

AGREEMENT
between the
PARAMOUNT UNIFIED SCHOOL DISTRICT
and the
TEACHERS ASSOCIATION OF
PARAMOUNT/CTA/NEA



September 1, 2016 – August 31, 2019

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Article I - AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of March 2017, by and between the Paramount Unified School District, hereinafter referred to as the "District," and the Teachers Association of Paramount/California Teachers Association/National Education Association, hereinafter referred to as the "Association."

Article II – RECOGNITION

- A. The District recognizes the Association as the exclusive representative for the following unit of certificated teachers:

1. **Inclusions**

- a. Regular full-time teachers
- b. Regular part-time teachers
- c. Special Education teachers
- d. Resource teachers
- e. District Specialists
- f. Temporary teachers on contract
- g. Early Childhood Education teachers
- h. Hourly teachers (ROP, JTPA, Adult Ed.) working ten (10) hours per week or more accumulatively, in these programs
- i. Language/Speech Specialists
- j. Counselors
- k. Activities/ASB Advisor - High School
- l. Athletic Director - High School
- m. Teacher Interns
- n. Nurses
- o. Teachers on Special Assignment
- p. All teachers on Leaves of Absence from the unit positions included above.

2. **Exclusions**

- a. Superintendent
- b. Assistant Superintendent, Business Services
- c. Assistant Superintendent, Educational Services
- d. Assistant Superintendent, Human Resources
- e. Director, Educational Services
- f. Principal, High School-Senior Campus
- g. Principal, 9th Grade High School-West Campus
- h. Principal, Adult School
- i. Principal, K-8 School
- j. Principal, Buena Vista High School
- k. Program Director, Early Childhood Education Programs
- l. Assistant Principal, Adult Education
- m. Secondary Assistant Principal
- n. Assistant Principal, K-8 School
- o. Dean of Students, High School-Senior Campus
- p. Psychologists
- q. Behavior Intervention Specialists
- r. Hourly Teachers (ROP, JTPA, Adult Education) working less than ten (10) hours per week
- s. Long-Term and Day-to-Day Substitutes
- t. All other management, supervisory, and confidential employees

- B. Disputes concerning this Article are not subject to the grievance procedure established in Article VII. However, the Association shall have the right to seek clarification through proceedings of the Public Employment Relations Board with respect to new titles not specified in the above unit designation. Nothing agreed to herein shall prevent adjustments to the unit from being made upon agreement between the District and the Association.

Article III - DEFINITIONS

- A. As used in this Agreement, the term "teacher" refers only to those persons employed in positions listed under the inclusions in Article II - Recognition, Section A.
- B. Unless otherwise noted, a "day" is a day when the District's central office is open for business.
- C. A teacher's "Daily Rate of Pay" shall be the teacher's annual contract salary divided by the number of workdays in the teacher's annual assignment.
- D. The teacher's seniority shall be computed as of the teacher's first day of paid service in probationary status.

The exceptions to this would be:

- a. First day of service in a year when the teacher worked 75% (135 days) or more of that year as a substitute teacher.
- b. If a teacher resigns or is non-reelected, his/her seniority date will be adjusted by the following: for any portion of a school year which the teacher did not work for the District, the seniority date will be modified by a complete year.

Teachers whose initial dates of service to the District are the same shall have their respective seniority determined by lot. This determination by lot shall be conducted by the District in a fair, equitable, and reasonable manner at which Association representation may be present.

Article IV - MANAGEMENT RIGHTS

A. It is agreed that the District retains all of its powers of direction, management and control provided by law. Included in these District powers provided by law and consistent with this Agreement are the exclusive rights to:

1. Determine its organization.
2. Direct the work of its teachers.
3. Determine the hours of District operations.
4. Determine the kinds and levels of services to be provided, as well as the methods and means of providing them.
5. Establish its educational policies, goals and objectives.
6. Insure the rights and educational opportunities of students.
7. Determine staffing patterns.
8. Determine the number and kinds of personnel required.
9. Maintain the efficiency of District operations.
10. Determine District curriculum.
11. Design, build, move or modify facilities.
12. Establish budget procedures and determine budgetary allocations.
13. Determine the methods of raising revenues.
14. Take reasonable action on any matter in the event of an emergency. An emergency shall be defined as those unforeseen circumstances which substantially interrupt or threaten to interrupt the normal District operation: natural disasters, epidemics, riots, police action, national emergencies, local exigencies.

In addition, the Governing Board retains the right to hire, classify, assign, evaluate, promote, demote, terminate, and discipline teachers under provisions of the Education Code. This recital in no way limits other District powers as granted by law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms conform with law. It is not the intention of the parties, in setting forth the above-mentioned rights of the District, to detract or diminish in any way the rights of the Association or unit members as set forth elsewhere in this Agreement, or in statutes or Constitution. Also, it is recognized that several of the preceding subject matters fall within the

scope of consultation under Government Code 3543.2; this Article is not intended to limit such consultation rights, but rather to indicate that the final decision in such matters lies with the District.

- C. The District retains its right to amend, modify or rescind policies and practices referred to in the Agreement as required in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and any action taken by the Board shall be done in a reasonable, timely and necessary manner.

Article V - ASSOCIATION RIGHTS

- A. The Association may, consistent with Section B below:
1. Post notices of activities and matters of Association concern on bulletin boards at least one of which shall be located in each school in an area frequented by teachers;
 2. Use teacher mailboxes for communications to teachers.
 3. The Association may use District fax machines and electronic mail (email) for purposes of communicating with individual unit members. The use of any fax machine shall be reasonable, involve only communication that is non-political in nature, and shall not include mass communication.
- B. All materials to be distributed or posted must involve official Association business only and must not be defamatory, obscene, or hold any individual up to ridicule. It must be dated and identify the person and organization responsible for its promulgation, except for:
1. Materials clearly identifiable as having originated through one of the Associations affiliate organizations; and
 2. Bulk materials describing one of the Association's sponsored programs.
- The Association assumes full legal responsibility for the contents of its communications. A copy of all materials to be posted or distributed under Section A must be delivered at the time of posting or distribution to the Superintendent and the highest ranking site administrator of each work site where the material(s) will be posted or distributed.
- C. Authorized representatives of the Association shall have the right of reasonable access to District facilities for the purpose of contacting teachers and transacting lawful Association business, provided that:
1. Upon arriving at the school site, such representatives shall first report to the office of the site administrator to announce his/her presence and to whom the representative wishes to speak;
 2. The representative does not interrupt or interfere in any way with the instructional program or classroom activities of any teachers or with the lunch period of any teachers with whom the representative is not transacting business;
 3. The contacts with employees must occur only during an employee's non-duty hours; before or after school or during the lunch period.
- D. The Association may utilize District facilities outside of normal working hours for the purpose of organizational meetings subject to reasonable District regulations under the provisions of the Civic Center Act. Such meetings involving teachers at a single work location may be held by notifying the site administrator rather than filing a Civic Center Use of School Facilities form, provided that such does not interfere with previously authorized facility use, nor with custodial or security schedules.
- E. The District shall furnish the Association by August 30, if possible, and in any event, no later than September 15 of each year with a list of names, work locations, current assignments, home addresses, and telephone numbers of all year-round teachers in the bargaining unit, and by October 15, if possible, and in any event no later than November 15 for traditional year teachers in the bargaining unit, provided, however, that any teacher may decline to have his/her home address and

telephone number given to the Association. The Association shall use such information for internal organizational purposes only and shall not disclose this information to any third parties.

- F. The District shall provide the Association with three (3) copies of the complete Board of Education meeting agenda, except for materials that are for closed sessions or any other material which the District is not required by law to make public. Prior to each Board Meeting, a copy of the agenda shall be made available at each school in a reasonably accessible location designated by the site administrator.
- G. The Association shall be entitled to release time each school year covered by this Agreement for use by the Association President or his/her designee for Association business. Each year the Association shall select either of the following options for use during that year:

President's Release	Maximum Number of Purchasable Days	Maximum Release Days Per Association Member
(A) 50% release time (less 13 District-paid days)	50	15
(B) 20 days	50 (18 District-paid)	12

Prior to the start of each school year, the District and Association shall meet to determine how Option A will be utilized and a reimbursement schedule. The Association will pay the District the one-half of the salary amount in Column 1, Step 1 of the current Teachers Annual Salary Schedule minus 13 "no pay" days at the Column 1, Step 1 daily rate.

The Association will pay the District in two equal installments. The first payment from the Association to the District will be made no later than the 90th work day of the school year and the second payment no later than the 180th work day of the school year.

This release time shall be in addition to any release time granted by the District for negotiations or grievance processing. The Association may purchase additional days of release time at the cost of the involved teacher's substitute. Teachers shall not be released for a time period of less than one-half day. In order to utilize release time, the Association must make a written request, on a form supplied by the District, to the Superintendent (or his/her designee) at least two (2) days prior to date of the request time. This request shall be promptly approved and notification of approval shall be promptly communicated to the requesting party except in cases of urgency as determined by the District. Each employee shall make every effort to obtain the same substitute(s) for his or her class.

- H. Upon request of the teacher, the Association shall have the right to represent the teacher in any employment conditions covered by this Agreement, and proceedings related to any disciplinary or dismissal action.

- I. At the conclusion of faculty meetings, an employee representing the Association shall be afforded the opportunity to make announcements concerning Association business. Such announcements shall be of a reasonable duration. Attendance at this portion of the faculty meeting shall be optional for all employees.
- J. In order to attend regularly scheduled Association Meetings, Association Building Representatives, and members of the Association Board of Directors shall be excused a maximum of two (2) times per month from school/district meetings which are in session at or after 3:30 p.m. on Thursdays, and which conflict with regularly scheduled Association meetings. An employee who qualifies to be excused from a meeting under this provision must inform in advance the appropriate member of management that the teacher will not be attending the meeting which conflicts with the regularly scheduled Association meeting.

The District shall make good faith effort not to schedule meetings on the same day and time as regularly scheduled Association Representative Council meetings. The Association shall submit to the District a schedule of such meetings sufficiently in advance of the preparation of the District's master calendar.

- K. The Association shall have the right to select an appropriate teacher representative to administratively designated district-wide committees which seek teacher input preparatory to making decisions or advising the Board of Education. The Association may further submit a list of suggested teacher representatives to fill the remaining positions on the committee. These committees could be standing, long term or ad hoc in nature. The District shall advise the Association of all such committees in existence, plus any new committees at the time of their formation.
- L. Within thirty (30) days of ratification of the Agreement by both parties, the District shall have one hundred twenty-five (125) copies prepared and delivered to the Association. The District shall bear the entire cost of printing the Agreement if such cost is reimbursable by the State. If such cost is not reimbursable by the State, it shall be split equally between the parties. In addition the District will post on its website the entire current contract and within thirty (30) days of ratification, any negotiated MOU's modifying or explaining the contract.

Article VI - ORGANIZATIONAL SECURITY

- A. The District agrees to deduct Association membership dues from the pay of Association members.
 - 1. The right of payroll deduction for payment of membership dues shall be accorded exclusively to the Association. 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. Pursuant to authorization by the employee, the District shall deduct 1/10 of the Association dues from the regular salary check of the employee each month. Deductions for employees who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
 - 2. Association members, who currently leave authorization cards on file for the above purposes, need not be re-solicited.
- B. The parties agree that employees covered by this Agreement who, thirty (30) calendar days after the effective date of the Agreement, are members of the Association and each employee covered by this Agreement who becomes an Association member after that date shall maintain his/her membership in the Association until thirty (30) calendar days prior to the expiration of this Agreement.
- C. Any employee who, thirty (30) days after the effective date of this Agreement, is not a member of the Association, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or annually pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Section B of this Article. In the event that an employee shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section B, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section B of this Article. There shall be no charge to the Association for such mandatory representation fee deductions.
 - 1. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such employee shall pay, in lieu of a representation fee, sums equal to such representation fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under section 501 (c)(3) of Title 26 of the Internal Revenue Code:
 - a. Foundation to Assist California Teachers
 - b. United Way
 - c. Teachers Association of Paramount Memorial Scholarship FundSuch payment shall be made on or before the 60th day of each school year.

2. Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 1 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections A, B and C above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the representation fee has been made. Such proof shall be presented on or before the 60th day of each school year.
 3. Any employee making payments as set forth in sections 1 and 2, above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- D. With respect to all sums deducted by the District pursuant to sections A, B and C, above, whether for membership dues or representation fee, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- E. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from employees.
- F. Notification for Association dues and fees deductions received by the District on or before the tenth of the month, shall be effective for the following month.
- G. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- H. The Association and the District hereby agree as follows:
1. 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 representation fee provisions of this Agreement or their implementation.
 2. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section H.1 shall or shall not be compromised, resisted, defended, tried or appealed.

Article VII - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim that the District has violated an express provision of this Agreement in a manner which adversely affects the grieving employee or employees, or a claim by the Association that the District has violated an express provision of the Agreement. The respondent in all cases shall be the District itself rather than any individual.
2. An "immediate supervisor" is the lowest level supervisor or site administrator who has been designated by the District to adjust grievances, and who has direct responsibility for the grievant.

B. Procedure

The grievant shall be entitled, if he/she so requests, to be represented by the Association at all steps of the grievance procedure.

1. Step 1

If a grievant believes there is a basis for a grievance, he/she shall first discuss the possible grievance with his/her immediate supervisor in an effort to resolve the matter informally.

2. Step 2

If a grievance is not resolved under the Step 1 procedure, the grievant shall submit a written statement of the grievance to the immediate supervisor with a copy sent to the Superintendent or his/her designee. Such statement shall be on a form issued by the District and shall contain: the name of the grievant, a listing of the provision(s) of the Agreement alleged to have been violated, a statement describing the precise conduct of the District that is alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance), and a listing of the specific actions requested to remedy the grievance. This written statement of the grievance shall be submitted within twenty (20) days after the occurrence of the event giving rise to the grievance or within twenty (20) days after the grievant through reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall attempt to resolve the grievance as soon as possible, but shall present a written answer to the grievant within five (5) days after receiving the grievance. If either party requests a meeting to discuss the grievance within this five-day period and such a meeting is held, the time limit for the written answer shall be extended until five (5) days after the close of the meeting. The District shall provide the Association with copies of all formal grievances filed.

3. Step 3

If the grievance is not settled in Step 2, the grievant may appeal it to the Superintendent or his/her designee. Such appeal shall be in writing and shall be submitted within ten (10) days after the grievant receives the Step 2 answer. This appeal shall include a copy of the original grievance, the Step 2 answer, and a statement of the reasons for the appeal. The Superintendent or his/her designee shall respond to the appeal in writing within ten (10) days after receipt. Either the grievant or the Superintendent or his/her designee may request a meeting to discuss the grievance within this ten-day period. If such a meeting is held, the time limit for the

submission of the Superintendent's or his/her designee's answer shall be extended until five (5) days after the close of the meeting.

4. Step 4

- a. If the grievant and/or the Association is not satisfied with the decision in Step 3, the grievant may request that the Association pursue mediation of the grievance.
- b. If the Association concurs with the grievant's request, the Association shall, within ten (10) days of receipt of the decision in Step 3, provide the District with a written request to submit the grievance to mediation. Within five (5) days of receiving the request, the District shall notify the Association whether or not mediation is acceptable.
- c. If the Association and the District mutually agree to submit the grievance to mediation, the Association shall request that a mediator from the California State Mediation and Conciliation Service be assigned to assist the parties in the resolution of the grievance. The parties will set a meeting with the assigned mediator as soon as reasonably possible for all parties.
 - (1) The grievant and not more than two (2) other teachers relevant to the mediation shall be released from duty for mediation meetings.
- d. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. If such is achieved, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District.
- e. In the event that no satisfactory resolution of the grievance is reached, or if either party wishes to terminate the mediation, the grievant and/or the Association may proceed to Step 5.
- f. Any statement or offer of settlement made by either party during the mediation process shall not be introduced or relied upon to establish any interpretation of this Agreement in subsequent proceedings.

5. Step 5

- a. If the grievant and/or the Association is not satisfied with the disposition of the grievance at Step 4, the grievant may request that the Association submit the grievance to arbitration.
- b. If the Association proceeds to arbitration, it shall so notify the District in writing within twenty (20) days of the termination of Step 4. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified time, the Association shall file a Demand to Arbitrate to the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- c. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator

shall determine the issues by referring to the written grievance documents and presentations of the parties at the hearing.

- d. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or to add to, subtract from, or modify the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
- e. All costs for the services of the arbitrator, including, but not limited to per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and Association. All other costs will be borne by the party incurring them, except for released time for the grievant(s), Association representative(s) and witnesses which shall be provided by the District.

C. General Provisions

- 1. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the District to take the action being grieved, nor justify the grievant's refusal to perform assigned duties.
- 2. The District and the Association may agree to the initial filing of a grievance with an administrator other than the immediate supervisor. Also, the parties may agree to omit steps in the grievance procedure to expedite the resolution of a grievance.
- 3. The time limits on the filing and processing of grievances may be extended only by a written agreement signed by the parties. Any time limit affected by the Winter Recess or Spring Vacation shall be extended by five (5) days.
- 4. A grievance must be filed and appealed within the time limits set forth, or the grievance shall be considered settled on the basis of the last answer given. Such settlement shall be binding on all parties. If a District representative fails to answer a grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance may be appealed to the next step within the appropriate time limits.
- 5. If the grievant decides not to have the Association represent him/her, his/her grievance shall not be considered settled without the Association having been given a copy of the proposed resolution and an opportunity to discuss the grievance with the District to state its views on the matter.
- 6. The purpose of these procedures is to secure, at the lowest possible administrative level, solutions to grievances. In order to encourage a professional and harmonious disposition of complaints, it is agreed that from the time a grievance is filed until it is processed through the final steps of these procedures, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.
- 7. Neither the District nor the Association shall take any reprisals against each other or any employee, administrator, or other person based upon his/her participation in the grievance procedure.

8. Records involved in a grievance shall be kept in a file separate from the grievant's official personnel file, except for material which otherwise would be appropriate for his/her personnel file.
9. Grievance meetings will be scheduled by the District at mutually convenient times and places. Except in cases of strict necessity, such meetings will be scheduled so as not to conflict with the grievant's work hours. However, when such meetings are scheduled to conflict with the grievant's work hours, reasonable release time, without loss of salary, will be provided to the grievant.

Article VIII - HOURS OF EMPLOYMENT

A. General

The parties recognize the varying nature of certificated employees' professional responsibilities which require that they spend as much time as necessary to fulfill their instructional and professional duties.

B. Normal On-Site Obligation

1. The normal on-site obligation shall be:
 - a. K-8 classroom teachers shall be from thirty (30) minutes prior to their first class until thirty (30) minutes after their last class. On Fridays, only when no specific professional responsibilities exist (e.g., parent conference, staff meeting, emergency or preparation period) unit members may leave the site at the end of their last class. Kindergarten teachers shall work the same number of hours as are worked by the other primary classroom teachers at their work site.
 - b. Teachers at Paramount High School shall continue to be seven (7) hours, forty-six (46) minutes, commencing thirty (30) minutes prior to their first classroom or preparation assignment. The remainder shall be available to the District and school for meetings, etc. On Fridays, only when no specific professional responsibilities exist (e.g., parent conference, staff meeting, emergency or preparation period) unit members may leave the site at the end of their last class.
 - c. Curriculum Specialists and Program Specialists shall work an eight (8) hour day, including at least a thirty-minute, duty-free lunch.
 - d. Child development teachers shall work an eight and one-half (8-1/2) hour day, including a 30-minute duty-free lunch period.
 - e. Resource Teachers, Teachers on Special Assignment (TOSA) librarians, nurses, academic site coaches, counselors, and language-speech specialists shall work the same number of hours on-site as is generally worked by the classroom teachers at their site.
 - f. The site administrator shall meaningfully consult the teachers at his/her school prior to any decision of the site administrator to modify the instructional day.
 - g. Teachers shall be available for conferencing with parents, administrators and other teachers during their non-teaching time. If teachers need to be away from their typical work areas for an extended period they shall inform the site administrator or his/her designee of where they may be located. If teachers need to leave campus prior to the end of their on-site obligation, they shall inform and receive permission from the site administrator or his/her designee prior to their departure.
2. Teachers who teach a "zero period" or its equivalent shall be exempt from the "half-hour before" requirement.
3. Other teachers shall work an eight (8) hour day, including at least a thirty-minute, duty-free lunch period, except as follows:

- a. Child development teachers shall work an eight and one-half (8-1/2) hour day, including a 30-minute duty-free lunch period.
 - b. Resource teachers, librarians, nurses, academic site coaches, counselors, and language/speech specialists shall work the same number of hours on-site as is generally worked by the classroom teachers at their site.
4. The length of the on-site obligation on all non-student workdays such as in-service days, orientation days, and the like, shall be the same as for a normal school day unless reduced by the individual site administrator.
5. Normal on-site hours shall be observed on all minimum student days unless reduced by the individual site administrator.
6. On a minimum day before a holiday when no specific responsibilities exist (e.g., parent conference, staff meeting, emergency) unit members may leave the site at the end of their last class or preparation period.
7. The maximum number of instructional minutes per day based on 180 student contact days shall be as follows:
 - a. Kindergarten 298
 - b. Grades 1 - 3 298
 - c. Grades 4 - 5 325
 - d. Grades 6 - 8 325

The number of assigned instructional periods at the sixth through eighth grade levels shall not exceed six (6) unless otherwise mutually agreed by the staff and the site administrator.

Regular Day

- e. Grades 9 - 12 372

There shall be no more than six (6) periods a day at the secondary schools (except Paramount High School-Continuation), including one planning and preparation period within the time indicated above.

8. The annual number of "instructional minutes" as defined by State regulations shall be no less than the following:
 - a. Kindergarten 36,000
 - b. 1 - 3 50,400
 - c. 4 - 5 54,000
 - d. 6 - 8 54,000
 - e. High School 64,800

In the event that it becomes necessary to suspend school such that the number of instructional minutes for a given school year fall below the amounts listed immediately above, the District and Association shall meet immediately for the purpose of rescheduling the minutes lost in order to maintain eligibility for funding.

9. Minimum student days shall be scheduled as follows:
 - a. For elementary parent conferences.

- b. On the last day of each semester at Paramount High School campuses.
- c. One day per week at each K-8 site. Two of these days per calendar month shall be designated for teacher preparation time (T-days).
- d. The administration and staff at each site will determine the specific dates for Back-to-School Night and Open House within the weeks designated in the negotiated calendar, but in no case on the same day the Board of Education meets. Dates that can be considered will be on Monday through Thursday. If the staff at a school cannot agree on a date, the principal shall make the final decision. Additionally, in scheduling both school events, consideration will be given to when the Association's Representative Council meets in an effort to avoid a calendar conflict.

For Back-to-School or Open House, the minimum days will be designated as days unit members will be able to leave at the end of their last classroom assignment or preparation period to prepare for the event.
- e. For such other reasons as the District may determine, including, but not limited to, planning and/or preparation time.

Minimum student days shall not exceed 240 minutes of instructional time.

- 10. Each site administrator shall consult with his/her staff with respect to methods of notifying the administrator's office of employee arrivals at and departures from the work site and also with respect to related procedures. The site administrator shall have the final and sole authority to establish such procedures; provided, however, that such procedures shall not be arbitrary or unreasonable.
- 11. Site administrators shall make a good faith effort to minimize the number of subject matter preparations required of each 6-12 teacher, and shall consult with teachers prior to assigning more than three different preparations, giving good faith consideration to the teacher's suggestions.

C. Other and Adjunct Duties

- 1. In addition to assigned classroom teaching (or support service) duties, teachers are expected to continue to perform other reasonable professional duties, many of which may occur outside the normal on-site duty obligation. Such duties include, but are not limited to: planning, selecting, and preparing materials for classroom instruction; reviewing and evaluating pupils' work; conferring and counseling with pupils, parents, staff, and administrators; keeping records; attending faculty, departmental, and grade level meetings of reasonable frequency and duration; supervising teacher aides; participating in approved staff development programs; keeping abreast of developments within the subject matter taught by the teacher; assuming reasonable responsibility for the proper use and control of District property, materials, supplies, and equipment; and participating in Back-to-School and Open House activities. Teachers shall not be required by the District to attend more than one other night or weekend meeting of parents/community organizations.
- 2. The District shall make a good faith effort to minimize the number of large and small group meetings at both the District and school level, which an employee is required to attend, from extending more than thirty (30) minutes

beyond the end of the normal student day. The District shall make a good faith effort to schedule Child Study Team meetings during the hours of teachers' normal on-site obligation.

3. The parties also recognize that teachers participate in adjunct duties on an assigned or a voluntary basis. Examples of such duties are: supervision of co-curricular, extra-curricular, and other non-classroom school activities of pupils, including student organization activities, playground and recess activities, and athletic and social events; and serving on committees providing advice and service for the District, including service on District-established committees for which the Association is asked to designate a representative and the teacher does not receive remuneration.
 - a. An employee may be required to provide service at an event for which admission is charged. Any such employee serving in positions which have previously been compensated shall be paid at the existing rate.
 - b. The District and the Association shall review the adjunct duty extracurricular assignment structure for the various grade levels. This review shall include, but not be limited to:
 - (1) A review of supervision for events for which admission is charged;
 - (2) The appropriateness of the positions for which teachers are being compensated, and the rates paid; and
 - (3) The problems relating to supervision of evening, non-school day and away-from-school activities.

The results of this review and any recommendations shall be provided to both parties.

- c. Each site administrator shall make a good faith effort to minimize the number of adjunct duty responsibilities at his/her work site. Adjunct duty responsibilities shall be as consistent as practicable and necessary among schools of the same level. Such duties shall normally be performed on a volunteer basis, but in any event are to be equitably distributed among the site staff and scheduled with reasonable advance notice. Volunteer time shall count along with assigned time in balancing out the sharing of adjunct duty responsibilities.
- d. In the event that an adjunct duty is rescheduled, the site administrator shall make a good faith effort to resolve schedule conflicts that this may create for an employee initially assigned to that duty.

D. Lunch Break, Relief Breaks and Preparation Time

1. Each teacher shall receive at least a thirty-minute duty-free lunch period, exclusive of passing time. Teachers whose assignment requires them to travel between various work sites shall not be expected to travel during those duty-free periods.
2. If necessary to meet the necessities of life, and if it cannot be taken during lunch, recess, nutrition, or passing periods, a relief break shall be provided for the teacher by the site administrator.
3. The District shall make every effort to secure substitute(s) whenever necessary for full staffing. When an employee must be utilized to provide

replacement services for temporarily absent employees, they shall be paid that part of the day-to-day substitute rate which is proportional to the portion of the class assumed and/or the portion of the day the service is provided. However, if the substitute service is the result of a mutual voluntary agreement between teachers (subject to administrative approval), it shall be without the aforementioned additional compensation. Utilization of non-classroom personnel as substitutes should be on an equitable basis, and should not be so excessive as to impair their performance of regular responsibilities.

4. Each full-time classroom teacher at all high schools and middle schools, shall be afforded one scheduled class period daily as a preparation period. Preparation periods shall be used for planning and preparation purposes. The scheduled preparation may, if deemed necessary by the site administrator, be used for providing replacement service for a temporarily absent teacher. The site administrator shall make a reasonable effort to distribute replacement assignments equitably with reasonable consideration being given to the expressed preferences of individual teachers.
5. RSP teachers and coaches in grades 6-8 will maintain their flexible schedule.
6. In grades 6-8, during the 2015-16 school year, collaboration will occur on fourteen (14) days designated "C" days on the District school calendar. There shall be seven (7) "T" days and fifteen (15) "D" days on the 2015-16 school calendar. Prior to the end of the school year, TAP will consult with unit members to evaluate the success of the collaboration pilot program. Changes to the collaboration calendar shall be a mutual reopener for successor agreement negotiations in 2016.
7. Instructional leaders at school sites shall meet prior to collaboration to create meaningful agendas. Collaboration shall include addressing student needs, District initiatives and site specific goals.
8. Notwithstanding paragraph 4 above, a teacher may be assigned to teach a sixth class in lieu of a preparation period to satisfy the staff allocation for the school as prescribed in Article XIV, Class Size.
9. Employees shall not be required to substitute for management personnel.
10. Site administrators may reasonably adjust an employee's starting and/or ending time provided the number of hours of on-site obligation for the particular employee remains consistent with other employees at the site.

E. Release Time For Special Purposes

1. At its discretion, the District may provide release time through the use of minimum days or the provision of paid substitutes for staff development and program planning and implementation surrounding the development of School Plans.
2. At its discretion, the District may also provide release time in the manner described above on either a District-wide or school-wide basis for the development and implementation of standards.

F. Annual Assignment

1. Prior to the close of each school year, the District and the Association shall mutually agree upon and publish the school calendar for the succeeding school years.

2. The annual duty assignment for returning full-time employees shall be 184 days except as specified below. This shall include two (2) student-free workdays prior to the beginning of instructional days, one (1) student-free day during the year and an additional student-free day at the end of the second semester as indicated on the calendar. Newly employed employees, unless otherwise noted, shall have an annual duty assignment of 185 days with the inclusion of an additional student-free orientation day.
3. Each site administrator shall hold free at least one of the orientation days for returning employees so that such time may be used on site by the employees for room preparation and the obtaining and preparing of classroom materials.
4. The Annual Assignment for counselors, both in the K-12 program and Adult Education, shall be 190 days.
5. Except as provided herein, the Annual Assignment for curriculum specialists shall be 194 days. The District retains the right to reduce the work year for curriculum specialist back to 184 days as program needs dictate. Notification to affected unit members shall be provided on or before March 15 of the year prior to the reduction.
6. The standard work year for the Adult Education program shall be thirty-eight (38) weeks, encompassing the same weeks as those worked on the traditional K-12 calendar.
 - a. For the purposes of determining eligibility for permanency of employment as an hourly Adult Education employee only, the employee must average a normal work assignment of at least twenty-one (21) hours per week for the regular work year noted above for two (2) years. This same standard shall not apply to any other classification of certificated employee.
 - b. While the work year may be reduced, once permanency has been attained, an employee's total annual work hours shall not be reduced except in accordance with the appropriate procedures set forth in the Education Code to effectuate such a reduction.
7. The Association shall not schedule Association meetings or orientation activities during the teacher's orientation day duty hours except, however, that the Association may distribute materials to new teachers during their first day of orientation in accordance with past practice.

G. Child-Care Work Year

1. Teachers working in the Community Based child care program and the State Preschool program shall have an annual assignment of 184 days. Employees in other child-care programs which are currently 12-month programs, shall have an annual assignment of 243 days. These employees shall have the same holidays as the District's administrative and classified employees. Early Childhood Education Center teachers shall accrue two-paid vacation days per month up to a permissible maximum accrual of twenty-four (24) days.
2. The base annual pay (not including anniversary increments) for employees working a 184-day year shall be 184/219 of the pay for teachers working a 243-day year. (See Appendix C)

3. Any employee working days in excess of the annual assignment shall be paid additional pro rata per diem pay, regardless of whether it is extended regular service or substitute service.
4. Employees working in 184-day positions shall be considered working full-year assignments for the purposes of:
 - a. Determining salary schedule placement, as provided in Article XVII.
 - b. Receiving teacher benefits, as provided in Article XIX; and
 - c. Determining service credit in the State Teachers Retirement System.
5. Employees working in 184-day positions shall not accrue vacation days. (Daily rate basis adjusted from 1/243 of the 243-day rate to 1/219 in lieu of vacation days.)

H. Sixth Class Assignments – Paramount High School campuses

If after the development of the master schedule, but in no event later than the end of six weeks from the beginning of the school year, the District determines it does not have enough sections in a subject area (e.g. history, math, English) to form a full-time equivalent teaching position or if the District, upon completion of the interview process, is unable to employ a qualified and competent teacher for such a position if one were formed, the following procedure shall be utilized in assigning teachers to teach a fifth or sixth class in lieu of their preparation periods.

1. No teacher shall be assigned sixth class involuntarily if there are teachers willing to accept the assignment on a voluntary basis, including those volunteers who have an appropriate credential authorization but are not currently teaching in the department in which the sixth class assignment exists.
2. When more than one teacher wishes to receive a specific voluntary or sixth class assignment, that teacher with the most departmental seniority within the department of the assignment from among those applicants having the appropriate credential authorization shall receive the assignment. If two or more applicants have the same departmental seniority, the one with the greatest District seniority shall be selected.
 - a. A teacher on a remediation design shall not be eligible for a sixth class assignment until they are off the remediation design.
3. Involuntary sixth class assignments shall not be made in an arbitrary and capricious manner.

Article IX - TRANSFERS AND REASSIGNMENTS

A. Definitions

1. Transfer - A change in the school or work location to which an employee is assigned. Changes in the school or area location of employees who are not normally assigned to a particular work site shall not be considered a transfer nor shall changes in classroom location or other assignment within the same school or work location.
2. Vacancy – A new or unfilled position which is within the bargaining unit and which the District has determined to fill with a probationary or permanent employee. Any position which is restored following a layoff of employees resulting from declining enrollment or a reduction in particular kinds of service shall not be considered a vacancy within the meaning of this Article until all former employees who are eligible for re-employment pursuant to California Education Code, Sections 44956, 44957, and 44958, and who desire to be re-employed by the District and are credentialed for the position have been returned to regular service within the District.
3. Reassignment - Any change in assignment within the same school or work site excepting any "change in job classification" as defined below.
4. Change in Job Classification - Any change from or to a classroom teaching assignment to or from any of the following positions: nurse, librarian, counselor, special class teacher, music teacher, RSP teacher, GATE teacher, resource teacher, reading specialist, language/speech specialist, multi-media resource teacher, bilingual teacher, teacher on special assignment, or any change between any of the above listed positions. For the purpose of this Article, a "change in job classification" shall be treated as a transfer.

B. Posting of Vacancies for the Next School Year

1. Commencing March 1 of each school year and continuing through the first day of the following school year, the District shall post on the District website and at each worksite in an area frequented by employees and at the District office, a notice of each vacancy known to exist for the following school year. Vacancies shall be posted on the District website prior to being posted on any other website. These postings shall include any vacancy in paid extra-duty positions as identified in Appendix D(1) and D(2) of this Agreement. Two copies of each notice of vacancy posted within the District shall be provided to the Association.
2. Each such posting shall be dated, shall have an application deadline of not less than ten (10) days after the date of posting, and shall not be filled on a regular basis prior to the application deadline.
3. Any employee who desires to be notified of a vacancy which becomes known during the summer recess shall, prior to the end of the school year, notify the District in writing of the school(s), grade levels(s), and subject area(s) and the manner to be informed of the position(s) in which the employee is interested. When a vacancy in any such position becomes known during the summer recess, the District shall notify the employee via email and/or U.S. Mail of the vacancy and will provide a Transfer Request Form to the employee.

C.

Late Openings

1. Subject to the rights, obligations, and exemptions, as set out in Education Code Sections 44956 and 44957 related to reappointment of permanent and probationary employees who have been placed on a reemployment list as a result of a reduction in force, late openings which occur and are to be filled during the same year will be filled by an individual from the reemployment list first. This will be done without complying with the posting and application procedures described in this article. If no qualified employee from the rehire list is available, the District may fill the position with an employee who has been declared "surplus" from his or her work location by virtue of an unanticipated drop in enrollment, program change, or the like.
2. If the District does not designate a "surplus" employee to fill such a position, it shall fill the position in either of the following ways:
 - a. On a regular basis by complying with the normal posting and application procedures; or
 - b. On an interim basis for the balance of the semester or year with a current or new employee without regard to the posting, application or transfer procedures. If the position filled on an interim basis will exist in the subsequent school year, it must be posted as an opening for the subsequent school year and filled in compliance with the posting and application procedures of this Article. In addition, if the employee is involuntarily transferred to an opening on an interim basis, that employee shall, at the end of the interim appointment, be permitted to return to the employee's former position, if that position still exists and if that employee would not otherwise have been transferred. The District shall notify the Association in writing whenever a late opening is filled on an interim basis.

D.

Voluntary Transfers

1. Employees may apply for a transfer within the application deadline to any opening posted pursuant to the provisions of Section B of this Article. Prior to April 1, of the school year, employees may also apply for transfer for the following school year even if there are no known openings at the time of application; provided, however, that the application specifies the school(s), grade level(s), and subject area(s) of the positions to which the employee would like to transfer.
2. When an employee wants to transfer, the following procedure shall be followed:
 - a. The employee shall obtain a Transfer Request Form from the Human Resources Office and complete the appropriate section of the form.
 - b. The employee shall then submit the completed Transfer Request Form to the employee's site administrator for signature and comment. Such signature shall be an acknowledgment that the site administrator has been informed of the employee's desire for transfer. If a Transfer Request Form is submitted in connection with a particular vacancy or for the purpose of specifying interest in a position if one should become vacant, the employee shall be notified that the form has been received. Transfer forms received directly in the Human Resources department will be date stamped with a copy

provided to the employee. If the form is submitted electronically, they will receive an email acknowledgement.

- c. The Human Resources Office shall furnish the site administrator of the work site where a specific vacancy exists with the name(s) and present assignment(s) of employee(s) applying for the vacancy. That site administrator shall interview each employee requesting the transfer, and then shall make a recommendation to the Assistant Superintendent, Human Resources.
3. When, as reasonably determined by the District, the qualifications of candidates for a particular position are equal, present employees shall be given preference over non-employees and the present employees with the greatest seniority shall be given preference over the other present employees.
4. When a transfer request is denied, the District shall notify the employee whose transfer request was denied. The Assistant Superintendent, Human Resources, upon written request of the employee, shall meet with the employee and explain the specific reason(s) for the denial. A representative of the Association may be present at this meeting if requested by the employee, and another representative of the District may be present at this meeting if requested by the Assistant Superintendent, Human Resources.
5. Filing a request for transfer shall be without prejudice to the employee in the employee's present position.

E. Involuntary Transfers

1. The District shall initiate transfers only for identifiable, reasonable, education-related reasons as follows:
 - a. to resolve credential problems or other legal requirements; or
 - b. to meet staffing needs caused by change in enrollment, new site locations, class size locations, class size adjustments and the like; or
 - c. to balance school staffs with respect to race, sex, ethnicity, and age; or
 - d. to meet instructional and curriculum needs and program changes, including the need for special skills and experience at another location; or
 - e. to reallocate staff as necessitated by school closures; or
 - f. to carry out an administrative recommendation that a transfer will be likely to improve the performance of an employee. In making such a transfer, the District shall provide the employee with a written statement of the areas of performance in which improvement is needed and the level of competency expected in the new position. [The District shall not involuntarily transfer any employee for performance reasons more frequently than once during any two (2) consecutive years.]
2. When the District determines that it is necessary to transfer an employee involuntarily, the determination of which employee will be transferred shall be based upon identifiable, reasonable, educationally related (non-ordered) factors, including but not limited to the following:
 - a. competence and experience in the area(s) of assignment

- b. credentials
 - c. length of service in the District
 - d. major and minor fields of study
 - e. present subject area or grade level assignment
 - f. qualifications in extracurricular areas and/or other special skills or experiences
 - g. quality of unit member's performance as evidenced by recent performance evaluations, improvement program or "G.3" plan
 - h. staffing needs of the school.
3. The District shall observe the following procedures in making involuntary transfers:
- a. The site administrator shall notify the employee who is being considered for an involuntary transfer. Upon request of the employee being considered, the site administrator shall meet with the employee to discuss the identifiable reasons for the proposed transfer. If the employee objects to the proposed transfer, he/she shall state specific reasons for such objection. The employee may suggest alternatives to his/her site administrator who shall discuss the proposed alternatives with the employee. A representative of the Association may be present at this meeting if requested by the employee, and another representative of the District may be present at this meeting if requested by the site administrator.
 - b. Once a decision has been made to transfer the employee, the Assistant Superintendent, Human Resources, shall meet with the employee and notify him/her of the transfer. The employee shall sign the transfer form at this meeting, which shall verify only that the employee has been informed of the transfer. If requested in writing by the employee, the Assistant Superintendent of Human Resources shall provide the employee with a written statement of the identifiable reason for the transfer. A representative of the Association may be present at this meeting if requested by the employee, and another representative of the District may be present at this meeting if requested by the Assistant Superintendent, Human Resources.
 - c. Any employee transferred by the District during the school year shall be given as much notice as possible within the constraints of the District's needs. The employee shall be allowed at least two (2) instruction-free days prior to commencement of work in the new assignment. In addition, the District shall, upon request, provide assistance in moving the employee's materials to the new work site. The District shall make reasonable efforts to ensure that the movement of the employee's materials is accomplished during the instruction-free days provided. Further, the District shall make reasonable efforts to ensure that the room to which the employee is being transferred is ready for occupancy, including all necessary cleaning and the provision of all essential furniture, equipment and materials, at the time the transfer is implemented.
10. In making all decisions relative to involuntary transfers, the District shall not act in an arbitrary or capricious manner.

F. Involuntary Transfers Due to Over Staffing

1. If the District determines that transfers are necessary because of Over staffing, the employees at the school where the Over staffing exists shall be notified of the number of employees to be transferred and the grade levels, track and subject areas where the surplus exists.
2. At the time such notices are given, the site administrator shall request volunteers for the transfers.
3. In determining the qualifications of a volunteer for the proposed transfer, the following (non-ordered) factors shall be considered by the District when appropriate:
 - a. competence and experience in the subject area
 - b. credentials
 - c. length of service in the District
 - d. major and minor fields of study
 - e. present subject area or grade level assignment
 - f. qualifications in extracurricular areas and/or other special skills or experience
 - g. quality of unit member's performance as evidenced by recent performance evaluations, improvement program or "G.3" plan
 - h. staffing needs of the school
4. If after requesting and considering volunteer(s), the District determines that it is necessary to transfer employee(s) involuntarily, the employee(s) on the affected staff with the least seniority will be transferred unless there is a reasonable, education-related reason for bypassing the employee(s). The District shall not involuntarily transfer any employee due to overstaffing more frequently than once during any two (2) consecutive school years.
5. Involuntary transfers necessitated by the closure of a school are not to be considered transfers due to overstaffing.
6. Once a decision has been made to involuntarily transfer the employee, the site administrator shall notify the employee of the reasons, in writing, as soon as possible.

G. Involuntary Transfer to Substitute Status

1. If it is determined that the District has "surplus" employees and an employee must be transferred to serve as a substitute, the District shall solicit volunteers from among employees throughout the District at the level (elementary, intermediate, or secondary) in which the surplus exists. In determining the qualifications of a volunteer for the proposed transfer, the District shall consider the appropriate factors enumerated in Section F.3 of this Article.
2. If after requesting and considering volunteer(s), the District determines that it is necessary to transfer an employee involuntarily to substitute status, the employee in the affected level with the least seniority will be transferred, unless there is a reasonable, education-related reason for bypassing the employee or unless the proposed transfer will necessitate the transfer or

reassignment of more than one employee besides the least senior employee.

H. Reassignment

1. Any employee may request a change in assignment by submitting such request in writing to the employee's site administrator. Requests for reassignment shall be denied only for identifiable, reasonable, education-related reasons.
2. The District shall observe the following procedure in making reassignments:
 - a. Involuntary reassignments shall be made only for identifiable, reasonable, education-related reasons.
 - b. The site administrator shall notify the employee who is being considered for a reassignment. Upon written request from the employee, the site administrator shall meet with that employee to discuss the identifiable reasons for the proposed reassignment. If the employee objects to the involuntary reassignment, he/she shall state specific reasons for such objections. The employee may suggest alternatives to his/her site administrator who shall discuss the proposed alternatives with the employee.
 - c. Once a decision has been made to reassign the employee, the site administrator shall notify the employee in writing as soon as possible. Any teacher who is involuntarily reassigned must be notified of the reassignment at least five (5) days in advance of the time the reassignment is to be effective.
3. Prior to the end of the school year, each employee shall be informed, in writing, of his/her tentative assignment for the coming school year. If this tentative assignment is subsequently changed, the employee shall be notified as soon as possible.
4. When an employee's assignment is substantively changed after the commencement of the his/her work year, he/she shall be provided the considerations noted in Section E.3.c. above. A substantive reassignment is:
 - a. When the employee's base work station is changed;
 - b. When there is a complete change in an elementary employee's grade level assignment; or
 - c. When the majority of a secondary employee's assignment is changed to a different department.
5. In making all decisions relative to reassignments, the District shall not act in an arbitrary or capricious manner.

I. Assignments - Credentialing

1. Employees shall be assigned to positions consistent with their credentials and authorizations on their credentials. Should any misassignment occur, any performance evaluations made of that employee under Education Code Sections 44660 - 44664 and/or Article IX, I., of this Agreement in any misassigned subject shall be nullified.
2. All employees, upon employment, assignment or reassignment, shall be advised by the District both orally and in writing of the credential

requirements of the pending assignment(s), the means of expanding their credential authorization and the legal and economic implications of being misassigned.

3. A committee on assignments shall be established to evaluate and approve applications from employees to teach for up to 40% of a full-time teaching assignment outside the employee's credential authorization. This committee shall be comprised of an equal number of teachers who are members of the bargaining unit and school administrators. The teachers shall be selected in a manner determined by the Association. Teachers shall be provided release time when meetings of the committee are scheduled during the teachers' workday, or paid the workshop hourly rate if the meeting is scheduled after the teachers' work day.

J. Job-Sharing

1. Two (2) employees may request to share one (1) full-time position, subject to the following conditions:
 - a. Participants must be permanent employees.
 - b. Participants must have agreed to work together.
 - c. Participants must be appropriately credentialed for the assignment.
 - d. Participants must have submitted a written proposal for the shared assignment. The job-sharing proposal shall include:
 - (1) the work schedule and/or work year for each employee;
 - (2) each employee's credentials for the assignment;
 - (3) distribution of health and welfare benefits;
 - (4) joint planning time;
 - (5) attendance at District-provided inservice, staff development days, District minimum days, parent conferences and school site committees.
2. The job-sharing proposal shall be submitted to the appropriate site administrator by March 1 prior to the year for which job-sharing is requested.
 - a. The site administrator shall either recommend approval of the shared assignment or shall deny the request. The Superintendent and Board of Education must also approve each proposal.
 - b. Employees shall be informed of the status of their proposal by May 1.
 - c. Job-sharing assignments are for one school year only and a new proposal must be submitted and approved annually.
3. Requirements
 - a. Upon approval of a job-sharing proposal, each participant shall sign a contract for the following school year.
 - b. A job-sharing participant shall receive one year of salary schedule credit for every two (2) full years of service in job-share assignments.
 - c. Salary for each participant shall be the pro-rated share of the amount the employee would have earned in a regular full-time position.

Only one participant shall be entitled to health and welfare benefits unless each participant is assigned fifty percent (50%) of the position, in which

case, each participant may apply fifty percent (50%) of the District contribution for benefits to their benefit package. Any excess cost shall be borne by the participants. The two 50% participants shall have the option to allow one participant to receive all benefits. The participant who waives benefit monies shall furnish proof of alternate medical insurance coverage.

- d. Each participant shall receive pro-rated leave benefits.
- e. Each participant shall attend the inservice and staff development days provided during their days on track.

4. Return to Full-Time

- a. Unless agreed to otherwise, if both participants are from the host site or from two other sites, the participant with the greatest District-wide seniority between the two participants shall be allowed to return to the full-time position if the participants elect to terminate the job-sharing during the school year or if the job-share assignment is not renewed for the next school year. The other participant shall be placed in the first available opening that he/she is credentialed to fill.
- b. Unless agreed to otherwise, if only one participant is from the host site, that participant shall be allowed to return to the full-time position if the participants elect to terminate the job-sharing during the school or if the job-share assignment is not renewed for the next school year. The other participant shall be placed in the first available opening that he/she is credentialed to fill.

K. Internal Sabbaticals for Employees Serving in Designated Bilingual and Special Education Classrooms.

- 1. The District will provide for granting internal sabbaticals to teach in a non-bilingual or regular education classroom to a limited number of permanent employees who have served full-time for a least six (6) consecutive years in designated bilingual or special education classrooms. Applications must be received by February 1, and will be accepted from those teachers who are not on an improvement plan.
- 2. By July 1 of each year the District shall provide for internal sabbaticals for as many as 4 full-time permanent employees serving in designated bilingual classrooms and as many as 2 full-time permanent teachers serving in designated special education classrooms.
- 3. Employees who qualify as described in paragraph (1) above may apply for an internal sabbatical for one complete school year. A second consecutive year shall be considered upon the request of the teacher. Original requests and requests for the one-year extension must be received by Human Resource Services not later than February 1.
- 4. At any time following the conclusion of the period of the internal sabbatical, and based upon the current needs of the District, the employee will expect and may be required to be reassigned to a designated bilingual or special education classroom as appropriate. The employee will not expect to be reassigned to the position or site to which he or she was assigned immediately prior to the internal sabbatical.
- 5. Employees who apply for the limited number of internal sabbaticals will be selected based upon identifiable, reasonable, educationally related factors.

6. Any request for an internal sabbatical which has not been granted by July 1 will be considered null and void and the employee must reapply by February 1 of the subsequent school year. This provision in no way diminishes the District's intent to grant such sabbaticals up to the level described above, but acknowledges the time required to secure appropriate replacement staff.

Article X – EVALUATION PROCEDURES

A. Responsibilities

The District retains sole responsibility for the evaluation and assessment of performance of each employee, subject only to the following procedural requirements. Accordingly, no grievance shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the District, nor shall it contest the judgment of the evaluator or content of the evaluation. Grievances relating to evaluation shall be limited to claims that the following procedures have been violated or unreasonably applied.

B. Frequency of Evaluation

Employees shall be evaluated in writing according to the chart below:

TEACHER/COUNSELOR MATRIX

Employment Status	Yrs. in District	Evaluation Cycle	Forms
Prob or Temp	1-2+	Every year	Rotate #1 & #2
Permanent	3-10	At least every 2 yrs. starting with the 1 st year of permanency	Rotate #1 & #2
Permanent	11+	At least every 4 yrs.*	#3

SUPPORT STAFF MATRIX

Employment Status	Yrs. in District	Evaluation Cycle	Forms
Prob or Temp	1-2+	Every year	#5
Permanent	3-10	At least every 2 yrs. starting with the 1 st year of permanency	#5
Permanent	11+	At least every 4 yrs.*	#5

*Evaluator and employee must agree to this term. Employee must be highly qualified, as defined, and most recent evaluation rated employee as meeting or exceeding standards (i.e., met or in-progress). (Additional forms are used for counselors and support personnel, as described in E.2)

1. Where the District has reason to believe that a permanent employee's performance may be unsatisfactory or could benefit from more frequent evaluation(s), it may evaluate the permanent employee more frequently than the above chart indicates, provided:

- a. The District informs the employee in writing of the identifiable educationally related reason(s) for the extra evaluation. Such notices shall include the information required by paragraph G.3. of this Article.
 - b. Any such evaluation shall be conducted according to the procedures set forth in this Article.
2. Where the District has reason to believe that any employee's performance may be unsatisfactory or could benefit from more frequent evaluations and where one or more of the time deadlines set forth herein have passed, the District may issue an interim evaluation, provided:
 - a. Any employee being evaluated on an interim basis shall be informed, in writing, of the identifiable reason(s) for the interim evaluation.
 - b. To the extent possible, any interim evaluation shall be conducted according to the procedures set forth in this Article.
3. In addition, the District may require the establishment of assessment techniques in relationship to the California Standards for the Teaching Profession, hereafter referred to as CSTP, under Section F. below, for all employees in the year that they are being evaluated. During the year that an employee is not regularly scheduled to be formally evaluated, he/she shall meet with his/her site administrator for the purpose of discussing the employee's primary educational intents and professional goals for that year. Such meeting shall occur on or before the 45th contract workday (excluding new teacher orientation). If the administrator elects, he/she may prepare notes documenting the meeting. A copy of these notes will be given to the employee.
4. Any permanent employee not scheduled for evaluation shall not be subject to the procedures contained in Section G. of this Article without compliance with the provisions of this Section.
5. Nothing herein shall otherwise limit the right of the District through its administrators to observe informally a permanent employee in a year in which he/she is not being evaluated.
6. Should an employee be employed after the mid-point of the first semester of a school year, evaluation for that year shall be at the option of the evaluator.

C. Identity of Evaluator

An employee to be evaluated in a given school year shall be notified in writing of the identity of his/her evaluator no later than the 30th contract work day (excluding new teacher orientation).

1. The evaluator shall be the employee's site administrator or such other management employee so designated by the District. Unit members shall not evaluate other unit members; i.e., by TOSA.
2. An employee working at more than one work site shall have one management employee designated as his/her primary evaluator. The site administrator(s) at the other site(s) to which he/she is assigned may provide input to the primary evaluator.
3. The employee may request a change in his/her evaluator by submitting such request in writing to the Assistant Superintendent, Human Resources,

stating the identifiable reason(s) for such request. However, the District shall have the sole authority to determine whether or not the evaluator shall be changed, provided that it shall not exercise that authority arbitrarily or capriciously.

D. Evaluation Materials

Prior to the initial meeting between the evaluator and evaluatee referred to in Section F.1. of this Article, the employee shall be provided a copy of CSTP Standards and observation forms, California State Standards, a calendar of all evaluation deadlines, the areas to be utilized (if they exist) in his/her evaluation, if different from those described in Section E.1. a.-e. below, and any District procedural guidelines relevant to the employee's assignment.

At the initial meeting, the evaluator shall ascertain whether the employee has a copy of the current District-wide objectives, philosophy, goals and current curricular objectives appropriate to the subjects and/or grade levels taught. Should it be determined that the employee does not have a copy of the items mentioned herein, the evaluator shall provide the employee with copies.

E. Areas of Evaluation

1. Employee competency shall be evaluated as it reasonably relates to:
 - a. The progress of students toward established objectives of expected student achievement; CSTP 5
 - b. The instructional techniques and strategies used by the employee; CSTP 3
 - c. The employee's adherence to curricular standards, if such standards exist for the subjects and/or levels taught by the employee; CSTP 4
 - d. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities; CSTP 1, CSTP 2
 - e. Adjunct duties and other identifiable education-related responsibilities; CSTP 6
2. The District shall notify the Association of those certificated, non-instructional positions for which the District believes that the duties and responsibilities cannot be evaluated appropriately under the foregoing paragraph 1. The District shall consult with the Association in determining the areas of evaluation and assessment with respect to such positions, and the parties shall negotiate in good faith over modifications of the procedures thereto at the request of either party. During any such period of requested negotiation, nothing in this paragraph shall in any respect limit or otherwise affect the District's right or ability to evaluate certificated non-instructional employees in accordance with existing procedures or past practices.

F. Establishment of CSTP Standards and Assessment Techniques

1. Each evaluator shall participate with the evaluatee in establishing identified CSTP Standards and the techniques for assessing whether the standards have been achieved.
 - a. Assessment techniques may be established in each of the areas noted above in Section E.
 - b. The evaluator shall not act arbitrarily or capriciously with respect to

the establishment of standards and assessment techniques.

- c. If the employee and his/her evaluator cannot reach agreement on the standards and assessment techniques after having made a good faith effort, the evaluator shall determine the standards and assessment techniques.
 - (1) If the employee disagrees with this determination, the employee may attach a written statement to the form delineating the areas of and reasons for the disagreement.
 - (2) It is understood that the reasons for disagreement over standards and assessment techniques may include, in addition to other reasons, the lack of adequate facilities, materials, equipment, and furnishings.
 - d. The initial standard-setting conference and the Professional Evaluation Report-Initial CSTP Standard-Setting Conference (CSTP Evaluation Forms 1, 2 or 3) shall be completed, if possible, by the 55th contract work day (excluding new teacher orientation), and, in any event, no later than the 65th contract work day (excluding new teacher orientation).
2. The CSTP Standards and assessment techniques initially determined pursuant to Section F.1. of this Article may be modified. The determination of new evaluation elements shall be arrived at as in Section F.1. of this Article.
 3. The District may utilize any generally accepted assessment techniques, including, but not necessarily limited to, observation, statistical studies, anecdotal records, conferences and related reports, and standardized and teacher-constructed tests, except that the District shall not utilize, for evaluation purposes, publishers' norms established by standardized tests.

G. Monitoring Procedure

1. The evaluator shall monitor such activities of the employee as the evaluator deems necessary to evaluate the employee's progress toward meeting the established CSTP Standards.
2. Each employee being evaluated shall be observed by the evaluator at least once during the evaluation period.
 - a. The employee being evaluated shall receive advance notice of the date and time of the evaluator's first observation. The observation shall be for a period of at least thirty (30) minutes.
 - b. For any subsequent observations, the evaluator shall not be required to give the employee being evaluated any advance notice.
 - c. The evaluator shall hold an observation conference with the employee after each formal observation of that employee. A "formal observation" refers to an observation about which a formal observation report is filled out and filed. The conference shall be held and the report provided to the employee within a reasonable time after the observation.
3. If, at any time during the evaluation period, the evaluator determines that the employee needs to show improvement to meet the stated standards or other

areas of evaluation, he/she shall within a reasonable time notify the employee.

- a. The evaluator shall also provide the employee at that time with the following in writing:
 1. Areas where improvement is needed;
 2. Specific suggestions for improvement;
 3. Techniques and standards that will be utilized in assessing improvement;
 4. The time schedule to be utilized for monitoring progress; and
 5. A list of any resources which the evaluator decides to be made available to the evaluatee to assist with improvement.
 - b. Unless a change in grade or subject area is necessary because it is in the best interest of the students, or if a class is closed or reorganized during the time a unit member is working under a remediation plan, his or her assignment will not be changed.
4. The evaluation shall be reduced to writing, and a copy of it shall be given to the employee being evaluated not less than thirty (30) calendar days before the end of the employee's school year.
 5. The evaluation report shall relate to the CSTP Standards determined in accordance with Section F above, and the other areas defined in Section E.1. a.-e. above. It shall summarize the data collected during the evaluation period and shall also include the evaluator's judgment of the effectiveness of the employee's performance along with the necessary recommendations. When the employee is presently performing satisfactorily in a previously identified area of deficiency, such satisfactory performance shall be noted in the evaluation.
 6. Any evaluation including a "not met" rating shall be predicated upon information which has been brought to the attention of the employee in accordance with Section G.3. above. To the extent practicable, such information shall be provided the employee in a timely manner so as to provide him/her with a reasonable period of time to remediate the problem. Any assertion that an employee has not adhered to CSTP Standards shall be limited to instances where it was ascertained at the initial conference that the employee had the current CSTP Standards. Any rating of an employee's performance as "not met" in any area shall not be arbitrary or capricious.
 7. The evaluation report shall be discussed in a conference between the evaluator and the employee prior to the close of school. An Association representative may also be present at the conference if requested by the employee, and another administrator may be present at the meeting if requested by the evaluator.
 8. The employee shall sign the evaluation report at the evaluation conference. The signature does not necessarily indicate that the employee endorses or agrees with the contents of the report. Within fifteen (15) days after the evaluation conference, the employee may submit a written response to the evaluation's statement, which shall be attached to the evaluation and placed in the employee's personnel file.

9. If an employee receives an evaluation pursuant to Section G.4., noting unsatisfactory performance in the area of teaching methods or instruction, the District may require that he/she participate in a formalized improvement program. This requirement shall be imposed only after remediation has been initially attempted in accordance with Section G.3. If such a requirement is imposed, the following conditions shall control:
 - a. The composition of the program shall be developed by the evaluator in consultation with the employee, with the evaluator giving good faith consideration to suggestions proposed by the employee;
 - b. In the event that it is determined that released time is necessary, it shall be without loss of pay to the employee;
 - c. If the program includes peer participation, one peer shall not participate in the evaluation of the other; and
 - d. This program shall not be punitive nor shall it be administered in an arbitrary or capricious manner.

Within a reasonable time after the conclusion of the required improvement program, the employee shall be re-evaluated in accordance with Section G.3.a., b. and 4. This does not limit the District's right to monitor the employee's performance during the remediation process.

H. Third Party Complaints

In the event significant complaints or derogatory allegations are made against an employee by anyone other than his/her evaluator or another bargaining unit member, the following procedures shall be followed:

1. The complaint or allegation shall be forwarded to the employee's evaluator or site administrator.
2. If the complaint or allegation is received within a reasonable time of the event(s) giving rise to it, the site administrator shall advise the employee of it within a reasonable time, identifying the complainant if known. If the complaint or allegation is not timely, it shall be disregarded. In determining whether a complaint or allegation is timely, the nature and seriousness of the complaint or allegation may be considered.
3. If requested by the employee, the District shall make a reasonable effort to arrange a meeting between the employee, the complainant and the site administrator, in an effort to solve the problem. The employee may be represented by the Association if he/she so desires.
4. In the event the matter remains unresolved, the complainant will be asked to submit a signed complaint or allegation. The complaint or allegation shall be disregarded if the complainant does not submit the complaint in writing, or if it is withdrawn. Notwithstanding the above, should the District determine that the complaint raises serious questions of misconduct, the District may place the complaint in writing.
5. The site administrator shall make a fair and reasonable effort to verify the accuracy of any written complaint or allegation.
6. The employee shall have the right to submit a written response to any written complaint or allegation received.

7. The employee shall have the right to be heard by any District representative or body designated to review the written complaint or allegation. He/she may be represented by the Association if he/she so desires.
8. Any complaint or allegation deemed by the District to be without merit shall not be placed in the employee's file.
9. Any action taken by the District against the employee on the basis of such complaint or allegation shall not be arbitrary or capricious.
10. Section H shall not apply in cases involving complaints against unit members in which the subject matter is addressed under state or federal law, including, but not limited to, complaints involving child abuse, sexual harassment, discrimination, civil rights and other statutory violations.

I. Progressive Discipline

The District endorses the concept of progressive discipline in dealing with employee conduct. Consistent with its philosophy, the District intends to continue training and/or advising supervisory staff regarding the implementation of this concept.

Article XI - PERSONNEL FILES

- A. An employee shall have the right to examine his/her personnel file, and upon his/her written authorization, a representative of the Association shall be permitted to examine the materials in the employee's personnel file. Personnel file review shall occur after the employee's normal working hours if he/she is to be present.
- B. Access to personnel files shall be on a need-to-know basis, as authorized by the Superintendent or Assistant Superintendent, Human Resources.
- C. Any written material placed in an employee's personnel file shall bear the name of the person who has drafted such material and the name of the person who is placing it in the file along with the dates on which the material was prepared and on which it was placed in the file.
- D. Derogatory material shall be placed in an employee's file within a reasonable time of the event(s) giving rise to it.
- E. No derogatory material shall be placed in an employee's file until the employee has had an opportunity to review and submit a response to it.
- F. The contents of all personnel files shall be kept in the strictest confidence.
- G. Documents belonging to the District and containing allegations of unsatisfactory performance or unprofessional conduct shall be subject to these provisions.

Article XII - EMPLOYEE SUSPENSION

- A. No employee shall be suspended without just cause and due process. Such due process shall include, but not be limited to, the procedures delineated in this Article.
- B. Whenever the District proposes to suspend an employee, the employee will be notified in writing. The notice shall include:
 - 1. A specific statement of the act(s) or infraction(s) upon which the suspension is based;
 - 2. A statement of the rules, regulations, policies and/or statutes alleged to have been violated, with copies attached;
 - 3. The proposed length of the suspension;
 - 4. Whether the suspension is to be with or without pay;
 - 5. The date upon which the suspension is proposed to begin. Such date shall be no sooner than twenty (20) days following the date of service.
 - 6. A notice of the employee's right to appeal the suspension under the provisions of Article VII, Grievance Procedures; and
 - 7. A notice of the employee's right to be represented by the Association.
- C. Any notice of proposed suspension shall be served within a reasonable time of the event(s) giving rise to it.
- D. A copy of any notice of proposed suspension shall be provided to the Association no later than the time it is provided to the employee.
- E. Suspensions may be for no more than fifteen calendar days.
- F. A suspension may be without pay, but it shall not reduce or deprive the employee of any Employee Benefits as provided by Article XIX.
- G. If a suspension is appealed, its implementation shall be stayed pending resolution of the appeal.
- H. All information or proceedings regarding a suspension shall be kept confidential by the District.
- I. It is understood that the provisions of this Article do not diminish or reduce the rights and/or obligations of the District under Education Code Sections 44939, 44940 and 44942.

Article XIII - LEAVES OF ABSENCE

A. General Provisions

1. A leave of absence is an authorization for an employee to be absent from duty, generally for a specific period of time and for an approved purpose.
 - a. An authorized absence may be approved for no less than one-half day. A half-day absence will be approved only if requested in advance and the work site and employee receive verification that a substitute has been assigned to replace the absent employee.
2. An employee on leave of absence shall have a right to return to the District in a position of the same status and rank at the conclusion of the leave. Employees returning from a leave of absence shall be assigned as follows:
 - a. If the position which they held at the time they went on leave is held by a substitute or temporary employee, the returning employee shall be assigned to that position.
 - b. If the position which they held at the time they went on leave no longer exists or is held by another permanent employee or a probationary employee, the returning employee shall be reassigned in accordance with the provisions of the Transfer Article.
3. A condition of each leave of absence is that any required license or certificate held at the time the leave is granted properly authorizing the service, must be maintained in full force by the employee.
4. Employees on paid leave of absence, unless otherwise provided herein, shall receive wages, salary step advancement, health and welfare coverage, vacation and retirement credit in the same amount as if they were not on leave. Those employees who go on an unpaid leave of absence during any period shall receive their health and welfare coverage for the balance of that pay period. Thereafter, they shall be allowed continued coverage pursuant to the terms of the insurance plan selected, at their own expense, provided that they made advance payment of the premium in a manner reasonably required by the District.
5. Unless otherwise specified in this Agreement, an employee returning from any and all absences must contact his/her site administrator before 1:30 p.m. of the workday preceding the workday of intended return. Those employees on double session shall give such notice no later than 2 hours before the end of their instructional day. An employee who fails to provide such notice of intention to return to duty before the specified time limits above shall not be permitted to return to duty that workday and shall be charged with an additional day of absence, assuming that the District has hired a substitute for that day.
6. It is agreed that an employee who is absent from work other than for those days as authorized by state law or authorized leave provisions of this Agreement is taking an unauthorized absence. The District may deduct a salary amount equal to the employee's established daily rate for unauthorized absences, and such employee may be subject to disciplinary action, or may be deemed to have abandoned employment.

7. Employees who are ill, or who will be absent for other emergencies on any scheduled working day shall notify the Human Resources Department. Such notice shall be by 6:30 a.m. when possible. Substitute assignments are made by the Human Resources Department. Employees are not to call substitutes to make assignments but may recommend substitutes to the Human Resources Department. This notice shall consist of their name, work location, the reason for their absence, and the intended date of their return to work. Failure to notify the Human Resources Department as specified above may result in loss of pay for that workday and each subsequent workday the employee fails to or refuses to report his/her absence. Such failure or refusal to report absences may result in disciplinary action.
8. The employee's site administrator may, at his/her sole discretion, authorize an employee absence without loss of compensation for less than one day provided no paid substitute is required.
9. Employees who are going to be absent on a pre-planned or pre-scheduled leave shall notify the District of their intended absence as specified in the particular section authorizing such leave in this Article.
10. Employees who are on long-term leaves of absence shall notify the District in writing of their intention to return at least 45 calendar days prior to the expiration of their leaves. If an employee fails to give such notice, the District shall make a reasonable effort to contact the employee, or if the employee fails to respond in writing to the District within a reasonable period time after being contacted, the employee may be subject to disciplinary action or may be deemed to have abandoned the position.
11. Request for an extension of a long-term leave of absence shall be submitted in writing to the District and should be submitted at least 45 calendar days prior to conclusion of the leave. The granting of such extension shall be in writing and at the discretion of the District.
12. In accordance with its present practice, the District shall provide each employee, including hourly, with his/her Accumulative Sick Leave Record. This record shall be given to each employee by November 1, of each school year.
13. For the purpose of this section, a registered domestic partner shall be afforded the same rights accorded a spouse of an employee.

B. Sick Leave

1. The purpose of sick leave utilization shall be physical and/or mental disabilities which make continued presence at work impracticable.
2. Full-time unit members will earn ten (10) days of leave of absence annually for illness or injury. Employees whose regular work year assignment is more than 184 days shall receive one (1) additional day of sick leave for each additional 18 days, or major fraction thereof (10 or more) worked. Employees shall receive full pay for sick days thus allowed in any school year, and the number of days not used shall accumulate from year to year. Every employee who works less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.
3. Any unused days of sick leave accumulated while employed in the K-12 program may be used by an employee working in an Adult Education contract assignment. Unused days of sick leave accumulated by a contract

Adult Education teacher subsequently may be used by that teacher if he/she transfers to a K-12 position.

4. Allowable sick leave credit for any one school year need not be accrued prior to being taken by the employee during said year. An employee who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final check.
5. When absent on sick leave, an employee shall receive full salary and benefits for that period of his/her absence covered by his/her current and accumulated sick leave.
 - a. As provided by Education Code Section 44977, during each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave and catastrophic leave to the extent available, and continues to be absent from his/her duties due to illness or injury, he/she shall be paid for a maximum of five (5) months, whichever is the greatest between the following two options:
 - i) the difference between his/her salary and the amount that would be paid to the least expensive District substitute regardless of the amount earned by the substitute hired; or
 - ii) 50% of his/her salary. If no substitute is employed, the amount that would have been paid to the least expensive substitute shall be deducted from the employee's salary. The sick leave, including accumulated sick leave and catastrophic leave to the extent available, and the five-month period shall run consecutively. An employee shall not be provided more than one five-month period per illness or injury. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.
 - b. As provided by Education Code Section 44977, when a certificated employee has exhausted all available fully-paid sick leave, including accumulated sick leave and catastrophic leave to the extent available, and continues to be absent due to illness or accident for a period beyond the five-month period provided pursuant to Education Code Section 44977, and the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months (if the employee is non-tenured), or for a period of 39 months if the employee is tenured. When the employee is medically able, during the 24- or 39-month period, the certificated employee shall be returned to employment in a position for which he or she is credentialed and qualified. The 24- or 39-month period shall commence at the expiration of the five-month period provided pursuant to Education Code Section 44977.
6. At any time during the course of a sick leave or injury absence and upon return from absence, an employee may be required to supply such reasonable information as may be requested by the District, such as the nature of illness or injury, anticipated length of absence, the name and address of attending physician(s), if any. The District may, upon reasonable cause, verify the nature of such absence by requiring a written statement from the employee's physician(s) or by any other reasonable procedure selected by the District or site administrator. An employee who fails to provide such required information may be deemed absent without leave. If

the illness exceeds five (5) calendar days or involves a communicable disease, the District may require (at the employee's expense) a clearance from the employee's physician indicating an ability to return to regular duties without endangering the health of others. Employees shall be required to submit to medical examination(s) by District-appointed physician(s), at District expense, upon reasonable cause.

- a. In any situation where an employee is known to be subject to a foreseeable disability (including, but not limited to, childbirth), he/she shall, upon request and at his/her own expense, furnish to the District from the treating physician a written statement attesting to his/her ability to continue performing the full schedule of duties with or without restrictions.
 - b. If an employee's anticipated return from sick leave will be with restrictions, those restrictions must be fully explained, identifying the extent to which the employee is limited in his/her performance. An employee shall thereafter be permitted to return to and continue on active duty when the disability is determined to be permanent so long as he/she is capable of performing the full duties and responsibilities of his/her position or is able to perform the essential functions of his/her position with reasonable accommodation.
7. Employees working during summer or extended sessions may, at their discretion, use any days of accrued sick leave for reasons permitted under this Article.

C. Industrial Accident or Illness Leave

1. Definition

An Industrial Accident Leave is a leave granted to an employee for absence because of occupational illness or injury which arose out of and in the course of School District employment, and which qualifies for statutory Worker's Compensation benefits.

2. Requirements

- a. The injury or illness was directly related to the performance of the employee's duties in the District.
- b. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

3. Length of Leave

- a. Such leave shall commence from the first day of absence resulting from industrial accident or illness but shall not exceed 60 working days (when the employee would have been performing his/her duties) for one accident, and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of absence resulting from the industrial accident or illness, regardless of any award made under Worker's Compensation laws.

- b. The 60 days is not accumulative from year to year. In case the absence extends into the following year, only the unused amount of leave for the same industrial accident is available.
- c. Subject to the requirements of paragraph C.2. above, an industrial accident leave shall be extended for one (1) to fifteen (15) additional days in the event the injury was caused by an unprovoked assault and/or battery.

4. Payment

- a. Before salary payments can be made, a Worker's Compensation accident report must be on file in the Human Resources Office.
 - (1) Temporary disability indemnity checks shall be made out to the District. The District, in turn, will issue appropriate salary warrants, including the amount of the temporary disability payments, but not exceeding the unit member's full salary. Such warrants are subject to normal retirement and other authorized deductions.
 - (2) During the maximum 60-day absence, the employee shall receive full pay. Such payment will not be charged against the employee's accumulated sick leave balance.

5. Effect on Employment

- a. Time on Industrial Accident or Illness Leave will not constitute a break in service.

6. Absence after Sixtieth Working Day

- a. If the Industrial Accident or Illness Leave should extend beyond sixty working days, the employee may elect to use sick leave to which he/she is entitled.
- b. When the employee goes on sick leave while he/she is receiving Worker's Compensation insurance benefits, he/she will be entitled to use only so much of the sick leave benefits as will provide full salary for his/her basic assignment when added to Worker's Compensation insurance benefits.
- c. Employees who exhaust all current and accumulated sick leave and who are still entitled to extended sick leave benefits will be paid by the District. The Temporary Disability indemnity checks shall be made out to the District.
- d. After expiration of all paid leave, an employee who is unable to return to work as determined by a licensed physician may request a personal leave without pay for one year.

7. Activities While on Leave

- a. An Industrial Accident Leave period begins on the first day for which injury or illness is claimed and extends through the last day for which injury or illness is claimed. If, between these two days an employee initiates any new gainful employment, he/she shall be required to forfeit any injury pay received from the District under this leave.
- b. An employee on Industrial Accident Leave shall remain within the State unless the District authorizes, in writing, travel outside the State.

D. Pregnancy Leave

When an employee determines she is pregnant, as verified by a physician, she shall promptly notify her site administrator in writing to enable the District to make advance preparation for a substitute or temporary replacement.

1. Unpaid Pregnancy Leave

Upon application of a pregnant employee, an unpaid leave shall be granted in order to permit the employee to prepare for maternity. Such application should be made at least thirty (30) working days prior to the anticipated beginning of her absence. The term of such leave shall be established in the reasonable discretion of the District so as to minimize disruption of the educational program. This leave may be combined with Child Care Leave as provided in Section L below.

2. Paid Pregnancy Leave

An employee shall be permitted to utilize sick leave during her period of physical disability resulting from pregnancy or termination thereof, provided the dates of disability are certified in writing by her physician. Use of sick leave for pregnancy related disabilities shall be in accordance with the Sick Leave procedures of this Article.

3. Parental Leave

Employees may elect to utilize up to 12 weeks of parental leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

- a. For mothers, the 12-week parental leave shall commence at the conclusion of any pregnancy disability leave.
- b. For non-birthing parents, the 12-week parental leave shall commence on the first day of such leave.
- c. Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12-week parental leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.
- d. The District must be provided with at least thirty (30) days prior notice of intent to take parental leave, except in the case of an emergency.
- e. A unit member shall not be provided more than one 12-week period per parental leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.
- f. To the extent either state or federal law should be enacted that affects, in any way, the terms set out in this Section, the parties shall meet immediately for the purpose of discussing modifications to this section to conform with the changes in law.

E. Personal Necessity Leave

1. An employee may elect to use any days of unused sick leave for purposes of approved personal necessity leave. The number of days of personal necessity leave shall not exceed the number of full days of unused sick leave to which such employee is entitled. Personal necessity leave shall be taken in increments of not less than one-half (1/2) day per absence. The District may reopen negotiations on the establishment of a limit on the number of days sick leave which may be used annually for Personal Necessity Leave if it is determined by a Court of competent jurisdiction that such a limit is negotiable.
2. Personal necessity leave may be utilized for the following reasons:
 - a. Bereavement Matters Not Covered by Bereavement Leave Should special problems of an emergency nature be involved in a death, such as a funeral, settling an estate, very long distance travel, or similar situations requiring absence beyond the provisions of the Bereavement Leave allowance, an employee may use Personal Necessity Leave.
 - b. Accident An accident involving the employee's person or property, or the person or property of the employee's immediate family. Such accident must involve circumstances which cannot reasonably be disregarded and are of such severity that the employee is required to attend to the problem during his/her assigned hours of service.
 - c. Illness of a Member of the Immediate Family An illness of a member of the immediate family (including childbirth), which is of such a nature that the absence of the employee is required during his/her workday.
 - d. Imminent Danger to the Home of an Employee Imminent danger to the home of an employee, occasioned by circumstances such as flood or fire, which cannot reasonably be disregarded and are of such severity that the employee is required to attend to the problem during his/her assigned hours of service.
 - e. Appearance in Court. Appearance in court or agency as a litigant, provided that each date of necessary attendance shall be certified by the clerk or other authorized officer of a court or other governmental jurisdiction. Unless the District has hired a substitute for that day, the employee must return to work in cases where it is not necessary to be absent the entire day.
 - f. Religious Activities. Participation in religious activities when the employee conscientiously believes that participation in such activities is necessary and requires absence from duty.
 - g. Meetings, Activities, or Observances. Participation in lawful meetings, activities, or observances where the employee reasonably believes that his/her participation is necessary and requires his/her absence from duty.
3. Procedures

The employee shall submit a notification of intent to use personal necessity leave on a District-approved form not less than three (3) work days prior to the beginning date of the leave, except where extenuating circumstances make such notice impossible. Notices of intent to use Personal Necessity

Leave shall be forwarded to the Assistant Superintendent, Human Resources, or the Superintendent's other designee, with a duplicate copy being sent to the site administrator for his/her information. The employee shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the site administrator of the expected duration of the absence as soon as possible. The District reserves the right to review each notice of intent to use personal necessity leave and to verify such use by any appropriate means.

F. Discretionary Leave

1. An employee shall be granted one (1) day of leave annually for purposes not covered by the other Sections of this Article providing leaves of absence with pay. The District shall not inquire into the purposes of such leave, except that it shall not be used for "concerted activities."
2. For this day of absence, the employee shall be paid the difference between his/her daily pay rate and the day-to-day substitute pay rate.
3. Discretionary Leave shall be taken in increments of not less than one-half (1/2) day per absence.
4. The employee shall notify the District of his/her intent to take Discretionary Leave not less than three (3) days prior to the date of the leave, except where extenuating circumstances make such notice impossible.
5. Not more than five percent (5%) of the employees, district-wide, may take this leave on a given day. The leave shall be granted on a first come basis.

G. Military Leave

Every employee employed by the District in a probationary or permanent position who is required to enter the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be granted a Military Leave of Absence in accordance with Section 44800 of the Education Code.

H. Bereavement Leave

1. An employee shall be eligible for a temporary leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article.

This leave shall be for up to three (3) days, unless travel of more than two hundred (200) miles one way is required. In this case the length of the leave shall be for up to five (5) days. Such days shall be taken within 10 days of the death.

2. Immediate family is defined as:

Mother (Stepmother)	Brother
Mother-in-law	Sister
Father (Stepfather)	Grandfather (or of spouse)
Father-in-law	Grandmother (or of spouse)
Husband	Son-in-law of employee
Wife	Daughter-in law of employee
Registered Domestic Partner	Grandchild (or of spouse)
Son (Stepson)	Foster Child(ren) of employee
Daughter (Stepdaughter)	Niece
Brother-in-law	Nephew

Sister-in-law

Aunt-in-law

Aunt

Uncle-in-law

Uncle

Any person living in the immediate household of the employee

I. Judicial Leave

1. Due to the disruption of instruction for students and the increasing difficulty of finding qualified substitute employees to cover for the absence of classroom teachers, it is the policy of the District not to compensate unit members required to serve jury duty if said service is during the unit member's work year. Should the unit member defer service to times when he or she is not contracted to provide service to the District, (i.e. off-track, winter or spring break, summer), then the District will pay the unit member up to 10 days substitute pay for jury duty service.

A paid leave of absence shall be granted to any employee for the reasons below when not brought about through the connivance or misconduct of the employee:

- a. When subpoenaed as a witness (other than a litigant) to appear in court; or
 - b. To respond to an official order from another governmental jurisdiction.
2. In any case, on a unit member's workday, in which a jury or witness fee is payable, such fee shall be collected by the employee and remitted to the District. Such remittance shall not exceed the cost of the teacher's substitute.
 3. The payroll office shall require verification of daily jury or witness duty service. A copy of the court order shall be provided when the absence is due to court appearance. Each date of necessary appearance under such order, other than the date specified in the subpoena, shall be certified by the clerk or other authorized officer of a court or other governmental jurisdiction.

J. Sabbatical Leave

1. The District may, at its sole discretion, grant sabbatical leaves.
2. An employee may make application for a Sabbatical Leave for the following purposes:
 - a. Travel - spend 60% or more of the leave in travel outside of Los Angeles County.
 - b. Formal Study - pursue a program of six (6) or more units each semester in an accredited institution of higher learning. Work must be related to the present or prospective service of the employee or must qualify him/her for a higher credential or degree.
 - c. Independent Study - pursue a program of study, research or improvement. The program must be related to the present or prospective service of the employee. The program must be the equivalent to the effort and content for the formal study program.
 - d. Travel/Study - combine travel and study. One (1) calendar month of travel will be considered the equivalent of two (2) semester units.
3. The above purposes shall be approved in advance by the Assistant Superintendent of Educational Services.

4. Length of Leave

Sabbatical leave will be granted for not less than one (1) or more than two (2) consecutive semesters. Leaves for fractional parts of a semester are not permitted.

5. Eligibility

Any certificated employee under the age of sixty (60) years who has completed seven (7) or more years of service to the District shall be eligible for sabbatical leave once each eight (8) years. An employee making request for a sabbatical leave to start the second semester of a school year must have completed a minimum of fifty (50) days of service during the first semester of the school year.

6. Compensation Rate

An employee who has been granted sabbatical leave shall receive one-half (1/2) the regular salary the employee would have received during the period of the leave if he/she had continued his/her regular service during such period.

7. Payment

An employee on sabbatical leave may elect to receive his/her salary under either of the following provisions:

- a. In two (2) equal installments during the first two (2) years following the return from sabbatical leave.
 - (1) The first installment shall be paid at the end of the first semester after the return of the employee from leave, and provided that the employee has received salary, other than that for illness, for a minimum of seventy-five (75) days during the first semester. If the employee has not received salary, other than for illness, for a minimum of seventy-five (75) days (75 days during the first semester, but does receive salary for such minimum number of days during the first and second semesters after his/her return from leave of absence, the first installment shall be paid at the end of the second semester.
 - (2) The second installment shall be paid at the end of the third semester after the return of the employee from leave, and provided that the employee has received salary, other than that for illness, for a minimum of seventy-five (75) days during the third semester. If the employee has not received salary, other than for illness, for a minimum of seventy-five (75) days during the third semester, but does receive salary for the minimum number of days during the third and fourth semester after his/her return from leave, the second installment shall be paid at the end of the fourth semester.
- b. By monthly payment to the employee during the sabbatical leave after filing suitable bond with the Board of Education indemnifying the Board in case the employee does not return to his/her position; such bond shall be exonerated in the event the failure of the employee to render such service to two (2) years is caused by the death or mental or physical disability of the employee.

8. Additional Compensation

- a. Additional compensation is compensation for services or employment during the period of sabbatical leave other than compensation granted by the District. Additional compensation received by the employee in excess of the difference between the employee's regular salary and the salary while on employee leave will be deductible from the leave salary paid by the District.
- b. Additional assistance from such recognized sources of aid to study, research, and travel as scholarships, grants, and fellowships shall not constitute additional compensation in the meaning of the above paragraph. It shall be the policy of the District to encourage its employees to seek such assistance.

9. Request Procedure

The employee should make written application to the office of the Superintendent on the form provided. For budgeting purposes, application shall be made by April 15 of the year preceding the school year in which the leave is to be taken, and shall include the payment option selected by the employee. The Superintendent shall present his/her recommendation on each application to the Board for the final decision.

10. Number on Leave

The number of employees on sabbatical leave during any one (1) semester shall be limited to two (2) employees. In the event the number of eligible employees applying for sabbatical leave during any one (1) semester exceeds two (2) employees, the granting of leaves shall be governed by (not necessarily in the following order of sequence):

- a. priority of application
- b. reasonable distribution of applicants by schools
- c. seniority
- d. relative merits of the reasons for desiring leave
- e. whether applicant has been granted previous leave

11. Return to Position

At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless he/she agrees otherwise, in the position held at the time the leave was granted, provided that the conditions have not arisen which would have changed such employee's location and type of work had he/she remained in active service. In the event of changed conditions, the employee shall be reinstated and assigned to work appropriate to his/her field of training.

12. Report

Each employee returning from sabbatical leave shall submit a report for approval to the District Superintendent not later than ninety (90) days after returning to active duty. Such report shall contain detailed data as to the activities of the employee, together with the employee's appraisal of the professional value of the experience or knowledge gained while on leave and the manner in which such experience or knowledge may be used for the benefit of the students or the schools of the District.

13. Accident or Illness

Interruption of the program of study or travel while on sabbatical leave, caused by serious accident or illness, evidence of which is satisfactory to the Superintendent and the Board, shall not affect the amount of compensation to be paid the employee under the terms of the sabbatical leave provided that the Superintendent has been promptly notified of such accident or illness. In case of such accident or illness, while on sabbatical leave, notification shall be made by registered letter, mailed within ten (10) days of such accident or illness.

14. Salary Schedule

An employee returning from sabbatical leave will receive the same progressive advancement on the salary schedule as he/she would have received had he/she remained in active service in his/her regular position.

15. A period of sabbatical leave does not affect retirement status provided retirement contributions are made for the period of the leave.

K. Quarantine Leave

The District shall pay employees full salary for up to five (5) days during any school year when such absence is caused by quarantine, or when absence is at the District's direction because the employee has been in contact with a contagious disease. Such days of absence shall be deducted from sick leave.

L. Child Care Leave

The District shall grant employees an unpaid leave of absence for the purpose of providing care to their children following pregnancy, and shall grant such leaves at other times upon a good cause showing by the employee.

1. Application for such leave must be made in writing to the Human Resources Division at least forty-five (45) calendar days in advance of the intended last day of service to the District. The application shall indicate desired beginning and ending dates. The District shall make the final determination as to the beginning and ending dates. Where an emergency arises making such notice impossible, the employee shall give the District as much notice as possible and the District shall attempt to accommodate the employee's request for a leave.
2. If the leave commences during the second (2nd) quarter of the school year, the leave may extend to the end of the school year. Where the leave follows immediately the birth of a child, it shall run until the end of the first semester commencing after the birth of the child. Upon a proper showing of necessity by the employee, the District may renew such leave for one additional semester. Where unforeseen circumstances arise which cause the employee to want to return to the District before the scheduled end of his/her leave, the District shall attempt to accommodate the employee's request. However, the parties recognize that this shall not require the District to rescind contractual or administrative arrangements made to replace the employee on leave.

M. Personal Leave - Without Pay

1. The District may grant, at its sole discretion, an unpaid leave of absence to an employee, upon request, for illness or disability not covered by any other provisions of this Article. An employee seeking such a leave shall submit a written request to the Assistant Superintendent, Human Resources which

includes the reasons(s), any supporting information relative thereto, and the requested duration of the leave. Such request should be submitted at least twenty (20) days prior to the desired starting date of the requested leave.

2. The District shall grant personal leave without pay if it is required to do so by law.
3. An employee who has exhausted all sick leave benefits and is unable to return to service due to personal illness or injury shall be placed on an unpaid Health Leave to the end of the current school year or obligations of the District under Education Code Sections 44939, 44940 and 44942.

N. Family Care and Medical Leave

The District will comply with all state and federal laws and regulations regarding family care and medical leaves. Leave benefits and requirements shall be consistent with Board Policy and Administrative Regulations.

1. Eligibility for Leave

An employee who has worked full time during the 12 months preceding the date a request is made under this section shall be presumed to be eligible for family care and medical leave. For purposes of this section, ten-month employee will be deemed to have met the one-year requirement if they serve the full school year. Included in the assessment of eligibility shall be any paid leave of absence granted for reasons which would otherwise entitle an employee to family care and medical leave.

2. Leave Entitlement

An employee shall be granted Family Care and Medical Leave for the following purposes: care for his/her child following the birth of the child; adoption of a child; placement of a foster care child with the employee; care for a child, parent or spouse, registered domestic partner, with a serious health condition; or inability to work because of the employee's own serious health condition. Such leave shall be in accordance with the following conditions:

- a. Family Care and Medical Leave shall be without pay; however, the District shall continue to provide health benefits specified in Article XIX for the duration of the leave. In addition, the Family Care and Medical Leave shall not be considered a break in service.
- b. Family Care and Medical Leave may be of any duration at the discretion of the employee, up to a maximum of twelve weeks within a twelve-month period.
- c. Family Care and Medical Leave, when related to the serious health condition of the employee or his/her child, parent or spouse, may be taken intermittently or on a reduced workload schedule when medically necessary.
- d. Family Care and Medical Leave taken for the birth, adoption or foster care placement of a child must be concluded within one year of the child's birth, adoption or foster care placement.

3. Request for Leave

If the need for Family Care and Medical Leave is foreseeable, the employee shall provide a written request at least thirty calendar days in advance. If the need for Family Care and Medical Leave is not foreseeable, the employee

shall provide written notice as soon as practicable. If the need for Family Care and Medical Leave is due to planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations, subject to the approval of the appropriate health care provider.

4. Certification

When a request for Family Care and Medical Leave or an extension of an original Family Care and Medical Leave is due to the serious health condition of the employee or his/her child, parent, spouse, or registered domestic partner, the District may require a certification from the attending health care provider which includes an estimate of the duration of the employee's or family member's absence.

- a. The District may require, at the District's expense, certification from a District-designated second health care provider and a jointly-approved third health care provider to support a request to take leave because of an employee's own serious health condition.

5. Reinstatement to Position

An employee returning from a Family Care and Medical Leave shall be reinstated to the same position he/she held when the leave began on the same basis as if he/she had not been on a leave of absence. If the employee's Family Care and Medical Leave was taken because of his/her serious health condition, a certification from his/her health provider may be required to indicate the employee is able to resume work.

6. Relationship to Other Leaves

At the discretion of the employee, Family Care and Medical Leave may be used in conjunction with, or in addition to, any other leave established in this Article.

O. Catastrophic Leave

1. A unit member who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits under the catastrophic leave program.
2. "Catastrophic illness" or "injury" means a physical illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family, which requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her fully paid sick leave.
3. In order to be eligible for the catastrophic leave program, the unit member must have exhausted all current and accumulated fully paid sick leave entitlement; however, they may apply for the leave prior to exhausting fully paid leave. The unit member will be eligible for catastrophic leave prior to taking extended illness leave.
4. A unit member requesting donated sick days from the catastrophic leave program must complete form A-22a, Request for Use of Catastrophic Leave Program, and submit the form to the Association. The Association shall

forward a copy of the request to the payroll department to verify the unit member's sick leave balance and eligibility.

5. The Association shall convene a Committee within ten (10) working days of the receipt of the unit member's request to use the catastrophic leave program. The Committee shall determine the eligibility of the unit member requesting sick days from the program and may request additional evidence to support the unit member's request. The decision of the Committee shall be provided, in writing, to the unit member and the Human Resources Division within five (5) working days of the date the Committee convened and finalized its determination for eligibility. The decision of the Committee shall be final and binding and not subject to the grievance procedure contained in this Agreement.
6. It is not the intent of the catastrophic leave program to compensate for routine maternity and/or childcare leave unless it meets the definition of catastrophic illness or injury; and/or for lingering health problems that are not considered life threatening and/or regular periodic illness.
7. Any permanent unit member who has an equivalent of ten (10) days of earned sick leave may contribute a minimum of one (1) full day in one-day increments, up to a maximum of three (3) full days of their personal sick leave per fiscal year by notifying the Association on Form A-22b.
8. Donated sick leave days shall be logged in time-stamped under the donor's name and deducted from each donor's accrued sick leave on a rotational basis, one (1) day at a time for the duration of the catastrophic leave period. Deducted sick leave days shall not be retrievable by the donating unit member.

Article XIV - CLASS SIZE

- A. The California Legislature has enacted Education Code Section 42238.02(d)(3)(A) for the purpose of incentivizing class size reduction and settling class size averages of not more than twenty-four (24) students at each school site in K-3 by 2020-21.

The District shall adopt a plan for implementation for 2014-15 that shall make progress (10-12% each year) toward achieving an average class size of not more than twenty-four (24) students at each school site in K-3 by 2020-21. In any given year, class size maximums shall not exceed the target ratio for that year by more than two (2) students. For example, if the target goal for a particular year is an average per school site of 28:1, no class shall exceed 30. As part of the implementation of the class size reduction plan for K-3, the District shall establish staffing ratios that align with the target goals set out in the plan.

The plan the District adopts shall be shared with the Teachers Association of Paramount and, prior to June 12, 2014, the parties shall meet to discuss the elements of the plan.

To the extent implementation of this section raises issues concerning interpretation of Education Code Section 42238.02(d)(3)(A) and the regulations that are promulgated by the State Department of Education or Superintendent of Schools in connection therewith, such matters/issues shall not be grievable under Article VII – Grievance.

- B. For grades 4-12, the District shall use a 1:32 teacher-pupil staffing ratio to determine the number of teachers assigned to each site.

For the purposes of computing the staff allocation for the high schools, a five-period student apportionment equals a full-time-equivalent student.

- C. The District shall not reduce the number of "classroom teachers," as defined in Section D, below, assigned to Paramount High School below ninety-eight (98) unless application of the staffing formula in Section A, above, would dictate such a reduction. If the staffing formula requires the allocation of additional staff above this number, the District may meet this obligation by assigning teachers a sixth class in lieu of their preparation periods. Such assignments shall be made in accordance with the provisions of Articles VIII, Hours of Employment, and IX, Transfers and Reassignments.

- D. High School Senior and West Campuses. Teachers assigned a sixth class in lieu of their preparation periods shall receive, in addition to their regular pay, one-sixth (1/6) of their individual daily pay rates for each day of student attendance for which they have the assignments. However, for any days when they are absent on a paid leave, as provided in Article XIII, this extra pay shall be reduced by one sixth of the day-to-day substitute pay rate. Substitute teachers assigned to teach a sixth class at the high school shall receive an additional one-sixth of their pay rate for such service.

- E. The term "teacher" as used above is intended to cover regular classroom teachers and does not include management personnel, psychologists, counselors, nurses, language/speech specialists, resource teachers, librarians, elementary music teachers, categorically funded teachers, special education teachers, instructional aides and the like.

- F. In addition to the above ratios, the following individual class size maximums shall apply:

1. Kindergarten-3: In any given year, class size maximum shall not exceed the target ratio for that year by more than two (2) students.
 2. Grades 4-5 and self-contained 6th grade classes: 36 students enrolled
- G. The site administrator shall make a good faith effort to reduce class sizes, which exceed the applicable staffing ratio. It is understood, however, that at the intermediate and high schools there are certain non-academic courses which will continue to be taught in the traditional large-group mode.
1. The site administrator shall make a good faith effort to resolve class size problems of individual teachers.
 2. In assigning students to classes, the site administrator shall make a good faith effort to equitably distribute students who have a record of recurrent serious disruptive school behavior.
 3. Initial class balancing should be concluded no later than four weeks after the beginning of the semester.
 4. The number of students assigned to a class shall not exceed the number of seats in the classroom as reasonably determined by the District. However, in classes having workstations, the number of students assigned shall not exceed the number of District-determined workstations by more than ten percent (10%). These restrictions shall not be in effect until initial class balancing has been concluded.
 5. Insofar as possible, affected teachers shall be consulted prior to the implementation of a student transfer which occurs after initial class balancing has been concluded.
- H. Non-teaching positions shall be staffed as follows:
1. Counselors: maintain no less than fifteen (15) FTE non-categorical counselor positions, assignable K-12.
- I. Class sizes in the Child Development Program shall be equitably determined in accordance with applicable state and/or federal mandates.
- J. The District shall provide the Association with a monthly report of the number of students enrolled and the number of teachers assigned by school and by grade level.

Article XV - SAFETY CONDITIONS

- A. The District shall be responsible for providing safe working conditions for employees.
- B. Employees shall be responsible for complying with all District safety standards and for practicing basic safety measures.
- C. The District shall maintain a management system for the monitoring of working conditions and for the correction of unsafe conditions.
- D. Employees shall report potentially unsafe or existent unsafe conditions in writing to their site administrators.
- E. The District shall investigate all conditions which are reported to be unsafe, hazardous, or potentially dangerous, and shall take necessary steps to have the condition corrected.
- F. An employee shall not be required to perform duties under conditions which pose an immediate threat of serious physical harm to the employee, provided the employee has reported the condition to his/her site administrator and exhausted reasonable means to correct the condition. In exercising the foregoing right, employees shall not neglect the responsibility to provide for the safety of students.
- G. Employees, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, protect property, or protect the health and safety of pupils.
- H. Employees shall promptly report cases of attack, assault, or menace suffered by them in the performance of their duties to their site administrator who shall promptly report the same to the appropriate law enforcement authorities as required by the Education Code.
- I. The District shall prepare a written description of the rights and duties of all administrators and employees with respect to student discipline and the right to suspend students. Such description shall be presented to each employee on the first day of the school year. The principal of each school shall meaningfully consult with his/her staff concerning the way in which the District's student disciplinary policy is to be applied at the principal's school. Each principal shall have the final authority to determine the way in which the District's student discipline procedure is to be applied at his/her school.
- J. At the sole discretion of the District, an employee may be granted release time in order to clean up the results of vandalism to the classroom in which the employee teaches.
- K. With the exception of temporary malfunctions, all existing classrooms will have a working electronic voice communication device linking them to the site office. New classrooms will have an electronic voice communication device installed as quickly as possible, but no later than one (1) month after the classroom is first utilized for instruction.
- L. Subject to the following conditions and limitations, the District shall reimburse unit members for the loss of, destruction of or damage to their personal property subject to the following conditions.
 - 1. With the exception of eyeglasses, contact lenses, hearing aides, dentures, watches or clothing necessarily carried or worn by a unit member in the line

of duty, personal property must be educationally relevant and may be used at the work site only with the prior written approval of the immediate supervisor. Written approval must be renewed annually.

2. The loss, destruction or damage to personal property was the result of malicious acts of another person such as arson, burglary, vandalism, assault, etc. and cannot be wholly or partially attributable to the negligence of the unit member in providing adequate care, custody or security for the property;
3. The property loss is not the result of a disappearance; i.e., the loss must be attributable to a definite act or occurrence;
4. A claim for reimbursement must be submitted to Business Services within five (5) working days of the employee's knowledge of the incident on a claim form signed by the unit member's immediate supervisor and accompanied by a sheriff's report, if prepared.
5. All such property must have a value agreed upon by the unit member and the immediate supervisor;
6. All such personal property is expected to be removed from the workplace during summer, winter, spring or off-track breaks unless the unit member receives permission from the immediate supervisor for the property to remain at the workplace during the break;
7. The immediate supervisor must have reasonable cause to believe that the property loss, damage or destruction occurred on District premises or in the line of duty;
8. Any reimbursement the District provides for the loss, damage or destruction of personal property will be applied to the verified amount not covered by the unit member's personal property loss insurance.
9. Loss, damage or destruction to personal vehicles is subject to reimbursement only if the loss occurred while parked in an employee parking lot or other designated area during the unit member's attendance is required;
10. Reimbursement shall not include any contents of a vehicle which are not attached to the vehicle (e.g., camera, jewelry);
11. Personnel property loss, damage or destruction shall not be reimbursed for vehicular collision.
12. The amount of reimbursement shall not be less than \$25 nor more than \$200 and does not exceed the actual value of the property at the time of loss;
13. A unit member is entitled to a total of no more than \$200 in property loss, damage or destruction reimbursement claims per school year.

Article XVI - NON-DISCRIMINATION

- A. The District and the Association agree that by law neither shall discriminate against any employee because of age, sex, marital status, sexual orientation, domicile, rehabilitated physical handicap, ethnic origin, religious creed, lawful political affiliation, or any other reason prohibited by State or Federal Discrimination statutes; or because of membership, non-membership, or participation in lawful activities of any teacher organization.
- B. Allegations by an employee that the District or the Association has discriminated against him/her are to be adjudicated via the appropriate State and/or Federal agency. The grievance procedures of this Agreement shall not apply to this Article.

Article XVII - SALARIES

A. Salary Changes

Salaries for the 2016-19 school years shall be subject to negotiations as provided below in Article XXX - Duration and Renegotiation.

B. General

1. Employees who serve less than the required annual number of working days for regular full-time employees in their classification shall receive salary in the ratio that the number of days actually served bears to the number of annual working days for that classification. Employees who serve for one full school semester shall receive not less than one-half the annual salary applicable to their group and step.
2. Employees working less than a full-time assignment during the regular school year shall receive salary in the same ratio that the time actually served bears to the time served by a full-time employee in the same classification.
3. All K-12 certificated employees who work beyond the number of days in their regular contract year, performing precisely the same tasks as performed during the regular contract year, at the same sites, and with the same students (e.g., K teacher) or clientele (e.g., curriculum specialists), will be paid their per diem rate for those days. Any other circumstances of employment will be performed at hourly or substitute rates.
4. Salary warrants for regular employees shall be issued on or about the first working day of each month, with appropriate deductions.
5. Employees being paid hourly wages for assignments listed in Appendix E shall be paid on or about the 10th of each month. Others paid a stipend for assignments listed in Appendix D shall be paid no later than thirty (30) days following the conclusion of their assignment, except for those specified otherwise. Payment request for stipend payments shall be forwarded to the District by the employee's site administrator no later than ten (10) days following completion of the assignment.
6. Mandatory deductions from gross earnings are those required by law and include Federal and State Income Tax, State Teachers Retirement System and Medicare premiums for employees hired by the District on or after April 1, 1986.
7. Optional deductions are those deductions the employee may select to have taken from his/her gross earnings. Optional deductions must be initiated in writing by the employee. This authorization shall remain in effect continuously until the District receives from the employee written notice withdrawing the authorization for a particular deduction.
8. Employees working for the District under temporary contracts, enabled by Education Code Section 44917, shall have all years of service under said temporary contracts credited toward permanent status in the District and District seniority at such time as they receive their clear credentials or certificates necessary for their positions.
9. When a permanent employee transfers to a District position in which his/her permanent status does not automatically continue in the new position (i.e. an

employee leaving a K-12 position to accept a position in the Adult Education Program), the following apply.

- a. When a permanent employee wishes to accept an offered non-management District position in a program in which permanent status might be accrued separately, the District shall grant the teacher an unpaid leave of absence from his/her current position. The term of the leave shall be for the same period of time as the period of contracted service in the new position. In the event of movement to an hourly position of indeterminate duration, the leave shall be for no more than one semester.
- b. The leave of absence shall be extended at the request of the employee in the same increments to cover the period of probationary service in the new position.
- c. At the end of the period of probationary service in the new position, the District will offer the employee the alternative of either.
 - (1) Accepting permanent status in the new program and resigning his/her position in the original program; or
 - (2) Returning to a position in the original program.
- d. The Assistant Superintendent, Human Resources, shall meet with the employee at the time of such a decision to discuss the merits of each option.
- e. Return to a position in the original program, either at the end of the probationary period or by the employee not requesting the extension of his/her leave of absence, shall be in accordance with the "return from leave" provisions of this Agreement.

C. Initial Placement on Schedules

1. Credit for approved teaching service outside the District shall be allowed for placement on the Teachers' Annual Salary Schedule at the ratio of one vertical increment (step) for one year of comparable public school teaching experience. Newly hired, experienced teachers will be given full credit for their prior qualified professional, contractual employment.
2. Credit for approved service for placement on the Counselors' Annual Salary Schedule or the Early Childhood Education Center Teachers' Monthly Salary Schedule shall be allowed at the ratio of one vertical increment for one year of public school experience up to a maximum of two (2) increments. For counselors, the two years of credit shall be for experience as either a counselor or a teacher.
3. Private school experience for step increments on the salary schedule will be accepted, providing the private school was State-accredited at the time the employee taught there and the employee held a valid credential at the time of teaching.
4. Employees teaching vocational education subjects may be granted up to four (4) years of credit for appropriate work experience, including work as a journeyman, in lieu of teaching experience.
5. Employees may be granted one (1) year of credit in lieu of education experience for verified active military service of 12 continuous months or more.

6. All previous experience shall be verified by official statements by prior employers before experience credit will be allowed.
7. Service as a substitute within the District for a minimum of seventy-five (75) percent of the number of days of a full-time assignment during the school year immediately preceding initial employment shall be credited as one year of teaching service for the purpose of initial placement on the salary schedule.
8. All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the employee. All transcript verification must be received within thirty (30) calendar days after the first day of service rendered by the employee. Failure to do so may result in the District's withholding salary warrants until such documents are placed on file. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.
9. Courses taken during the year preceding the receipt of the Bachelor's Degree, which are designated on the transcript as being for graduate credit, shall be applicable for salary schedule placement.
10. All degrees and course work must be completed at an accredited college or university. The accreditation status of a college, university, or private school during the employee's enrollment shall prevail. Previous or subsequent accreditation shall not be considered.
11. Employees who resign or who are terminated from the District and who are subsequently re-employed within thirty-nine (39) calendar months from the time of their termination shall be restored to their previous salary schedule status.

When an employee is re-employed within thirty-nine (39) months following a break in service, creditable experience obtained in the interim shall be used for salary schedule placement as provided in Section C.1. or C.2., above, up to the limits contained therein when combined with other previously credited experience. (See Appendix G, for examples of application.)
12. Employees whose initial District employment was in programs conducted under contract with public or private agencies or other categorically funded projects, and who then were subsequently employed as probationary employees, shall be credited with the time served in the specially funded program for salary schedule placement as provided above.
13. When an employee moves from one salary schedule to another the following rules shall apply:
 - a. All previous experience on the new schedule (or in a position currently being paid on the new schedule) shall be credited.
 - b. All previous experience outside the District that would be eligible to be counted for placement on the new schedule will be given full credit for their prior qualified professional, contractual employment.
 - c. Notwithstanding the above, if the employee's placement on the new schedule would result in a salary less than that which he/she would have earned on the previous schedule, he/she shall be placed on the new salary schedule at the step within his/her earned column which produces an equal or higher salary.

14. K-12 employee who accepts an assignment as a contract employee in the Adult Education program shall retain his/her placement on the current K-12 salary schedule. For purposes of future salary advancement, the provisions of Sections D and E, below, shall be applicable.
15. Hourly CTE unit members will be moved automatically to the teacher salary schedule (Appendix A) upon certification by the Commission on Teacher Credentialing that the unit member has attained a teaching credential.

D. Vertical Movement

1. All employees shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. Tandem employees shall receive one year of salary schedule credit for every two full years of tandem service.
2. An employee working in the District will be advanced to the next step of the appropriate column of the salary schedule (unless he/she is at the maximum step) if he/she worked under contract (including days of paid leave) 75% of the workdays in the preceding year. Any days worked under contract for another employer during the year of initial employment shall be included in making this determination if such service was of the type that would be applicable for initial salary schedule placement and the employee leaves the prior employer to work in Paramount Unified School District.
3. Employees shall receive a longevity increment in addition to their regular salary (as shown on the salary schedule). Employment service shall be defined as years of service actually granted for salary purposes at the time of initial employment, plus years of credited service in the District. Credited service for the purposes of this Section shall include all certificated service to the District.

E. Horizontal Movement

1. Course credit for salary schedule movement shall be given for upper division postgraduate, or graduate coursework taken at accredited four-year colleges, universities or graduate schools except as herein provided.
 - a. Lower division course credit from such colleges may be used up to a maximum of twelve (12) units provided:
 - (1) the course material is pertinent to the employee's current or prospective assignment;
 - (2) the course material was not available in upper division or graduate work; and
 - (3) written approval from the Assistant Superintendent - Human Resources was obtained.
 - b. An employee may use courses offered by other institutions (e.g. the District, Community Colleges, etc.) where the courses are necessary to satisfy special program requirements (e.g. bilingual) or where it can be demonstrated that they are more beneficial than those available through the institutions noted above.
 - c. Courses taken through the District shall be given credit for salary schedule movement on the basis of one (1) semester unit for every fifteen (15), or major fraction thereof, clock hours of participation.

- d. An employee may use more than twelve (12) units of lower division course credit for salary schedule movement when the courses are necessary to satisfy special program requirements (e.g. bilingual).
 - e. An employee may use lower division post graduate work taken prior to his/her employment by the District for salary schedule movement up to the limit noted above provided that he/she can show that approval requirements similar to those in Paragraph A, above, were met at the time the courses were taken.
2. Semester hours (units) as defined by the particular accredited college, university, or graduate school will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.
 3. Employees requesting a column change must file such request in person with the District Human Resources Office on the appropriate form. Verification must be attached to the request form. Verification must be by means of official transcripts, student copies of transcripts with the registrar's signature, or unaltered official grade reports/credit certificates. Completed requests received by the ninth of the month shall be effective the first of that month. Requests received after the ninth of the month shall be effective the first of next month.

Salary advancement shall be made by the schedule indicated below:

<u>Form and Verification submitted to Human Resources by the 9th day of:</u>	<u>Effective with Warrant dated the 1st day of:</u>
July	August
August	September
September	October
October	November
November	December
December	January
January	February
February	March
March	April
April	May
May	June
June	July

4. The burden of proof of training, experience, possession of credentials, and other required documents shall lie with the employee, both for initial placement and for advancement.
5. The conferral date of any degree necessary for a column change shall be prior to the date of the first pay warrant reflecting the change. It, however, may be subsequent to the deadline for submitting the column change request form.
6. Courses which are audited are not acceptable for salary schedule advancement.

F. New Job Classifications

If the District creates any new classifications within the negotiating unit during the term of the Agreement, it shall determine and establish the salary rate and rules applicable thereto for the balance of the term of the Agreement. It shall notify the Association of any such action. Such a wage determination by the District shall be

subject to the grievance procedure of Article VII, but only on grounds that the District acted in an unreasonable manner.

G. Doctorate Degrees

All certificated personnel who hold an earned Ed.D. or Ph.D. degree which has been granted by a college or university accredited for graduate or professional study shall be paid an additional annual increment of \$1,000.

H. CLAD/BCLAD/SB 1969 Stipends

Association members holding the CLAD/LDS or BCLAD/BCC permits or SB 1969 training will receive the currently approved stipend.

An employee who holds an LDS or BCC certificate will continue to receive a stipend equal to that given to teachers who possess a CLAD or BCLAD certificate. For those employees transitioning from the LDS/BCC certification program to the CLAD/BCLAD certification program, current language will remain in effect.

1. CLAD

An employee who possesses such a certificate shall receive an annual stipend of \$1,000 upon satisfying the prerequisites stated below:

- a. Passage of CLAD #1 = \$300
- b. Passage of CLAD #2 = \$400
- c. Passage of CLAD #3 = \$300
- d. Passage of SB 1969 Training/Certification

Payment of the third incremental stipend is conditional upon verification of the required language course work, or its equivalent, as well as application and approval for the certificate.

2. BCLAD

An employee who possesses such a certificate shall receive an annual stipend of \$1,500 upon satisfying the prerequisites stated below:

- a. Passage of BCLAD #4 = \$300
- b. Passage of BCLAD #5 = \$400
- c. Passage of BCLAD #6 = \$800

Payment of the third incremental stipend is conditional upon verification of the required language course work, or its equivalent, as well as application and approval for the certificate.

I. CLAD/BCLAD/SB1969 Test Fees

The District shall pay initial test fees for employees seeking bilingual or Language Development Specialist certification. The District shall also pay test fees required for up to two retakes of the language portion of bilingual certification test or the Language Development Specialist test. Additionally the District shall pay for SB 1969 training and certification fees for the CCTC/CTA/OCR approved training program.

J. Mileage

The District shall reimburse teachers for travel on District business at the current IRS rate.

K. Payment for District Committee Work

All employees participating in District committees shall be paid at the hourly workshop rate.

1. For purposes of this Section, a District committee is one in which the District's educational program directly benefits and a project or product is produced. This shall include, but not be limited to, committee work designed to improve and/or enhance job skills and performance of staff; the development of curriculum; and evaluation of textbooks.
2. A participating employee will be paid for his/her time spent in a working session of the District committee. The employee will be paid for any time spent beyond the end of his/her normal workday.

L. Substitution in Open Court Classes

Teachers who have been fully trained in the *Open Court* curriculum/strategy/methodology and are assigned as a substitute in a class utilizing *Open Court*, shall be paid the District's long-term substitute rate.

Article XVIII – SPECIAL EDUCATION

A. Special Needs Children Meetings

With respect to the various meetings required by the Federal Regulations governing individualized educational programs for special needs children, the following shall apply:

1. The District shall make a good faith effort to schedule such meetings during daily work hours.
2. When the District determines that it will be more efficient, several meetings will be scheduled on the same day on a release time or minimum-day basis.
3. If the objectives of Sections 1 and 2 above cannot be accomplished and individual education plan meetings can only be held after daily work hours, unit members (teachers and counselors) will be compensated at the hourly rate for attendance at the meetings.
4. The District will not adopt or direct any policy implicitly or explicitly establishing or suggesting a particular means for the delivery of educational services for special education students. Instead, the delivery and mode of service will be determined for each affected student by the IEP committee in conformance with the Federal and State policies concerning least restrictive environment.

B. Special Class and Non-Teaching Positions Shall be Staffed as Follows:

1. Special Day Classes: K-3 maximum of fifteen (15) students
 4-12 maximum of sixteen (16) students
2. Resource Specialists — maximum caseload of 28;
3. Designated Instructional Services — not to exceed an average caseload of 55;

C. Special Education Stipends

Employees possessing special education credentials or certificates who are assigned to positions for which the credentials and/or certificates are required shall receive an additional annual stipend as provided below. Employees who qualify for a stipend during a school year shall receive it for that year. Employees qualified for a stipend who are employed by the District for less than a full school year shall receive a reduced stipend prorated to the fraction of the year worked.

1. Resource Specialist, or other position requiring multiple special education credentials or certificates - \$1,500
2. Special Day Class Teacher - \$1,500
3. Language/Speech Specialist - \$1,500
4. Adapted Physical Education - \$1,500
5. Learning Handicapped (LH) - \$1,500

Article XIX - EMPLOYEE BENEFITS

- A. The Employee Benefit plans provided by the District are listed in the Employee Benefits packet, along with the employee premium co-payments for each plan. The District shall provide health, dental, vision and life insurance for all eligible employees and their dependents from among the options available. Commencing 2017, the District shall contribute the annual sum of \$14,034 and unit member premium co-payments shall be as is indicated in the Employee Benefits packet. Changes in level of contribution for these benefits shall be subject to negotiations as provided in Article XXX - Duration and Renegotiation.
- B. Each employee who wishes to have such contributions made on his/her behalf shall designate his/her preference during an open enrollment period to be specified by the District.
- C. With the exception of Adult School employees working less than twenty-four (24) hours per week, the above contributions shall be made for each employee working at least 50% of the daily assignment or 50% of the annual assignment for the position held.
- D. Employees eligible for insurance coverage upon being hired shall be entitled to health and welfare benefits as follows:
 - 1. Employees hired between the 1st and the 15th of a month will have coverage effective beginning the first of the following month.
 - 2. Employees hired between the 16th and the 31st of a month will have coverage effective the beginning of the second month.
 - 3. Employees who complete their annual assignment shall have insurance benefits under the District's Fringe Benefit Program effective through the last day of September.
- E. Employees who terminate their employment prior to the close of the school year shall be under the District's insurance program through the last day of the month for which insurance premiums have been paid.
- F. Employees shall continue to be covered under the District's Health and Welfare Benefit Program through the last day of September during the year of which this contract terminates.
- G. The District shall implement Medicare coverage for those employees presently not covered who so desire as prescribed in AB 265 (1989). This coverage became effective November 1993.
- H. **IRC 125 PLAN**

An IRC 125 benefit plan is available to employees for the purposes of providing for the medical, dental, vision, and dependent care for unit members and their dependents and retirees and their dependents. The District shall provide for financing the operation and administration of the IRC 125 plan with the District Insurance Committee deciding costs (fees) of the plan administrator. At the end of each fiscal year, the District shall contribute to the self-insurance fund an amount equal to the money not spent by unit members covered by this IRC 125 plan which shall be used to offset future costs of the District's benefits plans. The IRC 125 plan shall be for the sole purposes of providing childcare, elder care, the employee's contribution toward medical insurance premiums, and out-of-pocket expenses for medical, dental, and vision care and shall be held in an interest-bearing trust account. The selection of a licensed independent third party IRC 125-

plan administrator shall be made by the District Insurance Committee. Such administrator shall not advertise, sell or otherwise influence plan participants with any other product marketed by the administrator. Administrative costs shall be subject to Governing Board approval.

Article XX - EARLY RETIREMENT/ REDUCED SERVICES PROGRAMS

A. Early Retirement Option

1. Employees may retire early between the ages of 55 and 65.
2. To qualify for the early retirement option, the employee must meet the following conditions:
 - a. Be employed for ten (10) years of full-time paid service, or its equivalent, in a certificated position in this District and shall have attained the age of 55 prior to or on the date selected for retirement.
 - b. The employee must indicate the request in writing three (3) months before he/she plans to exercise this option.
3. If an employee chooses early retirement, the School District shall pay the cost of his/her life insurance, health, and dental benefits equal to the cost which the District would pay if he/she were an active employee, and the cost of those benefits of his/her eligible dependent(s) at the time of retirement for the current year and for each year thereafter until the employee reaches the age of 65.

B. Reduced Service Option

1. Employees may reduce their workload from full-time to part-time and have their retirement benefits based on full-time employment.
2. To qualify for this program, the employee shall have the following prerequisites:
 - a. Ten years of prior full-time service in a position requiring certification in this District.
 - b. Attained the age of 55 prior to the beginning of school year or term in which the reduction in service begins. It shall be the employee's responsibility to initiate the request for reduced service.
3. The agreement or contract for reduced service shall be executed by the employee and employer, in writing, prior to the period of reduced service at the beginning of the school year. The agreement can be revoked only with the mutual consent of the employee and employer. Application for reduced service shall be filed by April 15, of the school year preceding the year requested. Applications after this date will be considered on an individual emergency basis.
4. Reduced service shall not be for less than one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.
5. Reduced service may be on a daily schedule or full-time for at least one-half year. The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment. The employee shall retain all other rights and benefits, for which he/she or the District makes the payments that he/she would be entitled to if he/she remained in full-time employment.
6. Part-time service is limited to a period not to exceed five (5) years, and no employee shall participate after attaining the age of 65. This means that if

the employee enters the reduced service program at age 55, he/she shall retire at age 60. Any employee in the program who reaches age 65 during the school year may continue reduced service for the balance of that year.

7. The District reserves the right to deny granting a reduced workload to any employee if doing so would create very unusual and difficult staffing problems. A denial, however, shall be only temporary and the employee may reapply for the program and make the effective date for the following school year or school term.
8. The employee and employer agree to submit contributions to the State Teachers Retirement System based on the compensation which would be earned for full-time employment.
9. Full retirement credits are not earned until the end of the full school year. Participants who terminate prior to these concluding periods will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued.
10. Retirement contributions paid by the employee for service not credited because of termination of contract or agreement, by resignation, dismissal, or retirement, will be returned to the employee, or in case of death to the beneficiary.
11. All rights mandated by law and any additional benefits which may be granted by the District to its certificated employees shall be applicable to any and all such employees who are on contract for reduced teaching service.

Article XXI - CATEGORICAL PROGRAM EMPLOYEES

- A. If an employee is originally hired to work in any non-categorically funded program as a probationary employee and is subsequently assigned to a special project, the employee shall be eligible to obtain or continue permanent status according to the provisions of the Education Code. If the special project to which such employee is assigned is reduced or eliminated, then such employee shall retain all employment rights as provided by the Education Code.
- B. If an employee is hired exclusively for a special project that is funded by categorical monies from State or Federal sources, as provided by the Education Code, Section 44909, then at the time funds for any particular special project are exhausted and the special project temporary employee(s) in that project is no longer needed, that employee shall receive consideration for any openings which exist within the District and for which the special project employee is qualified. Where, in the judgment of the District, the special project employee is equally or more qualified for an open position than other applicants, the special project employee shall be hired for that position.

Article XXII - SUMMER SCHOOL/INTERSESSION (SS/I) **SELECTION PROCEDURE**

- A. The District shall post a listing of anticipated summer school positions by May 1 of the school year and by 4 weeks before intersession begins.
- B. The District shall select SS/I employee in accordance with the following procedure:
 - 1. The employee's most recent written evaluation shall be satisfactory or better.
 - 2. An employee must submit an application for summer school position(s) to the Assistant Superintendent-Human Resources by May 15, of the school year and by 2 weeks before intersession begins.
 - 3. The employee must have the appropriate credential for the position sought.
 - 4. Where, as determined by the District, the qualifications of employees applying for a particular SS/I position are equal, hiring preference for the particular position shall be as follows:
 - a. First preference shall be given to those permanent employees who did not teach SS/I either of the past two times during which SS/I was held. Prior service in summer school or intersession will be considered separately.
 - b. Second preference shall be given to those permanent employees who taught SS/I one of the past two times during which SS/I was held and to those employees who are 2nd year probationary employees. Prior service in summer school or intersession will be considered separately.
 - c. Last preference shall be given to those non-temporary employees who taught SS/I each of the past two times during which SS/I was held and to those employees who are 1st year probationary employees. Prior service in summer school or intersession will be considered separately.
 - 5. Any employee who applies and is not selected for a SS/I position shall, upon request, be informed orally by the Assistant Superintendent-Human Resources the reason(s) why he/she was not selected.
- C. The final determination as to who shall fill the SS/I positions shall be made by the District.
- D. The District shall attempt to fill SS/I positions in a fair and equitable manner.

Article XXIII – PEER ASSISTANCE AND REVIEW

A. Peer Assistance and Review Program

1. **Purpose** – The parties desire to establish and maintain a program, as permitted by Chapter 4 of the Statutes of the 1999-2000 First Extraordinary Session, to provide assistance to permanent teachers employed by the District who are in need of development in subject matter knowledge and/or teaching strategies or skills. This program shall hereinafter be entitled the Peer Assistance and Review Program (sometimes referred to as “PAR” or “the Program”). The Teachers Association of Paramount and the Paramount Unified School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Teachers referred to the PAR program are viewed as valuable professionals who deserve to have resources provided to them in the interest of improving performance to a successful standard.
2. **PAR Panel** – The PAR Program shall be administered by a Panel consisting of nine members, four of who shall be selected for the District by the Superintendent or the Superintendent’s designee, and five of who shall be selected by the Association. The Association’s selectees shall have a clear credential, a satisfactory most-recent evaluation and permanent status.
 - a. **Procedure and Compensation** – The Panel shall be chaired in the first year by a certificated classroom teacher and in the following year by a member selected by the District. The Chair shall thereafter rotate on an annual basis between teacher and District members. The actual chairperson will be elected annually by the Panel members. Panel members shall conduct their business outside of regular class hours unless circumstances require otherwise. Teacher members of the Panel shall each receive an annual stipend of \$1,600 prorated when service is less than a full school year, for services provided beyond the typical workday.
 - b. **Terms of Service** – The initial term of service for Panel members shall be staggered as follows: 4 two-year terms and 5 three-year terms. Subsequent Panel Members shall serve for three years.
 - c. **PAR Program Coordination** – The panel shall be assisted by a District-level administrator, who shall supervise the Consulting Teachers, coordinate appropriate training, and provide other program support the Panel may require; such as monitoring the program and coordinating a written report. The District shall designate a secretary to provide secretarial and clerical support to the Panel. The cost of the administrator and the secretarial/clerical support shall be an expense charged against the budget of this program, not to exceed the 5% maximum stipulated by PAR legislation.
 - d. **Votes of the Panel** – In order to conduct business, two-thirds of the members of the Panel must be present. All actions of the Panel shall be approved by a majority vote of the attending members.

- e. Panel Responsibilities – The responsibilities of the Panel shall include the following:
- (1) Selecting Consulting Teachers;
 - (2) Reviewing, approving and modifying, as necessary, Written Assistance Plans;
 - (3) Reviewing reports prepared by Consulting Teachers;
 - (4) Forwarding all final Consulting Teacher reports to the Governing Board;
 - (5) Making recommendations to the Governing Board concerning all Participating Teachers, including the timely forwarding to the Governing Board the names of participants who, after sustained assistance, are not able to demonstrate satisfactory professional improvement;
 - (6) The Panel shall meet with the frequency and at times it determines to be necessary. In so doing, it shall attempt to avoid, when practical, withdrawing teacher Panel members from their classrooms;
 - (7) Providing annual training for the Panel members;
 - (8) Establishing its own rules of procedure including the method for the selection of a Chairperson. Adopting rules and procedures to effect the provisions of this Article. Said rules and procedures will be consistent with the provisions of the Agreement and to the applicable law, and to the extent there is an inconsistency between the Agreement and the law, wherein the law imposes greater obligations on the parties, the law shall prevail.
 - (9) Selecting in-District trainers or training providers; recommending outside trainers or training providers for Governing Board approval;
 - (10) Providing training for Consulting Teachers prior to their participation in the program;
 - (11) Sending written notification of participation in the PAR program to the referred Participating Teacher, the Consulting Teacher and the site principal;
 - (12) The Panel will provide a list of available Consulting Teachers to Participating Teachers. The Participating Teacher's choice of Consulting Teacher shall be approved by the Panel.
 - (13) The Panel will develop a procedure whereby an approved Participating Teacher/Consulting Teacher assignment can be considered for dissolution at the request of either party.
 - (14) Distributing at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
 - (15) Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.

- (16) Preparing, for the Board of Education, an annual review of the impact of the PAR Program, including recommendations for improvement.

3. Consulting Teachers

- a. Qualifications of Consulting Teachers shall have the following minimum qualifications:

- (1) A permanent teacher with at least seven (7) years of classroom experience.
- (2) Substantial recent experience in classroom instruction.
- (3) Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

- b. Consulting Teachers – Application and Selection

- (1) Classroom teachers may apply for a Consulting Teacher position on a form prepared by the Panel. Notice of an opening based upon the expiration of the term of another Consulting Teacher shall be posted at each school site no later than thirty (30) calendar days prior to the expiration of the term. However, when a vacancy is created due to the need for additional or replacement Consulting Teachers and the Panel determines that further applications are desired, the notice shall be posted as soon as practical.
- (2) Applicants for Consulting Teacher shall submit an application with three letters of recommendation, as outlined below:
 - A confidential assessment from the applicant's evaluator.
 - A reference from currently teaching Association member.
 - A reference from a teacher the applicant has been the mentor for or been mentored by.
- (3) The Panel shall have access to past performance evaluations of the applicants.
- (4) All applications, evaluations and references shall be treated with confidentiality.
- (5) Part of the selection process shall include the observation/interview of each candidate at least once by at least three Panel members (one administrator and two classroom teachers). The panel may also choose to interview any candidate.
- (6) The Panel shall select all Consulting Teachers. The selected Consulting Teachers shall agree to commit themselves to PAR Program training and service for a minimum of two years.
 - (a) Any candidate not selected by the Panel as a Consulting Teacher may request to be reconsidered for a new Consulting Teacher position at any time within two years of the date of their observation/interview.

- (7) The parties do not see the Consulting Teacher role as part of a career ladder for any individual seeking to be a District administrator.
 - (8) Functions performed by Consulting Teachers pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall maintain all rights of bargaining unit members.
 - c. Compensation and Terms of Consulting Teachers – Consulting Teachers shall receive an annual stipend of \$5,300; prorated when service is less than one year. To earn the stipend, Consulting Teachers are required to provide 150 annual hours of consulting service beyond their typical workday. The term for the Consulting Teacher shall expire upon the completion of the third school year following the initial appointment by the Panel.

The Panel may consider approving an extended term for a Consulting Teacher based upon unusual and/or, special circumstances which are presented in writing by the Consulting Teacher no later than sixty (60) calendar days prior to the end of the term.

The first successful applicants for Consulting Teacher positions, as this program is initially implemented, shall be appointed to staggered terms as determined by the Panel.
 - d. A Consulting Teacher will be provided with a reasonable amount of classroom release time as determined by the Panel and individual consultancy circumstances.
- 4. Participating Teachers – Only permanent teachers will be referred to the PAR Program. Referral shall occur when the teacher receives notice of unsatisfactory performance in any of the following categories; pupil progress, instructional techniques and strategies, adherence to curriculum objectives, or establishment and maintenance of a suitable learning environment; as validated by a written improvement program/design developed by the evaluating administrator. The teachers referred to this Program shall not be eligible for voluntary transfer while they remain in the Program.
- 5. Assignment of Consulting Teachers – As soon as practicable after referral to the Program, the Participating Teacher will review a list of available Consulting Teachers. The Participating Teacher shall select one Consulting Teacher from the list for consideration and approval by the Panel. The Consulting Teacher shall, whenever possible, have taught in the same grade level range (K-3, 3-5, 5-8, 8-12) or subject matter area as the Participating Teacher, depending on the circumstances. The Consulting Teacher shall then arrange a meeting with the evaluator of the Participating Teacher. The employee's professional performance shall be discussed, as well as the evaluator's recommendations for improvement.
 - a. A consulting Teacher may provide assistance to "non-G.3" teachers or those not in the BTSA Induction or Intern programs, as time permits.
- 6. Preparation of Written Assistance Plan – Based on these discussions, and at least one (1) classroom observation of the Participating Teacher, the Consulting Teacher shall meet with the Participating Teacher to discuss the PAR Program and develop a Written Assistance Plan that meets the professional performance goals and objectives set by the supervising

administrator. The concerns and perspectives of the Participating Teacher will be meaningfully discussed and considered in establishing the Written Assistance Plan.

7. Periodic Progress Report – The Consulting Teacher shall prepare written progress reports for the Panel regarding the Participating Teacher at intervals of not less than thirty (30) school days, and shall appear before the Panel on a regular basis, as determined by the Panel, to discuss the progress of the Participating Teacher. The content of these reports shall be discussed with the Participating Teacher.

The written progress reports shall be on forms prepared by the Panel and shall, at a minimum, include an assessment as to whether the Participating Teacher is demonstrating satisfactory improvement and whether continued assistance is necessary. The number, length and frequency of the Consulting Teacher's visits to the Participating Teacher's classroom shall be approved by the PAR panel.

The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction and shall have appropriate pre- and post-observational conferences.

The number of Participating Teachers assigned to any particular Consulting Teacher shall be determined by the Panel.

Consulting Teachers shall typically assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities which, in their professional judgment, will assist the Participating Teacher.

8. Final Written Report – The Consulting Teacher shall prepare a Final Report for teachers who have been referred to the Program. The report shall detail, among other things, whether the Participating Teacher has demonstrated improvement and is performing satisfactorily in the areas designated in the Written Assistance Plan. The Panel shall determine the time and procedures for submission of the Final Report.

The Consulting Teacher will discuss the Final Report with the Participating Teacher and the Participating Teacher shall make himself/herself available for such a meeting before the report is submitted to the Panel. The Participating Teacher may attach a response to the Final Report before submission to the Panel. The Participating Teacher may request an opportunity to address the Panel regarding the Final Report, which the Panel may or may not agree to. Participating teachers addressing the Panel may, at their request, be represented by the Association.

9. Governing Board – The Panel shall forward to the Governing Board its recommendations and the Final Report for each Participating Teacher, in a timely fashion. Nothing herein shall be interpreted as limiting the authority of the Governing Board to initiate any form of discipline, for example dismissal, of the Participating Teacher at any time.

10. Length of PAR Program – It is anticipated that a Participating Teacher shall stay in the PAR Program for no more than twelve (12) months. This period could be less than twelve (12) months if the Consulting Teacher and Panel agree that the teaching performance of the Participating Teacher is satisfactory or that further assistance will not be productive. Participating Teachers may, under special circumstances, remain in the Program for a

total of eighteen (18) months upon the Consulting Teacher's recommendation and a majority approval vote of the Panel.

11. Confidentiality of PAR Documents - Documents generated by Consulting Teachers and Panel members regarding specific Participating Teachers as part of the assistance process set forth in this agreement shall be deemed personnel records and shall remain confidential to the extent required by the law.
12. Support Staff – It is the intent of the parties to ensure that all Peer Assistance and Review programs will be made available to all support staff as determined by the tenets of this agreement.
13. Implementation of Program - These provisions shall be effective July 1, 2000. Article XXIII of the collective bargaining agreement, concerning Mentor Teachers, shall expire effective June 30, 2000.
14. Those permanent teachers with unsatisfactory performance evaluations during the 1999-2000 school year will be the first teachers referred to the PAR Program.
15. Indemnity – As provided by law, including but not limited to the California Government Tort Claims Act, the District shall defend and hold harmless individual Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.
16. Reopener – The provisions of the Program may be revised by the mutual consent of the District and the Association.
17. Reservation of Rights – This Program and the District's evaluation functions shall operate independently of each other. However, a cooperative relationship between the evaluator and the Consulting Teacher is expected and encouraged with respect to the process of peer assistance and review. Nothing within this agreement or with the Program shall prohibit or limit the District and Governing Board from exercising its legal or contractual rights regardless of the participation of a teacher within the Program. Such rights include, but are not limited to, the issuance of a notice of unsatisfactory performance, issuance of a notice of intention to dismiss from employment, involuntary transfer, involuntary reassignment, demotion, promotion, and evaluation independently of the Program. Decisions and actions with the Program are not binding on the District or the Governing Board.
18. Grievance Procedure Inapplicability – These provisions are not subject to the grievance procedure contained within the collective bargaining agreement between these parties.

B. Teacher Coach Program

1. Purpose

To provide assistance to teachers new to the profession and be available to assist other teachers at the site by providing materials, programs and training, in keeping with the California Standards for the Teaching Profession, which will improve assisted teachers' quality of instruction.

2. Qualifications of Teacher Coaches

Teacher Coaches shall have the following minimum qualifications:

- a. A valid California teaching credential
- b. Permanent status
- c. Recent classroom experience
- d. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

3. Teacher Coaches – Application and Selection

- a. Classroom teachers may apply for a Teacher Coach position on a form prepared by the Panel. Notice of an opening based upon the expiration of the term of another Teacher Coach shall be posted at each school site no later than thirty (30) calendar days prior to the expiration of the term. However, when a vacancy is created due to the need for additional or replacement Teacher Coach and the Panel determines that further applications are desired, the notice shall be posted as soon as practical.
- b. Applicants for Teacher Coaches shall submit an application with two letters of recommendation as outlined below:

- A confidential assessment from the applicant's evaluator.
- A reference from a currently teaching Association member.

Based on a review of the application and the letters of recommendation, the Panel shall select candidates for an interview.

- c. The Panel shall have access to past performance evaluations of the applicants.
- d. All applications, evaluations and references shall be treated with confidentiality.
- e. Part of the interview process shall include the observation of each candidate according to procedures determined by the Panel.
- f. The Panel shall interview selected applicants and designate one Teacher Coach from each school site per every group of 25 unit members assigned to the site.

The selected Teacher Coaches shall agree to commit themselves to:

- Completing a Panel-reviewed training program designed in keeping with the Teacher Coach program's purpose.
- Teacher Coach service for a minimum of two years.

4. Compensation and Terms of Teacher Coaches

Teacher Coaches shall receive an annual stipend of \$3,000; prorated when service is less than one year. To earn the stipend, Teacher Coaches are required to provide 100 annual hours of coaching service beyond their typical workday. The term for the Teacher Coach shall expire upon the completion of the second school year following the initial appointment by the Panel.

5. Teacher Coach Responsibilities

Teacher Coaches will be responsible for initiating monthly contact with teachers at their site who are new to the profession and;

- who are not being serviced by BTSA
- who are not in an intern program

Teacher Coaches will also provide assistance as needed to any site teacher.

Authorization of release time and validation of the Teacher Coach's record of stipend hours are responsibilities of the principal.

Article XXIV - ADULT EDUCATION

A. Hours of Employment

1. Hourly Teacher Break Time

Hourly teachers shall have seven minutes of break time within each hour of class assignment. The school staff shall mutually determine the allocation of this time within each time block.

B. Transfers and Reassignments

1. All vacant hourly positions and position expansions shall be posted District-wide as openings suitably prior to the beginning of each semester in a manner consistent with that provided in Article IX, Section B of the Agreement. Openings which both occur and are to be filled during a semester may be filled through the usual posting procedure, or on an interim basis as provided in Article IX, Section C.2.b. of the Agreement.
2. When, as reasonably determined by the District, the qualifications of candidates for a particular opening are equal, present teachers shall be given preference over non-teachers and the present teacher with the greatest seniority shall be given preference over the other present teachers.
3. The seniority of Adult Education/hourly teachers shall be based upon their first dates of paid service in the Adult Education/hourly programs.
4. Teachers teaching assignments normally shall continue from one semester to the next of the regular school year. In the event of an assignment change, the teacher will be so notified in writing with the reasons for the change.
5. Tenured teachers to be reassigned due to a class closure may displace a non-tenured teacher or a less senior tenured teacher assigned to adult education program to maintain their tenured hours.
6. Non-tenured teachers affected by a class closure who have successfully demonstrated to their site administrator, as reflected by evaluation documents, the ability to teach in the content area and possess an appropriate credential may displace a less senior non-tenured teacher.

C. Evaluation Procedures

1. The evaluation procedures contained in Article X of the Agreement shall be used to evaluate all teachers covered by this Memorandum.
2. Criteria for evaluation shall relate to teacher performance and student achievement, not solely on satisfying a pre-determined ADA objective.

D. Leaves of Absence

1. Employees covered by this Memorandum are entitled to all leaves of absence provided in the Collective Bargaining Agreement except as modified below.
2. All employees working hourly assignments shall accrue sick leave at the rate of one hour for each 18 hours of paid service. Sick leave hours will be allocated at the beginning of each work period, with adjustments to be made at the end of the period based on actual hours worked.

3. Sick leave earned through hourly employment shall be accrued and used separately from that earned in other District employment unless otherwise noted.
4. If an hourly employee transfers to primary employment in another District program, his/her accrued hourly sick leave shall be transferred for use in his/her new program.
5. Leave entitlement expressed in "days" in the Collective Bargaining Agreement shall be proportionately adjusted to "hours" for hourly employees.

E. Class Size/Case Load

1. The District shall establish a "break even" average daily attendance figure of 20 per class. This number shall be revised upward proportionally, as and if, State Adult Education revenue limit is decreased. If State Adult Education revenue limit is subsequently increased, this number shall be revised downward to the current figure of 20 per class.
2. Should the average daily attendance of a class fall below the pre-designated number, the District may close the class. The teacher assigned to the class will be given at least five days advance notice in writing of the intent to close the class. The site administrator and the affected teacher(s) shall meaningfully discuss options to preclude the necessity of class closures.
3. At the beginning of a term, classes will not be closed during the first two weeks of the term if the class meets one or two times per week. It will not be closed during the first week if it meets three or more times per week.
4. The District shall attempt to assign students to classes of the same subject or level in a manner to promote balance between the classes.

F. Class Addition Procedure

1. If the average daily attendance in a class exceeds two and one-half (2.5) times the "break even" ADA described above, for more than two weeks, during the first half of the semester, the class will be split into two sections.

G. Salaries

1. Adult Education/Hourly employees shall be placed on the Adult Education Salary Schedule as follows:
 - a. When a person is initially placed on the hourly salary schedule, they shall receive year-for-year credit for prior teaching experience. People with four years or less of related business, trade or professional experience shall be placed on Step 1. Those with more than four years shall be placed on Step 2.
 - b. Hourly employees shall move to the next step if they work at least 414 hours during the prior year. Those not working sufficient hours will move to the next step the year after their cumulative total of hours worked exceeds 414.
2. If an hourly employee who has worked at least seventy-five percent (75% of a full-time hourly assignment transfers to primary employment in another program on a different salary schedule, he/she shall receive salary schedule placement credit for their hourly service on a year-for-year basis up to the maximum allowable in the Agreement.

3. Hourly employees shall be paid at their normal hourly rate for internal substitution and for attendance at any required Adult Education staff meetings held outside their normal assignment.

H. Miscellaneous

1. Transfer from K-12 program to a contract position in the Adult Education program.
 - a. A K-12 employee who takes an assignment in the Adult Education program as a contract employee shall retain his/her placement on the current K-12 salary schedule. For purposes of future salary advancement, current rules for advancement applicable to K-12 program positions shall apply.
 - b. The basic work year shall be the same as for like positions in the K-12 program. Should the contract work year exceed that number of days, the employee shall be paid at his/her daily rate for the excess days. Assignments of a different nature shall be paid at the current hourly rate. By accepting a contract position in the Adult/Alternative Education program, the employee shall be guaranteed the number of days assigned by contract for the school year in question. Should the employee decline an offer to work any additional days, such decision shall be without prejudice to the employee.
 - c. Any days of sick leave accumulated while employed in the K-12 programs may be used while in the Adult Education contract assignment. Should the employee elect to return to the K-12 program, any sick leave accumulated while serving in the contract Adult Education program assignment may be transferred and used in the K-12 program to which the teacher has returned. An Adult Education contract employee will earn sick leave in the same manner earned by employees in the K-12 program.

ARTICLE XXV – ALTERNATIVE EDUCATION

A. Alternative Education Definition

- School and program alternatives that provide students with the environment, state standards-aligned curriculum, and support system needed to ensure that they have the best range of choices to achieve their full academic potential.
- Provide different means of attaining the objectives of regular education and meeting students' needs.
- Due to nature of the programs, multiple preparation and/or self-contained classrooms may apply.

The current identified Alternative Education programs are as follows:

1. Continuation high school program
2. Opportunity Classes
3. Community Day School
4. Independent Study
5. Cal-SAFE Program

B. Hours of Employment – Continuation high school

1. Four days per week, the on-site obligation for teachers at the Continuation high school shall be thirty (30) minutes prior to their first classroom or preparation assignment and 15 minutes after.
2. One day per week (day to be determined by principal and Leadership Committee), the on-site obligation for teachers at the Continuation high school shall be seven (7) hours, forty-six minutes, commencing fifteen (15) minutes before the teacher's first classroom or preparation assignment to accommodate the District and school for meetings, etc.
3. The number of assigned instructional minutes shall be 360.

Eighth Class Assignments – Continuation high school

If, after the development of the master schedule, but in no event later than the end of the sixth week of each semester, the District determines it does not have enough sections in a subject area (e.g., history, math, English) to form a full-time equivalent teaching position (eight periods at Continuation high school) or if the District, upon completion of the interview process, is unable to employ a qualified and competent teacher for such a position if one were formed, the procedure identified in the Article VIII – Hours of Employment, Section I: 1, 2, 3, shall be utilized in assigning an eighth class to teachers in lieu of their preparation periods.

C. Hours of Employment – CDS Program

1. The on-site obligation for teachers at CDS shall be seven (7) hours, forty-six minutes, commencing thirty (30) minutes prior to the teacher's first classroom assignment. The remainder shall be available to the District and school for meetings, etc.
2. As per Education Code Section 48663A, the minimum school day is 360 minutes of classroom instruction.

D. Hours of Employment – Opportunity Program

1. The on-site obligation for Opportunity teachers shall be seven (7) hours, forty-six minutes, commencing thirty (30) minutes prior to the teacher's first classroom or preparation assignment.

K-8: will conform to the schedule of the respective site

Secondary: will conform to the schedule of the respective site

E. Hours of Employment – Independent Study

1. The on-site obligation for Independent Study teachers shall be seven (7) hours, forty-six minutes, commencing thirty (30) minutes before the teacher's first classroom or preparation assignment.

F. Hours of Employment – Cal-SAFE Program

1. The on-site obligation for the Cal-SAFE teachers shall be seven (7) hours forty-six minutes, commencing thirty (30) minutes prior to their first classroom or preparation assignment.

G. Transfers and Reassignments

1. Article IX of this Agreement shall govern transfers and reassignments of teachers assigned to the Alternative Education Program.

H. Evaluation Procedures

1. Article X of the Agreement shall govern evaluation of teachers assigned to the Alternative Education Programs.

I. Leaves of Absence

1. Article XIII of the Agreement shall govern leaves of absence rights and requests of teachers assigned to the Alternative Education Programs.

J. Class Size/Case Load

1. Continuation high school shall have a student/teacher ratio of 23 to 1
2. Community Day School shall have a student/teacher ratio of 20 to 1
3. The staffing ratio of teachers to students for the Independent Study Program shall be in accordance with the Education Code
4. Opportunity Classes shall have a student/teacher ratio of 20 to 1

K. Salaries

1. Except as provided for herein, the salary rules set out in Article XVII shall apply to teachers assigned to the Alternative Education Programs.
2. Teachers at Community Day School shall receive 1/6th of daily rate pay in order to comply with the mandated Education Code Section 48663A.
3. Teachers teaching Opportunity Classes will be compensated at the prorated hourly rate for additional required minutes of instruction.

L. Other and Adjunct Duties

Other and adjunct duties for Alternative Education Program teachers shall be consistent with those described in Article VIII, Section C.

Article XXVI - SAVINGS

If any provision of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Article XXVII - MISCELLANEOUS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.
- B. The Superintendent or his/her designee shall consult on in-service education needs with a representative group of teachers who must request such consultation by no later than the first week in October of each school year.
- C. Examinations for tuberculosis will be required of employee every four years. Such examinations shall be paid for by the District.
- D. Upon request and after due consideration, the principal shall provide an itinerant teacher with at least a lockable filing cabinet, or a lockable desk or appropriate lockable storage space at each site the teacher serves.

Article XXVIII - WORK STOPPAGE

- A. The Association agrees that its officers, agents or members shall not encourage any strikes, work stoppages, slowdowns, or other concerted refusals by employees to perform work during the term of this Agreement. The Association shall make all reasonable efforts to induce employees to conform to this Article.
- B. Any employee who participates in any of the conduct prohibited above shall be subject to discipline up to and including termination by the District.
- C. In the event of such activities, the Association, upon receiving notice, shall immediately advise unit members of the terms of this Article and that any person who engages in this activity may be subject to discipline if he/she does not resume the performance of their duties.
- D. In the event that an impasse is declared in the reopener negotiations within the term of this Agreement the provisions of this Article shall be suspended. The suspension shall commence upon completion of the impasse procedures described in Government Code Section 3548.

Article XXIX - ZIPPER CLAUSE

The District and Association agree that this Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment; and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or Association at the time they negotiated and executed this Agreement, or even though such subject or matters were proposed and later withdrawn.

ARTICLE XXX - DURATION AND RENEGOTIATION

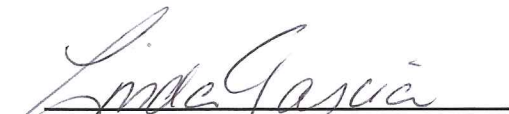
- A. This Agreement shall become effective September 1, 2016 and shall remain in full force and effect up to and including August 31, 2019.
- B. For the 2017-2018 and 2018-2019 years of this Agreement, the parties agree to negotiate over Salaries (Article XVII), Employee Benefits (Article XIX), Evaluation (Article X), Special Education (XVIII) and one Article selected by the District and Association each.

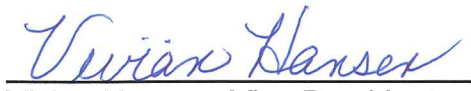
Initial proposals for the 2017-2018 and 2018-2019 years of this Agreement may be made at or after the second regularly scheduled Board meeting in April and negotiations shall commence within ten (10) days following the first regularly scheduled Board meeting in May.

- C. Initial proposals for a successor agreement may be made at or after the second regularly scheduled board meeting in February 2019 and negotiations shall commence within ten (10) days following the first regularly scheduled Board meeting in April 2019 unless mutually agreed to otherwise.
- D. Notwithstanding the above, the parties agree that issues of mutual interest may be bargained over during the term of this Agreement.

Article XXXI - RATIFICATION

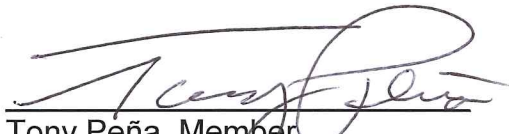
This Agreement is approved and ratified by the Board of Education, Paramount Unified School District, and the officers and members of the Teachers Association of Paramount/CTA/NEA on the 13th day of March 2017:

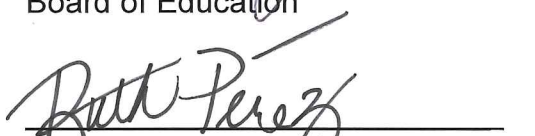

Linda Garcia, President
Board of Education

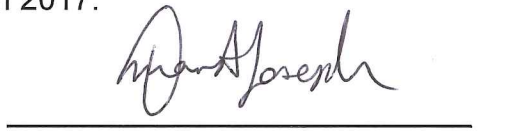

Vivian Hansen, Vice President
Board of Education

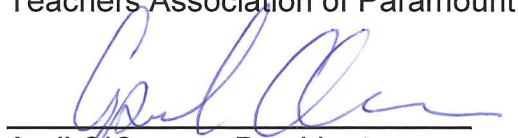

Alicia Anderson, Member
Board of Education

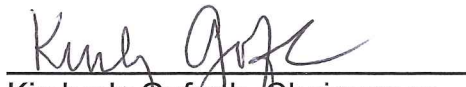

Sonya Cuellar, Member
Board of Education

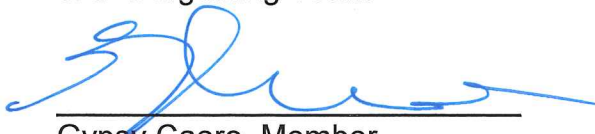

Tony Peña, Member
Board of Education



Ruth Pérez, District Superintendent
Secretary to the Board of Education



Omar Joseph, Executive Director
Teachers Association of Paramount

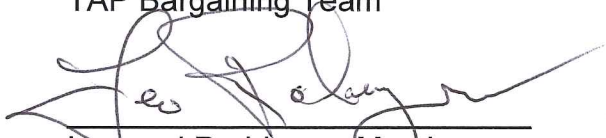

April O'Connor, President
Teachers Association of Paramount


Kimberly Goforth, Chairperson
TAP Bargaining Team


Gypsy Caero, Member
TAP Bargaining Team


Teresa Kugler, Member
TAP Bargaining Team


Melissa Marchesini, Member
TAP Bargaining Team


Leonard Rodriguez, Member
TAP Bargaining Team


Brent Traver, Member
TAP Bargaining Team

APPENDIX A
PARAMOUNT UNIFIED SCHOOL DISTRICT
TEACHER ANNUAL SALARY SCHEDULE
EFFECTIVE 2016-2017
184 SERVICE DAYS – TRADITIONAL CALENDAR

STEP	A B.A. AND CREDENTIAL	B B.A. + 30	C B.A. + 45 OR M.A.	D B.A. + 60 INCLUDING M.A.	E B.A. + 75 INCLUDING M.A.
1	\$52,720	\$55,357	\$58,122	\$61,030	\$64,082
2	\$54,300	\$57,017	\$59,867	\$62,861	\$66,005
3	\$55,929	\$58,727	\$61,663	\$64,747	\$67,984
4	\$57,609	\$60,491	\$63,513	\$66,691	\$70,023
5	\$59,337	\$62,303	\$65,417	\$68,690	\$72,125
6	\$61,117	\$64,171	\$67,381	\$70,752	\$74,290
7	\$62,949	\$66,096	\$69,401	\$72,875	\$76,518
8	\$64,839	\$68,080	\$71,484	\$75,061	\$78,814
9	\$66,784	\$70,123	\$73,629	\$77,313	\$81,178
10	\$68,788	\$72,226	\$75,837	\$79,633	\$83,615
*11	\$72,349	\$75,892	\$79,612	\$83,523	\$87,622
*12	\$74,475	\$78,126	\$81,956	\$85,982	\$90,207
*13	\$76,666	\$80,425	\$84,370	\$88,517	\$92,868
*14-15	\$78,921	\$82,792	\$86,856	\$91,127	\$95,610
**16-20	\$80,421	\$84,292	\$88,356	\$92,627	\$97,110
***21-25	\$81,921	\$85,792	\$89,856	\$94,127	\$98,610
****26 +	\$84,921	\$88,792	\$92,856	\$97,127	\$101,610

- \$1,500 stipend for BCLAD/BCC (partial stipend for portions passed)
- \$1,000 stipend for CLAD/LDS Certificate (partial stipend for portions passed)
- \$1,000 stipend for SB-1969/SB-395 Certification
- \$1,500 stipend for RSP/SDC Certificate
- \$1,500 stipend for LH Certification or Language/Speech Certificate
- \$1,500 stipend for Adapted Physical Education
- \$1,000 additional is allowed for earned Ed.D. or Ph.D.

Newly hired, experienced teachers will be given full credit for their prior qualified professional, contractual employment.

*includes \$1,500 longevity increment at Step 11

**includes an additional \$1,500 longevity increment at Step 16

***includes an additional \$1,500 longevity increment at Step 21

****includes an additional \$3,000 longevity increment at Step 26

Effective: 07/01/16
Board Approved: 03/13/17
16-17cer/tchreff070116ah

APPENDIX B

PARAMOUNT UNIFIED SCHOOL DISTRICT COUNSELORS SALARY SCHEDULE EFFECTIVE 2016-2017 190 DAY SCHEDULE

<u>STEP</u>	A B.A. + 30	B B.A. + 45 OR M.A.	C B.A. + 60 INCLUDING M.A.
1	\$52,626	\$56,919	\$61,172
2	\$58,623	\$64,033	\$69,452
3	\$64,589	\$71,172	\$77,738
4	\$70,571	\$78,288	\$86,019
5 - 9	\$77,038	\$85,915	\$94,791
*10 - 15	\$77,738	\$86,665	\$95,541
**16 - 20	\$78,538	\$87,415	\$96,291
***21 - 25	\$80,038	\$88,915	\$97,791
****26+	\$83,038	\$91,915	\$100,791

\$1,000 Additional is allowed for earned Ed.D. or Ph.D.

*** and ** steps 10-15 and 16-20 were previously one step reflective of an additional \$1,500 longevity increment. As negotiated the \$1,500 longevity increment was split into two cells, 10-15 with \$700 longevity and 16-20 receiving \$800 longevity increment in column A, \$750 in columns B and C**

*****includes an additional \$1,500 longevity increment over Step 20**

******includes an additional \$3,000 longevity increment over Step 25**

Effective: 07/01/16

Board Approved: 03/13/17

16-17 Counselor eff070116ah

APPENDIX C

PARAMOUNT UNIFIED SCHOOL DISTRICT CHILD DEVELOPMENT PROGRAM SALARY SCHEDULE EFFECTIVE 2016-2017 184 DAY SCHEDULE

	A	B	C
STEP	CDC PERMIT	CDC PERMIT + 30 UNITS	CDC PERMIT AND B.A. DEGREE OR CREDENTIAL
	ANNUAL	ANNUAL	ANNUAL
1	\$33,681	\$36,999	\$38,283
2	\$35,194	\$38,745	\$40,066
3	\$36,966	\$40,609	\$42,000
4	\$38,710	\$42,605	\$44,074
5	\$40,474	\$44,659	\$46,240
6-13	\$42,738	\$47,223	\$48,927
14	\$44,021	\$48,640	\$50,396
*15-20	\$45,521	\$50,140	\$51,896
**21-25	\$47,021	\$51,640	\$53,396
***26+	\$50,021	\$54,640	\$56,396

\$1,000 Additional is allowed for earned Ed.D. or Ph.D.

***includes \$1,500 longevity increment over Step 14**

****includes \$1,500 longevity increment over Step 20**

*****includes an \$3,000 longevity increment over Step 25**

Effective: 07/01/16

Board Approved: 03/13/17

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APPENDIX D

PARAMOUNT UNIFIED SCHOOL DISTRICT CHILD DEVELOPMENT PROGRAM SALARY SCHEDULE EFFECTIVE 2016-2017 243 DAY SCHEDULE

	A	B	C
STEP	CDC PERMIT	CDC PERMIT + 30 UNITS	CDC PERMIT AND B.A. DEGREE OR CREDENTIAL
	ANNUAL	ANNUAL	ANNUAL
1	\$40,088	\$44,035	\$45,566
2	\$41,887	\$46,116	\$47,688
3	\$43,995	\$48,334	\$49,988
4	\$46,074	\$50,706	\$52,458
5	\$48,172	\$53,149	\$55,039
6-13	\$50,764	\$56,109	\$58,137
14	\$52,288	\$57,794	\$59,881
*15-20	\$53,788	\$59,294	\$61,381
**21+	\$55,288	\$60,794	\$62,881
***26+	\$58,288	\$63,794	\$65,881

\$1,000 Additional is allowed for earned Ed.D. or Ph.D.

***includes \$1,500 longevity increment over Step 14**

****includes \$1,500 longevity increment over Step 20**

*****includes an additional \$3,000 longevity increment over Step 25**

Effective: 07/01/16

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APPENDIX- D (1)

EXTRA PAY STIPENDS (Paid annually or at completion of assignment)

HIGH SCHOOL

ATHLETIC DIRECTOR	\$3947
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FOOTBALL

Varsity (1)	\$3690
Varsity Assistant (3)	\$2264
Jr. Varsity (1)	\$2264
Jr. Varsity Assistant (2)	\$2264
Freshman (1)	\$2264
Freshman Assistant (2)	\$2264

BASKETBALL

Varsity (2)	\$3156
Jr. Varsity (2)	\$2264
Freshman (1)	\$2264
Frosh/Soph (1)	\$2264

WRESTLING

Varsity (2)	\$3156
Jr. Varsity (2)	\$2264

BASEBALL

Varsity (1)	\$3156
Jr. Varsity (1)	\$2264
Freshman (1)	\$2264

SOFTBALL

Varsity (1)	\$3156
Jr. Varsity (1)	\$2264

TRACK

Head Coach (2)	\$3156
Assistant (3)	\$2264

CROSS COUNTRY

Head Coach (2)	\$3156
Assistant (2)	\$2264

APPENDIX- D (2)

EXTRA PAY STIPENDS (Paid annually or at completion of assignment)

HIGH SCHOOL

TENNIS

Varsity (2)	\$3156
Jr. Varsity (2)	\$2264

SWIMMING

Head Coach (1)	\$3156
Assistant (2)	\$2264

SOCCER

Varsity (2)	\$3156
Jr. Varsity (2)	\$2264
Frosh/Soph (1)	

VOLLEYBALL

Varsity (2)	\$3156
Jr. Varsity (2)	\$2264

WATER POLO

Head Coach (2)	\$3156
Assistant (2)	\$2264

CIF PLAYOFFS

Coaches whose teams participate in CIF playoff games shall receive an additional one-tenth (1/10th) of their coaching stipend (as shown above) for each week of playoff competition.

Band Director	\$3156
Assistant Band Director	\$2264
Cheer Advisor	\$3156
Pageantry Advisor	\$3156
JROTC Advisor	\$3156
Activities/ASB Advisor	\$2294
Choral Advisor	\$2294
Newspaper Advisor	\$2294
Pirate News Advisor	\$2294
Yearbook Advisor	\$2294
Theater/Play Advisor	\$2294
Video/Tech Advisor	\$2294

PHS-West Campus

Newspaper Advisor	\$2294
Activities/ASB Advisor	\$2294

APPENDIX - D (3)

EXTRA PAY STIPENDS (Paid annually or at completion of assignment)

A. Co-Chair Stipends for PHS and PHS-West

For PHS and PHS-West Campus collectively in the curricular areas of Language Arts, Mathematics, Science and Physical Education there shall be a department chair position and a lead teacher position. When one site receives the department chair, the other site receives the lead teacher assignment.

The department chair stipend shall be the base rate plus **\$14.35** per section collectively at both sites. The position shall as well receive one (1) student free day per quarter to do department work.

Base Rate:	\$717.74
Per Section in Dept.:	\$ 14.35

The department co-chairs at each secondary school shall be elected by the members of their site's department biennially in a secret ballot election, with each department member having votes proportional to the number of sections in a full-time assignment (e.g., 5)

B. Chairpersons Stipends:

The department chair stipend shall be the base rate plus **\$14.35** per section collectively at both sites. The position shall as well receive one (1) student free day per quarter to do department work.

Base Rate:	\$717.74
Per Section in Dept:	\$ 14.35

The department chairperson at each secondary school shall be elected by the members of their site's department biennially in a secret ballot election, with each department member having votes proportional to the number of sections in a full-time assignment (e.g., 5)

APPENDIX- D (4)
K-8 School Extra Pay Stipends

1. There shall be stipends allotted to each K-8 school for academic activities, school-wide activities and sports including but not limited to the following:

<u>A</u> <u>Academic</u>	<u>B</u> <u>School-Wide</u>	<u>C</u> <u>Sports</u>
Writing Club	Student Council Advisor	Flag Football
Chess/Games	Student Newspaper Advisor	Baseball
Library	Yearbook Advisor	Soccer
Computer	Community Advisor	Basketball
Math/Algebra	Community Service Advisor	Volleyball
Reading	Drug Prevention/Responsible	Track/Field
Shops	Responsible Life Choices Advisor	Softball
Drama/Dance	Conflict Resolution Advisor	Tennis
Music/Choir	Academic Sports Advisor	Golf
Textiles	Spirit Club Advisor	Swimming
Art	Sports Advisor	
Science	Avid Coordinator	
Current Events		
Public Speaking		
Languages		
Cultural Events		
Ethics		

2. If at a school site there is a desire to establish academic activities, school-wide activities and sports not listed in Paragraph 1 above, such shall first be approved by the Assistant Superintendent of Educational Services.

3. K-8 extra pay stipends shall be paid according to length of activity at the rate of;

less than four months:

\$172 (paid at completion of activity)

\$172 (paid at completion of activity)

four months to less than eight months:

\$344 (paid at completion of activity)

\$344 (paid at completion of activity)

eight months or more:

\$692 (50% at half-way point and 50% at end of activity)

\$692 (50% at half-way point and 50% at end of activity)

APPENDIX - E
HOURLY, DAILY, AND EXTRA PAY SCHEDULE

	RATE
<hr/>	
Workshops (without students)	\$33.00
Home Teachers (with students)	\$38.00
Summer School/Intersession Teachers	\$38.00
K-8 Student contact time per day + 15 minutes for student supervision	
9-12 Student contact time per day	
Adult Education and R.O.P.	
Step 1	\$40.70
Step 2	\$42.55
Step 3	\$44.92
Step 4	\$47.16

6th Period: Pay rate for teaching a sixth class at Paramount High School and Paramount High School – West shall be 1/6th of the teacher's daily rate, but not less than \$20.00 per day.

Board Approved: 03/13/17

APPENDIX - F
EXTRA PAY STIPENDS

EARLY CHILDHOOD EDUCATION

Lead Teacher (12 months)	\$2267.00/annually
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Lead Teacher (10 months)	\$1889.00/annually
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SPECIALISTS

Curriculum Specialists	\$4484.00/annually (Paid semi-annually)
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Program Specialist	\$4484.00/annually
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APPENDIX G – RE-EMPLOYMENT SALARY PLACEMENT (Examples)

Following are applications of the procedures described in Article XVII, Section C. 12 of this Agreement, relating to the granting of outside salary placement credit for experience gained during a break in service with the District.

Example 1:

At the time of initial employment, Employee “A” received credit for 1 year of service for salary schedule placement purposes. He works 2 years, then resigns. He then works 1 year for another district before returning. He now will be placed on Step 5 of the salary schedule. (1+1=4 years credit – placed on Step 5 – total of 2 years outside credit)

Example 2:

At the time of employment, Employee “B” is placed on Step 1. She works one complete year, resigns, then works 2 years at another district. If she returns within 39 months, she will be placed on Step 4. She will be credited with the 2 years of experience attained during the break in service from the district, not having been credited with any at the time of initial employment. (1+2=3 years credit – placed on Step 4)

Example 3:

Employee “C”, a counselor, is hired by the district and credited with 2 years of prior experience in accordance with Section C.2 (the maximum allowable). He works a year, then resigns. Within 39 months of his resignation, he is rehired. During his break in service from the District, he has worked at another district for 3 years. Having been credited with the maximum number of years of prior experience at the time of employment, he would not receive an additional service credit and would be placed on Step 4 of the Counselors’ Salary Schedule. (2+1+0=3 years credit – placed on Step 4.)