

NVEA 2009-2012 Collective Bargaining Agreement

ARTICLE 1: AGREEMENT

- 1.1 This Agreement is entered into this 1st day of March, 2010 between the Board of Education of the Napa Valley Unified School District, Napa, California, hereinafter called "the Board," and the Napa Valley Educators' Association/CTA/NEA, hereinafter called "the Association."
- 1.2 This Agreement shall remain in full force and effect up to and including June 30, 2012.
- 1.3 This Agreement shall be extended annually if neither party has notified the other ninety (90) days prior to the expiration of this Agreement of the desire to meet and negotiate for a successor agreement. Either party may provide written notice and a written proposal to the party, which shall signify said desire.
- 1.4 In negotiating future agreements, either party may indicate a desire to maintain existing articles and/or change existing articles by submitting only amendments to the text.
- 1.5 This Agreement is entered into pursuant to the authority contained in Chapter 10.7, section 3540.1(h) of the Government Code.

ARTICLE 2: RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees, excluding day-to-day substitutes, management, confidential, and supervisory employees, itinerant speech and language specialists/severe disorders of language specialists, psychologists and school social workers.
- 2.2 The term "unit member" as used hereinafter shall mean an employee included in the recognized bargaining unit.
- 2.2.1 No member of the association shall be discriminated against because of race, color, national origin, ethnic group, religion, sex/gender, sexual preference, age, physical or mental disability, marital status, political affiliation, membership in NEA/CTA/NVEA, participation in the activities of an employee organization, or because of the exercise of rights contained in this Agreement.
- 2.3 When new positions are created, the Board shall consult with all interested units prior to determining placement. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) through the normal process for disposition.

ARTICLE 3: SAVINGS

- 3.1 If any provision/s of this Agreement is/are held to be contrary to law or a rule or regulation having force of law by a court of competent jurisdiction, such provision/s shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 3.2 In the event that a provision of the contract is declared invalid, the parties shall meet in a negotiating session within fifteen (15) work days, upon receipt of written request, to determine if renegotiation of the provision/s is/are necessary.

ARTICLE 4: WAGES

- 4.1 Preamble: For each school year the basic, supplemental, and summer school salary schedules shall be adjusted as determined by the District/Association formula and as set forth in the yearly salary schedules available in the Office of Human Resources.
- 4.1.1 Supplemental Salary (for work within the school day): Those unit members appointed by the Board to serve in positions such as Middle School Team Leaders, and Elementary Teacher In Charge, shall receive supplemental pay, as per the Supplemental Pay for Supplemental Assignments salary schedule. Said appointments shall be made in the sole, exclusive, and final judgment of the Board.
- 4.1.2 Extra Duty Salary: Those unit members appointed by the Board to perform extra duty services shall receive supplemental pay, as per the appropriate salary schedule. Extra duty services include, but are not limited to, home teaching, curriculum development, certificated summer school teachers, Saturday school, some early retirement services and coaches. NVUSD teachers who receive hourly pay for services that sit outside of the Supplemental and Extra Duty Salary schedules shall be compensated at the highest rate on the summer school salary schedule.
- 4.1.3 Summer School Salary: Those unit members appointed by the Board to perform summer school services shall receive pay, as per the Summer School Salary Schedule.
- 4.1.4 A unit member shall not ordinarily return to work after the close of the on-site workday to perform District duties related to Continuum of Services for Student Intervention which includes the Napa Master Plan for Special Education.
- 4.1.4.1 Every good faith effort will be made to schedule all IEP conferences during the seven (7) hour work day.
- 4.1.4.2 In the event a unit member is required by the District to return after the close of the on-site workday for Student IEPs which includes the Napa Master Plan for Special Education, the unit member shall be compensated in accordance with the Summer School salary schedule.

- 4.1.5 Unit members who are asked by the site administrator to supervise students or to substitute on an emergency basis as no substitute is available, during their regular preparation/conference period shall be compensated as follows: Full time teachers will be paid off of the Certificated Summer School salary schedule at a Class 6; part time teachers will be paid off the Substitute Salary Schedule.
- 4.1.6 The Board agrees to reimburse unit members for mileage, between assigned work locations, at the District approved rate, when a unit member is assigned to more than one work location on a regular basis. The use of private vehicles for school business and the reimbursement for mileage is subject to the prior approval of the immediate supervisor.

4.2 Initial Placement

- 4.2.1 Unit members shall be placed on the salary schedule in force at the time of hiring and shall be compensated on the basis of preparation for the teaching profession and the number of years of teaching or comparable experience. Credit on the salary schedule for advanced degrees shall be granted only in the case of earned degrees (this excludes honorary degrees) from "accredited" institutions. The applicant shall establish the validity of the accreditation of the degree-granting institution to the satisfaction of the District. Teachers new to the District shall be credited with no more than six (6) years of previous experience. Teachers returning within thirty-nine (39) months shall be credited with their full years of service with the district. Ed Code 44931
- 4.2.2 The basic salary of regular part-time unit members during the length of the individual contract shall be at a ratio proportionate to the unit member's part-time condition of employment. (See 4.4 – Step Advancement)
- 4.2.3 Unit members shall be placed in the class of the Summer School A Salary Schedule which corresponds to the number of semester units earned and registered with the Office of Human Resources as of the first day of May preceding the summer school session.

4.3 Class Advancement

- 4.3.1 As a condition of class advancement, the authorized District Form 11 must be filed prior to April 15th by the unit member intending to advance. Should April 15th fall on a non-work day, the deadline will be the next working day. Failure to meet these deadlines will result in no class advancement for that year. All unit members will be informed between March 15th and April 1st of the April 15th deadline.
- 4.3.2 A unit full time member who continues his/her professional growth through enrollment in graduate courses related to his/her professional responsibilities may be granted class advancement on the salary schedule in fifteen (15) semester unit blocks. The units must be taken after the Bachelor's Degree has been awarded.
- 4.3.3 The Professional Standards Committee, as overseen by the District and the Association, will establish procedures to be followed for the review and advance approval of those scholastic units to be undertaken by unit members for class advancement, improved learning on the part of his/her students and the professional growth of the unit member.
- 4.3.4 Unit members on leave of absence for study or on a part time assignment who are in approved credential or advanced degree programs, may apply all units achieved in such a program. The unit member requesting a salary advancement must submit all relevant degrees and transcripts for examination and approval by the Department of Human Resources. All units and degrees shall only be approved by the District when they have been achieved at an accredited college or university.
- 4.3.5 National Board Certification Stipend
Beginning school year 2000-2001, a stipend for "National Board Certification" was added to the salary schedule. The stipend will be comparable to the Doctorate degree, and will be paid for out of the formula.
- 4.3.6 School nurses shall be granted credit for salary class advancement upon completion of the thirty (30) hours of continuing education courses required for renewal of the registered nurse license only. Fifteen (15) hours of continuing education is equivalent to one (1) semester unit.

4.4 Step Advancement

No unit member shall receive a step advancement unless the unit member has been under contract in paid status to the District at least seventy-five (75) percent (136.8 days) of the school year (182.5) days.

4.5 Supplemental Assignment

4.5.1 The District may offer additional hours of teaching to unit members already teaching a full contract day. If unit members accept teaching assignments beyond a full contract (1.0 FTE), they shall be compensated based on five (5) additional periods per week on a prorated amount thereof. A teaching period for the purposes of this contract is defined as approximately fifty-five (55) minutes of teaching time. Unit members shall be entitled to State Teachers Retirement System (STRS) benefits, in the event STRS permits.

4.5.2 Sick Leave

4.5.2.1 Unit members participating in this program shall earn special sick leave at the rate of one (1) hour of leave per month. Sick leave under this section shall be used only for absence from this program and shall not be added to sick leave earned under Education Code section 44978 and shall not be used for retirement credit.

4.5.2.2 Unit members who leave the program shall lose special sick leave. Teachers returning to the program shall have restored any special sick leave previously earned.

4.5.3 Assignments shall be made after members have had the opportunity to apply, and selection will be made using the criteria of preparations and program skills as defined in Article 9: Transfer, Sections 9.2.2.1, 9.2.2.2, and 9.2.2.3.

4.6 When middle school team leader stipends are given, the costs of all team leaders will be charged to the association's side of the formula. The formula for the number of team leader stipends is: $\text{total enrollment [including Special Education]} \div 150 = \text{stipends} + 1 \text{ additional stipend.}$

4.6.1 The formula for the number of team leader stipends is the total enrollment (including special education students) divided by 150. The result will establish the number of team leader stipends to be allocated for academic teams. Add to this result one additional stipend to account for Physical Education (PE) because, PE has been asked to perform leadership functions without compensation. Therefore, the formula for determining the number of team leader stipends at each middle school should be expanded by this one additional stipend.

4.6.2 The cost of all team leaders will be charged to the association's side in the formula.

4.7 Role Recognition and Incentive Program

4.7.1 It is the intent of this program to promote an effective problem-solving relationship between principals and site representatives at each school as well as to recognize and encourage service in NVEA roles. It is expected that participating site representatives will meet and work on a regular basis with the school principal for the purposes of communications and problem solving.

The normal district/association communication mechanisms assumes that issues affecting specific individuals at school sites will be considered first through the site representative/principal communications process before being considered at the NVEA/NVUSD Council level. Unit members at school sites are encouraged to select a representative willing to meet and work with the principal at that site to address problems which occur at the school. Training will be offered on a regular basis to ensure that principals and site representatives have a common vocabulary and methodology for addressing issues which arise.

4.7.2 Each individual filling one of the following roles will be eligible for the recognition and receive an incentive. Those serving in more than one role will qualify for one allocation:

4.7.2.1 Site and itinerant teacher representatives; and

4.7.2.2 Executive Board members fifteen (15) excluding the positions which already receive release periods (currently the President and Bargaining Chair), unless they take on another leadership role.

- 4.7.3 The Association may increase the number of site representatives to be included in this program and paid for by formula training/retraining dollars, according to the by-laws, by sending an official memo to the Employer-Employee Relations Office.
- 4.7.4 Incentives will consist of six (6) half-days of released time, as indexed to the current substitute cost per half-day, or the equivalent in instructional supplies. The released time will be at the teacher's discretion in accordance with the provisions of this article based on the criteria that it be used for furthering professional activities related to the teacher's job or association role.
- 4.7.5 Substitutes will be afforded on a space available basis.
- 4.7.6 When substitutes are available, one day of released time must be allocated for Employer Employee Relations (EER) training the first year that the member participates in the program (or the first time thereafter that the training is offered); or, when a site team changes. The remaining days may be used for professional purposes but must include the provision that regular meeting time with the school principal be included either in the plans for the use of the allocated time, or at some other time mutually agreeable to the principals and site representative(s).
- Examples for which release time can be used:
- This incentive can be used in any reasonable combination totaling three (3) full days of released time or the equivalent, or applied to a school club account or instructional supply credits utilizing district accounting protocols and procedures.
- 4.7.7 The days will be allocated in advance. Approval of the released day or other allocation of the incentive will be subject to verification by the association and/or the principal that the association role is being fulfilled.
- 4.7.8 The program will be reviewed at each contract renewal.
- 4.7.9 Funding will be allocated from formula training/retraining dollars. Allocations will not be carried over.
- 4.7.10 The program accounting will be maintained in the EER Office. Requests for substitutes and purchase orders for instructional materials will be subject to prior approval of the school principals.

ARTICLE 5: HEALTH AND WELFARE BENEFITS

- 5.1 The District shall provide health insurance for unit members and their dependents. The District's contribution through the NVEA Formula to a health plan shall not exceed \$346.88, per month per member. It is understood and agreed that participating unit members will pay the difference, if any, between the \$346.88 per month and the actual insurance premium. The District through the NVEA Formula will also provide Delta Dental insurance for all unit members and their dependents with \$1,500.00 benefit cap including prosthodontics at the 50% co-insurance.
- 5.1.1 Unit members working less than full time shall receive the appropriate proration of the \$346.88 per month amount. The sum of the total amount computed shall be applied first against the District dental insurance and any balance remaining towards District medical insurance.
- 5.2 In the case of a unit member who is married to or is a domestic partner with another District employee, the District, through the NVEA Formula, will contribute a combined CAP (or pro ration) to the cost of one family health plan only, or provide the CAP (or pro ration) for each of the married or domestic partner employees.
- 5.2.1 In the case of a unit member who has health insurance provided from a source other than the District, the District will provide the unit member a stipend of \$75 per month if the member declines enrollment in the District health insurance coverage. Unit members working less than full time shall receive the appropriate proration of the \$75.00 per month amount. The opportunity to elect to participate in this health insurance rebate program will be available to unit members during open enrollment. The form to elect participation in this health insurance rebate program will be made available to unit members, upon request, from the Payroll Department of Fiscal Operations during open enrollment. Participation in this program is predicated upon annual submittal of proof of health insurance.
- 5.3 The Board and the Association shall negotiate any proposed changes in health and dental plans.

- 5.4 The District shall provide a life insurance premium with a cap of \$4.00 per month equal to Provident Life and Accident insurance plan with a death benefit of \$20,000 for unit members only who are employed .50 FTE or more. Those employed less than .50 FTE may enroll in the plan at their own expense provided the carrier so allows. The Association shall have sole responsibility for distribution and collection of unit member application cards.
- 5.5 The spouse/domestic partner of a deceased unit member may continue group coverage until age sixty-five (65) for him/herself, provided the spouse/ domestic partner pays all costs in advance monthly, and provided the carrier/s of the District plan/s so allow.
- 5.6 The District, through the NVEA formula, shall provide unit members who retire before June 30th of the current school year Board approved health and dental insurance coverage until age sixty-five (65) for retiree and spouse/domestic partner in an amount not to exceed \$346.88 per month per retiree to cover health insurance for two (2) plus the current cost of Delta Dental coverage.
- 5.6.1 Those retirees with spouse/domestic partner who retire after July 1, 1991 will be eligible for an amount not to exceed the CAP for active employees.
- 5.6.2 Those retirees on single coverage will receive the CAP.
- 5.6.3 All retirees will also be eligible for District reimbursement for the current cost of Delta Dental coverage for retiree and spouse/domestic partner.
- 5.6.4 Retirees will have the same plan as active employees described in Section 5.1, provided that the carrier so allows.
- 5.6.5 The retiree shall have completed a minimum of ten (10) years of service to the District. When the spouse/domestic partner reaches sixty-five (65) years, the District paid coverage shall be discontinued for the spouse/domestic partner.
- 5.6.6 The retiree shall advise the District at least thirty (30) days in advance of the spouse's/domestic partner's sixty-fifth (65) birthday.
- 5.6.7 The retiree may continue group coverage for retiree and/or spouse/domestic partner provided the retiree pays all costs in advance monthly and provided the carrier(s) of the District plan(s) so allow.

- 5.6.8 The spouse/domestic partner of a deceased retiree may continue group coverage until age sixty-five (65) for him/herself, provided the spouse/domestic partner pays all costs in advance monthly, and provided the carrier(s) of the District plan(s) so allow.
- 5.6.9 It is understood and agreed that participating retirees shall pay the difference, if any, between the District's contribution and the actual insurance premium.
- 5.7 A unit member who retires before June 30th of the current school year and is enrolled in District provided group life insurance may continue group coverage until age sixty-five (65) for retiree only provided the retiree pays all costs in advance monthly and provided the carrier(s) of the District plan(s) so allow.

ARTICLE 6: UNIT MEMBER WORK YEAR

- 6.1 The unit member work year shall be 182.5 workdays including 180.0 instructional days, and 2.5 professional days, with the exception of counselors whose work year shall be 192.5 workdays or the equivalent.
 - 6.1.1 Within the 2.5 professional days, .5 day shall be allocated for the exclusive use of teacher classroom set up; and, .5 day shall be allocated for the exclusive use of teacher classroom closing.

ARTICLE 7: HOURS OF EMPLOYMENT

- 7.1 The unit member/s professional day shall normally include:
- 7.1.1 A minimum thirty (30) minute duty-free lunch period, exclusive of passing time;
 - 7.1.2 A minimum morning relief period of ten (10) minutes each day; and
 - 7.1.3 A planning, preparation or conference time unless otherwise arranged will be as follows:
 - 7.1.3.1 Planning, preparation or conference time is defined as a time/activity to advance specific student/s' learning and may include individual or group preparation and planning and individual or group conferencing. Meetings called by administrators during this period shall be scheduled no less than one (1) day in advance and will be limited to a reasonable number. This is not to be construed as prohibiting administrators and unit members from meeting at any time.
 - 7.1.3.2 Regular part-time members will be assigned a prorated share of planning, preparation or conference time, duties and extra-curricular activities.
 - 7.1.3.3 When planning, preparation or conference time is used at a place other than the work location, the unit member will secure the approval of the site administrator/ designee before leaving the work site.
 - 7.1.4 Secondary: School schedules within the seven (7) hour professional day may vary based on the site's bell schedule.
 - 7.1.4.1 "Traditional schedules" may be defined as periods 1-6 every day.
 - 7.1.4.1.1 Unit members in the middle and high school program will teach the equivalent of five (5) regular periods per day. Exceptions shall be subject to mutual agreement between the member involved and the site administrator.
 - 7.1.4.1.2 Each full time unit member, middle school and high school shall receive one (1) period for planning as defined in 7.1.3.1 each work day.

7.1.4.2 “Non-traditional schedules” may be defined as block periods or a combination of block and traditional periods.

7.1.4.2.1 Each full-time unit member, middle and high school, shall receive the equivalent of one block period for planning and preparation as defined in 7.1.3.1 at least every two days for schools on a “non-traditional” schedule.

7.1.4.2.2 Planning and preparation time as defined in 7.1.3.1 for “non-traditional schedules shall be at least equivalent to that provided in a “traditional” schedule as measured over a ten (10) day period.

7.1.4.3 The schedule in effect at a site at the time of ratification will be the default schedule.

7.1.4.4 When determining schedules, secondary schools will follow the process outlined in Article 17. For purposes of this section, the vote requirement shall be a 2/3 majority of the members who vote.

7.1.4.5 Schools may commit to a schedule for the term of the contract with a yearly revisit with the site NVEA leadership team and the site administration.

7.1.5 Elementary: Each full-time unit member at elementary sites shall receive a total of sixty (60) minutes preparation time within each seven (7) hour work day when students are not in attendance. This time will normally be divided with fifteen (15) minutes coming at the beginning of the seven (7) hour professional work day and forty-five (45) minutes coming at the close of the professional work day. The allocation of prep time may vary when a site has a school based exception to the CBA. (See Article 17)

7.1.5.1 Every classroom teacher grades 1-5 shall receive one forty (40) minute preparation period per week, scheduled during the time in which students are in attendance at their elementary school. This preparation period is in addition to the regularly scheduled daily preparation period which is scheduled when students are not in attendance at that elementary school.

Based on the current funding mechanism Special Education teachers do not receive this forty (40) minute preparation period. (It is the intent that the parties will jointly investigate providing special ed teachers with equitable preparation time.)

- 7.1.5.1.1 Funding for these 1-5 elementary preparation periods will come from the NVEA/NVUSD certificated teacher formula.
- 7.1.5.1.2 Physical Education and Music Teachers providing elementary preparation time will be based on an elementary school's schedule and a seven (7) hour work day. It is the intent to maintain elementary preparation Physical Education classes at a recommended ratio of 30 to 1 and elementary music teachers at a recommended ratio of 33 to 1. Travel time and mileage at the current District rate will be included when those teachers are required to travel between schools.
- 7.1.5.2 Every kindergarten teacher shall receive one forty (40) minute preparation period per week. Kindergarten teachers will work with their site administrators to schedule the forty (40) minutes preparation period during a time when school is in session but not when the kindergarten teacher is engaged in her or his primary teaching assignment.
- 7.1.5.3 A kindergarten teacher's full-time duties shall be related to the K-5 program as determined by the site administrator/designee with input from the staff. Annual site plans shall be submitted to NVEA/NVUSD Leadership/Council. This plan shall give a detailed schedule of each kindergarten teacher's seven (7) hour workday.
- 7.1.5.4 Special school day schedules may preempt this period of time and the unit member/s will be advised a day in advance.
- 7.1.6 Modifications of the professional day schedule, if necessary, will be done by the site administrator, utilizing staff input, and submitted to the superintendent/designee for approval.

- 7.1.7 The components of the on-site professional day shall not exceed seven (7) hours unless otherwise requested by the unit members and approved by the site administrator. (Exception for faculty meetings addressed in Article 7.7) Modifications of the professional day schedule, if necessary, will be done by the site administrator and school staff using Article 17.
- 7.2 Unit members are also required to undertake a maximum of six (6) additional extra-duty assignments which will include Back-to-School and/or Open House activities during the school contract year.
- 7.2.1 These assignments may require that the member remain or return after the close of the on-site workday; e.g. supervision of social, service, athletic activities; traffic patrol; District committees; or other non-classroom assignments as determined by the site administrator/designee. Unit members assigned to more than one (1) site will be assigned no more than a total of two (2) additional duty assignments beyond Open House and Back to School.
- 7.2.2 These assignments will be allocated according to the need at the particular site. Consideration will be given to assignments at other schools of comparable grade levels and/or size.
- 7.2.3 These assignments will be made equitably and impartially by the site administrator with staff consultation and will be determined and published within the first twenty (20) work days. Management reserves the right to make adjustments or changes with reasonable notice. No change will be made within forty-eight (48) hours, except in an emergency, without mutual agreement between the unit member and site administrator/designee.
- 7.2.4 These assignments will not be made on Saturdays, Sundays, or holidays, except by mutual agreement between the site administrator and the individual unit member involved.
- 7.3 In addition to assigned screening committees, nurses shall be required to undertake two (2) additional assignments as set forth in Section 7.2.
- 7.4 Nurses shall not be required to accompany overnight trips.
- 7.5 Resource Specialists shall not normally be assigned to substitute in a regular class or to perform administrative duties except in an emergency. This is not to be construed as prohibiting a Resource Specialist from working with classroom teachers.

- 7.6 In an emergency, the site administrator/designee has the right to assign unit members as needed.
- 7.7 Administratively called faculty meetings called for outside the regular on-site workday shall be limited to two (2) regular meetings per month. Emergency faculty meetings may be called by the site administrator/designee should an important need arise. All faculty meetings shall normally close by 4:15 p.m.; should such a meeting extend beyond 4:15 p.m., unit members have the option of remaining.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 Definitions

- 8.1.1 A "grievance" is a claim by a unit member, or group of unit members similarly situated, that there has been a misinterpretation, misapplication or violation of an express provision of this Agreement.
- 8.1.2 An "aggrieved person" is the unit member(s) who claim(s) to have been adversely affected under the terms of this Agreement.
- 8.1.3 A "day" is any working day in which the District Office is open for business.
- 8.1.4 A "supervisor" is the administrator having immediate jurisdiction over the matter which gave rise to the grievance.
- 8.1.5 The "Association" is the Napa Valley Educators Association.

8.2 Purpose

- 8.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances of members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 8.2.2 Nothing contained herein will limit the right of any member of the bargaining unit having a grievance to discuss the matter informally with the appropriate administrator. The grievance may be adjusted without the intervention of the Association provided that the adjustment is consistent with the terms of this Agreement and that the Association has received a copy of the grievance, its proposed resolution, and has been given an opportunity to file a response.
- 8.2.3 Any grievance not appealed to the next level of the procedure within prescribed time limits shall be considered settled on the basis of the answer given at the preceding level. The number of days indicated at each level should be considered a maximum and the best efforts should be made to expedite the process. Time allowances set forth in this procedure may be extended by mutual consent for illness or incapacity of one of the parties.

- 8.2.4 In the event a grievance is filed so late in the school year that it could not be adjusted by the end of the school year, the parties will use their best efforts to reduce the time limits set forth in order that the grievance might be adjusted by the end of the regular school year or as soon thereafter as possible.
- 8.2.5 It is the specific intent of the parties to limit summer school employees' use of the grievance procedure to Article 4: Wages, Section 4.1.3 and Article 13: Class Size, Section 13.2.6.

8.3 General Provisions

- 8.3.1 Except as otherwise provided in Government Code section 3543, an aggrieved person may be heard personally or by a representative of his choice, who may be a representative of the Association. An aggrieved person may authorize, in writing, the Association to pursue the grievance on his/her behalf. The Association then becomes the grievant.
- 8.3.2 Should the processing of a grievance require attendance of the aggrieved person and a representative, if any, at a hearing during his/her regular duty assignment, he/she shall be released without loss of compensation. Arrangements for release time shall be made by the aggrieved person and representative with the immediate supervisor/s.
- 8.3.3 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants in a grievance file in the Employer-Employee Relations Office.
- 8.3.4 Forms for filing grievances will be available in the immediate supervisor's office and the District Human Resources Office. The grievance form shall contain the name(s) of the aggrieved person(s), appropriate administrator(s) whose action/s gave rise to the grievance, date of the occurrence, specific article and section of the agreement alleged to have been violated, a description of the grievance, the specific remedy requested and shall be signed and dated by specific person(s).
- 8.3.5 The parties agree that no reprisals of any kind shall be taken by or against any participant in the Grievance Procedure.

8.3.6 The President, acting for the Association, may file a grievance, beginning at Level 2, claiming to have been adversely affected by the District specified in:

- Section 2.1: Recognition
- Article 3: Savings
- Section 5.4: Health and Welfare Benefits
- Section 18.1: Miscellaneous Provisions
- Section 18.4: Miscellaneous Provisions
- Article 19: Negotiating Procedures

8.4 Procedure

8.4.1 Informal Level: In order to be considered a grievance, the unit member must initiate action within twenty (20) working days of the time that he/she knew, or should have known, of the act or omission giving rise to the grievance.

8.4.1.1 The aggrieved person shall, within the twenty (20) day time limit, attempt to resolve the claim by an informal interest based problem solving conference with the immediate supervisor. At the request of the unit member, an Association representative may assist with interest based problem solving.

8.4.1.2 If an informal resolution has not been affected, the aggrieved person may, within five (5) days, file a formal grievance.

8.4.2 Formal Level I: The formal grievance shall be filed with the immediate supervisor, on the appropriate District form.

8.4.2.1 The immediate supervisor shall respond to the aggrieved person in writing within ten (10) days after receiving the grievance form.

8.4.2.2 A conference shall be held within the above time limits at the request of either the aggrieved person or the immediate supervisor.

8.4.3 Level II (Appeal to the Superintendent): If the grievance is not resolved at Level I, the aggrieved person may appeal the decision on the appropriate form to the Superintendent/designee within the ten (10) days of receipt of the Level I response. This statement shall include a copy of the original grievance, the response, and a statement of the reasons for the appeal.

- 8.4.3.1 The Superintendent/designee shall respond to the aggrieved person, the Employer-Employee Relations Office, and the immediate supervisor in writing within ten (10) days of this appeal.
- 8.4.3.2 A conference shall be held at the request of either the aggrieved person or the superintendent/ designee within ten (10) days of receipt of the appeal.
- 8.4.4 Level III (Conciliation): If the aggrieved person is not satisfied with the Level II decision, or if no decision is rendered within the specified time limits, s/he may request the Association to seek conciliation pursuant to this section.
- 8.4.4.1 The Association, if concurring with the grievant's request to seek conciliation, in writing, within ten (10) work days, will request the California Conciliation Service to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent/designee and the grievant when the request is made.
- 8.4.4.2 The California Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association) within ten (10) work days of receipt of letter, who, within fifteen (15) work days of appointment shall attempt to resolve the grievance. If for any reason the California Conciliation Service fails to or refuses to act as provided herein, the parties shall meet and seek alternative conciliation methods.
- 8.4.4.3 The mediator shall not make written or public recommendations relative to the grievance.
- 8.4.4.4 The conciliation/mediation process shall not exceed one (1) day.

- 8.4.5 Level IV (Arbitration): If the alleged grievance is not resolved at Level III, the unit member may, within ten (10) days, request in writing that the Association submit the grievance to arbitration. The Association shall, within fifteen (15) days of receipt of such request, submit to the unit member in writing its decision regarding submission of the grievance to arbitration after notifying in writing the Superintendent or the Employer-Employee Relations Office.
- 8.4.6 Duties of the Arbitrator
- 8.4.6.1 The arbitrator shall consider only those issues which have been properly carried in writing through the steps of the grievance procedure.
- 8.4.6.2 The arbitrator shall give all parties a reasonable opportunity to present evidence, witnesses and arguments.
- 8.4.6.3 The arbitrator shall have no authority to interpret any state or federal law in the consideration of a grievance.
- 8.4.6.4 The arbitrator may recommend such remedies as he/she judges to be proper and reasonable.
- 8.4.6.5 It is recommended by the parties that the arbitrator render a decision within fifteen (15) working days after the arbitration hearing.
- 8.4.6.6 The decision of the arbitrator shall be final and binding on the parties unless within thirty (30) days both the District and the Association agree to reject the arbitrator's award. If the arbitrator's award is rejected, the District and the Association will meet and seek alternative solutions.
- 8.4.6.7 All costs of the arbitrator and court reporter shall be shared equally between the District and the Association.
- 8.4.7 Selection of the Arbitrator: The arbitrator shall be chosen by the parties alternately striking names from a list of five (5) names which shall be certified annually by the Board of Education and the Association. This list shall be established by the Board and the Association each submitting a list of names of ten possible arbitrators. Any names found on both lists shall be placed on the final list. Any remaining names required to establish the list of five (5) shall be selected by agreement of both parties or by lot if agreement is not reached.

ARTICLE 9: TRANSFER

- 9.1 Definitions: A transfer to another school or change in assignment may be requested by any unit member or may be initiated by the District.
- 9.1.1 The movement of a teacher to a different school shall be considered a transfer.
- 9.1.2 A reassignment is the movement of a unit member from one subject area to another subject area or one grade level to another grade level at the same work location.
- 9.1.3 Whenever the needs of a school require that the principal fill a position from within the school, that position shall be an assignable position and not an open position.
- 9.1.4 An open position is a vacancy at a school location which is not filled as an assignment and which the District has determined is to be filled by a probationary or permanent unit member, rather than a substitute or temporary teacher.
- 9.1.4.1 Open positions shall be announced by the District. The Department of Human Resources shall provide notice of all vacancies, promotional positions, and new positions as they occur. The notice shall list job qualifications, major/minor field or grade level, credential requirements, and work location. Announcements of open positions shall be sent to sites and posted in the District office for five (5) working days, or five (5) days that the District office is open during the summer months.
- 9.1.4.2 The District shall, upon request of a unit member on leave, notify that member during the summer recess or period of leave of any posted openings which may arise during the period of leave. The member's request must be in writing and must be accompanied by self-addressed stamped envelopes.
- 9.1.4.3 The District will provide the Association with an annual report of open positions, including the date the openings occurred and were filled, and the status of the employees filling the positions.

9.1.5 General Provisions:

9.1.5.1 The superintendent/designee may not transfer a teacher who requests to be transferred to a school offering kindergarten or any of grades 1 to 12 inclusive that is ranked in deciles 1 to 3, inclusive, on the Academic Performance Index if the principal of the school refuses to accept the transfer. [Ed Code 35036 (a)]

9.1.5.2 After April 15th of the school year prior to the school year in which the transfer would become effective, transfer assignments cannot give priority to a teacher who requests to be transferred to another school over other qualified applicants who have applied for positions requiring certification qualification at the school. Ed Code 35036 (b)

9.1.6 Procedures: The following procedures will be followed for filling vacancies which occur after the closing of school:

9.1.6.1 Vacancies which occur after the last day of the teaching work year and prior to August first will be filled according to the sequence in Section 9.1.7.

9.1.6.2 During this period, only the District teachers who have expressed on the District form an interest in transferring and who meet the listed qualifications will be contacted by telephone or mail. It is the unit member's responsibility to supply the Human Resources Office with stamped self-addressed envelopes and a telephone number. The employee must respond confirming in writing an interest in the position within five (5) work days. Every possible effort will be made to identify openings prior to the first day of August.

9.1.6.3 Vacancies which occur after the first day of August, except when filled by administrative transfers, may be filled by newly hired employees and/or previous employees not yet placed. Newly hired employees hired to fill these vacancies shall be considered probationary employees, except in situations where the Education Code provides that a temporary teacher may be hired. These positions will be declared open in the spring for the following year for District teachers including the incumbent provided that:

- 9.1.6.3.1 the position exists the following year,
 - 9.1.6.3.2 the rights of individuals returning from leave have been addressed, and
 - 9.1.6.3.3 incumbents who have probationary status can be placed elsewhere commensurate with credential.
- 9.1.7 Applicants qualified according to the criteria of Sections 9.2 and 9.3, who express an interest in an open position, will be considered for the position in the following order:
- 9.1.7.1 Administrative Transfers (Permanent/Probationary);
 - 9.1.7.2 Voluntary Transfers (Permanent/Probationary);
 - 9.1.7.3 Teachers hired as temporary but made probationary during the school year;
 - 9.1.7.4 Teachers who have been under a temporary contract during the two preceding school years (75% of each school year) who have received a satisfactory evaluation and are deemed qualified. (Ed Code 44918); and
 - 9.1.7.5 Individuals who are not unit members.
- 9.1.8 Permanent and probationary unit members with less than full-time status, and temporaries with sixty (60) percent or more, will have transfer/reassignment rights as if they were full-time.
- 9.1.9 Special day class teachers, special education resource specialists, and teachers on special assignment are identified specialist positions subject to Article 9 Transfer language, with the following clarifications:
- 9.1.9.1 The above-named specialists, whose assignments must change due to an increase or decrease in student population, will be considered an administratively initiated transfer under Article 9.6.
 - 9.1.9.2 Specialists named above who are not covered under 9.1.9. and who desire to transfer do so under Article 9.2, will be considered a unit member initiated transfer.
 - 9.1.9.3 When a specialist assignment of 50% or greater at a single school site increases to 100%, a permanent above-named specialist with a 100% contract currently in that assignment is to be offered the 100% assignment.

9.1.9.4 Vision specialists, orientation and mobility specialists, elementary physical education teachers, adapted physical education specialists, elementary music teachers, and nurses will be reassigned as though the entire district is their work location, in accordance with Article 9.6. Special attention will be paid to communicating with specialists through personal contact and meetings.

9.2 Unit Member Initiated Transfers

9.2.1 A unit member may file a general transfer request on authorized forms with the Department of Human Resources, whether or not particular openings are known to exist. The member's request must be in writing and must be accompanied by self-addressed stamped envelopes. Such requests will remain on file for the current calendar year unless rescinded by the member. A member may also submit a request for transfer subsequent to the posting of an open position.

9.2.2 When more than one unit member applies for the same position and both equally meet the credential limitations and the qualifications listed in the announcement of openings, the District shall recommend the person who best meets the following criteria:

9.2.2.1 Professional preparation (example: degrees, area of study, years of study recently completed, study experience by level and subject, recent experience, evidence of continuous professional growth, etc.)

9.2.2.2 Specific program skills (example: team experience, reading resources, computer math, library training, media skills, etc.)

9.2.2.3 When all else is equal in Sections 9.2.2.1 and 9.2.2.2, District seniority will resolve the selection.

9.2.3 Unit members who have filed applications for a particular announced opening and who have not been selected will be given written notice within five (5) working days from the time a single candidate has accepted the offer of the position. At the request of the member, a conference shall take place with the Assistant Superintendent of Human Resources to discuss criteria by which the selection was made.

9.3 Site Based Transfer Procedures

9.3.1 The following constitute minimum procedures in terms of site based procedures and participation in the transfer process. Schools employing

shared decision making strategies may expand on these minimum procedural levels. The determination of who will be involved in the development of position qualifications and the selection process, as well as how selection decisions will be made will be agreed upon and made known at each site.

- 9.3.2 A transfer panel shall be established at each school site. The panel shall be composed of, at a minimum, the school Principal and staff representation.
 - 9.3.3 The Principal shall determine the openings available at his or her school.
 - 9.3.4 The Principal shall consult with the site transfer panel regarding site-specific qualifications for all openings. The Principal will forward the site specific qualifications to the District Human Resources office where they will be included, along with standard District qualifications, on the District wide notice of openings available for transfer.
 - 9.3.5 The site transfer panel may interview, along with the Principal, all applicants for transfers. The principal, and panel if applicable, shall make a recommendation to the District whether the transfer request should be granted. The selection shall be based in the District and site qualifications listed in the job announcement and criteria listed in sections 9.2 and 9.6.
 - 9.3.6 Upon request, the Principal will meet with any applicant for transfer whose request for a transfer was denied to explain the reasons for the denial. A request to meet must be made within five (5) days of notification of non selection. The meeting will take place within ten (10) days of receipt of the request.
 - 9.3.7 Any employee who believed he or she has been adversely affected by the site specific qualifications may contest their appropriateness under the contractual grievance procedure.
- 9.4 Single Transfer Applicant Review Process
- 9.4.1 If only one unit member requests a transfer to a particular opening and that request is denied, the decision to deny the request shall be subject to review, if the transfer applicant so requests within five (5) working days, by a joint committee comprised of two District appointees and two Association appointees.
 - 9.4.2 The committee shall be empowered to determine by majority vote, and shall make such determination in a single meeting to be held between two (2) but no longer than five (5) working days receipt of the request for

review by the District Human Resources office, the following:

9.4.2.1 Whether the site specific qualifications established are reasonable and appropriate for the opening. If the panel finds that qualifications are not reasonable and appropriate, it shall recommend an appropriate remedy.

9.4.2.2 Whether the decision to deny the transfer request was based on the qualifications set forth in the position announcement, was made in good faith, and is not arbitrary or capricious. If the panel finds that the decision was not based on the qualifications set forth in the position announcement, was not made in good faith or is arbitrary or capricious the transfer request shall be granted.

9.5 The decision of a majority of the panel shall be final and binding. If the panel is deadlocked, the matters set forth in Articles 9.4.2.1 and 9.4.2.2 above will be subject to the contractual grievance procedure, beginning at Level 2. The District shall not fill the opening until the panel has reached its decision, but may fill the opening any time thereafter.

9.6 Administratively Initiated Transfers. Whenever a unit member is to be transferred because of administrative action, the following shall apply:

9.6.1 An administratively initiated transfer may be made:

9.6.1.1 To fill a vacancy caused by enrollment changes, either an increase or decrease or if a school is closed for whatever reason;

9.6.1.2 To improve the educational program within a school; or

9.6.1.3 To resolve conflicts which may or may not affect the educational program.

9.6.2 Before a formal request for an administratively initiated transfer is acted upon, the unit member shall be advised in writing and through a personal interview by the administrator requesting the transfer of the reasons for the transfer. A copy of the written notification shall be forwarded to the Department of Human Resources.

9.6.3 An employee being administratively transferred shall be consulted on his/her preference and shall be given consideration prior to an individual unit member who has requested a transfer. Efforts will be made to place a unit member being transferred into an equivalent position.

- 9.6.4 If an administratively initiated transfer becomes necessary because of a surplus staff at a particular school, the District shall seek volunteers prior to making an administrative transfer. Volunteers will be sought through available methods of communication, i.e., personal contacts, departmental or school-site meetings, and bulletin board postings. When no volunteer(s) is/are forthcoming, the administrator using Section 9.2.2 will determine the unit member(s) qualified to fill an existing opening(s). Should the site administrator identify more than one unit member qualified for an existing opening, the least senior shall be transferred. The unit member/s being transferred shall be consulted with and informed in writing prior to the transfer.
- 9.6.5 Placements of teachers who are administratively transferred shall be based on the following list of priorities:
- 9.6.5.1 Credential limitation and qualifications;
 - 9.6.5.2 Professional preparation (example: degrees, area of study, units beyond a bachelors degree, years of study recently completed, study experience by level and subject, recent experience, evidence of continuous professional growth, etc.);
 - 9.6.5.3 Specific program skills (example: team experience, reading resources, computer math, library training, media skills, etc.); and
 - 9.6.5.4 When all else is equal in items 9.6.5.1 through 9.6.5.3, District seniority will resolve the selection. This language shall not be used for administratively initiated transferee/s who can qualify for only one (1) of the available opening(s).
- 9.6.6 When ever any unit member has been administratively transferred from a given position, except for Section 9.6.1.3 above, that member shall retain preference for return to that or equivalent position for which the member is qualified, provided he/she has requested such return in writing and provided any position becomes open.
- 9.6.7 Unit members shall not ordinarily be administratively transferred more than once every three (3) years.

9.6.8 Unit members who are administratively transferred or reassigned during the school year shall be allowed one (1) day of released time for preparation prior to the effective date of the reassignment and up to two (2) days for transfer. The District shall provide assistance in the moving of the unit member's material whenever a unit member is transferred or reassigned.

9.7 Unit Members Returning From Leave

9.7.1 When a unit member goes on leave of less than one year's duration and is replaced by a temporary contract teacher, the returning teacher shall go back to the position held at the beginning of the leave.

9.7.2 When a unit member returns from a leave of one (1) year or more and the position that the unit member held when he/she went on leave no longer exists or was filled by another member within the District, the member returning from leave shall be accorded all the rights and privileges that are afforded any other members being administratively transferred.

9.8 Assignments/Reassignments

9.8.1 Unit members shall have the opportunity to apply for an assignment for which they are qualified.

9.8.2 Unit members in K-5 and K-8 schools shall not ordinarily be administratively assigned to a new grade level more than two (2) consecutive years in any three (3) year period.

9.8.3 Unit members at middle school and high school sites shall not ordinarily be administratively assigned out of their subject area(s) more than two (2) consecutive years in any three (3) year period.

9.8.4 Vision specialists, orientation and mobility specialists, K-5 elementary physical education teachers, adapted physical education specialists, elementary music teachers, and nurses will be reassigned as though the entire district is their work location, in accordance with Article 9.5. Special attention will be paid to communicating with specialists through personal contact and meetings.

9.8.5 When a position becomes re-assignable during the school year, volunteers will be sought through available methods of communication, i.e. personal contacts, departmental or school-wide meetings, and bulletin board postings.

- 9.8.6 Unit members who want to be considered for reassignment over the summer recess shall send written notification of that interest to the site administrator responsible for making such reassignments.
- 9.8.7 When an opening becomes available at a school site, qualified unit members at that site shall have an opportunity for reassignment before a vacancy is announced by the District. If a unit member is denied a reassignment, he or she will be given an explanation of the reasons for the denial.
- 9.8.8 When no appropriate volunteers are forthcoming, the District may seek District volunteers, administratively reassign as per this section, or administratively transfer a unit member as per section 9.6.5.
- 9.8.9 Before an administrative reassignment is finalized, the unit member/s shall be consulted by the administrator making the reassignment and advised of the action to be taken.
- 9.8.10 A unit member being administratively reassigned shall be consulted on his/her preference of available openings at that site and shall be given consideration prior to individuals who have voluntarily requested transfer from another site.
- 9.8.11 Efforts will be made to place a unit member being administratively reassigned into an equivalent position.
- 9.9 An "Exchange Transfer" is defined as a transfer which shall occur when two or more unit members of the bargaining unit and their respective principals, subject to the approval of the Superintendent/designee, agree in writing to an exchange of the unit members' respective positions of employment. Exchange Transfer agreements shall be of a specified duration (trimester, semester or year), not to exceed one year. If there is a change in employment status of either unit member then a temporary employee will be hired to fill the vacancy for the duration of the transfer period. Exchange transfers may be renewed upon the agreement of all four parties.
- 9.10 Notification of Assignment
 - 9.10.1 Prior to the end of the school year, unit members shall be notified in writing of their tentative assignments for the coming year.
 - 9.10.2 When the tentative assignments are changed during the summer, unit members shall be notified by mail addressed to the member's current mailing address on file with the District.

ARTICLE 10: LEAVES OF ABSENCE

10.1 Notification Procedure

A unit member who finds it necessary to be absent from duty shall notify the Department of Human Resources through the site administrator as far in advance of the anticipated absence as possible.

10.2 Verification Procedure

10.2.1 A unit member shall provide verification of reasons for taking, or use of, any leave upon District's request.

10.2.2 Abuse of leave privileges shall be subject to loss of pay and appropriate disciplinary actions.

10.2.3 The District reserves the right to approve a verification of absence signed by a unit member.

10.3 Miscellaneous

10.3.1 Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, health and welfare benefits, and retirement credit the same as defined in the provisions of the leave. Those who go on an unpaid leave during any pay period shall receive their health and dental coverage for the balance of the pay period. Thereafter, if the carrier permits, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected, at their own expense, provided they make advance payment of the premium to the District.

10.3.2 Part-time regular unit members shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

10.3.3 Member(s) of the immediate family as used in this article shall mean spouse, mother, father, son, daughter, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, sister-in-law, brother-in-law, aunt, uncle, niece or nephew of the employee or of the spouse, step-mother, step-father, step-child, foster child currently residing in the home, or any relative, or domestic partner living in the immediate household of the unit member.

10.3.3.1 “Domestic Partner” is a person who resides with the employee and shares the common necessities of life; is not married to anyone; is at least eighteen (18) years of age; is not related to the employee as a parent, brother or sister, half-brother or half-sister, niece, nephew, aunt, uncle, grandparent or grandchild; is the sole domestic partner of the employee with the intent to remain so indefinitely; and is responsible for the common welfare of the employee and domestic partner.

10.3.4 A condition of each leave of absence is that the credential held at the time the leave was granted must be maintained in full force during the term of the leave by the unit member.

10.3.5 Upon returning to work following a leave of absence, the unit member shall complete and file the District approved forms with the Office of Human Resources.

10.4 Sick Leave Accumulation

10.4.1 Members of unit employed five (5) days a week during the regular school year shall be entitled to ten (10) days leave of absence, for illness or injury for a year of service. Counselors working an extended work year will be granted a maximum of ten and one-half (10.5) days of sick leave per work year. Members employed less than five (5) days shall be entitled to that pro ration of ten (10) days or ten and one-half (10.5) days leave of absence for illness or injury as related to a regular work year. Unused sick leave shall be accumulated from year to year.

10.4.2 Upon request, the District will provide a unit member with one written statement of the accrued sick leave annually. Subject to prior approval of the site administrator, if an injury/illness/ personal necessity leave for a duration of less than two (2) hours becomes necessary during the regular work day and a substitute is not hired, the member will not be charged with an absence for illness/ injury/personal necessity.

10.4.3 Eligibility

To be eligible for sick leave absence with pay, the unit member must be in a paid status and scheduled to work on the day/s of absence.

10.4.4 Verification of Sick Leave

An attending physician's or practitioner's verification of accident or illness may be required for a sick leave absence of more than two (2) consecutive days. Up to two (2) days, verification requirements may be satisfied by the unit member citing "illness." A unit member who claims a sick leave absence for six (6) or more consecutive days shall present a physician's/practitioner's statement verifying the conditions of illness or injury and the date the unit member is expected to return to work.

10.4.5 Unit members on sick leave during a period of withholding of services shall be required to provide a verification of the condition of illness by a physician or practitioner.

10.5 Family Medical Leave Act and California Family Medical Leave Act are granted as authorized by state and federal law.

10.5.1 Employee Eligibility

The employee must have worked for the employer for at least twelve (12) months and clocked at least 1,250 hours during the twelve (12) months leading up to the FMLA leave. On-call time counts, but paid time off such as vacation does not.

10.5.2 Qualifying Conditions

The employee may take FMLA leave for his own "serious health condition"; for birth, adoption or to provide foster care; or to care for a sick child, spouse, domestic partner, or parent.

10.5.3 Amount of Leave

Up to twelve (12) weeks of unpaid leave during a twelve (12) month period.

10.5.4 Benefits

If offered to other employees, group health insurance, life insurance and disability benefits continue to be provided as long as the employee on leave continues to pay any part he/she usually pays.

10.6 Extended Illness Leave/Differential Pay

A unit member occupying a regular position who is absent from work due to illness and who has exhausted all earned personal sick leave and catastrophic leave (if eligible) may receive differential pay for a period of five (5) months or less. During this period of time, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum actually paid a substitute, or, if no substitute is employed, the amount the substitute would have been paid. During this period the unit member shall receive no less than fifty percent (50%) of regular salary during the period of absence. A unit member may receive only one five-month period per illness or injury and per year, regardless of the number of reasons for the leave. Ed Code 44977

10.7 Bereavement Leave

Each unit member shall be entitled to leave of absence with pay of three (3) days, or five (5) days if over four hundred (400) miles of travel one way is required, on account of death of any member of the member's immediate family as defined in Section 10.4.3.

10.8 Personal Necessity Leave

Sick leave benefits may be granted in the following cases of personal necessity:

- 10.8.1 Death of a member of the immediate family (as defined in Section 10.3.3), this is in addition to normal bereavement leave.
- 10.8.2 Accidents involving the person or the person's property, or the person or property of a member of the immediate family as defined above, of such an emergency nature that the immediate presence of the unit member is required during the workday.
- 10.8.3 Illness of a member of the immediate family, as defined in 10.3.3, and of such a nature that the immediate presence of the unit member is required during the workday. An attending physician's or practitioner's verification of the immediate family member's illness may be required if the unit member requests to be absent more than two (2) consecutive days.

- 10.8.4 Provided that qualified substitutes are available, six (6) days may be used in cases of compelling importance. Four (4) of these days may require prior approval. Two (2) of these days shall not require approval. Examples of reasons for which leave shall not be used are: political activities or demonstrations, vacation, recreation or social activities, extension of a school holiday or vacation, a convention related to such member's avocation, civic or organizational activities, unit member's Association activities, spouse's business, profession or avocation or pursuit of business interests or other employment.
- 10.8.5 Personal necessity leave will be charged against the unit member's accrued sick leave. No such accumulated leave in excess of seven (7) days shall be used in any school year. Nothing in this Article shall be deemed to authorize the use of leaves for the purpose of withholding services. Ed Code 44981
- 10.8.6 The cost of personal necessity benefits will be monitored against the cost of those benefits in the 1988/89 base year. If the cost, adjusted for the annual cost of living increases and the changes in the size of the bargaining unit exceeds a 10% increase, then the excess cost of those benefits over the 10% level will be charged against the bargaining unit salary adjustment during the following year.

10.9 Elective Office Leave

Permanent members of the bargaining unit elected to the state legislature shall be granted a leave of absence without pay during the term of elective office. After the term of office of such unit member expires, he/she shall be entitled to return to the District, provided such return coincides with the beginning of a school semester and provided written notice of such intent to return is provided to the District sixty (60) days prior to the date of the beginning of the semester.

10.10 Jury Duty/Witness Leave

10.10.1 Unit members shall be granted leave, without loss of pay, when subpoenaed as a witness, or to respond to an official order from duly authorized government agencies, or to serve as a juror. Upon receiving notice from the offices of the court, the unit member called for jury duty or subpoenaed as a witness must notify the District of such court appearance date(s). A unit member shall provide verification upon District request.

10.10.2 Any compensation or fee, less any compensation received by the employee for mileage, received for appearance as a subpoenaed witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of, nor less than, his/her regular pay.

10.11 Military Leave

Members of the bargaining unit shall be granted any military leave to which they are entitled, under law, as regular school employees. The unit member shall be required to request military leave in writing and to supply the District with "orders" and status reports. Voluntary tours of military duty shall be taken only at times when a substitute for the unit member is not required.

10.12 Personal Leave

10.12.1 A permanent unit member may request leave of absence without pay for a period not to exceed one (1) school year;

10.12.2 Approval of such leave shall be at the sole discretion of the Board. At the Board's discretion, such leave may be extended for one (1) school year if requested by the unit member (as defined in Article 10.13).

10.12.3 Time spent on personal leave without pay shall not count toward salary step advancement and sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return. Fringe benefits shall not be paid.

10.12.4 Time spent on an unpaid leave cannot be added to the member's experience for salary credit; and, will not count towards STRS service credit.

10.12.5 Unit members granted such leave shall give written notice to the Board of their intent to return to the District no less than thirty (30) days prior to expiration of the leave, or before April 1 whichever is earlier.

10.12.6 Failure to provide such written notice to the District shall constitute an automatic resignation.

10.13 Extension of Personal Leave

Members on leave prior to April 1st who desire to extend their leave beyond the beginning of the subsequent school year shall make written application on the provided District form to the Department of Human Resources prior to April 1st.

10.14 Maternity, Maternity Disability, and Child Rearing Leave

- 10.14.1 A unit member may apply for pre-disability maternity leave without pay. This request shall include a written recommendation by the attending physician/practitioner. The written request to the Assistant Superintendent of Human Resources/designee shall be no less than thirty (30) days prior to the date on which the unit member's request for leave is to commence.
- 10.14.2 Unit members may use sick leave and extended illness leave as set forth in this article for disabilities due to pregnancy, miscarriage or childbirth. The period of paid absence shall be limited to that period of medical disability as verified by the physician/practitioner. At least ten (10) days prior to returning to employment, unit members shall notify the District of their intention to return and shall include a written approval of the attending physician/practitioner.
- 10.14.3 Leave for the purpose of child rearing. (See Section 10.12, Personal Leave)

10.15 Adoption/Alternative Child Bearing/Paternity Leave

- 10.15.1 To provide an equitable leave for an employee in the event of the birth of a child or placement of a child due to adoption and whereby that employee is not personally disabled.
- 10.15.2 An employee requesting leave for the purpose of adoption, an alternative child bearing arrangement, or paternity shall be granted leave provisions which may be used at the time of birth or time of adoption of the baby. Four weeks (20 consecutive days) of paid leave will be granted under the following sequence:
- 10.15.2.1 Unused Personal Necessity Leave (PN) up to six (6) days (Article 10.8.);
- 10.15.2.2 The remaining days of at least fourteen (14) of Leave with Sub Deduct (Article 10.16.1.2); and
- 10.15.2.3 Family Medical Leave Act – twelve (12) weeks (Article 10.5)

10.16 Industrial Accident and Illness Leave

- 10.16.1 Each unit member shall be provided leave of absence for industrial accident or illness under the following provisions:
- 10.16.1.1 Leave shall be for no more than sixty (60) days of the established work year for unit members in any one fiscal year for the same accident.

- 10.16.1.2 Leave shall not be accumulated from year to year.
- 10.16.1.3 Industrial Accident or Illness Leave shall commence on the first day of absence.
- 10.16.1.4 Payment for wages lost per day to an industrial accident or illness shall not, when awarded, be greater than the unit member's average daily salary.
- 10.16.1.5 Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence.
- 10.16.1.6 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall only be entitled to the amount of unused leave due him for the same illness or injury.
- 10.16.1.7 A unit member receiving benefits as a result of this article shall remain in California unless authorized by the Board for travel outside the state.
- 10.16.1.8 Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits.
- 10.16.1.9 A unit member requesting industrial accident or illness benefits shall be required to comply with the medical verification and reporting provisions of the sick leave section of this article.

10.17 Substitute Pay Deduction Leave

- 10.17.1 A personal leave at the actual cost of a replacement substitute to the unit member taking the leave may be granted, subject to advance approval of the site administrator and Assistant Superintendent of Human Resources.
- 10.17.2 Days utilizing substitute pay deduction leave will not count towards STRS service credit.
- 10.17.3 These authorized days, or portions of a day, may be utilized by unit members to participate in opportunities for professional improvements or personal concerns.
 - 10.17.3.1 Professional improvement to include service to the District, attendance at conferences, workshops, visitations, or unique opportunities for special travel related to school programming.

10.17.3.2 Personal concerns where the unit member cannot control the time of the event, such as graduations, births, weddings of the family members, honors awarded to the unit member or a family member, or death of a close friend.

10.17.3.3 Personal concerns that are not otherwise provided for under section 10.17.3.1 or 10.17.3.2 may be used up to a total of two (2) days provided that qualified substitute teachers are available. This day cannot be used for litigating against the District or a job action against the District.

10.17.4 A unit member seeking an approved substitute pay deduction leave of absence shall submit a written request which includes the reason(s), supporting information relating thereto, and the duration of the requested leave. The request is to be submitted in sufficient time for consideration prior to the proposed date of the leave, but in no case will a request for such leave be accepted within fifteen (15) days of the date (with the exception of death of a close friend) on which the leave is to begin.

10.18 Association Leave

10.18.1 Upon the recommendation of the Association President and with prior approval of the superintendent/designee unit members may be released for association business including workshops, conferencing, training grievance representatives and other association business. Cost of the substitute to be paid by the Association. The total number of work days of employees released under this section shall be no more than twenty-five (25). The Association may designate any combination it deems necessary of numbers of employees from one (1) employee for twenty-five (25) days through twenty-five (25) employees for one (1) day if the requisite approval is obtained. The association may be allowed to add release time as necessary.

10.18.2 The Association President and Chief Negotiator receive release time as follows:

- The NVEA President: .2 FTE paid by the Formula and .2 FTE paid by Lottery Funds; and,
- The NVEA Chief Negotiator .2 FTE paid by the Formula and .2 FTE paid by Lotter Funds.

The timing of the leave shall be selected subject to the approval of the site administrator.

10.19 Part-Time Contracts

- 10.19.1 Members of the unit, subject to the approval of the District, are permitted to work less than full-time or share a portion on a regular basis with another unit member.
- 10.19.2 Unit members who desire to take part in either of the above shall make their request known in writing to the Assistant Superintendent of Human Resources. The unit member shall submit the request no later than April 1st of the following year. Unit members shall remain on the part time program but may at their request, be considered for return to full-time employment at the completion of the school year if a position is available.
- 10.19.3 Unit members working in such positions shall receive a prorated amount of salary, health, welfare and leave benefits.

10.20 Job Sharing

- 10.20.1 The total number of teams at an elementary site should not exceed twenty (20) percent of the full-time equivalent teachers assigned to that site. Subject to the approval of the District, a principal may form additional job sharing teams if he or she chooses to exceed twenty (20) percent.
- 10.20.2 The conditions that accompany the team arrangement and the success of the job sharing team will be reviewed annually by the principal prior to approval. The following issues will be addressed:
 - 10.20.2.1 Planning: How will necessary planning be accomplished?
 - 10.20.2.2 Communication: Includes communication with parents and other staff members, participation in faculty meetings, staff development, and parent conferences.
 - 10.20.2.3 Illness: How will absences be handled (substitute arrangements)?
 - 10.20.2.4 Extra-Duty Assignments. How will they be completed?
- 10.20.3 The members of the team will substitute teach for each other when available, per the request of the principal.
- 10.20.4 The team members will participate in staff development activities as arranged by the principal. Teachers who choose to job-share will not be paid to attend district/school site meetings on non-working days, for “trading days,” or be reimbursed for committee attendance.
- 10.20.5 If a job sharing team is created by a permanent employee taking a partial leave of absence, then the permanent member of the team must make a

written request for leave each year. The second member of the team will be employed as a temporary teacher as long as the permanent member retains the right to return to full-time employment. The permanent member will be consulted as part of the selection process.

10.20.6 The arrangement of days/hours of teaching by the job-sharing team must be approved by the Principal after consultation with the team members. If mutual agreement cannot be reached, the parties may appeal to the Director of Elementary/Secondary/Special Education. If necessary, the Assistant Superintendent of Human Resources will make a final recommendation to the Superintendent after consultation with all parties involved in the request for a job sharing arrangement.

10.20.7 If the principal or teachers, in reviewing the team arrangement, indicate that the members of the team do not represent a "workable team," then it may be requested that the permanent teacher return to full-time employment or that the temporary teacher be replaced by another temporary teacher. The permanent teacher will be encouraged to participate in the selection process. Disagreements may be appealed to the Director of Elementary/ Secondary/Special Education as appropriate.

10.21 Catastrophic Leave

10.21.1 Creation

10.21.1.1 The Association and the District agree to create a Catastrophic Leave Fund effective with the ratification of this contract. The Catastrophic Leave shall be funded in accordance with the terms of Section 10.21.2 below. This agreement is based on District solvency, defined as having a balanced budget and a reserve of 4.5 percent. The cost to the association will be seven hundredths of a percent (.0007) of the COLA and will be reviewed annually.

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

10.21.1.3 Days shall be contributed and withdrawn without regard to the daily rate of pay of the Catastrophic Leave participant.

10.21.1.4 The Catastrophic Leave shall be administered by a joint committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District.

10.21.2 Eligibility and Contributions

10.21.2.1 All members on active duty with the District are eligible to contribute to Catastrophic Leave, after accumulating twenty-one (21) days of unused sick leave.

10.21.2.2 Participation is voluntary.

10.21.2.3 To become a contributing member of the Bank an employee must notify Human Resources in writing during the open enrollment period for all District benefits.

10.21.2.3.1 An automatic sign up form shall be distributed to work sites once per year. An additional form shall go out when the Bank falls below twenty-five (25) days.

10.21.3 Withdrawal of Catastrophic Leave

10.21.3.1 Catastrophic Leave participants whose sick leave is exhausted may request Catastrophic Leave for catastrophic illness or injury. A catastrophic life threatening illness or life threatening injury shall be defined as any life threatening illness or life threatening injury that incapacitates a member for over twenty (20) consecutive duty days which requires the member to take time off work.

10.21.3.2 Only members, who are participants at the time of their request, will be eligible to request withdrawals.

10.21.3.3 Members receiving and/or eligible for disability and/or Worker's Compensation benefits may not be eligible to request withdrawals from the fund.

10.21.3.4 A member qualifies for Catastrophic Leave after the first twenty (20) days of a life threatening illness or life threatening

injury have been covered by the members own personal sick leave, or extended illness leave, or leave without pay.

10.21.3.5 Members must use all personal sick leave, but not extended illness leave as defined in Section 10.6, available to them before becoming eligible for Catastrophic Leave. Extended illness leave must be used if the member has less than twenty (20) personal sick leave days available.

10.21.3.6 Catastrophic Leave shall be granted in units of no more than thirty (30) duty days. A member's withdrawal may not exceed the current school year.

10.21.3.7 If a member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the unit member's family or domestic partner.

10.21.3.8 Members will be required to submit a doctor's statement indicating the nature of the life threatening illness or life threatening injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the life threatening illness or life threatening injury confidential.

10.21.4 Administration of Catastrophic Leave

10.21.4.1 The Catastrophic Leave Committee shall have the responsibility of maintaining the records of Catastrophic Leave, receiving requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the members, to the Association, and to the District.

10.21.4.2 The Committee's authority shall be limited to administration of Catastrophic Leave. The committee shall approve all properly submitted requests complying with the terms of this article.

10.21.4.3 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.

10.21.4.4 The Committee shall keep all records confidential and shall not disclose the nature of the life threatening illness or life threatening injury except as is necessary to process the request for withdrawal and defend against any appeals of denials.

10.21.4.5 The Catastrophic Leave Committee oversees granting catastrophic leave (donated personal sick leave) to members. Specific donations shall be made on an individual basis by any NVEA unit member and limited to a maximum of four (4) days from each donor, per school year. The recipient of such donation(s) shall satisfy all eligibility and verification requirements for receipt of Catastrophic Leave as specified above. Any catastrophic leave that is granted to a member but not used shall be and returned to the Catastrophic Leave Fund.

10.21.5 If the Catastrophic Leave Fund 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.

ARTICLE 11: EVALUATION

11.1 Purpose

The purpose of evaluation is to improve the quality of education in the District.

11.2 General Provision

Evaluations shall be prepared in writing annually for temporary and probationary unit members, and at least every other year for permanent members who have not been employed at least ten (10) years with the school district (Ed Code 44664)

11.3 Types of Evaluation

11.3.1 Temporary and Probationary – Annually

Standard – California Standards for the Teaching Profession (CSTP) driven

11.3.2 Permanent – Two (2) Year Cycle

11.3.2.1 Standard CSTP driven

11.3.2.2 Alternative Evaluation – Permanent teachers whose previous evaluations are satisfactory may be selected by their evaluators to be eligible to participate in the alternative process. The alternative process may be used no more than two (2) consecutive times.

11.3.3 Five (5) Year Cycle – CSTP Driven

At least every five years for personnel with permanent status who have been employed at least then (10) years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the Federal No Child Left Behind Act of 2001 (20 R.S.C. Sec. 6301, et seq.) as defined in 20 USC Sec. 708, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time. Should either party choose to withdraw consent, written notification must be provided to the other party in the form of a memorandum. Ed Code 44664

11.4 Procedure

- 11.4.1 The District and the Association, through the Evaluation Committee, shall develop mutually agreeable evaluation forms and guidelines for the evaluation process. The Evaluation Committee shall be composed of two (2) NVEA members appointed by the President and two (2) NVUSD members appointed by the Assistant Superintendent/EER. The Evaluation Committee will meet periodically to review the evaluation process and will consult unit members concerning any proposed modifications.
- 11.4.2 If the evaluatee and the evaluator cannot resolve a difference of opinion over expectations, either party may request the assistance of the Evaluation Committee. It is intended that the Evaluation Committee serve as a monitoring body to encourage/ensure effective problem solving, making recommendations to the parties as appropriate.
- 11.4.3 Unit members to be evaluated during a particular school year shall be furnished a copy of the District's evaluation procedure and guidelines based on the California Standards for the Teaching Profession (CSTP) and notified of the identity of their evaluator no later than the first workday in the month of October.
- 11.4.4 On or before the third Friday of October the Initial Conference between the prime evaluator/designee and the evaluatee will take place for the purpose of reaching an agreement upon the goals/objectives for the school year in specific subject areas, content standards, and/or classes, duties, and the responsibilities of the evaluatee, and the mechanics/procedures of data gathering. At any time either party desires an additional evaluator, the parties will select a mutually agreeable secondary evaluator/s. The agreement may be modified by mutual agreement at any time during the evaluation period.
- 11.4.5 On or before third Friday of December, Conference 2 for unit members in non-permanent status will be completed. The Conference Form 2 will be completed with permanent employees when deemed necessary on or before the first Friday in March by the evaluator. In written form the evaluatee will bring to Conference 2, his/her interim self-evaluation and discuss with the prime evaluator/designee the progress he/she is making toward the agreed upon goals/objectives. Upon completion of Conference 2, a copy of the Authorized Evaluation Form will be forwarded by the evaluator to the Department of Human Resources.

- 11.4.6 Approximately sixty (60) days and no less than thirty (30) days prior to the end of the school work year, Conference 3 is to be completed and forwarded to the Department of Human Resources. The procedure for the evaluation of unit members will include:
- 11.4.6.1 The prime evaluator/designee must be provided with the results of the agreed upon sources of evaluative data at least one (1) week prior to the conference. This material must be shown to the evaluatee either prior to or during Conference 3.
 - 11.4.6.2 In written form, the evaluatee will bring to Conference 3 his/her self-evaluation based on the agreed upon evaluation process.
 - 11.4.6.3 In working draft form, the prime evaluator/designee shall state his/her opinion as to whether the goals/objectives agreed upon are in the process of being, or have been, met and shall provide qualifying statements with direct references to the evaluation method used.
 - 11.4.6.4 The prime evaluator/designee and evaluatee will exchange written informal evaluations and discuss areas of agreement or disagreement.
 - 11.4.6.5 Any permanent certificated employee who receives an unsatisfactory rating in the current year Stull/CSTP evaluation process shall be referred to the Joint Committee and shall be recommended for participation in the PAR program the following year. (See also 12.2.2).
 - 11.4.6.6 If a permanent certificated employee participates in PAR as the result of unsatisfactory performance, the results of that participation will become part of the employee's current or next evaluation, conducted by the designated administrator. Results of PAR participation will be placed in the teacher's personnel file. (See also 12.2.3).

- 11.4.6.7 The prime evaluator/designee will complete Conference Form 3 and give the evaluatee an opportunity to make written comments or to state a written disagreement with the prime evaluator/designee's evaluation. The prime evaluator/designee and the evaluatee will meet together to sign Conference Form 3. The evaluatee's signature does not indicate the evaluatee's agreement with the written evaluation, but indicates that s/he has read the report and understands that s/he will have the opportunity to respond in writing. If the evaluatee submits a written response, it shall become a permanent part of all copies of the evaluation report.
- 11.4.7 All evaluations of performance shall be done within the context of the instructional program(s) and the adjunct assignment(s) for which the evaluatee is responsible. Any material included in the evaluation shall be verified first-hand by the designated evaluator(2).
- 11.4.8 It is the intent of the evaluation process to validate competency in each of the six areas of the California Standards for the Teaching Profession as specified on the evaluation forms.
 - 11.4.8.1 If an "area of concern" or "unsatisfactory" is checked on either Conference Form 2 or Conference Form 3, a professional growth plan addressing those areas of concern, shall be mutually developed by the evaluator and evaluatee. Specific goals related to the perceived deficiencies in the given CSTP competencies will be included in the next scheduled evaluation. This does not preclude additional professional growth goals being identified by mutual agreement. EC 44664
 - 11.4.8.2 New teachers or teachers who are unknown to their evaluators will have goals related to the demonstration of proficiency in each of the six areas of the California Standards for the Teaching Profession.
- 11.4.9 The following conditions (any one or all) occurring after goals and objectives have been set shall be sufficient cause to allow the unit member to request the amendment or deletion of evaluation goals and objectives set by the unit member during the year as a part of the evaluation process.
 - 11.4.9.1 Alterations of the classroom or school physical conditions, which have an adverse effect on learning;

- 11.4.9.2 Alterations to school or class schedules which cause continual disruption;
- 11.4.9.3 Insufficient educational materials; and
- 11.4.9.4 Insufficient support service.
- 11.4.10 Unless specified in the employee's goals/objectives (see item 11.4.4 above) a unit member assigned a student of exceptional need shall have no greater responsibility for such student than any other student in the class; nor will the unit member be evaluated on whether or not an Individual with Exceptional Needs meets the growth projected in the IEP.
- 11.4.11 The unit member will be held responsible for good faith participation in the IEP process.
- 11.4.12 The evaluation shall include data obtained from unscheduled and scheduled observation/s. Unscheduled observations shall not exceed two (2) such observations for each scheduled observation. A minimum of two (2) days notice shall be given prior to scheduled observations. The minimum number and type(s) of observations shall be agreed upon during the Initial Conference. Each evaluation shall include information relevant to at least one scheduled observation of a full lesson presentation. Each observation from which data is gathered for inclusion in the final evaluation shall be followed by a conference within five (5) days to discuss the observation and complete necessary forms.
- 11.4.13 Unit members shall not be required to participate in the evaluation and/or observation of other unit members.
- 11.4.14 As per Articles 11.4.6.5 and 11.4.6.6, a unit member who receives an Area of Concern or Unsatisfactory rating on Conference Form 2 or 3, shall mutually develop a professional growth plan, on the District forms, designed to assist the unit member in correcting any cited deficiencies.
 - 11.4.14.1 The professional growth plan may include, but is not limited to the following:
 - 11.4.14.1.1 Specific recommendations for improvement;
 - 11.4.14.1.2 Direct assistance to implement such recommendations;
 - 11.4.14.1.3 Explanations of techniques to measure improvement;
 - 11.4.14.1.4 Time schedule to monitor progress; and

11.4.14.1.5 Provision of resources needed to implement improvement.

11.4.15 Upon completion of the professional growth plan, the unit member shall be re-evaluated. The time requirements for the final evaluation will be extended by the amount of time devoted to the professional growth plan.

11.4.16 The evaluation of members of the unit, except for the alleged violations of procedural matters, shall not be subject to the grievance procedure.

11.4.17 Evaluation timelines will be waived for teachers serving less than the full academic year if there is not enough time to meet normal timelines. In any event Conference Forms 3 will be completed by the end of the academic year.

11.4.18 Relationship Between "Area of Concern" and "Unsatisfactory"

11.4.18.1 It is the intent of the evaluation process that evaluators will notify evaluatees of deficiencies whenever possible by indicating an "area of concern" on a Conference Form prior to checking "unsatisfactory." A second Conference Form 2 may be given to temporary or probationary teachers no later than March 15th if they were not marked with an "area of concern" on the first Conference Form 2 and an "unsatisfactory" Conference Form 3 is anticipated. If necessary, the timeline for Conference Form 3 will be extended to ensure a sixty (60) calendar-day lapse between the final Conference Form 2 and Conference Form 3. The Conference Form 3 will be completed by the end of the academic year.

11.4.19 In the event that a permanent teacher is to be re-evaluated the following year, all six CSTP competencies will be re-evaluated with emphasis given to areas of deficiency. If on Conference Form 3 all areas are checked "satisfactory", the permanent teacher would ordinarily not be evaluated the following year.

11.5 "Second" Evaluators

11.5.1 "Second" evaluators include "secondary," "parallel" and "replacement" evaluators. Second evaluators may be involved in the evaluation process at the request of either the evaluatee or the evaluator, as follows. In all three cases, the second evaluator must be a district administrator certified to evaluate. Whenever a second evaluator is used, all observations will be included in the personnel file.

- 11.5.1.1 "Secondary Evaluator": The secondary evaluator provides a second opinion through classroom observations to the primary evaluator and teacher. The secondary evaluator should be designated in Conference 1 by mutual agreement of the primary evaluator and evaluatee at the request of either party (but may be requested and designated at any time); the secondary evaluator completes observations and feedback conferences, but does not participate in Conference 2 or 3 except by providing observation data to the teacher and primary evaluator using a classroom observation form.
- 11.5.1.2 "Parallel Evaluator": The parallel evaluator completes the full process in addition to the primary evaluator. The parallel evaluator is selected by mutual agreement and must be designated prior to the completion of Conference 1. Conference 1 may be completed by all parties together (evaluatee and both evaluators).
- 11.5.1.2.1 The parallel evaluator option can be exercised only after the secondary evaluator option has been exercised and only if at least one competency was marked "unsatisfactory" in the last evaluation.
- 11.5.1.3 "Replacement Evaluator": The replacement evaluator completes the full evaluation process instead of the originally-designated primary evaluator. The replacement evaluator is selected by the teacher from a team of several certified evaluators designated by the district. This option can be exercised only when requested by the NVEA Executive Board, the District and/or the District Evaluation Committee and only when there is agreement that the teacher's employment is in jeopardy.
- 11.5.1.3.1 The "Replacement Evaluator" option can only be exercised after the "Secondary" and "Parallel" options have been exercised.

11.6 Personnel Files

- 11.6.1 The Department of Human Resources shall establish and maintain a file(s) for each unit member. The file(s) shall be the official District repository for evaluation records.
- 11.6.2 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the member involved.
- 11.6.3 Such material is not to include ratings, reports, or records which:
 - 11.6.3.1 Were obtained prior to the employment of the person involved;
 - 11.6.3.2 Were prepared by identifiable examination committee members;
 - or
 - 11.6.3.3 Were obtained in connection with a promotional examination.
- 11.6.4 Every unit member shall have the right to inspect and receive a copy of such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district. The District may make a reasonable charge for such requested copies when multiple copies are requested or a number of employees make such a request.
- 11.6.5 Information of a derogatory nature, except material mentioned in section 11.6.2, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the member shall be released from duty for this purpose without salary reduction.
- 11.6.6 A unit member may have a representative present when he/she inspects his/her personnel file, or may authorize in writing a representative to review his/her file.

ARTICLE 12: PEER ASSISTANCE AND REVIEW

The Mentor section of this contract has been deleted because the Mentor Program will become inoperative on July 1, 2001, and repealed as of January 1, 2002 and replaced by the California Peer Assistance and Review Program in accordance with the provisions of AB1X, Chapter 4 of the California Laws of 1999.

12.1 Program

- 12.1.1 NVUSD and NVEA commit to the improvement of the education of students by improving the classroom performance of teachers through a working partnership set forth in AB1X, the California Peer Assistance and Review Program for Teachers (PAR). In addition to assistance to teachers participating in AB1X, PAR resources may support Beginning Teacher Support and Assessment (BTSA), California Pre-Internship Teaching Programs, district intern programs, professional development or other educational activities, and any program that supports teacher training.
- 12.1.2 The impact of supporting teachers participating in AB1X with PAR resources will not encroach on the program's ability to support a joint, broad-based vision of support, nurturing, and professional development opportunities for all teachers.

12.2 Participation

- 12.2.1 A participating teacher is a permanent certificated teacher who receives an unsatisfactory rating on his/her Stull/CSTP evaluation, is referred to the Joint Committee for participation in the PAR program utilizing the services of a consulting teacher, and takes advantage of those consulting teacher services.
- 12.2.2 Any permanent certificated employee who receives an unsatisfactory rating in the current year Stull/CSTP evaluation process shall be referred to the Joint Committee and shall be recommended for participation in the PAR program the following year.
- 12.2.3 If a permanent certificated employee participates in PAR as the result of unsatisfactory performance, the results of that participation will become part of the employee's current or next evaluation, conducted by the designated administrator. Results of PAR participation will be placed in the teacher's personnel file.

- 12.2.4 All teachers will have access to programs supported with PAR resources which do not require a recommendation from the Joint Committee for participation. Programs supported with PAR resources include, but are not limited to:
 - 12.2.4.1 BTSA;
 - 12.2.4.2 Establishment of standards of expected pupil achievement at each grade level in each area of study (EC 44662);
 - 12.2.4.3 Evaluation and assessment of certificated employee performance as it reasonably relates to: progress of students towards standards as measured by state adopted criterion references assessments, instructional techniques and strategies, adherence to curricular objectives, and the establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities (EC 44662);
 - 12.2.4.4 California Pre-Internship Teaching Programs;
 - 12.2.4.5 District Intern Programs;
 - 12.2.4.6 Professional Development or other education activities; and
 - 12.2.4.7 Any program which supports the training of new teachers.
- 12.2.5 Consulting Teacher
 - 12.2.5.1 A consulting teacher or a BTSA Support Provider is a permanent certificated employee with at least 3 recent consecutive years of successful teaching experience, who has demonstrated exemplary teaching ability which has been verified by the Joint Committee, who has been selected by a consensus of the Joint Committee, and who has agreed to serve, according to the CBA and the legislation, as a support teacher to a participating teacher. EC 44501
 - 12.2.5.2 A consulting teacher/support provider will normally be matched with only one participating teacher per year. The Joint Committee may, in a given year and with the consent of the consulting teacher/support provider, assign more than one participating teacher to that consulting teacher/support provider.

- 12.2.5.3 A consulting teacher/support provider matched with and providing support and coaching for a participating teacher will be compensated at the same rate as a BTSA support provider.
- 12.2.5.4 A consulting teacher/support provider matched with a participating teacher for one-to-one support and coaching will be given a \$500 budget per participating teacher per school year to be used at the discretion of the consulting teacher to facilitate supporting the PAR process.
- 12.2.6 Consulting Teacher Duties
 - 12.2.6.1 The duties of a consulting teacher will include, but not be limited to:
 - 12.2.6.1.1 Meet and confer with the participating teacher;
 - 12.2.6.1.2 Develop goals and clear exit outcomes for the participating teacher;
 - 12.2.6.1.3 Review direction and goals with the site administrator;
 - 12.2.6.1.4 Work cooperatively with the Principal;
 - 12.2.6.1.5 Facilitate regular communication between the participating teacher, Principal, and consulting teacher, and specific communication before each written report to the Joint Committee;
 - 12.2.6.1.6 Develop a timeline (calendar) with the participating teacher;
 - 12.2.6.1.7 Conduct multiple observations of the participating teacher teaching in his/her classroom;
 - 12.2.6.1.8 Conduct pre/post conferences with the participating teacher using standardized forms for documentation and evidence;
 - 12.2.6.1.9 Provide feedback to participating teacher; coach and monitor progress towards goals and outcomes;
 - 12.2.6.1.10 Keep standardized notebooks/case files which include meeting notes, observation notes, and log sheets;

- 12.2.6.1.11 Provide a report of goals and timeline for support of the participating teacher to the Joint Committee one month after the initial assignment as a consulting teacher;
- 12.2.6.1.12 Provide a progress report to the Joint Committee quarterly. The report should include goals, timelines, data, a factual accounting of happenings, meetings, observation dates, planning meetings, books read, discussions, and a chronological listing of activities; and
- 12.2.6.1.13 Provide a final written report of progress to the Joint Committee.

12.2.7 Joint Committee (EC 44502)

- 12.2.7.1 The governance structure of the NVUSD PAR program shall include a joint teacher administrator peer review panel (called the Joint Committee). EC 44502

The Joint Committee shall:

- 12.2.7.1.1 Recruit and select BTSA Support Providers or other trained teachers as Consulting teacher/support providers;
 - 12.2.7.1.2 Review peer review reports prepared by the consulting teachers; and
 - 12.2.7.1.3 Using documentation submitted by the consulting teacher/support provider, the Joint Committee will make recommendations to the Governing Board regarding each participating teacher's participation in PAR, including the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
- 12.2.7.2 The Joint Committee shall consist of members from NVUSD/NVEA Council.
 - 12.2.7.2.1 The current President of the Napa Valley Educators Association;
 - 12.2.7.2.2 The current Superintendent/Designee;

- 12.2.7.2.3 Two (2) certificated classroom teachers chosen to serve by the NVEA bargaining unit; and
- 12.2.7.2.4 One (1) school administrator chosen by the District.
- 12.2.7.3 The Joint Committee shall develop rules and operating guidelines in the form of by-laws which govern the consulting teacher application, timeline, and selection process, processes to be used to match participating teachers and consulting teachers, the review of reports prepared by the consulting teachers, meeting times, strategies for training and supporting consulting teacher/support providers.
- 12.2.7.4 The Joint Committee will review and evaluate data necessary to make program improvement and recommendations for change to the Council. This data will include the number of teachers utilizing the mandatory portions of PAR and the impact any increase or decrease in the mandatory utilization has on the PAR offerings as a whole.
- 12.2.7.5 The Joint Committee and all subcommittees organized under the PAR will make decisions using the interest-based process and using the Collective Bargaining Agreement consensus model.
- 12.2.7.6 Recommendations made by the Joint Committee will be confidential.
- 12.2.7.7 The joint committee will serve, at their discretion, as an advisory committee, making resource recommendations to the Instructional Division for District PAR supported staff development, for setting content priorities, for meeting curriculum standards, and for determining staff development delivery systems.

12.3 General Provisions

- 12.3.1 The PAR program is not intended to preempt current Collect Bargaining Agreements or legal and due process rights of participating teachers. Those rights include:

- 12.3.1.1 Representation by the Association in any part of the PAR process;
- 12.3.1.2 To read, discuss, and verify that discussion, of any written reports prior to their submission to the Joint Committee;
- 12.3.1.3 To respond, in writing, to any printed recommendations from the Joint Committee submitted to the Board of Education;
- 12.3.1.4 To request a meeting with the Joint Committee; and
- 12.3.1.5 To request that, in unusual circumstances, the Joint Committee makes an alternative consulting teacher/support provider assignment.

ARTICLE 13: CLASS SIZE

13.1 Teacher-pupil staffing ratios shall be as follows:

13.1.1 Elementary (Grades K-5)

The District-wide staffing allocation ratio of pupils to elementary teachers shall not exceed class size maximums listed in Article 13.2.1 below, based on estimated enrollment as of March 3rd of each year.

13.1.2 Middle School (Grades 6, 7, and 8)

The District-wide staffing allocation ratio of pupils to middle school teachers shall not exceed 26.75:1 based on the estimated enrollments as of March 3 of each year.

13.1.3 High School (Grades 9-13)

The District-wide staffing allocation ratio of pupils to high school teachers shall not exceed 26.5:1 based on the estimated enrollments as of March 3rd of each year. The estimated high school enrollments shall be adjusted to reflect the annual decrease in enrollment between the first and last school months.

13.2 The following class size staffing ratios will be in force at the elementary level:

13.2.1 Elementary K-3:

An annual ratio of 20 pupils contingent upon legislative parameters and continued state funding through April 15th of each year.

Combination Classes (K-3):

A ratio of 20 pupils contingent upon legislative parameters and continued state funding through April 15th of each year.

Elementary 4-5 or 4-8:

33 pupils

Combination Classes 4-6:

29 pupils

13.2.2 Middle School 6-8: Teacher-pupil contact ratio will be 168 per day.

13.2.3 High School 9-12: Teacher-pupil contact ratio of 168 per day.

13.2.3.1 Daily contact means the number of students a teacher is responsible for (i.e. on a roster) and not necessarily the number of students seen in a given day (i.e. at a site with a block schedule, the teachers may not see 168 students each day, but may see 168 students over the course of several days.)

- 13.2.4 No middle or high school teacher shall teach a class of more than 36 pupils except as provided below.
- 13.2.5 Exceptions to the foregoing maximums are:
- 13.2.5.1 Traditionally larger classes such as physical education, music, performing arts, etc.
 - 13.2.5.2 Unit members who have mutually agreed with the site administrator to an altered teaching schedule from one semester to another (e.g., reduced or split classes).
 - 13.2.5.3 Any larger class or teacher-pupil contact maximum for which the unit member(s) involved so request.
 - 13.2.5.4 Unit members who teach both traditionally large classes excluded under the computation of teacher-pupil contact ratio and classes which do fall under such provisions shall have their teacher to pupil contact ratio figured on a prorated basis (example: Teacher X in the second semester, who has two (2) P.E. classes and three (3) social studies classes, would have a maximum teacher-pupil contact ratio of 101 for the three (3) classes falling under the teacher to pupil contact ratio maximum: $3/5$ of 168 = 101).
 - 13.2.5.5 School sites that have an interest in further exceptions to the contract may refer to Article 17.
- 13.2.6 Summer School
- The minimum enrollment for summer school classes will be:
- 13.2.6.1 Senior make-up program - Eighteen (18) pupils;
 - 13.2.6.2 CAHSEE classes - Thirty-four (34) pupils; and
 - 13.2.6.3 Special day classes determined by a District average of sixteen (16) students.
- 13.2.7 Special Education
- 13.2.7.1 Special Day Class caseload size shall be determined by a District average of fifteen (15) students.
 - 13.2.7.2 Resource specialists' case load shall be determined by the District but shall not exceed state mandated limits.
 - 13.2.7.3 Maximum single period class size will not normally exceed twenty (20) in Learning Handicapped classes.

13.2.7.4 Resource and SDC/LH teachers are eligible to teach intervention classes as long as they hold the appropriate authorization.

13.3 The District shall assign students with exceptional needs to their least restrictive environment on a fair, reasonable and equitable basis among unit members.

13.3.1 For the purpose of this contract the term "mainstreaming" includes placement of students from self-contained special education classes outside their regular class schedule in order to meet individual educational needs of the student.

13.3.2 A "mainstreamed" student is a special education student who spends at least one (1) class period per day at the middle or high school level or sixty (60) minutes per day at the elementary level in a regular class. See Article 14.5 for placement.

13.3.3 The actual number of students including "mainstreamed" students regularly assigned to a classroom for instruction shall not exceed the class size ratio provided by Article 13.2 above except by agreement between the District and the receiving teacher. However, SDC students, may participate in the regular class for any part of the school day as the 21st student at the primary level.

ARTICLE 14 SAFETY AND CLASSROOM CONDITIONS

14.1 Safety

- 14.1.1 It is the intent of the Board to provide a physical environment that will not endanger the health or safety of the unit member.
- 14.1.2 Any assault or physical threat upon a unit member shall be reported immediately to the respective school administrator/designee. The unit member and the administrator/designee shall report the incident as prescribed by law to the appropriate law enforcement authorities. The administrator/designee shall take appropriate action as defined in the Education Code 44014. The report of the incident shall contain the unit member's name, date and location of the assault, a description of the assault, and the name of the person making the assault, if known.
- 14.1.3 To ensure that exposure to unsafe conditions is minimized, unit members are to be safety conscious in their own actions and to report in writing (in hard copy, not electronically) any alleged unsafe or potentially unsafe conditions to their immediate supervisor/designee. The unit member's report of unsafe conditions will be acknowledged to the unit member in writing within two (2) school days by the immediate supervisor/designee. The District will respond in writing to the immediate supervisor and the unit member as to whether or not action shall be taken on the reported condition and, if so, what action is to be taken.
- 14.1.4 A unit member may use reasonable force to restrain a student if the member or others are in imminent physical jeopardy.

14.2 Instructional Aides

- 14.2.1 Unit members will ordinarily be involved in the interview of prospective classroom instructional aides prior to employment. No instructional or clerical classroom aide shall ordinarily be assigned to work in the classroom or program of a unit member without his/her consent.
- 14.2.2 The District shall work cooperatively with unit members on the assignment of student teachers from local teacher training institutions. No student teacher shall be assigned to work with a unit member without the unit member's approval.
- 14.2.3 A unit member supervising an instructional aide shall be responsible to assist in the evaluation of the instructional aide, however, the teacher is not the primary evaluator.

14.2.4 If requested by the teacher, the site administrator shall meet with the aide and the teacher to identify areas of difficulty and to suggest a remedial course of action. Should there be no improvement within a reasonable period of time the teacher may request that the aide be reassigned.

14.3 Students

14.3.1 A written statement of rights and duties of all school personnel with respect to student discipline as found in Administrative Regulation 5144 through 5144.2 or their successor, including the use of corporal punishment and the rights of suspended students, shall be presented to each unit member during the first week of the school year.

14.3.2 A teacher may suspend a pupil from the teacher's class for the day of suspension and the day following in accordance with the applicable regulation.

14.4 Environment

14.4.1 Classroom visitations by members of the school staff, members of the District administration, support staff and school board members should be made in such a way as to be the least disruptive. Visiting groups of three (3) or more shall notify the teacher in advance of the visit. All others who wish to visit the classroom or meet with the classroom teacher (other than during the scheduled conference period) shall make their request known to the school office. The teacher shall, within one (1) working day, set a visitation or conference time.

14.4.2 When a principal is unavailable to the school site, an alternate administrator shall be designated to handle conditions that could endanger the safety of the employee (i.e., bomb threat, fire, parent/student threat of bodily harm).

14.4.3 The District will reimburse for the loss, destruction, or damage by fire, burglary, or vandalism, but not mysterious disappearance of personal property used in the school. Reimbursement shall be made only when approval for the use of the personal property, in school, has been given before the property is brought to school, and what the value of the property is, has been agreed upon by the person bringing the property and the site administrator/designee.

14.4.4 In the event that the teacher and the site administrator agree that the physical circumstances make a classroom an unfit environment in which students are able to learn, the site administrator shall provide another adequate teaching environment if possible until the conditions in the classroom are remedied.

14.5 Special Education Master Plan

14.5.1 The classroom teacher will normally have access to a copy of the student's IEP at least one (1) day prior to the student reporting to that teacher's classroom. These IEPs will be in confidential files at the school site and may be viewed by the unit member(s).

14.5.2 Should the District require a teacher to attend any meeting involved in the fair hearing process, the District shall provide release time.

14.5.3 The IEP development team and/or review team may be provided release time for meetings.

14.5.4 Using the District's established referral procedures; a unit member may refer a student in his/her class to determine if the student may require special education services. The site administrator shall normally acknowledge receipt of the request within fifteen (15) days.

14.5.5 Generally, students mainstreamed for socialization purposes will be placed with their age-level peers.

ARTICLE 15: RETIREES

15.1 Reduced Service Employment

15.1.1 Unit members, at their request and subject to District approval, may elect to reduce their workload from full time to regular part-time duties and receive full credit toward retirement, subject to the following conditions (Ed Code 22713 aka Willie Brown):

15.1.2 Conditions

15.1.2.1 The agreement to reduce a member's workload shall be in effect at the beginning of the school year.

15.1.2.2 The unit member must have reached the age of fifty-five (55) before July 1st of the school year in which part-time work is to commence.

15.1.2.3 The unit member must be certificated and a full-time employee for at least ten (10) years and must have been in a full-time position for five (5) years immediately preceding the part-time employment.

15.1.2.4 For purposes of this article, sabbaticals, other approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons do not constitute a break in service. For purposes of this article, the period of time during which a member is retired for service shall constitute a break in service and a member who reinstates from retirement shall be required to be employed on a full-time basis to perform creditable service for at least five school years immediately preceding the reduction in workload. (Ed Code 22713) The unit member may not participate after the age of sixty-five (65). Unit members reaching the age of sixty-five (65) years during the school year may continue through the year.

15.1.2.5 The unit member shall receive health and welfare benefits in the same manner as a full-time unit member (see Government Code Section 53201).

- 15.1.2.6 Minimum part-time employment shall be equal to one-half of the number of days of the Notice of Employment required of a unit member during the final year in a full-time position. Payments will be on a monthly basis (12).
- 15.1.2.7 STRS/PERS contributions will be based on the amount the unit member would have earned on a full-time basis.
- 15.1.2.8 Unit members who elect reduced service employment according to the provisions above may retire prior to the completion of a maximum of five (5) years, and, if less than sixty-five (65) years of age, request a forty-day (40) early retirement contract (see Section 15.2). It is understood that in such cases the combined total of the reduced teaching contracts and the early retirement contracts shall not exceed five (5) years or until the age of sixty-five (65) years, whichever comes first.

15.1.3 Implementation

- 15.1.3.1 Prior to the established District deadline, the unit member who qualifies under the above conditions must submit a request for inclusion in the program on forms provided by the Human Resources Office.
- 15.1.3.2 The reduced service employment of unit members shall be made at the convenience of the District and in the best interest of the students.
- 15.1.3.3 The annual contract executed between the District and the unit member participating in this program may be renewed annually for a period not to exceed ten (10) years (see Ed. Code Section 22713), or to the age of sixty-five (65), whichever comes first. This contract can be revoked only with the mutual consent of the Board and the unit member.
- 15.1.3.4 Prior approval must be received by the unit member from the Office of the Superintendent before entering the District's reduced service employment plan.

15.2 Early Retirement Plan

- 15.2.1 An early retirement plan is available on a voluntary basis to permanent certificated employees under the age of sixty-five (65) years who have been employed half-time (.50) or more by the District for a minimum of ten (10) years prior to entering into the plan and have reached the age of fifty-five (55) years.
- 15.2.2 Unit members electing to participate in this program shall resign from employment with the District and simultaneously enter into a contract for service as an independent contractor for the District, provided terms of this contract have been mutually agreed upon prior to the unit member's resignation.
- 15.2.3 Services rendered as an independent contractor shall be mutually agreed upon, paid according to the negotiated early retiree salary schedule, and identified in the unit member's contract. Lists of services desired by the District will be made available upon request. Unit members may suggest possible services for District consideration.
- 15.2.4 Unit members participating in this program may not be engaged as classroom teachers with the District unless by mutual agreement between the District and the Association.
- 15.2.5 The number of participants who may participate in this program shall be limited to the number determined by the District as being appropriate to meet the specific project needs of the District.
- 15.2.6 Unit members having attained the age of sixty-five (65) shall not be eligible for participation in this program. Those attaining the age of sixty-five (65) during the school year may continue their employment through the balance of that school year.
- 15.2.7 Procedures for determining satisfactory completion of the contract services shall be stated in the contract. Unit members participating in the program with approval of the Board of Education will have their contract renewed on a year-to-year basis up to a maximum of five (5) years, provided the contract services have been determined to be satisfactorily completed pursuant to the contract procedures.
- 15.2.8 A unit member's contract under this program may be terminated at any time upon mutual agreement of the participant and the Board of Education.

- 15.2.9 A unit member participating in this program shall provide independent contract services for a specified number of days per fiscal year at such times as are mutually agreed upon and as identified in the unit member's contract of hiring.
- 15.2.10 Unit members may or may not be able to earn credits for Social Security benefits under federal and state laws. Eligibility is determined by the Social Security Administration of the Department of Health and Welfare. District employees choosing the early retirement plan have the responsibility for applying for, and establishing their eligibility for, Social Security benefits for themselves. The District is not responsible for, and does not represent that, the independent contracts entered into under the early retirement plan will establish eligibility for the early retiree. The employee shall have the sole responsibility to consult with the Social Security Administration on the probable eligibility of his/her proposed contract before submitting his/her resignation and entering into the contract.
- 15.2.11 Compensation for unit member's benefits for health and dental care programs shall include a monthly allocation of funds identical to that amount expended in each contract year for current District certificated employees in positions similar to the one filled by the retiree immediately preceding retirement, and computed as provided in Section 15.2.13 below.
- 15.2.12 All proposed contracts for participation in this Early Retirement Plan shall be submitted to the District Office of Human Resources by March 1 of each fiscal year. The District shall notify the employee of the acceptance or rejection of the initial proposed contract no later than March 31. The proposed contracts for years two (2) through five (5) of each unit member's program will be approved upon satisfactory completion of the prior year's contract as provided in Section 15.2.7, and in no event later than June 15th.

- 15.2.13 The maximum number of days to be worked and the compensation and benefits for part-time employees at the time of retirement shall be proportionate to the average of their annual assignments during the past ten (10) years (i.e., a part-time unit member's last ten (10) years of employment prior to retirement included five (5) years at 50% and five (5) years at 100% contract: the employee is entitled to 75% of the maximum early retirement compensation and benefits.)
- 15.2.14 The maximum annual compensation for each day of service rendered by a unit member shall be at a rate of One Hundred Forty-five Dollars (\$145) and shall not exceed a total of forty (40) days (280 hours) per year.

15.3 Health and Welfare Benefits for Retirees

See Sections 5.6 and 5.7.

ARTICLE 16: ORGANIZATIONAL SECURITY

16.1 Association Dues Procedure

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

16.1.2 Any unit member who is not a member of the Napa Valley Educators Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a representation fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments, payable to the Association (local, state and national) in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 16.1.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 16.1.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 16.1.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

- 16.1.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organization shall not be required to join or financially support Napa Valley Educators Association/ NEA/CTA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to 1) Chapter Scholarship Fund, 2) United Way, 3) Foundation to Assist California Teachers. Such payment, in an amount not to exceed the standard initiation fee, periodic dues and general assessments, payable to one of the aforementioned organizations, shall be made in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the member may authorize payroll deduction for such payment in the same manner as provided in Section 16.1.1 of this article for the payment of dues to the Association. There shall be no charge to the Association for such deductions.
- 16.1.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 16.1.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Section 16.1.2 and 16.1.3 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before (same date as cash/fees) of each school year. Paystubs showing payment to one of the above organizations shall suffice for proof of payment for members electing to authorize payroll deduction.
- 16.1.5 With respect to all sums deducted by the District pursuant to Sections 16.1.1 and 16.1.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 16.1.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 16.1.1 of this Article.

16.1.7 Any unit member making payments as set forth in Sections 16.1.3 and 16.1.4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying to the Association the reasonable cost of using said grievance or arbitration procedures.

16.2 Representation Fee Election The representation fee provisions which are set forth in this Article shall be severed from the remainder of this Agreement and shall be voted upon separately by all unit members who are included within the bargaining unit represented by the Association. Such election shall be held and conducted in accordance with Sections 3546(a) and 3546(b) of the Educational Employment Relations Act and Section 34000 through Section 34040 of the Rules and Regulations of the Public Employment Relations Board. The implementation of this Article shall be strictly subject to the results of the election which shall be conducted as described above. Such sections pertaining to the collection of a representation fee shall become effective only if a majority of those unit members who vote in the election, actually approve the option of a representation fee as set forth in those sections cited above. Failure to achieve the aforementioned majority vote shall result in the severance of this ineffective provision and shall not be deemed to affect the remaining provisions of this Agreement.

16.3 Association's Due Process Obligations

A non-Association unit member may object to the use of any or all of the representation fee as provided in this Section and applicable law. The Association shall establish procedures in accordance with the Educational Employment Relations Act, constitutional law and Chapter 8 Section 32992 through Section 32996 of the rules and regulations of the Public Employment Relations Board, for 1) notification of non-Association unit members of the amount of representation fees, the basis for their calculation and the procedure for objecting to the use of all or any part of the fee, 2) the filing of financial reports, 3) appealing the amount of the fee and 4) the placing in escrow of any representation fees in dispute.

16.4 Hold Harmless and Indemnity Provision

- 16.4.1 The Association, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any legal or administrative actions which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this Agreement pertaining to representation fee.
- 16.4.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any suit or action for which the District seeks indemnification and shall attempt to agree whether any such action listed above in Section 16.4.1 shall be compromised, resisted, defended, tried or appealed.
- 16.4.3 The Association shall decide and determine whether any such action or proceeding referred to in Section 16.4.1 shall or shall not be compromised, resisted, defended, tried or appealed, as long as the District does not have a distinct and separate legal interest in the matter in dispute.
- 16.4.4 The District shall not be entitled to be reimbursed for any fees or costs, unless Sections 16.4.2 and 16.4.3 are complied with and shall not be entitled to such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

ARTICLE 17: SCHOOL BASED EXCEPTIONS TO THE CBA

17.1 Purpose

It is the purpose of this article to allow teams of teachers and administrators at school sites to respond to specific needs which develop in the process of implementing school-based shared decision-making which might require "exceptions without prejudice" to the Collective Bargaining Agreement (CBA). It is the intent of this article to create a review process in the event that there are any school restructuring projects which are in conflict with this CBA. The District and/or Association reserve the right to reconsider at any time whether an "exception without prejudice" is appropriate. See Appendix A (Incorporated from a MOU).

17.2 Shared Decision-Making Team

A Shared Decision-Making (SDM) Team will be developed by the District and the NVEA Executive Board, consisting of an equal number of members, to review and assist the process, and to mediate disputes when appropriate. An additional function of the SDM Team will be to ensure that affected staff receives appropriate training.

17.2.1 The SDM Team will automatically review proposals which contain "exceptions" to the CBA to verify the effectiveness and appropriateness of the change or of the decision-making process. This review will occur as the Collective Bargaining Agreement expires and is renewed. Exceptions need the concurrence of the SDM Team for approval.

17.2.2 Specifically excluded from this provision at this time are the Transfer and Evaluation articles, as well as this article. Contract elements such as morning break, duty-free lunch, length of workday and number of workdays will be subject to particular scrutiny by the SDM Team.

17.2.3 Specific concerns will be referred back to the Staff Team as necessary.

17.2.4 The SDM Team will reach agreement by consensus.

17.3 Application

Work sites or subgroups of site staff may apply for exceptions to the CBA. An Application and Guidelines packet will be developed by the District and Association on which restructuring proposals or plans should be submitted to the SDM Team. The packet will enable work teams to clearly identify the nature of the proposal and will demonstrate that the proposal reflects a genuine consensus of or a default of an 85% vote of the members who voted.

17.4 Utilization

This process will be used even if agreement on the change has already been reached and implemented by staff teams unaware of any contract violation.

17.5 Participation

In order to participate in the exception process as stipulated in this article, staff at a school site must have demonstrated a commitment, as well as experience and/or training in problem solving and shared decision making. It is intended that all staff potentially affected by a decision will have the opportunity to participate in the decision-making process.

17.5.1 Teachers who would be significantly affected by a decision will be the work site group who will participate with the site administrator in the shared decision-making process. This might include, for example, an entire school staff, a department, a middle school team, grade level teams or other units of organization institutionalized at a given school.

17.5.2 Teams will demonstrate the utilization of an Interest Based Problem solving approach by submitting to Human Resources evidence of the following:

17.5.2.1 Sufficient time was allowed to include all stakeholders;

17.5.2.2 Development of interests and options;

17.5.2.3 Reasonable efforts to reach consensus, which is defined here as “everyone can professionally support this decision”, and;

17.5.2.4 After making every effort to reach consensus utilizing an Interest-Based Problem Solving process, a default vote of 85% the members who voted will be recognized.

It is the intent of this article that decisions will be made by consensus, which is defined here as “everyone can professionally support this decision”.

17.5.3 The team making the decision will, as the CBA expires and is renewed, validate and evaluate the effectiveness of any decisions made through this process.

17.6 This language has been introduced in the 1991/92 school year as a pilot. The process will be monitored by NVEA and the NVUSD, and will be revised as necessary to ensure that the spirit of this section as well as the NVUSD/NVEA CBA is being honored.

17.7 Interest-based Problem Solving Training

The following Interest-Based Problem Solving training options will be offered to unit members:

17.7.1 Option 1: Initial Training

17.7.1.1 A training will be offered annually, utilizing the expertise of CSEA, NVEA and CTA, to new NVEA site representatives, new administrators and new Board of Education members.

17.7.1.2 This interest-based problem solving training will be completed before new site representatives may utilize their Role Recognition and Incentive Program allocation.

17.7.2 Option 2: Facilitators - Training and Modeling

The District will offer training for facilitators. District-trained facilitators will model the interest-based problem solving strategy and facilitate problem solving meetings for school sites/departments/core groups/ school site councils, and will be given release time for this purpose.

17.7.3 Option 3: In-Depth Training

In-depth training may be needed for total school sites, departments and/or core groups at the middle schools/high schools, school site councils, etc.

ARTICLE 18: MISCELLANEOUS PROVISIONS

- 18.1 Within thirty (30) days of ratification of the Agreement by both parties herein, 500 plus the current number of certificated employees booklet-style and 25 letter-size copies will be prepared and delivered to the Board and members of the Association. The immediate cost of preparing the copies will be equally shared by the Association and the Board. The Association shall be reimbursed if the District recovers contract preparation costs from state funds.
- 18.2 A unit member's notification to the Board that s/he intends to resign becomes effective five (5) working days following receipt of a written resignation by the superintendent/designee.
- 18.3 Should a conflict arise between the terms of an individual contract between the Board and an individual unit member and this Agreement, then the terms of this Agreement shall be controlling.
- 18.4 Members of the unit completing a payroll deduction authorization form for the purpose of joining the Association which is received by the District Payroll Office by the first day of the month shall have the NVEA/CTA/NEA dues deducted from their warrants for that month.
- 18.5 No unit member, unless appropriately licensed, will be required to dispense, administer or supervise the taking of any medication by students or perform medical procedures for a student.

ARTICLE 19: NEGOTIATING PROCEDURES

- 19.1 Negotiations shall take place at mutually agreeable times and places, and under normal circumstances shall be held within ten (10) days of receipt of a written request for such a meeting.
- 19.2 The Association shall receive released times for only five (5) of its members for the purpose of attending scheduled sessions for negotiations. Representatives of the Association scheduled to participate during working hours in negotiations, mediation or fact finding, shall suffer no loss in compensation pursuant to Government Code Section 3543.1.
- 19.3 The Board agrees to provide requested data not otherwise privileged by law to the Association in order that it may fulfill its role as the exclusive bargaining representative. The District may levy a reasonable charge for reproduction of material not otherwise available to the public.
- 19.4 Not later than the third week of October, the Board shall furnish the Association with the placement of unit members on the salary schedule.

ARTICLE 20: PROGRESSIVE DISCIPLINE

20.1 General Provisions

The District reserves the right to utilize the following Progressive Discipline Process, only for just cause which will include warnings, reprimands, or suspensions without pay for less than fifteen (15) working days. Discipline shall not include dismissal or suspensions for more than fifteen (15) working days.

20.2 Progressive Discipline

20.2.1 When appropriate, discipline shall be progressive as follows except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay.

20.2.1.1 Verbal Counseling/Warning

The district shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference notation of the incident, which will not be placed in the unit member's personnel file.

20.2.1.2 Written Warning

Subject to 20.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twenty-four (24) months. Written warnings will not be placed in the unit member's personnel file.

20.2.1.3 Written Reprimand

Subject to 20.2.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twenty-four (24) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

20.2.1.4 Suspension Without Pay

Subject to 20.2.1 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twenty-four (24) months. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of the suspension will relate to the severity of the action.

20.3 Notice

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

- 20.3.1 A statement of the specific acts or omissions upon which the action is based;
- 20.3.2 A statement of the case(s) for which action is recommended;
- 20.3.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated;
- 20.3.4 Penalty proposed and effective date;
- 20.3.5 Copies of the documentary evidence upon which the recommendation is based.
- 20.3.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article 8 (Grievance Procedure) of this agreement subject to 20.5.1 below.

20.4 Administrative Leave

In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth above will be sent to the unit member by certified mail address to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

20.5 Arbitration

- 20.5.1 Only written reprimands and suspension without pay may be appealed to arbitration under the grievance procedure in Article 8 of the Agreement commencing with Section (Arbitration Level). If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member for the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.

20.5.2 The association must request arbitration by delivering writer notice of appeal to the superintendent with twenty (20)_working days after receipt of the notice of suspension or written reprimand. If the Association does not demand arbitration within the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the superintendent or designee.

20.6 Confidentiality

All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law.

20.7 Education Code

This article is intended for the purpose of suspension, to replace the provisions of Education Code Section 44944, but will not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942. Nor is this Article intended to preclude the District's right to re-elect probationary unit members.

ARTICLE 21: PUBLIC CHARGES

- 21.1.1 Complaints deemed by the site administrator to be serious and reduced to writing by the site administrator regarding unit member(s) will be reported to the unit member(s) within five (5) working days. The time requirement can be extended by mutual agreement of the unit member and site administrator.
- 21.1.2 A copy of any written complaint concerning a unit member shall be given to that member. The unit member may prepare a written response to the complaint which shall be attached to it and placed in the member's personnel file.
- 21.1.3 No material shall be placed in the unit member's file regarding the complaint until a conference has been held between the unit member and the site administrator.
- 21.1.4 The unit member shall be afforded an opportunity for advice and counsel from a representative of the member's choosing before being required to respond to such complaints orally or in writing.
- 21.1.5 Material regarding the complaint which may be entered into the unit member's file shall be processed in accordance with the personnel file section in Article 11.6.5.

ARTICLE 22: PROFESSIONAL DEVELOPMENT

22.1 Professional Development Funding

22.1.1 The District will budget for the purposes of study/training/retraining leave, NVEA Role Recognition, and Interest Based Problem Solving Negotiations support up to a total of Thirty Thousand (\$30,000) Dollars per year for the life of the contract. Any funds not used in a given year will be carried over for use in the succeeding year. Allocation of study/training/retraining funds will be subject to the following conditions:

22.1.1.1 Each candidate selected for study/training/retraining will have an educational plan that will address the needs of the District according to the following priorities:

22.1.1.1.1 Retraining which address District-identified staffing needs;

22.1.1.1.2 Professional development funding other than retraining which address District-identified staffing needs;

22.1.1.1.3 Other activities which address needs which the District may not have identified.

22.1.1.2 The District and the Association through the Professional Standards Committee will prepare and submit to the Superintendent/Designee for approval the procedures to be used to receive study/training/ retraining professional development funding.

22.1.1.3 Request for study/training/retraining leaves and/or professional development funding shall be submitted to the Professional Standards Committee. The Professional Standards Committee, after evaluating requests, will recommend candidates for funding.

ARTICLE 23: REOPENERS

- 23.1 During the term of this Agreement, the Association and the District shall have the right to reopen negotiations each year on Calendar and three (3) other re-openers of its choice.
- 23.2 The initial language of proposed changes in the contract shall be submitted to the Board of Education on the second regular Board meeting in March by both parties.

ARTICLE 24: COMPLETION OF MEET AND NEGOTIATE

24.1 During the term of this Agreement the District and the Association expressly waive and relinquish the right to meet and negotiate on all matters covered by the Agreement, and agree that neither the District nor the Association shall be obliged to meet and negotiate with respect to any other subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of March, 2010.

FOR:
NAPA VALLEY UNIFIED SCHOOL DISTRICT

FOR:
NAPA VALLEY EDUCATORS ASSOCIATION

Sharyn E. Lindsey,
Assistant Superintendent/HR/EER

Pat O'Connor,
President NVEA

2009-2010 Council Members

Kathleen McClure
Deborah Brenner
Elena Toscano
Charlotte Ford-Gray
Mike Pearson
Annie Petrie
Maria Cisneros
MaryAnn Salinger
Adam Stein
Mark Brewer

Dave Hollman
Patty Wyman
Mike Willmarth
Elizabeth Goff
Linda Hansen
Ginger Dunne
Gayle Young
Jana Jack
Maria Vega
Frank Varni
Ana Andrilla

APPENDIX A

USE OF EARLY RELEASE PLANNING TIME

The intended purpose of early release planning time was to reorganize the instructional week to provide opportunities for staff members to collaborate on instructional issues. The association and district have stipulated that the manner in which planning time is organized and used should be determined collaboratively by teachers and administrators at each site.

There are a number of ways in which that decision can be made. The entire staff can work together to reach consensus on a plan, or by consensus, the staff can delegate that decision to a leadership team or the principal. For example, staff might meet to identify interests related to the use of this time, and then ask the leadership team or another subcommittee to develop a straw design to bring back for review, input, and eventually a decision.

If members of the staff are dissatisfied with how this time is currently used, then it is the responsibility of dissenting staff members to share their concerns directly with association site representatives or the principal and request that discussions be held as soon as possible to resolve any concerns.

It is appropriate for staff members to use early release time to determine an appropriate plan if questions are raised about the use of the time. Common sense should prevail on when and how to organize such a conversation, with the principal working directly with the leadership team and/or site reps to determine how to proceed.

Any questions about this issue should be directed to:

NVEA
Pat O'Connor
nvea@pacbell.net

NVUSD/Human Resources
Sharyn E. Lindsey
slindsey@nvusd.k12.ca.us

