

**AGREEMENT
BETWEEN**

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

Contract in effect
until
June 30, 2014

THIS CONTRACT SUPERCEDES ANY CONTRACT NOW IN EXISTENCE

Revised: April 14, 2011

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 RECOGNITION	1
ARTICLE II SUPPORT OF AGREEMENT	1
ARTICLE III NEGOTIATION OF PROCEDURE.....	2
ARTICLE IV PARTIES' RIGHTS.....	4
ARTICLE V WORKING HOURS	9
ARTICLE VI SALARY	14
ARTICLE VII STAFF DEVELOPMENT DAYS	26
ARTICLE VIII HEALTH, WELFARE & RETIREMENT/LONGEVITY BENEFITS.....	28
ARTICLE IX LEAVES.....	33
ARTICLE X TRANSFERS.....	54
ARTICLE XI CLASS SIZE	57
ARTICLE XII PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT.....	58
ARTICLE XIII SAFETY	59
ARTICLE XIV GUIDELINES FOR TEACHERS' CONFERENCES.....	59

ARTICLE XV PERSONNEL FILES	60
ARTICLE XVI GRIEVANCES	62
ARTICLE XVII PERSONNEL EVALUATION	66
ARTICLE XVIII PEER ASSISTANCE AND REVIEW	70
ARTICLE XIX DISCIPLINE SHORT OF DISMISSAL	81
ARTICLE XX PHYSICAL EXAMINATIONS	84
ARTICLE XXI TEACHER ORIENTATION & CLOSE-OF-SCHOOL CHECKOUT	85
ARTICLE XXII SAVINGS	85
ARTICLE XXIII COMPLETION OF MEET AND NEGOTIATION	86
ARTICLE XXIV MISCELLANEOUS PROVISIONS	86
ARTICLE XXV YEAR-ROUND EDUCATION PROGRAMS	88
ARTICLE XXVI CONTRACT DISCREPANCIES	94
Exhibit A- Recognition Letter	
Exhibit B- Basic Teachers' Salary Schedule	
Exhibit C- Extra Duty Salary Schedule	
Exhibit D- Negotiated Stipends	
Exhibit E- Grievance Form	
Exhibit F- Evaluation Form	

1 **AGREEMENT**

- 2 1. The articles and provisions contained herein constitute a binding agreement
3 (“Agreement”) by and between the Governing Board of the Los Banos Unified School
4 District (“Board”) and the LBTA/CTA/NEA (“Association”), an employee
5 organization.
6 2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the
7 Government Code (“Act”).
8 3. This Agreement shall remain in full force and effect up to and including June 30, 2014,
9 and thereafter shall continue until a new contract is let.
10

11 **ARTICLE I**

12 **RECOGNITION**

- 13 1. The Board grants exclusive recognition to the Los Banos Teachers’ Association for all
14 certificated employees except Superintendent, Assistant Superintendents, Principals,
15 Teaching Principals, Vice Principals, Assistant Principals, Administrative Assistants,
16 Projects Coordinator, Psychologists, Directors and substitute employees for the purpose
17 of meeting and negotiating. (See Exhibit “{A”).
18 2. Other exclusions may be mutually agreed upon or determined by PERB.
19

20 **ARTICLE II**

21 **SUPPORT OF AGREEMENT**

- 22 1. The District and the Association agree that it is to their mutual benefit to encourage the
23 resolution of differences through the meet and negotiation process. Therefore, it is
24 agreed that the District and the Association will support this Agreement for its term and
25 will not appear before any public bodies as a representative(s) of their group(s) to seek

1 change or improvement in any matter subject to the meet and negotiation process
2 except by mutual agreement of the District and Association.

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

6
7 **ARTICLE III**

8 **NEGOTIATION PROCEDURE**

- 9 1. No earlier than February 20 of the calendar year in which this Agreement expires, the
10 parties shall meet and negotiate in good faith on negotiable items. Any agreement
11 reached between the parties shall be reduced to writing and signed by them. There
12 shall be no re-opening of any item or provision during the term of this Agreement,
13 unless mutually agreed upon, except as follows: The opener during the term of the
14 contract will include Article VI of the Agreement "Salary", one section of one article
15 by each party, and any other mutually agreed upon item(s). Written notice of intent to
16 negotiate on reopeners must be given before February 20 of the prior school year.

17 Either party may give the other thirty (30) days written notice of termination after May
18 30th of any year where the contract has been opened in accordance with the foregoing.

19 By mutual agreement, the above conditions may be waived.

- 20 2. Either party may utilize the services of outside consultants, limited to two (2) persons,
21 to assist in the negotiation meetings.
- 22 3. The Board and Association may discharge their respective duties required by this
23 Agreement by means of authorized officers, individuals, representatives or committees.
- 24 4. Negotiations shall take place at mutually-agreeable times and places as agreed upon in
25 the ground rules as follows:

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

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

10 **ARTICLE IV**

11 **PARTIES' RIGHTS**

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

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

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

12 1). Such deduction shall be made only upon submission of the Los Banos Teachers'
13 Association membership form to the designated representative of the District, duly
14 completed and executed by the employee and the Association.

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

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

1 H. Agency Fee

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

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

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

1 4. Religious Objection: If an employee in the bargaining unit belongs to a recognized
2 religious sect which does not permit its members to join the Association or pay a
3 representation fee to any organization, an amount equal to the representation fee
4 which would have been paid will be made in full on or before September 1st of each
5 school year and deposited into one of the following non-religious, non-labor
6 organizations, charitable funds exempt from taxation under Section 501 ©(3) of Title
7 26 of the Internal Revenue Code:

8 a. Foundation to Assist California Teachers (FACT);

9 b. American Cancer Society; or the

10 c. American Heart Association

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

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

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

1 whom such deductions have been made, categorizing them as to membership or non-
2 membership in the Association, and indicating any changes in personnel from the list
3 previously furnished.

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

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

11 2. District

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

24 B. The exercise of the forgoing powers, rights, authority, duties and responsibilities by the
25 District, the adoption of policies, rules, regulations and practices in furtherance thereof,

1 and the use of judgment and discretion in connection therewith, shall be limited only by
2 the specific and express terms of this Agreement; and then, only to the extent such
3 specific and express terms are in conformance with law.

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

10 **ARTICLE V**

11 **WORKING HOURS**

12 1. Working Hours

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

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

- 21 • A unit member who holds the Reading Coach/Reading Recovery Teacher Leader,
22 Mathematics Coach, or G.A.T.E. Coordinator positions may find it necessary to adjust
23 their daily working hours in order to address training opportunities for staff and parents.
24 The instructor will still recognize the 7 ½ hour work day.

- 1 • Approval for adjustment of daily working hours must be granted permission by the
- 2 primary supervisor.
- 3 • Additional positions falling under these criteria will need to be approved by the
- 4 association and the District.

5 A-2. (a). Effective January 1, 2006 a unit member may volunteer to teach an additional

6 period before or after the regular instructional day or during a preparation

7 period and shall be paid at one-sixth of his/her daily rate of pay.

8 (b). A unit member may also volunteer to teach before or after the regular

9 instructional day as part of his/her regular assignment. Total work time must

10 remain the same as other unit members at their school.

11 B. It is expressly understood that field trips, outdoor education and other scheduled

12 assignments are exceptions to this time schedule.

13 C. District-wide certificated staff will be free to leave when the last teacher at their home

14 school is dismissed. Working hours for teachers teaching more than one (1) grade level

15 shall be controlled by the higher grade level.

16 D. One (1) instructional preparation minimum day per calendar month for grades 1-6 shall

17 be held. More than four (4) teaching days must be scheduled in the month to require

18 the minimum day. Planning time shall be under the direction of the site administrator.

19 The schedule shall be established by the Superintendent.

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

21 members.

22 F. Teachers will be dismissed at five (5) minutes after the conclusion of their grade level

23 day on Fridays and days preceding holidays, unless they have previously-assigned

24 duties.

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

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

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

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

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

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

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

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

25 O. Unscheduled Minimum Days

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

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

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

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

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

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

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

21 2. Articulation and Collaborative Planning Period (Professional Learning Communities (PLCs)
22 will be implemented in lieu of Articulation and Collaborative Planning Periods beginning
23 with the 2010-2011 school year. Language in Sections A and B below is not applicable to
24 PLC days.)

- 1 A. A fifty (50) minute articulation and collaborative planning period will take place
2 every Wednesday. Existing language regarding minimum days associated with
3 instructional preparation, parent-teacher conferences, May Day week, YRE-track-
4 off days, and Thanksgiving minimum day will remain the same. If the
5 administration dates of the California High School Exit Exam, state testing, and
6 finals schedules fall on a Wednesday there will not be an articulation-planning day
7 at the secondary level. Schedules must be approved by the District.
- 8 B. Beginning with the 2009-2010 school year, one Articulation and Collaboration
9 Meeting Minimum day per trimester, per track, shall be designated as a Teacher
10 Prep Minimum Day to allow teachers to finalize and enter required benchmark data
11 into the designated District accountability program. At the secondary level, one
12 Articulation and Collaborative Meeting per trimester/semester shall be designated
13 as Teacher Prep to allow teachers to finalize required trimester/semester
14 assessments. At the discretion of the teacher, parent conferences may be scheduled
15 during this time. These days shall be designated on the adopted District calendar.
- 16 C. PLC time is from ten (10) minutes after the end of the student day until the end of
17 the teachers' workday. PLC days will be designated on the district adopted
18 calendar.
- 19 D. The purpose of the articulation period is to provide a regularly scheduled time
20 within the workday in which articulation; collaboration, planning, and professional
21 development take place under the direction of the site principal. District-wide
22 planning will also be possible.
- 23 E. The site administrator is responsible to develop a training plan for their school site.
24 Staff input will be solicited in the development of the training plan. The principal

1 has the discretion to approve and direct the activities that take place at their school
2 sites. They may revise and update plans as needed.

3 F. Attendance at these meetings is mandatory for all bargaining unit members. No
4 personal appointments are to be scheduled during these articulation days. There
5 will be no early release to attend clinics, conferences and/or college classes on these
6 articulation days.

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

11 3. The School Calendars shall be mutually agreed upon. Monday and Tuesday minimum
12 days of May Day Week will be moved to the day before Good Friday and the next to
13 the last day of the school year. Any track not in session on the Thursday before Good
14 Friday will have a minimum day added to their calendar.

15
16 **ARTICLE VI**

17 **SALARY**

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

19 A. Placement and Horizontal Advancement:

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

23 (2). For the purposes of this Article, a Regular Credential is a full credential which, in
24 most cases, takes one year of post graduate work and thirty (30) college or
25 university units. It is not an emergency credential, a partial credential, an intern

1 credential or any other special circumstances credential which the State may
2 institute or establish in the future.

3 (3). Teachers without a Regular Credential will:

4 (a). Be placed in Class I

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

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

7 (4). Unit members in Class II on July 1, 1999, shall remain in Class II until they
8 receive a Regular Credential and earn thirty (30) units.

9 (5). Classes:

10 I. BA/BS Degree, but no Regular Credential

11 II. BA/BS Degree, plus fifteen (15) units, but no Regular Credential

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

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

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

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

19 (6). Reassignment to a higher classification shall become effective in accordance with
20 "Miscellaneous" G (1) below.

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

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

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

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

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

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

7 (4). All work must be a grade of C, B or A, pass or credit.

8 C. For horizontal placement, prior administrative approval of the program and/or
9 courses must be obtained, unless in major, minor of teaching field.

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

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

14 F. Extra Services:

15 (1). There are certain teaching positions which, because of inherent administrative
16 responsibilities or because of summer responsibilities, should receive
17 additional compensation. At the discretion of the administration and the
18 Board, allowances may be made to personnel carrying additional
19 responsibilities beyond the normal load. Upon request, the President of the
20 LBTA will be notified, in writing, of the assignment and additional
21 compensation.

22 (2). All teachers should be expected to assume some extra school activities as part
23 of their regular teaching day. This would include class or club activities, bus
24 chaperoning, with consideration that the administration will distribute the load
25 evenly throughout the faculty.

1 G. Miscellaneous

- 2 (1). Contracts will be written after the first school board meeting in April and re-
3 written if credit and/or credential requirements are met and submitted to the
4 District Office by September 15. However, if change of status is anticipated,
5 notification, in writing, must be given the District Superintendent by April 1.
6 Work undertaken and completed during the summer preceding the current
7 teaching year will be applied and accredited to the teacher's present record. An
8 official transcript is needed. The responsibility of submitting correct data and
9 qualification for placement and reclassification rests with the teacher.
- 10 (2). No members of the bargaining unit shall be involved in evaluating teacher's
11 units.
- 12 (3). As each new teacher enters the system, he/she must have on file, within ninety
13 days after employment, a transcript of his/her work evaluated on the placement
14 form provided by the administration. A confirmation letter verifying the
15 number of upper division/graduate level units accepted by the District will be
16 sent within forty-five (45) days of initial employment. The current salary
17 placement shall remain the same or be adjusted accordingly to reflect the
18 number of upper division/graduate level units credited.
- 19 (4). If a teacher is dissatisfied and feels there should be an adjustment made in
20 his/her salary or position, he/she may grieve it through the normal grievance
21 procedure.
- 22 (5). If a teacher is employed for a minimum of seventy-five (75) percent of the
23 school year, he/she shall be given credit for that year's experience for salary
24 schedule advancement purposes.

- 1 (6). Teachers hired for the 2000-2001 school year shall be given credit for a
2 maximum of seven (7) years experience for initial placement on the salary
3 schedule. Beginning with the 2001-2002 school year and thereafter, teachers
4 shall be given credit for a maximum of nine (9) years experience for initial
5 placement on the salary schedule. Teaching experience, for salary schedule
6 placement purposes, shall include all experience in positions requiring
7 certification qualifications.
- 8 (7). The District shall provide each teacher, at his/her request, by April 30th of each
9 school year, with a statement of the number of units that the District has on file
10 for him/her.
- 11 (8). If a new job classification is established, the Board will negotiate with the
12 Association over the appropriate salary for that classification. If possible, said
13 negotiations shall take place prior to the filling of the position. If it is not
14 possible to complete negotiations prior to the filling of the position, the salary
15 subsequently agreed upon shall be retroactive to the first day the position was
16 filled.
- 17 (9). If there is any substantial change in the duties of any existing job assignment,
18 the Board will negotiate with the Association regarding possible modifications
19 in the salary for such position and any modification in the salary for such
20 position agreed to will become effective retroactive to the first day the change in
21 duties became effective.
- 22 (10). Any vacancy in the coaching staff shall be advertised within the school for the
23 vacancy; and, if no applications are received or selection made, then the
24 position shall be advertised within the District.

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

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

8 (13). Beginning with the 2000-2001 school year, teachers who have a special
9 education credential and are assigned to teach in the special education program
10 shall have a negotiated stipend added to their salary. Teachers assigned to teach
11 in the special education program during the 1999-2000 school year will
12 continue to receive the negotiated stipend providing they:

13 (a). Remain teaching in the special education program

14 (b). Have the appropriate credential or are actively pursuing their
15 special education credential

16 (c). Complete their credential by June 30, 2004.

17 The purpose of the negotiated stipend is to attract fully-credentialed special
18 education teachers.

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

23 (15). Effective July 1, 2010, Los Banos High School, Pacheco High School, and Los
24 Banos Jr. High School will have one department chair per department. The
25 principal shall appoint Department Chairs. The appointee may decline. The

1 principal will consult with the teaching staff and departments to identify
2 appropriate department divisions. Any plan to restructure the existing
3 departmental format will be subject to agreement by the majority of the teaching
4 staff and site administrators.

5 (16) Shared Teaching Assignments

6 Eligibility

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

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

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

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

18 Hours and Responsibilities

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

21 B. Both teachers shall meet with the principal before school opens to establish
22 exact working days and meeting responsibilities. Although the teacher not on
23 duty will not normally be required to attend staff meetings, both teachers shall
24 attend parent conferences, open house, and back to school nights. Both teachers

1 are expected to attend specific in-service meetings and to work a full day on the
2 two calendared teacher orientation days.

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

6 Salary, Leaves, and absences

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

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

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

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

25 Health Plan

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

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

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

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

16 (20) Reassignment Due to Grade Level Fluctuations:

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

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

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

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

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

6
7 2. Extra Pay for Extra Duty:

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

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

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

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

14 E. Upon the resignation of any of the parties in a split assignment, the remainder of the stipend
15 will not be shared, unless the resignation occurs prior to the start of the assignment.

16 F. New extra duty category placements will be submitted to the Los Banos Teachers'
17 Association for recommended levels of placement prior to inclusion on the Extra Duty
18 Schedule.

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

20 Extra Duty Stipends will be scheduled for payment by the nature of the assignment. (See
21 Exhibit "C")

22 3. Payment for Non-Teaching & Extracurricular Duties

23 A. It is understood that field trips, outdoor education (6th grade), open house, parent
24 club, parent-teacher conferences, school board presentations, supervision of
25 dances, clubs, homecoming activities, rooter bus duty and supervision of athletic

1 events, when assigned, are a part of basic teacher responsibility. These duties
2 must be student-supervision oriented.

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

5 (Exhibit D)

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

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

- 9 1. Family care of the employee's dependent(s).
- 10 2. Serious illness of a member of his/her immediate family as defined in
11 Education Code Section 45194. The District shall require a physician's
12 written statement that the employee was required to be in attendance of
13 the immediate family member during the period of serious illness.
- 14 3. Other reasons as identified in Article IX,4B (4). (Personal Necessity)

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

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

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

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

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

4 4. District Units for Advancement on the Salary Schedule

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

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

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

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

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

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

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

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

20 H. The Office of the Assistant Superintendent of Educational Services shall arrange
21 for, supervise, be responsible for and decide when these classes shall be offered.

22 5. Recouping of Overpayments

23 A. The parties acknowledge that due to the multi-track year round work calendar
24 and 12 month pay schedule for certificated employees at certain times during the
25 work year an employee will have been overpaid for service performed as of a

1 particular date. For most employees such overpayments are reconciled at the end
2 of the school year. However, the parties acknowledge that certain certificated
3 employees who go out on extended illness or injury leave, or who leave
4 employment mid-year, may remain in overpaid status. In order to correct such
5 overpayments, the District shall offset employee wages on the certificated
6 employee's June paycheck or on the certificated employee's final paycheck if the
7 individual leaves District employment.

8
9 **ARTICLE VII**

10 **STAFF DEVELOPMENT DAYS**

- 11 1. Staff Development Days
- 12 A. There shall be two (2) annual voluntary staff development, commonly referred to
13 as "buyback days", days held in addition to the regular work year. This section
14 shall be amended for the 2009-2010 school year to allow only 1 annual voluntary
15 staff development day. This section shall be amended for the 2010-2011 school
16 year suspending staff development days for the 2010-2011 school year. Staff
17 development that is required due to Program Improvement status of the district
18 shall be paid at the per diem rate and funded categorically. The parties mutually
19 agree that buy back days are an automatic re-opener for the 2011-2012 school
20 year.
- 21 B. The days will be conducted in the manner required to qualify for state grant funds.
- 22 C. The District may schedule them as a full day or in portions less than a full day
23 (for example – two (2) one-half (1/2) days or three (3) one-third (1/3) days).
24 These partial days may be scheduled after a normal workday, on weekends, in the
25 summer or at other times when a teacher is off-track.

1 D. Attendance at staff development days is voluntary and in no way is to be
2 considered mandatory.

3 E. Unit members qualifying for staff development days because of the State funding
4 procedure are those unit members providing direct instruction to students and are
5 the only unit members qualifying for the stipend. Ineligible unit members will be
6 notified on an annual basis. This notification will take place each school year
7 prior to the first class held for staff development.

8 2. Subsequent Changes to the Program

9 A. The number of staff development days shall be reduced and the Association
10 consulted if either of the following occurs:

11 (1). The State eliminates or reduces State funding for this program.

12 (2). The District demonstrates that the amount of the State funding for the program
13 fails to cover the District's costs to offer staff development training.

14 B. The Association Bargaining Team and the District agree to meet prior to May 1 or
15 ten (10) working days after the last staff development day, whichever occurs last,
16 each year to determine whether to extend the program or to make any mutually
17 agreed upon revisions. The yearly meeting is not required when both parties
18 mutually agree that one is not necessary for that year.

19 3. Per Diem Stipend

20 A. Unit members eligible to attend staff development days, as defined in one (1) E
21 above, shall receive a payment for each full day of staff development attended
22 equal to their per diem rate of pay determined by their placement on the salary
23 schedule.

24 B. The stipend cannot be earned for less than a full day of attendance.

1 C. The stipend is determined by the unit member's placement on the salary schedule
2 but is not part of the salary schedule.

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

6 E. Payments for staff development days attended during the school year will be
7 made in December, March and July. Due dates for submission of a request for
8 payment will be:

- 9 • No later than December 1st for a December payment.
- 10 • No later than March 1st for a March payment.
- 11 • No later than June 30th for a July payment.
- 12 • No requests submitted after June 30th will be paid.
- 13 • The Personal Staff Development Log must be submitted to the Assistant
14 Superintendent for Educational Services to be approved for payment.

15 F. Once an employee submits their request for staff development payment, they will
16 receive no further payments, even if they have not completed the allowable
17 number of days upon the first submission. Any days after initial submission for
18 payment will not be reimbursed.

20 **ARTICLE VIII**

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

22 1. Employee Health & Welfare Benefits

23 A. All unit members will participate in CVT Prudent Buyer Plan "D" with an option
24 to upgrade to CVT Prudent Buyer Plan "A". The unit member will contribute the
25 additional premium necessary for Plan A coverage.

1 B. Beginning October 1, 2002, the district shall pay a base plan year contribution of
2 \$646.36 monthly plus up to and including an 8.5% increase in said contribution
3 for hospitalization and accident, including prescription, multiphasic, vision and
4 dental insurance through group plans offered by Central Valley Health and
5 Welfare Trust (CVT). Any increase above the 8.5% increase will be paid by the
6 unit member. It is agreed and understood that the 8.5% eliminates the additional
7 \$9 per month contribution paid by the district for those employees who choose
8 Plan A. When Plan D increases less than 8.5% in a given year, the difference will
9 not be “banked” to cover future years’ health benefit cost. The district will
10 annually cover up to an 8.5% increase on the prior year’s base.

11 Article VIII – Health Benefit Examples

12 2002-03

13 If the CVT plan increases 5% on October 1, 2002, the new Plan D rate will be
14 \$678.68 (\$8144.16 per plan year*). As the district agreed to pay up to 8.5% more
15 (\$646.36 + 8.5% = \$701.30 or \$8145.60 per plan year*), the entire Plan D
16 premium will be paid by the District.

17 The new Plan A rate would be \$742.73 per month (\$8912.76 per plan year*), the
18 district will contribute \$678.68 (\$8144.16 per plan year*), the employee will
19 contribute \$64.05 per month (\$768.60 per plan year*). As employee contributions
20 are taken over ten months rather than twelve, the actual deduction would be
21 \$76.86 per month, September through June.

22 2003-04

23 If the CVT plan increases 15% on October 1, 2003, the new Plan D rate will be
24 \$780.48 (\$9365.76 per plan year*). As the district agreed to pay up to 8.5% more
25 (\$678.68 + 8.5% = \$736.37 or \$8,836.44 per plan year*), the employee will

1 contribute \$44.11 per month (\$529.32 per plan year*). As employee
2 contributions are taken over ten months rather than twelve, the actual deduction
3 would be \$52.93 per month, September through June.

4 The new Plan A rate would be \$854.14 (\$10249.68 per plan year*), the district will
5 contribute \$736.37 (\$8,836.44 per plan year*), the employee will contribute
6 \$117.77 (\$1,413.24 per plan year*). As employee contributions are taken over
7 ten months rather than twelve, the actual deduction would be \$141.32 per month,
8 September through June.

9 Please note that the above examples are for full-time employees.

10 *Definition of Plan Year: Central Valley Trust Benefit Plan Year,
11 October 1 – September 30.

12 2. Medical Insurance for Retirees

13 A. Unit members who have worked for the District a minimum of twenty (20) school
14 years of full-time service and have reached the age of fifty-five (55) shall be
15 eligible for the retirees' medical insurance, prescription and multiphasic benefits
16 upon retirement until the retiree reaches the age of sixty-seven (67) years or until
17 Medicare eligible, which ever occurs first. Should Item three (3), below,
18 Retirement/Longevity, be eliminated, then twenty (20) shall be changed back to
19 twelve (12). Starting July 1, 2010 unit members who have worked for the District
20 for a minimum of twenty (20) school years of full-time service must reach the age
21 of fifty-seven (57) to be eligible for retirees' medical insurance, prescription and
22 multiphasic benefits. Starting July 1, 2020, unit members who have worked for
23 the District for a minimum of twenty (20) school years of full-time service must
24 reach the age of fifty-nine (59) to be eligible for retirees' medical insurance,
25 prescription and multiphasic benefits. Starting July 1, 2020 unit members who

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

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

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

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

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

19 3. District Retirement/Longevity Benefit

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

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

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

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

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

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

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

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

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

3 E. The benefit shall be paid to the employee or their estate in one lump-sum
4 payment, less withholdings and taxes, in January of the fiscal year following the
5 unit member's retirement.

6 F. This program shall be offered each year through June 30, 2002. Thereafter, this
7 program shall be offered each school year ending in an even numbered year (for
8 example, the 2003-2004 school year). Starting July 1, 2010 this program shall be
9 offered each school year.

10 **ARTICLE IX**

11 **LEAVES**

12 1. **Sick Leave**

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

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

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

19 D. The accumulated sick leave becomes available on the first required service day of
20 the annual duty year.

21 E. Sick leave for employees on less-than-full-time duty shall be in proportion as their
22 employment is to full time.

23 F. The Board may require a physician's verification of illness if the teacher has been
24 on sick leave for five (5) or more consecutive school days. Such ruling shall not

1 discriminate against evidence of treatment and the need therefore by the practice
2 of the religion of any well-recognized church or denomination.

3 2. Extended Illness Leave –

4 A. The District will continue its current practice of providing differential pay to
5 employees on extended illness or injury leave pursuant to Education Code section
6 44977(i.e., the difference in pay between the employee and a substitute, whether
7 or not a substitute is actually hired).

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

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

15 3. Personal Leave

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

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

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

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

24 4. Personal Necessity Leave

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

4 B. Acceptable reasons for personal necessity are:

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

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

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

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

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

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

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

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

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

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

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

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

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

17 5. Bereavement Leave

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

1 daughter, daughter-in-law, brother or sister of the employee or any relative living
2 in the immediate household of the employee.

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

5 6. Jury Duty Leave or Subpoenaed Witness

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

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

12 7. Pregnancy Leave

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

15 8. Child Rearing Leave

16 A. Short-Term Child-Rearing Leave Without Pay

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

21 B. Long-Term Child-Rearing Leave Without Pay

22 (1).Long-term child-rearing leave without pay is designed for the purposes of
23 parental rest and child care, and may be granted for a period of one(1) school
24 year. Extension of the leave may be granted by the Board of Education

1 beyond the one (1) year period, but not to exceed two (2) school years. This
2 leave can be used for a natural-born or adopted child.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 E. During any paid leave of absence, the employee shall endorse to the District the
24 temporary disability indemnity checks received on account of his/her industrial
25 accident or illness. The District, in turn, shall issue the employee appropriate

1 salary warrants for payment of the employee's salary and shall deduct normal
2 retirement and other authorized contributions. Any employee receiving benefits
3 as a result of this section shall, during periods of injury or illness, remain within
4 the State of California unless the Governing Board authorizes travel outside the
5 State.

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

10 10. Sabbatical Leave

11 A. Purpose

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

14 B. Eligibility

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

20 C. Extent and Distribution of Leaves

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

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

4 D. Application Procedure

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

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

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

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

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

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

18 E. Sabbatical Leave Requirements

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

23 (2).While on sabbatical leave for study, a certificated employee shall complete at
24 least ten (10) semester units of upper division or graduate work for each
25 semester of leave granted. These courses shall be exclusive of

1 correspondence courses. Previous to such leave, the courses must be
2 approved by the Superintendent. Transcripts, or other evidence of
3 completion, shall be submitted to the Superintendent's office within thirty
4 (30) days after the employee's return to duty.

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

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

17 F. Compensation While on Sabbatical Leave

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

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

24 (3).Applicants who desire to receive salary allowance while on sabbatical leave
25 must furnish a suitable bond indemnifying the District for any salary paid the

1 employee during the period of the sabbatical leave in the event the employee
2 fails to return to render two (2) full years of service to the District following
3 the termination of the sabbatical leave, or in the event the employee fails to
4 satisfactorily carry out the program of study or the itinerary of the approved
5 trip.

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

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

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

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

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

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

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

7 H. Accident and Illness While on Sabbatical Leave

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

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

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

17 11. Study Leave

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

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

23 C. A teacher granted a study leave may continue to participate in the district's group
24 insurance plans. The total premium paid for said insurance coverage shall be paid
25 in advance on the first day of the month following the last coverage month of

1 active employment. Post-dated checks for the number of months on study leave
2 will be accepted in lieu of full payment. Failure to make the premium payment as
3 stipulated will terminate coverage.

4 12. Catastrophic Leave Bank

5 A. Creation

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

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

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

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

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

19 B. Eligibility and Contributions

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

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

- 1 (3). Unit members who elect not to join the Bank upon first becoming eligible
2 have a waiting period of one school year after joining the Bank before
3 becoming eligible to withdraw from the Bank.
- 4 (4). The contribution, on the appropriate form, shall be authorized by the unit
5 member and continued from year to year until canceled by the unit member.
- 6 (5). Cancellation occurs automatically whenever a unit member fails to make
7 his/her annual contribution or assessment. Cancellation, on the proper form,
8 may be effected at any time and the unit member shall not be eligible to draw
9 from the Bank as of the effective date of the cancellation. Sick leave
10 previously authorized for contribution to the Bank shall not be returned if the
11 unit member effects cancellation.
- 12 (6). Contributions shall be made within thirty (30) days of the first day of service
13 of each school year. Unit members returning from extended leave which
14 included the enrollment period and new hires will be permitted to contribute
15 within thirty (30) calendar days of beginning work. The District shall supply
16 enrollment forms for the Bank to all new unit members and those unit
17 members returning from leave.
- 18 (7). The annual rate of contribution by each participating unit member for each
19 school year shall be limited to one (1) day of sick leave which shall be
20 deemed to equate to the legal minimum required by *Education Code* 44043-5.
- 21 (8). An additional day of contribution will be required of participants if the
22 number of days in the Bank falls below one hundred (100). Bank unit
23 member participants who are drawing from the Bank at the time of assessment
24 will not be required to contribute to remain eligible to draw from the Bank.

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

5 C. Withdrawal from the Bank

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

- 1 (2.) Unit members must use all sick leave, but not differential leave, as defined in
2 Article VIII, Section 1, available to them before eligible for a withdrawal from
3 the Bank.
- 4 (3). Unit members who have exhausted sick leave, but still have differential leave
5 available, are eligible for a withdrawal from the Bank. The District shall pay
6 the unit member full pay and the Bank shall be charged one-half (1/2) day.
- 7 (4). The first twenty (20) days of illness or disability (10 days for first-year
8 teachers), must be covered by the unit member's own sick leave, differential
9 leave or leave without pay the first time said unit member qualifies for a
10 withdrawal from the Bank. Differential leave shall run concurrently with
11 catastrophic leave from the Bank. For subsequent withdrawals within twelve
12 (12) consecutive months, the first five (5) duty days of illness must be covered
13 by the unit member's own sick leave, differential leave or leave without pay.
- 14 (5). If a unit member is incapacitated, applications may be submitted to the
15 Committee by the participant's agent or member of the unit member's family.
- 16 (6). Withdrawals from the Bank shall be granted in units of no more than thirty
17 (30) duty days. Unit members may submit requests for extensions of
18 withdrawals as their prior grants expire. A unit member's withdrawal from
19 the Bank may not exceed the statutory maximum period of twelve (12)
20 consecutive months.
- 21 (7). Unit members applying to withdraw or extend their withdrawal from the Bank
22 will be required to submit a doctor's statement indicating the nature of the
23 illness or injury and the probable length of absence from work. Members of
24 the Committee shall keep information regarding the nature of the illness

1 confidential. A unit member's withdrawal may not exceed the statutory
2 maximum period of twelve (12) consecutive months.

3 (8). The lifetime maximum that a member can withdraw from the Catastrophic
4 Leave Bank is 20 days less than the contracted work year of the member. (e.g.
5 Contracted work year is 182 days, member would be eligible for a lifetime
6 maximum withdrawal of 162 days, 82 days minus 20 days.

7 (9). If a unit member has drawn thirty (30) Bank days and requests an extension,
8 the Committee may require a medical review by a physician of the
9 Committee's choice at the unit member's expense. The Committee shall
10 choose only a physician who qualifies under the District-offered insurance
11 policy. Refusal to submit to the medical review will terminate the unit
12 member's continued withdrawal from the Bank. The Committee may deny an
13 extension of withdrawal from the Bank based upon the medical report. The
14 participant may appeal any termination under the procedures outlined in
15 Section 13 below.

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

1 claim, the unit member may draw from the Bank; but, upon settlement of the
2 claim, the Bank shall be reimbursed the days by the District.

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

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

20 (13). Withdrawals shall become effective immediately upon the exhaustion of sick
21 leave or the waiting periods provided for in Sections A-3 and C-4, whichever
22 is greater. For example, if a unit member contributed when first eligible to
23 contribute (section A-3) and had twenty (20) days of accumulated sick leave
24 when the illness began (section C-4), he/she shall begin withdrawing upon the
25 twenty-first (21st) duty day, if otherwise eligible. If the unit member had

1 twenty-five (25) days of sick leave at the beginning of the illness, he/she shall
2 begin withdrawing days on the twenty-sixth (26th) duty day. If the unit
3 member had five (5) days of sick leave at the beginning of the illness, he/she
4 shall begin withdrawing on the twenty-first (21st) duty day.

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

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

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

13 D. Administration of the Bank

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

18 (2). The Committee's authority shall be limited to administration of the Bank.
19 The Committee shall approve all properly-submitted requests complying with
20 the terms of this Article. Withdrawals may not be denied on the basis of the
21 type of illness or disability.

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

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

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

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

8 (b). The number of days contributed by unit members for the current
9 year.

10 (c). The names of participating unit members.

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

12 (6). By the tenth (10th) days of each calendar month, the District shall notify the
13 Committee of the following:

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

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

18 (c). The total number of days in the Bank at the beginning of the
19 previous month.

20 (d). The total number of days added to the Bank by new participants
21 and the District's match.

22 (e). The total number of days awarded during the previous month and
23 to whom they were awarded.

24 (f). The total number of days remaining in the Bank on the last day
25 of the month.

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

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

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

9
10 **ARTICLE X**

11 **TRANSFERS**

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

14 2. Voluntary Transfers

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

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

- 1 2. If the position is not filled by site personnel, the position will be advertised
- 2 district-wide for 5 days.
- 3 3. If the position is not filled by district personnel, the position may be filled by
- 4 an outside applicant.
- 5 4. After April 15, all postings shall be open to all qualified applicants (internal
- 6 and external) pursuant to Ed. Code 35063.
- 7 C. The Superintendent, or his/her designated representative, will give consideration
- 8 to the preference requested but may deny transfer if, in his/her opinion, it is in the
- 9 best interest of the District.
- 10 D. Upon request of applicant, reasons for denial of a transfer shall be supplied to
- 11 him/her.

12 3. Involuntary Transfers

- 13 A. The District reserves the right to transfer certificated staff to meet the needs of the
- 14 District. Involuntary transfers to C.O.R.E. are not allowed for classroom teachers.
- 15 District needs for Special Services shall be worked out with the Bargaining Team
- 16 on a case-by-case basis.
- 17 B. A teacher reassigned to a newly-formed class, or a class for which advance
- 18 planning and preparation was not made, after the first orientation day of a school
- 19 year shall be allowed two (2) duty days (orientation days or teaching days) to
- 20 prepare for the new assignment. In addition, the reassigned teacher shall have the
- 21 support of a substitute teacher during the first two (2) days of service in the new
- 22 assignment. During these two (2) days, the newly assigned teacher shall have the
- 23 right to leave the classroom as he/she deems necessary.
- 24 C. The District shall provide reasonable assistance in moving the transferred
- 25 teacher's personal teaching materials to the new location.

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

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

5 4. 2009-2012 Pacheco High School Transfer Language (or until 9-12 status is achieved)

6 A. Preface: When Pacheco High School opens, Los Banos Unified School District
7 will split one comprehensive high school into two comprehensive high schools.
8 The transfer needs to be handled in such a way as to split Los Banos High School
9 into two schools. In order to accomplish this, the following criteria will be used:

- 10 1. The district will determine the number of teaching positions needed at Pacheco
11 High School. Los Banos High School teachers will be notified of the positions.
- 12 2. Current teachers at Los Banos High School will be allowed to apply for open
13 positions at Pacheco High School within their current department. English
14 teachers can apply for English openings, math teachers can apply for math
15 openings, etc.
- 16 3. Pacheco High School administration, working with Los Banos High School
17 administration, has the right to select teachers from the list of applicants to fill
18 positions taking into account credentialing issues and the ability to teach required
19 classes due to credentials held.
- 20 4. Los Banos High School should not be left with openings which cannot be filled
21 with the remaining staff within the department.
- 22 5. Once the initial openings are filled, a second round of voluntary transfers will take
23 place, if needed, using the same criteria established for the first round of
24 voluntary transfers.

- 1 6. After two rounds of voluntary transfers, if there are still vacancies at Pacheco
2 High School, the district has the right to involuntarily transfer Los Banos High
3 School teachers to Pacheco High School. A teacher can be involuntarily
4 transferred into the same department in which the teacher currently teaches. For
5 example, only English teachers can be transferred into English positions. The
6 district will work with the association on all involuntary transfers.
- 7 7. Once again, Los Banos High should not be left with openings which cannot be
8 filled with the remaining staff within the department after the involuntary transfer
9 process is complete. This may necessitate sharing staff between Los Banos High
10 School and Pacheco High School.
- 11 8. In the event that a vacancy occurs at Pacheco High School after all possible
12 transfers have taken place, existing contact language shall be used.

14 **ARTICLE XI**

15 **CLASS SIZE**

- 16 1. K-3 class sizes will not exceed 29, and 4-6 class sizes will not exceed 31, except as
17 provided in Section 2.
- 18 2. The class sizes indicated in Section 1 may be exceeded; but if they are exceeded by
19 more than two (2) pupils, the following actions will be taken:
 - 20 (A). Additional classroom aide or aide time shall be added to the affected class.
 - 21 (B). When a teacher's class size exceeds the levels indicated in 1 by more than two
22 (2), additional students shall not be added to such teacher's class when
23 another teacher at the same school and same grade level has less students in
24 his/her class, unless there is a reasonable basis for not balancing classes at that
25 site and grade level.

- 1 3. The first register month will be exempt from the above provisions, and such
- 2 provisions will be implemented the first Monday after the first register month.
- 3 4. 3-4 combination classes will be considered in the K-3 category for the purpose of
- 4 Section 1.
- 5 5. “EQUITABLE DISTRIBUTION”: As nearly as practicable, students shall be
- 6 distributed equitably among classes within a grade level by gender, ability and
- 7 numbers.

11 **ARTICLE XII**

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

- 13 1. The employee must have reached the age of fifty-five (55) prior to reduction in
- 14 workload.
- 15 2. The employee must have been employed full time in a position requiring certification
- 16 for at least ten (10) years, of which the immediately-preceding five (5) years were full-
- 17 time employment.
- 18 3. The option of part-time employment must be exercised with the mutual consent of the
- 19 Board and the employee and can be revoked only with the mutual consent of the Board
- 20 and the employee.
- 21 4. The employee shall be paid a salary which is the prorate share of the salary he/she
- 22 would be earning had he/she not elected to exercise the option of part-time
- 23 employment, but shall retain all other rights and benefits for which he/she makes the
- 24 payments that would be required if he/she remained in full-time employment. The

1 employee shall receive health benefits as provided in Section 53201 of the Government
2 Code in the same manner as a full-time employee.

3 5. The minimum part-time employment shall be the equivalent of one-half of the number
4 of days of service required by the employee's contract of employment during his/her
5 final year of service in a full-time position.

6 6. Any teacher who is interested in participating in the program shall notify the Human
7 Resources Certificated Personnel Office no later than March 15th.

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

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

11
12 **ARTICLE XIII**

13 **SAFETY**

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

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

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

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

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

- 1 E. Teachers shall not be required to work under unsafe conditions or to perform
2 tasks which endanger their health, safety or well-being. The District shall provide
3 adequate pest control for ants, mice, spiders, et cetera.
- 4 F. The District shall provide and maintain adequate lighting which complies to
5 accepted State standards.

6
7 **ARTICLE XIV**

8 **GUIDELINES FOR TEACHERS' CONFERENCES**

9 1. **Conference Fund**

- 10 A. The District will continue to provide a teacher conference fund to be allocated in a
11 fair and equitable manner by the Los Banos Teachers' Association.
- 12 B. The Teachers' Conference Fund Committee shall formulate guidelines for the
13 administration of the fund.
- 14 C. The Conference Fund shall be used for teachers to attend conferences, seminars,
15 conventions, clinics, workshops and professional meetings that are related to the
16 assigned field, or to a prospective assignment, or the teaching field, or the major
17 or minor field of the applicant. The funds will not be used to attend classes for
18 movement on the salary schedule. Conference funds shall not be used for
19 employee organization activities.
- 20 D. The Los Banos Unified School District shall make application forms available at
21 each school site.
- 22 E. The Superintendent shall be notified, in writing, by the Teachers' Conference
23 Committee at least five (5) school days prior to the first day of attendance at a
24 conference or other in-service situation. The Superintendent will then make the
25 necessary arrangements with the site principal.

1 F. Any conference funds not spent during one fiscal year shall be added to the
2 following year's allocation.

3 G. For the 2001-2002 school year, the teacher conference fund shall be \$20,311.00.
4 Each year thereafter, the conference fund allocation will be adjusted by the same
5 percentage as that applied to the certificated salary schedule.

6
7 **ARTICLE XV**

8 **PERSONNEL FILES**

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

- 1 5. Upon written authorization by the teacher, a representative of the Association
2 shall be permitted to examine and/or obtain copies of materials in such teacher's
3 personnel file. Costs for such copies shall be incurred by the Association, and a
4 receipt shall be provided the Association.
- 5 6. Material placed in a teacher's personnel file shall be dated and signed by the
6 originator, and a copy transmitted to the teacher concerned.
- 7 7. Access to personnel files shall be limited to the members of the District
8 administration on a need-to-know basis. Board of Education members may
9 request the review of a teacher's file at a personnel session of the Board. The
10 contents of all personnel files shall be kept in the strictest confidence.
- 11 8. Personnel files may be purged by mutual agreement.

13 **ARTICLE XVI**

14 **GRIEVANCES**

15 1. **Definitions**

- 16 A. A "grievance" is a good faith allegation by a grievant that he or she has been
17 adversely affected by a violation of this Agreement.
- 18 B. A "grievant" may be any employee(s) covered under the terms of this contract, or
19 the Association.
- 20 C. The "representatives of the Association" will be two (2) members of the
21 Association appointed by the President of the Association to aid in the processing
22 of grievances on released time. If the grievant is present, then only one (1)
23 representative will be released.

1 D. A “day” for the purposes of this Article, is any day in which the Central
2 Administrative Offices of the Los Banos Unified School District are open for
3 business.

4 E. The Superintendent, for the purpose of this Article, shall be defined as “the
5 Superintendent or the Superintendent’s designee”.

6 2. Informal Level

7 A. A grievant is encouraged to resolve the grievance at an informal conference with
8 his/her immediate supervisor.

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

10 3. Formal Level

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

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

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

17 D. Level One

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

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

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

4 E. Level Two

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

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

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

15 F. Level Three

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

- 1 (2). If the Association and the Board of Education mutually agree to bypass the
2 hearing, the grievance shall advance to Level Four number two (2), within
3 five (5) days of the decision to bypass Level Three.
- 4 (3). The statement of appeal to the Board of Education shall include a copy of the
5 original grievance and appeal, the decision rendered and a clear, concise
6 statement of the reasons for the appeal.
- 7 (4). The informal hearing must be held by the Board of Education within twenty
8 (20) days after the District receives the appeal.
- 9 (5). The informal hearing shall be held in closed session. The Association and the
10 District shall discuss the various aspects of the grievance in the presence of
11 the Board of Education. If the grievance was originally filed by an individual,
12 he/she may be present and shall be allowed to present a clear and concise
13 statement which explains his/her rationale for the grievance.
- 14 (6). At the informal hearing before the Board of Education, the Association must
15 specify the remedy it seeks as a resolution to the grievance.
- 16 (7). The Board of Education may communicate its decision in writing to the
17 grievant and the Association within five (5) days after the informal hearing.

18 G. Level Four

- 19 (1). If the Board of Education fails to respond within the time limit specified in
20 Level Three or if the grievant is not satisfied with the decision rendered,
21 he/she may, within five (5) days file with the LBTA on the grievance form, a
22 request to appeal the decision to Level Four. A duplicate of the request sent to
23 the LBTA shall be filed with the Superintendent. Upon receiving the
24 grievant's request for a Level Four hearing, the LBTA has twenty (20) days to
25 make a decision. Should the LBTA agree to an appeal to Level Four, it must

1 submit a request in writing for binding arbitration of the dispute to the
2 Superintendent within five (5) days after the appeal to Level Four is approved
3 by the LBTA.

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

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

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

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

23
24 **ARTICLE XVII**

25 **PERSONNEL EVALUATION**

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

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

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

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

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

10 4. Definition of Terms

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

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

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

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

19 6. Process

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

23 B. Each certificated employee will develop and continuously monitor and, if
24 necessary, modify the individual instructional plan. This plan, as approved by the
25 prime evaluator, is the basis for evaluation of performance. The plan will include

1 the domains of professional responsibility as outlined in the certificated
2 evaluation form (Exhibit F) in order to evaluate the evaluatee as required by
3 Education Code Section 44662.

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

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

8 (2). A copy of the Stull Bill.

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

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

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

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

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

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

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

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

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

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

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

9 J. Certificated employees shall have the opportunity to append written statements of
10 their views to any part of the evaluation document, and such statements shall be
11 permanent parts of their personnel record.

12 K. A disagreement which arises over the acceptability of the member's specific
13 objectives shall be mediated by a mutually-acceptable site or district administrator
14 whose decision shall be final.

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

17 (1). Classroom Observations:

18 (a). Teacher requested for specific purpose

19 (b). Evaluator requested for specific purpose

20 (c). Unannounced observation

21 (d). Other as mutually agreed upon

22 M. Evaluation and assessment of the performance of each certificated employee shall
23 be made on a continuing basis, at least once each school year for probationary
24 personnel, and also the first year after attaining permanent status. At the initial
25 Stull Bill conference of the second year of permanent status and for all teachers

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

24 N. Any permanent certificated employee that has received "Overall Evaluation-Does
25 Not Meet Standards", will be referred to the PAR Program as outlined in Article

1 XVIII of the Agreement. The site administration will also develop an
2 improvement plan for the employee. Failure to make satisfactory progress will
3 result in further action by the District. The employing authority shall annually
4 evaluate the employee until the employee achieves an “Overall Evaluation-Meets
5 Standards” or is separated from the District. Any evaluation performed pursuant
6 to this article which contains “Needs Strengthening” or “Does Not Meet
7 Standards” rating of an employee’s performance in the area of teaching methods
8 or instruction may include the requirement that the certificated employee shall, as
9 determined necessary by the employing authority, participate in a program
10 designed to improve appropriate areas of the employee’s performance and to
11 further pupil achievement and the instructional objectives of the employing
12 authority.

13
14 **ARTICLE XVIII**

15 **PEER ASSISTANCE AND REVIEW**

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

23 1. **Participants**

- 24 A. All members of the bargaining unit.
- 25 B. Teacher, as used in this Article, is any member of the bargaining unit.

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

2 A. Referred Teacher

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

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

1 II. Referred Teacher continued in the program for a second year based
2 on an “Overall Evaluation-Does Not Meet Standard” by the prime
3 evaluator.

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

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

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

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

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

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

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

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

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

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

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

- 1 (1).The Panel consists of two (2) certificated classroom teachers chosen by the
- 2 Association and one (1) administrator chosen by the District
- 3 (2).Panel members will have a three (3) year, staggered term
- 4 (3).Rules and Procedures for Panel
 - 5 (a). Panel determines its own meeting schedule
 - 6 (b). A quorum is three (3) members
 - 7 (c). Meetings will take place during the teacher workday
 - 8 (d). Teachers will be released from their regular duties to attend meetings without
 - 9 a loss of pay, benefits or sick leave
 - 10 (e). Other meetings and duties may require Panel Members to meet outside the
 - 11 regular workday
 - 12 (f). Decisions of the Panel determined by a majority vote
 - 13 (g). The Chair of the Panel will alternate on an annual basis with a teacher serving
 - 14 one year and the administrative member of the Panel the following year
- 15 (4).Responsibilities and Duties of the Panel
 - 16 (a). Acquiring the training necessary to serve as Panel Members
 - 17 (b). Selecting trainers and/or training providers for participants in the PAR
 - 18 Program
 - 19 (c). Arranging training for Consulting Teachers prior to their participation in the
 - 20 program
 - 21 (d). Notifying Referred Teachers, and their site principal, of their participation in
 - 22 the PAR Program
 - 23 (e). Notifying teachers of their appointment as Consulting Teachers
 - 24 (f). Making available to Referred Teachers the list of available Consulting
 - 25 Teachers

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

1 ii. Consulting Teachers

2 iii. Referred Teachers

3 iv. Volunteer Teachers

4 v. Principals with a Referred Teacher receiving assistance

5 V. Secretarial costs

6 VI. Materials

7 VI. Other costs deemed necessary by the Panel

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

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

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

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

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

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

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

20 (6).The District will defend and hold harmless individual Panel members and
21 Consulting Teachers from any lawsuit or claim arising out of the performance of
22 their duties as described in this Article – Members of the Bargaining Unit, when
23 serving as Consulting Teachers or Panel Members as described in this Article,
24 have the same protection from liability and access to appropriate defense as other

1 public school employees pursuant to Division 8.6 (commencing with Section 810)
2 of Title 1 of the *California Government Code*

3 D. Consulting Teacher

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

6 (2).Qualifications

7 (a). A credentialed teacher with permanent status

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

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

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

13 I. Effective oral and written communication skills

14 II. Effective classroom management and discipline

15 III. A knowledge of subject matter

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

17 V. A knowledge of students and their behavior

18 (3).Selection Process

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

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

22 (c). All applicants must submit references from

23 I. Their building principal or immediate supervisor

24 II. A unit member

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

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

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

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

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

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

17 (8).Consulting teachers provide assistance to

18 (a). Referred Teachers

19 (b). Voluntary Teachers

20 (9).Release time will be provided as needed to enable Consulting Teachers to perform
21 their duties

22 (10). Consulting Teachers will not perform any management, administrative or
23 supervisory duties or evaluate teachers in any manner or under any circumstances

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

25 Bargaining Unit Members

1 (12). Responsibilities

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

5 (b). Meeting with the Referred Teacher, and, when necessary, the Referred
6 Teacher's principal, to

7 I. Discuss the PAR Program

8 II. Establish written performance goals

9 III. Develop a written assistance plan

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

12 (d). Assisting Referred Teachers by

13 I. Demonstrating

14 II. Coaching

15 III. Providing the Referred Teacher with at least one (1) written progress
16 report midway through the term of assistance

17 IV. Conferencing with the Referred Teacher concerning all reports

18 V. Implementing other programs designed to help the Referred Teacher and
19 deemed necessary by the Consulting Teacher

20 VI. Suggesting to the Referred Teacher

21 i. Professional meetings

22 ii. Workshops

23 iii. Conferences

24 iv. Other meetings or classes

25 VII. Discussing with the Referred Teacher all meetings attended in VI above.

1 (e). Documenting all assistance given to the Referred Teacher

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

4 3. Revenue

5 A. Expenditures for the PAR Program will not exceed revenues available for the
6 program under AB IX (Chapter 4, Statutes of 1999), or any successor legislation

7 B. Revenues exceeding expenditures in a given year will be carried over to the next
8 year and used only for PAR Program activities as described in this Article

9 C. The PAR Program must be funded by the State and not out of other District funds

10 D. Should State funding for the PAR Program be reduced or deleted, the District's
11 participation in the program will be reduced or deleted in proportion to the
12 available funding

13 E. Should State funding for the PAR Program be eliminated, relevant parts of this
14 Article will automatically open for negotiations

15 4. Compensation

16 A. PAR Panel members shall receive a stipend as designated on Exhibit D.

17 B. PAR Consulting Teachers shall a stipend as designated on Exhibit D.

18 C. PAR Consulting Teachers will receive an additional one hundred dollars (\$100) a
19 month with a maximum of one thousand dollars (\$1,000) for each Volunteer
20 Teacher assisted.

21
22 **ARTICLE XIX**

23 **DISCIPLINE SHORT OF DISMISSAL**

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

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

1 7. If, following the preliminary review, the Superintendent determines discipline is to be
2 administered; the District shall serve written Notice of Suspension on the unit member
3 which shall include:

4 A. A statement of the discipline and the effective date

5 B. A statement of the reason for the discipline

6 C. A statement of the unit member's right to appeal as provided in the Article.

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

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

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

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

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

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

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

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

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

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

19
20 **ARTICLE XX**

21 **PHYSICAL EXAMINATIONS**

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

- 1 2. The Board reserves the right to require a mental examination for any certificated
2 employee of the District in accordance with provisions of *Education Code* Section
3 44932. Costs of such tests will be fully incurred by the District.

4
5
6
7
8 **ARTICLE XXI**

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

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

21
22
23 **ARTICLE XXII**

24 **SAVINGS**

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

7
8
9 **ARTICLE XXIII**

10 **COMPLETION OF MEET AND NEGOTIATION**

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

18
19 **ARTICLE XXIV**

20 **MISCELLANEOUS PROVISIONS**

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

1 2. This Agreement shall supersede any rules, regulations or practices of the Board which
2 are, or may in the future, be contrary to or inconsistent with its terms.

3 3. A teacher's written notice of resignation from the district shall remain revocable until
4 the close of business on the third day following submission of the notification of
5 resignation.

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

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

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

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

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

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

22 8. Teacher on Special Assignment

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

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

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

3 9. Teacher Mileage Allowance

4 A. Refer to Board Policy #4133.

5 10. Exchange Days

6 All bargaining unit members shall be eligible for “exchange days” subject to the
7 following conditions:

8 A. Employees must apply to their site administrator one week prior to the desired
9 exchange. The request shall contain both unit members’ signatures.

10 B. The site administrator’s approval is final.

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

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

14
15 **ARTICLE XXV**

16 **YEAR-ROUND EDUCATION PROGRAMS**

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

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

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

23 C. Existing facilities are being used to their fullest potential to house students and,

24 portable classrooms have been provided up to the practical limitations of the site.

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

7 2. “WORKDAYS”:

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

16 3. “INITIAL TRACK ASSIGNMENTS” – ELEMENTARY:

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

23 (1).Certification (appropriate credential)

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

1 (3).District experience appropriate to the assignment

2 (4).Site seniority for permanent teachers

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

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

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

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

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

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

15 4. “INITIAL TRACK ASSIGNMENTS” – SECONDARY:

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

20 (1).Certification (appropriate credential)

21 (2).Site seniority for permanent teachers.

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

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

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

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

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

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

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

13 5. “CHANGE OF TRACK ASSIGNMENT”

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

17 B. Reassignment Due to Grade Level Fluctuations:

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

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

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

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

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

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

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

19 8. “PROFESSIONAL ACTIVITIES”: Teachers assigned to the Year-Round Education
20 Program shall be provided with full opportunity to serve as mentor teachers and
21 participate in District committees, SIP activities, professional growth conferences, or
22 similar professional activities, and also to apply for any leave specified in the
23 Agreement. Off-session teachers participating in otherwise uncompensated
24 professional activities requested by the District shall receive per Diem compensation.

1 Off-session teachers shall be notified by the U.S. mail of all District information that
2 on-session teachers receive on site.

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

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

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

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

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

- 1 13. “MOVING”: When a teacher must move materials to another room at the beginning or
2 ending of a track, custodial assistance shall be provided.
- 3 14. “TRANSFERS, ETC.”: Transfers, reassignments and leaves of Year-Round Program
4 employees shall be subject to Articles VIII and IX of the existing Agreement and to
5 applicable sections of this Article.
- 6 15. “AUXILIARY PERSONNEL”: Auxiliary personnel are to be assigned on a voluntary
7 basis at their per diem rate.
- 8 16. “GRIEVANCES”: Article 15, “Grievances”, Section III-b is modified so that if a
9 grievance is filed, the timelines apply to on-track days only.
- 10 17. “SABBATICAL LEAVE”: Teachers in Year-Round Education Programs may request
11 sabbatical leave for a trimester.
- 12 18. “EQUITABLE DISTRIBUTION”: As nearly as practicable, students shall be
13 distributed equitably among tracks and classes by gender, ability and numbers.
- 14 19. “DEPARTMENTAL ASSIGNMENTS”: Every effort will be made to limit the number
15 of secondary multi-departmental assignments.
- 16 20. “UNFORESEEN ISSUES”: Issues not covered in this Article shall be reconciled, if
17 possible, at the site level. Issues not so reconciled shall be subject to the negotiation
18 process.
- 19 In the event a multi-track year-round program returns to a single track calendar, teacher
20 working conditions revert to the status quo prior to the multi-track YRE conversion.
- 21 21. NOTICE OF INTENT TO RETURN”: If a unit member, without cause, fails to notify
22 the District before June 1 that he/she will remain in District service, the unit member
23 may be deemed to have declined reemployment and the unit member’s service may be
24 terminated on June 30 of that year. A unit member who gives notice of resignation
25 after May 31 but before June 30 shall be released from his/her contract within thirty

1 (30) days of the unit member's notice, or as soon as a replacement is hired for the unit
2 member, whichever occurs first. (*Education Code 44842*)

3
4 **ARTICLE XXVI**

5 **CONTRACT DISCREPANCIES**

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

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

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

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

18 BOARD OF EDUCATION

LOS BANOS TEACHERS' ASSOCIATION

19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____

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

Exhibit A

Los Banos Unified School District

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

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

901 PACHECO BOULEVARD

LOS BANOS, CALIFORNIA 93635
Telephone (209) 824-3801

May 3, 1976

REGISTERED--RETURN RECEIPT REQUESTED

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

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

Dear Sirs:

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

- (1). It does not doubt the appropriateness of the unit described in the resolution which is attached.
- (2). It does not contest the showing of majority support of the employee organization.
- (3). No employee organization filed an intervening petition during the 15 workday period described in Rule 30015.
- (4). The employer does not desire a representative election.

Sincerely,


Louis Cosans
Superintendent

- Attachments: (1). Resolution Recognizing Los Banos Teachers' Association as Exclusive Representative
(2). Certification of Service of the Above to Employee Organization

cc: Los Banos Teachers' Association
Patterson & Taggart
File

LC/dw

RESOLUTION OF RECOGNITION - CERTIFICATED EMPLOYEE ORGANIZATION

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

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

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

Ayes: 6

Noes: 0

Absent: 1



Secretary, Board of Education

Dated: April 29, 1976

**LOS BANOS UNIFIED SCHOOL DISTRICT
2011-2012 CERTIFICATED SALARY SCHEDULE**

STEP	CLASS I BA + No Regular Cred		CLASS III BA + 30 + Regular Credential		CLASS IV BA + 45 or MA + Regular Credential		CLASS V BA + 60 or MA + 15 + Regular Credential		CLASS VI BA + 75 or MA + 30 + Regular Credential	
	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual
1	\$3,242.25	\$38,907	\$3,524.00	\$42,288	\$3,665.17	\$43,982	\$3,806.00	\$45,672	\$3,947.08	\$47,365
2	\$3,383.08	\$40,597	\$3,665.17	\$43,982	\$3,806.00	\$45,672	\$3,947.08	\$47,365	\$4,087.92	\$49,055
3	\$3,524.00	\$42,288	\$3,806.00	\$45,672	\$3,947.08	\$47,365	\$4,087.92	\$49,055	\$4,229.00	\$50,748
4	\$3,665.17	\$43,982	\$3,947.08	\$47,365	\$4,087.92	\$49,055	\$4,229.00	\$50,748	\$4,370.00	\$52,440
5			\$4,087.92	\$49,055	\$4,229.00	\$50,748	\$4,370.00	\$52,440	\$4,511.08	\$54,133
6			\$4,229.00	\$50,748	\$4,370.00	\$52,440	\$4,511.08	\$54,133	\$4,651.92	\$55,823
7			\$4,370.00	\$52,440	\$4,511.08	\$54,133	\$4,651.92	\$55,823	\$4,792.92	\$57,515
8					\$4,651.92	\$55,823	\$4,792.92	\$57,515	\$4,933.92	\$59,207
9					\$4,792.92	\$57,515	\$4,933.92	\$59,207	\$5,074.83	\$60,898
10					\$4,933.92	\$59,207	\$5,074.83	\$60,898	\$5,215.92	\$62,591
11							\$5,215.92	\$62,591	\$5,356.75	\$64,281
12							\$5,356.75	\$64,281	\$5,497.83	\$65,974
13							\$5,497.83	\$65,974	\$5,638.67	\$67,664
14									\$5,779.75	\$69,357
15									\$5,920.58	\$71,047
16									\$6,061.67	\$72,740
17									\$6,202.50	\$74,430
18									\$6,343.42	\$76,121
19									\$6,484.25	\$77,811
20										
21										
Longevity 24									\$6,660.08	\$79,921
Longevity 28									\$6,836.08	\$82,033

Note 1: To achieve the 24th step in Class VI, an employee must have worked in the District at least 10 years.

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

LOS BANOS UNIFIED SCHOOL DISTRICT

EXTRA DUTY SALARY SCHEDULE – 2011-12

Exhibit C

1. CATEGORY 1 (\$5252)

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

2. CATEGORY 2 (\$4109)

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

3. CATEGORY 3 (\$3706)

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

4. CATEGORY 4 (\$3320)

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

5. CATEGORY 5 (\$2915)

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

6. CATEGORY 6 (\$2545)

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

- | | |
|-----------|---|
| A. | Paid in 12 equal payments July-June |
| B. | Paid in 4 equal payments August-November |
| C. | Paid in 4 equal payments November-February |
| D. | Paid in 4 equal payments February-May |

**Los Banos Unified School District
Negotiated Stipends
2011-12**

Home Instruction, Summer School: (\$34.71)

Special Education: (\$1424)

Outdoor School: (\$100) per day

Independent Study:

Step 1- \$29.05 per hour

Step 2- \$29.92 per hour

Step 3- \$30.75 per hour

Step 4- \$31.60 per hour

Step 5- \$32.41 per hour

Department Chair person: (\$60.63) per section taught at the site.

Hourly Rate: (\$26.77)

PAR Panel:

Panel Members: \$1,115.86 paid monthly

Consulting Teachers: \$1,115.86

Consulting teachers-Referred Teacher Assistance: \$2,231.72

GRIEVANCE FORM

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

Grievant's Name _____

Grievant's Representative (if any) _____

Grievant's Work Site _____ Assignment _____ Supervisor _____

Date Cause of Grievance Occurred: _____

Date of Informal Discussion (if applicable) _____

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

Attach a Statement of Grievance and Remedy Sought

Date _____ Signature of Grievant _____

.....

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

LEVEL I

Date Received by Immediate Supervisor or Designee _____

Signature of Immediate Supervisor or Designee _____

Date of Grievance Conference (if held) _____

Immediate Supervisor's Response (see attached)

Date: _____ Signature and Title _____

Date Received by Grievant or Representative _____

Signature of Grievant or Representative _____

.....

LEVEL II

Date Received by Superintendent or Designee _____

Signature of Superintendent or Designee _____

Date of Conference (if held) _____

Superintendent's Response (see attached)

Date _____ Signature and Title _____

Date Received by Grievant or Representative _____

Signature of Grievant or Representative _____

.....

LEVEL III

Date Received by LBTA President or Designee _____

Signature of LBTA President or Designee _____

LBTA Decision to Advance to Level III: Approved _____ Denied _____

Signature of LBTA President or Designee _____ Date _____

Date of Submission to Superintendent for Board Hearing _____

Signature of Superintendent or Designee _____

Date of Mutual Agreement to Bypass Board Hearing (if applicable) _____

Signatures of Superintendent or Designee and LBTA President or Designee:

Date of Board Hearing _____

Attach Board Decision (if applicable)

.....

LEVEL IV

Date Received by LBTA President or Designee _____

Signature of LBTA President or Designee _____

LBTA Decision to Advance to Level IV: Approved _____ Denied _____

Signature of LBTA President or Designee _____ Date _____

Attach LBTA Request to Submit to Binding Arbitration

Date Received _____

Signature of Superintendent or Designee _____

Part II: SUMMARY OF GOALS CONFERENCE (STULL BILL)

Goals Attached

Goals Not Attached

Stull Bill meeting held on:

Part III: SUMMATIVE REVIEW (COMMENDATION / RECOMMENDATION)

Dates of Observations:

PART IV: OVERALL EVALUATION Meets Standards Does Not Meet Standards-Referred to PAR

I HAVE ATTACHED A STATEMENT: _____
Administrator's Signature Date

YES NO

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

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

Teacher's Signature Date

I have the right to attach a statement: Teacher Initials _____