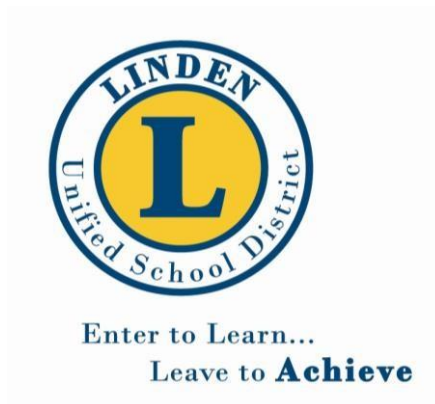


AGREEMENT  
BETWEEN  
LINDEN UNIFIED SCHOOL DISTRICT  
AND  
ASSOCIATION OF LINDEN EDUCATORS



For the Period  
July 1, 2015 to June 30, 2018

Revised October 2016

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# AGREEMENT

ARTICLE I

RECOGNITION

The district recognizes the Association as the exclusive representative:

For all certificated employees including Classroom Teachers, Teachers on Special Assignment, Temporary Teachers, Counselors, and Librarians; but excluding those employees designated as Supervisory, Confidential, Management (including all positions listed on the Management Salary Schedule), Classified Employees, Substitute Teachers, Adult School Teachers and Summer School Teachers.

ARTICLE II  
MANAGEMENT RIGHTS AND DISTRICT POWERS

1. It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included, but not limited to those duties and powers are the rights to: direct the work of its employees, determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operations; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenues and contract out work. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
3. The District will amend its written policies and procedures and take such other action, by resolution or otherwise, as may be necessary to give full force and effect to the provisions of this Agreement.
4. The District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency, limited to changes necessary to meet the needs of a particular emergency.

ARTICLE III SALARIES  
- STIPENDS

1. The District will continue to fund salary step and column.
2. Teachers teaching a combination class may request an instructional aide for up to 3 hours per day.
3. Employees who are required to travel to more than one duty site or on official District business shall be reimbursed at the approved Internal Revenue Service rate. If the employee's assignment follows a routine pattern, a monthly allocation for mileage may be established that is related to the mileage being paid.



ARTICLE IV  
HOURS

1. The hours of employment shall be effective over a school year consisting of a maximum of 186 instructional and assignment days for continuing employees and 188 instructional and assignment days for new employees.
  - a. Three days of this work year shall be non-student days designated for professional development and shall be scheduled according to the regular calendar planning process.
  - b. One day of this work year shall be allocated as a workday prior to the opening of school in the fall so the employees may prepare their duty stations.
  - c. One day of this work year shall be allocated as a workday after the end of the instructional calendar so the employees may conduct end-of-year close-out activities. A faculty meeting not to exceed 60 minutes may be held on this day at the site administrator's discretion.
2. The maximum instructional day, excluding preparation time, shall not exceed a weekly average of 315 minutes except at the high school level where teachers may be periodically assigned during normal prep time to teach a class in the absence of the regular instructor.
3. Regardless of the time element, an employee is expected to complete lesson plans, prepare for instruction, evaluate student work, and carry out traditional duties and responsibilities expected of certificated employees. "Traditional duties" include District-wide events, professional duties and adjunct duties.

District-wide Events

District-wide events shall include Back to School Night, Open House (K-8), and High School Graduation (9-12).

Professional Duties

Professional duties are related to a teacher's classroom teaching assignment and are focused on student academic achievement. These are duties which only that classroom teacher can perform because they directly involve the teacher or students assigned to that teacher's class.

Professional duties shall include parent and student conferences, evaluation conferences, record keeping, student field trips, and attendance at IEP, 504, SST and other legally-required meetings.

Certificated employees shall use the District's on-line grading program (currently Portal) on a timely basis at least every 2 weeks or as appropriate per K-3 when school is in session to provide a detailed description of assignments and grades which parents and students are able to access remotely.

### Adjunct Duties

Adjunct duties are professional responsibilities which may be rotated among employees at a school site. Adjunct duties shall include, but are not limited to, supervision duties, service on councils and school-site advisory committees, service on other site-based committees, and other similar duties traditionally performed outside the teacher duty day.

Rotating duties shall be assigned in a balanced manner so that all employees assume a fair share of such duties. If not all duties are covered, the site administrator will assign the duties. The Association may appoint a committee of three at any school site to consult with the principal on rotating duty assignments. The purpose of the meeting would be to assist the principal in developing a procedure for balancing rotating duty assignments among members of the bargaining unit at the school site.

### Hourly Rate Duties

Certain duties performed by teachers shall be compensated at the established certificated hourly rate. All hourly rate work must be approved in advance by the site administrator. The following duties shall be compensated at the rate of \$35.00 per hour:

1. Participation on a curriculum committee or subject matter task force as established by the District.
2. Preparation for leading professional development activities (maximum hours to be agreed upon by teacher and site administrator)

### Voluntary Training

The District may compensate teachers for voluntary training activities. If the District elects to compensate teachers, it will be at the certificated hourly rate, or at a flat rate set by the District and may include other terms and conditions as agreed between the teacher and site administrator.

4. All employees shall be at the school site for a period of time sufficient to carry out all professional duties and responsibilities of their assignment.

The District may direct employees, based upon just cause, and upon the second warning, to report to work up to 30 minutes before school and to stay up to 30 minutes after school, in order to perform their professional duties. Changes to the process shall be effected only by mutual agreement.

5. Every employee shall be entitled to one (1) duty free uninterrupted lunch period per day of at least thirty (30) consecutive minutes.

6. Early Release Collaboration Days

All sites shall schedule an early release day for students each week (currently Wednesdays) for the purpose of certificated employees collaborating with their colleagues to focus on student, school and District success. Site administrators shall seek input from teachers on the content of these early release days. At most one day per month shall be designated as a staff meeting. All other days shall be focused on collaboration to support student achievement. Content may include:

1. Specific grade and departmental teacher collaboration and data analysis
2. Strategic planning for teachers to individually review, plan, and improve instruction for their specific students.

All sites shall maintain minimum State-mandated instructional minutes for each grade level. It is acknowledged that the schedules at the various school sites may be different due to the situations particular to each individual site.

7. Preparation time will be implemented as follows:

- a. All elementary classroom teachers teaching in a departmental setting (grades 6, 7 and 8) shall have 45 to 50 minutes of preparation time daily. A “departmental setting” is where a teacher is assigned to instruct groups of students in a specific subject matter area or areas.
- b. All non-primary elementary classroom teachers teaching in a non-departmental setting (grades 4 and 5, plus grades 6-8 when appropriate) shall have 45 to 50 minutes of preparation time two times weekly. A “non-departmental setting” is where a teacher is assigned to teach all or most subject matter areas to one group of students.
- c. All high school teachers shall have a weekly average of 236 minutes of preparation time.
- d. Preparation time pursuant to this section shall be spent at the worksite and within the specified teacher’s responsibilities subject to the approval of the site administrator.

8. The Association agrees to submit calendar proposals during February of each year if there is an interest in participating in the development of the annual academic calendar.

- a. Calendar negotiations shall begin in March after posting the Association proposal along with the District’s initial draft of the proposed academic calendar.
- b. The adopted calendar shall be attached to this Agreement as indicated in Appendix “G”.

9. An Extra-Curricular Assignment is defined as an assignment that is covered by the Supplemental Salaries Schedule or is compensated by a reduction in the instructional day.
10. Certificated employees holding a coaching assignment in the District shall continue such coaching assignment as a condition of employment until relieved of such coaching assignment by the District. If a certificated employee wishes to be relieved of any coaching assignment, the District must receive such request in writing at least three months in advance of the date the coaching assignment is scheduled to begin. The District shall notify the employee in writing of any action taken within 45 days of the first regularly scheduled contest. High school teachers hired into a P.E. assignment must coach a minimum of one sport as a condition of employment.
11. The District will attempt to cover full-day absences with full-day substitutes prior to using period substitutes. The District may use teachers as substitutes during a preparation period under the following conditions:
  - a. Compensation, at the teacher's option, will be the established teacher hourly rate or a release day for each six periods, or equivalent, in a given school year.
  - b. Procedure for release days shall be:
    - (1) A request must be submitted to the principal in writing at least ten days prior to the proposed date, with approval or disapproval six days prior to the requested date.
    - (2) Release days may not be taken on days immediately prior to or after District holidays or during the final week of a semester.
    - (3) A maximum of five (5) percent of the District's certificated staff may be out on any given day under this provision.
    - (4) Any denial of release must contain notification of available days for release time, or upon request of the employee the principal or designee will meet with the employee to agree upon an alternative

ARTICLE V HEALTH  
AND WELFARE

1. The District maximum annual contribution to health and welfare benefits shall be a total of \$8,745.62. Health and welfare benefits continue to include dental, vision and psychological services for employees and their dependents.
- 1) The District will offer an IRC Section 125 Flexible Spending Account for tax sheltered medical premiums, medical co-pays, and/or child care.
3. Part-time employees shall be provided coverage for benefits prorated at the percent of their current FTE.
4. Benefits shall continue through the period for which premiums are advanced.
5. Should an employee go on authorized paid leave, the employee's benefits shall continue. Should the employee be on an authorized unpaid leave, the employee shall be permitted to pay the required premiums for any program for which this provision does not violate the terms of the insurance carrier.
6. If an employee voluntarily terminates his or her employment, the employee may continue insurance programs in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA – Federal Public Law 99-272, Title X.)

ARTICLE VI  
EARLY RETIREMENT OPTIONS

1. Early Retirement Consultancy Contract:

- a. The Board of Trustees may, at its discretion, approve agreement for partial employment after early retirement.
- b. Upon agreement between the District and a certificated employee between the ages of 55 and 64, inclusive, a contract between the parties may be entered into for the purpose of allowing the employee to voluntarily commence early retirement subject to the following:

(1) Eligibility – to qualify, the employee must meet all of the following criteria:

- a) He/she must have attained the age of 55 but not have reached his/her 60<sup>th</sup> birthday (or 64<sup>th</sup> birthday if no consultancy agreement is requested) by June 30 of the year in which this option is exercised.
- b) He/she must be a current employee, and must have been employed full time with LUSD in a position requiring certification for at least twelve (12) years.
- c) He/she must formally make written request for retirement and resign from the District effective June 30 of the year in which this option is exercised. Once such notification has been accepted and made final, it may not be withdrawn and the employee may not return to regular employment in the District.
- d) He/she must exercise this option by filing written request with the Superintendent on or before March 1 in order to become effective at the commencement of the next ensuing school year.

2. Agreement – If the employee's request is approved by the Board of Trustees, the Board may enter into a written agreement with the employee, which agreement shall include the following provisions:

- a) The term of the agreement shall be one (1) year; with such agreement renewable (as may be revised) from year to year.
- b) During the term of this agreement the employee shall perform services in a position mutually agreed upon by the parties for not more than 40 days of service each school year. Compensation for the consultant shall be the daily per diem at the minimum teacher salary rate on the salary schedule.

- c) The agreement shall be renewable at the option of the Board of Trustees and may be cancelled only upon mutual agreement by the retiree and the Board of Trustees, provided that the retiree shall be held to the standards of conduct and competence applied to all other certificated employees of the District and may be disciplined or the contract terminated for just cause.
- d) The agreement shall provide that the retiree shall be entitled to receive medical and hospital coverage identical to that received by regular employees. The District shall pay for the retiree's medical and hospital coverage at the rate of one month for every two (2) days of accumulated sick leave credit. The retiree may elect upon the exhaustion of the credit, to continue medical and hospital coverage up to his/her 65<sup>th</sup> birthday by paying the appropriate monthly premiums. The retiree shall be referred to the Retirees School Employees Trust coordinated by the employee benefit consultant in order to arrange the extended coverage to age 65.
- e) The services for which an agreement can be entered into include, but are not limited to:
  - 1) Substitute teaching
  - 2) Curriculum development
  - 3) Evaluation of instructional program
  - 4) Developing instructional materials
  - 5) Research projects
  - 6) Coaching
  - 7) Extra-curricular assignments
  - 8) Other school related activities

2. Early Retirement Without Re-Employment:

A certificated employee meeting all of the eligibility criteria set forth in paragraph 1.b. (1), above, may elect to take early retirement without performing part-time services. Employees desiring to elect this option shall adhere to the requirements specified in paragraphs 1.b. (1) (d) and (e) above. Employees exercising this option may also elect to be covered for health benefits in the manner specified in paragraph 1.b. (2) (d).

3. Golden Handshake Early Retirement:

As an incentive to early retirement, the Governing Board may offer the addition of two years' service credit to a certificated employee under the State Teachers' Retirement System in accordance with Education Code Sections 22714 and 44929. This provision is permissive on the part of the Board of Trustees and is subject to specific requirements set forth in the law.

4. Vesting of Rights:

The rights and benefits granted to an employee under the terms of this Article may not be revoked once the employee's request for retirement has been accepted by the Board of Trustees. Benefit rates/limits shall be set to the amount of the cap in place on the date of retirement.



ARTICLE VII  
LEAVES

1. Sick Leave:

- a. All certificated employees working five (5) days a week in a position requiring certification shall be entitled to ten (10) days of leave of absence for illness or injury with full pay for a school year of service.
- b. Employees referred to in a. above, shall be annually entitled to one day of sick leave for every month of service, or major portion thereof, (e.g., twelve month employees receive 12 days of sick leave per year).
- c. Sick leave shall be accrued at a prorated basis consistent with the employee's FTE.
- d. Employees may accumulate unused sick leave without limitation.
- e. Employees must comply with reasonable rules and regulations of the District regarding the advance reporting of illness or injury absence, in order that substitute arrangements may be made. Failure to follow District procedures in giving adequate notice of absence, or intent to return to duty after such absences, may be grounds for disciplinary action including the cost of a substitute called and then not used.
- f. The District may request a verification of absence, including but not limited to a statement from a medical practitioner. Failure to comply with such a request or providing false information may be grounds for disciplinary action.
- g. Employees returning to work from extended illnesses or injury absence (including surgery) shall be required to present a doctor's release to return to duty.
- h. After an employee who is absent due to injury or illness has exhausted his/her accumulated sick leave, he/she shall be paid, for a maximum of 100 school days, no less than the difference between his/her salary rate and the compensation paid to his/her replacement. If the District makes every reasonable effort to secure a substitute and is unsuccessful, the rate that would have been paid to the substitute may be deducted from the absent employee's wages. In neither case shall an employee receive less than fifty dollars (\$50.00) per day.
- i. An employee may transfer accumulated sick leave according to the provision of Education Code Section 44979.

2. Maternity Leave:

- a. Maternity leave is defined as that period of released time granted to the employee as requested prior to and after the delivery of the child. Such leave shall not last more than twelve (12) months except when two (2) summers can be included.
- b. The employee qualifies for sick leave benefits for the time that the employee's medical practitioner verifies that the employee is ill and/or disabled as a direct result of pregnancy.
- c. Maternity leave shall be given any certificated female employee on probationary or tenured status.
- d. The employee shall notify the District at least fifteen (15) days before they wish to return from their maternity leave.
- e. When a maternity leave exceeding three (3) months is granted, the employee shall be transferred to an unassigned status, thus ensuring the employee reinstatement as in all other leaves.
- f. If an employee wishes to return to duty before the previously agreed to leave period is scheduled to end, the District shall grant such a request if an opening is available according to the employee's qualifications.
- g. An employee who has exhausted all available sick leave and/or her 7 days of personal necessity leave under 6.d, below, and continues to be absent on account of maternity leave shall be entitled to receive no less than the difference between her salary rate and the compensation paid to her replacement for a period of up to 12 school weeks. If the District makes every reasonable effort to secure a substitute and is unsuccessful, the rate that would have been paid to the substitute may be deducted from the absent employee's wages. In neither case shall an employee receive less than fifty dollars (\$50.00) per day. The 12-week period of entitlement to differential pay shall be reduced by any period of sick leave taken during the maternity leave. An employee shall be entitled to this period of differential pay for reason of the birth of a child or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee regardless of whether the employee is disabled by pregnancy. In order to be eligible for paid maternity leave the employee's absence must be continuous to the birth or placement of a child with the employee for adoption or foster care. Employees who are otherwise eligible for FMLA/CFRA leave are entitled to use unpaid leave for the reason of the birth or the placement of a child with the employee for adoption or foster care up to one year from the birth or placement without the requirement that the leave be continuous in accordance with District policies.

- h. Regular sick leave shall be available for an employee in case of illness that is a direct result of a pregnancy. The employee shall follow procedures established in Section 1 titled "Sick Leave".

### 3. Paternity Leave

An employee who has exhausted his 7 days of personal necessity leave under 6.e, below, and continues to be absent on account of paternity leave shall be entitled to receive no less than the difference between his salary rate and the compensation paid to his replacement for a period of up to 12 school weeks. If the District makes every reasonable effort to secure a substitute and is unsuccessful, the rate that would have been paid to the substitute may be deducted from the absent employee's wages. In neither case shall an employee receive less than fifty dollars (\$50.00) per day. The 12-week period of entitlement to differential pay shall be reduced by any period of personal necessity leave taken during the paternity leave. An employee shall be entitled to this period of differential pay for reason of the birth of a child or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. In order to be eligible for paid paternity leave the employee's absence must be continuous to the birth or placement of a child with the employee for adoption or foster care. Employees who are otherwise eligible for FMLA/CFRA leave are entitled to use unpaid leave for the reason of the birth or the placement of a child with the employee for adoption or foster care up to one year from the birth or placement without the requirement that the leave be continuous in accordance with District policies.

### 4. Industrial Accident Leave:

- a. Certificated personnel shall be allowed sixty (60) days leave during which schools of the District are required to be in session or when an employee would have otherwise been performing work for the District for industrial accident or illness absences in any one fiscal year for the same accident. The leave shall not be accumulated from year to year. The industrial accident or illness leave shall commence on the first day of absence.
- b. When a person employed in a position requiring certification qualifications is absent from his/her duties because of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 of 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- c. Industrial accident or illness leave shall be reduced by one day each day of authorized absence regardless of a temporary disability indemnity award.
- d. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

- e. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the other earned sick leave benefits, and for purposes of these other sick leave benefits, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- f. During any paid leave of absence the employee shall endorse to the District the temporary disability indemnity checks received because of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payments of the employee's salary and shall deduct normal retirement and other authorized contributions.

5. Bereavement Leave:

Each employee shall be entitled to three (3) days bereavement leave or five (5) days if out-of-state or at least 300 miles one way when such travel is caused by the death of a member of his/her immediately family. Members of his/her immediate family are: mother, father, grandfather, grandmother or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, current mother-in-law, current father-in-law, brother or sister of the employee or any relative living in the immediate household of the employee.

6. Personal Necessity Leave:

- a. Accumulated sick leave may be used by an employee at his/her election, in cases of personal necessity. The employee shall not be required to secure advance permission for leave taken for any of the following reasons.
  - 1) Death or serious illness of a member of his/her immediate family as defined in Section 5 of this Article.
  - 2) Accident involving his/her person or property or the person or property of a member of his/her immediate family.
  - 3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order with jurisdiction.
- b. In the following cases of personal necessity, prior administrative approval is required. Grounds for personal necessity leave under this subsection are:
  - 1) Extended bereavement leave
  - 2) Emergency home repair

- 3) Matters not possible to attend to outside working hours
  - 4) Attending a family crisis
  - 5) Verified religious observances
- c. It shall be the employee's responsibility to furnish reasonable justification for all necessity leave requests, except as stipulated in Section 5, item d, below.
  - d. Employees may use three days of the above seven (7) days designated as personal necessity for reasons which do not have to be justified. Leave taken for personal reasons may not be used for concerted activities of any type, recreation, or to seek other employment. Leave provided by this section shall not accumulate.
  - e. Employees may use up to seven (7) days of personal necessity for paternity or adoption leave. Paternity or adoption leave requires prior approval and must be taken within two (2) calendar weeks of the event.
  - f. No accumulated leave in excess of seven (7) days may be used for personal necessity leave in any academic year, without the approval of the superintendent or designee.

7. Jury Duty:

District employees who are called to serve on a jury shall be entitled to be absent from duty without loss of pay. Any compensation, less travel, meals, and lodging, received by an employee as members of a jury shall be remitted to the District or deducted from the employee's pay.

8. Unpaid Leave:

- a. The District may grant an unpaid leave, upon written request, when it is deemed to provide a future value to the District. The terms and conditions of such a leave will be spelled out to the employee prior to the leave recommendation being transmitted to the Board of Trustees for action by the Superintendent. Such unpaid leave shall be requested only when necessary and shall not be unreasonably withheld. Unpaid leave may be granted but not limited to the following:
  - 1) Study leave
  - 2) In-service training leave
  - 3) Association leave
- b. The employee granted an unpaid leave shall be allowed to return to his/her former assigned position or, if that position is not available, be assigned to a similar position for which the employee is qualified by training and credentialing.

9. Association Leave:

The Association shall be allocated five (5) days of leave annually for use by Association members who participate in official Association functions. The Association shall reimburse the District within thirty (30) days of being billed for the cost of the substitutes for the days used.

ARTICLE VIII  
REASSIGNMENT/TRANSFERS

1 DEFINITION

- a. A transfer or reassignment is a change of assignment from one grade level to another, one subject area to another, or one site to another. Transfers may involve regular teaching assignments, supplemental assignments, or coaching assignments. In the case of supplemental or coaching duties at a site not the site of the teaching assignment and if that employee has performed the same supplemental or coaching duties, if requested, at his/her teaching site for a period of 5 years or more and his/her leaving that position can be adequately covered as determined by the site administrator, the fact that the employee is teaching at one site and performing supplemental or coaching duties at another shall not be a consideration in evaluating the employee's application for the adjunct position. The above does not preclude any employee from applying for any district position or the administration from accepting that application.
- 1) **"Assignment"** refers to the yearly placement of a teacher for the succeeding school year without a change in grade level, school, or District-wide program.
  - 2) **"Voluntary Reassignment"** refers to the movement of a unit member to another subject area, one grade level to another grade level or one configuration to another (i.e., grade level shifts, team teaching, self-contained to a departmentalized assignment, or other configuration) within the same school site.
  - 3) **"Involuntary Transfer/Reassignment/Grade Level Shifts"** refers to Administratively Instituted Transfers.
  - 4) **"Displacement"** refers to a probationary or permanent teacher being involuntarily transferred from his/her position due to decrease in enrollment, elimination or reduction of a particular kind of service, or lack of appropriate certification based on an educational program need. No district initiated transfer shall be arbitrary, capricious, discriminatory, or punitive.
  - 5) **"Itinerant Teachers"** are defined as roving music and PE teachers
  - 6) **"School"** consists of all sites administered by the same principal.
  - 7) **"Transfer"** refers to any action that results in a change of schools. A transfer may be employee or employer initiated.
  - 8) **"Vacancy"** is an unfilled unit position that the District intends to fill.
  - 9) **"New Position"** a new position that has never existed in the district or particular kind of service that was eliminated due to budget cuts.

- 10) **“Seniority”** is defined as the employee’s initial date of paid service in the bargaining unit.

## 2 PROCEDURE FOR POSTING OF VACANCY NOTICES.

- a. Within Five (5) working days after official district action is taken that results in a certificated vacancy at a school site, the personnel department shall notify the certificated staff at that school, in writing, and email that the vacancy exists. That notice shall also inform the site staff of the possibility that other positions might come open as a result of filling the known vacancy with a site employee. For vacancies to be filled for the following school year resulting from decisions to release probationary staff or to accept resignations/retirements of existing staff, such notices shall go out on or about March 15. Site certificated staff interested in filling the vacancy or any possible vacancies that might occur as a result of reassigning site personnel, shall contact the personnel department and submit a Request for Voluntary Reassignment within five working days of the posting of the initial vacancy announcement. This request shall be in writing and identify interest in all vacancies that may result from filling the announced vacancy. Vacancies that exist after this procedure has been followed will be posted according to 2b.
- b. Vacancies which exist after procedures defined in 2a have been implemented will be posted at all school sites. District wide vacancy notices shall be posted as soon as they are known to the personnel department. Certificated staff will have five (5) working days to submit a Transfer Request Form for the open position to the district office. Transfer Request Forms will be available at each school site and must be delivered to the district office on or before the close of business on the fifth working day following the posting of the notice at the school sites. Each notice will only contain new positions that have been created and are unfilled since the last posting.
- c. If the process defined in 2b results in a vacancy at a school site, the provisions of 2a will be implemented at that site before any openings are posted district wide.
- d. Five days before the last working day of the school year, certificated employees will be given the opportunity to indicate if they would like to be considered for any openings that might occur during the summer. Employees will indicate at a minimum the grade level group (primary, intermediate, upper grade, high school subject area) and school site for which they would like consideration. If a vacancy occurs during the summer, employees who have indicated an interest in the position will be contacted. Contact will first be made with employees from the same site as the opening. In the event there is more than one person who has indicated interest in the vacancy, the procedures defined in 3c will be used to fill the position. If the employee does not respond to a notice of the opening within five (5) calendar days of being notified of the



opening, the district will have no further obligation to consider the employee.

- e. Certificated employees who request consideration for a vacancy will be assessed based on the qualifications as described in 3c. Absent any material differences in qualifications, negative evaluations or lack of proper credential, seniority will be used to determine which employee will fill the vacancy. Should the administration determine that material differences exist between two candidates, a committee composed of two unit members and one administrator will meet to review the concerns. This committee will review the criteria in 3c and determine if seniority will be used to fill the vacancy or if some other criteria will be used.
  - 1) In order to ensure that a committee can be formed during the summer, no less than 5 days before the last day of the school year, ALE shall designate two committee members and two alternates who will be available for committee meetings during the summer months, should such a meeting be necessary.
- f. Transfers will not be used to fill vacancies that occur after the school year begins or that occur during the school year. Those vacancies will be filled by employing temporary employees. The vacancies will be subject to the transfer process for the succeeding school year.

### 3 PROCEDURE FOR HANDLING VOLUNTARY TRANSFERS.

- a. The district shall make available, at each site, Transfer Request Forms. A teacher may also submit a Transfer Request Form subsequent to the posting of a vacancy pursuant to the posting procedures stated in 2a and 2b.
- b. A teacher's seniority is established to be the initial date of service to the district.
- c. When two or more teachers apply for the same opening, the administration shall consider the criteria listed below, that may include but is not limited to:
  - 1) Appropriate credential
  - 2) Seniority
  - 3) Teaching experience of the applicant related to the opening for which he/she is requesting a transfer
  - 4) Experience outside of teaching which relates to the opening
  - 5) In the professional judgment of the principal, two principals involved and/or the superintendent, the
    - a) Student-teacher ratio
    - b) Compatibility with staff
    - c) Effect on curriculum of the current and new position, department or grade level

- d) Ability to work with specific age levels of children
  - e) Desired balance in sex equity, ethnicity and other areas related to affirmative action, desegregation and similar programs
  - f) Knowledge of methods, techniques, skills, materials and equipment necessary in the new assignment
- 6) Absent any material differences in qualifications, seniority will be used to determine which employee will fill the vacancy. Should the administration determine that material differences exist between two candidates, a committee composed of two unit members and one administrator will meet to review the concerns. This committee will determine if seniority will be used to fill the vacancy or if some other criteria will be used.
- d. Vacancies for the following school year which are known by March 15, shall be filled through voluntary transfers, if any, by April 15 according to the procedure set forth in 3a., 3b. and 3c., above.
  - e. In the event that the procedures outlined above cannot be followed, the superintendent shall contact the ALE President and discuss how best to address the situation.
  - f. If a teacher's request for a voluntary transfer is denied, the teacher may request and shall receive written reasons for the denial. The annual list does not preclude teacher expression of multiple interests or interest revisions.
  - g. Special education teachers may request a transfer to a general education assignment. The request must be submitted on or before March 15. The request may be denied if a suitable replacement cannot be found. If a special education teacher who has been in a full time special education position for five consecutive years and has permanent status has requested a transfer to a general education position and had the request denied, the teacher, in a subsequent year, may request a transfer to general education assignment on or before March 15 and the request shall be granted, assuming a position for which the teacher is qualified is available.
  - h. Vacancies for the following school year which are filled after April 15 shall not be subject to the procedure set forth in 3a., 3b. and 3c., above. Voluntary transfers may still be granted after April 15; however, no priority shall be given to teachers who request voluntary transfers to such vacancies over other qualified applicants who have applied for positions requiring certification qualifications at the school. (Education Code section 35036)

#### 4 INVOLUNTARY TRANSFERS

- a. Teachers shall be involuntarily transferred only for good and sufficient reason as determined by the committee as noted in 2(e)
- b. No vacancy shall be filled by means of an involuntary transfer if there is a qualified volunteer available to fill the vacancy. The criteria in 3 2c will be used to determine who is most qualified.
- c. Notice of involuntary transfer shall be given to teachers by the end of the school year or as soon thereafter as possible.
- d. The involuntary transfer shall take place only after a meeting between the teacher and the principal or superintendent, if the teacher requests such a meeting. The teacher shall have the right to representation at the meeting and be notified of the reasons for the transfer. A good faith effort to find alternative solutions will be made by the District if the teacher objects to the proposed transfer.
- e. A teacher transferred after the beginning of the school year shall be given at least ten (10) working days' notice before the actual transfer occurs.
- f. A teacher transferred within thirty (30) calendar days before the beginning of the school year or after the school year begins shall be granted three (3) days of release time to make the transfer if requested in writing by the teacher.
- g. A teacher returning from leave shall be allowed to return to his/her teaching assignment exclusive of site if that assignment still exists or may change teaching assignment with the mutual consent between the teacher and administration.
- h. The District shall provide custodial and vehicular assistance in moving supplies furniture and materials between classrooms and schools to those who request such assistance within 5 days of the teacher's request, or immediately if school is in session.

#### 5 The process to facilitate the placement of "Displaced Teachers" shall be as follows:

- a. The principal of each site shall conduct a staff meeting, which will include all teachers who have been displaced at the site, to expedite the site shuffle. If there are two displaced staff members who want the same site position and all their qualifications are equal, the teacher with the most District Seniority will be placed in the position.
- b. Following the site shuffle, each Principal will notify the Superintendent of positions that remain open at their site.

- c. Displaced teachers, who did not select a position within their site shuffle, and displaced itinerant teachers, will be given a list of the positions open in the District, and will be able to use their displaced status to select one of these positions. If more than one displaced teacher wants the same position and all their qualifications are equal, then the teacher with the most district seniority will be placed in the position.
- d. A teacher, who has been displaced from his/her site, may return to the site he/she was displaced from or to an open itinerant position, if a position for which they are qualified opens before the subsequent school year. Once a displaced teacher accepts a position at the site he/she was displaced from or an itinerant position, he/she has completed the transfer process for the year. This doesn't preclude a teacher from participating in the voluntary transfer. (3)
- e. Any positions that remain open after the displaced teachers have been placed will be posted for teachers who were not displaced. The contract transfer process will apply to these positions.

ARTICLE IX  
SAFETY

1. The District agrees to provide a safe working environment for each employee.
2. Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.
3. The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment.
4. Employees shall follow safety rules and verbal safety directions.
5. All on-the-job injuries shall be reported promptly to the immediate supervisor.
6. Employees shall promptly report, in writing, any working conditions believed by the employee to be unsafe. The District shall respond to such report within ten (10) working days.
7. The District shall provide each unit member, upon written request, a lockable space within the vicinity of his/her classroom for storage of necessary small personal belongings such as purses or briefcases. The District shall respond to such written request within a reasonable period of time.

ARTICLE X  
CLASS SIZE

1. Class size shall not exceed the state mandated maximums except in traditional large group instructional areas or in experimental classes such as team coaching.
2. The District shall endeavor to equalize class size at each grade level, recognizing sound educational principles.

ARTICLE XI  
EVALUATIONS

1. Procedures for Employee Evaluations:
  - a. The responsibility for formal employee evaluation shall be that of each building principal/designee; however, this responsibility shall be shared with the District Superintendent or his/her Assistant Superintendent.
  - b. Temporary, probationary, and permanent employees will be evaluated each year (note n.). If the site administrator decides, based upon continually demonstrated satisfactory performance, to not evaluate a permanent employee under normal contract procedures in two consecutive years, he/she and the employee may mutually agree upon an alternative evaluation procedure which shall be documented. If the site administrator and employee do not mutually agree upon an alternative evaluation procedure, the site administrator will initiate the contract's normal evaluation process.
  - c. Evaluations shall be based on classroom visitations and upon such other areas as affect the operation and welfare of the total education program. Evaluation reports shall be based upon classroom visitation forms and such other interim reports made by the evaluator and compiled in the employee's personnel file. Unsubstantiated hearsay statements shall be excluded from written evaluations.
  - d. Employee evaluations shall not be arbitrary, capricious, discriminatory, or punitive. The District reaffirms that it shall not discriminate against employees on the basis of race, color, creed, age, sex, marital status, national origin, political affiliation, domicile, physical handicap or membership and participation in the employee organization. Nothing herein shall prevent the District from requiring an employee to perform all duties and responsibilities of the position to which he/she is assigned.
  - e. Employees are required to sign all evaluations. An employee does not sign that he/she agrees with the evaluation but rather that he/she has seen it. Each employee is to receive a copy of the evaluation.
  - f. An employee may request a conference with the evaluator and the Superintendent when there is an unsatisfactory evaluation. The conference shall be of sufficient length for each party to thoroughly review their respective positions.
  - g. If less than satisfactory performance is noted in any written performance observation report, the evaluator will provide written suggestions to the employee designed to assist the employee to improve his/her performance. The employee shall be given a reasonable period of time to correct such deficiencies.

- h. No employee shall be held accountable for any aspect of the educational program for which he/she has neither the duty nor responsibility to carry out.
- i. All corroboratory reports shall be submitted to the Superintendent with the final evaluation form. This should include classroom visitation forms and any interim reports. Copies of all such corroborative materials shall be given to the employee when placed in his/her file.
- j. Any observation/evaluation forms used by the District shall be made available to any teacher, upon request.
- k. In all final evaluation forms used for bargaining unit employees, there shall be only two possible ratings: Satisfactory, and Needs Improvement.
- l. Unit members regularly assigned to more than one school site will have only one final evaluation form but it will be signed by each school site evaluator. If the final evaluation ratings are not agreed upon by all evaluators, their differences will be noted on the final evaluation.
- m. The Summative Evaluation Form (Appendix J) will reflect the California Standards for Teaching Profession (CSTP) Standards-Based evaluation format.
- n. A three year (3) evaluation cycle shall be established for permanent ALE members. To be eligible, the following process will be followed:
  - a. Determine that the ALE member has been employed as a permanent ALE member in Linden Unified for ten (10) or more years
  - b. Verify that he/she is highly qualified in 20 USC Section 7801 (NCLB)
  - c. Review the last 3 evaluations to ensure that the teacher received a satisfactory rating each time

ALE members who meet the established criteria may be placed on a three (3) year evaluation cycle following the guidelines below:

1. If the teacher was evaluated in 2013-2014 school year and they meet the criteria above, they would begin the three (3) year cycle and the next scheduled evaluation would be in 2016-2017.
2. If the teacher was evaluated in 2012-2013 or prior, then the teacher would be evaluated in 2014-2015. If a satisfactory evaluation was received, the (3) year cycle would begin, if the teacher has met the criteria above.
3. Temporary and Probationary teachers will continue to be evaluated yearly



4. The administration reserves the right to observe and evaluate an employee at any time if he/she feels it is warranted and place them on a new evaluation cycle.
2. Derogatory Information or Critical Complaints:
    - a. An employee shall not be disciplined or receive a negative evaluation as a result of derogatory information or critical complaints being filed, unless the information received can be substantiated.
    - b. A teacher may have an Association representative present during any meeting with a parent related to the investigation of a complaint, provided one of the following elements is present:
      - 1) The parent brings an advocate to the meeting.
      - 2) The meeting with the parent is arranged by an administrator and the administrator is present.
      - 3) The administrator summons the teacher to a meeting, which is part of the complaint investigation.
3. Personnel File:
    - a. A bargaining unit employee may review his/her personnel file and have an Association representative present. An employee may authorize an Association representative or an attorney to review his/her personnel file by completing the form attached as Appendix E.
    - b. The District shall maintain the unit member's personnel file at the District Office.
    - c. The contents of all personnel files shall be kept in strict confidence. Access to personnel files shall be limited to authorized employees as designated by the Superintendent or the Superintendent's designee on a need-to-know basis.

ARTICLE XII  
ASSOCIATION RIGHTS

1. The Association shall have the right to use school building facilities when not otherwise in use, provided the site principal has been notified reasonably in advance of the date requested.
2. The Association may use district equipment when such equipment is not otherwise in use. The Association shall reimburse the District for the use of consumable supplies or provide its own.
3. The Association shall have the right to post official Association business notices on an Association bulletin board. Space for at least one bulletin board shall be provided at each school site in areas frequented by bargaining unit employees.
4. The Association may use the District mail service and mail boxes to transmit official business communications to unit employees.
5. Materials posted on bulletin boards or transmitted through the school mail shall be official communications of the Association. Such material shall not be in violation of law. The school mail, email, computers, and bulletin boards are not to be used by individual members for personal communications. A copy of all such materials mailed or posted shall be transmitted to a designated District official after being signed and dated by an Association officer, thereby designating their official status.
6. Authorized representatives of the Association shall be permitted to transact official business of the Association on school property, provided none of the participants are involved in an instructional assignment. An authorized representative shall be notified reasonably in advance of when the business is to be transacted.
7. The Association may make an official announcement at the conclusion of any faculty meeting. The Association may distribute a written notice at the beginning of a faculty meeting.
8. The Association may designate one (1) member of the bargaining unit at each building site to serve as a liaison agent. The liaison agent may represent the Association in administering disagreements at the building site.
9. Released time shall be provided for a representative (i.e., liaison agent, officer, designee) to assist in the processing of an alleged grievance during a conference between the parties. The representative shall be included at a conference only when requested by the grievant. Conferences shall be scheduled during the normal workday at a time mutually agreeable to the parties.

ARTICLE XIII  
ORGANIZATIONAL SECURITY

General

It is the intention of the parties that the provision of this article recognize the rights of individual employees as referenced in Government Code section 3543, and the right of the parties to enter into an “organizational security” agreement pursuant to Government Code section 3540.1(i)2. Prior to this organizational security provision becoming effective, it shall be submitted to an election of the unit membership conducted by the Public Employment Relations Board. In order to become effective, it must pass by majority vote.

1. Dues

Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing payroll deduction of membership dues, initiation fees, and general assessments of the Association.

2. Service Fee

- a. Except as provided below, any unit member who is not a member of the Association or who does not make application for membership within thirty (30) days after the effective date of this agreement or within thirty (30) days from the date of commencement of duties, shall become a member of the Association or pay to the Association a fee in an amount equal to Association membership dues, initiation fees, and general assessments; however, the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1. In the event a unit member shall not pay such fee directly to the Association or authorize payment through payroll deductions as provided in paragraph 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code section 45061 and in the same manner as set forth in paragraph 1.
- b. The above notwithstanding, the Association shall provide written notice to each currently employed unit member who is not a member of the Association that (a) the unit member may, within ten working days after the unit member receives the notice from the Association, notify the District and the Association in writing of an objection to joining or financially supporting the Association, and (b) if the unit member provides such notice to the District, he/she shall not be required to pay the service fee to the Association for the term of this agreement but shall, in lieu thereof, be required to pay sums equal to the service fee to the following charitable fund exempt from taxation under Section 501c(3) of title 26 of the Internal Revenue code:

## Association of Linden Educators Scholarship Fund

The Association shall provide the above-described notice to the currently employed unit members who are not members of the Association after (a) both parties ratify this tentative agreement and (b) the Public Employment Relations Board (PERB) certifies that an election on this organizational security article conducted by PERB has resulted in approval of the organizational security article by the electorate.

### 3. Religious Beliefs

- a. Any unit member who is a member of religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations, and who provides a detailed written statement establishing the basis for the religious exemption to the Association and the Association accepts this religious exemption, then the unit member shall not be required to join or financially support the Association; except that such member shall, in lieu of a service fee, pay sums equal to such service fee to one of the following non-religious, non-labor organizations, or charitable funds exempt from taxation under Section 501c(3) of Title 26 of the Internal Revenue Code:

- \* Martin Luther King, Jr. Scholarship Fund
- \* United Way Fund
- \* Association of Linden Educators Scholarship Fund

Such payment shall be made on or before October 15 of each school year.

- b. Proof of payment pursuant to the above shall be made on an annual basis to the District and the Association as a condition of continued exemption from the provisions of paragraphs 1 and 2. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 15 of each school year.

### 4. District Responsibilities

With respect to all sums deducted by the District pursuant to authorization of the unit member, whether for membership dues, initiation fees, general assessments, or equivalent fees, the District agrees to remit such monies to the Association together with an alphabetical list of unit members, including names, addresses, work locations, and Social Security numbers, for whom such deductions have been made.

5. Association Responsibilities

The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

6. Indemnification and Hold Harmless

- a. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action, and/or administrative action, whether before the Public Employment Relations Board or any other agency or court, challenging the legality or constitutionality of the service fee provisions of this agreement or their implementation. The Association agrees that payments under this provision shall be made at least quarterly (each three (3) months).
- b. The Association agrees to indemnify and hold the District harmless from any award, judgment, compromise of damages, settlement, or liability which may result from a court action or administrative action referenced in 6a, above.
- c. The Association shall have the exclusive right to decide and determine whether any such claim, action, or proceeding referred to in paragraph 6a or 6b above, shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE XIV  
INTERMEDIATE DISCIPLINE

1. The Superintendent may, for just cause only, initiate a suspension from duty without pay against a unit member for from one (1) to fifteen (15) workdays.
2. Prior to any such suspension being initiated, the Superintendent will discuss the proposed suspension and the reasons for the proposed suspension with the unit member and consider any response of the unit representative to attend any such meeting with the Superintendent.
3. A suspension is initiated by the Superintendent by giving the employee and the Association written notice of the proposed suspension (including the dates thereof), the reasons for the proposed suspension, and the right of the employee to grieve the proposed suspension, including manner and time within which the grievance must be filed (see described in 4, below).
4. Within five (5) working days after receiving the written notice of proposed suspension, the employee may appeal by delivering or mailing a written grievance to the Superintendent's office and the Association. Failure to file a grievance shall be deemed a waiver of the right to appeal.
5. If a grievance is filed, the Association within five (5) working days will determine whether arbitration will occur and, if so, request arbitration. The American Arbitration Association will be notified and a list of arbitrators shall be obtained. Alternate check-off shall be used to select one from the list if the parties cannot agree upon one.
6. All aspects of the appropriateness of the discipline imposed shall be within the exclusive jurisdiction of the arbitrator.
7. The disciplinary proceedings will be confidential and all materials related to the proceedings will be kept in a separate file pending resolution of any appeal.
8. The District shall bear the cost of the arbitrator.
9. Any proposed suspension will occur only if arbitration is not requested or, if requested, the arbitrator decides a suspension is appropriate.
10. Any suspension without pay will not include an interruption of health benefits.

ARTICLE XV  
PEER ASSISTANCE AND REVIEW

The (Association) and the (District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

1. Joint Committee (JC)

- a. The Joint Committee shall consist of five (5) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Committee. Members of the Joint Committee will receive a stipend of \$500 to undergo initial training, and thereafter will be provided release time to perform their duties.
- b. A member of the Joint Committee who is a district administrator shall determine dates, times, and agendas for meetings. All members of the joint committee must be present to make decisions.
- c. Based upon discussions with the referring administrator and after reviewing appropriate documentation, the Joint Committee will decide whether the referral to PAR is appropriate.
- d. The Joint Committee shall be responsible for the following:
  - 1) Providing annual training for the Joint Committee members
  - 2) Establishing its own rules of procedure, including the method for the selection of a Chairperson
  - 3) Consulting teachers shall be selected as deemed appropriate by the Joint Committee
  - 4) Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal
  - 5) Making available the panel of Consulting Teachers for selection by the Participating Teacher
  - 6) Establishing/defining the role of the Consulting teacher in assisting the Participating Teacher.

- 7) Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail
  - 8) Establishing a procedure for application as a Consulting Teacher
  - 9) Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR program.
  - 10) Conducting a year end evaluation to evaluate the effectiveness of the program.
  - 11) Determining whether the referral to the PAR program is appropriate.
- e. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
  - f. Teachers who are members of the Joint Committee may be released from their regular duties to attend meetings, without loss of pay or benefits. Additionally, members of the Joint committee will receive \$35 per hour for the time worked beyond their work day/year in the performance of their responsibilities under the program.

## 2. Participating Teachers (PT)

- a. First priority will be given to teachers who are referred to the program. Volunteers will be accepted into the program provided space is available via the SJ County PAR JPA or a District Consulting Teacher is available.
- b. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of "less than satisfactory" final evaluation in one or more of the areas listed on the District's Evaluation Form, and defined in Education Code 44662:
  - a) Standard 1 – Engaging and Supporting All Students in Learning
  - b) Standard 2 – Creating and Maintaining Effective Environments for Student Learning
  - c) Standard 3 – Understanding and Organizing Subject Matter for Student Learning
  - d) Standard 4 – Planning Instruction and Designing Learning Experiences for All Students



- e) Standard 5 – Assessing Student Learning
  - f) Standard 6 – Developing as a Professional Educator
  - g) Standard 7 – Professional Conduct
- c. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate his or her participation in the PAR Program at any time.
  - d. A Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. If there is a conflict between the Consulting Teacher and the Referred Teacher, the teacher will again be referred back to the Joint Committee for a possible consulting teacher adjustment, subject to committee approval.
  - e. All communication between the Participating Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.
  - f. The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

### 3. Consulting Teachers (CT)

- a. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
  - 1) A credentialed classroom mentor teacher with permanent Status and 8-10 years of experience
  - 2) A retired, credentialed teacher with substantial recent experience in classroom instruction
  - 3) and, shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- b. In filling a position of Consulting Teacher, each applicant is required to submit at least one letter of reference from one of the following individuals with specific knowledge of his or her expertise, as follows:
  - 1) A reference from a site administrator or immediate supervisor

- 2) A reference from an Association representative
- c. A Consulting Teacher shall be selected by a majority vote of the Joint Committee.
- d. A Consulting Teacher shall be provided release time as needed. District Consulting Teachers shall undergo training designated by the Joint Committee.
- e. A Consulting Teacher shall be compensated in the following manner for their work with a Referred Participating Teacher:
  - 1) Teachers who are Consulting Teachers may be released from their regular duties to attend meetings, without loss of pay or benefits. Additionally, Consulting Teachers will receive \$35 per hour for the time worked beyond their work day/year in the performance of their responsibilities under the program.
  - 2) An additional \$1,000 stipend if utilized as a Consulting Teacher.
  - 3) District Consulting Teachers shall receive per diem rate for time worked beyond their work year.
- f. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
- g. Each Referred Participating Teacher shall receive no less than twenty (20) hours of assistance or staff development per semester. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities which, in their professional judgment, will assist the Participating Teacher.
- h. The Consulting Teacher shall meet with the Joint Committee to develop an assistance plan of action for implementation of the 20 hours of assistance and/or staff development for the Participating Teacher.
- i. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining a successful completion of the PAR Program.
- j. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- k. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.

- i. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.
- m. The Results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his/her personnel file, and may be used in the evaluation of the Referred Participating Teacher.
- n. The parties agree to review the above PAR program elements and compensation near the end of the 2006-2007 school year for the purpose of determining if changes to the program are necessary, and if compensation should be increased.

#### 4. New Teacher Support System

The district will provide support for all newly hired and less than fully credentialed teachers. This support will be coordinated by a New Teacher Site Coordinator.

- a. There shall be a New Teacher Site Coordinator for each school. The New Teacher Site Coordinator shall provide support to at least one mentee, and will also coordinate new teacher support, (collaborate with all Support Providers, hold monthly new teacher support meetings), serve on Curriculum Council, and assist with staff development activities. For such service, New Teacher Site Coordinator shall receive a stipend of \$4312. When submitting for this stipend, the mentor shall provide a log documenting a minimum of 140 hours of work. Intensive support will be provided to teachers eligible for BTSA, District Induction or those with less than fully credentialed status.
- b. Induction or BTSA eligible new teachers shall be provided support from the New Teacher Site Coordinator or other Support Providers. Support Providers shall be compensated in the following manner:
  - 1) Each BTSA/Induction Support Provider shall receive a \$500 stipend upon completion of the initial training

- 2) A \$1,000 stipend per each BTSA/Induction mentee, to a maximum of three (3) mentees. When submitting for the stipend, the Support Provider will submit a record of work that they have completed with each mentee.
    - 3) Compensation of \$35 per hour for time assigned to be worked beyond their work day/year
  - c. A New Teacher Site Coordinator or other Support Provider will be partnered with all less than fully credentialed teachers. Additional Support Providers will be compensated in the following manner:
    - 1) A \$1,000 stipend per mentee, which includes a one-day training and time spent assisting the mentee. When submitting for the stipend, the Support Provider will submit a record of the work they have completed with each mentee.
  - d. The District Curriculum Committee, with the approval of the Superintendent, shall determine how any PAR funds not used for the PAR program shall be utilized, including, but not limited to, the following program areas:
    - 1) New or beginning teachers not participating in BTSA
    - 2) BTSA program
    - 3) Staff development
    - 4) Curriculum development
    - 5) Other related professional duties as allowed by law
5. Expenditures for the program shall not exceed funds made available pursuant to California Education Code section 44505(a).

ARTICLE XVI  
JOB SHARING

1. Shared Teaching Assignments

- a. The Superintendent or designee may authorize two (2) teachers to share one (1) full time teaching assignment under terms and conditions specified in the collective bargaining agreement. Shared teaching assignments may be considered whenever such an arrangement will benefit students.
- b. The Governing Board realizes that for personal reasons, a certified teacher sometimes may prefer to share the responsibility, salary, and benefits of a full-time teaching position with one of her/his fellow teachers. When those sharing a position have compatible work patterns and similar goals, this situation can benefit teachers and students alike. By accommodating requests for shared teaching assignments, the District is more likely to retain teachers of outstanding capabilities. The determining factor, however, in such assignments will be the potential benefit to the students involved.

2. Eligibility

- a. Permanent teachers shall submit their request in writing for such an assignment to the Superintendent or designee by March 1<sup>st</sup> of the preceding school year.
- b. Teachers requesting a shared assignment shall be informed of the status of their proposal by June 1<sup>st</sup>. Approval shall not be unreasonably withheld.
- c. The Superintendent or designee shall annually review the effectiveness of the shared teaching assignment and determine whether or not it may continue the following year. She/he shall notify the teacher of this decision on or before June 1<sup>st</sup> of each year.

3. Hours and Responsibilities

- a. Both teachers shall meet with the principal before school opens to establish exact working days and meeting responsibilities. Although the teacher not on duty will normally be required to attend staff meetings, both teachers shall attend parent/guardian conferences, open house, and back-to-school nights. Both teachers also may be expected to attend specific inservice meetings and work the first two (2) days of school.
- b. Both teachers shall assume full responsibility for the class instructional program. They will regularly meet to jointly develop lesson plans and ensure clear lines of communication with parents/guardians.
- c. Teachers who participate in job shares shall be required to attend all three (3) professional development days.

- d. Such teachers shall receive per diem pay for these three (3) professional development days. Salary for the remaining 183 days of the work year (185 for beginning teachers) shall be prorated according to the each teacher's proportional service of the work days of the 1 FTE assignment.
- e. The principal shall approve the teachers' working calendar before school opens.
- f. The calendar will be developed with the students' educational program as the number one priority.

4. Salary, Leaves, and Absences

- a. Each teacher will receive the proportional amount of annual salary according to individual placement on the salary schedule.
- b. The employee's and the District's contribution to the retirement system shall be proportional to the amount paid. If an employee works one hundred thirty-five (135) partial or full days in a school year, the teacher will receive a year of service credit toward advancement on the salary schedule. If a teacher completes a year's work at half time the teacher will receive one-half year of service towards advancement on the salary schedule.
- c. Whenever one of the teachers sharing an assignment is absent, including extended leaves, the other teacher sharing the assignment shall make every reasonable effort to perform substitute teaching duties. Unless a trade off of work days is approved, the teacher shall be paid at the current substitute rate.
- d. Teachers sharing an assignment shall accrue sick leave and other leave benefits proportional to the amount of service days. Worker compensation insurance shall be paid on the employee's actual salary.
- e. Health benefits shall be provided as per the current collective bargaining agreement.
- f. Prior to the first year of participation, teachers shall request a part-time leave of absence from their full-time teaching position.
- g. Teachers electing to continue in the job share program beyond the first year shall, as a condition of continuing in the program, resign whatever percentage of their full-time position that is not necessary for their continued employment as a part-time employee under this program. This will not affect the seniority of the participants.

5. Returning to Full-Time Status

- a. If one or both job share teachers, who are permanent, want to return to full-time (and had previously worked full-time in the District), they shall notify the Superintendent or designee by March 1<sup>st</sup> of the year prior to return.
- b. Upon dissolution of the job share, the initiating teacher shall return to his/her original position.
- c. The remaining teacher shall be reassigned to the position she/he left if the position is vacant or filled by a teacher on a temporary contract. If the position is not vacant or filled by a temporary teacher, the remaining teacher shall be reassigned or transferred in accordance with the transfer procedure set forth in this contract. However, in no case shall the remaining teacher have priority over a full time teacher who has equal or greater years of full time seniority.

6. Definitions

- a. Initiating Teacher: The teacher requesting the job share.
- b. Remaining Teacher: The teacher who has job shares with the initiating teacher.

ARTICLE XVII  
CONTROVERSIAL RIGHTS

The District recognizes the right of teachers to teach about controversial issues provided all sides are discussed in a balanced manner.



ARTICLE XVIII  
LAYOFF

1. The District agrees to lay off employees after following the layoff provisions contained in the Education Code for the State of California.

NOTE: District shall continue to implement necessary layoff procedures per Education Code requirements.

2. Employees laid off shall be provided with the following assistance:
  - a. Upon request, the District will provide reasonable clerical assistance, and the use of copying equipment to assist the employee to seek other employment.
  - b. A reimbursement for mileage at the approved Internal Revenue Service rate for up to 400 miles shall be provided when an employee uses a personal auto to interview for other employment.
  - c. Letters of recommendation and/or completion of requests for reference information will be provided in a timely manner upon request provided the employee has authorized the release of such information.
  - d. The District will continue to pay for health plan coverage for up to two (2) months beyond the time when the coverage would otherwise terminate.

ARTICLE XIX  
DISTRICT POLICY MANUAL

ARTICLE XX GRIEVANCE  
PROCEDURE

1. Purpose

This grievance procedure is intended to enhance personal communications between District employees and supervisors. Useful and necessary private meetings between District supervisors and the employees they supervise are encouraged.

2. Definitions

A “grievance” is an allegation by the Association or by one or more employees that there has been a violation or improper interpretation of the terms and provisions of this Agreement. A grievance shall not extend to any written or unwritten law, policy, rule, regulation, procedure, practice, order, directive or similar type item.

3. Informal Resolution of Problem:

Informal discussion of problems and a continuing interchange of views between employees and their immediate supervisors is encouraged. Supervisors should attempt to resolve differences or dissatisfactions as soon as possible.

- a. Within thirty (30) calendar days of the employee having knowledge, or should have had knowledge, of the event giving rise to a possible grievance, the employee shall request a conference with the immediate supervisor to discuss the possible grievance.
- b. Supervisors shall grant the employees at least one conference within ten (10) working days of receipt of the request.
- c. Additional conferences should be held, prior to initiation of Step 1 if it appears that resolution of the complaint may be achieved by informal means.
- d. Both the complainant and the supervisor may invite other persons, which may include a representative or representatives of the Association, to attend these conferences.
- e. As a general rule, it is expected that the immediate supervisor will provide a verbal or written decision upon request to the aggrieved employee within five (5) working days of any discussion.

4. Formal Written Procedure – Step 1:

- a. Within five (5) working days from when the last informal conference occurred, the employee may file, in writing, with the immediate supervisor, a statement of the alleged grievance.
- b. The supervisor shall respond in writing to the employee's grievance within five (5) working days. If the supervisor fails to respond or if the employee deems the response unsatisfactory, the grievance may be taken to Step 2. In the event the response denies the desired solution for the alleged grievance, the supervisor, when requested, shall state the reasons for the denial in writing.

5. First Appeal Procedure – Step 2:

- a. If the alleged grievance has not been resolved at Step 1, the employee, within five (5) working days after the completion of Step 1, may submit the written grievance to the Superintendent or designee for resolution.
- b. The Superintendent or designee shall hold a meeting, within ten (10) working days, with the employee, who may have a representative of the Association present, and others who may be of help in resolving the alleged grievance.
- c. A response in writing shall be transmitted to the employee within ten (10) working days. If the Superintendent or designee fails to respond or if the employee deems the response unsatisfactory, the grievance may be taken to Step 3. In the event the response denies the desired solution for the alleged grievance, the supervisor, when requested, shall state the reasons for the denial in writing.

6. Final Appeal Procedure – Step 3:

- a. If the alleged grievance has not been resolved at Step 2, the employee, within five (5) working days after completion of Step 2, may submit the written grievance to binding arbitration.
- b. Prior to the selection of an arbitrator, the Board of Trustees of the District shall have an opportunity to review the decision made at Step 1 and 2. The Board of Trustees at its next meeting may authorize the Superintendent or designee to seek an alternative resolution of the alleged grievance within five (5) working days. If the alleged grievance is not resolved as a result of this review, the procedure to select an arbitrator shall commence.
- c. If the parties cannot agree on an impartial arbitrator, an arbitrator shall be chosen from a panel of five (5) obtained from the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association.

- d. The arbitrator shall review the alleged grievance and, if necessary, hold a hearing. The arbitrator shall issue a decision which shall be final and binding with both the employee and the District.
- e. Each party shall bear expenses of its representatives and witnesses. The fee, if any, for the arbitrator and other expenses connected with a formal hearing shall be borne equally by both parties.

7. Authority:

The Arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violations of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement. The decision and award shall be based upon the joint submission agreement of the parties with respect to the specific interpretation and application of the Agreement.

# Grievance Procedure Chart



Cause of a grievance



Within (30) calendar days after occurrence or knowledge of possible grievance  
employee requests a conference with immediate supervisor



**Informal Step 1:** Supervisor meets with employee within (10) working days after receipt of employee request to meet



**Informal Step 2:** Supervisor will provide verbal or written decision upon request within (5) working days of any discussion



**Formal Written Step 1:**

1. If no agreed resolution, employee may initiate Formal Written Grievance within (5) working days by filing a written statement of alleged grievance with immediate supervisor
2. Supervisor must respond in writing to employee within (5) working days



If employee does not agree or the supervisor fails to respond within (5) working days, employee may proceed to Step 2



**First Appeal Step 2:**

1. After completion of Step 1 with no resolution, within (5) working days, employee may submit written grievance to Superintendent (or designee)
2. Superintendent (or designee) meets with employee within (10) working days to resolve the grievance
3. Superintendent (or designee) provides a written response to employee within (10) working days. If this step is not followed, employee may proceed to Step 3, Final Appeal Procedure.



If employee does not agree or the Superintendent (or designee) fails to respond within (10) working days, employee may proceed to Step 3



**Final Appeal Step 3:**

1. After completion of Step 2 with no resolution, employee may submit written grievance to binding arbitration within (5) working days.
2. Before proceeding to arbitrator, Board of Trustees at its next meeting will review decisions at Step 1 and 2 and may authorize Superintendent or designee to seek an alternative resolution within (5) working days.
3. If still no resolution, selection of an arbitrator will commence.
4. Parties will agree to an impartial arbitrator or chose one from a panel of (5) working days from the American Arbitration Association.
5. Arbitrator will review alleged grievance, hold a hearing, and issue a decision which shall be final.

May 2, 2016

ARTICLE XXI  
SAVINGS PROVISION

1. If any provision of the Agreement or any application thereof to any employee is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid, to the extent required by such court decision. All other provisions of applications shall continue in full force and effect.
  
2. Should a provision or application be deemed invalid, as described in Section 1 (above) the District shall reinstate any benefit reduced or eliminated to the extent allowable under law.

ARTICLE XXII  
CONCERTED ACTIVITIES

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement.
  2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees to advise and direct those employees to cease such action. It is agreed and understood that any employee violating this Article may be subject to disciplinary action by the District.
  3. It is understood that the District shall be entitled to withdraw any privileges or services provided for in this Agreement or in District policy for any employee or employee organization that violates this Agreement. The District shall allow the Association a reasonable amount of time to correct stated violations when notified of such violation in writing.
- 
1. In addition, the Association, together with their officers, agents, and members, agree that there shall be no strikes, slow-downs, or stoppages of work, including picketing, however peaceful, that tend to interfere with the operation of this District.
  2. It is agreed and understood that no member of the bargaining unit shall be locked out by the District.



ARTICLE XXIII  
CATASTROPHIC LEAVE BANK

1. Creation

- a. The Association and the District agree to create a Catastrophic Leave Bank effective February 20, 2002.
- b. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 2 below.

2. Terms Eligibility and Contributions

- a. Days in the Catastrophic Leave Bank shall accumulate from year to year.
- b. The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by the Association and one (1) member appointed by the District.
- c. All unit members on active duty with the District are eligible to participate in the Catastrophic Leave Bank by contributing at least one day of sick leave. Additional contributions will be assessed each member when the bank falls below 200 days.
- d. Participation is voluntary. Only contributors will be permitted to withdraw from the bank.
- e. The open enrollment period for enrollment in the Catastrophic Leave bank is September 1 – 30. Leave Forms are available on the District website.
- f. Voluntary contributions can be made at any time from any bargaining unit member. Unit members returning from extended leave which included the enrollment period will be permitted to contribute within thirty (30) calendar days of beginning work.
- g. Revision to the definition of “immediate family” language of Bereavement Leave, for this section to add “living in the employee’s home or is claimed as a dependent for tax purposes and is away at school”.
- h. Catastrophic Leave Bank participants who have exhausted all fully-paid leaves, including compensatory time off and any other accumulated fully-paid leave credits, may withdraw days from the Bank for catastrophic illness or injury. An employee who accrues additional fully-paid leave credits on a monthly or annual basis shall use those leave credits prior to leave pursuant to the Bank.
- i. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates either a unit member or a member of the unit member’s immediate family as defined by Article 7 – 4.

### 3. Withdrawal from the Bank

- a. If a unit member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the unit member's family.
- b. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the bank may not exceed the number of contract days remaining in the current school year.
- c. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
- d. If a unit member has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician specialized in the illness/injury. Refusal to submit to the medical review by a physician specialized in the illness/injury will terminate the unit member's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report.
- e. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial.

### 4. Administration of the Bank

- a. The Catastrophic Leave Bank committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member participants, to the Association and to the District.
- b. Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- c. The committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of demands.

- d. Upon request of the Catastrophic Leave Bank Committee, the District will notify the Committee of the following within ten (10) working days:
- (1) The names of participating unit members.
  - (2) The total number of days available in the Bank.

ARTICLE XXIV  
SUPPORT OF AGREEMENT

1. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the District will support this Agreement for its terms and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

ARTICLE XXV  
PROFESSIONAL WORK ATTIRE

1. It is recognized that the certificated staff should maintain appropriate standards of dress, grooming and safety while at work. The intent of this article is not to tell individual employees what to wear, but is designed to deal with situations of inappropriate attire. When the District believes an employee's dress is inappropriate or possess a safety issue, the District will meet and confer with the employee about this concern. The employee may request an ALE representative at these meetings.

ARTICLE XXVI  
COMPLETION OF MEET AND NEGOTIATION

1. The ALE and the District agree to a new three year contract effective July 1, 2015 through June 30, 2018. Reopeners for the 2016-2017 and 2017-2018 school years will include Article III (Salaries and Stipends), Article V (Health and Welfare) and two additional articles for each party.

Ratified for the  
Association of Linden Educators

Ratified for the  
Linden Unified School District

Authorized Representative  
Chief Negotiator  
Date: \_\_\_\_\_

Rick Hall  
Superintendent  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

APPENDIX "B"  
LINDEN UNIFIED SCHOOL DISTRICT  
Salary Schedule Placement/Advancement

1. Original Placement

- a. Placement in the appropriate class shall be determined by the number of acceptable units earned beyond the bachelor's degree, which have been completed in areas related to the teaching assignment. Courses shall be evaluated on the same basis used to evaluate unit approval requests for current employees. A complete transcript of units is to be placed on file in the Superintendent's Office before placement on the salary schedule. All new employees shall be placed at Class I until such transcripts are received.
- b. All degrees and units shall be of a quality acceptable to any standard college or college accrediting agency or to any nationally recognized technical or vocational school for cases where the training under consideration is in the special fields covered by such schools.
- c. Degrees and units shall be acceptable if they are recognized by the California Department of Education.
- d. Quarter units and continuing education units consisting of ten (10) in class hours (C.E.U.'s), are converted to semester units by multiplying by two-thirds.
- e. Effective July 1, 2002, one year of service will be granted for each year of full-time previous certificated teaching experience up to twelve (12) years if the years of full-time service took place during the preceding fourteen (14) year period.

2. Advancement to a Higher Classification

- a. Advancement to the next classification on the Salary schedule shall be based upon units completed on a college level in fields relating to the employee's specialization or assignment.
- b. Units taken for advancement on the salary schedule, including on-line classes, must be from an accredited college or university. Prior approval (written) from the Principal and Superintendent must be obtained for all courses taken for salary adjustments. Prior approval must be requested at least two (2) calendar weeks prior to commencement of the course. Approval shall not be unreasonably withheld and the decision to approve/disapprove and the reasons for disapproval, if applicable, shall be communicated to the teacher within one (1) week prior to the commencement of the course.

- c. No audited classes, D or F grades, or withdrawals from classes will be accepted for salary increase.
- d. No credit will be allowed for courses in which the District pays for attendance or reimburses the employee in any way. No credit will be given for classes taken where release time is given.
- e. A full-time employee shall be allowed to compile a maximum of fifteen (15) semester units during a single year, August 1 to July 31. An employee on a fifty percent (50%) or less assignment shall be allowed to complete a maximum of twenty-four (24) semester units during a year, August 1 to July 31. An employee on leave shall be allowed to complete a maximum of thirty-six (36) semester units during a year, August 1 to July 31. Horizontal movement by column shall be limited only by the authorized units completed and filed with the District prior to August 31.
  - 1. An employee who is not fully certificated and is enrolled in a credentialing program which requires more than fifteen (15) semester units of course work per year will not be subject to the fifteen (15) unit limitation for purposes of advancement on the salary schedule. Annual advancement for employees subject to this section shall be no more than two (2) columns.
- f. An employee shall have one hundred thirty five (135 / 75%) days of satisfactory paid service (or fraction) in any school year to receive a year of service credit.



APPENDIX "C"

**APPENDIX C**

SUPPLEMENTAL SALARY SCHEDULE

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**ELEMENTARY (K-8)**

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Activity Director	\$ 448	per year
Musical Director	\$ 448	per year
Science Camp Teacher	\$ 448	per year
School Year Book Advisor	\$ 448	per year
TIL(1 Per Site)	\$ 1,000	per year

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**LINDEN HIGH SCHOOL**

Activities Director	\$ 1,730	
Department Chairperson	\$ 1,055	(maximum of nine positions)
Employee Service as Substitute	1/6 the short term sub rate \$18* per period (*1/1/08) \$36 per block period	
Class Advisory, BLS Advisor	\$ 237	(five positions)
FFA Advisor	\$ 791	(three positions)
FHA Advisor	\$ 791	(one position)
Link Advisor	\$ 791	(two positions)
Skills USA Construction Technology	\$ 791	(one position)
TIL	\$ 1,000	(two per site)
MECHA Advisor	\$ 633	(one position)
Year Book Advisor	\$ 932	(if a class)

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**HIGH SCHOOL AND ELEMENTARY**

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Counselor (Full Time)	\$ 686	per year
C.S.F. & C.J.S.F. Advisor	\$ 448	per year
Curriculum Council Member	\$ 686	per year
Curriculum Council Task Force Committee	\$ 35	per hour
Bilingual Credential (BCC or BCLAD)	\$ 1,584	per year
Teacher in Charge	\$ 1,402	per year
Employee Service as Substitute	\$ 35	per hour

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# APPENDIX "D"

LEVEL 1: 1-2 (YEARS) LEVEL 2: 3-4 (YEARS) LEVEL 3: 5-9 (YEARS) LEVEL 4: 10+ (YEARS)

## APPENDIX D

SUPPLEMENTAL SALARY  
HIGH SCHOOL COACHING ASSIGNMENTS

<b>A</b>				
<b>FOOTBALL</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	3200	3450	3700	3950
J.V.	2700	2950	3200	3450
ASSISTANT	2200	2450	2700	2950

<b>B</b>				
<b>BASKETBALL</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	2700	2950	3200	3450
J.V.	2200	2450	2700	2950
<b>BASEBALL</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	2700	2950	3200	3450
J.V.	2200	2450	2700	2950
<b>SOCCER</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	2700	2950	3200	3450
J.V.	2200	2450	2700	2950
<b>SOFTBALL</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	2700	2950	3200	3450
J.V.	2200	2450	2700	2950
<b>SWIM</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	2700	2950	3200	3450
ASSISTANT	1700	1950	2200	2450
<b>TRACK</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	2700	2950	3200	3450
ASSISTANT	1700	1950	2200	2450
<b>VOLLEYBALL</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	2700	2950	3200	3450
J.V.	2200	2450	2700	2950
<b>WRESTLING</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	2700	2950	3200	3450
ASSISTANT	1700	1950	2200	2450
<b>CHEER</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	2700	2950	3200	3450
J.V.	2200	2450	2700	2950

<b>C</b>				
<b>CROSS COUNTRY / GOLF / TENNIS</b>				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
VARSITY	2200	2450	2700	2950

APPENDIX "D -1"

LEVEL 1: 1-2 (YEARS) LEVEL 2: 3-4 (YEARS) LEVEL 3: 5-9 (YEARS) LEVEL 4: 10+ (YEARS)

**APPENDIX D-1**  
 SUPPLEMENTAL SALARY  
 HIGH SCHOOL PERFORMING ARTS

<b>A</b>				
<b>DRAMA</b>				
	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>
<b>2 or MORE PRODUCTIONS</b>	3200	3450	3700	3950
<b>1 PRODUCTION</b>	1600	1725	1850	2100

<b>B</b>				
<b>BAND</b>				
	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>
<b>2 or MORE PERFORMING CLASSES</b>	2700	2950	3200	3450
<b>1 PERFORMANCE CLASS</b>	1350	1475	1600	1850

<b>C</b>				
<b>VOCAL MUSIC</b>				
	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>
<b>2 or MORE PERFORMING CLASSES</b>	2200	2450	2700	2950
<b>1 PERFORMANCE CLASS</b>	1100	1225	1350	1600

APPENDIX "E"

LINDEN UNIFIED SCHOOL DISTRICT  
Authorization to Review an Employee's Personnel File

An employee may authorize a paid representative of a certified employee organization to which they are a bargaining unit member or his/her attorney to review his/her personnel file.

An employee has the right to review his/her own personnel file privately, without a representative or an attorney present. An employee may be present when a representative or an attorney, who is authorized by the employee to review his/her personnel file, actually views the personnel file.

An employee must understand that by authorizing a representative or an attorney to view his/her personnel file, the employee shall hold the District harmless should any information in the personnel file be used in an unauthorized manner.

I hereby authorize \_\_\_\_\_ to view my personnel file.

I have read the statements above and by signing this form, hold the District, the Superintendent and the Superintendent's staff harmless should any information contained in this personnel file be used in an unauthorized manner by my representative (s).

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

APPENDIX "F"

LINDEN UNIFIED SCHOOL DISTRICT  
Procedures for Revising Agreement

1. Revision of this Agreement

Either party may serve notice on the other party at least sixty (60) days before the term of the current Agreement ends, that they wish to amend, modify or supplement this Agreement.

2. Meet and Negotiate Schedule

- a. Negotiations shall take place at mutually agreeable times and places during the regular school day or mutually agreeable times outside the school day.
- b. The parties shall establish any additional and necessary ground rules at the first negotiation meeting scheduled.

APPENDIX "G"

LINDEN HIGH SCHOOL  
RESTRUCTURING LANGUAGE

Due to the restructuring of the Linden High School, the following contract language has been discussed and is mutually agreed to:

1. The school day shall begin at 8:00 A.M. and conclude at 3:00 P.M. (The schedule may change due to a change in the start times to accommodate transportation but the total instructional minutes shall remain unchanged.)
2. All Linden High School staff meetings shall be held during the school day, unless the site administrator reasonably determines that the special circumstances require otherwise.
3. Twice a month the instructional schedule shall be shortened by 120 minutes for the following purposes:
  - a. staff meetings
  - b. shared decision making processes
  - c. curriculum development
  - d. department meetings
  - e. staff development activities
4. To establish the last day of the first semester as a non-student contact. This practice is to be incorporated into the annual school calendar development process. This day shall be used as a teacher preparation day and not used for district or site inservices, staff meetings, shared decision making meetings, or curriculum development meetings.
5. Should the Block Schedule be eliminated, the aforementioned agreement shall be void.

As per agreement 11/27/94

APPENDIX "H "

APPENDIX "I "



**APPENDIX J**  
**LINDEN UNIFIED SCHOOL DISTRICT CERTIFICATED PERSONNEL STULL/EVALUATION** Page 1 of 5

OBSERVATION # \_\_\_\_\_ DATE:  FINAL EVALUATION DATE: \_\_\_\_\_ STULL CONF. DATE: \_\_\_\_\_

Evaluatee: \_\_\_\_\_ Position: \_\_\_\_\_ School: \_\_\_\_\_

Peer Assistance and Review (PAR) Program  YES  No

Status:  Intern  Temporary  Emergency  Probationary I  Probationary II  Permanent

Evaluator: \_\_\_\_\_ Position: \_\_\_\_\_ School Year: \_\_\_\_\_

Rating: S = Satisfactory N = Needs Improvement

	Rating		COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
<p><b>STANDARD I - Engaging &amp; Supporting All Students in Learning</b></p> <ul style="list-style-type: none"> <li>■ Build on students' prior knowledge, life experience, and interests to achieve learning goals for all students;</li> <li>■ Use a variety of instructional strategies and resources that respond to students' diverse needs;</li> <li>■ Facilitate challenging learning experiences for all students in environments that promote autonomy, interaction, and choice;</li> <li>■ Actively engage all students in problem solving and critical thinking within and across subject areas;</li> <li>■ Teach concepts and skills in ways that encourage students to apply them in real-life contexts that make subject matter meaningful;</li> <li>■ Assist all students to become self-directed learners able to demonstrate, articulate, and evaluate what they learn.</li> </ul>	<div style="border: 2px solid black; padding: 2px; display: inline-block;">Rating</div>		

**APPENDIX J**  
**LINDEN UNIFIED SCHOOL DISTRICT CERTIFICATED PERSONNEL STULL/EVALUATION**

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	<b>Rating</b>	<b>COMMENDATIONS / RECOMMENDATIONS / EVIDENCE</b>
<p><b>STANDARD II - Creating &amp; Maintaining Effective Environments for Student Learning</b></p> <ul style="list-style-type: none"> <li>■ Create physical environments that engage all students in purposeful learning activities and encourage constructive interactions among students;</li> <li>■ Maintain safe learning environments in which all students are treated fairly and respectfully;</li> <li>■ Encourage all students to participate in making decisions and in working independently and collaboratively;</li> <li>■ Assure that expectations for student behavior are established early, clearly understood, and consistently maintained;</li> <li>■ Make effective use of instructional time as they implement class procedures and routines.</li> </ul>	<div style="border: 2px solid black; padding: 2px; display: inline-block;">Rating</div>	

	<b>Rating</b>	<b>COMMENDATIONS / RECOMMENDATIONS / EVIDENCE</b>
<p><b>STANDARD III - Understanding &amp; Organizing Subject Matter for Student Learning</b></p> <ul style="list-style-type: none"> <li>■ Exhibit strong working knowledge of subject matter and student development;</li> <li>■ Organize curriculum to facilitate students' understanding of the central themes, concepts, and skills in the subject area;</li> <li>■ Interrelate ideas and information within and across curricular areas to extend students' understanding;</li> <li>■ Use their knowledge of student development, subject matter, instructional resources, and teaching strategies to make subject matter accessible to all students.</li> </ul>	<div style="border: 2px solid black; padding: 2px; display: inline-block;">Rating</div>	

OBSERVATION # \_\_\_\_\_ DATE:  FINAL EVALUATION DATE: \_\_\_\_\_ STULL CONF. DATE: \_\_\_\_\_

<b>STANDARD IV - Planning Instruction &amp; Designing Learning Experiences for All Students</b>	<b>Rating</b>	<b>COMMENDATIONS / RECOMMENDATIONS / EVIDENCE</b>
<ul style="list-style-type: none"> <li>■ Plan instruction that draws on and values students' backgrounds, prior knowledge, and interests;</li> <li>■ Establish challenging learning goals for all students based on student experience, language, development, and home and school expectations;</li> <li>■ Sequence curriculum and design long-term and short-range plans that incorporate subject matter knowledge, reflect grade-level curriculum expectations, and include a repertoire of instructional strategies;</li> <li>■ Use instructional activities that promote learning goals and connect with student experiences and interests;</li> <li>■ Modify and adjust instructional plans according to student engagement and achievement.</li> </ul>		

<b>STANDARD V - Assessing Student Learning</b> <small>NOTE: Excludes standardized tests unless mandated through the Education Code</small>	<b>Rating</b>	<b>COMMENDATIONS / RECOMMENDATIONS / EVIDENCE</b>
<ul style="list-style-type: none"> <li>■ Establish and clearly communicate learning goals for all students;</li> <li>■ Collect information about student performance from a variety of sources;</li> <li>■ Involve all students in assessing their own learning;</li> <li>■ Use information from a variety of ongoing assessments to plan and adjust learning opportunities that promote academic achievement and personal growth for all students;</li> <li>■ Exchange information about student learning with students, families,</li> </ul>		

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and support personnel in ways that improve understanding and encourage further academic progress.

<b>STANDARD VI - Developing as a Professional Educator</b>	<b>Rating</b>	<b>COMMENDATIONS / RECOMMENDATIONS / EVIDENCE</b>
<ul style="list-style-type: none"> <li>■ Reflect on teaching practice and actively engage in planning their professional development;</li> <li>■ Establish professional learning goals, pursue opportunities to develop professional knowledge and skill, and participate in the extended professional community;</li> <li>■ Learn about and work with local communities to improve professional practice;</li> <li>■ Communicate effectively with families and involve them in student learning and the school community;</li> <li>■ Contribute to school activities, promote school goals, and improve professional practice by working collegially with all school staff;</li> <li>■ Balance professional responsibilities and maintain motivation and commitment to all students.</li> </ul>		

\_\_\_\_\_  
 Evaluatee's Signature      Date

\_\_\_\_\_  
 Evaluator's Signature      Date

Note: Not all indicators may be observed in each lesson

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