

# **MASTER AGREEMENT**

**between the**

**TUSTIN UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**TUSTIN EDUCATORS ASSOCIATION**

**July 1, 2020 – June 30, 2023**

**TEA  
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## Article 1 - Agreement

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Board of Education of the Tustin Unified School District (Board) and the Tustin Educators Association, CTA/NEA (Association), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code.

## Article 2 - Recognition

- 2.1 The Board recognizes the Tustin Educators Association as the exclusive representative of all certificated employees in the bargaining unit for the purpose of meeting and negotiating as certified by the PERB. (See Appendix A.)

### Article 3 - Definitions

Except as otherwise defined in the Articles of this Agreement, the following definitions shall be used throughout this Agreement:

Association	The Tustin Educators Association (TEA) an affiliate of the California Teachers Association/National Education Association; the exclusive representative of the members of the TEA bargaining unit
Bargaining unit member	Any employee of the District who is represented by the recognized exclusive bargaining agent.
Board of Education (Board)	The duly elected governing body of the Tustin Unified School District.
Daily rate of pay	The bargaining unit member's annual salary divided by the number of days in the bargaining unit member's work year.
District	The Tustin Unified School District
Immediate family (for use of Bereavement leave)	The following individuals related to the bargaining unit member or the spouse/registered domestic partner of the bargaining unit member. <ul style="list-style-type: none"><li>• spouse/domestic partner</li><li>• child</li><li>• step-child</li><li>• parent</li><li>• step-parent</li><li>• grandparent</li><li>• grandchild</li><li>• sibling</li><li>• daughter-in-law</li><li>• son-in-law</li><li>• brother-in-law</li><li>• sister-in-law</li><li>• aunt</li><li>• uncle</li><li>• niece</li><li>• nephew</li><li>• any person living in the immediate household of the bargaining unit member</li></ul>
Immediate supervisor	The administrator having immediate jurisdiction over the bargaining unit member.
Negotiate in good faith	A sincere and honest effort on the part of each party to reach agreement.
Recess	The student break between the beginning of the instructional day and lunch in Grades 1-5. Recess, as defined, does not include nutrition-type breaks.
School day	Each day of classes during which students are required to be in school.
Shared Contract	A contract in which one position is shared by two (2) bargaining unit members for a period of not less than one semester.
Teacher (s)	Any bargaining unit member unless otherwise noted. References to male teachers shall include female teachers and vice versa, unless otherwise noted.

Teacher – full time	A-bargaining unit member who is employed on a regular basis for a full assignment.
Teacher – itinerate	A full or part-time bargaining unit member who travels to more than one site in a day for his/her assignment.
Teacher – part time	A bargaining unit member who is employed less than full-time.
Teacher on Special Assignment (TOSA)	Bargaining unit members who leave the classroom to accept a special assignment with the District, including those who accept "acting" positions. These assignments are renewable annually.
Unit of credit	A unit of credit earned for advancement on the salary schedule.
Work day	Any day on which the bargaining unit member is contracted to render services.

## **Article 4 - Wages**

- 4.1 Copies of the 2024-25 certificated salary schedules is attached as Appendix A and reflects the following increases:
  - A 1% increase to the 2024-25 salary schedule effective July 1, 2024.
- 4.2 All members of the bargaining unit shall be placed on the Certificated Salary Schedule as found in Appendix B.
- 4.3 Initial Salary Schedule Placement
  - 4.3.1 Unit members entering the District shall be given credit for prior experience up to a maximum of twelve (12) years.
    - 4.3.1.1 Consecutive partial years shall be combined to reach a total of one hundred percent (100%).
  - 4.3.2 Unit members who worked seventy-five percent (75%) of a school year shall be credited with one year of service credit for purposes of calculation for step placement on the salary schedule.
  - 4.3.3 Service credit shall be given for Peace Corps experience or VISTA experience only when such experience directly involved the teaching of students in a regular class situation.
  - 4.3.4 Service credit shall be given for years worked in private K-12 schools only if the unit member held a credential appropriate for the assignment.
  - 4.3.5 No service credit shall be given for military service.
  - 4.3.6 No service credit shall be given for prior substitute service.
  - 4.3.7 Verification of service credit by the appropriate school district(s) and private school(s) shall be in writing and include:
    - Hire date
    - Ending date
    - Percentage of contract
  - 4.3.8 It shall be the responsibility of the unit member to provide official transcripts for verification of units for salary schedule placement.
    - 4.3.8.1 Only official transcripts from the issuing institution(s) shall be accepted for verification of units.
  - 4.3.9 Coursework credit shall be calculated in semester units.

- 4.3.9.1 Quarter units shall be converted to semester units by multiplying the quarter units by two-thirds (2/3).
- 4.3.10 No salary schedule credit shall be given for units earned for the supervision of student teachers.
- 4.3.11 No salary schedule credit shall be given for “district units” earned in previous school districts of employment, through attendance at in-services provided by the district.
- 4.3.12 If credit for units is denied, the unit member may appeal the denial to the Professional Growth Committee.
- 4.3.13 An advanced degree shall be considered to have been granted as evidenced by the District’s receipt of official transcripts.
- 4.3.14 The District shall notify the unit member of his/her placement on the salary schedule within twenty (20) days of the first paid date of service.
  - 4.3.14.1 If the unit member believes the salary schedule placement is incorrect, the unit member shall provide the district with appropriate verification of coursework and service credit within twenty (20) days of receipt of the salary schedule placement letter in order to rectify the matter.

#### 4.4 Salary Schedule Advancement

##### 4.4.1 Step Movement

- 4.4.1.1 Unit members who work at least seventy-five percent (75%) of a school year shall be credited with one year of service credit for purposes of step movement on the salary schedule.
- 4.4.1.2 Service credit shall be given for military service which interrupts service within the District.
- 4.4.1.3 For those unit members working a Shared Contract, service credit for step movement on the salary schedule shall be calculated so that a unit member will move one step for each equivalent of one (1) year of full-time employment completed.

##### 4.4.2 Column Movement

###### 4.4.2.1 Procedures

- 4.4.2.1.1 All new coursework intended to be used for column advancement and/or advanced degrees must receive written

approval from the Principal/designee and Personnel Services prior to the applicant's first day of class using the TUSD "Application for Approval of College Coursework" form. If the "Application for Approval of College Coursework" is denied, the bargaining unit member may appeal the decision to the "Professional Growth Committee."

4.4.2.1.2 All coursework taken for salary schedule movement must be completed by October 31 and official transcripts received by Personnel Services on or before December 1, at 4:00 p.m.

4.4.2.1.3 Coursework credit shall be calculated in semester units.

4.4.2.1.3.1 Quarter units shall be converted to semester units by multiplying the quarter units by two-thirds (2/3).

4.4.2.1.4 Compensation for such coursework shall be retroactive to the first day of the unit member's paid status for that school year.

4.4.2.1.5 To receive credit for an advanced degree, the District must receive an official transcript which includes the conferral of the degree.

#### 4.4.2.2 Acceptable Course Work

4.4.2.2.1 Courses shall be taken at an accredited institution of higher learning listed in the current edition of Accredited Institutions of Higher Learning published by the American Council on Education, or other agencies as approved by the District.

4.4.2.2.2 Units must be upper division or graduate level, or as otherwise approved by the district, with a letter grade of "C" or better.

4.4.2.2.2.1 "Pass" or "Credit" grades shall not be accepted for salary credit.

4.4.2.2.3 Lower division and Continuing Education courses offered at an institution of higher learning may be approved by the District.

4.4.2.2.4 School nurses may receive approval of Continuing Education courses provided by institutions or organizations approved by the California Registered Nursing Board.

4.4.2.2.5 Except where 4.4.2.2.9 is controlling, or unless otherwise approved by the District, the total number of lower division units and Continuing Education units may not exceed fifteen (15) percent of the total acquired units in calculating eligibility for each column advancement.

4.4.2.2.6 Coursework shall meet one at lease one of the following criteria:

- 1) Courses directly related to the current assignment
- 2) Courses directly related to a unit member's major or minor
- 3) Courses directly related to an advanced degree in professional education or a teaching assignment
- 4) Courses required for a California credential
- 5) Courses required for an approved Master's Program
- 6) Courses in a Foreign Language

4.4.2.2.7 The District may approve unit(s) for workshops where time allotment and course requirements are equivalent to those offered by colleges/universities.

4.4.2.2.7.1 One semester unit of credit will be granted for every fifteen (15) hours of attendance.

4.4.2.2.7.2 One quarter unit and fraction thereof of upper division credit will be granted for every ten (10) hours of attendance.

4.4.2.2.7.3 Courses and/or workshops taken during a normal workday shall not be eligible for salary credit.

4.4.2.2.7.4 No units toward column advancement shall be given for courses and/or workshops when the Tustin Unified School District bears the expense of the units.

4.4.2.2.8 The District shall specify the inservice credits that may be granted for inservice classes provided by the Tustin Unified School District when time allotment and course requirements are equivalent to those offered by colleges/universities.

4.4.2.2.9 The District shall grant credit for salary schedule movement for any courses taken in order to meet the requirements of any local, state or federal mandate.

4.4.3 Professional Growth Committee

4.4.3.1 The Professional Growth Committee shall be composed of the following:

- Three members appointed by the Association
- Four members appointed by the District

4.4.3.2 The committee shall convene on an as needed basis.

4.4.3.3 The decision of the Professional Growth Committee shall be final.

4.5 Additional Compensation

4.5.1 High School Department Chairs shall be additionally compensated according to the following schedule:

		Effective 7/1/24
4.5.1.1	0 - 15 Sections	\$3,340
4.5.1.2	16 - 30 Sections	\$4,020
4.5.1.3	31 - 45 Sections	\$4,680
4.5.1.4	46 - 60 Sections	\$5,330
4.5.1.5	Over 60 Sections	\$6,000

4.5.2 Work Experience and Audiovisual Coordinators shall be additionally compensated at the rate of \$3,360 effective July 1, 2024.

4.5.3 High School Athletic Directors shall be additionally compensated at the rate of \$5,420 effective July 1, 2024.

4.5.4 Counselors, Psychologists, Speech and Language Pathologists, and Nurses, effective July 1, 2006, shall be additionally compensated as follows:

4.5.4.1 Counselors: Ten (10%) percent of their salary schedule placement.

4.5.4.2 Psychologists and Speech and Language Pathologists:  
Ten (10%) percent of their placement on the salary schedule.

4.5.4.3 Nurses: Per Diem rate for an additional three (3) days of service beyond the 185-day work year.

4.5.5 The compensation for a unit member assigned to the middle school who teaches an extra period shall be one-seventh (1/7th) of the unit member's daily rate of pay.

4.5.6 The compensation for a unit member assigned to the high school who teaches an extra period shall be one-sixth (1/6th) of the unit member's daily rate of pay.

4.5.7 Unit members who are asked to substitute for a teacher on leave (i.e. sick leave, conference, Personal Necessity) shall be compensated as follows:

- Middle School and High School  
The long term substitute rate divided by the number of periods served
- Elementary School  
The long-term substitute rate divided by the number of teachers covering the students of the unit member on leave

4.5.7.1 The resultant pay shall be rounded to the nearest dollar.

4.5.8 Hourly Rate of Pay

Unit members who perform extra duties, which are subject to approval by the District, shall receive \$38 per hour, effective July 1, 2019.

4.5.9 Elementary Outdoor Education

Unit members who attend Outdoor Education overnight shall receive \$75 per night, effective July 1, 2019.

4.6 Compensation for Shared Contract

4.6.1 Bargaining unit members who work a shared contract shall be paid based on their appropriate placement on the regular salary schedule prorated by the percentage of their contract.

4.6.1.1 Salary shall be paid in equal monthly installments tenthly, unless otherwise mutually agreed upon by the unit member and the District.

4.7 Compensation Rates for Part -Time Contracts

4.7.1 Compensation for part-time contracts at middle and high schools shall be as follows:

<u>Middle Schools</u>			<u>High Schools</u>		
<u># of Periods</u>	<u>% of Contract</u>		<u># of Periods</u>	<u>% of Contract</u>	
1	=	14%	1	=	17%
2	=	29%	2	=	33%
3	=	43%	3	=	58%
4	=	65%	4	=	78%
5	=	82%			

4.8 Tax Sheltered Annuities

Members of the bargaining unit may participate in any tax sheltered annuity program approved by the Board through payroll deduction.

4.9 Reimbursement for Travel

- 4.9.1 Unit members shall be reimbursed at the standard IRS rate per mile when assigned to more than one District site on a daily basis.
- 4.9.2 Psychologists, Nurses, and Speech and Language Pathologists shall be reimbursed for travel incident to the performance of their assigned duties as provided in Section 4.9.1.
- 4.9.3 Unit members who use their personal vehicles for field trips or other business of the District shall receive the reimbursement provided in Section 4.9.1, only when such travel is required and approved by the District.

4.10 Payment for Required Medical Examinations

- 4.10.1 In the event that the District requires a unit member to submit to physical and/or mental examination(s) by District appointed physicians, psychiatrists and/or psychologists, the cost of the examination(s) shall be borne by the District.

## **Article 5 – Hours of Employment**

### **5.1 Hours of Employment**

5.1.1 With the exception of those bargaining unit members identified in 5.1.2, the regular hours of work for bargaining unit members shall be six and three quarters (6 3/4) hours exclusive of a duty-free lunch period, plus a reasonable number of adjunct duties.

5.1.2 The following members of the bargaining unit shall work seven and one half (7 1/2) hours:

5.1.2.1 Teachers/Counselors

5.1.2.2 Teachers/Assistant Principals

5.1.2.3 Librarians

5.1.2.4 Counselors

5.1.2.5 Work Experience Coordinators

5.1.2.6 Psychologists

5.1.2.7 Speech and Language Pathologists, effective July 1, 2006

5.2 Bargaining unit members shall be entitled to an uninterrupted duty-free recess and lunch break equal to the regular student recess and lunch period.

5.2.1 Bargaining unit members and the administrator at each school site will develop an inclement weather recess and lunch schedule.

5.2.2 Duty free recess may be reduced during inclement weather. Minutes equal to the regular recess break may be made up that day or the next day.

5.2.3 Duty free lunch break may be reduced to 30 minutes during inclement weather. Minutes equal to the regular lunch break may be made up that day or the next day.

5.3 Extra duty assignments shall be defined as voluntary assignments which are beyond the normal workday for which the bargaining unit member receives additional compensation.

5.4 Adjunct Duties shall be defined as assignments beyond normal student contact time and for which the bargaining unit member receives no additional compensation.

5.4.1 Adjunct Duties for the subsequent school year shall be determined in the spring by a committee at each site composed of a minimum of three (3) bargaining unit

members, one of whom shall be a TEA site representative, and the site administrator(s).

- 5.4.2 Adjunct duties shall be reasonable in length and distributed equitably.
- 5.4.3 Adjunct Duties shall be agendized and selected by the bargaining unit members at the first staff meeting of the work year.
- 5.5 Bargaining unit members may be permitted to leave the school premises during the normal workday at the discretion of the principal or supervisor.

Bargaining unit members may leave the work site at their own discretion during the duty-free lunch time. If leaving the site during the duty-free lunch time, the bargaining unit member shall advise the administrator/designee.

#### 5.6 Preparation Periods, Non-student Work Days and Planning Days

- 5.6.1 Full time elementary classroom teachers shall receive ninety (90) minutes per week for such purposes as parent-teacher conferences, class preparation, correction of student papers, etc. Minutes per week will be prorated for those teachers less than full time. Such time shall be within the six and three-quarters (6 3/4) hour workday.
- 5.6.2 In addition to 5.6.1, classroom teachers of grades three (3), four (4), or five (5) shall receive approximately one (1) hour of release time per week through the implementation of an elementary music program. In the event a classroom teacher does not have release time during the week due to the District calendar, school schedule or absence of a bargaining unit member, no release time shall be rescheduled.
- 5.6.3 Classroom teachers of grades three (3), four (4), or five (5) shall have two (2) release days for planning during the year which shall be student instructional days and shall be scheduled by the bargaining unit member on dates mutually agreed upon by the grade level team and the site administrator.

These teachers may choose to work one (1) or both days during the first two (2) weeks before or after the bargaining unit members' work calendar, or during spring break, and be compensated at the long-term sub rate of pay, provided that summer cleaning, deferred maintenance and construction are not disrupted.

- 5.6.3.1 If the planning day is to be taken off-campus, the site administrator must give prior approval.
- 5.6.3.2 Whenever possible, release days for planning days shall not be scheduled on Mondays and Fridays.

5.6.3.3 Scheduled planning shall not be lost due to illness or unanticipated circumstances that require the bargaining unit member's attendance. In such case, the planning day shall be rescheduled by the bargaining unit member and shall be approved by the site administrator.

5.6.4 If the District and TEA agree to reduce or eliminate the planning time for grade 3, provided for in Sections 5.6.2 and 5.6.3, refer to Article 5, Section 5.8.1.

5.6.5 Teachers of (Grades 6-12) shall receive one class period per workday for such purposes as parent-teacher or student-teacher conferences, class preparation, correction of student work, etc. Such time shall be within the six and three-quarter (6 3/4) hour workday. Assignment of preparation periods shall be at the discretion of the principal.

Sites may implement a modified schedule to meet their needs for state testing. By the end of the site testing window, all bargaining unit members shall have received an equal number of preparation minutes.

5.6.6 All bargaining unit members shall have two non-student work days per work year.

5.6.6.1 One day shall be scheduled between the first day of the bargaining unit members' work calendar and the end of the first trimester.

5.6.6.2 When the first non-student day is scheduled after the first day of the student instructional year, bargaining unit members may choose to prepare their classrooms and instructional materials within the two (2) weeks prior to the beginning of the bargaining unit members' work calendar and be compensated for one day at the long term substitute rate of pay, provided that summer cleaning, deferred maintenance and construction are not disrupted.

5.6.6.3 The second non-student day shall be at the end of the first semester.

## 5.7 Work Year

5.7.1 The District shall not assign more than one hundred eighty-five (185) workdays per year for bargaining unit members, excluding counselors and nurses, of which no more than one hundred eighty (180) shall be instructional days.

5.7.2 Additional days outside the one hundred eighty-five (185) day calendar, to be worked by nurses and counselors, shall be scheduled by mutual agreement between the bargaining unit members and their administrators.

5.7.2.1 The District shall not assign nurses more than one hundred eighty-eight (188) workdays each school year, one hundred eighty-five (185) days of which shall be the bargained calendar.

5.7.2.2 The District shall not assign counselors more than one hundred ninety-four (194) workdays each school year, one hundred eighty-five (185) days of which shall be the bargained calendar.

5.7.3 Any member of the bargaining unit who wishes to work voluntarily for the District on his/her own time without compensation may do so.

5.7.4 Holidays and Breaks

5.7.4.1 *Commencing with the 2015/16 Calendar ...* Thanksgiving Break shall be Monday – Friday of the week of Thanksgiving.

5.7.4.2 There shall be two (2) holidays in February annually; one (1) four-day weekend in odd number years and two (2) three-day weekends in even number years.

5.7.4.3 *Commencing with the 2015/16 Calendar ...* Spring Break shall be five (5) days (Monday – Friday) and shall be scheduled approximately midway between the beginning of the second semester and the end of the school year.

## 5.8 Instructional Minutes

5.8.1 The District shall not require bargaining unit members to serve classroom instructional minutes beyond those established for the first semester, 1985/86, with the exceptions for grades kindergarten through fifth, as noted in Appendix F.

Commencing in the 2016-17 school year, instructional minutes for students of Grades 1-5 shall be 54,760 annually; however, if the District and TEA agree to increase class size in grades 1 or 2 (Article 10, Section 10.2) and/or to reduce or eliminate planning time for teachers of grade 3 (Article 5, Section 5.6), instructional minutes shall revert to the minutes in Appendix F and bargaining unit members shall resume recess supervision.

5.8.1.1 Commencing the 2022-23 school year, instructional minutes for students Grades 6-8 shall range from 61,000 – 62,000 minutes annually. Minutes do not include zero period or eighth period. Middle School administration will gather input from staff when creating the Middle School Bell Schedule. Input for the subsequent year shall be taken in the Spring.

5.8.2 At TK-5 and K-8 schools, student instructional time shall be extended on Monday, Tuesday, Thursday, and Friday to allow for early dismissal on every Wednesday.

A minimum of nine Wednesdays shall be scheduled as classroom work time during the time created by early dismissal.

5.8.3 At Middle Schools, student instructional time shall be extended on Monday, Tuesday, Thursday, and Friday to allow for students to start late on every Wednesday.

A minimum of nine Wednesdays shall be scheduled as classroom work time during the time created by late start.

5.8.4 At alternative High Schools, student instructional time shall be extended on Monday, Tuesday, Thursday, and Friday to allow for students to start late on specified Wednesdays.

5.8.5 Any staff who does not wish to structure the instructional week as delineated in sections 5.8.2, 5.8.3, and 5.8.4 may hold a contract waiver election through the process identified in Article 28 – Contract Waiver Procedures.

## 5.9 Staff and Committee Meetings

5.9.1 Bargaining unit members shall not be required to attend more than three (3) hours or one hundred eighty (180) minutes of staff and/or committee meetings required by the site/program administrator outside of the instructional day per month.

5.9.2 No meeting shall last longer than ninety (90) minutes.

5.9.3 An additional six (6) hours of meeting time shall be allotted for the entire work year for special circumstance needs as are related to health and safety, and state and federal mandates.

## 5.10 Professional Responsibilities

5.10.1 TK-8: Two (2) days shall be designated for Back-to-School Night and Open House, or a community engagement event that is held outside of the 6  $\frac{3}{4}$  building hours. Bargaining unit members shall attend and participate in such activities as required by the immediate supervisor.

High School: Four (4) days shall be designated for events such as, but not limited to, Back-to-School Night, Open House, Report Card Night, Graduation, or a community engagement event that is held outside of the 6  $\frac{3}{4}$  building hours. Bargaining unit members shall attend and participate in such activities as required by the immediate supervisor.

These events will receive a teacher minimum day on a future pre-selected date with staff input.

## **Article 6 - Health and Welfare Benefits**

### **6.1 District Contributions**

**6.1.1** Group insurance programs and all other fringe benefits plans shall be provided by the District for members of the bargaining unit as part of the compensation and fringe benefits for eligible employees and their eligible dependents. The programs are as outlined in Appendix C.

#### **6.1.1.1 New Employee Health and Welfare Enrollment**

All new hires who qualify for health and welfare benefits shall enroll in the plan with the least expensive premium cost for the first two (2) years of employment with the option of purchasing another plan offered by the Tustin Unified School District by paying the difference in premium and any District contribution to a Health Reimbursement Account, in addition to employee contributions for the selected plan. After two (2) years of benefit eligible employment, bargaining unit members may choose any health and welfare benefits program the District offers during the open enrollment period.

Effective July 1, 2018, all new hires who qualify for health and welfare benefits shall enroll in the plan with the least expensive premium cost for the first four (4) years of employment with the option of purchasing another plan offered by TUSD by paying the difference in premium and any District contribution to a Health Reimbursement Account in addition to employee contributions for the plan selected. After four (4) years of benefit eligible employment, bargaining unit members may choose any health and welfare benefits program the District offers during the open enrollment period.

**6.1.1.2** Bargaining unit members shall be apprised of all available health and welfare benefits programs at the time of employment or at the time a specific benefit becomes available to employees.

**6.1.2** Effective January 1, 2013, the District contribution for Health & Welfare benefits shall be the equivalent of \$12,500 per full-time bargaining unit member.

**6.1.2.1** In the event the \$12,500 is inadequate to cover 100% of the benefit premium, the parties shall meet and negotiate over the level of funding at least sixty (60) days prior to the beginning of a funding increase.

**6.1.2.2** If agreement is not reached through the bargaining process, to address the increased costs of health and welfare benefits by November 1 of any benefit year, the defined employee contributions will be adjusted to reflect the increased cost, effective January 1. These dates may be waived by mutual agreement between the parties.

- 6.1.3 The District shall pay a pro rata portion of the premium for insurances for part-time members of the bargaining unit who work at least fifty percent (50%) of a full-time assignment. The amount paid by the District will be in the same proportion as the part-time employment bears to full-time employment. The bargaining unit member electing this coverage will pay the remaining portion of the premium.
  - 6.1.3.1 The District shall pay a pro rata portion of the premium and any District contribution to a Health Reimbursement Account for dependent coverage for eligible part-time members of the bargaining unit in the same ratio as for full-time bargaining unit members and in the same proportion as the part-time employment bears to full-time employment.
- 6.1.4 The District shall pay one hundred percent (100%) of the premium for eligible dependents of full-time members of the bargaining unit for vision coverage.
- 6.1.5 The District shall pay one hundred percent (100%) of the premium for the Long-Term Disability Income Plan for those bargaining unit members with fewer than five (5) years of service in the State Teachers Retirement System.
- 6.1.6 The Board shall provide an Internal Revenue Code 125 Plan for members of the bargaining unit, which shall include provisions for payment for all medical and dental costs as well as child and elder care costs.
  - 6.1.6.1 Any administrative cost of the Plan shall be born by the unit member electing participation in the Plan.

## 6.2 Bargaining Unit Members on Leave

- 6.2.1 Bargaining unit members on ~~any~~ unpaid leave of absence shall be provided the opportunity to participate in the medical and dental program at the bargaining unit member's expense.
- 6.2.2 Bargaining unit members on paid leave of absence shall continue to participate in all insurance programs in the same manner as active bargaining unit members as described in Section 6.1 above.

## 6.3 Retired Bargaining Unit Members

- 6.3.1 Bargaining unit members who retire at age fifty (50) or older and who have at least five (5) years of service with the District shall be provided medical and dental insurance by the District as defined in Section 6.1.2, until age sixty-five (65), or until the bargaining unit member becomes eligible for Medicare coverage, whichever comes first.
- 6.3.2 Effective January 1, 2020, all retirees who are eligible for health and welfare benefits shall enroll in either of the two plans with the least expensive premium costs, unless the retiree chooses to enroll in another plan offered by the District.

If the retiree elects another plan, he/she shall pay the difference in the premium and any District contribution to a Health Reimbursement Account, in addition to the employee contribution for the selected plan.

- 6.3.2.1 Bargaining unit members who retire at the end of a school year shall remain on their current health benefits plan through August 31<sup>st</sup> of that year. On September 1, the provisions of 25.2.2 shall become effective.
- 6.3.2.2 Bargaining unit members who retire during the school year shall remain on their current health benefits plan through the month in which they retire. On the first day of the month following his/her retirement, the provisions of 25.2.2 shall become effective.
- 6.3.2.3 During retirement, benefit-eligible retirees, may change their choice of health and welfare benefits plans offered by the District during the annual open enrollment period.
- 6.3.3 Any bargaining unit member who retires under this Section shall have the option to purchase medical and dental coverage for eligible dependents. Eligible dependents shall be the child of the retiree, up to age 26 as described in the Federal Health Care Reform and the spouse or registered domestic partner of the retiree until the spouse or registered domestic partner reaches the age of sixty-five (65) years.

The retiree shall pay the full cost of the dependent coverage in a manner prescribed by the District.

In the event the retiree predeceases his/her spouse or registered domestic partner and/or other eligible dependent(s), the surviving spouse or registered domestic partner and/or eligible dependent(s) will no longer be eligible as provided for in this Section.

#### 6.4 Termination of Insurance Benefits

- 6.4.1 Termination of insurance will be effective upon termination of employment; however, a bargaining unit member resigning after his/her last workday in any school year and before September 1, of the following school year, shall continue to be insured under medical and dental insurances through August 31 of that school year.

#### 6.5 Internal Revenue Code 125

- 6.5.1 The District shall provide an Internal Revenue Code 125 Plan for members of the bargaining unit. The plan shall include provisions for payment for all medical and dental costs as well as child and elder care costs. Any administrative cost of the Plan shall be borne by the bargaining unit member electing participation in the Plan.

6.6 District Insurance Committee

The District Insurance Committee shall be composed of two (2) members of each employee group, one of whom shall also serve on the bargaining team, unless the number is waived by the committee.

The District Insurance Committee shall meet ten (10) times per year unless waived by the Committee.

The District Insurance Committee shall make recommendations to the District regarding carriers and recommendations to the bargaining teams regarding plan design, contribution levels, and wellness programs.

## **Article 7 - Leaves**

### **7.1 General Procedures for Absences and Leaves**

#### **7.1.1 Daily Absences**

- 7.1.1.1 It shall be the responsibility of each bargaining unit member to report each period of absence as prescribed by the District and to complete the appropriate District forms.
- 7.1.1.2 If the bargaining unit member fails to cancel a substitute and it results in both the bargaining unit member and a substitute reporting for the day's work, the employee's pay shall be deducted the amount paid the substitute.

#### **7.1.2 Long-Term Leaves**

- 7.1.2.1 Unpaid long-term leaves shall not exceed one school year; however, extensions may be granted at the discretion of the Board of Education.
- 7.1.2.2 Requests for long-term leaves shall be in writing and shall state the reasons for the request and the period of time desired.
- 7.1.2.3 Requests for leave of absence for the subsequent full school year or the first half of the subsequent year must be submitted to the Chief Personnel Officer/designee on or before May 1. Requests for leave of absence for the second half of the year must be received on or before November 1.
- 7.1.2.4 A bargaining unit member on a long-term leave shall provide written notice to Personnel Services on or before February 1 of that school year of his/her intention to return to District Service.

Failure to notify the District shall be deemed to constitute a resignation on the part of the bargaining unit member, such resignation may be accepted by the Board of Education at any time within twenty (20) days after the due date of the required notification by the bargaining unit member.

- 7.1.2.5 The February 1 deadline may be extended in case of serious illness which causes the bargaining unit member to be unable to communicate with Personnel Services. The bargaining unit member shall communicate as soon as physically possible.
- 7.1.2.6 Upon returning from leave, the bargaining unit member will be placed in a similar position where possible and any change will follow the procedures delineated in Article 8 – Transfer and Reassignment of Personnel.

## 7.3 Personal Leave

Where the Board of Education finds it is not detrimental to the educational welfare of the students, leave without pay up to one year shall be granted for the purposes outlined below.

### 7.3.1 Medical Reasons

7.3.1.1 Each of the following reasons require verification by a medical provider prior to the leave and clearance by a medical provider before returning to work.

- A) When Extended Illness Leave is exhausted.
- B) At the request of the bargaining unit member even though sick leave and Extended Illness Leave are not exhausted.
- C) Non-disabling condition pertinent to the well-being of the individual.

### 7.3.2 Peace Corps.

### 7.3.3 AmeriCorps VISTA.

### 7.3.4 To campaign for or hold public office.

### 7.3.5 To engage in activity of self-improvement or self-renewal as it relates to the bargaining unit member's present or future assignment.

### 7.3.6 To care for a sick member of the immediate family. This leave shall require verification by a medical provider.

## 7.4 Sick Leave

### 7.4.1 Each bargaining unit member employed on full-time contract shall be entitled to ten (10) days leave of absence each year for illness or injury.

Each bargaining unit member employed on a full-time contract, who works an extended year of an additional twenty (20) days or more, shall be entitled to one (1) additional day of leave for illness/injury. This language applies to year-round education personnel extending a regular assignment.

### 7.4.2 Bargaining unit members working less than ten (10) months of a school year shall be entitled to sick leave on a pro rata basis.

### 7.4.3 Accumulation of personal sick leave is unlimited and shall be transferred from the immediate former California district through the completion of the TUSD request process.

7.4.4 A bargaining unit member absent on account of illness or injury shall, on the first day after returning to duty, complete the District leave form and submit it to his/her immediate supervisor.

7.4.5 The District shall make available to each bargaining unit member a statement of his/her accrued sick leave status by November 1 of each school year.

7.5 Extended Illness Leave

7.5.1 When a bargaining unit member is absent on account of illness or injury in excess of the number of accumulated sick leave days provided in Section 7.4, the bargaining unit member shall be granted Extended Illness Leave. While on this leave there shall be deducted from the salary due the employee the sum which shall actually have been paid or be payable to a substitute employee.

7.5.2 Extended Illness Leave shall not exceed five (5) school months (100 work days). The five (5) month period commences on the day following the expiration of sick leave earned for the current year. Entitlement to five months Extended Illness Leave is a separate entitlement for each school year.

7.6 Emergency Family Illness Leave

7.6.1 Emergency leave with pay for a serious or critical illness, injury, or birth of a child to a member of the immediate family may be granted for a maximum of two (2) days per year. The emergency must be of a nature that the immediate presence of the bargaining unit member is required during his/her regular workday. Application for use of this leave shall be submitted to Personnel Services.

7.7 Personal Necessity Leave

7.7.1 A maximum of seven (7) days of accumulated leave may be used in any year for Personal Necessity Leave, including situations of a highly personal nature. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the bargaining unit member cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.

7.7.2 Deduction From Sick Leave

Personal Necessity Leave Days shall be deducted from Sick Leave Days. In order to be granted paid leave, a bargaining unit member must have sufficient sick leave days credited to him/her.

7.7.3 Procedure

7.7.3.1 The bargaining unit member shall give prior notification to his/her immediate supervisor.

7.7.3.2 The bargaining unit member shall not be required to provide advance notification for leave taken for any of the following reasons:

- A) Death or serious illness of a member of the bargaining unit member's immediate family.
- B) Accident involving the bargaining unit member's person or property or the person or property of a member of the bargaining unit member's immediate family.
- C) In other emergencies, where prior notification is impossible to provide.

#### 7.7.4 Qualifying Events

The following are those events which may be used as a basis for using Personal Necessity Leave:

##### 7.7.4.1 Extension of Family Illness or Bereavement

The illness or death of the bargaining unit member's immediate family. This benefit is in addition to any days of paid leave under Bereavement Leave.

##### 7.7.4.2 Accident

An accident involving the bargaining unit member's person or property or the property of a member of his/her immediate family as defined in 7.11.2 above which is serious and requires the attention of the bargaining unit member during his/her assigned hours of service.

##### 7.7.4.3 Parental

Birth of a child to a bargaining unit member.

##### 7.7.4.4 Adoption

Adoption of a child by the bargaining unit member.

##### 7.7.4.5 Religious Holidays

Holidays of the bargaining unit member's religion.

7.7.4.6 Imminent Danger to Home(s)

Imminent danger to the home of the bargaining unit member occasioned by a disaster such as flood, fire, or earthquake.

7.7.4.7 Court Appearance as a Litigant

- A) Each day in court shall be certified by the clerk or other authorized officer of the court.
- B) Any fees paid to the bargaining unit member shall be endorsed to the District.
- C) The bargaining unit member must return to his/her work location whenever he/she is not required to be in court for the entire day.

For information on Legal/Jury Leave, see 7.13

7.7.4.8 Meeting as Elected Public Officials

Such meetings as elected public officials as school board members, city councilmen, water board members, etc., which are not full-time positions, shall qualify under the designation of personal necessity for leave purposes.

7.7.4.9 Meeting of Appointed Officials

Such meetings of appointed officials of public service agencies, government agencies, and quasi-governmental agencies which are not full-time positions shall qualify under the designation of personal necessity for leave purposes provided the Superintendent determines that a benefit will accrue to the District by granting such leave.

7.7.4.10 Temporary Situations of a Highly Personal Nature

Temporary situations of such highly personal nature, that no other individual could replace the bargaining unit member and the reasons for which the bargaining unit member would not be reasonably expected to divulge to any representative of the District.

7.7.4.11 To attend school activities of their own child(ren).

7.7.5 Other Conditions

7.7.5.1 If the request for Personal Necessity Leave under subsections 7.7.4.1 through 7.7.4.11 is denied, the bargaining unit member may appeal the decision to the Superintendent/ designee.

7.7.5.2 Teachers should request substitutes in the usual manner.

7.7.5.3 Bargaining unit members, upon returning from Personal Necessity Leave, shall complete the District absence form. The bargaining unit member's signature on the form shall confirm that Personal Necessity Leave has not been used for any of the following reasons:

- A) Extensions of weekends, holidays, or vacations.
- B) Recreational purposes.
- C) Participation in any declared or undeclared work stoppage.
- D) Purposes other than those stated on the Leave Request Form.

7.8 Pregnancy Disability Leave

7.8.1 Pregnancy disability leave of absence shall be granted to a bargaining unit member in the same manner as Sick Leave (Sections 7.4 and 7.5).

7.8.2 Pregnancy disability leave shall be used when a bargaining unit member is unable to continue to perform assigned duties because of temporary disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from.

7.8.3 Such leave shall not be used for preparation for childbearing, childcare, or child rearing, but shall be limited to those temporary disabilities as set forth 7.8.2.

7.8.4 Accrued sick leave shall be used by the bargaining unit member for the period of disability leave time specified by the attending physician.

7.8.5 The beginning and ending date(s) shall be determined by the bargaining unit member and by the unit member's attending physician.

7.8.6 A physician's medical note verifying the need for pregnancy disability leave and the expected beginning and ending dates and a "Leave of Absence Request Form" shall be submitted to Personnel Services as early as possible prior to the beginning date of the leave.

Any revisions to beginning and ending dates shall be submitted to Personnel Services on a physician's medical note.

7.8.7 Upon completion of the pregnancy disability leave, a medical release to return to work should be submitted to Personnel Services.

7.8.8 In the event the bargaining unit member wishes to have a leave in excess of the period of physical disability, such leave may be granted and shall be granted in

accordance with the law. Bargaining unit members may apply for other leaves provided in this Article.

7.9 Preparation for Child-Bearing Leave

- 7.9.1 Preparation for child-bearing leave without pay may be granted to bargaining unit members upon written request.
- 7.9.2 Request for preparation for child-bearing leave shall be submitted by the bargaining unit member to Personnel Services, prior to the requested beginning date of the leave.
- 7.9.3 Such leave shall be for not more than the balance of the current school year.

7.10 Child Care Leave

- 7.10.1 Child Care Leave without pay may be granted to bargaining unit members upon their written request. No bargaining unit member shall be discriminated against applying this section on the basis of sex or marital status.
- 7.10.2 A request for Child Care leave shall be submitted to Personnel Services prior to the beginning date of the leave.
- 7.10.3 Child Care Leave without pay may be granted to a bargaining unit member adopting a child. A written request shall be submitted to Personnel Services as early as possible prior to receiving custody of the child.
- 7.10.4 Such leave will be not for more than the balance of the current school year.

7.11 Bereavement Leave

- 7.11.1 A bargaining unit member shall be allowed a leave of absence not to exceed three (3) days or five (5) days if travel in excess of 200 miles one way is required when absence is occasioned by reason of death in the immediate family of the bargaining unit member. No deduction shall be made from the salary of the bargaining unit member nor shall such leave be deducted from leave granted for other purposes.
- 7.11.2 The following individuals related to the bargaining unit member or the spouse/registered domestic partner of the bargaining unit member shall be deemed members of the immediate family.

<ul style="list-style-type: none"> <li>• spouse/registered domestic partner</li> <li>• child (including miscarriage)</li> <li>• step-child</li> <li>• parent</li> <li>• step-parent</li> <li>• grandparent</li> <li>• grandchild</li> <li>• sibling</li> </ul>	<ul style="list-style-type: none"> <li>• daughter-in-law</li> <li>• son-in-law</li> <li>• brother-in-law</li> <li>• sister-in-law</li> <li>• aunt</li> <li>• uncle</li> <li>• niece</li> <li>• nephew</li> </ul>	<ul style="list-style-type: none"> <li>• any person living in the immediate household of the bargaining unit member</li> </ul>
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7.11.3 In the event that a bargaining unit member has exhausted available annual personal leave, they may apply for the use of their accumulated sick leave, not to exceed a total of three (3) days, or five (5) days if travel in excess of two hundred (200) miles one way is required, for the loss of a person of significance not listed in 7.11.2. Application for the use of this leave shall be submitted to Personnel Services.

## 7.12 Industrial Accident and Illness Leave

7.12.1 Industrial Accident and Illness Leave shall be granted in accordance with provisions of this procedure for injury or illness incurred within the course and scope of the unit member's assigned duties.

7.12.2 In order to qualify for Industrial Accident or Illness Leave coverage, a unit member claiming such leave shall be subject to examination by a District-approved physician to verify the bargaining unit member's condition and to evaluate any claims.

7.12.3 A bargaining unit member shall be permitted to return to service after an Industrial Accident or Illness Leave only upon presentation of a release from the District-approved physician and from the treating physician certifying such return is without restrictions and without detriment to his/her physical and emotional well-being.

7.12.4 A bargaining unit member who has sustained a job-related injury or illness shall report the injury to the immediate supervisor on the District Accident Report Form no later than the next scheduled workday following the accident or as soon as reasonably possible.

7.12.5 Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District for the same illness or accident. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year. Allowable leave shall not be accumulated from year to year.

- 7.12.6 Industrial Accident or Illness Leave shall commence on the first day of absence, and shall be charged one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 7.12.7 During any industrial paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.
- 7.12.8 Upon conclusion of the industrial paid leave, the bargaining unit member may utilize any available sick leave benefits. However, any sick leave utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

#### 7.13 Legal/Jury Leave

- 7.13.1 Leave with pay shall be granted for appearance in court as a non-litigant in response to a subpoena duly served. Any salary received from court shall be paid to the District. A copy of the subpoena shall be filed with the Personnel Services Office and, if a case continues more than one day, a certificate from the court clerk shall be filed verifying that the presence of the person was required for the additional days.
- 7.13.2 For jury duty, a bargaining unit member shall be granted leave with pay. Any fee, except travel allowance, paid to the bargaining unit member for jury duty shall be remitted to the District.
- 7.13.3 Bargaining unit members summoned for jury duty for any workday who elect to postpone jury duty to any non-workday shall be compensated at the long-term substitute rate for each non-workday of jury service, not to exceed fifteen (15) days per jury summons. District compensation for cases lasting more than fifteen (15) days shall be subject to approval by the Chief Personnel Officer.

To receive such compensation, the bargaining unit member shall submit a copy of the original summons, the notification of postponement of service, and the dated proof of jury service. Any fee, except travel allowance, paid to the employee for jury duty shall be remitted to the District.

#### 7.14 Legislative Leave

- 7.14.1 A bargaining unit member who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of the bargaining unit member's term or terms in office.

- 7.14.2 During the term of such leave of absence, the bargaining unit member may be employed by the District to perform such less than full-time service requiring certification qualifications, for such compensation and such terms and conditions, as may be mutually agreed upon.
- 7.14.3 Such absence shall not affect in any way the classification of such bargaining unit member.
- 7.14.4 Within six (6) months after the term of office of such bargaining unit member expires, the bargaining unit member shall be entitled to return to a similar position, exclusive of any extra duty assignments, held by him/her at the time of his/her election.

The unit member shall be placed on the salary schedule at the step and column on which the unit member would have been entitled had he/she not absented himself/herself from the services of this District.

## 7.15 Sabbatical Leave

- 7.15.1 A Sabbatical Leave may be granted to a bargaining unit member. Such leave is for specified study or travel which will benefit the schools and students of the District, as determined by the Board of Education.
- 7.15.2 The following conditions shall apply:
  - 7.15.2.1 Sabbatical Leave shall be limited to two (2) consecutive semesters, both to occur during the same school year.
  - 7.15.2.2 The bargaining unit member shall have rendered service for at least seven (7) consecutive years, and not more than one such leave of absence shall be granted in each seven (7) year period.
  - 7.15.2.3 Compensation shall be fifty (50%) percent of the regular salary of the bargaining unit member.
  - 7.15.2.4 During the leave, compensation shall be paid monthly after the bargaining unit member files a suitable bond with Board of Education to indemnify the Board in case the bargaining unit member does not return to his/her position. The bargaining unit member shall be obligated to serve one (1) full school year in the District after returning from Sabbatical Leave. The bond shall be held for the one (1) year period following return from Sabbatical Leave. Such bond shall be exonerated in the event the bargaining unit member's failure to render the one (1) year of service is caused by death or mental or physical disability of the bargaining unit member.

7.15.2.5 The bargaining unit member shall submit a written proposal to the Superintendent/ designee, which is specific in outlining the proposed program and the manner in which it meets the Sabbatical Leave criteria. The proposal must be submitted at least two (2) months prior to the date of required final approval.

7.15.2.6 At the expiration of a Sabbatical Leave, the bargaining unit member who has been granted such leave shall be reinstated (unless he/she agrees otherwise) in the same or similar position held at the time the leave was granted, provided that conditions have not subsequently arisen which would have necessitated a change of the bargaining unit member's position and/or location had no Sabbatical Leave been taken.

7.15.2.7 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 District shall not adversely affect the compensation to be paid the bargaining unit member under terms of the Sabbatical Leave, provided, however, that the District has been promptly and properly notified of such a contingency by registered letter, mailed within ten (10) calendar days of such accident or illness.

7.15.2.8 A bargaining unit member 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.

7.15.2.9 "Additional compensation" is compensation for services or employment during the period of Sabbatical Leave other than compensation granted by the Tustin Unified School District. Additional compensation which exceeds an amount equal to the leave salary shall be deducted from the leave salary, so that the bargaining unit member's total sabbatical income from the District and other sources shall not exceed his/her regular income from the District.

7.15.2.10 Additional assistance, scholarships, grants, and fellowships from District - recognized sources for study shall not constitute additional compensation in the meaning of the above paragraph. It shall be the policy of the Tustin Unified School District to encourage the bargaining unit members to seek such assistance.

7.15.2.11 Contributions toward the elected retirement system of the bargaining unit member shall be made on the prorated Sabbatical Leave compensation.

## 7.16 Military Leave

7.16.1 Military leave shall be granted in accordance with applicable state and federal law to bargaining unit members performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty, consistent with the Uniform Services Employment and Reemployment Rights Act (38 United States Code 4301) and California Education Code section 48800.

## 7.17 California Family Rights Act (CFRA) and Family and Medical Leave Act (FMLA)

Qualifying bargaining unit members are eligible for various leaves under CFRA and FMLA.

Qualifying bargaining unit members are eligible for paid leave under CFRA, pursuant to California Education Code 44977.5

## 7.18 Catastrophic Leave Program (Program)

### 7.18.1 Definitions

7.18.1.1 A "catastrophic illness or injury" shall be defined as an illness or injury that is expected to incapacitate the bargaining unit member for an extended period of time, and taking extended time off work creates a financial hardship for the bargaining unit member because he or she has exhausted all accumulated sick leave.

7.18.1.2 The following shall not be eligible for use of the Program:

- Conditions or illness resulting from the commission of a crime
- Elective cosmetic surgery
- Diagnosis of "stress"
- Illnesses/injury covered under the Workers Compensation Program

7.18.1.3 A "day of catastrophic leave" shall be defined as the amount of dollars necessary to augment the bargaining unit member's differential pay in order that the bargaining unit member shall receive one hundred percent (100%) of his/her per diem base salary while using the Program.

No bargaining unit member shall receive more than 100% of base salary, including contributions from other sources, while using the Program. See 7.18.5.2.

7.18.2 Catastrophic Leave Program Committee (Committee)

- 7.18.2.1 A Catastrophic Leave Committee shall be comprised of two (2) TEA members appointed by the TEA president and two (2) District representatives and shall administrate the Program.
- 7.18.2.2 Decisions of the Committee shall be final and are not subject to the grievance procedure contained in Article 12 of this Agreement.

7.18.3 Participation in the Program

- 7.18.3.1 Participation shall be voluntary but shall require a contribution of one (1) irrevocable day of accumulated sick leave to the Program; only contributors shall be permitted to withdraw from the Program.
- 7.18.3.2 All bargaining unit members shall be eligible to contribute to the Program during the first thirty (30) calendar days of the student instructional year, provided that the bargaining unit member shall have a minimum of five (5) days of sick leave remaining after contributing a sick leave day to the Program.

Bargaining unit members hired after the first day of the student instructional year shall be eligible to contribute to the Program during the first thirty (30) calendar days of employment, provided that the bargaining unit member shall have a minimum of five (5) days of sick leave remaining after contributing a sick leave day to the Program.
- 7.18.3.3 TEA shall make Contribution forms for the Program available to all bargaining unit members.
- 7.18.3.4 Contribution forms shall be received by Personnel Services no later than the thirtieth (30<sup>th</sup>) calendar day of the student instructional year or no later than the thirtieth (30<sup>th</sup>) calendar day of the bargaining unit member's employment, if hired after the first student instructional day of the work year.

7.18.3.5 Days shall be contributed to and withdrawn from the Program without regard to the daily rate of pay of the Program participant.

7.18.4 Contributions

7.18.4.1 The initial contribution by each participating bargaining unit member shall be one (1) irrevocable day of sick leave as delineated in Section 7.18.3 of this article.

7.18.4.2 Days contributed to the Program shall be a general contribution, not made for a specific member of the Program.

7.18.4.3 Days in the Program shall accumulate from year to year.

7.18.4.4 Each day donated to the Program shall equate to one (1) day of catastrophic leave.

7.18.4.5 Days shall be contributed to and withdrawn from the Program without regard to the daily rate of pay of the Program participant.

7.18.4.6 Upon initial contribution to the Program, no further assessment shall be required from participants unless the number of days in the Program drops below sixty (60).

7.18.4.6.1 In the event that the number of days in the Program drops below sixty (60), the Committee shall send out notification to all bargaining unit members that they must contribute an additional irrevocable day to remain a participant in the Program.

7.18.4.6.2 This time shall also be an opportunity for initial contributions to be made by interested bargaining unit members.

7.18.5 Utilization of the Program

7.18.5.1 Program participants shall use all their sick leave, before being eligible to withdraw from the Program.

7.18.5.2 Bargaining unit members who have disability and/or income protection insurance shall apply for that benefit(s) before applying to use the Program.

Bargaining unit members shall not be eligible to use the Program unless the total benefit(s) plus differential pay results in less than 100% of the bargaining unit member's per diem base salary.

Utilization of the Program, when combined with differential pay and disability or income protection benefits, shall not result in income greater than the bargaining unit member's per diem base salary.

- 7.18.5.3 If a participant is incapacitated to the point of being incapable of completing an application, applications may be submitted to the Committee by the participant's agent or member of the bargaining unit member's family.
- 7.18.5.4 Withdrawals from the Program shall be granted in units of no more than thirty (30) bargaining unit member work days. Bargaining unit members may submit a request for one extension of up to thirty (30) additional days. Withdraw from the Program shall be limited to a maximum of sixty (60) days within a school year per eligible bargaining unit member.
- 7.18.5.5 If more than one (1) applicant requests use of the Program at the same time and the number of days in the Program is not adequate to fulfill the total number of days requested, the number of days shall be divided equally among the applicants until such time as there are enough days to fulfill the requests.
- 7.18.5.6 The use of the Program shall run concurrently with the Extended Illness leave identified in Section 7.5 of Article 7 of the Agreement between the Association and the District.
- 7.18.5.7 Bargaining unit members applying to utilize days of the Program shall be required to submit verification of catastrophic illness in the form of a written medical statement from the attending physician indicating the nature of the illness/injury and the probable length of absence from work.
- 7.18.5.8 The Committee may require a medical review by a physician of the Committee's choice. The Committee shall choose only a physician who participates in the bargaining unit member's medical plan. The district shall reimburse any co-pay and mileage incurred by the bargaining unit member for the review.  
Refusal to submit to the medical review will terminate the bargaining unit member's continued withdrawal from the Program.
- 7.18.5.9 The bargaining unit member shall waive any and all claims against the Board of Education, District, and its officers and employees, arising from the administration of the Program.

- 7.18.5.10 Members of the Committee shall not divulge personal information about any participant including but not limited to the nature of the illness.
- 7.18.5.11 Any fraudulent use of days granted in the Program shall result in the return of the amount of dollars equivalent to the cost of those days by the bargaining unit member, through the garnishment of the bargaining unit member's wages and will terminate the bargaining unit member's continued or future withdrawal from the Program.

#### 7.18.6 Termination of the Program

In the event that the parties negotiate the termination of the Program, the days remaining in the Program shall be returned to the then current members of the Program in the amount calculated by dividing the number of remaining days by the number of then current members of the Program.

#### 7.19 Verification of Leave

In the event that the Superintendent/designee reasonably suspects that the use of leave under any section of this article is being abused, a written verification by an attending physician or other authority may be required. The Superintendent/designee may choose to obtain verification by a District- appointed physician, at District expense.

## **Article 8 - Transfer and Reassignment of Personnel**

### **8.1 Definitions**

- 8.1.1 Transfer: a change of District work site.
- 8.1.2 Voluntary Transfer: Transfer of a bargaining unit member initiated by the bargaining unit member.
- 8.1.3 District Initiated Involuntary Transfer: Transfer of a bargaining unit member initiated by the immediate supervisor or the Superintendent/designee.
- 8.1.4 Involuntary Transfer Due to Overstaffing: Transfer of a bargaining unit member initiated by the site administrator due to lack of a sufficient number of volunteers from an overstaffed school or department.
  - 8.1.4.1 Overstaffing: Overstaffing exists when the number of bargaining unit members assigned to a particular District work site exceeds the District determined bargaining unit member allotment (a) at the school, or (b) within a department/subject area.
- 8.1.5 Reassignment: Change of a bargaining unit member from one grade level, subject, and/or assignment to another grade level, subject, or assignment requiring a new preparation at the same site.
- 8.1.6 Relocation: Change of a bargaining unit member from one location to another location at the same worksite.
- 8.1.7 Seniority: The length of time in the District beginning on the bargaining unit member's first day of paid service.
  - 8.1.7.1 The District shall maintain a current seniority list and a copy thereof shall be sent to the Association, listing the first day the bargaining unit member rendered paid service to the District.

### **8.2 Criteria for Voluntary Transfer and Reassignment**

- 8.2.1 The voluntary transfer or voluntary or involuntary reassignment of a bargaining unit member shall be based on the following criteria. The criteria are listed in priority order and each factor shall be weighed in the determination of transfer or reassignment.
  - 8.2.1.1 The bargaining unit member's credential and authorization.
  - 8.2.1.2 The bargaining unit member has been evaluated as "meets expectations" on his/her most recent Teacher Evaluation Form.

- 8.2.1.3 The bargaining unit member's most recent teaching and/or co-curricular assignment.
- 8.2.1.4 Seniority in the District.
- 8.2.1.5 The bargaining unit member's past and/or current participation in District and/or University sponsored professional development activities, directly related to bargaining unit member's current or future assignment.
- 8.2.1.6 If application of above factors does not yield a resolution, then length of service at the site/program shall be the determining factor.
- 8.2.1.7 If length of service at the site yields no resolution, then length of teaching experience, including service outside of the District, shall be the determining factor.

### 8.3 Posting of Vacancies

- 8.3.1 The District shall post a notice of vacancy at all District worksites, including the District Office, on the District website and shall be sent to the Association office.
- 8.3.2 The postings shall be for no less than five (5) workdays.
  - 8.3.2.1 During the summer, the posting shall be for no less than five (5) days at all worksites which are open for business.
  - 8.3.2.2 During the summer recess, the District shall mail a copy of requested postings to any bargaining unit member who supplies the District with stamped self-addressed envelopes.
- 8.3.3 The posting of vacancies shall include:
  - work location
  - credential required
  - grade level and/or subject matter as appropriate
  - any required and/or preferred special qualifications
  - duties or responsibilities
  - any contract waiver specific to the site, if any
  - timeline for application
  - compensation
- 8.3.4 Anticipated vacancies for the beginning of the school year shall be posted on or before April 15.

## 8.4 General Transfer Procedures

- 8.4.1 A bargaining unit member shall request a transfer by submitting a Transfer Request Card to Personnel Services.
  - 8.4.1.1 The immediate supervisor to whom the bargaining unit member reports shall sign the Transfer Request Card. Such signature is an acknowledgment only that the immediate supervisor has been informed of the bargaining unit member's desire for transfer and does not imply approval or disapproval.
- 8.4.2 Transfer Request Cards may be submitted at any time for a specific vacancy or as a general transfer request.
  - 8.4.2.1 The Transfer Request Card shall remain valid from the date of submission through the following November 1, unless the unit bargaining member advises Personnel Services in writing that he/she wishes to rescind the request.
  - 8.4.2.2 Transfer Request Cards submitted for a general transfer shall indicate up to three sites to which the bargaining unit member is interested in transferring.
  - 8.4.2.3 Bargaining Unit members shall notify Personnel Services of their wish to be considered for any posted vacancy not indicated on the Transfer Request Card within the timeline indicated in the posting.
  - 8.4.2.4 A bargaining unit member who submits a Transfer Request Card for the new school year shall be interviewed by a panel of administrator(s) and bargaining unit members(s) selected by the administrator of the site/program where the vacancy exists and for which the bargaining unit member has indicated a desire to transfer. The interviews will be conducted on or before June 30.
  - 8.4.2.5 For vacancies that remain open after June 30, or for new vacancies that occur prior to November 1, all active Transfer Request Cards shall remain in effect and new transfer requests may be considered.
- 8.4.3 Bargaining unit members applying for transfer shall be given first consideration. Such consideration shall include paper screening for appropriate credentials.
  - 8.4.3.1 It is the responsibility of the bargaining unit member to have current information on file with Personnel Services.
- 8.4.4 Bargaining unit members who have the appropriate credential for the vacancy shall be given an interview.

- 8.4.5 Bargaining unit members under consideration for a vacancy may be observed by the principal/designee from the work site where the vacancy exists.
  - 8.4.5.1 If an observation is to be conducted, the bargaining unit member shall be notified prior to the day of the observation.
- 8.4.6 Notification of transfer approval shall be given as soon as practical.
- 8.4.7 Applicants not selected for a vacancy shall be notified by phone or in writing within three (3) working days after the vacancy is filled.
- 8.4.8 If a request for transfer is denied, the bargaining unit member may request a conference or written statement to discuss the reason(s) for the denial within ten (10) days of notification of denial.
  - 8.4.8.1 The bargaining unit member will receive a conference or written statement to discuss the reason(s) for the denial within fifteen (15) days.
- 8.4.9 The filing of a voluntary transfer request is without prejudice to the bargaining unit member and shall not jeopardize the present assignment.
- 8.4.10 A voluntary transfer request may be withdrawn by the bargaining unit member at any time in writing prior to the interview.

#### 8.5 District Initiated Involuntary Transfer

- 8.5.1 Any bargaining unit member recommended for involuntary transfer shall first have a conference with the administrator recommending the involuntary transfer, and shall be given the reasons for the transfer. Such reasons shall be in writing if requested by the bargaining unit member.
- 8.5.2 An involuntary transfer shall not be arbitrary or capricious. Involuntary transfers for disciplinary reasons shall be based on "Just Cause."
- 8.5.3 The bargaining unit member to be transferred shall be considered for a suitable position(s) from the current list of vacancies. Whenever feasible, an interview shall be granted prior to placement of an involuntary transferee.
- 8.5.4 A bargaining unit member shall not be involuntarily transferred more than once in a three-year period except in unusual circumstances.

## 8.6 Transfer Due to Overstaffing

- 8.6.1 An overstaffing situation exists when the number of bargaining unit members at a particular work site or in a district-based program exceeds the district and/or department-determined unit allocation.
- 8.6.2 Prior to an Involuntary Transfer Due to Overstaffing, the site administrator shall ask for volunteers.
  - 8.6.2.1 Volunteers shall submit a Transfer Request Card to Personnel Services indicating the work sites, assignments, and posted vacancies in which they are interested.
  - 8.6.2.2 Bargaining unit members from overstaffed school(s) shall be granted first opportunity to be interviewed for vacancies.
  - 8.6.2.3 Bargaining unit members from schools who voluntarily submit Transfer Request Cards, and are not selected for a position shall remain assigned to their original sites.
- 8.6.3 If a school remains overstaffed after all voluntary requests have been processed, the site administrator will again ask for volunteers from specific departments/subject areas prior to designating bargaining unit members for an Involuntary Transfer Due to Overstaffing.
- 8.6.4 When involuntary transfers become necessary due to lack of a sufficient number of volunteers, the transfer shall be based on the criteria, which are listed in 8.2.1.

The following provision shall apply only to general education elementary classroom teachers and shall be applicable only prior to the beginning of the work year:

If after the application of 8.2.1, the general education classroom teacher(s) with higher District seniority is identified as the teacher to be displaced from the site, they shall have the option to remain at the site if they are willing and credentialed to accept the tentative assignment(s) of the teacher(s) with the least District seniority. Then the general education classroom teacher(s) with the least District seniority shall be the Involuntary Transfer(s).
- 8.6.5 The site administrator may exempt key bargaining unit members from transfer due to overstaffing. To apply an exemption:
  - 8.6.5.1 The site administrator shall provide a written explanation posted at the site, and provide to the Association President that such exempted bargaining unit member(s) hold key curricular or extra-curricular assignment(s) within the school/department.

8.6.5.2 The maximum number of bargaining unit members who may be exempted shall be three (3) in each comprehensive high school, two (2) in each middle school, and one (1) in each elementary school.

8.6.6 The site administrator shall conduct a conference with each bargaining unit member that is transferred.

8.6.7 Bargaining unit members transferred due to overstaffing shall be placed prior to any voluntary transfer in 8.7.

8.7 Priority Order for Processing Transfers and/or Placements

8.7.1 The following order shall be maintained for placement:

- 8.7.1.1 Voluntary Transfer Requests from overstaffed schools.
- 8.7.1.2 Involuntary Transfers Due to Overstaffing
- 8.7.1.3 Permanent and Probationary employees with rehire rights.
- 8.7.1.4 Voluntary Transfer Requests.
- 8.7.1.5 Bargaining unit members returning from leave of absence requesting a transfer to a new site.
- 8.7.1.6 Current part-time bargaining unit members requesting a return to full-time assignment.

8.7.2 The District shall provide transportation of materials and custodial services to any bargaining unit member who is relocated, transferred or reassigned.

8.7.3 In the event a relocation, transfer or reassignment occurs after the beginning of the school year, the bargaining unit member shall be given two (2) student-free days for planning and preparation.

8.8 Reassignment

8.8.1 The determination of a teaching assignment within a school is the responsibility of the principal/designee. Such determination shall be based on the criteria of Section 8.2.

8.8.2 Reassignments shall be made in accordance with the same criteria as for transfer as stated in Section 8.2.

8.8.3 Prior to making an involuntary reassignment, the principal/designee shall first notify the bargaining unit member affected to discuss the reassignment.

8.8.3.1 Written reasons for the reassignment shall be given upon request.

8.8.4 Involuntary reassignments shall not be made for arbitrary or capricious reasons.

8.9 Mutual Exchange of Positions

8.9.1 A bargaining unit member may initiate an exchange of assignment for one school year, providing there is agreement with the involved principals/designees, Superintendent/designee, and the bargaining unit members requesting the change.

8.9.2 At the conclusion of the school year, if all parties agree, the exchange of assignment shall become the current assignment of the bargaining unit members involved.

8.10 Return to Position

8.10.1 Any bargaining unit member who accepts a position as Teacher on Special Assignment (TOSA) shall have the option to return to his or her former assignment after serving in the position for one year or less.

8.10.2 A bargaining unit member who is assigned as Teacher on Special Assignment for more than one year shall be subject to the provisions of this Article and shall have the same placement rights as a unit member returning from leave of absence (Section 8.7).

8.11 Combination Classes

8.11.1 If there are no volunteers to teach a combination class, no bargaining unit member shall be assigned to teach a combination class a second time until all other bargaining unit members assigned to the affected grade levels have also been assigned to and taught a combination class.

8.11.2 The assignment of a combination class shall be determined by the principal/designee, and Section 8.8 shall not be applied.

8.11.3 This provision excludes first and second year bargaining unit members new to the profession from the assignment rotation.

8.11.4 If a combination class is formed after the beginning of a school year, provisions under Section 8.8 shall be applied.

## **Article 9 - Working Conditions**

### **9.1 Safety Conditions of Employment**

- 9.1.1 Physical standards of schools and other District facilities shall be maintained by the District in a manner so as to provide safe working conditions for members of the bargaining unit.
- 9.1.2 Bargaining unit members shall not be required to perform tasks which unduly endanger their health or physical safety.
- 9.1.3 A bargaining unit member who becomes aware of any condition which he or she considers to be a hazard to health or safety shall make a written report of the condition to the site administrator, who shall take appropriate action within five (5) working days of receipt of the report.
  - 9.1.3.1 The site administrator shall inform the reporting bargaining unit member, in writing, of his/her evaluation of the reported matter and actions to be taken, and shall submit a copy of the report and the reply to the Chief Financial Officer within five (5) working days of receipt of the report.

### **9.2 Personal Property**

- 9.2.1 The District shall reimburse bargaining unit members for loss or damage to personal property in the course and scope of their employment.
  - 9.2.1.1 For the intent of this section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches, or articles of clothing.
  - 9.2.1.2 Bargaining unit members shall be reimbursed for the loss or damage to other property only if it is equipment used for reasonable purposes, and registered and approved by the immediate supervisor. Such registration shall be on the appropriate District form, which shall consist of the following information:
    - description of the equipment
    - serial or model number
    - manufacturer name and brand
    - reasonable replacement value
    - length of time such equipment will be permitted at the work site
- 9.2.2 A bargaining unit member making a claim pursuant to this section shall file the appropriate District form no later than one (1) week following the damage or loss of the property.

9.2.2.1 The District shall retain the right to make a complete investigation.

9.2.3 In case of theft, a police report of the incident shall be made by the bargaining unit member.

9.2.4 The District's obligation to reimburse for loss or damages shall be mitigated to the extent of any other recovery for such loss or damage by the bargaining unit member.

9.3 Automobile Damage

9.3.1 The District may reimburse a bargaining unit member up to three hundred dollars (\$300) for uninsured costs related to loss, damage, or destruction of bargaining unit member's motor vehicle parked on or adjacent to District property during duty hours and/or while attending District/site sponsored activities, subject to the following:

9.3.1.1 Appropriate reports to law enforcement agencies must be filed by the bargaining unit member.

9.3.1.2 The bargaining unit member must provide the District with appropriate reports and information that may be required to process claims pursuant to this section.

9.3.1.3 Notwithstanding the other provisions of this Section, the District decision to grant the reimbursement described herein shall not be subject to the grievance provisions of this Agreement.

9.3.1.4 In no event shall District expenditure for said reimbursements exceed \$5,000 in any fiscal year.

9.4 Assault and/or Battery on a Bargaining Unit Member

9.4.1 In the event that a bargaining unit member is allegedly assaulted and/or battered, as hereinafter defined, the following procedure shall be followed:

9.4.1.1 The bargaining unit member shall report the incident to his/her immediate supervisor and to the appropriate police officials within twenty-four (24) hours after the incident.

9.4.1.1.1 A full written report shall be submitted at the earliest possible time to the immediate supervisor.

9.4.1.2 The immediate supervisor shall conduct an investigation of the matter and submit a written report to the Chief Personnel Officer/Designee within three (3) work days after the receipt of the bargaining unit member's written report.

- 9.4.1.2.1 The bargaining unit member shall receive a copy of this report.
- 9.4.1.3 The Chief Personnel Officer/Designee shall conduct a hearing on the matter if necessary, or if requested by the unit member.
  - 9.4.1.3.1 A minimum of forty-eight (48) hours notice shall be given to the bargaining unit member prior to the hearing.
- 9.4.1.4 At the hearing, the bargaining unit member shall be given an opportunity to:
  - be represented by counsel
  - present evidence
  - cross-examine witnesses
- 9.4.1.4.1 The bargaining unit member may submit a written statement directly to the Board of Education.
- 9.4.1.5 A Hearing Committee shall include the Chief Personnel Officer/Designee a second representative from the District and a member of the Association.
  - 9.4.1.5.1 The Committee shall recommend a disposition of the case to the Superintendent.
  - 9.4.1.5.2 The Superintendent shall respond in writing to the bargaining unit member concerning the position of the District.

#### 9.4.7 Definitions:

- 9.4.7.1 "Assault" as defined in Section 240, California Penal Code. An assault is an unlawful attempt, coupled with present ability, to commit a violent injury on the person of another.
- 9.4.7.2 "Battery" as defined in Section 242, California Penal Code. A battery is any willful and unlawful use of force or violence upon the person of another.

### 9.5 Student Control

- 9.5.1 At the beginning of each school year, the District shall make available to all bargaining unit members a written copy of the Education Code sections dealing with their rights and duties regarding student control.
- 9.5.2 In the administration of discipline on the campuses, the District agrees to give all reasonable support and assistance to the bargaining unit members.

9.5.3 Within the scope of employment, a bargaining unit member may use the amount of physical control over pupils which is reasonably necessary to maintain order, to protect oneself, to protect property, to protect the health and safety of pupils, and to maintain reasonable, proper and appropriate conditions which are conducive to learning.

## Article 10 - Class Size

### 10.1 TK – 3 Grade Span

The TK – 3 grade span, consisting of transitional kindergarten, kindergarten, first grade, second grade, and third grade shall not exceed an average of 32 students at each elementary school site in the District.

### 10.2 Grades TK – 5 Class Size

The following individual maximum class size ranges, based upon the enrollment roster shall be:

- TK and K 28 – 30:1
- Grade 1 ..... 24 – 26:1
- Grade 2 ..... 24 – 26:1
- Grade 3 ..... 29 – 32:1
- Grade 4 ..... 32 – 35:1
- Grade 5 ..... 32 – 35:1

These maximums shall be prorated by percentage of contract, excluding shared contracts.

If agreement is reached to increase class size in grades 1 or 2 refer to Article 5, Section 5.8.1

#### 10.2.1 In the event enrollments occur which exceed the indicated limits for Grades TK – 5, the site administrator and the affected bargaining unit member shall proceed to review class enrollment and develop a plan to redistribute students within seven (7) student instructional days.

If students are not redistributed, and students over the maximum remain on the teacher's roster for ten (10) student instructional days or more, the teacher shall elect to be compensated in the form of:

- \$250 per student over the maximum per semester paid at the end of each semester *or*
- additional classroom support *or*
- additional classroom materials *or*
- a combination of the above *or*
- other manner of compensation agreed upon by the teacher and the principal and approved by Personnel Services

#### 10.2.2 The Grades TK – 5 maximum class size ranges shall exclude classes in art, instrumental and vocal music, physical education, and flexible groupings of students for academic instruction.

10.3 Maximum Student Contact Grades 6 – 8

10.3.1 The daily maximum student contact ranges shall be:

228 – 236:1

10.3.2 These maximums shall be prorated by percentage of contract.

10.4 Maximum Student Contact Grades 9 – 12

10.4.1 The daily maximum student contact ranges shall be:

190 – 195:1

10.4.2 These maximums shall be prorated by percentage of contract.

10.5 In the event enrollments occur which exceed the indicated limits for Grades 6 – 12, the site administrator and the affected bargaining unit member shall proceed to review class enrollment and develop a plan to redistribute students within seven (7) student instructional days.

If students are not redistributed, and students over the maximum remain on the teacher's roster for ten (10) student instructional days or more, the teacher shall elect to be compensated in the form of:

- \$50 per student over the maximum per semester paid at the end of each semester *or*
- additional classroom support *or*
- additional classroom materials *or*
- a combination of the above *or*
- other manner of compensation agreed upon by the teacher and the principal and approved by Personnel Services

10.6 Voluntary Maximum Student Contact Waiver

10.6.1 In the event a teacher wishes to waive the Maximum Student Contact provisions of this article for the purpose of augmenting enrollment in a specific program in Grades 6 – 12, the teacher shall fill out the TUSD/TEA Waiver of Maximum Student Contact application and submit it to the District and the Association. Such waivers shall be for one (1) school year and may be renewed annually.

10.7 Maximum Student Contact ranges in Grades 6 – 12 shall exclude classes in Physical Education, Athletics, Performing Arts, ROP classes, Tutorial Sessions, Leadership, PAL, ASB, and Work Experience.

10.8 Maximum Student Contact provisions for Grades 6 – 12 shall exclude counselors, librarians, nurses, Specialized Academic Instruction (SAI) teachers, psychologists, speech therapists, and teachers on special assignment (TOSAs).

## **Article 11 - Evaluation Procedures**

### **11.1 Evaluation Plan**

The overall purpose of evaluation is to improve instruction. The evaluation shall be a summative document of observations during the current school year.

11.1.1 No later than twenty (20) work days following the commencement of duties, the immediate supervisor shall review the following materials with each bargaining unit member: The materials shall be made available for review on request throughout the year:

11.1.1.1 Annual goals and objectives as adopted by the Board of Education

11.1.1.2 Appropriate curriculum guides

11.1.1.3 Non-instructional duties normally required to be performed by certificated personnel

11.1.1.4 California Standards for the Teaching Profession

11.1.1.5 Tools and criteria to be used in observing and evaluating the bargaining unit member

11.1.2 No later than forty (40) workdays following the commencement of duties, the immediate supervisor shall meet with each bargaining unit member to develop objectives for the school year.

The California Standards for the Teaching Profession shall serve as the basis for the objectives. These objectives shall be the basis for the evaluation.

11.1.3 Mutual agreement on the objectives shall be required.

11.1.4 Every permanent bargaining unit member shall be formally evaluated at least once every two (2) years except as provided for in 11.1.5.

11.1.5 If a bargaining unit member with permanent status has been employed by the District for at least ten years, is "highly qualified" as defined by 20 U.S.C. section 7801, and has received a most-recent evaluation that meets or exceeds expectations, the bargaining unit member and evaluator may agree to an evaluation at least once every five (5) years. In these circumstances, either the bargaining unit member or the evaluator may withdraw consent to this five-year evaluation cycle at any time.

11.1.6 Every temporary and every probationary bargaining unit member shall be evaluated in writing at least once every year.

11.1.7 Bargaining unit members shall be evaluated by the immediate supervisor or designee who has been certified by the Board of Education to be competent to evaluate.

11.1.7.1 Itinerant bargaining unit members shall be evaluated by one (1) immediate supervisor or designee per evaluation year, regardless of the number of sites to which he/she is assigned.

11.1.8 No bargaining unit member shall evaluate another bargaining unit member.

11.1.9 No bargaining unit member shall be requested or directed to backdate any documents related to the provisions of this article.

## 11.2 Formal Observation

The purpose of formal observation is to maintain competence, commend outstanding accomplishment, identify deficiencies, and improve performance.

11.2.1 Except in cases wherein Section 11.3 is controlling, thirty (30) work days prior to May 15 of each year, the monitoring phase shall have been conducted, including observations and conferencing conferences, shall have occurred and when appropriate development of a remediation plan.

11.2.2 The first observation shall take place during the first half of the school year based upon the number of instructional days.

11.2.2.1 A follow-up conference shall take place within five (5) working days of the observation. Upon mutual agreement between the immediate supervisor and the bargaining unit member, the timeline for conferencing may be extended by an additional five (5) working days.

11.2.2.2 The bargaining unit member shall receive a draft copy of the formal observation report at least one (1) work day prior to the scheduled conference unless this provision is waived by mutual agreement between the bargaining unit member and the evaluator.

11.2.3 Except in cases wherein Section 11.3 below is controlling the second formal observation shall take place no later than thirty (30) workdays prior to April 25.

11.2.3.1 A follow-up conference shall take place within five (5) working days of the observation. Upon mutual agreement between the immediate supervisor and bargaining unit member, the timeline for conferencing may be extended by an additional five (5) working days.

11.2.3.2 The bargaining unit member shall receive a draft copy of the formal observation report at least one (1) workday prior to the scheduled conference unless this provision is waived by mutual agreement between the bargaining unit member and the evaluator.

- 11.2.4 Formal Observations shall be a minimum of thirty (30) minutes and shall not exceed sixty (60) minutes. The bargaining unit member and the evaluator may mutually agree to extend the time beyond sixty (60) minutes.
- 11.2.5 If requested by the bargaining unit member, at least one (1) observation shall be scheduled in advance.
- 11.2.6 A bargaining unit member may request additional observations.
- 11.2.7 The evaluator shall take physical conditions of the area and student characteristics into consideration when conducting formal observations and evaluating bargaining unit members.

11.3 Performance Action Plan

- 11.3.1 The need for a Performance Action Plan shall be indicated by two (2) ratings of "Unsatisfactory" in the same standard on two (2) formal observations.
- 11.3.2 Prior to writing a Performance Action Plan, the immediate supervisor shall develop the plan with the bargaining unit member, which shall include, but not be limited to the following:
  - 11.3.2.1 Areas where improvement is needed
  - 11.3.2.2 Specific suggestions for improvement
  - 11.3.2.3 Additional resources and opportunities which may be utilized by the bargaining unit member to assist with improvement
  - 11.3.2.4 Visitation and observation opportunities in similar classes
  - 11.3.2.5 Tools/methods/criteria to be used by the immediate supervisor in measuring improvement
  - 11.3.2.6 The immediate supervisor's role in assisting the bargaining unit member
  - 11.3.2.7 Schedule to be used by the immediate supervisor in monitoring and observation
- 11.3.3 Subsequent conferences shall be held with the bargaining unit member to assist him/her in correcting any deficiencies previously noted. A written record of such conferences shall be prepared by the immediate supervisor and a copy shall be given to the bargaining unit member.
  - 11.3.3.1 A bargaining unit member shall have the right to be accompanied to the conference(s) by an Association representative of his/her own choosing.

11.3.4 Once a Performance Action Plan is developed, the bargaining unit member shall have forty-five (45) workdays to improve his/her performance before the final observation and final written evaluation.

11.4 Final Evaluation

11.4.1 The Final evaluation shall be completed and a conference held by April 25 of each school year.

11.4.2 No bargaining unit member shall be held accountable for any aspect of the education program over which he/she has no authority or ability to correct, e.g., a shortage of books or materials.

11.4.3 No “Needs to Improve” or “Unsatisfactory” rating in an area shall be reflected in the Final Evaluation unless such a rating has been reflected in a Formal Observation and at least one (1) follow-up observation has been conducted.

11.4.4 The final evaluation shall be reviewed with the bargaining unit member by the immediate supervisor, dated, and signed by both parties. Signing of the evaluation by the bargaining unit member does not necessarily mean agreement, but only indicates that the documents have been reviewed by the bargaining unit member at the evaluation conference.

11.4.4.1 Upon mutual agreement between the immediate supervisor and bargaining unit member, the timeline for conferencing may be extended by an additional five (5) working days.

11.4.4.2 The bargaining unit member shall receive a written draft of the final evaluation report one (1) workday prior to the scheduled conference.

11.4.5 A bargaining unit member may write a rebuttal to the evaluation and it shall be attached to the evaluation materials. Such rebuttal shall be submitted within 30 days of receipt of the evaluation. Both evaluations and rebuttals shall become a part of the bargaining unit member's personnel file.

## Article 12 - Grievance Procedure

- 12.1 A grievance by a member of the bargaining unit is a formal written claim involving any alleged violation, misinterpretation, or misapplication of any specific provision of this Agreement. The grievance procedure shall not be used for other matters for which remedies are provided by law or official District policies or rules.
- 12.2 Definitions
  - 12.2.1 A "Grievant" shall be a member of the bargaining unit who is covered by the terms of this Agreement and who has been directly adversely affected by the alleged violation, etc. The Association may become a Grievant under the provisions of this Article in those instances in which an Association right, as enumerated in this Agreement, has allegedly been violated. The Association shall initiate its grievance at Step Two.
  - 12.2.2 A "day" is defined for this Article as a day when the District Office is open.
  - 12.2.3 The "immediate supervisor" is defined for this Article as the individual having directed responsibility for the supervision and evaluation of the employee.
  - 12.2.4 The "Association" is defined for this Article as the recognized bargaining agent.
- 12.3 Miscellaneous Conditions
  - 12.3.1 Any bargaining unit member may formally process his/her grievance and have the grievance heard without the participation of the Association except during arbitration. Both the Grievant and the administrative staff shall have the right to be accompanied in any grievance hearing including the informal conference by a colleague or counsel of their choice.
  - 12.3.2 Both parties agree that grievance processing is of a confidential nature.
  - 12.3.3 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.
  - 12.3.4 No reprisals of any kind shall be taken by the District against the grievant or any representative of the grievant by reason of their bringing a grievance or participating in the grievance process; nor, shall any reprisals of any kind be taken by the Association on any members or representatives of the Association against either the grievant, the District, any District employee, or any participant in the grievance procedure by reason of such participation or decision.
  - 12.3.5 No adjustment shall be made at any step of the procedure which is inconsistent with the terms of the Agreement. The filing of a grievance shall not interfere with the right of the Board to proceed in carrying out its management responsibilities.
  - 12.3.6 A copy of any written formal grievance and/or written decision required in each step of the grievance procedure shall be filed with the Superintendent or his designee and the Association.

- 12.3.7 Prior to any agreed-upon resolution of a formal grievance, the District will notify the Association of the proposed adjustment and provide the Association with the opportunity to file a response within a ten-day period.
- 12.3.8 Time Limits: The time limits included in this procedure may be waived by mutual agreement. Grievances not filed within the time limits shall be deemed settled based upon the decision last made by the District. Grievances not answered within the time limits may be appealed to the next step.
- 12.3.9 Any information in the possession of the District which is needed by the Grievant to investigate and process a grievance shall be presented to the Grievant within five (5) workdays of the Grievant's request for such information.
- 12.3.10 Discussion of the merits of an alleged grievance at any step shall not constitute a waiver of the District's right to declare it non-grievable.
- 12.3.11 In a case of multiple grievance claims upon the same issue arising from the same set of circumstances, the Association may, upon request of all the Grievants, represent such Grievants in a multiple grievance claim.
- 12.3.12 No grievance need be considered at any subsequent step which encompasses different allegations than those presented in Step One.
- 12.3.13 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 12.3.14 When a grievance has been filed by a unit member, the grievant may terminate the grievance at any time by giving written notice of his/her intent to the Superintendent or designee.

#### 12.4 Informal Resolution

- 12.4.1 The aggrieved employee and his/her immediate supervisor shall attempt to resolve an alleged grievance by an informal conference. In the event the Grievant is not satisfied with the informal resolution, he/she may prepare a formal written grievance and process it through the grievance procedure.

#### 12.5 Formal Resolution

##### 12.5.1 Step One

- 12.5.1.1 In the event the Grievant is not satisfied at the informal level, the Grievant may initiate a formal grievance in writing on the appropriate District grievance form within thirty (30) days after the alleged violation first became known or should reasonably have become known to the Grievant; except that in the case of an alleged payroll computational error, such allegations shall be presented to the immediate supervisor in writing within ten (10) workdays after the alleged error is discovered by the Grievant. The formal grievance shall be presented to the immediate

supervisor, the Superintendent or his designee, and a copy forwarded to the Association.

- 12.5.1.2 The Grievant shall write a clear, concise statement of the circumstances giving rise to the grievance; citing the specific term of the Agreement which is alleged to have been violated, and the specific remedy sought.
- 12.5.1.3 The Grievant shall be provided an opportunity to meet with the immediate supervisor or a designee in an attempt to settle the grievance. The decision at this step shall be in writing and shall be transmitted to the Grievant, the Superintendent or his designee, and the Association within ten (10) days after receipt of the formal grievance unless extended by mutual consent.

#### **12.5.2 Step Two**

- 12.5.2.1 In the event the Grievant is not satisfied with the decision at Step One, and wishes to pursue the grievance, an appeal must be filed with the Superintendent or his designee and the Association within ten (10) days following receipt of the decision at Step One on the appropriate District grievance form.
- 12.5.2.2 After the presentation of the grievance and upon request, the Grievant shall be provided an opportunity to meet with the Superintendent or his designee in an attempt to settle the grievance.
- 12.5.2.3 The decision of the Superintendent or his designee shall be in writing and transmitted to the Grievant and the Association within ten (10) days after the receipt of the appeal unless extended by mutual consent.

#### **12.5.3 Step Three**

- 12.5.3.1 In the event the Grievant is not satisfied with the decision at Step Two, and wishes to pursue the grievance, an appeal must be filed with the Superintendent for Board review within ten (10) days following receipt of the decision at Step Two on the appropriate District grievance form. The Superintendent, in turn, shall schedule a review of the grievance by the Board of Education.
- 12.5.3.2 At the first regular meeting of the Board of Education occurring more than twenty (20) days after the filing of the request for review, the Board shall review the case. All parties mentioned in the grievance and those who have processed the same and the Association shall be notified by the Superintendent or his designee of the date the Board of Education will review the grievance.

- 12.5.3.3 The Board of Education shall render a decision on the disposition of the grievance at either said meeting or at the next regular meeting of the Board of Education thereafter. Such decision shall be officially recorded in the minutes of the Board of Education.
- 12.5.3.4 If, upon review, the Board of Education determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence, prior to rendering the final decision. In the event the Board of Education reopens the record, it shall render its decision on the disposition of the grievance at either said meeting or at the next regular meeting of the Board thereafter.

#### **12.5.4 Step Four: Arbitration**

- 12.5.4.1 In the event the Grievant is not satisfied with the decision at Step Three, and wishes to pursue the grievance, the grievant may request the Association to submit the grievance to arbitration. In the event the Association agrees to pursue the grievance to arbitration the written request shall be filed with the Superintendent no later than fifteen (15) days after the written decision at Step Three.
- 12.5.4.2 Within five (5) workdays after authorization by the Association for arbitration, either party shall request the American Arbitration Association to provide a list of seven (7) arbitrators.
- 12.5.4.3 Within five (5) workdays after receiving the list of arbitrators, the representatives for the Association and the District shall meet and shall alternately strike names from the list until only one remains. The remaining arbitrator shall be the arbitrator. The order of striking shall be determined by lot.
- 12.5.4.4 Power and Limitations of the Arbitrator

The arbitrator shall, as soon as possible, hear evidence and witnesses and render a written decision on the issue or issues submitted to him/her. The arbitrator's decision shall set forth the findings of fact, rationale, and recommendation on issues submitted.
- 12.5.4.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
- 12.5.4.6 The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement.

12.5.4.7 The arbitrator shall have the following powers:

- A) Conduct the hearing and rule on introduction or exclusion of evidence.
- B) Rule only on specific violations of the agreement.
- C) Rule only on facts presented.
- D) Render a decision within thirty (30) days of the termination of the hearing.
- E) Request submission of issues and post hearing briefs.
- F) Determine arbitrability of the grievance.

12.5.4.8 The arbitrator's power shall be further limited to exclude the following:

- A) The substance of evaluation except as part of this Agreement.
- B) Any type of discipline, including letters of reprimand, except for those allegedly pertaining to matters specifically covered by this Agreement.
- C) Classifications, Promotions, Suspension, Demotions, or Dismissal.
- D) The exercise by the District of its responsibilities referred to in Management Rights shall not be subject to this procedure, except as such exercise may be otherwise limited by this Agreement.

12.5.4.9 Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

12.5.4.10 If any question of arbitrability is raised, that question shall be ruled upon prior to the hearing which addresses the merits of the grievance. If possible, such decision on arbitrability shall be determined by a bench decision.

12.5.4.11 The meeting of the arbitration hearing shall be closed to the public and the employees of the District not specifically required by the arbitrator, unless both Grievant and his/her immediate supervisor, or, if the Association is the Grievant, the Superintendent or his designee agree that such meeting shall be open.

12.5.4.12 It is agreed by the parties to this Agreement that the findings and/or decisions of an arbitrator regarding a grievance of a bargaining unit member or of the exclusive representative shall not become a public document without the express permission of the Grievant, nor shall such finding and/or decisions be admissible as evidence in any state or federal court.

12.5.4.13 Arbitration Costs

All costs for the services of the arbitrator including but not limited to per diem expenses, travel, and subsistence expense, and the hearing room if not on District owned property shall be borne equally between the District and the Association. All other costs will be borne by the party incurring them.

12.5.4.14 Findings of the Arbitrator

The decision of the arbitrator shall be submitted to the Superintendent, the grievant, and the Association. The findings and/or recommendations of the Arbitrator shall be binding on the grievant, the Board of Education, and the Association.

12.6 Released Time for Grievance Processing

12.6.1 The Board of Education authorizes released time for the purpose of processing grievances without loss of compensation to the Grievant as follows:

12.6.1.1 To the Grievant and if requested, one advisor/consultant of his/her choice during informal discussion of the grievance with the immediate supervisor.

12.6.1.2 To the Grievant and, if requested, one advisor/ consultant of his/her choice, and witnesses as agreed to by the Grievant and the District at Step One when meeting with the immediate supervisor and at Step Two when meeting with the Superintendent or his designee.

12.6.1.3 To the Grievant and, if requested, one advisor/ consultant during any meeting with the Board of Education.

12.6.1.4 To the Grievant and, if requested, one advisor/consultant, and witnesses as required by the arbitrator for the arbitration hearing.

12.6.2 Processing of Grievances

12.6.2.1 Processing of grievances shall be that time actually spent in discussion during meetings with the immediate supervisor, and/or the Superintendent or his designee, and/or with the Board of Education and/or at the arbitration, as described in the Grievance procedure.

12.6.2.2 Reasonable released time spent traveling to and from the meetings described above shall be a part of the processing of grievances.

## 12.7 Grievance Forms

The grievance form in effect as of the signing of this Agreement shall remain in effect for the duration of the Agreement, unless the parties mutually agree to revise it. Further, it is agreed that the form shall be made available through Personnel Services, the Principal's Office, or through the Association. The District shall, upon request, replenish the Association supply, so that up to fifty (50) copies of the grievance form are available.

## Article 13 - Organizational Security

- 13.1 The Association has the exclusive right to have employee organization membership dues deducted by the District for Union Members in the bargaining unit.
  - 13.1.1 The District shall deduct Association dues from Union Members who have submitted payroll deduction authorization forms to the Union.
  - 13.1.2 Union members, in lieu of payroll deductions, may pay dues or service fees directly to the Association in a lump sum.
  - 13.1.3 The Association shall provide to the District the necessary forms to implement the provisions of this Article. The District shall provide the form to all employees hired by the District after the implementation date of this Article.
  - 13.1.4 The Association may request a change in the amount to be collected by payroll deductions for members provided an authorized officer of the Association submits a written request to the District for such an adjustment at least fifteen (15) calendar days prior to the starting date for such a change.
  - 13.1.5 The District shall, without charge, pay to the Association within thirty (30) days of deduction, all sums deducted under this Article. The District shall provide the Association with an accompanying alphabetical list of bargaining unit members for whom dues deductions have been made, identifying each by name, last four of the social security number, and amount of dues or service fees deducted.
- 13.2 The Association agrees to hold harmless and indemnify the District from liability arising out of any monies paid by the District to the Association pursuant to this Articles 13 and 17, amended or any prior version of Articles 13 and 17 as follows:

The Association agrees to pay to the District all reasonable legal fees and costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality and/or constitutionality of the provisions of this Agreement or their implementation, and to pay any final judgment or settlement arising from such action.

As long as the Association complies with the above obligations to hold the District harmless and indemnify the District from liability related to this Article, the Association shall have the right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed and will be the primary party defending against any such actions.

Within ten (10) days of proper service of a claim, demand, suit or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon lawful request,

the District shall provide the Association's legal counsel with documents and information reasonably related to providing defense.

## Article 14 - Association Rights

- 14.1 Authorized Association representatives shall have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator and state the intended purpose.
- 14.2 Authorized representatives of the Association shall not interfere with regularly scheduled classes. They may contact teachers for Association business during the negotiated workday at the reasonable discretion of the principal providing it does not interfere with District business or distract from the bargaining unit members performing their duties.
- 14.3 The Association may utilize District facilities at times other than normal working hours for group meeting purposes; the time and place of such use shall be at the reasonable discretion of the principal.
- 14.4 The Association may distribute organizational literature on District property, provided it conforms to the content regulations in Section 14.7 hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner which distracts bargaining unit members who are performing their duties. Literature may be distributed, or left for pickup, in coffee rooms, faculty rooms, mailboxes, and in other appropriate site locations as designated by the principal.
- 14.5 The Association shall have the right to post notices of Association concern (consistent with Section 14.7 hereof) on bulletin boards. The District shall provide at least one-half of a bulletin board for such use in each school building in work/lounge areas frequented by teachers.
- 14.6 The Association shall have reasonable use of the local site mailboxes to distribute organizational material which conforms to the content restrictions in Section 14.7.
- 14.7 Any literature to be distributed or posted must be dated and must identify the person and organization responsible for its promulgation. The Association and/or its representative may use the District mailboxes to communicate with bargaining unit members. The District shall allow reasonable use of the delivery system of the District for Association business.
- 14.8 The District shall furnish the Association with a complete agenda for each regular meeting of the Board of Education, excluding executive session, Rodda Act (matters of negotiations) sessions, and personnel items.
- 14.9 The Association shall receive a copy of all adopted Policies of the Board of Education and Administrative Regulations.
- 14.10 Other specified public documents shall be furnished the Association by the District upon request.

- 14.11 After-school assignments by the site administrator for members of the TEA Executive Board and committees as well as Building Representatives shall be on days other than the first and third Tuesdays of the month, at which times they shall be permitted to attend TEA Committee and Representative Council meetings.
- 14.12 The Association shall have available, for the duration of this contract, a total of twenty (20) days of paid release time per year to be utilized at the discretion of the Association for organizational business.

## Article 15 - Negotiating Procedures

- 15.1 The District and the Association shall meet and negotiate over a successor Agreement or reopeners in accordance with the procedure set forth herein in a good faith effort to reach agreement. The agreement reached between the parties shall be reduced to writing and signed by them.
- 15.2 During negotiations, the District and the Association shall present data and exchange information relative to their respective interests.
- 15.3 Either party may utilize the services of outside consultants and/or professional representatives to help facilitate the negotiation process.
- 15.4 The representatives appointed by each party shall have the power to negotiate for that party and to make tentative and temporary agreement. However, final agreement shall be contingent upon ratification by the Board of Education of the District and the Tustin Educators Association.
- 15.5 Negotiating sessions shall be scheduled by mutual agreement. The initial session shall be held within ten (10) days of written request by either party. All sessions will begin at a time mutually agreeable.

## Article 16 - Management Rights

- 16.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the Law, except as limited by the provisions of this Agreement. Included in, but not limited to those duties and powers, are exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the method of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, make judgments regarding evaluation of employees provided that procedures set forth in this Agreement have been adhered to, promote, terminate, and discipline employees in a manner not in conflict with State Law.
- 16.2 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 judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 16.3 The District reserves all matters not enumerated as within the scope of representation under Section 3543.2 of the California Government Code.

## Article 17 - Payroll Deductions

- 17.1 Any bargaining unit member who is a union member, or who has applied for membership, may sign and deliver to the Association a form authorizing deduction of union dues. Such authorization shall continue in effect from year to year unless revoked in writing in accordance with Article 13. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the teacher each month for ten (10) months. Deduction for teachers who sign such authorizations after the commencement of the school year shall be at the regular tenthly rate.
- 17.2 With respect to all sums deducted by the District pursuant to authorization of the teacher, the District agrees to remit such monies to the Tustin Educators Association on a tenthly basis, accompanied by a list of names of any bargaining unit member who authorizes or revokes his/her authorization for payroll deduction of member dues.
- 17.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 17.4 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any bargaining unit member and make appropriate remittance for:
  - 17.4.1 All purposes required by law.
  - 17.4.2 Any other purposes mutually agreed upon by the District and the Association.

## Article 18 - Complaints

- 18.1 In the event the District receives a complaint regarding a bargaining unit member which the District determines is of sufficient importance that adverse action may be taken against a bargaining unit member, the District shall proceed with the following steps prior to any action on the complaint:
  - 18.1.1 A meeting shall be held between the bargaining unit member and the appropriate supervisor to discuss the incident.
  - 18.1.2 If there is sufficient reason on the part of the District to continue action, the bargaining unit member shall be notified in writing regarding the nature and circumstances surrounding the complaint.
  - 18.1.3 The complainant shall be asked to meet with the appropriate bargaining unit member to discuss the complaint and make attempts for resolution.
  - 18.1.4 If the complaint is not resolved and the complainant wishes to pursue the issue, the appropriate District official shall investigate.
  - 18.1.5 After the investigation, if the appropriate District official concludes that the complaint is of potential validity, the official shall meet and discuss the issue with the bargaining unit member and his/her representative if requested.
  - 18.1.6 If, after the meeting, the District official concludes that the complaint is valid, the official shall take such action as is otherwise authorized by law.
  - 18.1.7 If the complaint is reduced to writing, the bargaining unit member's response, if any, shall be attached to the complaint.

## **Article 21 - Shared Contract**

### **21.1 Definition:**

21.1.1 A shared contract is one in which one position is shared by two (2) bargaining unit members for a period of not less than one semester.

### **21.2 Procedures**

21.2.1 Two (2) bargaining unit members who have full time permanent status who wish to share a contract shall submit a proposal on the District "Shared Contract Proposal" form to Personnel Services for approval by March 1 of each year prior to the school year for which a shared contract is requested.

21.2.1.1 Exceptions to this date shall be considered in the event of unusual circumstances.

21.2.1.1.1 Requests shall be granted subject to District needs.

21.2.1.2 In completing The "Shared Contract Proposal" form, the two (2) bargaining unit members shall delineate the manner in which they shall share the following:

- Teaching Days/Work Calendar
- Staff Development Days
- Teacher Workdays
- Parent Conferences/Back to School Night/Open House
- Faculty Meetings
- Report Cards/Student Assessment
- Communication and Planning
- Classroom Management and Discipline

21.3 All proposals must receive approval from the site administrator prior to being submitted to Personnel Services for final approval.

### **21.4 Compensation and Related Benefits**

21.4.1 Bargaining unit members who work a shared contract shall be paid based on their appropriate placement on the regular salary schedule prorated by the percentage of their contract.

21.4.1.1 Salary shall be paid in equal monthly installments tenthly unless otherwise mutually agreed upon by the bargaining unit member and the District.

21.4.2 Column advancement shall not be affected by shared contract employment.

21.4.3 Service credit for step movement on the salary schedule shall be calculated so that a bargaining unit member will move one step for each equivalent of one (1) year of full time employment completed.

21.4.4 The District shall pay a pro rata portion of the premium for insurances for part-time members of the bargaining unit who work at least fifty percent (50%) of a full-time assignment. The amount paid by the District will be in the same proportion as the part-time employment bears to full-time employment. The bargaining unit member electing this coverage will pay the remaining portion of the premium, in addition to the annual employee contribution of the selected plan.

Example: A 60% Shared Contract bargaining unit member elects to enroll in Health and Welfare Benefits. Said bargaining unit member shall pay 40% of the cost of the plan in addition to the employee contribution of the selected plan.

21.4.5 The District shall pay a pro rata portion of the premium and any District contribution to a Health Reimbursement Account for dependent coverage for eligible part-time members of the bargaining unit in the same ratio as for full-time bargaining unit members and in the same proportion as the part-time employment bears to full-time employment.

#### 21.5 Substitute Teaching for a Shared Contract Partner

Whenever a bargaining unit member participating in a Shared Contract requires a substitute teacher, the other bargaining unit member who is party to the Shared Contract may, at that bargaining unit member's option, serve as the substitute teacher and be compensated at the long-term daily substitute rate of pay for the duration of the leave.

When serving as the substitute teacher for the Shared Contract partner, the bargaining unit member shall:

- Remain on the percent of leave approved under the terms of the approved Shared Contract proposal
- Continue with any health and welfare benefits and fringe benefits agreed to under the terms of the approved Shared Contract
- Not accrue service credit for step movement on the salary schedule

#### 21.6 Return to Full-time Contract

21.6.1 Full-time bargaining unit members who elect to share a contract may, at their option, return to full-time employment the following year. In the event overstaffing occurs when a shared contract is dissolved at a site, it shall be resolved as follows:

a) If both bargaining unit members in the shared contract originated at the site, the terms and conditions of Article 8, Section 8.6, shall apply.

- b) If one of the bargaining unit members came from another site to participate in the shared contract, that bargaining unit member shall be surplus from the current site as an involuntary transfer.
- 21.6.2 Bargaining unit members intending to return to full-time status in the following year shall notify the District in writing of their intent to return by March 1 of the current year.

In the alternative, the District and the bargaining unit member(s) may agree on a definite date of return to full-time status as part of the Shared Contract Proposal.

## Article 22 – Itinerant Bargaining Unit Members

- 22.1 An itinerant bargaining unit member is defined as a full or part-time bargaining unit member who travels to more than one site in a day for his/her assignment.
- 22.2 Itinerant bargaining unit members shall be reimbursed for mileage for such travel at the current Internal Revenue Service (IRS) rate.
- 22.3 Daily schedules shall be structured to provide for travel time between worksites.
- 22.4 With the exception of itinerant bargaining unit members who work in District-based programs, each itinerant teacher shall be assigned to a specific work site for administrative purposes.
  - 22.4.1 That work site shall be the location to receive usual intra-district communications.
  - 22.4.2 That site administrator/designee shall serve as the itinerant bargaining unit member's primary evaluator.
  - 22.4.3 The itinerant bargaining unit member shall attend staff meetings at that site.
  - 22.4.4 The bargaining unit member shall work with the site administrator to determine attendance requirements for site activities.
  - 22.4.5 If the administrator of another site to which the teacher is assigned wants the bargaining unit member to attend meetings and/or activities at that other site, that administrator shall request such attendance through the administrator of the assigned work site.
- 22.5 Itinerant Bargaining Unit Members Assigned to District-based Programs
  - 22.5.1 Bargaining Unit members of District-based programs shall be assigned to a specific work site for administrative purposes and which shall be the location to receive usual intra-district communications.
  - 22.5.2 The District-based program administrator/designee shall be the primary evaluator.
  - 22.5.3 Bargaining Unit members shall attend staff meetings at the time and location identified by the program administrator/designee, pursuant to Article 5, Section 5.9.

## Article 23 - No Strike

- 23.1 It is expressly agreed by both parties that there will be no strike, work stoppage, slow down, or refusal or failure to perform fully and faithfully all job functions and responsibilities, nor will there be any concerted action or other interference with the operation of the District by the Association or by its officers, agents, or members during the term of this Agreement.
- 23.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all members to do so. In the event of a strike, work stoppage, slow down, concerted action, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 23.3 It is understood by the parties that any member violating this Section may be subjected to discipline, including termination, by the District in accordance with law.
- 23.4 It is also understood by the parties that in the event this Section is violated by the Association, the District may elect to withdraw any Association rights, privileges, or services provided to the Association.
- 23.5 Upon exhaustion of all available impasse procedures for issues relative to any reopeners under this Agreement, the parties agree that this article shall be null and void until such time as a negotiated and ratified Agreement regarding such reopeners is reached.

## Article 24 - Discipline

- 24.1 Except for the provisions of Education Code Sections 44939, 44940, and 44942, no unit member shall be placed on up to 15 days of unpaid suspension without just cause and according to the principles of progressive discipline.
- 24.2 The District shall notify the Association concurrently with notification to the unit member if any disciplinary action is taken or contemplated, in writing. The notice shall contain a specific statement of the act(s) or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District and, where applicable, a statement of the rules, regulations, or statutes which the unit member is alleged to have violated. All information or proceedings regarding any such actual or proposed disciplinary action shall be kept confidential by all parties.
- 24.3 Any proposed or actual suspension of a bargaining unit member shall be proceeded by written notice of the right to appeal said action by filing a grievance as provided for in Article 12 (Grievance Procedure) of this Agreement.
- 24.4 This Article shall be interpreted in accordance with accepted arbitral standards and applicable State and Federal laws.
- 24.5 Any disputes arising out of this Article may be submitted to final and binding arbitration as provided for in Article 12, and all proposed actions against the unit member shall be stayed until the arbitrator's decision is rendered, except in cases of severe violation or in instances when the possible consequences of potential repetition requires immediate action, in which event the unit member shall be suspended with pay pending the outcome of the arbitration.
- 24.6 This Article shall not reduce the rights of permanent unit members contained in Education Code Sections 44932 and 44944.

## Article 25 – Resignation and Retirement

### 25.1 Resignation

The Superintendent/Designee shall be authorized by the Board of Education to officially accept the written and/or verbal resignation of a bargaining unit member. The resignation shall be deemed duly accepted at the time of receipt by the Superintendent/Designee. A bargaining unit member may appeal to the Board of Education if he/she wishes to rescind the resignation.

### 25.2 Retiree Health Benefits

- 25.2.1 Bargaining unit members who retire at age fifty (50) or older and who have at least five (5) years of service with the District shall be provided with medical and dental insurance by the District as defined in Section 6.1.2 until age sixty-five (65), or until the bargaining unit member becomes eligible for Medicare coverage, whichever comes first.
- 25.2.2 Effective January 1, 2020, all retirees who are eligible for health and welfare benefits shall enroll in either of the two plans with the least expensive premium costs, unless the retiree chooses to enroll in another plan offered by the District.

If the retiree elects another plan, he/she shall pay the difference in the premium and any District contribution to a Health Reimbursement Account, in addition to the employee contribution for the selected plan.

- 25.2.2.1 Bargaining unit members who retire at the end of a school year shall remain on their current health benefits plan through August 31<sup>st</sup> of that year. On September 1, the provisions of 25.2.2 shall become effective.
- 25.2.2.2 Bargaining unit members who retire during the school year shall remain on their current health benefits plan through the month in which they retire. On the first day of the month following his/her retirement, the provisions of 25.2.2 shall become effective.
- 25.2.2.3 During retirement, benefit-eligible retirees, may change their choice of health and welfare benefits plans offered by the District during the annual open enrollment period.

25.2.3 Any bargaining unit member who retires under this Section shall have the option to purchase medical and dental coverage for eligible dependents. Eligible dependents shall be the child of the retiree, up to age 26 as described in the Federal Health Care Reform and the spouse or registered domestic partner of the retiree until the spouse or registered domestic partner reaches the age of sixty-five (65) years.

The retiree shall pay the full cost of the dependent coverage in a manner prescribed by the District.

In the event the retiree predeceases his/her spouse or registered domestic partner and/or other eligible dependent(s), the surviving spouse or registered domestic partner and/or eligible dependent(s) shall no longer be eligible as provided for in this Section.

## Article 26 - Savings

- 26.1 If any provisions of this Agreement or any applications thereof are held to be contrary to law by a court of competent jurisdiction, then such provisions or application will be deemed invalid except to the extent required by such court decision, but all other provisions will continue in full force and effect.

## **Article 27 – Duration**

- 27.1 This agreement shall remain in full force and effect from July 1, 2020, through June 30, 2023.
  - 27.1.1 Wages and Health and Welfare Benefits and Calendar shall be automatic reopeners.
  - 27.1.2 Each party shall be entitled to a maximum of three (3) other articles.
- 27.2 No later than the second District school Board meeting in May, the parties shall sunshine proposals for a successor agreement or reopeners unless a later date is mutually agreed upon.
- 27.3 The parties shall commence negotiations no later than the third week of September.

## Article 28 – Contract Waiver Procedures

28.1 A Contract Waiver shall be required when one (1) or more of the bargaining unit members and the administrator(s) of a District work site or a District-based Program wish to implement changes, policies and/or programs that conflict with the collective bargaining agreement (CBA).

28.1.1 If a concept is presented to the site/district-based program administrator(s) who do(es) not support the concept of the waiver, there shall not be a waiver election and the site administrator(s) shall put in writing and distribute to the bargaining unit members the rationale for the denial of support within five (5) days of said denial. The TEA site/program representative shall also forward a copy of the rationale to the TEA president/designee.

28.1.2 If the site/district-based program administrator(s) is/are in support of the concept, there shall be a waiver if one or more of the bargaining unit members is/are interested in implementing the concept.

To ascertain the need for a Contract Waiver election, the TEA site representative(s) and the administrator shall present the concept of the change to the contract at a staff meeting and ask if any bargaining unit member is interested in implementing that change. If one (1) or more bargaining unit members indicates an interest in implementing the change, the following procedures shall commence:

28.1.2.1 The TEA site/program representative(s) and site/program administrator shall present to the Association President/designee a signed and dated written proposal of the waiver. The proposal shall include:

28.1.2.2 Specific contract language to be waived

28.1.2.3 Specific contract language to be put in place

28.1.2.4 Rationale for request

28.1.2.5 Statement of the impact on the site budget, workload, personnel and instruction

28.1.2.6 Period of time for which the waiver is requested, not to exceed one school year

28.2 Bargaining unit approval or rejection of the proposed waiver shall be determined by an election by secret ballot run by the TEA site/program representative(s).

28.2.1 The election shall be run according to one of the procedures in the current CTA “Guidelines for Chapter Elections Procedures”, Section VII.

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28.2.2 The proposed waiver shall be posted on the site TEA bulletin board for not less than ten (10) working days prior to the secret ballot.

28.2.3 A general meeting of the bargaining unit members shall be held by the TEA site/program representative(s) and the site/program administrator not less than five (5) work days prior to the secret ballot.

At the meeting, the TEA site/program representative(s) and the site/program administrator shall present the terms of the waiver proposal and answer questions, after which the site/program administrator shall leave the meeting and the bargaining unit members may continue to discuss the waiver proposal.

28.2.4 Voting procedures, including dates, times and locations of the election shall be posted on the site TEA bulletin board for not less than ten (10) working days prior to the election.

28.2.5 A minimum of three (3) consecutive days shall be provided for voting.

28.2.6 Site ballots shall be turned in to the TEA Elections chair/designee to be counted. The results of the election shall be communicated in writing to the TEA site/program representative(s) for posting on the TEA bulletin board at the site within five (5) work days after the ballots are counted. The TEA site/program representative shall also inform the site/program administrator of the results of the election.

28.2.7 A waiver shall be subject to a minimum of 70% approval of votes cast by those TEA members potentially affected by the proposed change.

28.3 Waiver proposals for implementation at the beginning of the subsequent school year shall be submitted to the Association President no later than April 15<sup>th</sup> of the current school year.

28.4 Waiver proposals for implementation at the semester shall be submitted to the Association President no later than October 1<sup>st</sup> of the current school year.