

AGREEMENT BETWEEN  
THE  
LE GRAND ELEMENTARY SCHOOL DISTRICT  
AND  
LE GRAND TEACHERS ASSOCIATION

Effective

July 1, 2023 - June 30, 2026

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**ARTICLE I: AGREEMENT**

This is an Agreement made and entered into this 1<sup>st</sup> DAY OF July 2023, between the Le Grand Elementary School District (hereinafter referred to as “District”) and the Le Grand Teachers Association (hereinafter referred to as “Association”).

SIGNATURES

LGELM BOARD OF EDUCATION

LGTA OFFICERS

FOR THE BOARD

FOR THE ASSOCIATION

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**ARTICLE II: TERM**

- A. This Agreement shall remain in full force and effect up to and including June 30, 2026.
- B. With the language herein, the parties have an agreement for the 2023-2024 and 2024-2025 school years. When the entire contract is not open, the parties shall negotiate salaries, fringe benefits and up to three (3) additional re-openers per party.

**ARTICLE III: RECOGNITION**

The Le Grand Elementary School District recognizes the Le Grand Teachers Association as the exclusive representative of all the employees in the Unit set forth below:

Shall Include: All Certificated employees.

Shall Exclude: All part-time and full-time management employees, all confidential employees, substitute teachers and all home teachers.

**ARTICLE IV: NEGOTIATION PROCEDURES**

- A. Exclusive Representative: Initial proposals which relate to matters within the scope of meeting and negotiating shall be presented to the Board of Education at a public meeting and thereafter be public record. Meeting and negotiating shall not take place until at least seven (7) days have elapsed to give the public an opportunity to become informed regarding the proposals and to express itself publicly at a public hearing set by the Board of Education.
- B. Board of Education: Once the public has had an opportunity to express itself at a public hearing, the Board shall adopt, in a public meeting, its initial proposal in response to the proposals submitted by the exclusive representative or as an independent proposal that will be submitted to the exclusive representatives as a topic upon which the Board wishes to meet and negotiate. In developing its initial position, the Board may meet in Executive Session for the purpose of discussing its position of any matter within the scope of representation and/or for the purpose of instructing the Board's Designated Representatives.
- C. New Subjects: During the meet and negotiate process, new subjects not presented in the initial proposals shall be reduced to writing and become a matter of public record within twenty-four (24) hours.
- D. Requests for the initial meeting for the annual negotiation process by the Association must be made in writing to the Board's Representative, and shall follow the public disclosure process stated in A - C above.
- E. At the end of each negotiation session the date (if any) for the next session will be mutually agreed upon.

- F. The agreement reached between the parties shall be reduced to writing and signed by them.
- G. After the final agreement has been made, the District will provide each employee covered by this Agreement a copy of the Agreement, and also, each new Unit employee hired during the Agreement's duration. Cost of printing final agreement shall be borne equally between the Association and the District.

#### **ARTICLE V: ASSOCIATION RIGHTS**

- A. The Association and its members shall have the right to use of school facilities for Association business. Such right shall be contingent upon securing the permission of the site administrator. The site administrator may deny permission if the facilities have not been previously reserved or if the usage by the Association would interfere with school activities.
- B. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in areas frequented by Unit members in each school building. The Association may use the regular District mail service and teacher mail boxes for communications to Unit members. The Association may access E-mail for organizational use after the Association and the District have developed guidelines on usage.
- C. Representatives of the Association may conduct official Association business with Unit members during the normal workday as long as there is no interruption of classes or student instruction time. Association representatives may be called upon to represent Unit members during instructional time if circumstances require representation for a Unit member. Official representatives of the Association shall report to the school or District Office before visiting any employee on the premises of the school or District building.
- D. The Association's faculty representative may schedule school Unit member meetings for Association business. The District shall provide the Association with an agenda item to announce Association meetings at regularly scheduled staff meetings.
- E. Nothing in these rules shall be construed to withhold from any individual Unit member the rights and privileges he/she may possess as an individual employee of the school district.
- F. The District will comply with the terms of Education Code section 44987 for leave to elected Association officers to attend to designated Association business.

## ARTICLE VI: HOURS

- A. Unit employees who are teachers shall be on campus and responsible for instructional and other assigned duties for a minimum of seven (7) hours per day, exclusive of lunch and other required breaks. All other Unit employees are required as a minimum to work an eight (8) hour day, exclusive of lunch. Unit employees shall work 180 student contact days and four work days for a 184 day work year. Included in this time shall be up to two days for District approved student assessments, one day at the beginning of the year, and one day at the end of the year.
- B. Unit employees may be dismissed at the time of student dismissal on days designated as “home calls” by the Superintendent or designee. In addition, Unit members will be dismissed at the time of student dismissal on the following days:
  - 1. Day before Thanksgiving recess.
  - 2. Day before Christmas recess.
  - 3. Day before Easter recess.
  - 4. Last day of school (after Superintendent/designee approves “check out”).
- C. With prior approval of the Superintendent or designee, Unit employees may be dismissed after the student departure time to conduct necessary personal business of a nature that cannot be handled after working hours.
- D. All Unit employees shall be entitled to a thirty (30) minute duty free lunch.
- E. The District retains its right to set opening and closing times of the school day and to set the opening and closing dates of the school year.

The normal work day shall include attendance at IEPs and Section 504 meetings at which teacher attendance is required because the meeting relates to a student assigned to the teacher or a teacher’s class. These meetings shall be held during the certificated staff member’s contracted hours, except in situations where a parent or District Special Education team member is unable to attend during the workday and requests that the meeting occurs outside of the workday. In the event a parent is unable to attend the first scheduled meeting, a second attempt to meet during the normal work day shall be offered. If the parent is unable to meet after the second scheduling attempt, the meeting may be held outside of the normal workday. If an IEP goes beyond 4:00 p.m., the certificated staff member shall be paid at the current hourly rate. The certificated staff member shall be provided notice of the meeting sufficiently in advance, at least ten (10) days, to make necessary arrangements to attend said meeting except in cases where the meeting must be legally held within a shorter time span. The teacher may provide alternate dates in the case of scheduling conflicts.

- F. Teachers shall be provided preparation time daily from 7:30 – 7:55 a.m. and 2:30 – 3 p.m. except on Mondays or when teachers attend staff meetings.

## **ARTICLE VII: PREPARATION PERIOD AND INSTRUCTIONAL PLANNING DAYS**

- A. The District will provide a minimum day for the purpose of group planning and lesson preparation every other Wednesday for Grades K-8 unless the Superintendent or designee moves or cancels the minimum day due to schedule, calendar or holiday conflicts. This time shall be used for teacher led grade level collaboration and lesson design. Except in the case of an emergency or unforeseen circumstances, the District will provide 48 hours notice if a minimum day is to be cancelled or moved.

In addition to preparation periods, the District will provide each teacher with up to three (3) Instructional Planning Days each school year. Teachers in grades TK-6 shall coordinate these dates so that all teachers in each grade level can take the same planning days together for the purpose of coordinating grade level teaching. Teachers shall provide the District with at least one (1) week notice of these planned Instructional Planning Days so that a sufficient number of substitute teachers can be secured to release the teachers for this purpose. These days may be cancelled and rescheduled should there be an insufficient number of substitute teachers available.

## **ARTICLE VIII: CLASS SIZE**

- A. The District will maintain class sizes as required by law or regulation in those classes that are grade span adjustment (“GSA”) classes).
- B. The District will attempt to maintain equitable class sizes throughout the District as far as practicable and reasonable. If a class size exceeds thirty-six (36) students, the District and Association shall meet to negotiate possible alternatives to reduce the class size or otherwise reduce the impact on the Unit member teaching the class in question.

## **ARTICLE IX: TEACHING CONDITIONS/SAFETY**

- A. Unit employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.
- B. Unit members shall promptly notify the District whenever unsafe or unhealthy conditions are encountered. The District will take immediate steps to eliminate unsafe or unhealthy conditions.
- C. The District will promptly investigate and respond to Unit member complaints regarding classroom temperature and/or air quality.

## **ARTICLE X: SAFETY FOR UNIT MEMBERS**

- A. Known violations of the California Occupational Safety Hazards Act (CAL OSHA) or the California Health and Safety Code shall be reported to the District immediately.

- B. Any case of assault upon a Unit member shall be reported promptly to the immediate supervisor by that Unit member or any other Unit member observing or having knowledge of the assault.
- C.
  - 1. In compliance with Education Code section 49079, a Unit member shall be provided reasonable notice of the suspension or expulsion of a student which occurs within the prior three (3) years of a student enrolling in his/her class who has been a student in the District by way of the District's SASI Class XP program.
  - 2. If a student transfers from outside the District, the Unit member shall be notified of any suspension or expulsion noted on the student's records by way of the District's SASI Class XP program.

**ARTICLE XI: LEAVE PROVISIONS**

- A. As used in this article, "Immediate Family" shall be limited to mother, father, grandmother, grandfather, or a grandchild of the Unit employee or of the spouse of the Unit employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, legal guardian, foster child of the Unit employee or any domestic partner or other relative living in the immediate household of the Unit employee.
- B. Salary Deduction for Unauthorized Leave: The Unit employee's daily salary for deduction purposes shall be compiled by dividing the employee's salary by the number of scheduled work days.
- C. Personal Illness and Injury Leave:
  - 1. Full-time Unit employees shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit employees who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of schedule duty relates to the number of hours for a full-time employee in a comparable position. This leave is accumulative without limit.
  - 2. After all earned leave, as set forth in C.1. above, is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of C.4. below are met. The amount deducted for leave purposes from the Unit employee's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin to run on the tenth (10<sup>th</sup>) day of absence due to illness or injury. In no event shall additional non-accumulated leave, when combined with the leave authorized in C.1. above, exceeds one hundred (100) days in any school year. Only one (1) such non-accumulated leave shall be allowed for any single and continuous absence that extends into the next school year.



3. If a Unit employee does not utilize the full amount of leave as authorized in C.1. above in any school year, the amount not utilized shall be accumulated from year-to-year.
4. Upon request by District management, a Unit employee shall be required to present a medical doctor's certificate verifying the personal injury or illness and/or a medical authorization to return to work. If the illness or injury exceeds three (3) consecutive days, the District may require a medical statement as to the nature and severity of the illness or injury.
5. Whenever possible, a Unit employee must contact his/her immediate supervisor as soon as the need to be absent is known, but no less than two (2) hours prior to the start of the work day to permit the employer time to secure substitute service.
6. A Unit employee who is absent for one-half (½) day or less (before or after 11 a.m.) shall have deducted one-half (½) day from the accumulated leave; and if the absence exceeds more than one-half (½) day, a full day shall be deducted from accumulated leave.

D. Personal Necessity Leave:

1. Leave which is credited under C.1. of the Article may be used, at the Unit employee's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed six (6) days in any school year.
2. "Personal necessity" is defined as any activity or personal obligation of a Unit employee that necessitates or mandates his/her absence from their duties during the workday. The employee's request to use this must be received by the Superintendent no less than three (3) days prior to the desired absence. The form must be signed by the Superintendent, and then given to the business office.
3. A Unit employee is required to give advance notice for leave taken, but not limited to, any of the following reasons:
  - a. Appearance in court as a litigant or a witness under official order.
  - b. Response to an official order from another governmental jurisdiction for reasons not brought about through the convenience or misconduct of the employee of such emergency nature that the presence of the employee is required during his/her working hours and no alternative meeting time during non-working hours can be arranged.
  - c. Settling of legal affairs and other serious personal emergencies that cannot be resolved on a non-working day, if approved by the Superintendent.
  - d. Seeing a son/daughter or parent off to military duty.
  - e. Funerals of non-immediate family.
  - f. Extensions of bereavement leave.
  - g. Such other reasons as may be determined by the Superintendent.

4. A Unit employee is not required to give advance notice for leave taken for any of the following reasons:
  - a. Death or serious illness of a member of his/her immediate family.
  - b. Accident involving his/her person or property or the person of his/her immediate family.
5. Personal necessity leave will not be approved for the following:
  - a. Attendance or participation in functions that are primarily for the employee's pleasure, amusement or personal convenience.
  - b. The extension of a holiday or vacation periods for personal convenience.
  - c. Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules.
  - d. Seeing or engaging in remunerative employment.
  - e. Religious or non-school conference.
6. "No tell" personal necessity day. Of the six (6) days allowed for personal necessity yearly, five (5) are designated as personal days or days to be used at the employee's discretion. The procedure for requesting this day is the same as for other personal necessity leaves. No tell days shall not be used to extend holidays, and the parties agree that it is in the student's best interest that these days not be used to extend weekends.

E. Bereavement Leave:

1. A Unit employee shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence if out-of-state travel, or four (4) days leave of absence for in-state travel if the Unit member drives more than 300 miles one way to services, without loss of salary or deduction from other leave benefits in this article, on account of the death of any member of his/her immediate family. This leave shall be in addition to leave credited under C.1. of the Article.
2. A Unit employee shall notify the District as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.

F. Leave for Pregnancy Disability:

1. Unit employees are entitled to use accumulated sick leave as set forth in C.1. and C.2. for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit employee and the Unit employee's physician; however, the District management may require a verification of the extent of disability through a physical examination by the Unit employee's physician.

2. Unit employees may apply for leave not to exceed one (1) school year without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom, when sick leave, as set forth in C.1. and C.2. has been exhausted. The date on which the Unit employee shall resume duties shall be determined by the Unit employee on leave and the Unit employee's physician.

G. Industrial Accident Leave:

1. Unit employees will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for workers' compensation under the District's compensation insurance plan.
2. Such leave shall not exceed sixty (60) days during which the District is required to be in session or when the Unit employee would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.
3. The District has the right to have the Unit employee examined by a physician from a list of three (3) physicians designated by the District to assist in determining the length of time during which the Unit employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. The cost of the examination will be paid by the District.
4. For any days of absence from duty as a result of the same industrial accident, the Unit employee shall endorse to the District any wage loss benefit check from the District's compensation insurance plan, which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the Unit employee would have received as salary had there been no industrial accident or illness. If the Unit employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the Unit employee's salary warrant the amount of such disability indemnity actually paid to and retained by the Unit employee.

H. Judicial Leave:

1. Unit employees will be provided leave for regularly called jury duty and to appear as a witness in court other than as a litigant, for reasons not brought about through the connivance or misconduct of the Unit employee. The Unit employee shall submit, when possible, a written request for an approved absence not less than five (5) days prior to the beginning date of the leave or as a witness.
2. The Unit employee, while serving jury duty, will receive full pay and will then turn jury check, if received, over to the District.

I. Other Leaves Without Pay:

Upon recommendation of the Superintendent and approval by the Board of Trustees, leave

without compensation, increment, or seniority credit may be granted to tenured teachers for up to one (1) school year. Unit employees on such leave may continue in the District fringe benefit plans by paying the total premium in a manner as prescribed by the District. The application for and granting of such leave of absence shall be in writing. In addition, a Unit employee on such leave shall notify the District Personnel Office by March 1 of the school year as to intent to return to employment in the District. Failure to notify will be considered abandonment of position.

J. Sabbatical Leave:

Sabbatical Leave shall be governed by the terms of Board Policy and Administrative Regulation 4161.3 (“Professional Leaves”).

K. Child Adoption Leave:

A Unit employee adopting a child may be entitled, upon written request, to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. This leave may be up to six (6) days. Days allowed under this section shall be deducted from Sick Leave days credited under Article XI, Section C.1. of this Agreement. If Unit member has used all allowance under Article XI, Section C.1., the leave shall be at no cost to the District. The parties agree and understand that Personal Necessity Leave and Family Leave are available for absences necessary because of adoption.

L. Family Medical Leave:

Employees may be entitled to twelve (12) weeks annually of Family Care and Medical Leave pursuant to state and federal law for illness of the employee or dependent or for dependent care. Interested employees should contact the District Office.

M. Parenting Leave:

The District will provide parenting leave as required by California Education Code section 44977.5.

N. Catastrophic Sick Leave:

1. Definitions:

- (a) “Catastrophic illness” or “catastrophic injury” means an illness or injury that is expected to incapacitate the bargaining unit member for a twenty (20) day or more period of time, and he or she has exhausted all of his or her sick leave and other fully paid time off.
- (b) “Catastrophic leave credit” means sick leave donated to one unit member from another unit member’s accrued sick leave.

2. Eligibility:

Catastrophic leave credit may be donated to a bargaining unit member for a catastrophic illness or catastrophic injury if all the following requirements are met:

- (a) The bargaining unit member receiving the donation is a full-time employee.
- (b) The impacted bargaining unit member requests in writing that catastrophic leave credit be donated and provides verification of a catastrophic illness or catastrophic injury, including the specific details of the underlying injury or illness that the bargaining unit member is suffering from.
- (c) The unit member requesting donation of sick leave has exhausted all accrued sick leave credits.
- (d) Any employee who wishes to receive the catastrophic illness benefit as a result of illness or disability which qualifies for Workers' Compensation benefits shall not receive more than a full day's compensation.

3. Procedure:

- (a) An eligible bargaining unit member who wishes to receive catastrophic illness benefit must request in writing to the Association and to the District that sick leave donations be solicited on their behalf. The request must be accompanied by verification of the catastrophic illness or injury.
- (b) Donations will be solicited by a joint announcement of the Association and District on behalf of the individual who meets the requirements of this benefit. A list of eligible donors will be established. If additional days are needed, a second solicitation will be made upon the unit member's request.
- (c) Once a commitment to donate leave has been made by a member, that commitment cannot be revoked for that school year.
- (d) The minimum amount a unit member may donate is one day leave per school year. The maximum amount a unit member may donate is ten days leave per school year. One full day of donated sick leave shall provide one full day of catastrophic leave credit to the receiving party.
- (e) Unit members must maintain a minimum of fifteen (15) sick days in order to contribute.
- (f) Donated catastrophic leave credits may be used by the recipient for no longer than 12 consecutive calendar months following the onset of each catastrophic absence.
- (g) A unit member must use any personal leave credits that accrue (sick leave), prior to using donated catastrophic leave credit.

- (h) Donated leave credit shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter. At the end of the school year (school fiscal year: July 1-June 30) the list of potential donors will expire. This process will be repeated as needed each year.
- (i) Accrued sick leave for donation purposes does not include any Personal Necessity Leave credits under Section D above..
- (j) All donations are to remain confidential from the membership and the recipient.

## **ARTICLE XII: ASSIGNMENT, TRANSFER, AND FILLING OF VACANCIES**

- A. The District management shall make preliminary assignments within the school and/or division for the ensuing school year as soon as administratively practicable, if possible before July 15th.
- B. Assignments shall consist of subject matter and/or grade level(s) responsibilities.
- C. Unit employees affected by change in preliminary assignment shall be given notice before the change is effectuated.
  - 1. Unit employees whose preliminary grade level assignment is changed after September 1 will be granted three (3) days release time to prepare for new assignments.
  - 2. Transfers or assignments will not be done in a punitive manner, nor shall they be arbitrary and/or capricious.
- D. Subsequent to the issuance of preliminary assignments, according to Sections A through C above, the District management shall post, in each school and the District Office, a list of all known vacancies for the ensuing school year.
- E. For the purposes of this provision, a vacancy is any Unit position which remains unfilled after assignments, pursuant to Sections A through C above, or any Unit position which was filled on an interim basis after the first ten (10) unit work days of the prior school year.
- F. No posted vacancy shall be permanently filled until five (5) week days after notice of the vacancy has been posted. After August 15, no posting shall be required.
- G. Consideration will be given to all applications for the vacancy, which are properly submitted; however, the final selection is within the sole discretion of the District management. A Unit employee who is denied a vacant position may request and will be granted a meeting with the administration to discuss the issue. Upon request, a written response will be granted.

- H. Internal staff shall be given first consideration for the position assuming all qualifications for the job are met. The overriding consideration will be to provide the best personnel available for the job.
- I. Transfers of bargaining unit employees may be initiated by the District management at any time whenever such transfer is in the best interest of the District as it relates to legitimate educational needs of the District.
- J. A Unit employee affected by a transfer, as stated in Section I, shall be given notice as soon as administratively practicable; and when possible, a conference will be held between the appropriate management person and the Unit employee in order to discuss the reason for the transfer. A Unit employee may request reason(s) for denial in writing.
- K. Assignment:
1. Assignment is the designation of a Unit member's work location, subject area and grade level.
  2. Upon employment, a Unit member shall be assigned a work location, subject area and grade level according to the needs of the District.
- L. Reassignment:
1. The Superintendent or designee shall inform the Unit employee if their assignment has changed from the previous year.
  2. A Unit member may submit a request for reassignment to the District at any time, whether or not a vacancy exists. Reassignment requests shall be considered active until withdrawn or a reassignment is made.
  3. Reassignment may be made at any time when necessary or required by the educational or class size needs of the District.
  4. A reassignment request shall not be denied arbitrarily.
  5. A Unit member who is reassigned after the first day of the school year (or session) shall be relieved of classroom teaching duties by a substitute and paid for two (2) days. The District will provide work space so that the Unit member can come to the school site and prepare his / her curriculum and make necessary planning adjustments for his/her new assignment.
  6. The District will move file cabinets and all other materials for a reassigned Unit member.
  7. When the District considers two (2) or more Unit members to be equally qualified for a District reassignment, volunteers shall first be solicited from those qualified before the Superintendent or designee makes the reassignment.

### **ARTICLE XIII: FRINGE BENEFITS**

- A. The District shall pay premiums as follows for the fringe benefit package that is currently offered through SISC III, including the “L” Plan, (\$100/\$300 deductible and the \$3/\$15/\$35 PDC if available), which provides coverage for medical, dental and vision for the Unit employees and their eligible dependents. The District will pay the medical premium up to an annual “cap” of \$12,796/month beginning with the 2023-2024 school year, with the employees paying the remainder of the annual premium.

The dental coverage limit will be \$1,000.

- B. The District will allow Unit members who retire from the District at age 58 or older with 20 years of full-time service within the District to continue in the District Medical Program until age 65. The District will pay the amount of the current annual cap premium for all eligible Unit members and spouses. Unit members will be responsible for paying any amount over the then current cap. Coverage under this paragraph will terminate upon Unit member attaining age 65 or dying, whichever occurs first.
- C. The District may implement the “Golden Handshake” as delineated in the provisions of AB 1207, for those bargaining unit employees who wish to take advantage of it. The provisions of this section are conditioned upon the following:
1. In 2006-2007, and every third year thereafter (e.g. 2024-2025, 2027-2028) that this contract is in effect, the District shall implement the Golden Handshake, contingent upon meeting all STRS laws and regulations, provided the employee notifies the District on or before February 1, and retires prior to July 1 of that year or as mutually agreed upon by the parties.

### **ARTICLE XIV: GRIEVANCE PROCEDURE**

- A. Informal Level: Before filing a formal written “grievance,” the “grievant” should attempt to resolve it by an informal conference with his/her “immediate supervisor.” A “grievance” is defined as a violation, misinterpretation or misapplication of this Agreement.
- B. Level One (1): Within ten (10) days after the occurrence of the act giving rise to the grievance, the grievant must present his/her grievance in writing to his/her immediate supervisor. It should be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought. The supervisor shall communicate his/her decision to the Unit member in writing within ten (10) days after receiving the grievance.
- C. Level Two (2): In the event the grievant is not satisfied with the decision at Level One, he/she may appeal the decision on the appropriate form to the Superintendent within ten (10) days after receipt of the Level One decision or within twenty (20) days after filing the grievance at Level One. This Statement should include a copy of the decision rendered and a



clear, concise statement of the reasons for the appeal. The Superintendent shall communicate his decision in writing within ten (10) days after receiving the appeal.

D. Level Three (3):

1. If the Grievant is not satisfied with the decision at Level Two, he/she may request, within fifteen (15) days after receipt of Superintendent's decision, that the Association submit the grievance to the Governing Board.
2. The Governing Board shall render a decision as to the grievance at its next regularly scheduled meeting which shall be put in writing, or if the grievance is not received at least five (5) days in advance of the Board meeting, then at the next regularly scheduled meeting.

E. Time Limits:

1. Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.
2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

F. Rights Of Representation: A Unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative.

G. No Reprisals: No reprisals of any kind will be taken by the District or the Association against any aggrieved party, any member of the Association or any other participant in the grievance procedure by reason of such participation.

H. Miscellaneous:

1. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he / she will, upon notice to the Superintendent, and / or appropriate administrator, by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activity.
2. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

**ARTICLE XV: PROFESSIONAL DUES, FEES & PAYROLL DEDUCTION**

A. Dues Deduction:

The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by Unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from Unit members.

Any Unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the Unit member each month for ten (10) months. Deductions for Unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

With respect to all sums deducted by the District, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of Unit members, including their names and addresses for whom deductions have been made.

B. Hold Harmless:

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the fair share service fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

**ARTICLE XVI: SALARY PLACEMENT AND ADVANCEMENT**

A. General Provisions:

All Unit members shall provide the District within thirty (30) days after employment, information which will ensure placement on the proper step of the salary schedule. Such placement shall be based on degree(s), years of teaching, credential and units earned beyond the degree as follows:

1. Year-for-year for the first five (5) years of experience, except Unit members hired as Special Education teachers may be provided year-for-year for up to ten (10) years of experience.
2. One-half (½) or more of a school year in the District under contract will be counted as a full year experience credit.

3. Credit for service in non-comparable experience shall be evaluated by the Superintendent or designee.
4. Any Unit member failing to meet the professional growth requirements, as set forth in this Article, may not advance vertically on the salary schedule until those requirements are met.

B. Salary Schedule Horizontal Advancement:

Horizontal advancement on the salary schedule will be determined on the following basis:

1. Unit members shall submit proof of units completed before August 1<sup>st</sup> of each year to the Superintendent or designee for approval. All such units shall be from accredited colleges and universities. Units are defined for purposes of this Article and Appendix A (Salary Schedule) as semester units.
2. In each fifteen (15) unit division, a course grade of at least a “C” or “P” in a pass / fail grading system shall be achieved in all classes taken to achieve horizontal advancement.
  - a. Four (4) units may be taken in any field related to the education that the Unit member may desire.
  - b. The remaining eleven (11) units shall be of graduate or upper division level. These units shall be for the purpose of improving the Unit member’s professional growth.
3. If proof of applicable units is not provided to the District by the Unit employee by August 1<sup>st</sup> of each year, then credit for any subsequently provided proof shall be credited to the Unit employee the following year.

C. Professional Growth Requirements:

1. In order to advance vertically on the salary schedule, Unit members at Columns I, II, III, IV, and V are required to earn growth units every four (4) years. College units earned to meet professional growth requirements may also be used to advance horizontally on the salary schedule, if they comply with the requirements of Section B of this Article. Any Unit member at Columns I, II, III, IV, or V failing to meet the growth requirements, as set forth, may not advance vertically on the salary schedule until all requirements are met and shall maintain the step on the schedule reached during the final year of the four (4) year growth period. Professional growth requirements are as follows:
  - a. Unit members at Columns I, II, and III are required to earn six (6) hours of professional growth credit every four (4) years, of which four (4) credits may be earned by committee work, conference attendance, research, or special projects.

- b. Unit members having achieved placement on Column IV or V of the Salary Schedule (Bachelor’s degree plus forty-five units or Master’s degree) are required to earn four (4) growth credits every four (4) years, of which two (2) credits may be earned by the committee work, conference attendance, research, or special projects.
  - c. Unit members having achieved placement on Column VI of the Salary Schedule are required to earn four (4) growth credits every four (4) years, of which all four (4) may be earned by committee work, conference attendance, research or special projects, or district / school in-service programs as determined by the Superintendent or designee.
  - d. In order to advance vertically on the Salary Schedule, all growth units shall be recorded in the District Office no later than August 1.
2. Growth credits earned by the committee work, conference attendance, research, or special projects are allowed for vertical movement only. Credits of this type are granted for the following:
- a. One (1) unit of growth credit shall be given for attendance verification, and summarization of four (4) full-day conferences or eight (8) half-day conferences, and approved committee work, research and special projects. The Unit member, with prior approval from his/her immediate supervisor, may use outside activities related to the Unit member’s assignment for one (1) unit of growth.
  - b. For the purposes of this Article, special projects are defined to include curriculum units developed as a result of travel. The development and classroom use of the curriculum unit shall be validated by the Unit member’s immediate supervisor prior to receiving one (1) unit of growth. No such growth unit may be granted if the special project is the result of a program of study for which college or university credits are granted.
- D. Unit members assigned to schools on a traditional calendar will be paid in eleven (11) equal salary payments on the last working day of each month beginning with the month of August.

**ARTICLE XVII: SALARY**

For the 2023-2024 school year, the Parties agree to a salary increase of 6.0% retroactive to July 1, 2023. The District shall pay Unit members’ pursuant to the amended salary schedule for each year (Appendix A).

In addition to the salary schedule, the following additional stipends will be paid by the District:

- A. LDS credential (if hired by District prior to 7/1/96 and holding credential on or before June 30, 3018) \$500

B.	Bilingual credential (if hired by District prior to 7/1/96 and holding credential on or before June 30, 3018)	\$1,000
C.	Outdoor School teachers accompanying class	\$1,500
D.	Summer School teachers (maintain 5 hours prep day 59 hours total pay)	\$45/hour
E.	Band Director	\$2,400
F.	Academic Pentathlon Coach	\$1,500
G.	Tutorial (structured tutoring with identified student with growth documentation)	\$45/hour
H.	Yearbook	\$750

Perfect Attendance Incentive \$1,000  
(Certificated employees not missing any time/days during a school year)

**ARTICLE XVIII: DURATION OF BENEFITS**

A. Should a Unit member's employment terminate, the District will make available, at the former Unit employee's expense, continued coverage under the COBRA plan and any applicable state law.

## **ARTICLE XIX: RETIREMENT HEALTH BENEFIT AGREEMENT**

The provisions of Board Policy 4154 are incorporated into this Agreement. The terms and specific conditions thereof are outlined in Appendix #B.

## **ARTICLE XX: DISTRICT RIGHTS**

The District shall retain the sole right to establish, adopt, publish, change, amend and enforce rules and policies for Unit members to follow, not in conflict with the terms of this Agreement. The parties explicitly agree that terms of conditions of employment referenced in the published "Certificated Staff Handbook" not amended by this Agreement still remain in effect. The failure by the District to strictly enforce rules and policies shall not be deemed a waiver of the District's right to enforce compliance.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this collective bargaining agreement and then only to the extent such specific and express terms are in conformance with the law.

## **ARTICLE XXI: CONCERTED ACTIVITIES**

- A. It is agreed and understood that there will be no strike, work stoppage, slow down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The Association recognized the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward inducing all Unit members to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those Unit members to cease such action.
- C. It is agreed and understood that all Unit members violating this Article may be subject to discipline.

## **ARTICLE XXII: EVALUATION PROCEDURES**

1. One of the principal objectives of the District and the Association is to maintain a high quality of education in the District. In general, teacher evaluation refers to the formal process a school uses to review and rate teachers' performance and effectiveness in the

classroom. Ideally, the findings from these evaluations are used to provide feedback to teachers and guide their professional development.

2. Every probationary certificated employee shall be evaluated at least once each school year.
3. Every permanent certificated employee shall be evaluated at least every other year, furthermore:
  - a. Whenever a teacher receives a “Beginning” rating in one or more Domain(s) on the evaluation form, the teacher will be formally evaluated again in the following school year. However, a rating of “Beginning” in Domain 4 on the evaluation form will not, by itself, trigger an evaluation of the teacher in the following year.
  - b. Beginning in the 2019-2020 school year, evaluations may occur at least every three years for personnel with permanent status who have been employed at least 10 years with the school district and have no overall ratings other than “Applying or Innovating” during the previous two evaluation cycles, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
4. The evaluation procedures shall include at least one (1) planned observation that conforms to the following specifications:
  - a. Prior to the planned observation, an exchange shall be held between evaluator and teacher regarding teacher’s objectives, methods, goals, and materials planned for the teaching-learning situation to be evaluated and the criteria to be used by the evaluator.
  - b. In the event of a negative observation report, performance deficiencies will be noted and specific suggestions for improvement will be made. Following that, one additional observation shall be made.
  - c. If the teacher is performing in an effective or commendable manner, the report shall so indicate. If the teacher is not performing in a manner that does not meet standards, the report shall describe the areas of needed improvement.
  - d. The planned observation of a teacher shall be followed by a conference between the teacher and his/her evaluator.
  - e. The planned observation shall be at least thirty (30) continuous minutes in length.
  - f. A summary of the observation shall be put into writing and a copy given to the teacher at a conference provided in 4(d) above within five (5) days following the conference in which to review the written summary before signing it. If the teacher disagrees with the written summary, he/she may submit a written response with this five (5)

day post-conference period. This response shall be attached to the file copy of the written summary in question.

5. Provisions in this Article regarding the single mandatory planned observation in no way precludes other methods of evaluation and observation by appropriate administrative personnel. Evaluation or observation records created outside of the summary evaluation process shall have been presented to teachers within ten 10 days of the record's creation. Teachers may suggest other methods of evaluation and observation, which if agreed to by the evaluator, will be utilized in the individual's evaluation process. Teachers shall be allowed the response prerogatives provided in 4(f) above.
6. A teacher who disagrees with contents of a final evaluation may prepare a written response, which will be attached to the evaluation form and included in the teacher's personnel file.
7. A permanent teacher who receives a rating of unsatisfactory on his or her final evaluation form may request that the District designate a second administrator to conduct one or more classroom observations and/or other methods of evaluation as appropriate to provide a second opinion regarding the unsatisfactory area of performance. The request must be made within five (5) days of the teacher receiving the unsatisfactory evaluation. The District shall designate such a second administrator. The second administrator may be from another School District. The written observation summary(ies) of the second administrator shall be included as a part of the teacher's evaluation that year.
8. A teacher who receives an unsatisfactory evaluation shall be given specific recommendations to help improve the teacher's performance.



Appendix A

CERTIFICATED SALARY SCHEDULE

[Attach current certificated salary schedule]

Appendix B

RETIREMENT HEALTH BENEFIT AGREEMENT

[Attach B.P. 4154 and “old” 6/30/85 Retirement Health Benefit Policy]