



The Norwalk-La Mirada Unified School District 2018-2019 Bargaining Proposal to the Master Agreement with the Teachers Association of the Norwalk-La Mirada Area

In the spirit of valuing our employees and their contributions to the District, on behalf of the Board of Education, the proposal below, including the attachment, is to amend the Master Agreement between the Norwalk-La Mirada Unified School District Board of Education and the Teachers Association of the Norwalk-La Mirada Area.

ARTICLE XXII: WAGES - APPENDICES A-K

For the 2018-2019 school year (retroactive to July 1, 2018), the District shall provide an increase in the amount of 3.71% to all compensation areas, including salary, rates, and stipends.

ARTICLE IX: PROCEDURES TO BE UTILIZED IN THE EVALUATION OF TEACHERS

The District has an interest in negotiating a separate evaluation document to be used specifically for counselors.

ARTICLE VII: NEGOTIATING PROCEDURES

The District is prepared to enter into negotiations regarding the attached initial proposal for revisions to the entire Master Agreement between the Norwalk-La Mirada Unified School District Board of Education and the Teachers Association of the Norwalk-La Mirada Area.

10/8/18

NORWALK--LA MIRADA UNIFIED SCHOOL DISTRICT

AND

**TEACHERS ASSOCIATION OF THE NORWALK-LA MIRADA AREA
(TANLA)**

August ~~31, 2018~~⁵ – July 31, 20~~21~~⁸

10/8/18

TABLE OF CONTENTS

ARTICLE I: AGREEMENT..... 55

ARTICLE II: RECOGNITION 66

ARTICLE III: ACADEMIC AND PERSONAL FREEDOM 88

ARTICLE IV: DEFINITIONS 99

ARTICLE V: MANAGEMENT RIGHTS 1010

ARTICLE VI: ORGANIZATIONAL SECURITY 1111

ARTICLE VII: NEGOTIATING PROCEDURES 1717

ARTICLE VIII: GRIEVANCE PROCEDURES 1818

ARTICLE IX: PROCEDURES TO BE UTILIZED IN THE EVALUATION OF TEACHERS 2323

ARTICLE X: PERSONNEL FILES..... 343433

ARTICLE XI: SAFETY CONDITIONS OF EMPLOYMENT 373736

ARTICLE XII: TRANSFERS AND REASSIGNMENTS WITHIN A SCHOOL 414140

ARTICLE XIII: CLASS SIZE 505049

ARTICLE XIV: HOURS, WORK-DAY, AND WORK-YEAR 525251

ARTICLE XV: ALTERNATIVE SCHOOL YEAR PROGRAM 666664

ARTICLE XVI: PROFESSIONAL GROWTH 676765

ARTICLE XVII: TEACHER SUPPORT PROGRAMS 686866

ARTICLE XVIII: ADULT EDUCATION..... 696967

ARTICLE XIX: COUNSELORS 717169

ARTICLE XX: LEAVES OF ABSENCE 737371

 A. PROVISIONS APPLICABLE TO ALL LEAVES 737371

 B. STATUS FOR FRINGE BENEFIT PURPOSES 757572

 C. BEREAVEMENT 757573

 D. EDUCATIONAL MEETINGS..... 767673

 E. PARENT OBLIGATION LEAVE 777774

 F. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE..... 777774

 G. FAMILY AND MEDICAL LEAVE ACT (FMLA) 787875

 H. PERSONAL NECESSITY LEAVE 808076

 I. PAID JURY DUTY 818177

 J. PERSONAL BUSINESS LEAVE 818178

K. MATERNITY AND CHILD CARE LEAVE.....	828278
L. MILITARY LEAVE.....	838378
M. PEACE CORPS.....	848479
N. PUBLIC OFFICE.....	848479
O. SICK LEAVE.....	848479
P. SPECIAL OBLIGATION.....	878781
Q. UNPAID LEAVES.....	888882
ARTICLE XXI: SUMMER SCHOOL TEACHERS.....	898983
ARTICLE XXII: WAGES.....	919185
ARTICLE XXIII: ALLOCATION OF LOTTERY FUNDS FOR SCHOOL SITE RENEWAL.....	959589
ARTICLE XXIV: HEALTH AND WELFARE BENEFITS.....	969690
ARTICLE XXV: PROGRESSIVE DISCIPLINE AND JUST CAUSE.....	10010094
ARTICLE XXVI: JOB-SHARE OR SHARED EMPLOYMENT CONTRACT.....	10310396
ARTICLE XXVII: SPECIAL EDUCATION PROGRAMS AND PROCEDURES.....	10510598
ARTICLE XXVIII: EL CAMINO HIGH SCHOOL, SITE SPECIFIC PROGRAM GUIDELINES AND PROGRAM OFFERINGS.....	107107100
ARTICLE XXIX: RAMONA AND DISTRICT PRE-K PROGRAMS, SITE SPECIFIC PROGRAM GUIDELINES AND PROGRAM OFFERINGS.....	108108101
ARTICLE XXX: SHARED MANAGEMENT AND DECISION MAKING AT SCHOOLS.....	114114106
ARTICLE XXXI: CONFORMITY TO LAW.....	118118110
ARTICLE XXXII: SUPPORT OF AGREEMENT.....	119119111
ARTICLE XXXIII: SIGNATURES.....	120120112
APPENDIX A: TEACHER SALARY SCHEDULE (183 WORKDAYS - 180 TEACHING DAYS)...	121121113
APPENDIX B: TEACHER SALARY SCHEDULE (202 WORKDAYS – 192 WORKDAYS).....	122122114
APPENDIX C: VOCATIONAL EDUCATION TEACHER SALARY SCHEDULE (183 WORKDAYS – 180 TEACHING DAYS).....	123123115
APPENDIX D: COUNSELOR SALARY SCHEDULE.....	124124116
APPENDIX E: PERMIT TEACHER SALARY SCHEDULE (6HR/183 WORKDAYS).....	125125117
APPENDIX F: PERMIT TEACHER SALARY SCHEDULE (8HR/203 WORKDAYS).....	126126118
APPENDIX F-1: TEACHER SALARY SCHEDULE (8HR/223 WORKDAYS).....	127127119
APPENDIX F-2: TEACHER SALARY SCHEDULE (8HR/202 WORKDAYS).....	128128120
APPENDIX G: PERMIT/HOME BASE TEACHER SALARY SCHEDULE (8HRS/183 WORKDAYS)	

.....	<u>129</u> 129 <u>121</u>
APPENDIX G-1: PERMIT/HOME BASE TEACHER SALARY SCHEDULE	<u>130</u> 130 <u>122</u>
APPENDIX H: ADULT EDUCATION SALARY SCHEDULE	<u>131</u> 131 <u>123</u>
APPENDIX H-1: TEACHER SALARY SCHEDULE (8HR/202 WORKDAYS – 11 MONTHS)	<u>132</u> 132 <u>124</u>
APPENDIX H-2: CREDENTIALLED SPEECH & LANGUAGE PATHOLOGIST	<u>133</u> 133 <u>125</u>
APPENDIX I: HOURLY, DAILY & INTERMITTENT PAY	<u>134</u> 134 <u>126</u>
APPENDIX J: EXTRA PAY FOR EXTRA DUTY	<u>135</u> 135 <u>127</u>
APPENDIX K: CATEGORICAL, GRANTS & FIXED COSTS PROGRAM.....	<u>139</u> 139 <u>131</u>
APPENDIX L: SALARY POLICY	<u>140</u> 140 <u>132</u>
APPENDIX M: HEALTH & WELFARE BENEFITS.....	<u>146</u> 146 <u>138</u>
APPENDIX N: CALENDAR– MASTER: REGULAR YEAR.....	<u>148</u> 148 <u>140</u>
APPENDIX O: CALENDAR –MASTER: PRE-K.....	<u>149</u> 149 <u>141</u>
APPENDIX P: TEACHER REASSIGNMENT NOTICE	<u>150</u> 150 <u>142</u>
APPENDIX Q: INSTRUCTIONAL WALKTHROUGH CLASSROOM VISITATION REQUEST....	<u>151</u> 151 <u>143</u>
FORMS FOR GRIEVANCE PROCEDURES	<u>153</u> 153 <u>145</u>
FORMS FOR EVALUATION AND OBSERVATION PROCEDURE	<u>157</u> 157 <u>149</u>

ARTICLE I: AGREEMENT

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Norwalk-La Mirada Unified School District ("District") and the Teachers Association of the Norwalk-La Mirada Area/California Teachers Association/National Education Association ("Association"), an employee organization.
- B. The specific provisions contained in this Agreement shall prevail over conflicting present and past District practices, procedures and regulations, and over conflicting State Laws to the extent permitted by State Law.
- C. Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall print and deliver to the Association ~~300~~100 copies of this Agreement and post this Agreement on the District website for access by all certificated staff.
- D. This Agreement shall remain in full force and effect from August 1, 201~~8~~5 through July 31, 202~~18~~19, except for re-openers in the following areas:
1. Both the District and the Association shall have the ability to reopen salary and health benefits and two (2) specific contract articles for amendment by written notification to the other party no later than June 15, of each year.
 2. ~~A calendar for the 2016-2018 school years shall be negotiated.~~
 3. Any programs or changes in State law and/or State funding which is identified as being within the scope of bargaining.
 4. Any other Contract Articles that are mutually agreed upon as areas to reopen.
- E. The Master Calendar will be negotiated annually to ensure two subsequent academic years are agreed upon no later than October 1st of each year.

ARTICLE II: RECOGNITION

- A. The District recognizes the Association as the exclusive representative for those certificated employees listed below for the purpose of meeting and negotiating:

- Teachers - Probationary
- Teachers - Permanent
- Teachers - Temporary
- Teachers - Emergency Permit
- Teachers - Waivered
- Teachers - Intern
- Teachers - Pre-Intern
- Teachers - Home
- Teachers - Summer School
- Teachers - On Special Assignment (Non-Administrative)
- Teachers-Alternative Programs
- Title I Resource Teachers
- Counselors
- Librarians
- Adult School Academic & Support Services Provider
- Adult Education Teachers (Full or Part-time)
- Preschool and Head Start Teachers
- Coordinators-Head Start/Pre-School
- Preschool/Head Start Nurses
- Special Education School Nurses
- School Nurses
- Inclusion Specialists
- Speech Language Pathologists
- Peer Assistance Teachers
- Media Technician (High School)
- Common Core Coaches
- Math Specialists
- Education Specialist: Special Education

- B. Excluded from the bargaining unit are the positions listed below:

- Superintendent
- Deputy Superintendent
- Associate Superintendents
- Assistant Superintendents
- Area Superintendents
- Administrators

Administrative TOSA
Directors
Principals
[Associate Principals](#)
Assistant Principals
[Deans of Students](#)
Supervisors
Coordinators
Project Managers
District Librarian
Project/Program Specialists
Psychologists
Substitute Teachers
Facilitators

- C. In the event that positions are established by the Board of Education which reflect a job title not covered in Section A and B above, and the Association does not agree with the Board's designation as to inclusion in or exclusion from the recognized bargaining unit, an appeal may be made to the Public Employment Relations Board for review and final decision.
- D. Disputes concerning the interpretation of Sections A, B, and C of this Article are not subject to Article VIII, Grievance Procedures, but may be subject to resolution through appropriate Public Employment Relations Board proceedings.
- E. Each year, the District shall make reasonable effort to place qualified bargaining unit members, who apply, into all advertised extra-duty assignments before hiring any persons outside the unit to fill such assignments.
- F. The Board of Education shall not subcontract out to private parties, individuals or businesses, any work heretofore performed by any member(s) of the certificated employee bargaining unit of the school district, except for advertised extra duty assignments as per provision of Article II, Section E of this Agreement. The Superintendent and Association Executive Director may, by mutual agreement, in writing, allow a needed certificated employee position to be filled temporarily from outside the bargaining unit, on a full-time or part-time basis, at a mutually agreeable hourly rate, to provide needed emergency services for students, for no more than sixty (60) calendar days maximum, during which time the District will make every reasonable effort to hire a qualified certificated employee to fill the job position in question.

ARTICLE III: ACADEMIC AND PERSONAL FREEDOM

- A. Academic freedom shall be granted to teachers in the study, investigation, and presentation of any facts and/or ideas concerning people, human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility with due regard to the maturity level of the student, District rules and policies, state Curriculum Frameworks, California State Standards, Board-approved curriculum and instructional material, and the laws of the State of California.
- B. The Board of Education, as an employer, is not concerned with the personal life of any teacher, unless it prevents the teacher from performing assigned functions. The citizenship and the teacher's religious or political activities are not grounds for discipline or discrimination with respect to the teacher's professional employment as long as he/she does not violate any local, state, or federal law. The Association recognizes that the Board of Education, as per Board Policy 0402, is committed to equal opportunity for all individuals and does not discriminate on the basis of race, religion or creed, color, national origin, sexual orientation, mental or physical handicap (or disability), or age, in any of its policies, programs, practices, or procedures.
- C. No person, including a pupil, shall use any electronic listening, recording, or video device in any individual teacher's classroom without first receiving the prior consent of both the teacher and the principal of the school. This provision shall not preclude a teacher from using such devices in his/her classroom [so as long as the teacher complies with current Board Policy that addresses this topic](#). The Board of Education shall press for the prosecution, under provision of Education Code Section 51512, of any person, or student, violating this code section.

ARTICLE IV: DEFINITIONS

- A. 'Teachers': refers to all members of the bargaining unit with the exception of Permit Teachers in the sections dealing with calendar and salary and therefore are covered by the terms and provisions of this agreement except as specified in particular Articles of the agreement.
- B. 'School Day': means a day and time during which students are required to be in attendance.
- C. 'Teacher Workday': means a day and time during which teachers are required to be on the job.
- D. 'Teacher Work-year': Teacher work-year will be comprised of 183 total teacher work-days. Total student ADA days 180 and three (3) non-instructional days
- E. 'Negotiate in Good Faith': means a serious and honest effort on the part of each party to reach agreement.
- F. '~~Work Day~~ ~~Work Day~~': shall mean any day in which the District Administration Office is open for business.
- G. 'District': shall mean the public school employer and/or the Board of Education.
- H. 'Immediate Supervisor': shall mean that member of the District Management Team who has immediate jurisdiction over a teacher.
- I. 'Minimum instructional days': shall contain 240 instructional minutes as per Education Code Sections 46111-46118.
- J. "Daily Rate of Pay" means the unit member's annual scheduled salary divided by the number of duty days required by the agreement

ARTICLE V: MANAGEMENT RIGHTS

- A. The exercise of the following powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms are in conformance with law. It is not the intention of the parties, in setting forth the following rights of management, to detract or diminish in any way the rights of teachers or the Association as set forth in the Agreement.
- B. The exercise of the following powers, rights, authority, duties, and responsibilities by the District is expressly excluded from the provisions of Article VIII, Grievance Procedures. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine whether, when, and where there is a job opening; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; utilize Personnel not covered by this Agreement, including, but not limited to, substitutes, casuals, provisional personnel consultants, supervisory or managerial personnel, to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel.
- C. In addition, the Board retains the authority to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees. Discipline will be in conformity with Education Code 44944.
- D. The District retains its right to suspend the provisions of this Agreement in cases of emergency for the duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District. When an emergency is called, the District will notify the Association of the reasons for the emergency, the expected duration of the emergency, and the specific articles of agreement that are suspended by the emergency. Emergency is a natural or human catastrophe such as fire, earthquake, flood, or large-scale student disturbance.

ARTICLE VI: ORGANIZATIONAL SECURITY

A. In order to continue the practice that provides for the full-time release of the President of TANLA, the following conditions and procedures shall be continued:

1. The President shall be released from his/her regular duties in the District. The District shall pay the same salary and fringe benefits he/she would have received without the loss of seniority or other rights and benefits. The District shall return the President to the same teaching position and site, if available, or an equivalent position at the completion of his/her term in office.
2. While serving in the capacity of Association President, the individual remains an employee of the District and is under the direction of the Superintendent or his/her designee, except when performing Association-related duties.
3. The President shall provide a monthly accounting of his/her work-days to the Assistant Superintendent of Human Resources and shall be responsible to work the number of days required for all members of the certificated bargaining unit under the Master Collective Bargaining Agreement.
4. TANLA will contribute an amount equal to the daily rate of pay for a long-term substitute for one hundred and eighty workdays to the District to help offset the cost of the release of the President. Such payments will be made in two equal installments; the first of which shall be payable on January 15th, and the second shall be due on June 15th. -The District shall provide the Association with an invoice requesting payment at least two weeks prior to the due date for each payment.--Payment to be determined by the following formula: Number of substitute days = 180 Multiplied by the Daily Rate for a long term substitute. TANLA additionally agrees that these funds shall be allocated to the general fund.
5. The President shall assume the role of lead person to the District for the Association in all matters related to the Shared Decision-Making (SDM) Program/Professional Learning Communities (PLCs) as a part of his/her assigned duties. He/she shall serve as an official representative of the Association in all matters related to the SDM Program/District PLC.
6. The President shall, to the degree possible, attend all such functions and meetings as requested by the District as a part of his/her assigned duties. Such meetings may include Superintendent's Cabinet, and other meetings and functions mutually agreed upon by the President and the Superintendent.

B. The District and the Association agree that any teacher who is a member of the Association at the time the agreement becomes effective, or who enrolls in membership by signing and delivering to the District an assignment authorizing deductions of unified membership dues

in the Association during the term of the Agreement, shall maintain such payment of membership dues in conformance with Government Code 3540.1 (i) (1) for the duration of this agreement unless revoked in writing between August 1 and August 31 in the year in which this Agreement expires. ~~If the member who is covered by the maintenance of membership requirements withdraws authorization for due deduction and/or refuses to provide the Association with a lump sum cash payment for dues for the year, the District shall deduct membership dues as provided for in Education Code Section 45061.~~ The Board will guarantee said payment of membership dues to the Association by enforcing the payment of dues by members required under the terms set forth above. Pursuant to such authorization, the Board shall deduct 1/10 of such dues from the regular salary check of the teacher each month for ten months. Deductions for teachers who signed such authorization after commencement of the school year, shall be prorated to complete the payment by the end of the school year. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues ~~and fees~~, upon formal request from the Association to the District, may be increased or decreased without re-solicitation and authorization from the teacher.

~~B.C.~~ Any teacher other than an Adult School teacher teaching less than ten (10) hours per week, who is not a member of the Association or who does not make application for membership within thirty (30) days from September 1st of any school year, or within thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit, ~~shall may~~ become a member of the Association. ~~or pay to the Association an agency service fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of cash membership dues, provided, however, that the bargaining unit member may authorize payroll deduction for such agency service fee in the same manner as provided in Section A of this Article. In the event that a bargaining unit member shall not pay such agency service fee directly to the Association, or authorize payment through payroll deduction as provided in Section B, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section B of this Article. There shall be no charge to the Association for such mandatory agency service fee deductions.~~

~~C.~~ Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Teachers Association of the Norwalk-La Mirada Area/California Teachers Association/National Education Association as a condition of employment; except that such bargaining unit member shall pay, in lieu of the service fee, sums equal to unified membership dues, initiation fees, and general assessments to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

- ~~1. Tri-City Educators Scholarship Coalition, doing business as the Norwalk-La Mirada Student Scholarship Fund.~~
- ~~2. American Red Cross~~
- ~~3. American Cancer Society~~

~~Such payment shall be made on or before October 1st of each school year or thereafter within ten (10) working days after the initial work date. A unit member seeking to invoke the provisions of this section shall submit an application to the Association on or before October 1 of each school year or thereafter within ten (10) working days after the initial work date. Failure to make a request for exemption within the time specified shall be deemed a waiver of the unit member's right to invoke Section E for that school year. Within ten (10) calendar days of the receipt of such application, the Association's Board of Directors may reject the request if the Association has reason to doubt the veracity of the claimed objection. The unit member may, within ten (10) calendar days of the receipt of the Association's rejection of the request, appeal the exemption decision of the Association to an arbitrator selected as per the procedures established in Article VIII Grievance Procedures, Step Four, Section A, of this Agreement. The decision of the arbitrator shall be final and binding on the Association and the unit member. Each school year, all such appeals shall be consolidated for hearing by a single arbitrator selected by the Association, pursuant to Section E of this agreement. The fees and costs of the arbitrator shall be paid by the Association and the unit members equally. All other costs shall be borne by the party incurring them. For unit members seeking an arbitration decision appeal, the deadlines of this section shall be held in abeyance until the decision is rendered.~~

~~D. Proof of such cash payment (no in kind service or benefit allowed) and a written, dated, signed 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 D above, shall be made on an annual basis to the Association and the District as a condition of continued exemption from the provisions of Sections D and E. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency service fee has been made. Such proof shall be presented on or before October 1, of each school year.~~

~~E.D.~~ Any bargaining unit member making payments as set forth in this Article, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

~~F.E.~~ With respect to all sums deducted by the District pursuant to Sections B, D, E above, ~~whether~~ for membership dues ~~or agency service fees~~, the District agrees to remit such monies

promptly to the Association accompanied by an alphabetical list of all bargaining unit members for whom deductions have been made, ~~categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel or amount of deductions from the list previously furnished.~~

~~G.F.~~ Association dues ~~and fees~~, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

~~H.G.~~ The members of the Association assigned to work at any given school site shall be allowed reasonable use of school facilities for the purpose of meetings. When school facilities are to be used by the Association for meetings accommodating teachers from more than one school site, the Association shall be accorded reasonable use of such facilities upon the completion and submission of District Form 8B, Application and Agreement for Use of School Facilities², in accordance with the Civic Center Act. The building Principal shall be contacted prior to the request to insure the availability of facilities.

~~H.H.~~ The Association, through its designated Officers, Professional Staff² and/or Faculty Representatives, shall have freedom to post notices of activities and all other printed matters of Association concern on bulletin boards designated for Association use. The District shall provide at least one bulletin board for such use in each school building in work/lounge areas frequented by teachers.

~~H.I.~~ The Association, through its designated Officers, Professional Staff² and/or Faculty Representatives, shall be accorded freedom to utilize the District's inter-school mail service, and shall be granted access to and utilization of teacher mailboxes located at each school site, for the purpose of distributing printed matter of concern to the Association, and that does not contain endorsements of particular candidates or ballot measures to all teachers. All such materials sent through the District's inter-school mail service and/or placed in teacher mailboxes shall be clearly identified with the Association's name. Only designated Association Representatives shall receive and distribute Association sponsored materials intended for general teacher distribution through mailboxes.

~~H.J.~~ The Association shall have the right to use the ~~D~~istrict mail service and unit member mailboxes for communication to unit members without interference, censorship² or examination of such communications by the District. The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communication to unit members.

~~H.K.~~ Official representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times. When entering the campus, the site's main office shall be advised.

~~M.L.~~ Names, complete addresses, telephone numbers, date of hire, job titles, credential status, and work locations of all teachers represented by the Association shall be provided to the Association not later than November 1st of each school year. Those addresses and telephone numbers formally designated as confidential by an individual teacher through exercise of existing law covering confidentiality of such information shall be deleted from the listing, but in every case the name, job title, and work location of each teacher shall be provided by the District. The District will apprise the Association of all changes in this information which have occurred on at least a monthly basis.

~~N.M.~~ Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for Association sponsored programs, annuities, credit unions, charitable donations, or any other programs jointly approved by the Association and the District.

~~O.N.~~ Upon appropriate written authorization from an individual teacher, the District shall deduct from the salary of any such teacher, and make appropriate remittance within twenty-two (22) calendar days to the Association voluntary contributions to the Political Action Committee of the National Education Association.

~~P.O.~~ A procedure shall be implemented which will allow a teacher to authorize payroll deduction for payment of insurance program plan premiums to California Casualty Insurance Company.

~~Q.P.~~ The Association's office, if located within five (5) miles of the District's Administration Building, shall be provided inter-district telephone service, consistent with past practice, through the school district's central switchboard at an annual cost to the Association of \$~~184644~~.00. *Note: The District agrees to provide the same telephone system in the TANLA Office with all operating features provided on the Superintendent's office telephones.

~~R.Q.~~ The District shall provide inter-school mail pickup and delivery service between the Association Office, if located within five (5) miles of the District's Administration Building, and all school sites and Administrative Offices of the District, at an annual cost to the Association of \$~~287608~~.00.

~~S.R.~~ The Association shall be provided at no cost up to sixty (60) days of release time per year to be used by the local chapter officers and/or members of the Association for District and/or Association business. Prior to using any of the days, local chapter officers or agents must contact the ~~Office-Division~~ of Human Resources at least forty-eight (48) hours in advance to request a substitute.

~~T.S.~~ Monday of each week shall be established as Professional Association Meeting Day for

teacher involvement in Association activities, and/or meetings. Teachers shall be allowed to leave their school or site premises immediately after the end of their respective student instructional day to participate in Association activities. Only under unusual circumstances will any administrative or in-service training school site meeting be held on Mondays. All such District meetings shall be approved in advance by the ~~District Superintendent, and the Association notified as far in advance as possible.~~

ARTICLE VII: NEGOTIATING PROCEDURES

- A. The District and the Association shall submit its initial proposal for a successor agreement to the Board of Education no later than June 15 of the year this Agreement expires, unless otherwise mutually agreed to by both parties. By mutual agreement, the District and the Association shall meet and negotiate in good faith over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement. Both the District and the Association shall have the ability to reopen salary and health benefits and two (2) specific contract articles for amendment by written notification to the other party ~~no later than June 15, of each year~~. The agreement reached between the parties shall be reduced to writing and signed by them.
- B. During negotiations, the District and the Association shall present data and exchange information relative to their respective positions. The District representatives agree to keep the Association fully informed on aspects relating to the development of the District's fiscal budget each year. The District agrees to share with the Association enrollment projections, preliminary budget, monthly budget summaries, budget publications, such County and State reports as the District prepares and the Association may request, and any other information of the ~~School~~-District which will help facilitate negotiations. No later than November 10th, the Board shall furnish the Association with the placement of teachers on their respective salary schedules as of the October payroll period.
- C. Either party may utilize the services of outside consultants and/or professional representatives to help facilitate the negotiations process. Said consultants and professional representatives shall be reimbursed by the respective parties seeking such service.
- D. The representatives appointed by each party shall have the power to negotiate for that party and to make tentative and temporary agreement. However, the final agreement shall be contingent upon ratification by the Board of Education of the ~~School~~-District and the Association.
- E. The District shall provide reasonable release time for negotiations for five (5) members, excluding the TANLA President.

ARTICLE VIII: GRIEVANCE PROCEDURES

- A. A grievance by a teacher, a group of teachers, or the Association is a formal written allegation involving any alleged violation, misinterpretation or misapplication of any specific provision of the Agreement and that by reason of such violation, misinterpretation or misapplication, rights have been adversely affected.

Informal Conference:

Before filing a formal Level One written grievance, the grievant shall attempt to resolve his/her concern with an informal conference with the immediate supervisor, or in the Association's case, at the level where the alleged grievance occurred, within forty-five (45) teacher work-days after the event or within forty-five (45) teacher work-days of the time the grievant should have known of the event giving rise to the grievance. The immediate supervisor or the person with whom the informal conference was requested, shall hold a meeting to address the concern within five (5) work-days of the conference. A response to the grievance shall be provided within five (5) workdays after the meeting.

LEVEL ONE (Immediate Supervisor):

- A. If the Informal Conference does not resolve the concern, the grievant may file a formal Level One written grievance. The grievance must be submitted in writing to the grievant's immediate supervisor or in the Association's case, to the level where the alleged grievance occurred, within ten (10) teacher work-days after receiving a response from the informal conference or absent a response within fifteen (15) teacher work-days after the informal conference meeting.
- B. A conference to address the Level One grievance shall be held within ten (10) teacher workdays of receipt of the grievance. The grievant and the immediate supervisor shall be in attendance. The grievant also has the right to TANLA representation. In the case of an Association grievance, except by mutual agreement, only the Association's designated representative and one Administrator shall be in attendance. In the event that the grievant chooses to invite a TANLA representative other than a local site representative, the immediate supervisor may invite a second administrator.
- C. The immediate supervisor, in the case of a teacher originated grievance, or the Administrator dealing with an Association originated grievance will give his/her written answer to the grievant or the Association respectively by the end of the tenth (10th) work-day following the Level One conference. If no response is forthcoming within ten (10) teacher work-days, the grievance may be forwarded to Level Two (Formal Appeal to Superintendent or Designee).

LEVEL TWO (Formal Appeal to Superintendent or Designee)

- A. If the grievance is not resolved at Level One, the grievant may, within ten (10) teacher work-days after the date of decision at Level One, or within twenty (20) teacher work-days from the date of the Level One conference, if no decision is rendered, request a review by the Superintendent and/or his/her designee(s) by formally filing a grievance with the Grievance Officer on an official District Grievance Form. The appeal shall include a written copy of the grievance, the response, if any, and a statement of the reasons for the appeal.
- B. The Superintendent and/or his/her designee(s) to whom the appeal is being made shall: (1) hold a conference with the grievant within ten (10) teacher work-days after receiving the appeal; (2) obtain additional information as is deemed appropriate; and (3) within ten (10) teacher work-days after the conference with the grievant, summarize his/her findings and his/her decision in writing and submit copies to the grievant, the representative of the grievant's own choosing, if any, and the grievant's immediate supervisor. If no response is forthcoming within ten (10) teacher work-days, the grievance may be forwarded to Level Three.

LEVEL THREE - (Mediation)

- A. If the grievance is not resolved at Level Two, the grievant may, within ten (10) teacher work-days from the decision at Level Two, or within twenty (20) teacher work-days from the date of the conference at Level Two, if no decision is rendered, appeal the grievance to the District Grievance Officer, requesting, in writing, mediation of the grievance. In this event, the District Grievance Officer, shall within ten (10) teacher work-days of the date of the receipt of the request, submit to the State Mediation & Conciliation Service a written request for immediate services of a mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. The fees and expenses, if any, of the mediator shall be equally shared by the District and the Association. All other expenses, except for reasonable release time of the grievant and his/her representative, shall be borne by the party incurring them. Except for release time as provided by the law.
- B. At the outset of this process the parties to the grievance shall submit to the mediator copies of all documents completed in conformance with the requirements at each previous grievance level.
- C. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties of the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.

- D. The District and the Association have agreed that this level (Mediation) may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within five (5) teacher work-days following the Level Two grievance mediation either party may appeal the grievance to the next step (Arbitration).
- E. The mediation process is confidential. The opinions of the mediator and the statements made by the grievant and the District during mediation may not be offered as evidence in any subsequent arbitration.

LEVEL FOUR - (Arbitration)

- A. If a grievance is not resolved at Level Three, the grievant may request within ten (10) teacher work-days of the conclusion of mediation that the Association submit the grievance to arbitration. The Association shall notify the Superintendent or his/her designee in writing within ten (10) teacher work-days after the receipt of the request from the grievant that the grievance has been submitted for arbitration. The Association has the discretion to reject any grievance submitted by a member for arbitration.
- B. The arbitrator shall be mutually selected by the two parties within five (5) teacher work-days after such notice is given. If the two parties fail to reach agreement on the choice of an arbitrator within five (5) teacher work-days, The State Mediation & Conciliation Service shall be requested to supply a list of five (5) names of people who are experienced in public school arbitration. Within five (5) teacher work-days after receipt of the list of names, each party will alternately strike from the list until only one name remains. The order of striking shall be determined by a flip of a coin. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator only after he/she has had the opportunity to hear the merits of the grievance. By mutual agreement between the parties expedited arbitration procedures may be used.
- C. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties his/her findings which shall be final and binding on the parties.
- D. The fees and expenses of the arbitrator shall be equally shared by the District and the Association. All other expenses, except for reasonable release time for the grievant and/or his/her representative, shall be borne by the party incurring them and neither party shall be responsible for the expense of the witnesses called by the other, except for release time as provided by law.

E. Powers of the Arbitrator are subject to the following limitations:

1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The Arbitrator shall have no power to establish the structure of the salary schedule.
3. The Arbitrator shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board unless such practice, rule or action directly relates to a provision of this Agreement.
4. The Arbitrator shall have no power to interpret State or Federal law unless such law is part of this Agreement.
5. The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
6. The Arbitrator shall have no power to expand the scope of negotiations.

GOVERNING REGULATIONS

- A. The Arbitrator may hear and determine only one grievance at a time filed by a teacher, group of teachers, or the Association, filing a common grievance unless the District agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
- B. The grievant, if desired, may be represented by an Association representative at all meetings and hearings.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the grievant to proceed to the next level. The time limits specified on any level of this procedure may be extended, in a specific instance, by mutual agreement. Failure by the grievant to process the grievance within the time lines shall cause the grievance proceedings to cease with the solution being the last administrative decision.
- D. Nothing contained herein will be construed as limiting the right of any teacher alleging a grievance to discuss the matter informally with any appropriate number of the administration and to have the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given an opportunity to be present at such adjustment and to share its views.
- E. Time limits shall consist of teacher work-days except that when a grievance is filed subsequent to May 15, and prior to the end of the school year, the time limits shall be regarded as calendar days. When processing grievances during the months of July and August, due regard

shall be given to the availability of personnel to assure that proper filing and processing of grievances occurs. Any time limits affected by Winter or Spring breaks will be extended by ten (10) teacher work-days.

- F. Time limits are defined as the day following the filing of the grievance, the reply to the grievance, the holding of a conference, the receipt of a reply to a conference, etc.
- G. No reprisals of any kind will be taken by the District or by any member of representative of the administration or the Board against any grievant or any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.
- H. All documents, communications and reports dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
- I. Forms and other necessary documents for filing grievances, shall be prepared jointly by the District and Association and given appropriate distribution as to facilitate operation of the grievance procedures.

ARTICLE IX: ~~PROCEDURES TO BE UTILIZED IN THE EVALUATION OF TEACHERS~~EVALUATION PROCEDURES FOR CERTIFICATED EMPLOYEES

A. PURPOSE OF THE EVALUATION PROCESS

The primary purpose of evaluation is to recognize commendable practices and to assist the teacher with the improvement of instruction and effective management of students. The evaluation process is intended to provide the teacher with careful, objective, and systematic assessment of teacher competence and effectiveness in relation to instructional methodology, adherence to the California State Standards, and District's recorded curriculum.

B. FREQUENCY OF EVALUATION

To provide an orderly procedure for the ongoing process of improving instruction and assessment of performance, evaluation shall be conducted according to the following schedule:

1. Non-Permanent teachers and non-teaching personnel shall be evaluated twice a year. The first evaluation shall be completed prior to the Winter Recess and the second evaluation shall be completed and provided to the teacher not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a). Each evaluation shall have a required minimum of two observations.
2. Teachers and non-teaching personnel with permanent status shall be evaluated at least once every three years, unless they qualify for evaluation consideration pursuant to Article IX, section 3a-e, or are working under the provisions of a Performance Action Plan in which case the permanent teacher shall be evaluated every year until the level of performance has improved to the extent they are no longer on a Performance Action Plan. Each evaluation shall have a required minimum of two observations. The evaluation shall be completed and provided to the teacher not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a). Some federal and state programs may require evaluations more often.
3. Teachers and non-teaching personnel with permanent status who have
 - a. been employed at least ten (10) years with the school district, and
 - b. are highly qualified, as defined in 20 U.S.C. Sec. 7801, and
 - c. who have the appropriate English Learner Certification, and
 - d. whose previous evaluation rated the employee as proficient or exceeding standards, and
 - e. if the evaluator and certificated employee being evaluated agree, shall be

evaluated at least every five (5) years.

The certificated employee or evaluator may withdraw consent at any time.

4. The District shall not complete the formal evaluation process for any teacher whose resignation/retirement request has been accepted by the Board of Education or designee.

C. EVALUATION PROCEDURE

1. It shall be the responsibility each year, for the evaluator to formally meet with all evaluatee(s) being evaluated that year, under his/her supervision, to explain the District's evaluation policy, procedures, education policy, and philosophy. Such meetings shall be held between the parties prior to the conference required by this Article, Section D2 below. A written record will be maintained by the evaluator verifying this meeting was held and shall be signed and dated by the teacher(s) in question being evaluated and shall be distinguished as separate from the meeting records verifying staff in-service relevant to required "Annual Notices". All materials distributed at this meeting shall be attached to this written record of the meeting. Such meetings shall be held during the first thirty (30) teacher work-days of each new school year.
2. Non-Permanent teachers and non-permanent non-teaching personnel shall be evaluated under the provisions of the regular evaluation track in every case.
3. Permanent teachers and permanent non-teaching personnel, who have completed two or more successful and sequential performance evaluations (where all six categories of the evaluation instrument were rated "Proficient") shall be allowed to subsequently elect (with the approval of the site principal) whether to be evaluated under the provisions of either the Regular Evaluation Track or an Alternative Evaluation Track.
4. Prior to being visited by another teacher, the receiving teacher shall be notified and approve the visit. The approval shall be documented on a form mutually developed by the District and Association- (Appendix Q: Walk Through/Classroom Visitation Form). Completed forms will reside at the school site in a file in the principal's office.
5. Self-evaluation shall be encouraged in all areas of certificated assignment, but shall not be included in the formal evaluation process, unless the teacher in question has elected to use the Alternative Evaluation Track and it requires the use of a self-evaluation instrument.

D. STULL OBJECTIVES (Applies to both evaluation tracks)

1. Every teacher is required to write a reasonable number of Stull Objectives each school

year whether an evaluation is conducted that year or not. Said objectives shall be reduced to writing and turned in to the site administrator or his/her designee each school year.

2. Every school year objectives and standards of performance shall be established for all teachers including those not in the evaluation cycle. A meeting between the evaluatee(s) and evaluator regarding these objectives and standards shall take place each school year. Such meetings shall be held no later than the first thirty (30) teacher work-days of each new school year for permanent and non-permanent teachers. Each teacher evaluated shall have the opportunity to participate in establishing the objectives and standards of performance, related to the teacher's position and assignment, upon which formal evaluation shall occur. If the objectives cannot be mutually agreed upon, an appeal relating to these differences may be written by the teacher and submitted to the Superintendent or his/her designee for final resolution after a meeting with the parties has been held.
3. All teachers shall be evaluated on ~~one-two~~ (21) required adjunct duties~~y~~ each school year, as agreed to by the individual teacher and his/her respective principal or administrative evaluator, which may include participation on a District, school site or Association committee (i.e. elected representatives to TANLA's Rep. Council or Executive Board), written up as a behavioral objective at the beginning of each school year.
4. Teachers serving in more than one school would only be required to be evaluated on the basis of ~~one~~ adjunct duty at ~~each no more than one~~ (1) site.

E. USE OF PUBLIC CHARGES IN EVALUATION (Applies to Both Evaluation Tracks)

As per Board Policy 1340, a negative and/or unsatisfactory evaluation of a teacher shall not be predicated upon information or material of a derogatory or critical nature which has not been reviewed and processed within the District's adopted policies and regulations for processing a complaint against a teacher and the complaint has been found to have merit and substance in fact.

F. SERIOUS SITUATIONS BETWEEN EVALUATIONS (Applies to Both Evaluation Tracks)

In the event a situation arises during an evaluation time period that is serious enough to warrant immediate attention, the evaluator shall make a written report of the incident to be filed in the official personnel file of the teacher. The teacher shall have the right to prepare an appropriate memorandum of rebuttal to said written report, and it shall also be included in the official personnel file of the teacher.

G. REBUTTING DEROGATORY INFORMATION (Applies to Both Evaluation Tracks)

A teacher may submit a written response (rebuttal) to the evaluator's statements made on any written observation report, conference report, or official evaluation. Said response (rebuttal) shall be filed within one-hundred twenty (120) teacher work days from the date on the observation report, conference report, or evaluation report being responded to (rebutted), and attached to the report or evaluation and shall be placed in the teacher's official personnel file retained by the [District Office-Division](#) of Human Resources.

H. EVALUATION CONFERENCE (Applies to Both Evaluation Tracks)

The official evaluation shall be discussed in a conference between the evaluator and the evaluatee. The teacher shall receive a copy of the evaluation instrument. The evaluatee may submit a written response to the evaluator's statement(s) on an evaluation at any time. The response will be attached to the evaluation and retained in the teacher's file in the [District Office-Division](#) of Human Resources. The evaluatee shall sign the evaluation report. The signature does not necessarily indicate that the teacher endorses or agrees with the content of the evaluation.

I. REGULAR EVALUATION TRACK PROCEDURES

1. Data to facilitate formulation of the above standards of performance shall be secured through a number of procedures including, but not limited to: classroom observations, formal conference, personal observations, and other information considered of value in making an objective evaluation or an alternative path such as:- portfolios, exhibitions, projects and presentations. The evaluation shall have factual basis.
2. The following minimum standards for classroom observation shall be established:
 - a. All permanent teachers being evaluated shall have at least one scheduled and one unscheduled observation and such follow-up conferences as are necessary prior to any evaluation report. A sign-up list will be provided for scheduled observations for permanent employees. Failure of a permanent employee to sign-up may result in an unscheduled observation.
 - b. All first-year non-permanent teachers shall have a required minimum of two (2) observations prior to each evaluation report.
 - c. Second-year non-permanent teachers shall have two (2) observations prior to the evaluation due by Winter Recess. If no areas are cited as less than satisfactory on the first evaluation report, then only one (1) observation shall be required prior to the completion of the final evaluation report which shall be completed and provided to the teacher not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a).

- d. If the initial observation indicates potential non-retention of an employee, then the principal will return to a minimum of three (3) observations for each evaluation on those employees.
- e. Each observation shall be no less than twenty (20) minutes in duration to help provide the evaluator with sufficient data to make contributions to the evaluation. The beginning and ending times of each such observation shall be clearly marked on the ~~Observation Report~~Report of Observation Form by the evaluator.
- f. Any formal written record of the observation, and any required follow-up conferences together with commendations and recommendations shall be made on forms mutually developed by the District and the Association. The forms shall be incorporated into the Master Agreement.
- g. The evaluatee shall be given a copy of the written record of the observations within five (5) working days of the observation. Written observation reports shall be dated and signed by both the evaluator and evaluatee.
- h. Any negative formal observation which cites deficiencies or weaknesses shall be followed by a related conference between evaluator and evaluatee within fifteen (15) teacher work-days of the observation. Extensions will be allowed on a day-to-day basis when either the evaluator or evaluatee is on an authorized absence from the District. A conference summary shall be written on the "Report of Conference Form Related to an Observation" as a result of that conference with input solicited from the evaluatee in the development of a personal assistance plan. The written conference report shall be dated and signed by both the evaluator and evaluatee.
- i. If new or additional deficiencies or weaknesses are cited on any written classroom observation report and written conference report, the evaluator shall make specific suggestions on the report for improvement of deficiencies and/or weak areas cited on the report(s) and shall allow at least ten (10) teacher work-days prior to official evaluation for improvement by the teacher. The evaluator, in collaboration with the evaluatee, shall provide in writing plans for personal and resource assistance in a reasonable effort to help the teacher improve.
- j. Evaluation may involve more than one evaluator. The Principal of the school shall be responsible for and have final authority in the evaluation of teachers assigned to his/her school and shall show evidence of same by personally reviewing and signing all evaluation forms. Only certificated administrators shall evaluate.
- k. No teacher shall be involved in the evaluation process of another teacher or be

required to provide any administrator with information relative to another teacher's competency or skills in the classroom.

- l. An official evaluation shall cover a defined period of time. The evaluation form shall provide specific date references for the period of time being evaluated. At least twenty (20) teacher working days must elapse between all official evaluations. The official evaluation shall be based on dated observation and conference reports. Said dated observation and conference reports shall be referenced on the evaluation form and shall be available to document any deficiencies or weaknesses cited on the evaluation report. No assessments of "Needs to Improve" or "Unsatisfactory" shall be introduced in writing on a teacher's evaluation form which have not first been formally called to his/her attention in written observation and written conference report(s). No less than ten (10) teacher work-days shall be allowed from the date of the written observation and written conference report where the deficiency is first noted, and the date of the next evaluation when the deficiency is formally cited, to allow for proper correction of said deficiency. Factors, either positive or negative, that affected the achievement of the stated objectives shall become a matter of written record on the evaluation form.

- m. If an "N" or "U" is noted on the official evaluation, the evaluator, with input solicited from the evaluatee, shall, following the issuance of the evaluation, develop a written Performance Action Plan for the purpose of assisting the teacher to improve. The Performance Action Plan shall then be attached to the evaluation and shall contain specific suggestions for improvement of deficiencies and/or weak areas cited on the evaluation and shall allow reasonable time prior to the next official evaluation for improvement by the teacher. The Performance Action Plan shall be signed by both parties within five (5) teacher work days from the date cited on the evaluation form leading to the development of the plan. Should the evaluatee refuse to provide ~~input~~ input in the action plan, the evaluator shall then be authorized to develop said plan, including a written explanation stating the evaluatee formally refused/declined participation. Should the evaluatee or evaluator be absent from work on one or more of the five (5) teacher work days immediately following the date cited on the evaluation form, then the five (5) day time-line shall be extended one day for each day of absence. The Performance Action Plan shall contain:
 1. Areas where improvement is needed.
 2. A minimum of two (2) examples for improvement.
 3. Additional resources to be utilized to assist with improvement, if any.
 4. Evaluator's role in assisting the evaluatee.

5. Techniques for measurement of improvement.

Any Performance Action Plan that results from a rating of “N” or “U” on the teacher’s evaluation shall be developed and signed by both the rating administrator and teacher, and implemented within five (5) teacher workdays from the date cited on the evaluation leading to the development of the Performance Action Plan. This five (5) teacher workday administrative deadline shall be extended one day for each day during the five (5) day period that a teacher is away from his/her work site on sick leave, or the teacher in question has declined, for any personal reason, to meet with the administrator on an appointed day, within the five (5) day period, to develop, sign, and implement said Performance Action Plan. The administrative deadline shall also be extended one day for each day during the five (5) day period that a rating administrator in question is away from his/her work site on sick leave.

J. ALTERNATIVE EVALUATION TRACK PROCEDURES

1. After a permanent teacher or non-teaching personnel, who has completed two or more successful, and sequential performance evaluations (where all six categories of the evaluation instrument were rated “Proficient”) the individual evaluatee may elect, with the approval of the site principal, to pursue an alternative evaluation track, called the Professional Options Plan (POP).
2. The POP is a process that is employee-centered, encourages peer sharing and support and includes voluntary self-assessment and goal-setting. The rating administrator and teacher share the joint responsibility for developing the POP. Any projects must align with District goals, standards, and objectives.
 - a. Each permanent teacher and permanent non-teaching person, shall first decide whether they wish to be evaluated under the Professional Option Plan procedures. The evaluator shall provide the teacher or non-teaching person with a district developed form to sign and date indicating their wish to be evaluated through the Alternative Evaluation Track procedures.
 - b. Each teacher shall privately complete the District-provided Teacher Self-Appraisal Guide to prepare to participate in the end-of-the-year assessment of the POP.
 - c. In addition, each permanent teacher electing to use POP during the school year shall agree to use the District-provided draft document entitled, “What All Teachers Should Know And Be Able to Do” and the draft Professional Teaching Standards for their subject area/grade level, if available, to assist in formulating professional growth goals for the school year.

- d. Prior to the initial participation in POP the permanent teacher or non-teaching person, will attend a District provided information training session, for no more than one hour, after school, at a central location, on one day. This information training session will occur during the first twenty (20) student instructional days of each new school year.
- e. On or before the thirtieth (30) student instructional day of the school year, the permanent teacher or non-teaching person and the supervisor will cooperatively establish the evaluatee's annual goals, reducing them to writing, mutually dated and signed by both parties. The District will provide the form for accomplishing this task.
- f. No later than thirty (30) student instructional days prior to the final student day, the evaluatee and the evaluator shall meet to analyze and discuss employee-gathered data related to the accomplishment of the established annual goals.
- g. The rating evaluator may, following the meeting in Section J,2,f, above, decide to move the permanent teacher or non-teaching person back to the Regular Evaluation Track Procedures for the successive school year. This decision, if made, must be communicated to the evaluatee, in writing, no later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a).
- h. POP shall not be used as a basis for determining that a permanent teacher's or non-teaching person's overall performance is unsatisfactory nor as a probable cause for non-renewal of an employee contract under applicable law. Information from the Professional Options Plan may not be used as a basis to determine if a permanent teacher's or non-teaching person's performance is unsatisfactory in subsequent evaluations done under the provisions of the Regular Evaluation Track Procedure.

K. FILING OF EVALUATIONS

Evaluation reports shall be retained in the [Office-Division](#) of Human Resources as confidential material and filed in the personnel folder of the individual teacher.

L. PROCEDURAL CALENDAR FOR EVALUATIONS

The [Office-Division](#) of Human Resources shall develop and distribute to certificated personnel responsible for evaluation, a procedural calendar which shall provide, but not be necessarily limited to, specific deadlines for evaluation. A copy will be provided to the Association.

Extensions shall be allowed on a day-to-day basis when either the evaluator or evaluatee is

absent from the District.

M. NON-PERMANENT TEACHERS

1. The first official evaluation shall be completed before the winter recess. [Certificated employees who receive a positive first official evaluation may still be subsequently released as determined by the District.](#)
2. The final required official evaluation for a non-permanent teacher not being recommended for reemployment shall be completed not later than March 15. If the teacher is assigned to the school at such time that the conditions of Part 1, immediately preceding cannot be met, only one evaluation will be required by March 15 in order to substantiate a recommendation of non-reemployment. The deadline for persons covered in the preceding sentence may be adjusted in accordance with provisions of the Education Code and this Agreement.
3. The two required evaluations for each second year probationary teacher must be completed not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a). Recommendations for each second year probationary teacher relative to reemployment must be made and provided to the teacher not later than March 15.
4. The final written evaluation conference and written evaluation for non-permanent teachers who are being reemployed shall be completed and provided to the teacher not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a).
5. A non-permanent teacher assigned to a school or District department after the beginning of school and who is recommended for reemployment must be evaluated twice, if possible, under the time schedule that is required by law and this Agreement. If two evaluations are not possible, one must be held if the teacher has been in the assignment for forty-five (45) calendar days prior to the date school is dismissed.
6. First and second year probationary employees may be dismissed during the school year for unsatisfactory performance determined pursuant to Article II, Recognition (commencing with Education Code Section 44660), or for cause pursuant to Education Code Section 44932. Any dismissal pursuant to this section shall be in accordance with all of the following procedures:
 - a. The Superintendent of the ~~school~~ District or the Superintendent's designee shall give 30 days prior written notice of dismissal, not later than March 15 in case of second year probationary employees. The notice shall include a statement of the reasons for

the dismissal and notice of the opportunity to appeal. In the event of a dismissal for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.

- b. The employee shall have 15 days from receipt of the notice of dismissal to submit to the Governing Board a written request for a hearing. The Governing Board may establish procedures for the appointment of a hearing officer to conduct the hearing and submit a recommended decision to the Board. The failure of an employee to request a hearing within 15 days from receipt of a dismissal notice shall constitute a waiver of the right to a hearing.
- c. The Governing Board may suspend a probationary employee for a specified period of time without pay as an alternative to dismissal pursuant to this section.

N. PERMANENT TEACHERS

Each permanent teacher shall be evaluated in writing by an evaluator at least once every three years except as specified in Article IX, B.3.

1. The evaluation and any conference related to the evaluation for permanent teachers and non-teaching personnel who are required to be evaluated during a particular school year shall be completed and provided to the teacher-employees not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a).
2. Any permanent teacher or non-teaching personnel who, on an official evaluation, is given an "N" or "U" shall be given a Performance Action Plan and evaluated each year thereafter until the level of performance reaches the District standard.
- ~~3. The evaluation for non-teaching personnel shall be completed and provided to the individual not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a).~~

O. ADULT EDUCATION TEACHERS AND COUNSELORS

1. Contract (full-time) Adult Education Teachers and Counselors shall be evaluated as prescribed throughout the provisions of this article.
2. Other Adult Education School members of the certificated employee bargaining unit (part-time teachers assigned more than ten (10) but less than twenty-five (25) instructional hours per week), will be evaluated once every other year following their first two (2) years of employment on a part-time basis, as prescribed throughout the due

process provisions of this article.

ARTICLE X: PERSONNEL FILES

- A. The official personnel files for teachers shall be maintained and stored in the Division of Human Resources. Materials related to evaluation not properly placed into a teacher's official personnel file shall not be utilized in any discipline procedure against the teacher or retained in the personnel file.
- B. Any rating, reports, records, or other materials to be placed in a teacher's official file must be dated, signed, and submitted by the author to the Division of Human Resources, for inclusion in the teacher's official personnel file, within ten (10) teacher work-days from the date on the material to be included in the file.
- C. Every teacher shall have the right to inspect ratings, reports, records, and all other materials placed in his/her official personnel file which may serve as a basis for affecting the status of his/her employment, except as follows:
 - 1. Materials, such as ratings, reports, or records which were obtained prior to the first date of District service.
 - 2. Materials prepared by identifiable examination committee members.
 - 3. Materials which were obtained in connection with promotional examination.
- D. This inspection of an official personnel file shall be made at a time other than during the teacher's regular working hours and shall be during the normal business hours of the Division of Human Resources. Upon written authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in her/his review of the file.
- E. Materials contained in official personnel files may not be taken from the Division of Human Resources. Facsimile [Email](#) reproductions, of the materials in the file, shall be made by the Division of Human Resources for the teacher or his/her designated representative, within 24 hours, upon formal request of the teacher in writing. During the term of this Agreement, each teacher may receive a maximum of three (3) facsimiles at no cost.
- F. The official personnel file will be made available to a teacher only upon authorization of the Superintendent or authorized employees assigned to the Division of Human Resources. Exempt materials referred to in Section C of this Article will be removed by said Administrator prior to the teacher's inspection. The administrator will verbally identify for the teacher wishing to review his/her official file the nature of any item being removed from the official personnel file, prior to the teacher's inspection of the file, without revealing the informational content of the item(s) being removed.

- G. With the exception of written responses or reactions to evaluations or information of a derogatory nature, no materials shall be inserted into or removed from an official file except upon approval of the Superintendent or an Administrator in the Division of Human Resources.
- H. No information of a derogatory nature that directly affects an employee's evaluation shall be placed in the official personnel file until the employee has had a reasonable written notice and an opportunity to respond. Prior to placing item(s) in the personnel file, reasonable cause shall exist to believe that the information has a factual basis. With the exception of evaluation related observation and conference reports, all other materials to be placed in an employee's official personnel file must be dated and signed by both parties within ten (10) teacher workdays of the occurrence of the situation being cited, or within ten (10) teacher workdays of the date the immediate supervisor first became aware of the situation being cited. Derogatory materials not properly placed in the official personnel file shall not be utilized in any discipline procedure against the employee or retained in the official personnel file.

Any response by the employee to be placed in the official personnel file shall be submitted for attachment to the material(s) being rebutted for inclusion in the official personnel file, no later than one-hundred twenty (120) teacher workdays after receipt of the derogatory material(s) by the employee.

- I. The teacher shall have the option of reviewing the derogatory material in the Division of Human Resources during regular business hours, or upon written request, the Division of Human Resources will send the teacher ~~an an facsimile or~~ email of the derogatory information in question for his/her examination within ten (10) teacher workdays.
- J. A teacher who wishes to review and comment on derogatory information during working hours must make proper arrangements with his/her principal or supervisor before leaving his/her work station. The principal or immediate supervisor will work in a positive manner to assist a teacher seeking the opportunity during working hours to review derogatory materials contained in his/her personnel file.
- K. The contents of all official teacher personnel files shall be kept in the strictest confidence. The District will restrict access to official teacher personnel files to the individual teachers involved, the Superintendent, and such administrators as the Superintendent designates on a strict need-to-know basis. The Board of Education or a member of the Board authorized by the Board may review the personnel file of a specific teacher, as needed, regarding personnel matters.
- L. All transcripts that are required by the District shall be returned to the teacher within ten (10) teacher workdays upon his/her written request following the District's usage. The District reserves the right to require an official transcript in specific cases, (i.e., audit for proper scale

and step placement and/or verification of degrees).

M. Disciplinary action in the form of a dismissal shall be processed in accordance with the Education Code procedures and shall not be the basis of a grievance.

ARTICLE XI: SAFETY CONDITIONS OF EMPLOYMENT

- A. District Management and the Board of Education shall be jointly responsible for furnishing and maintaining conditions of employment that are free of hazards that are causing, or are likely to cause accident, injury, or illness to teachers. The District's Occupational Health and Safety Program will comply with requirements of the Regulations of Cal/OSHA California Regulations, Title VIII.
- B. A teacher shall report in writing any observed unsafe working conditions to his/her immediate supervisor. The immediate supervisor shall route the report through established District procedures for corrective action.
- C. The District shall make every reasonable effort to see that teachers shall not be required to perform tasks or work under conditions which endanger their safety.
- D. The District shall take reasonable steps to provide adequate security to ensure the safety of teachers. Each school shall develop a written site plan which shall provide for staff security at all times. Copies of each school site's written security plan shall be made available to the Association, by a respective site administrator, upon request by the Association.
- E. A teacher, while serving within the responsibilities of his/her duties, may use reasonable force to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects within the control of another person.
- F. Within legal limitations, the District shall give legal support and other assistance as described in this paragraph for any assault or battery upon the teacher while acting in the discharge of his/her duties.
 - 1. Teachers shall immediately report an assault or battery suffered by them in connection with their employment to their principal or immediate supervisor and may file a formal police report.
 - 2. The District shall notify the teacher of its readiness to assist the teacher, upon request, as follows:
 - a. By obtaining from policy relevant information as may be released concerning the accused.
 - b. By providing the teacher with representation in court appearances, and by acting in appropriate ways as liaison between teacher, immediate supervisor, police, and the courts.

3. When absence arises out of or from such assault or injury, the teacher shall utilize industrial [accident/-injury](#) leave in accordance with provisions of law.
 4. Health and Welfare Benefits and/or Leave Benefits derived under this, or subsequent agreements, shall continue in accordance with this Agreement.
- G. As permitted by law, the District shall insure any teacher, at no cost to the teacher, against all or any part of his/her liability for injury resulting from an act or omission in the scope of his/her employment.
- H. The District shall reimburse teachers to a maximum of five hundred dollars (\$500.00) per incident for any loss, damage, or destruction of personal equipment of the teacher, used for instructional purposes in the classroom, unless such damage is due to negligence [on the part of](#) the teacher. To be eligible for reimbursement, a teacher must complete a District form, at the time the article is brought to school, accurately describing the item, its intended instructional use, and the specific dollar figure of its current replacement value. Claims must be submitted on a form provided by the District within thirty (30) days of the date of the loss. No reimbursement shall be made for mysterious disappearances (unrelated to reported vandalism/theft), accidental damage, or any other loss suffered because of lack of supervision by the owner. Items may not be left over the summer period. [Items left overnight, over the weekend, during breaks/holidays, or over summer period are at the employee's own risk.](#)
- I. The District shall provide for the payment of the costs of replacing or repairing personal property of the teacher, when any such property is damaged in the line of duty without negligence on the part of the teacher. Personal property is defined as eyeglasses, clothing, and watches only and specifically excludes automobiles or other personal property. The District shall not pay on items of less than twenty-five dollars (\$25.00) with the maximum payment for any loss of two hundred and fifty dollars (\$250.00). The District shall not be financially responsible for any part of eyeglass losses reimbursed by an insurance carrier, District authorized and paid, in part or in full, by District funds. Claims must be submitted to the Business Office within ten (10) work-days after the incident and be verified by the immediate supervisor. The District shall not cover any loss of personal property for which the employee has made a duplicate claim for that same loss of any applicable personal insurance carrier, (e.g. Homeowner's, etc.).
- J. District Management shall ensure that there is reasonable access to adequate first-aid kits [for each](#) school site. The kits shall be maintained in designated locations at each school site.
- K. Damage to a teacher's purchased and owner-driven automobile due to vandalism shall be paid if the site administrator has reasonable cause to believe that the damage occurred on

the school site. Vandalism shall include, but not be limited to slashed/stolen tires, stolen batteries, stolen auto parts which renders the vehicle inoperable, or broken windows and mirrors. The District shall reimburse the teacher for up to a maximum of eight hundred twenty five dollars (\$825.00) per each incident, providing a police report is filed and appropriate District forms are completed and submitted within ten (10) work-days of the incident. A teacher is limited to two (2) claims per year. All repairs must be made and claims for reimbursement submitted to the Business Office within twelve (12) calendar months following approval of a claim.

- L. Information regarding Worker's Compensation will be available upon request from the Risk/Safety Management Office, Extension 2113.
- M. After required due process has been provided students, a teacher may suspend, for good cause, any pupil from his/her class for the day of the suspension and the day following. In such instances the following procedure shall be observed:
 - 1. The teacher shall notify the principal immediately of the circumstances, and send the student directly to the principal.
 - 2. The teacher shall contact the parent as soon as possible and request a parent-teacher conference.
 - 3. An administrator shall participate in the conference, if so requested by either party.
 - 4. The pupil shall not be returned to class during the period of suspension without the concurrence of the teacher of the class from which the pupil was suspended and the principal.
 - 5. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this subdivision shall apply only to other regular classes scheduled at the same time the class from which the pupil was suspended. Administration shall provide a place for the suspended student.

The teacher of any class from which a pupil is suspended ~~may require~~ must provide the suspended pupil to complete any assignments and allow tests missed during the suspension, per Education Code 48911.1-

The district shall notify teachers in writing, each school year, in each respective school's teacher handbook, what specific steps must be followed to provide a student proper due process prior to the teacher electing to suspend a student from his/her class.

Acceptable causes for classroom suspension shall be enumerated in the same section of the teacher's handbook, at each school, and shall include those specific acts or conditions while under the school's authority included in Education Code Section 48900.

- N. A teacher may also refer a pupil, for any of the acts enumerated in Education Code Section 48900, to the principal for his/her consideration of a possible suspension from the school.
- O. The District shall promptly provide written notice to teachers, within two (2) teacher work-days, any time a law enforcement agency releases any information to the school district's administration, or any school site administrator, relating to the taking of a juvenile enrolled in any teacher's respective class, or conviction of crimes against school property, school personnel, or students.
- P. The District shall establish a standing safety committee which shall include the TANLA President and one member of the certificated employee bargaining unit appointed by the Association. This safety committee shall meet during hours the District Administration building is normally open for business and teacher representatives shall be provided release time to participate.
- Q. When safety inspection tours are made at a school site, the TANLA Faculty Representative will be invited to walk through with the personnel making the site inspection.

ARTICLE XII: TRANSFERS AND REASSIGNMENTS WITHIN A SCHOOL

A. LENGTH OF SERVICE

1. Length of service for the purpose of applying this Article is subject to the following seniority ranking order:
 - a. First day of paid service under the contractually mandated work year. (This excludes voluntary staff development days, hourly service rendered in the summer, site-specific days prior to the start of the regular work year, etc.)
 - b. If the date established as referenced in number 1 above is equal, then a lottery among the effected individuals shall be conducted to determine who shall be required to leave the site and who shall be permitted to remain. Such lottery shall be conducted by the Division of Human Resources Department with a representative of TANLA present to serve as a witness.

B. TRANSFERS

1. Transfers shall be defined as a change from one school to another.
2. Requests for a transfer may be initiated by the teacher, the principal, or the Superintendent, or central office Superintendent's designee.
3. The Superintendent or designee after initial consultation with the Association President or Executive Director and in conformance with the requirements of this Article shall personally approve/disapprove all transfers prior to any such transfer being made.
4. The basic criterion in determining transfers shall be the reasonable education needs of the District as determined by the Superintendent or designee in accordance with the following procedures:
 - a. A transfer shall not be made for a non-permanent teacher except under highly extenuating circumstance. ~~—(Teachers serving on non-permanent employment contracts are normally expected to work at one school site as they complete their respective credential program and earn permanent employment status.) —~~The Superintendent shall determine whether circumstances are extenuating enough in a given situation to transfer such a temporary or probationary teacher.
 - b. If the transfer occurs after the school year begins, then two (2) days of paid student free release time shall be provided the teacher, upon his/her request, for the purpose of preparation for the new assignment.

C. TEACHER INITIATED TRANSFER REQUESTS

1. Posting of specific openings shall be made as soon as possible after [the Division of Human Resources](#) is made aware of a vacancy. Vacancies will not be filled until teachers from the following areas have first been placed. [Also, posting and consideration of transfer requests shall not be required during the four \(4\) weeks immediately prior to the first day of school, the first ~~three~~four \(4\) weeks of the first semester and the first two \(2\) weeks of the second semester.](#)
 - a. Closed schools.
 - b. Surplus teachers from schools with declining enrollment and surplus teachers from district office program assignments. ~~Also, posting shall not be required during the four (4) weeks immediately prior to the first day of school, the first three (3) weeks of the first semester and the first week of the second semester.~~
 - c. Teachers needing to be placed due to administrative-initiated transfer.
 - d. Teachers returning from a long-term (six months or more) leave of absence shall be placed in an available opening, prior to beginning the voluntary teacher transfer process.
2. A dated list(s) of specific openings for the current or subsequent school year shall be provided, as they become known, for posting in each faculty lounge/workroom, and the Association Office. The list(s) shall include:
 - a. The school and/or administrative divisions where the vacancies exist.
 - b. The subject(s) and/or grade level(s), and required credentials or certificates.
 - c. The closing date for application.
 - d. The date that each position will begin.
3. Each transfer request that is initiated by a teacher shall be valid only between date submitted in the current school year through [the](#) first four calendar weeks ~~from prior to~~ the first day of student attendance of each year. After this date, the transfer request automatically expires. A new transfer request must then be submitted for any succeeding school year as defined in the preceding sentence. Any transfer to another school shall be confirmed in writing by the Superintendent or central office designee.

4. The teacher may obtain the ~~T~~ransfer ~~R~~equest ~~F~~orm from the District's ~~Office~~-~~Division~~ of Human Resources or at the school office. Only teachers whose most current evaluation is satisfactory may submit a transfer request. Should a question arise as to whether or not the teacher's evaluation status reflects satisfactory performance for the purpose of a transfer, a representative chosen by the Association and a representative chosen by the Superintendent or Superintendent's Designee, shall meet to mutually decide as to whether or not the teacher shall be permitted to transfer. Teachers shall be granted only one teacher initiated transfer per year. However, teachers are encouraged to submit them no later than March 1st if the transfer is desired for the next school year. A written request for a transfer to a specific vacancy may be submitted any time and will be considered. Only grade levels, content areas, and specific school sites, as indicated in writing on the teacher's Transfer Request Form, will be considered. The teacher will not be considered for a transfer for any vacancy that is not included on his/her Transfer Request Form. Should a teacher desire to update his/her Transfer Request Form, he/she must submit a new form to include all requests to the Division of Human Resources. Updated transfer requests will be considered in the order in which they are received following consideration of all pending transfers for a specific vacancy.

5. If two or more classroom teachers apply for the same vacancy the teacher with an appropriate basic teaching credential allowing her/him to teach the class, ~~and~~ the greatest seniority shall receive the transfer. In the case of a non-classroom teacher, the teacher with an appropriate credential for the position being filled, ~~and~~ the greatest seniority shall receive the transfer. If the teacher with the greatest seniority subsequently declines the offered transfer, his/her name shall be removed from further consideration for a transfer for the current school year, as defined in Section B.4.(c).

6. When a requested position becomes available, the central office designee will ~~—~~make multiple attempts over a 24-~~hour~~ period to contact a teacher via phone (at least once) and work e-mail (at least once) to offer the requested transfer. The teacher shall keep the Division of Human Resources ~~Division~~ current with phone numbers ~~and e-mail~~ where they can be reached when not in school.

7. If an interview or transfer opportunity is approved or denied, the decision and rationale shall be stated in writing, if requested by the teacher. This written response will be submitted within ten (10) work-days of receipt of the request.

D. ADMINISTRATIVE INITIATED TEACHER TRANSFER

1. An ~~a~~Administrative-initiated transfer generally shall not be implemented, more than once every three (3) years. If a permanent teacher is transferred administratively, said teacher shall serve a minimum of two school years at the new school to which they were assigned, before they can request a teacher initiated transfer to another school site. The

Superintendent or designee shall determine whether circumstances are extenuating enough in a given situation to transfer a teacher before serving a minimum of two school years at the school to which they were transferred.

2. In the event of an involuntary transfer, and upon written request of the teacher, the District shall be responsible for moving the teacher's personal instructional equipment and property from the former work site to the newly assigned work site. The teacher must properly box and label the materials to be moved. The District shall complete such move at least one (1) working day before the teacher begins the new assignment.
 - a. If the involuntary or surplus volunteer transfer occurs after the school year begins, then two (2) days of paid student-free release time shall be provide the teacher, upon his/her request, for the purpose of preparation for the new assignment.
3. Teachers may be transferred by administrative initiative for the following reasons:
 - a. Transfers deemed by the Superintendent to be in the best interest of the District, Education Code 35035.
 - b. Declining enrollment.
 - c. Addition, elimination or reduction of classes in special areas or regular educational programs.
 - d. Fluctuations in pupil enrollment. An over staffed or surplus situation may be deemed to exist when the number of teachers present in a given school, after the beginning of the school year, exceeds the ratios established by Article XIII, Class Size.
 - e. Lack of required credential or certificate.
 - f. Performance renewal. A teacher may be transferred by administrative initiative no more than once every three (3) years in order to improve his/her performance. Administrative-initiated transfers made during the temporary or probationary period for the purpose of performance renewal shall not apply to the general three (3) year limitation cited in Section B. 4. (b) of this article.
4. When an administrative-initiated transfer is deemed necessary, then the following shall occur:
 - a. Volunteers shall be sought prior to utilizing involuntary transfers, except for transfers carried out under provisions of Section D.1 (a) of this article.

- b. The teacher(s) under consideration for an administrative-initiated transfer shall be notified prior to the rendering of any formal decision to recommend transfer.
- c. Within five (5) work-days of the ~~notification~~formal decision to transfer, the teacher may request and shall be granted a meeting with the Superintendent or central office designee to discuss and consider alternatives to the proposed transfer. Upon written request, the teacher shall receive written reasons for the transfer. Such request shall be made within five (5) days following notification of the administrative initiated transfer. The District shall provide the written reason within five (5) days of receipt of the request.
- d. All teachers being transferred by administrative initiative shall have equal opportunity to interview for available openings. When a choice of positions is possible, teachers may indicate an order of preference.
- e. Administrative initiated transfers made during the temporary or probationary period for the purpose of performance renewal shall not apply to the general three (3) year limitation cited in Section B. 4. (b) of this article.
- f. Teachers who are displaced from their school due to administrative transfer necessitated by declining enrollment or fluctuations in pupil enrollment shall have the first option to return to his/her previous school assignment during the next year (after being transferred), should a formula based opening at that site occur in the fall (during Enrollment Stabilization) or in the sSpring. This transfer option shall take precedence over placement of displaced teachers and/or teacher initiated transfer requests.

In the event that more than one teacher from a school site has been administratively transferred due to declining enrollment or fluctuations in pupil enrollment, and a formula based opening becomes available at the school of previous assignment (during the one-year time period), the teacher with the most district seniority shall be offered the voluntary transfer back to the school of origin. In the event that the most senior teacher declines such transfer, the next most senior teacher shall be offered the transfer option. In the event of a tie in seniority, then a lottery for the effected individuals shall be conducted to determine who shall be permitted to return to the previous school assignment. Such lottery shall be made in accordance with Article XII A.1.c.

E. TRANSFER NECESSITATED BY SCHOOL CLOSURE/OVERSTAFFING

- 1. If a school(s) is closed, teachers affected by such closure shall be accorded priority for filling vacant positions at the school(s) where the students from the closed school(s) are being placed (receiving schools) subject to the following conditions:

- a. Possession of appropriate credential.
 - b. Major/minor field of study.
 - c. Previous experience in the grade/subject area.
 - d. Seniority.
 - e. The reasonable educational needs of the District.
2. In order to satisfy the conditions cited herein, the District shall identify the number of vacant positions which exist at the receiving schools.
 3. Teachers affected by closure of a school(s) may elect to request a voluntary transfer in accordance with the Teacher Initiated Transfer Request provision(s) of this Article or to follow the students that normally would have been at the closed school in the succeeding year.
 4. A teacher who fails to be placed as a result of electing to follow the students that normally would have been at the closed school in the succeeding year shall have priority over those requesting voluntary transfer requests not resulting from a school closure.
 5. If the teacher elects to follow the students, the following procedure shall apply:
 - a. Teachers shall submit a priority ranking of up to three (3) schools to which they desire to be assigned. The ranking shall be made from the receiving schools of the students.
 - b. If the District requests the priority ranking during the regular school year, then the teacher shall return the ranking request to the District within five (5) working days after the District's request for the ranking.
 - c. If the priority ranking request is to be made by the District during the summer months, then the District shall mail the request to the teacher's mailing address on record with the District. The priority ranking shall be returned by the teacher to the District within fifteen (15) work-days of the date of mailing. Teachers are required to submit summer mailing addresses to the District.

F. TRANSFER NECESSITATED BY OPENING A SCHOOL

1. If a school(s) (which may have earlier been closed) is opened, teachers affected by such opening shall be accorded priority for filling vacant positions as the school(s) into which

students are being placed at opening (receiving) school(s) subject to the following conditions:

- a. Possession of appropriate credential.
- b. Major/minor field of study.
- c. Previous experience in the grade/subject area.
- d. The reasonable educational needs of the Site/District.

The teacher with the greatest length of service shall be transferred provided the above factors are equal.

2. In order to satisfy the conditions cited herein, the District shall identify the number of vacant positions which exist at the opening (receiving) school(s).
3. Teachers affected by the opening of a school(s) may elect to request a voluntary transfer in accordance with the Teacher Initiated Transfer Request provisions of this Article or to follow the students that will be going to the school(s) being opened.
4. A teacher who fails to be placed as a result of electing to follow the students that normally would have been at the school whose student population is being reduced/changed, shall have priority over those teachers requesting voluntary transfers not resulting from a school being opened.
5. If the teacher elects to follow the students, the following procedures shall apply:
 - a. Teachers shall submit a priority ranking of up to three (3) schools, or at least up to the number of schools being opened, to which they desire to be assigned. The ranking shall be made from the school(s) being opened that are receiving students from other schools.
 - b. If the District requests the priority ranking during the regular school year, then the teacher shall return the ranking request to the District within five (5) working days after the District's request for the ranking.
 - c. If the priority request is to be made by the District during the summer months, then the District shall mail the request to the teacher's mailing address on record with the District. The priority ranking shall be returned by the teacher to the District within fifteen (15) working days of the date of mailing. Teachers are required to submit summer mailing addresses to the District.

G. TRANSFER OF DISTRICT-ASSIGNED PERSONNEL

A teacher who is considered part of a District Program (Adapted Physical Education Teachers, Home Teachers, Inclusion Teachers, Itinerant Teachers, Nurses, Orientation and Mobility Teachers, Special Day Class Teachers, Special Education Counselors, Special Education Resource Specialists Teachers, Special Education Vocational Teachers, Speech Language Pathologists, and Visually Handicapped Teachers), but who is assigned to a specific school or schools, may be administratively transferred (by the [Executive](#) Director, ~~of~~ Special Education or designee), when deemed necessary. Generally, transfers within a District Program will be done prior to the beginning of a school year, but unexpected contingencies could require transfers within a given program to be made at other times.

H. REASSIGNMENT WITHIN A SCHOOL

1. A reassignment is a change in the current grade level or core subject matter assignment within the same school. Assignment changes within a school are the responsibility of the principal, subject to the written approval of the Superintendent or District Office designee on a form mutually developed by the district and Association which identifies the reason for the reassignment. The Unit member reassigned shall be provided an opportunity to sign that they were provided a copy of the form and allowed to indicate whether or not they agree to the reassignment. Original copies of reassignment forms will remain in the [Division of Educational Services Department](#) with a copy provided to the Association in a timely manner.
2. Among other considerations, the principal shall, at a minimum, also take into consideration the staffing needs and the curriculum of the school, the interests and rights of the teachers, and the credential authorization of the teacher. Prior to making a reassignment, the principal shall discuss the reassignment with the teacher as early as possible.
3. The decision to effect a reassignment is not subject to the grievance procedures set forth in Article VIII. The unit member may, however, require the process set forth in paragraph "1." and "2." above be followed.
4. Should the [principal's](#) reassignment [of the teacher](#) require a change of rooms, grade level, or subjects taught, the principal will arrange for the movement of the teacher's materials. If the reassignment is made after the start of the current school year, a maximum of two (2) instruction free days shall be granted prior to beginning the new assignment, upon the request of the teacher. If the [principal's](#) reassignment [of the teacher](#) requires a change of classroom prior to the beginning of the school year, one (1) paid transition day (\$250) shall be granted prior to the beginning of the new assignment, upon the request of the

teacher.

5. Should the reassignment or relocation, due to school modernization required a change of rooms, grade level, or subjects taught, the teacher will be granted one (1) instructional free day to facilitate the change and the principal will ~~arranged~~arrange for the movement of the teacher's materials. If the reassignment is made after the start of the current school year, a maximum of two (2) instruction free days shall be granted prior to beginning the new assignment.

I. PRELIMINARY NOTICE OF ASSIGNMENT

1. Each unit member shall be given tentative notice not later than two weeks prior to the end of the current school year specifying his/her assignment for the following year. Such notice shall specify the room assignment, grade or grade levels, subject area, and position to which the unit member shall be assigned.
2. The District shall make a good faith effort to maintain teacher assignments as provided for in Section I, 1; however, should circumstances such as enrollment, programmatic, or other educationally-sound reasons necessitate a change in a unit ~~members~~member's assignment after the date prescribed in Section I, 1, the District shall inform the affected unit member as to the change of assignment and also the reasons for such change.
3. Failure to maintain the tentative assignment shall not be subject to the Grievance Article of this Agreement.

ARTICLE XIII: CLASS SIZE

- A. The District shall utilize the following staffing ratios for the allocation of classroom teachers to a school:

Allocation of Teacher Positions

Grades TK/K – 3 One (1) teacher per twenty-seven (27) student maximum average assigned per individual class or as designated in State regulations effective during the 2016-17 school year.

Class size Reduction (CSR) staffing formula in Article XIII will remain at twenty-seven (27) following the projected staffing meeting, the initial beginning of the school year staffing, and the three week re-staffing per Article XIII subsection A.1 and it will be permissible to add new enrollees up to a maximum of twenty-eight (28) students, per individual class during the remaining portion of the school year.

Grades 4-5 One (1) teacher per 31 average student enrollment per school

Grades 6-8 One (1) teacher per 30 average student enrollment per school

Grades 9-12 One (1) teacher per 28.8 average student enrollment per school

When requested, site administrators shall discuss and attempt to resolve the concerns of teachers relating to class size. Reasonable effort will be made to ensure that no core class exceeds 34 students for grades 4-5, and 36 students in grades 6-12. In the event that class size exceeds this number, the site administrator shall immediately schedule a meeting with the teacher(s) and the TANLA site representative or designee to attempt to find a mutually acceptable solution. If it is not resolved at this level, the District Superintendent or designee and TANLA President or designee shall meet to explore a mutually acceptable solution. The efforts to find a mutually acceptable option or outcome shall not be subject to the grievance procedures in Article VIII. (In keeping with past practice, traditionally large classes, such as ~~and~~ Band and PE are excluded).

1. For grades 4-12, after a waiting period of three (3) weeks from the first day of student attendance for enrollment stabilization to occur, if the application of the above staffing ratios ~~result~~results in a fraction of ~~.756~~.7565 or more school wide, an additional teacher position shall be allocated to the school, to be evaluated at the end of the trimester/semester pending enrollment. If, after this initial waiting period and placement of teachers, a site's school wide enrollment rises above the staffing ratios by a fraction of ~~.756~~.7565 or more, and holds for three (3) weeks, then the school shall be allocated either an additional teacher or a dollar amount placed in the ~~schools~~school's budget equivalent to

multiplying the remaining days of the trimester/semester. The placement allotment will be evaluated at the end of the trimester/semester. If enrollment school wide drops below the fraction of .7565, the funding allocated, in place of a teacher, shall be discontinued at the end of the trimester/semester in which the reduction falls below the fraction of .7565. The teaching staff, by majority vote shall determine whether a dollar amount shall be utilized in place of an additional teacher.

2. Elementary, ~~and~~ Middle, and High School ~~music teachers, Resource~~ ~~I~~teachers, ~~C~~counselors, ~~Y~~youth ~~D~~evelopment ~~I~~teachers, ~~S~~special ~~E~~ducation ~~I~~teachers, ~~N~~non-unit members and other ~~N~~non-classroom assigned unit members shall not be utilized in the computation or application of the above staffing ratios.
- B. Counselors shall be assigned on the basis of at least one (1) counselor for no more than 425 high school students (9-12). Such students shall be equally distributed among the counselors at each high school in such a manner as to establish uniform student loads for each counselor. Should a school site utilize counselors in a manner that removes students from the caseload of a counselor, the counselor ratio of 1 counselor to 425 students shall not be impacted to accommodate such programmatic changes without unanimous consent of all the counselors at that school site. One (1) counselor shall be assigned to the Continuation High School. Counselor(s), if needed as determined by the Director, Adult Education, shall be assigned to the Adult School.
- Counselors shall not be assigned any lunchtime supervision. SB813 shall be outside of the regular work-day and on a voluntary basis.
- C. One Counselor shall be assigned at each Middle School.
 - D. The Association shall be provided with copies of each school's class size reports in a timely manner, following the 3-week enrollment stabilization period at the beginning of the school year and just prior to the start of the second semester.
 - E. If funds are appropriated by the State and earmarked specifically for class size reduction, the District and the exclusive bargaining unit representative will negotiate to the extent allowable under applicable law, and shall reach agreement prior to the expenditure of said funds earmarked for class size reduction.

ARTICLE XIV: HOURS, WORK-DAY, AND WORK YEAR

A. WORK-DAY/YEAR

1. With the exception of schools participating in the Early Dismissal Program, the length of the teacher's workday shall be from thirty (30) minutes before the start of the student instructional day until the completion of assigned responsibilities and activities.
2. The following ~~E~~early ~~D~~dismissal ~~P~~program and procedures shall be established:
 - a. All elementary and middle schools within the District shall participate in the Early Dismissal Program every Wednesday, except during the first and last weeks of each school year. The purpose of this ~~p~~Program is to provide the individual sites with the time necessary ~~to do for~~ quality staff development, ~~and~~ training, planning, and Professional Learning Communities (PLCs).
 - b. The elementary student instructional day shall be extended fifteen (15) minutes per day for four (4) days per week (Mondays, Tuesdays, Thursdays, and Fridays). ~~On the~~ four (4) days each week ~~that on which~~ the student instructional day is extended by fifteen (15) minutes, teachers shall not be required to report to work at the site until fifteen (15) minutes prior to the start of the student instructional day.
 - c. The workday for teachers shall begin at the normal time as specified in Section A, Number 1 ~~on the day of the week that the site exercises the Early Release option of~~ this article.
 - d. For all sites participating in the Early Release Program, the following apportionment of time shall apply on these early release days: One (1) hour shall be determined by the site administrator for staff development, staff meetings, and/or Professional Learning Communities. In addition, one (1) hour shall be provided to teachers for the purpose of team meeting and planning, individual instructional planning, and other educationally-appropriate activities which support the vision of the school and District. ~~(The only exception would be if the site's SDMC, in consultation and with the support of the staff, chooses to modify the manner in which the Early Release Program is implemented at their school site. As described in Sec. 2.e.~~
 1. ~~On the first and third week of each month, the administrator shall have the authority to hold a sixty five minute staff meeting and may additionally use the one hour created through the lengthening of the instructional day on the other four days of the week for the purpose of staff development and training on the Early Release day. The principal may choose to allocate this time for both staff~~

~~development and/or faculty meetings depending on the site's specific programmatic needs and requirements.~~

~~2. On the second and fourth week of each month the teachers shall be provided with the entire two hour block of time for the purposes of team meeting and planning, teacher chosen activities and other educationally appropriate endeavors. Teachers will be required to remain at the school site during this time unless they have been excused for educationally appropriate activities at another location. No administrative meetings, trainings, other interference, or administrative events are permitted on these days. Teachers shall not normally be required to produce any written reports to the site administrator concerning the use of time on these days. On these weeks the administrator is not permitted to hold any required administrative meeting as provided for under Article XIV, Section H, Number 1.~~

~~In months where vacation or other breaks occur, the integrity of the first and third and second and fourth week schedules shall be maintained. Trading or exchanging weeks between administrative allocation and teacher allocation of time is not permitted. This provision shall not apply when a site has opted to exercise option "e" from this Article.~~

~~The bargaining team and district shall, on an annual basis, review and assure even distribution of teacher/administrative Wednesdays throughout the school year, inclusive of any 5th Wednesday.~~

- e. ~~In the event a school site's SDMC, in consultation with the certificated staff (by a simple majority vote) and establishing the demonstrated support of the site's employees, desire to the Principal may make site-specific modifications to the aforementioned apportionment of time on the Early Dismissal Days, such modification may be permissible. Each individual site shall determine the manner and method to implement such changes and such changes must be approved in advance of implementation by the site's Shared Decision-Making Council(SDMC)/Leadership Team. Should any questions or issues arise concerning a site's desired modification(s) to the Early Dismissal Program, then the President of TANLA and the Superintendent or Superintendent's designee shall meet with the site's School Site Council SCSDMC/Leadership Team to determine if such arrangements would be acceptable and permissible under the terms, agreement, and intent of this Article.~~
- f. ~~At the beginning of the school year, tThe administrator-Principal shall seek consultation with the certificated staff (by a simple majority vote) at the beginning of the school year utilizing the previously established method described under A.2.e to set an agreeable and reasonable start time (allowing for student dismissal, bathroom break, and on-time arrival) for the first and third Early Dismissal Days. Once the start~~

time is established, it shall remain consistent for the entire year unless a subsequent vote is conducted.

~~a. The required teacher team meeting and planning days and administrator days as described under section A.2.d.1 and d.2, (Wednesday early dismissal days) shall conclude 120 minutes after the dismissal of students on teacher Wednesday's and 125 minutes after the dismissal of students on administrator Wednesday's. However, school sites can still develop individualized reasonable start times.~~

~~g. In the event a school site's Site Decision Making Counsel (SDMC), in consultation with the staff and establishing the demonstrated support of the site's employees, desire to make site specific modifications to the aforementioned apportionment of time on the Early dismissal Days. Such modifications may be permissible. Each individual site shall determine the manner and method to implement such changes and such changes must be approved in advance of implementation by the site's Site Decision Making Counsel (SDMC).~~

~~Should any questions or issues arise concerning a site's desired modification(s) to the Early Dismissal Program, then the President of TANLA and the Superintendent or Superintendent's designee shall meet with the site's Site Decision Making Counsel (SDMC), to determine if such arrangements would be acceptable and permissible under the terms, agreement and intent of this Article.~~

~~h. The Administrator shall seek consultation at the beginning of the school year utilizing the previously established method described under A.2.e to set an agreeable and reasonable start time (allowing for student dismissal, bathroom break, on-time arrival) for the first and third Early Dismissal days. Once the start time is established it shall remain consistent for the entire year.~~

~~i. The required teacher team meeting and planning days and administrator days as described under section A.2.d.1. and d.2, (Wednesday Early Dismissal days) shall conclude 120 minutes after the dismissal of students on teacher Wednesday's and 125 minutes after the dismissal of students on Administrator Wednesday's. However, school sites can still develop individualized reasonable start times as defined in A.2.f.~~

3. High School Sites shall participate in the following Late Start Program:

- a. Late Sstart Mmeetings shall start at all participating schools no earlier than 7:45 a.m.
- b. ~~Typically~~ Typically, Llate Sstart Mmeetings shall be held every ~~other~~ week, ~~two times per month, for one hour,~~ except during ~~months that contain less than 15~~

~~school days~~ the first and last weeks of school and during weeks in which the school has a special schedule (e.g. Finals, Minimum Days, etc.). The day of the week in which Late Start Meetings will be held shall typically be Wednesday. However, at the discretion of the principal and with input from the site's Shared Decision-Making Council (SDMC)/Leadership Team, the day of the week may be adjusted to meet program needs.

- c. At the discretion of the administration, certificated staff may be divided into departments, academies, pathways or other such groupings in order to facilitate Late Start meeting objectives.
 - ~~d. The late start meeting must end no later than 5 minutes prior to the first student nutrition bell.~~
 - ~~e-d.~~ The instructional day will be modified to reflect shorter instructional periods. Regular dismissal time shall remain in effect. A ~~thirty minute~~ thirty-minute lunch period, excluding passing time, will remain in effect on Late Start Wednesdays.
4. The length of ~~the a particular~~ teacher's work-day may be reduced because of unusual circumstances at the discretion of the principal. ~~for any teacher.~~
 5. Middle and High School classroom teachers shall be assigned five (5) teaching periods per student instructional day, but may be voluntarily assigned to teach a sixth teaching period under the provisions of Section J of this Article.
 6. Teachers shall be provided an assigned, duty-free uninterrupted lunch period of no less than thirty (30) minutes each day, excluding passing time, ~~that when~~ the school District offers a lunch period for students, unless an extreme emergency is declared by the Superintendent or his/her designee.
 7. Teachers and his/her respective principal or administrative evaluator shall mutually agree upon one adjunct in a reasonable and equitable basis, consistent with past practice (Refer to Article IX. D Sec. 3). However, nothing shall preclude a teacher and his/her principal or administrative evaluator from mutually agreeing to an adjunct not previously established. There is no pre-determined amount of time that constitutes an acceptable adjunct duty.
 8. No teacher shall be compelled to attend any school sponsored night meeting past 9:00 p.m. This provision shall not be construed to cover teachers assigned to perform paid extra-duty assignments.
 9. All extra-pay assignments specified in Appendix J shall be performed by teachers on a voluntary basis.
 10. The calendar(s) establishing required working days for teachers for each school year

within the term of this Agreement, shall be ~~attached as Appendices N and O,~~ [uploaded to the District website.](#)

B. MINIMUM DAY

1. A minimum day for excessive heat or smog may be called by the Superintendent in accordance with Education Code Sections 46114 and 46142. On such minimum days, teachers shall be permitted to leave school at the end of the student instructional day. On days this option is invoked by the District, the Association shall be notified of the decision before said decision is relayed to teachers at each school site.
2. On the first student instruction day, on the day prior to the start of winter recess, on the day prior to the start of spring recess, and on the last instructional day all teachers (inclusive of Head Start/Preschool) shall be allowed to end their work-day when the minimum student instructional day ends.

C. SUBSTITUTE COVERAGE

1. The District shall make a reasonable good faith effort to hire regular substitute teacher coverage for the class(es) or any teacher required to attend a District sponsored or approved meeting or activity.

The District shall make a reasonable good faith effort to hire regular substitute teachers when classroom, teachers are absent through no cause created by the District or approved in advance by the District. If, however, the District is unable to find a regular substitute for any absent teacher, the Principal for the school in question shall ask for a volunteer(s) to cover the absent teacher's class(es). Volunteers shall be paid for substituting on a trimester/semester basis during the school year:

- a. At the ~~middle and high~~ [School levels](#), the volunteer teacher shall receive one-fifth of the pay of the daily substitute rate per period taught at least fifteen (15) minutes of time per period must be spent substituting before pay will be provided for that period.
- b. At the ~~eElementary and Middle School~~ [levels](#), the volunteer teacher(s) shall be paid when no substitutes are available for one-half day or more. The students from the absent teacher's class shall be equitably distributed among the volunteers appointed by the Principal. The teacher volunteer(s) receiving the students shall equally divide the prevailing daily substitute teacher rate of pay.
- c. In the case where no one, or an insufficient number of teachers volunteers, under either Section a or b above, a teacher or teachers shall be appointed by the Principal

to provide substitute coverage, on an equitable basis, and on the same pay basis as enumerated for volunteers above.

- d. No Special Education ~~T~~teacher shall be expected to provide substitute coverage for any absent regular teacher's classroom, ~~u~~ except on a strictly voluntary basis.

D. SUPERVISORY DUTIES

1. Any teacher (including State Preschool/Head Start) may, on a strictly voluntary basis, offer to provide student supervision to the District at an established hourly rate for student supervision enumerated in Appendix J of this Agreement. A respective school site principal shall solicit said voluntary service for up to one trimester/semester at a time. The principal shall rotate supervision among all teacher volunteers based on seniority.

No teacher shall be required to perform any type of non-paid student supervision, during or outside the student instructional day, except in emergency situations involving the imminent safety of students and/or employees. Such non-paid student supervision shall be put into effect only with the direct permission of the Superintendent or his/her designee in the event the Superintendent is not available to judge the situation. Such non-paid student supervision, if approved, shall last only as long as the imminent threat to the safety of students and/or employees exists. Such situations normally are expected to be short term in nature.

Counselors may be assigned limited student supervisory duties only in conformance with Article XIX, Counselors, Sections A.4 and B.3, of this Master Agreement.

E. DUTY-FREE PHYSICAL RELIEF

1. All elementary teachers (grades TK-5), and all State Preschool and Head Start teachers, shall be provided assigned duty-free physical relief breaks, whose aggregate total shall be no less than twenty (20) minutes, exclusive of passing time, each day school is in session. On minimum days, all elementary teachers be provided no less than twenty (20) consecutive minutes exclusive of passing time for the duty-free snack break.
2. On days of regular length, all middle school teachers (grades 6-8) and high school teachers (grades 9-12) shall be provided an assigned, duty-free, physical relief-snack break of no less than twenty (20) consecutive minutes, including passing time. On minimum days, all middle school ~~teachers~~ and high school teachers ~~(grades 9-12) shall~~ be provided no less than twenty (20) consecutive minutes inclusive of passing time for duty-free snack break. ~~A copy of each school's equitable supervision schedule shall be made available to the Association, upon request to the Principal.~~

~~3. All elementary teachers (grades TK-5), and all pre-school and Head Start teachers, shall be provided assigned duty-free physical relief breaks, whose aggregate total shall be no less than twenty (20) minutes, exclusive of passing time, each day school is in session. On minimum days, all elementary teachers be provided no less than twenty (20) consecutive minutes exclusive of passing time for the duty-free snack break.~~

F. PREPARATION TIME

1. Full-time elementary teachers, including all Resource Teachers and Resource Specialist Teachers, but excluding State Preschool and Head Start Teachers, shall be allocated one-hundred fifty (150) minutes of preparation time per five-day week, pro-rata, in blocks of time of no less than thirty (30) minutes each outside the student instructional day, for personal instructional preparation, ~~and~~ planning, and conferencing, and shall be used for other purposes only under highly unusual circumstances.
 - a. On shortened school days (~~E~~early ~~R~~elease Wednesdays), the scheduled preparation time shall be eliminated.
 - b. It shall be the District's good faith intent to provide each full-time Elementary Teacher, Resource Teacher, and Special Resource Specialist an average of thirty (30) minutes preparation time per school day, which may be reduced only under highly unusual circumstances, approved in advance by the Superintendent or his/her central office administrative designee. When such approval is granted in a given situation, the Superintendent or central office designee shall promptly notify the Association.
 - 1) The 30-minute preparation time would commence each workday immediately upon completion of student dismissal (unless other arrangements are approved by the principal), following assigned duties and responsibilities, if any.
 - 2) No administrative encroachment shall be made during this preparation time.
 - 3) Teachers shall be required to remain at school during this prep time.
 - c. Except in those circumstances where the District and TANLA mutually agree to an alternative schedule, Special Day Class (Special Education) ~~T~~eachers (elementary) shall have their preparation time assigned outside of the time when their students are on campus. Resource Specialist and Designated Instructional Services ~~T~~eachers and Special Education Nurses shall arrange, with the approval of their designated supervisor, for appropriate/equitable preparation time that does not conflict with the availability of their services to students.
2. Middle School and High School Teachers shall have one assigned period within the

student instructional day for the purposes of professional preparation, ~~and~~ planning, administrative, and student and parent counseling/conferences. ~~Middle School Teachers shall have preparation time equivalent to 1/6 of the instructional minutes offered to the students each day.~~

High School teachers may also elect to ~~teach an ROP class, or~~ begin an athletic coaching assignment, during an assigned last period of preparation ~~period~~ for additional pay at the appropriate level.

Middle School and High School Teachers shall be required to remain at school during their preparation time. This assigned period shall be used for other purposes only under highly unusual circumstances with the approval of the site administrator.

Emergency situations involving the imminent safety of students and/or school employees may lead to more than one administrative called meeting per week or portion thereof, if the Superintendent or his/her designee in the Superintendent's absence from the District, has approved in advance the holding of one or more extra meetings as reasonably necessary due to the nature of a bona fide emergency.

G. PARENT CONFERENCING

1. There shall be ~~five~~ three (3) minimum student instructional days at all elementary and middle schools for the purpose of providing teacher time for ~~f~~ Fall parent conferencing for two (2) hours after the student instructional day ends provided that the last scheduled parent conference for that day has been completed. The dates for the ~~f~~ Fall parent conferences shall be determined and scheduled at the time that the school year calendar is adopted. ~~The Night Conference~~ One evening of parent conferences shall be determined by a simple majority vote of the certificated staff. Elementary and middle school teachers shall be allowed to end their work-day at the same time as the minimum student instructional day ends on the final day of parent conferences provided that the last scheduled parent conference for that day has been completed. All elementary and middle school teachers shall be available at their respective school sites, in a centralized location with appropriate security, to conference with parents for two (2) consecutive hours during the 5:00 p.m. to 8:00 p.m. window. A teacher may leave the night conference at the conclusion of his/her last appointment.

~~Teachers at each elementary school~~ Elementary and middle school teachers shall be allowed to end their workday on the same day as f Fall ~~night evening parent conference~~ ing instructional workday at the same time as the minimum student instructional day ends.

There shall be ~~five~~ three (3) minimum student instructional days at all elementary and middle schools for the purpose of providing teacher time for ~~S~~ Spring parent conferencing

for two (2) hours after the student instructional day ends. The dates for spring parent conferences shall be determined and scheduled at the time ~~that in which~~ the school year calendar is adopted. Elementary and middle school teachers shall be allowed to end their work-day at the same time as the minimum student instructional day ends on the final day of parent conferences provided that the last scheduled parent conference for that day has been completed.

~~Kindergarten through Fifth grade teachers~~ Elementary and middle school teachers shall be available to conference with parents on an as-needed basis during ~~s~~Spring parent conferences. “As-needed” shall be defined as one or more of the following: (a) teacher request; (b) parent request; (c) student entered school after the first reporting period; (d) student is receiving an academic performance descriptor level of one or two on the student report card and the student is not making adequate progress as determined by recent teacher assessment.

Students who meet the criteria of possible retention or failure as described in Board Policy and Procedures shall be scheduled for the Student Study Team (SST)/Collaborative Action Process for Student Success (CAPSS) Team, or Retention Committee, and teachers will not be required to schedule these students for an additional Spring parent conference.

There shall be ~~one~~ mandated evening of parent conferences ~~being~~ in the Spring to be scheduled on one of the three days allocated for conferences.

If during, or two weeks prior to, the ~~s~~Spring conferences period a parent, through the parents own volition, requests and subsequently participates in a telephone parent conference with the teacher, the phone conference may be credited as a “~~s~~Spring parent conference.” A phone conference log containing date of call, time of call, name of student, name of parent contacted, phone number, and comments shall be submitted to the principal for the purpose of verifying phone parent conferences.

~~2. There shall be five minimum student instructional days at all middle schools for the purpose of providing teacher time for Fall parent conferencing for two (2) hours after the student instructional day ends. Middle school teachers shall be allowed to end their working day at the same time as the minimum student instructional day ends on the final day of parent conferences provided that the last scheduled parent conference for that day has been completed. All middle school teachers shall be available at their respective school sites, in a centralized location with appropriate security, to conference with parents for two (2) consecutive hours, during the 5:00 p.m. to 8:00 p.m. window. The Night Conference shall be determined by a vote of the certificated staff. A teacher may leave the night conference at the conclusion of his/her last appointment.~~

~~Teachers at each middle school shall be allowed to end their Fall night conferencing~~

~~instructional workday at the same time as the minimum student instructional day ends.~~

~~There shall be five minimum student instructional days at all middle schools for the purpose of providing teacher time for Spring parent conferencing on an as needed basis. The dates for the Spring parent conferences shall be determined and scheduled at the time that the school year calendar is adopted.~~

~~Teachers shall be available on the days selected for conferencing for two (2) hours after the student instructional day ends for the purpose of conferencing with parents on an as needed basis. As needed basis shall be defined as one or more of the following: (a) teacher request; (b) parent request; (c) student entered school after the first reporting period; (d) student is receiving an academic performance descriptor level of "D" or "F" or "X" on the student report card and the student is not making adequate progress as determined by recent teacher assessment.~~

~~Students who meet the criteria of possible retention or failure as described in Board Policy and Procedures shall be scheduled for the Student Study Team, or Retention Committee, and teachers will not be required to schedule these students for an additional Spring parent conference.~~

~~There shall be no mandated evening conferencing in the Spring. If during, or two weeks prior to, the Spring conference period a parent, through the parents own volition, requests and subsequently participates in a telephone parent conference with the teacher, the phone conference may be credited as a "Spring parent conference." A phone conference log containing date of call, time of call, name of student, name of parent contacted, phone number, and comments shall be submitted to the principal for the purpose of verifying phone parent conferences. Middle school teachers shall be allowed to end their working day at the same time as the minimum student instructional day ends on the final day of parent conferences provided that the last scheduled parent conference for that day has been completed.~~

~~3.2. Regarding Fall Parent Conferences: The pPrincipal shall invite parents, in writing, to attend Parent Conferences. The Principal's letter shall include the dates and times available for parent cConferences. Parents shall be informed that one night-evening Parent Conference date is available in the fall and spring to those parents who cannot attend the day conferences. Teachers shall schedule evening conferences with parents who have requested an evening conference appointment.~~

~~Parents indicating their need for a nightan evening conference shall be provided with the opportunity to meet with their child's teachers during the designated night-evening Parent Conference date and time block. Teachers who have completed all of their parent conferences or have not requested or scheduled night parent conferences shall inform~~

the pPrincipal. The teacher shall indicate that they have no scheduled evening parent conferences and shall be excused from attending night parent conferences. Teachers excused from ~~night-evening~~ Parent Conferences shall remain on campus, on the night conference date, until the normal, full instructional day, would have ended. At the conclusion of the Parent Conference ~~Wweek~~, teachers shall submit to the Principal the completed Parent Conference Sign-In Sheet and Teacher Survey of ~~Pparent/Teacher~~ Conferences.

H. ADMINISTRATIVE MEETINGS

1. Principals of schools participating the “minimum day/early release” of students for the purposes of staff development/planning time shall not call required faculty/staff meeting prior to the scheduled start of the school day, with the exception of:
 - a. Conferences with an administrator to address items listed under Article IX; the administrator shall make every effort to accommodate a teacher’s request for an alternative time.
 - b. Voluntary Meetings.
2. Emergency situations involving the imminent safety of students and/or school employees may lead to a need to call an administrative meeting if the Superintendent or his/her designee in the Superintendent’s absence from the District, has approved in advance the holding of emergency meeting as reasonably necessary due to the nature of a bona fide emergency.
3. No teacher shall be compelled to attend any kind of District meeting, in-service, or activity on a Saturday or Sunday, other than on a strictly voluntary basis. This provision shall not be construed to cover teachers assigned to perform paid extra-duty assignments.

I. SPECIAL EDUCATION

1. With respect to the various meetings required by the Federal and State Regulations governing Individualized Education Programs (I.E.P.), the District shall not, as a common practice, schedule such meetings outside the daily work hours. In addition, the District shall not, as a common practice, schedule SST/CAPPS meetings outside the daily work hours. No teacher, as a ~~matter of~~ common practice, shall be mandated to participate in IEP’s and/or (SST/CAPPS) during their regularly assigned preparation time.

J. ADDITIONAL PERIOD OF INSTRUCTION FOR MIDDLE AND HIGH SCHOOL TEACHERS

1. The Association and the District have agreed that, in certain situations, bargaining unit members at the middle school and high school levels s may teach an additional period

beyond the normal five (5) periods of instruction and be compensated at an additional 18 percent (.18) of the individual's pro-rata rate of compensation.

The District and the Association further agree that this provision shall not be utilized to replace or eliminate teaching positions, and that the District shall determine the staffing ratio for each middle and high school, and the District shall make every effort to fill all open positions with appropriately credentialed teachers. Should the need for additional periods of instruction still exist once a site is fully staffed, then the District and Association agree that a limited number of additional periods may be offered under this section. The utilization of this provision shall be limited by the procedures and restrictions established in this section.

2. No unit member shall be required to teach an additional period and participation in such arrangements shall be entirely voluntary.
3. Non-Permanent teachers shall not normally be utilized to teach an additional period. Should a school site wish to have a non-permanent teacher teach an additional period, that will require the approval of the Association and the Superintendent or the Superintendent's designee.
4. During the first ~~five~~three (35) weeks of a semester or trimester, the selection of bargaining unit members for teaching an additional period shall be based on the following selection priority ranking:

~~a. First Offer of Position Based On:~~ Seniority within the Department aAfter a teacher has served in an extra period assignment, Ithe next available assignment shall be offered to the next teacher in seniority ranking in the department to provide equity to all permanent teachers who choose to be considered for an extra period assignment. Teachers who teach an additional period shall, at the conclusion of his/her assignment, be placed at the bottom of the department seniority list for subsequent year rotations.

b. After the first ~~five~~three (35) weeks of the semester or trimester have passed, should the need for additional periods arise, then site administration may offer the assignment of an additional period to an individual teacher who has the appropriate credential and period opening so as not to disrupt the established schedules of the other teachers and students.

5. Payment for the additional period shall be completed in a timely fashion. Procedures and practices shall be established by the Association and the District.
6. The District shall report to the Association at the end of each school month the number of additional period offerings at each middle school and high school in the District, unless

no changes have been made from the prior month.

K. BACK-TO-SCHOOL NIGHT

Elementary, Middle, and High School Teachers/Counselors and their respective principal or administrative evaluator shall mutually agree upon a date and time (between 5:30-8:30 p.m.) that shall be identified for purposes of a ~~Fall~~ “Welcome Back-To-School Night” event. In the event that a date and time cannot be mutually agreed upon, a vote shall be conducted by the TANLA Representative to determine the date and time from a predetermined list of three (3) alternate dates and times that are mutually defined by site Administration and the site TANLA Representative. ~~No teacher will be required to stay longer than ninety minutes for the duration of this event.~~

L. OPEN HOUSE NIGHT

~~Teachers at each elementary, middle and high school and his/her~~Elementary, Middle, and High School Teachers/Counselors and their respective principal or administrative evaluator shall mutually agree upon a date and time (between 5:30-8:30 p.m.) that shall be identified for purposes of an spring “Open House Night” event. In the event that a date and time cannot be mutually agreed upon, a vote shall be conducted by the TANLA Representative to determine the date and time.

~~M. Other than Fall Welcome Back-to-School Night, Open House Night, and Fall/Spring Evening Night Conferences, and Graduation (High School Teachers/Counselors only) no teacher/counselor shall be required to attend any other school-sponsored night event, other than on a paid voluntary basis. No teacher/counselor shall be required to stay longer than two (2) hours for the duration of any of the above events. If a teacher/counselor misses either of the events lists above, they will be required to submit a half-day Absence Affidavit and may be subject to discipline under Article XXV of this agreement.~~

N. ~~VAPA PROGRAM~~ ZERO PERIOD PROGRAM

The daily work schedule for VAPA Zero Period teachers shall be based on the following principles:

- ~~1. Shall only apply to VAPA teaching assignments in Middle School and Elementary Schools.~~
- ~~2. Shall only apply to those qualified VAPA teachers who agree to teach classes during zero period for the VAPA programs at said grade levels.~~
- ~~3.1. Shall allow teaching VAPA classes in a “Zero-Period” zero period that will not exceed one (1) instructional hour before the start of the established school day.~~

- ~~4.2.~~ Shall be offered to qualified ~~VAPA~~ teachers ~~for said VAPA classes~~ only as a voluntary commitment.
- ~~5.3.~~ Shall be offered to qualified ~~VAPA~~ teachers who voluntarily commit, to do so for the entire period of the school year for which the VAPA class is scheduled, unless otherwise agreed to by all parties involved a programmatic need or enrollment issue arises requiring the closure of a zero period class.
- ~~6.4.~~ Shall provide qualified ~~VAPA~~ teachers who volunteer to teach ~~“Zero-Period”~~zero period classes, the options listed below at the start of the assignment with the chosen option remaining in effect the remainder of the school year:
- a. Compensation for ~~the “Zero-Period”~~zero period classes shall be .18 (18%) of the individual teacher’s prorated rate of compensation and completion of the teacher’s regularly assigned work-day; or;
 - b. Completion of the work-day at an earlier time equal to the duration of the ~~VAPA~~ class taught in the daily ~~“Zero-Period”~~zero period not to exceed one (1) hour, and with no additional compensation, except on Wednesdays for schools participating in the Early Release Program. For these schools, teachers will participate for the entire duration of professional development, staff meetings, and/or Professional Learning Communities.
- ~~7.5.~~ ~~Shall allow work days to commence at the start of the “Zero-Period” whereby said teacher would report for duty either 15 or 30 minutes prior to the start, as prescribed in Article XIV, paragraph A, 1, 2, a & b of the Master Agreement.~~Workdays for zero period teachers shall commence at least 30 minutes prior to the start of the zero period class.

ARTICLE XV: ALTERNATIVE SCHOOL YEAR PROGRAM

~~Deleted 2009-2010 pending potential future negotiations as agreed to the MOU 3/5/09.~~

ARTICLE XVI: PROFESSIONAL GROWTH

~~(THIS ARTICLE DELETED EFFECTIVE JANUARY 1, 2007, DUE TO SCOTT BILL LEGISLATION)~~

ARTICLE XVII: TEACHER SUPPORT PROGRAMS

In the event that funding is re-allocated by the state for Teacher Support Programs, the District and Teachers Association will negotiate new contract language.

ARTICLE XVIII: ADULT EDUCATION

- A. In this Agreement, a full-time Adult Education teacher is one who is assigned a minimum of thirty (30) hours per week. All full-time Adult Education teachers shall be paid according to their respective placement on the Teacher's Salary Schedule, and are provided all the teacher benefits provided under provisions of Article XXIV. Health and Welfare Benefits, and are entitled to all leaves.
- B. The Board shall provide hourly Adult Education teachers assigned twenty (20) hours, but less than thirty (30) hours of instructional time per week with all teacher benefits provided under provisions of Article XXIV. Health and Welfare Benefits, for all full-time teachers in the District and shall be paid in accordance with the Adult Education Hourly Rate Schedule found in Appendix H.
- C. The Board shall provide hourly Adult Education teachers assigned fifteen (15) hours, but less than twenty (20) hours of instructional time per week with 50 percent of the plan premium paid for any sponsored health and accident plan only in which the part-time teacher enrolls during an open enrollment period or within thirty (30) calendar days of initial employment each school year. The part-time teacher shall pay for the balance of the plan premium through an appropriate payroll deduction process that shall be made available for that purpose by the District.
- D. Each Adult School teacher, teaching twelve (12) to fourteen (14) hours per week, may elect to enroll in one of the District's sponsored health and accident plans, and by enrolling in the plan of his/her choice during the regular open enrollment period or within thirty (30) calendar days of initial employment each school year, by paying the monthly premiums for the plan selected, through an appropriate deduction process that shall be made available for this purpose by the District.
- E. Adult Education Teachers who work less than twenty hours (20) per week shall be paid according to their proper placement on the Adult Education Hourly Rate Salary Schedule found in Appendix H.
- F. For purposes of Adult Education, an hourly teacher shall receive one (1) hour of cumulative sick leave for eighteen and three-tenths (18.3) instructional hours worked.
- G. Hourly Adult Education teachers shall be entitled to the following leaves: Sick, Maternity, Industrial Accident and Illness, Bereavement, Personal Necessity, Personal Business, and Family Illness.
- H. For purpose of Adult Education, any teacher assigned more than thirty (30) hours per week shall be additionally compensated at an hourly rate that they would have received were they

regularly employed hourly teacher working twenty (20) to twenty-four (24) hours per week.

- I. Full-time Adult Education teachers, hired after July 1, 1991, shall receive credit on the Salary Schedule for prior teaching experience outside of the School District. This prior teaching experience shall be credited on a year-to-year basis up to a maximum of seven (7) years. Teaching experience must be in Adult Education Programs and must be within the past seven (7) years.
- J. Part-time hourly Adult Education teachers, hired after July 1, 1991, shall receive credit on the Hourly Adult Education Teacher Salary Schedule (Appendix H) for prior part-time or full-time teaching experience outside of the School District. This prior teaching experience shall be credited on a year-to-year basis up to a maximum of seven (7) years. Teaching experience must be in Adult Education Programs and must be within the past seven (7) years.
- K. Prior to changing the assignment of any Adult Education Teacher, full-time or hourly, the ~~Administrator in charge of the~~ Director, Adult School ~~or designee~~ shall discuss the matter with each such teacher in question at least one class session ahead of the time a class must be closed due to inadequate enrollment, except for the first two sessions of any given class.
- L. Teachers with teaching assignments of 17 hours, but less than 27 hours, are eligible to work and be paid for one hour per week for curriculum planning time at the District stipend rate.

The planning time must be done on campus and one hour per month of the time may be designated by administration for the purpose of planning, staff development, department meetings, or other curricular needs. The paid staff development time will not be credited towards employees earning any District-paid benefits.

ARTICLE XIX: COUNSELORS

A. SECONDARY COUNSELORS

1. A standard work year for Counselors shall consist of the same work-days established for teachers as shown in Article XIV, Hours, Appendix N, plus nine (9) additional work-days. The additional nine days shall be scheduled ~~consecutively with~~during the teachers' work-year in August/September and/or in June. The site administrator shall notify Counselors of when they are to work the additional nine days prior to the end of the preceding regular school year.
2. By mutual consent of the Principal and the individual Counselor, days worked by Counselor within the specific calendar of work-days established in paragraph 1 above, may be substituted for days outside those established in paragraph 1 above.
3. By mutual agreement of the Principal, an individual Counselor, and the Superintendent or designee, a Counselor may be hired to work extra days, in addition to those cited above, at his/her current regular per diem salary rate.
4. Counselors ~~shall not~~may be assigned ~~to any~~ supervision duties, ~~except~~ during regular hours ~~in situations of extreme emergency that shall be subject to the tests of true urgency and reasonableness.~~
5. The salary schedule for Counselors is depicted in Article XXII, Wages, Appendix D.
6. Any Counselor performing Summer School work shall be paid at the Summer School teacher rate.
7. No Counselor shall be required to make a home visit which the individual Counselor feels may pose a potential threat to his/her personal safety. No Counselor shall be required to make any home visitation outside his/her regular prescribed work-day. This provision shall not prevent an individual Counselor from voluntarily opting to make home visits. Whether an individual Counselor opts to make home visits shall not be a proper subject for inclusion on that employee's formal written evaluation.
8. No Counselor shall be assigned to teach any class in addition to his/her regular counseling duties.
9. The Comprehensive High School Counselor's' work-day shall start thirty (30) minutes before the beginning of the regular student instructional day and end thirty (30) minutes after the end of the regular instructional day.

9.10. The Alternative Education/Continuation High School Counselors' workday shall start thirty (30) minutes before the beginning of the regular student instructional day and end one-hundred and five (105) minutes after the end of the regular instructional day.

~~10.11.~~ High School Counselors shall not normally be required to work with students on related discipline and/or attendance problems.

B. MIDDLE SCHOOL COUNSELORS

1. Standard work year for Middle School Counselors shall consist of the same work-days for teachers as shown in Article XIV, Hours, Appendix N.
2. By mutual agreement of the Principal, an individual Middle School Counselor, and the Superintendent or designee, a Middle School Counselor may be hired to work extra days, in addition to those cited above, at his/her current regular per diem salary rate.
3. Middle School Counselors ~~shall not~~may be assigned supervision duties, ~~except during regular hours in situations of extreme emergency that shall be subject to the tests of true urgency and reasonableness.~~
4. The salary schedule for Middle School Counselors is depicted in Article XXII, Wages, Appendix D.
5. Any Middle School Counselor performing Summer School work shall be paid at the Summer School teacher rate.
6. No Middle School Counselor shall be required to make a home visit which the individual Middle School Counselor feels may pose a potential threat to his/her personal safety. No Middle School Counselor shall be required to make any home visitation outside his/her regular prescribed work-day. This provision shall not prevent an individual Middle School Counselor from voluntarily opting to make home visits. Whether an individual Middle School Counselor opts to make home visits shall not be a proper subject for inclusion on that employee's formal written evaluation.
7. The Middle School Counselor work-day shall start thirty (30) minutes before the beginning of the student instructional day and end thirty (30) minutes after the end of the regular student instructional day.
8. ~~A~~ Middle School Counselors s will not be assigned to regular teaching duties. Regular teaching duties is considered one in which the Middle School Counselor assigns grades. This paragraph is meant to allow the Middle School Counselor to teach Career or units pertaining to Middle School Counselor ~~-~~related units.

9. The Middle School Counselor shall be at the school site when parent conferences are scheduled.
10. Middle School Counselors shall not normally be required to work with students on discipline matters.

ARTICLE XX: LEAVES OF ABSENCE

A. PROVISIONS APPLICABLE TO ALL LEAVES

1. Affidavit of Absence

Within two (2) teacher workdays after returning from an absence, each teacher will complete an Affidavit of Absence.

2. Verification of Absence

When returning from absence for illness reasons, a teacher absent ~~five~~two-(~~25~~) days or less: shall check illness or days deduct on the verification form. A teacher who is absent ~~three~~six (~~36~~) consecutive days or more shall check illness or days deduct on the verification form, and provide a statement from the medical doctor or licensed practitioner stating the teacher was medically unable to work on the dates of reason for the absence and the teacher's fitness ability to return to work and perform the essential functions of his/her position with or without reasonable accommodation. Additionally, it shall be the prerogative of the District to require verification of absence if the District has reason to believe that the leave day(s) may not have been used for the purposes stated and/or the teacher may not be able to return to work and perform the essential functions of his/her position with or without reasonable accommodation. ~~If such verification is requested, the supervisor will give the teacher a written statement citing the specific reasons leading to the verification request, the proposed action to be taken and explaining to the teacher his/her right to appeal the proposed action through the Grievance Procedure, Article VIII, Grievance procedures, for final determination. Any actions resulting from this verification process will be instituted only after the appeal process has been concluded.~~

3. The Board of Education authorizes the Superintendent or his/her designated representative to require ~~health~~medical examinations of teachers when ~~he/she the Superintendent or Superintendent's designee~~ has reason to believe that the teacher is unable to perform the essential functions of his/her position and/or that the teacher poses a direct threat to the health and safety of the teacher or others in the workplace, including students and other employees. ~~it appears to be necessary to protect the health~~

~~and general well-being of the teacher, students, or other employees.~~ This is without loss of pay to the teacher. When such examination is required, it shall be conducted by a doctor selected by the District and at no cost to the teacher. The District may use the results of the examination in determining whether any leave is appropriate, ~~or in determining~~ if the teacher is capable of returning to work, and/or whether the teacher is able to perform the essential functions of his/her position with or without reasonable accommodation and in a manner that does not pose a direct threat to others in the workplace.

4. Teachers absent for reasons not specified in this Article or who have exhausted all available appropriate leaves shall have their monthly salary reduced by one day's salary for each day of unauthorized absence.
5. Paid leave of absence is defined as a leave granted by the Board of Education that entitles a teacher to receive a portion or all of his/her current wages, Health and Welfare benefits, and retirement benefits. A teacher on paid leave of absence receives credit for annual salary increment during the leave. Teachers on paid leave for less than one (1) semester or an equivalent number of days thereof shall return to their previous position, provided it still exists. Teachers on a paid leave for one (1) semester or more shall be considered a surplus teacher under the provisions of Article XII, Transfers and Reassignments.
6. Unpaid leave of absence is defined as a leave granted by the Board of Education that entitles a teacher to be absent, without compensation, for a specified period of time. Except as otherwise provided by this Agreement or law, t~~Teachers~~ on unpaid leave for less than one (1) semester or an equivalent number of days thereof shall return to their previous position, provided it still exists. Except as otherwise provided by this Agreement or law, t~~Teachers~~ on unpaid leave for one (1) semester or more shall be considered a surplus teacher under the provisions of Article XII, Transfers and Reassignments.
7. Teachers granted long term leave of absence shall sign an agreement that the Board of Education will be given written notice of their intention to return at least sixty (60) days prior to the term of leave. Failure to so notify the Board of Education shall be deemed to constitute a resignation on the part of the teacher.
8. An unpaid leave of absence for a maximum of one school year may be granted to teachers for any reason deemed acceptable by the Board of Education. Upon written request of the teacher, the superintendent or his/her designee may authorize up to thirty (30) calendar days of unpaid leave.
9. Any employee requesting an extension to his/her existing leave of absence shall notify both his/her immediate supervisor and the Division of Human Resources ~~Division~~ at the earliest possible date. No extension to a leave is granted until acted upon by the Board

of Education or its designee.

B. STATUS FOR FRINGE BENEFIT PURPOSES

1. Teachers on medically related leaves of absence (as opposed to a voluntary unpaid leave of absence), shall have the right to remain enrolled in the District sponsored/paid Health and Welfare benefit programs as described in Article XXIV. Health and Welfare Benefits, for period of up to twenty-four (24) calendar months from the date said medical related leave commences. Any teacher who has accumulated sick leave in excess of twenty-four (24) calendar months, under applicable Education Code provisions, shall be allowed to utilize the greater amount of sick leave days in excess of twenty-four (24) calendar months.

(Teachers currently affected by this article will be grandfathered under the thirty-six months allowed in previous Contract language.)

2. Teachers on unpaid leave will be required to pay the gross premium due from the beginning date of the leave, [except as otherwise provided by this Agreement or law](#).
3. Payment must be made by check or money order in the gross premium amount payable to each respective plan and sent to the District's Business Division, not later than the first (1st) of the month in which the premium is due. It shall be the sole responsibility of the teacher to make such payments in order to assure his/her continued enrollment.
4. Termination of enrollment for any teacher on leave occurs immediately at the close of the coverage period for which the last premium was made, either by deduction or direct payment:
 - a. By failure of the teacher to pay his/her portion of the premium, [except as provided by law](#).
 - b. On cancellation by the teacher at any time he/she desires, upon filing the appropriate forms.
 - c. Upon termination of employment.
 - d. By failure of the teacher on leave to notify the District of his/her desire to continue the insurance as provided in Section A.
 - e. At the close of the Enrollment Year because of a teacher's loss of eligibility.

C. BEREAVEMENT

1. Each teacher shall be entitled to five (5) days per death, with full pay, when such absence is caused by the death of a member of his/her immediate family. The term "immediate family" as used here means the mother, father, brother, sister, step-parent, grandmother, grandfather, aunt, uncle, niece, nephew, or grandchild of the teacher or of the spouse of the teacher, and the spouse/~~domestic~~ partner (as defined by law), son, son-in-law, daughter, daughter-in-law, step-child, brother-in-law, sister-in-law of the teacher or any relative living in the immediate household of the teacher.
2. If a member of a teacher's immediate family, residing more than 1,000 miles from a teacher's place of residence, ~~dies~~ dies passes away, the teacher shall be entitled to up to seven (7) days ~~off~~ per death, ~~each such immediate family member's death~~ with full pay, if services are actually attended as verified by the Employee Affidavit of Absence.
- ~~2.3.~~ Employees shall be required to contact their immediate supervisor, school/department office, or the Division of Human Resources prior to the start of their regular work shift to notify that Bereavement Leave will be used. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.
4. Employees shall be required to complete an Employee Affidavit of Absence leave verification form provided by the district.
 - a. If the Bereavement Leave extends beyond five (5) working days, the employee shall be required to provide proof of eligibility to their immediate supervisor.
 - b. Additionally, it shall be the prerogative of the Division of Human Resources to require verification of absence if the Division of Human Resources has reason to believe that the Bereavement Leave days may not have been used for the purpose stated.
5. Bereavement Leave must begin at approximately the time the death of the family member occurred or when Memorial Services are conducted.

D. EDUCATIONAL MEETINGS

Teachers who are absent for the purpose of attending educational meetings when no additional funds are to be appropriated for the expense of those individuals who attend such meetings, may be approved by the immediate supervisor. Such absences, if approved, would be without loss of pay.

E. PARENT OBLIGATION LEAVE

The Board of Education shall allow teachers, who are parents, guardians, or grandparents having custody of one (1) or more children in K-12 [or a licensed child care provider](#), inclusive, to take up to forty (40) hours each school year, not exceeding eight (8) hours in any calendar month of the school year, to participate in school activities of any such child. Teacher(s) may utilize personal necessity or personal business leave for such school visits. The teacher may also utilize time off without pay to conduct such school visits. The teacher shall provide the school District with twenty-four (24) hours advance notice prior to making such a school visit during normal work hours.

F. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. AMOUNT OF LEAVE

Each teacher employed on a regular basis shall be allowed sixty (60) working days, exclusive of all days the teacher is not required to render service to the District, each school year with full pay for absences resulting from an industrial illness or accident.

2. ELIGIBILITY

Each teacher who is absent because of illness or injury resulting from an industrial accident and qualifying under provisions of the District's Workers' Compensation Insurance Plan, will be entitled to the benefits of this section.

3. BENEFITS

Each teacher absent under the provisions of this section will maintain all rights and benefits that would accrue to him/her had he/she been on the job. The provisions of this section shall not be accumulative from year to year. No charge will be made against the teacher's accumulated sick leave for the first sixty (60) working days of the absence.

4. PAYMENT OF SALARY - FIRST SIXTY WORKING DAYS

Teachers will receive not less than full salary at the rate being earned at the time of the illness or accident.

5. PAYMENT OF SALARY - AFTER SIXTIETH WORKING DAY

When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to their sick leave, shall be used. If however, an employee is still receiving temporary disability payments under Workers' Compensation laws of this state

at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay. Teachers who exhaust all accumulated sick leave and who are entitled to the difference between their regular salary and that paid to the substitute, as required by law, will be paid so much of that difference by the District, that when added to and will retain any monies to which they are entitled from Workers' Compensation, will result in a payment to him/her of not more than his/her full salary. The total amount received by the teacher while absent for a work-related illness or accident shall not exceed one hundred percent (100%) of the teacher's regular salary. -The application for sick leave shall be made in the same manner as though the absence were for a "non-injury" illness. Teachers who exhaust all provisions for full salary, and are not able to return to work, will continue to receive whatever monies are due them from the Districts' Worker's Compensation Insurance Plan. The amount and length of time teachers receive these monies will be determined by the District's Workers' Compensation Insurance Plan administrators, in accordance with the laws governing Workers' Compensation benefits.

6. TERMINATION OF BENEFITS

Benefits granted in accordance with this policy will terminate the time the teacher is released by the District's Workers' Compensation Insurance Plan administrators.

7. END OF SCHOOL YEAR

When an industrial accident or illness leave overlaps the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

8. RETURN TO WORK

Any teacher absent under this Article will be required to furnish proof that he/she is able to resume his/her normal duties perform the essential functions of his/her position with or without reasonable accommodation. Proof shall be a statement from the physician who has examined the teacher and is qualified to render an opinion on the teacher's ability to perform his/her duties. ~~who treated the teacher for the illness or accident.~~ The physician must specify restrictions, if any, and the length of time these restrictions will need to apply to the teacher. The teacher shall inform the District of the date when a return to service will occur. This notice shall be provided within a reasonable number of working days before the return. The District may require the teacher to be examined by a physician it has selected as provided in Section A.3., above.

G. FAMILY AND MEDICAL LEAVE ACT (FMLA)

As required by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), an eligible teacher shall be entitled to up to twelve (12) workweeks of unpaid leave during a twelve (12) month period to care for:

1. The teacher's newborn child or a child placed with the teacher for adoption or foster care, within twelve (12) months of the birth of the child or placement for adoption or foster care, or
2. The teacher's spouse, registered domestic partner (as defined by law), child or parent (including parent-in-law) with a serious health condition, or
3. A teacher's own serious health condition, or
4. A teacher's parent, spouse, child, or next of kin with a serious illness or injury sustained in the line of duty on active duty by a military servicemember or veteran (26 FMLA workweeks), or
5. For a qualifying exigency arising out of the fact that a spouse, child or parent of the teacher is a covered servicemember on covered active duty or has been notified of an impending call or order to covered active military duty.

In order to be eligible for family and medical leave, an employee must have been employed by the District for at least twelve (12) months (which need not be consecutive) and have actually worked 1,250 hours in the 12 months immediately prior to commencing the leave. Full-time classroom teachers are presumed to work 1,250 hours unless the District can prove differently.-

The District shall grant ~~this~~ up to a twelve (12) workweeks of leave ~~benefit~~ for each 12-month school year (extending from ~~September 1 through August 31~~ July 1st through June 30th). Any leave taken under other provisions of this Article which would be covered by FMLA and/or CFRA shall be counted as part of the twelve (12) weeks allotted by this paragraph.

When such a leave is foreseeable, such as for the birth of a child or planned medical treatment, a teacher shall give the District thirty (30) days advance written notice. When leave is not foreseeable, a teacher shall give written notice to the District within one working day of learning of the need for leave.

The District will require the teacher to provide certification of the need for leave, including but not limited to medical certification of the serious health condition, the need for the teacher to care for the family member, and documentation of the family relationship.

The District shall continue all group health coverage plans for a teacher on such leave at the same

level of benefits and under the same conditions that existed while the teacher was working. If the District changes a health plan during a teacher's leave, the change applies to the teacher as if still on the job. The teacher shall be required to continue to pay his/her portion of the insurance premium while on leave.

The District may require a teacher to report his/her status and intention to return to work every thirty (30) calendar days while on leave. After a leave, the District shall reinstate the teacher to the same position held before the leave, or an equivalent position as provided by law. ~~If a teacher gives an unequivocal notice of intent not to return to work, the District's obligation to provide health benefits and to reinstate the teacher ceases. However, this obligation continues if the teacher indicates he or she may be unable to return to work but expresses a continuing desire to do so.~~

Upon the teacher's return to work, the District shall reinstate all benefits at the same level provided when the leave began without any form of requalification. Any changes in benefits not based on service during the leave period shall be effective upon the teacher's return to work.

The District in providing this leave benefit shall comply with both the law and regulations of the Family and Medical Leave ACT (FMLA), California Family Rights Act (CFRA) and other applicable California law.

Where the leave is covered by both FMLA and CFRA, the twelve (12) workweeks of FMLA leave shall run concurrently with the 12 workweeks of CFRA leave. The least restrictive language applicable to the employee in either the State-FMLA or the Federal Act-CFRA shall be used in cases wherein there is a conflict in language between the two.

H. PERSONAL NECESSITY LEAVE

1. Each teacher entitled to sick leave may, at his/her election, use up to thirteen (13) days per year of his/her accumulated sick leave for personal necessity. The teacher will notify his/her immediate supervisor of his/her election to make such personal necessity leave and will indicate the dates of the leave and the reason therefore.
2. Advanced permission to take personal necessity leave must be requested by the teacher except for items a, b, and c listed below. Permission will be granted providing proof can be established to the satisfaction of the District, that a personal necessity does exist. Personal necessity shall be based on the following conditions:
 - a. Death of a member of his/her immediate family when additional leave is required beyond that provided in Bereavement Leave, or serious illness of a member of his/her immediate family as defined in this leave;

- b. Accident involving the property of his/her person, or the person or property of a member of the immediate family as defined in this leave;
 - c. Attendance at high school, college, and/or university level graduation exercises for a member of the immediate family as defined in this leave;
 - d. Attendance at a wedding or funeral of a close friend;
 - e. Observance of no more than two nationally recognized religious holiday other than those scheduled on the teacher work-year calendar in Appendix N, O, P and Q;
 - f. Any other reason which may be ~~prescribed~~ determined by the Board of Education.
3. If the teacher receives remuneration for participation in the function or event, it will not cause the request to be denied, but the leave will be revised to non-pay status proportionate to the remuneration received.
 4. The definition of "immediate family" as ~~used here means the mother, father, brother, sister, stepparent, grandmother, grandfather, aunt, uncle, niece, nephew, or grandchild of the teacher or of the spouse of the teacher, and the spouse, domestic partner (as defined by law), son, son in law, stepchild, brother in law, sister in law of the teacher or any relative living in the immediate household of the teacher.~~ defined in Section C above.
 5. The days allowed shall be deducted from and may not exceed the number of full days of the illness leave to which the teacher is entitled.

I. PAID JURY DUTY

Unit members shall be granted a leave of absence, with pay ~~if proof from the court is attached to the Absence Affidavit,~~ to serve as a juror for no more than ten (10) days, if called in a manner prescribed by law. The District will provide to each employee who notifies the District in writing that he or she has been called for jury duty, a standard letter to the court confirming that the District only pays jury duty pay for ten (10) days annually for each member. Compensation received for jury service shall not exceed the unit member's daily compensation. Therefore, a member on jury duty leave shall endorse jury fee checks received for the first ten (10) days of service to the District. It is understood that bargaining unit members who are able to postpone jury duty to the summer break, winter break, or spring break shall be compensated at the day to day substitute rate of pay for a period not to exceed five (5) days.

J. PERSONAL BUSINESS LEAVE

Up to a maximum of six (6) days per year may be utilized in this section for Personal Business.

A teacher who requests Personal Business leave must do so at least one (1) teacher workday in advance. No request for Personal Business leave shall be granted during the first or last week of school, nor ~~at~~ any day immediately preceding or following ~~a holiday;~~ a legal or local holiday as enumerated in the applicable teacher work-year calendar in either Appendix N, O, P and Q, and shall not be used for work stoppage, slowdown, or other protected activities. Any leave days utilized are subtracted from Personal Necessity days and hence from accumulated Sick Leave.

K. MATERNITY AND CHILD CARE LEAVE

1. MATERNITY/PREGNANCY DISABILITY

~~a. Maternity leave shall be granted, upon written request, for the balance of the school year and will be granted for one additional year upon the request of the teacher. This leave is without pay.~~

a. During the period of time in which the teacher is certified by her physician as being physically disabled medically and unable to perform her regular duties due to pregnancy, miscarriage, and childbirth, and recovery therefrom other related medical conditions, from she shall be permitted to utilize her benefits under this Article, including, but not limited to, the Sick Leave Section, under the same terms and conditions as for other temporary disabilities. While disabled by pregnancy, miscarriage, childbirth, or related medical conditions, the teacher will be using her entitlement to leave under the Pregnancy Disability Leave Act. This leave may not be used for childbirth preparation or for child bonding of this Article.

b. A teacher may request unpaid leave for pregnancy or childbirth preparation or child care after the birth. The request shall be in writing.

~~b.c.~~ A teacher may work during the pregnancy until the date of disability, as certified by the teacher's attending physician.

2. Paid Child Care/Parental Leave

a. Effective January 1, 2017, as provided by Education Code section 44977.5, teachers shall be entitled to parental leave as set forth in this section.

b. For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the teacher's child, or the placement of a child with the teacher for adoption or foster care.

c. Teachers shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.

d. When a teacher has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he/she shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as set forth in Section O.4., below, but shall not count against the leave entitlement set forth in that Section. In order to use substitute differential pay, the teacher must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

e. Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

f. A teacher shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.

g. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.

h. A teacher shall give at least thirty (30) calendar days' notice of the birth of a child and intent to take parental leave under this section. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

3. 3. Unpaid Child Care Leave

2. CHILD CARE LEAVE

A leave of absence may be granted to a teacher without pay for the purpose of raising his/her natural or adopted child, for one year. Upon written request, an extension of one year may be granted.

L. MILITARY LEAVE

1. Teachers who enlist or are called into the armed forces of the United States shall be entitled to the benefits of Sections 45059-45060 of the California Education Code and Sections 395.1 and 395.4 of the Military and Veterans Code, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

2. Teachers shall receive one-tenth of the annual salary established for their position for the first thirty (30) days of such military service, in accordance with [law](#). ~~the above listed code sections.~~

M. PEACE CORPS

A leave of absence, not to exceed two complete school years, may be granted to any teacher who is accepted for service in the Peace Corps. Upon return to the service of the District, said teacher shall be granted salary step credit for the period of time the teacher was on leave and shall have any sick leave and unused vacation benefits restored.

An incomplete probationary period, if any, must be completed upon reinstatement.

N. PUBLIC OFFICE

Leave of absence to hold public office may be granted by the Board of Education for a period of time to be determined by the Board.

O. SICK LEAVE

1. The purpose of sick leave shall be for physical and mental disabilities which make the teacher's presence impractical. Teachers may use seven (7) days of sick leave in any calendar year to attend to the illness of their child, parent, spouse, domestic partner, or domestic partner's child.

2. AMOUNT

Effective July 1, 2009, Teachers shall be provided thirteen (13) days of paid sick leave per year. Counselors who work nine (9) extra days shall be provided fourteen (14) paid sick leave days per year.

3. ACCUMULATION

The amount of leave not taken each year under the provisions of this policy shall be accumulated from year to year.

4. LIMITATIONS OF PAY - PERMANENT AND PROBATIONARY TEACHERS

Permanent [and probationary](#) teachers who are absent due to illness, or accident and who have used their current and accumulated sick leave, shall be paid the difference between their gross per diem salary rate and that of a substitute teacher or, if no substitute teacher were employed, the amount which would have been paid to the substitute teacher had

one been employed, for five (5) school months. The five (5) school months ~~or end of the school year~~ period shall begin after the current and accumulated sick leave has been ~~utilized/exhausted.~~ If the school year ends before the teacher has exhausted the five months and the teacher ~~A permanent teacher who is absent for less than five (5) school months when the school year ends, and~~ continues to be absent due to illness or injury at the start of the next school year, he/she shall at the beginning of the subsequent new school year, receive his/her thirteen (13) days of current sick leave for that new school year and then the balance of the five (5) months brought forward from the prior year.

Teachers shall be limited to one five (5) month period per illness or injury.

Following exhaustion of all available leaves and if the teacher is still unable to return to work, the five (5) school months of differential pay, the permanent teacher shall be on unpaid leave status and placed on a thirty-nine (39) month reemployment list as set forth in Education Code sec. 44978.1. Probationary teachers shall be placed on the reemployment list for twenty-four (24) months.

If while on the reemployment list the teacher is medically able to return to work, he/she shall be reinstated into a position for which he/she is credentialed and qualified. The District retains the right to require the teacher to be examined by a physician it has selected as provided in Section A.3., above.

~~Probationary teachers who are absent due to illness, or accident, and who have used their accumulated sick leave, shall be paid the difference between their per diem salary rate and that of a substitute teacher, or, if no substitute teacher was employed, the amount which would have been paid to the substitute teacher had one been employed for the period of five (5) school months.~~

~~Following the five (5) school months of differential pay, the probationary teacher shall be on an unpaid leave status if retained by the district and placed on a twenty-four (24) month reemployment list.~~

5. HOURLY TEACHERS

Regularly employed hourly teachers will be credited with one (1) hour of sick leave for each eighteen and three-tenths (18.3) hours of pay. Unused sick leave will accumulate from year to year.

Earned sick leave for hourly employees will be paid on the basis of the average number of hours of their specific assignment. Payment of sick leave cannot exceed the amount of sick leave accumulated to the day of absence.

6. DISABILITY LEAVE

The District ~~shall~~may grant a leave of absence to any teacher who has applied for a disability allowance from the State Teachers' Retirement System and who has exhausted all other leaves. –This leave shall not exceed thirty (30) days beyond the final determination of the disability allowance. If the teacher is determined to be eligible for the disability allowance by STRS, such leave shall be granted and extended for the term of the disability, but not for more than thirty-nine (39) months unless the employee chooses to resign or retire.

7. REPORT ON UNUSED SICK LEAVE

The District shall provide each teacher with an accounting of the number of days of sick leave he/she has accumulated, plus the number of days to which the teacher is entitled for the current school year. This accounting shall be given to the teacher by the end of the first school month of each year.

8. DONATED SICK LEAVE

- a. Certificated employees may donate sick leave to another member of the certificated employee bargaining unit who qualifies for leave due to an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her full-paid sick leave and other paid time off, an unforeseen event affecting the employee's health, and the employee has exhausted all fully paid leaves of absence.
- b. Employees who choose to donate sick leave may donate from his/her/their accrued sick leave. Employees may donate no more than five (5) days and must have at least ten (10) days of sick leave remaining after donation.
- c. For this situation, sick leave donation shall be made in terms of days and shall be utilized in terms of days.
- d. Employees who would like to donate sick days to a specific employee must complete a Sick Leave Donation form and return said form to the Human Resources Office.
- e. Donations will be transferred to the recipient as needed in the order they are received by the Human Resources Office. Donated sick leave not used by the recipient shall be returned to the individual donors by the end of the fiscal year in question. Recipients shall be entitled to no more than fifty (50) days of donated sick leave.
- f. The recipient of donated sick leave shall be required to exhaust sick leave as it is

credited during the absence ~~due to the unforeseen event.~~

- g. Donated sick leave used by the recipient shall run concurrently with the five (5) month differential pay as outlined in Article XX. Leaves of Absence, Section P, Sub-section- 4.
- h. Nothing in this section shall be interpreted to entitle an employee to a leave of absence, with or without pay. Entitlement to leave shall be regulated by other applicable provisions of this Agreement.
- i. Verification of transfer of days will be provided by the District on an annual basis to the donor employee as well as the beneficiary.

P. SPECIAL OBLIGATION

- 1. In order to participate in a lawful function or event which a teacher conscientiously feels is unavoidable and indispensable to him/her, a one-day leave of absence with pay each year, non-accumulative, may be allowed provided that:
 - a. The function or event is imposed because of an obligation resulting from the teacher's rank, status, or conviction, and
 - b. The teacher notifies his/her supervisor before the end of the working day prior to his/her intended absences, and
 - c. A suitable substitute or other provision for coverage can be made that is mutually agreeable to the teacher and the administrator or supervisor, and
 - d. The teacher receives no remuneration for participation in such function or event, and
 - e. Participation in the function or event can occur only during working hours, and
 - f. The teacher returns to work the same day, if arranged in advance, and if such participation does not require absence of the full working day, for which no less than two (2) days will be chargeable as Special Obligation Leave, and
 - g. In no case will such participation be recreation in nature, and
 - h. No leave will be approved that is provided by any other provision of Policies and Bylaws and Rules and Regulations of the Norwalk-La Mirada Unified School District nor for purposes prohibited therein.

Q. UNPAID LEAVES

A leave of absence for one school year, without pay, may be granted to teachers for any reason deemed acceptable by the Board of Education.

Leaves may be extended for one year by the Board of Education if an acceptable reason is provided.

ARTICLE XXI: SUMMER SCHOOL TEACHERS

- A. Information relative to summer school teaching positions available each year shall be distributed by the Office-Division of Human Resources, within the District six (6) weeks prior to the last instructional day of the current school year. This information shall include all District-required duties, programs, and assessments that are relevant to the teaching assignment. This information shall be distributed to each site and shall be posted in a conspicuous place on a bulletin board at each respective site. A deadline shall be advertised for the filing of applications from teachers for all such summer school teaching jobs.
- B. Appropriate summer school teaching position application forms will be accessible online for all interested teachers. ~~shall be provided by the District and shall be available to teachers upon request from each respective building site administrator or designee.~~ Completed applications shall be filed directly with the Office-Division of Human Resources four (4) weeks prior to the last instructional day of the current school year. ~~by the deadline date as indicated on the application.~~
- C. Selection and appointment of District summer school personnel shall be the direct responsibility of the Assistant Superintendent, ~~of~~ Human Resources or his or her designee in compliance with this article. Selections will be made and announced at least two (2) weeks prior to the last instructional day of the current school year.
- D. Regularly employed teachers of the District shall be given preference over teachers outside the District for summer school placement. The order of preference shall be Permanent, Probationary, Temporary, Substitute, and outside candidates. A current satisfactory evaluation of regular teaching performance is required for consideration for summer school teaching assignments. It is understood that the latest evaluation received by the teacher is the basis of determining satisfactory status. Employees who are currently the subject of a pending investigation or disciplinary action, will not be eligible for summer employment.
- ~~Teachers selected to teach summer school, shall teach no more than two consecutive years in a row. The only exception to this provision would be if no other teachers within the District who have applied are qualified to teach for a particular summer school teaching job, and a vacancy still remains to be filled. The intent of the section is to periodically rotate summer school teaching positions among all qualified applicants.~~
- E. Regular and Special Education Summer School Teachers, Counselors, and Nurses shall be required to work a four (4) up to a five (5) day work week with the following minutes per summer school day:

At the Elementary School Level - 325 minutes.

At the Middle School Level - 325 minutes.

At the High School Level - 343.75 minutes.

All Summer School Teachers and Nurses shall be provided assigned duty free physical relief breaks of no less than twenty (20) minutes total per day inclusive of passing. The schedule of the break(s) shall be determined by each site.

All Regular and Special Education Summer School Teachers, Counselors, and Nurses shall be paid the daily rate enumerated in Appendix I of this Agreement.

ARTICLE XXII: WAGES

- A. The Salary Schedule and Extra Pay rates applicable to all teachers are set forth in Appendices A through K.
- B. The payroll period shall be defined as monthly (tenthly) and salary payments shall be made not later than the last working day of the calendar month teachers are required to work, except December and June.

For December only, the following teacher initiated options shall prevail. If the teacher is signed up for direct deposit of his/her payroll warrants, then the December payroll warrant should be deposited to each such teacher's receiving account by the last District Office working day in December.

If the teacher has not signed up for direct deposit of his/her pay warrants, the December warrant will be mailed.

For June, a teacher will be paid on June 30, and the check will be mailed.

- ~~1-~~ The warrant will be dispensed from a location at the District Office.
- ~~2-~~ The warrant will be mailed to the teacher's home.

Salary payment for services in addition to the teacher's regular assignment shall be made within a reasonable time period following the time that the service was completed.

- C. Assignments of teachers to scale will be in accordance with Appendix L.
- D. Assignments of Permit and Home Base Teachers to scale will be in accordance with Appendices E, F, and G.
- E. Teachers who are required/directed to return to work for the District for any purpose on days not scheduled as regular work-days as exhibited in Appendices N and O, shall be paid at each teacher's respective per diem rate, for each such extra day worked.

A full workday for these purposes is defined as 6.5 hours excluding lunch. Workdays of less than 6.5 hours will be prorated.

- F. Teachers who have completed fourteen (14) or more years of full-time paid service to the District shall receive an additional anniversary increment. The amount shall be reflected in the basic teacher salary schedule.

- G. Teachers who have completed nineteen (19) or more years of full-time paid service to the District shall receive an additional anniversary increment each year. The amount shall be reflected in the basic teacher salary schedule.
- H. Teachers who have completed twenty-three (23) or more years of full-time paid service to the District shall receive a second additional anniversary increment each year. The amount shall be reflected in the basic teacher salary schedule.
- I. Teachers who have completed twenty-nine (29) or more years of full-time paid service to the District shall receive a third additional anniversary increment each year. The amount shall be reflected in the basic teacher salary schedule.
- J. Each fiscal year the District shall pay each teacher with either a Ph.D. or Ed.D. Degree, a bonus sum in the amount of \$1,000 per each fiscal year. Said bonus amount shall be added to each eligible teacher's tenths salary warrant and be subject to the State Teacher's Retirement System employee-employer retirement contributions.

In addition, the parties agree that teachers with Ph.D. or Ed.D. Degree will register the degree with the Division of Human Resources so that the bonus can be paid. In order to receive the bonus, each teacher will have to provide the School District with a photocopy of the respective Ph.D. or Ed.D. degree, or a transcript clearly showing the attainment of a Ph.D. or Ed.D.

- K. Teachers who are required and authorized by the site administrator to use their personal automobiles in performance of their duties shall be reimbursed at the rate of maximum rate allowed per mile by regulation of the Internal Revenue Service.
- L. The District shall not pay any salary rate or extra-duty stipend to any member of the certificated employee bargaining unit, that is not included in either Appendix I, J, or K, of this Agreement. This provision shall include the allocation of Renewal Funds granted to each school site for program renewal.
- M. The basic teachers' salary schedule shall be structured on the basis of equal three and three-tenths percent (3.3%) incremental increases between all steps on the schedule and equal five percent (5%) incremental increases between all scales on the schedule. The last salary increments before anniversary increases for longevity are Scale 1, Step 9; Scale 2, Step 10; Scale 3, Step 11; Scale 4, Step 12; and Scale 5, Step 12.

Anniversary increments for longevity are listed below:

1 st Anniversary – Step 15	3.2% less than Step 20 Increment
2 nd Anniversary – Step 20	6.4% increase over last Salary Increment as noted

above

3 rd Anniversary – Step 24	4.9% increase over 2 nd Anniversary
4 th Anniversary – Step 30	4.9% increase over 3 rd Anniversary

N. The District shall provide a process under which each certificated employee, at his/her option, can cause his/her monthly pay warrant to be directly deposited to the respective teacher's personal checking account in the bank or credit union of his/her choice.

~~O. The parties agree to negotiate the 2016-2017 and the 2017-2018 Wage increase, Health Benefits and Teacher Work Year Calendar and two (2) reopeners.~~

~~P.O.~~ PTAP Support Providers shall receive a stipend of one-thousand, five hundred (\$1,500) per year, pro rata, for services provided to each assigned teacher. Assignments of PTAP Support Providers to assist a specific teacher shall be made by the Director of Head Start/State Preschool Programs. Services shall be provided consistent with the PTAP Support Provider Job Description. The selection process for the position of PTAP Support Provider shall be based on an interview process of qualified candidates.

~~P.~~ Vocational/Work Experience Credit for the purpose of placement on Appendix C (Salary Schedule) will be determined by Human Resources. Experience will be based upon verifiable vocational experience that shall require qualified individuals to provide professional references who can validate work history. This credit (maximum 5 years) may be granted to attract highly qualified individuals whose experience would be beneficial to the District.

- a. Effective July 1, 2013 the District shall insert Appendix C (Vocational Education Teacher Salary Schedule) for Vocational Education Teachers. New Steps added into Scale 1 BA column will be structured on the basis of equal three and three-tenths percent (3.3%) incremental increases.

~~R.Q.~~ ELEMENTARY COMBINATION CLASS

Unit members who volunteer or are appointed to teach combination classes (2 or more grade levels at the elementary level) shall be entitled to receive Extra Duty Pay of \$2,625 (as identified in Appendix J) per school year (tenthly payments). Additionally, unit members who volunteer or are appointed to teach combination classrooms shall be entitled to three additional release days per year for teacher directed planning. In the case where more than one teacher volunteers for the combination classroom position, the teacher with the greatest length of service (as defined in ARTICLE XII.A.1) shall be assigned. If no teacher from the impacted grade levels volunteers, the principal/site administrator shall appoint a teacher for the position from grade levels being impacted. Teachers who volunteer or are assigned to teach a combination class shall, at the conclusion of his/her assignment, be placed at the bottom of the rotation list for any subsequent combination classes at the teacher's grade

level in the following school year. However, the same teacher may volunteer and be selected by the principal/site administrator to serve in a combination setting for consecutive years (if there are no other volunteers).

S.R. BILINGUAL/DUAL IMMERSION CLASSES

Unit members assigned to teach Bilingual and/or Dual Immersion classes shall be entitled to receive Extra Duty Pay of \$1,050 (as identified in Appendix J) per school year (tenths payments). Additionally, unit members assigned to teach Bilingual and or Dual Immersion classrooms shall be entitled to three additional release days per year for teacher directed planning. Only permanent teachers who possess the appropriate credential (BCLAD) will be eligible for these assignments. In the case where more than one qualified teacher volunteers for the Bilingual/Dual Immersion classroom position, the teacher with the greatest length of service (as defined in ARTICLE XII.A.1) shall be assigned. If no qualified teacher volunteers, the principal/site administrator shall appoint a teacher for the position.

ARTICLE XXIII: ALLOCATION OF LOTTERY FUNDS FOR SCHOOL SITE RENEWAL

A. RATIONALE FOR THE ALLOCATION OF LOTTERY FUNDS.

The District and TANLA agree that programs and processes require financial support in order to function effectively. To that end the following agreements have been reached regarding the allocation of a percentage of the lottery funds received by the District in order to facilitate school site projects.

B. SITE ALLOCATION OF LOTTERY FUNDS

1. Twelve percent (12%) of the total California Lottery Funds received by the District each fiscal year, shall be allocated to each school site for use in the attainment of goals and programs established in the site's School Improvement Plan and shall be under the administration and control of the site's School Site Council.
2. All lottery funds shall be allocated to the schools on a per year ADA basis using the prior year's funded rate for Lottery Funds. Each school's ADA is then multiplied by the derived dollar amount and that determines the allocation for each individual school.)
3. These funds may be expended on any legal and instructionally appropriate items, materials, programs or other necessary supplies and equipment that will assist the school in the attainment of improved instructional and educational environment for the students.
4. Should these lottery funds be utilized to provide additional instructional days or hours for teachers, any teacher who volunteers to work such extended days or hours shall be paid at the teacher's per diem rate of pay. All teachers at a site must be given an equitable opportunity to provide such service when such service is utilizing this funding source for payment.

ARTICLE XXIV: HEALTH AND WELFARE BENEFITS

A. FOR THE TERM OF THIS AGREEMENT:

In order to fund expenses of health plans (health insurance, dental insurance, life insurance and vision insurance) for eligible employees and dependents, the District agrees to contribute annually a total amount equal to \$10,350 per benefited employee contribution effective February 1, multiplied by the number of benefited employees to a fund to be designated the Health and Welfare Self Insurance fund (an internal service proprietary fund).

H&W District Contribution of \$1,000,000 (ongoing) that will cover the first \$1,000,000 of any increase in total cost of premiums from plan year to plan year. If total cost of premiums from plan year to plan year exceed \$1,000,000, the increase will be borne by all eligible active employees on a floating percentage tied to the health benefit plan option selected by the benefitted employee (PPO, HMO, Kaiser).

~~In a plan year where the total cost of premiums does not exceed \$1,000,000, district will still contribute the full amount and use any excess to mitigate employee out of pocket expenses for the up and coming plan year.~~

All costs attributable to employee health benefits will be expensed to this fund. Any surplus funds at year-end shall remain in the fund for the following year to defray any future increases in health benefit costs, which may occur. Any rebates of payments shall accrue to the Health and Welfare Self-Insurance Fund.

Subsequent to the District's annual contribution of \$10,350 per benefited employee, as well as the ongoing \$1,000,000 annual contribution directly to the Health & Welfare Self-Insurance fund, should health benefit cost exceed the funds available, the expenses in excess shall be borne by all eligible benefited employees on a floating percentage tied to the Health benefit plan option selected by the employee (PPO, HMO, Kaiser).

A Health Benefit Committee, comprised of representatives of employee bargaining units and management, is charged with the task of annually reviewing the District's health insurance plans and recommending changes. The following health and life insurance plans will be provided:

1. Health Insurance

The District shall offer one of the following two health insurance plans for employees:

Option A – A Fully insured Preferred Provider Organization (PPO)

Option B – A Health Maintenance Organization (HMO)

2. Dental Insurance

The District shall offer dental coverage under the Delta Preferred Dental Program to include spouses, domestic partners (as defined by law), and dependents. The District shall continue to offer one dental Preferred Provider Organization (PPO) and one dental Health Maintenance Organization (HMO).

3. Life Insurance

The District shall offer a life insurance policy, which shall have a death benefit of twenty-five thousand dollars (\$25,000) through a fiscally responsible carrier. This policy shall not be a decreasing term policy.

4. Vision Insurance

The District shall continue to provide the policy currently in effect, Vision Service Plan.

5. Adult School teachers shall receive Health and Welfare benefits in accordance with Article XVIII, Adult Education Teacher.

6. Home teachers shall receive fringe benefits in a manner consistent with past practice.

7. Teachers paid on an hourly basis are not eligible for Health and Welfare Benefit coverage except as provided in Article XVIII, Adult Education Teachers.

8. Annually, the District and the Association may mutually agree to modify any provisions of the insurance plan as well as to seek quotes from other insurance carriers.

- B. Teachers who work a complete school year (183 Days) shall have Health and Welfare benefits under the District's Health and Welfare benefit program effective through the last day of ~~September~~ August of the following year, in accordance with the insurance company's policy with the District. Teachers who are employed subsequent to the first day of the school year and who sign the appropriate enrollment forms by the ~~tenth (10th)~~ end of the month shall have Health and Welfare benefits commence at the beginning of the ~~second pay period~~ month following the signing of the forms which shall be effective through the last day of ~~September~~ August of the following year. ~~All Teachers employed on probationary or temporary contracts after the 10th of September will experience an additional withholding (proration of the employee out of pocket expense) each month during the school year in which they have been hired that will cover H&W expenses for August & September (of the following school year only). This withholding will be determined by the insurance package that is selected by an employee.~~

- C. Teachers who terminate their employment prior to the close of the school year shall have the District's Health and Welfare benefit programs through the last day of the month in which the termination occurs, in accordance with the insurance company's policy with the District.
- D. Teachers shall continue to be covered under the District's Health and Welfare benefit program through the last day of December during the year of which this contract terminates.
- E. A teacher may add or subtract dependents to their selected Health and Dental Insurance program at any time during the school year by completing the necessary forms in the Office of Human Resources, providing that the Insurance Carrier will accept the application. Any person requiring a second addition during the year, other than for purposes of a newborn or adopted child or new spouse or domestic partner (as defined by law) or family because of new spouse or domestic partner (as defined by law), will be assessed a one-time only charge equal to one-half of the insurance cost for that month.
- F. Upon the death of a teacher, the coverage for the District paid health and accident plan in effect at that time shall remain in effect for the teacher's eligible dependents for three (3) months after the end of the month in which the death occurred.
- G. The District shall pay ~~it's~~ contribution and the employee (retiree) shall pay the same contribution as active employees for medical benefits, based on the plan selected (excluding dental, vision and life) for the teacher who has served the District six (6) complete years and spouse/domestic partner, if any, at date of retirement, from the date of retirement for a period of five (5) years or to the age of 65, whichever comes first. The retiree shall remain enrolled in the medical plan he/she was enrolled in during the last year of employment if available, but may switch to another sponsored medical insurance plan during the open enrollment period. Benefits due to any surviving spouse or domestic partner (as defined by law) are defined under Section I. of the following paragraph.
- H. Upon the death of a teacher or retired teacher having served the District twenty (20) years or more, any surviving spouse or domestic partner (as defined by law) shall have the option to enroll or continue health insurance coverage available through the District at no cost to the District.
- I. During the term of this agreement, any teacher who retires shall have the opportunity to enroll in a District medical insurance at no cost to the District. The retired teacher shall have the opportunity to continue medical insurance at his/her cost, for life.

Coverage may be, at the retired teacher's option, for the teacher and eligible spouse/domestic partner.

For married couples employed by the District and entitled to health and welfare benefits, or retired with benefits, the District will provide one plan with no employee contribution for premiums. For retirees this is a medical plan only (no vision, dental, or life).

ARTICLE XXV: PROGRESSIVE DISCIPLINE AND JUST CAUSE

A. DISCIPLINE

1. ~~No unit member shall be disciplined absent “just cause” and according to the principles of “progressive discipline.”~~ The District shall apply the principles of “progressive discipline” and “just cause” when recommending discipline under this Article.
2. The District shall keep all information or proceedings regarding any such actual or proposed discipline confidential except to the extent required by law.
3. This Article shall not apply to statutory notices given pursuant to Education Code, Section 44938, to the release of temporary or probationary certificated employees, or to the dismissal of probationary or permanent certificated employees.

B. ~~3.B. Progressive discipline and correction shall include, but not be limited to, the following WARNINGS/REPRIMANDS:~~

- a. Any ~~V~~erbal or ~~W~~ritten Warning given to a unit member shall include a clear and concise statement of the applicable employment standard or standards of which the unit member has been accused of failing to comply with, and the unit member shall be informed as to the consequences of continued non-compliance or a repeat offense.
- b. Verbal and Written Warnings and Reprimands shall be based on substantiated evidence or a preponderance of evidence standard. ~~No written notices shall be given to any unit member unless he or she has first been given a verbal warning about a similar action or infraction within the past one (1) year.~~
- c. ~~No written reprimand shall be given to any unit member unless he or she has been given one (1) written warning about a similar action or infraction within the past year.~~
- d. ~~All such verbal and written notices shall be based on substantiated evidence.~~
- e.c. In all cases where a unit member’s job performance is at issue, the District shall provide ~~a real and continuing program of a~~ program of positive assistance to the unit member to overcome the alleged deficiencies. Such positive assistance ~~may shall~~ include, but not be limited to, in-service training, conferences and workshops, demonstration teaching and classroom visitations, and other appropriate activities directly related to the alleged deficiencies. These shall normally occur on District time and at District expense.

~~f.d.d. The Association shall be afforded the right to represent the unit member at all stages in the progressive discipline process and the~~ unit member shall have the right to request representation and action by the Association at all stages of the progressive discipline process.

e. In cases of serious misconduct, the foregoing remedial steps need not be taken, and the District may advance the level of discipline such that it is appropriate to the level of misconduct. Serious misconduct that may warrant such action shall include, but is not limited to, willful, wanton, or deliberate violations of District policies or school laws of the state.

C. Suspension Without Pay

~~5. In the case of the suspension of a bargaining unit member, such suspension shall be with pay pending the final outcome of the disciplinary proceedings or without pay if so authorized under provisions of the California Education Code.~~

1. It is the purpose of this section to implement only the provisions of Government Code Section 3543.2(b) permitting suspension without pay for up to 15 days. This section is limited to setting forth the procedures for suspending a certificated employee during the school year. This article is not intended to replace or limit the District's rights under California law to institute dismissal proceedings. It does not apply to suspensions without pay for mandatory or optional leave of absence offenses pursuant to Education Code 44940.
2. No suspension under this section shall be imposed without just cause.
3. The Division of Human Resources shall prepare a written notice stating the specific reasons for the proposed suspension to be given to the unit member prior to implementing the suspension.
4. Within ten (10) days of the receipt of the written notice, a unit member may appeal a suspension of three days or less to the Superintendent/designee, who shall meet with the unit member to hear his/her version of the events. The Superintendent/designee may determine to uphold, reduce, or withdraw the suspension. The Superintendent's/designee's decision shall be final.
5. Within ten (10) days of the receipt of written notice, the employee may appeal the proposed suspension of more than three days pursuant to Level Two of the grievance procedure at Article VIII by filing a written request with the Assistant

Superintendent, Human Resources. If not resolved at Levels Two or Three, the issue to be submitted to the arbitrator at Level Four shall be:

Is the proposed suspension for just cause, and if not, what, if any, is the appropriate discipline? The decision of the arbitrator shall be binding upon the District, the Association, and the employee.

6. If the unit member does not timely file a written appeal, the Division of Human Resources shall notify the employee and the Association of the date that the suspension will be served.

~~3. Should the final outcome of a discipline proceeding result in suspension of the unit member, such suspension may be without pay, but shall not reduce or deprive the unit member of health and welfare benefits until the time of separation or dismissal from the District.~~

~~4. The parties to this Agreement recognize that emergency situations can occur involving a clear, present and serious danger to the health and welfare of employees under which the Education Code authorizes the use of emergency suspension. In cases of emergency suspension, the District shall serve notice and statement of the charges supporting the emergency suspension.~~

~~5. This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code 44932 and 44944.~~

~~6. Public charges or complaints against a bargaining unit member shall be handled in accordance with the directives and procedures established in Norwalk La Mirada Unified School District's Board Policy 1340.~~

ARTICLE XXVI: JOB-SHARE OR SHARED EMPLOYMENT CONTRACT

- A. Job-sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment.
- B. Two unit members may share a job share assignment for a minimum of one (1) year.
- C. Applications for a job-sharing assignment for the following school year shall be filed with the District no later than April 1.
- D. Job Share Agreements shall not be denied except for just cause based on educationally sound reasons and such reasons shall be reduced to writing upon the applicants request in the case of the denial of an application to participate in a job-sharing arrangement. Should the unit member believe that such reasons are not accurate or misrepresent the issues in question, the site administrator, representative(s) from the District administration, the unit member(s), and a representative(s) of the Association shall meet to discuss the reasons cited for the denial to determine their validity. Final decisions regarding job share shall rest with the District.
- E. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked.
- F. The health and welfare benefits may be divided up such that each employee receives fifty percent (50%) of the District contribution toward the benefit package of each job shared or the job sharers may divide the benefit package between themselves in a mutually agreeable manner. In no case will the District be required to contribute additional funding beyond what would have been contributed if the assignment was staffed by one teacher.
- G. Once the job-share contract has specified how the benefits are to be divided, that decision is binding and non-revocable for that school year. However, in no event shall the amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.
- H. Unit members participating in job share shall advance one year of service credit if the job share unit member works a minimum of 50% of the previous school year. Evaluation for service credit advancement shall take place once per year, on July 1. Job share unit members having worked less than 50% shall receive no service credit advancement nor can they accumulate advancement service credit by adding multiple years of job share work.
- I. Unit members entering into a job-sharing arrangement shall complete the Certificated Partnership Teaching Agreement mutually developed by the Association and the District.

- J. Upon the request of the two bargaining unit members, and the approval of the site administrator, a job-sharing assignment may be renewed provided the two unit members notify the District prior to April 1. In the event the two unit members fail to notify the District to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments.
- K. Only permanent employees shall be eligible to participate in job-sharing assignments effective August 1, 2000. However, unit members who are already in established job-share assignments as of August 1, 2000, and who are not permanent employees shall have the ability to continue in such job-share assignments.
- L. In the event that one job-share participant fails to complete the school year in a job-sharing assignment or requests removal from the job-sharing partnership, it shall be the responsibility of the other job-sharing partner to return to full time employment until an acceptable replacement is secured or until the conclusion of that school year, whichever occurs first.

It shall not be the responsibility of the District or the Association to secure job-share partners for those individuals who wish to establish a job-sharing partnership. That responsibility shall rest solely with the individual(s) who wish to enter into a job-sharing partnership.

- M. At the conclusion of a job sharing assignment, if the certificated position still exists or is projected to exist, the partner teacher with the greatest District seniority (Article XII, A.1.a.b.c.) shall remain at the site and the displaced teacher shall be assigned to available openings in the District, prior to teacher initiated transfer, Article XII, C.

In the event that the certificated position does not exist, or is not projected to exist, then the least senior partner teacher of the job share shall be assigned to available openings in the District, prior to teacher initiated transfer, Article XII, C. The most senior partner of the job share will be ranked by first day of paid service with the rest of a site's certificated staff prior to teacher initiated transfer, Article XII, A.1.a.b.c.

ARTICLE XXVII: SPECIAL EDUCATION PROGRAMS AND PROCEDURES

- A. The District shall not normally require a unit member to extend their normal hours of employment in order to participate in the development or review of an Individual Education Program (IEPs). Should an individual unit member have cause to believe the District is not making a good faith effort to adhere to the practice of scheduling IEPs during a time that does not require the extension of their work-day, that unit member may request meeting with the Director of Special Education and a representative of the Association. Should that meeting result in a finding that supports a pattern of over utilization of the extension of the individual member's normal workday, then an arrangement shall be made that will provide the unit member with additional compensation.
- B. Counsel retained to represent the District in any fair hearing or other due process procedure that requires the participation of bargaining unit members, shall consult with the unit member prior to the hearing or procedure regarding preparation for the hearing or procedure.
- C. Adaptive Physical Education teachers shall not normally be required to provide service at more than five (5) school sites. In the event that a DIS/Adaptive P.E. teacher is required to provide service to more than five (5) school sites, the following caseload maximums shall apply:
- Service to six (6) sites shall reduce the maximum caseload number to fifty-one (51).
 - Service to seven (7) sites shall reduce the maximum caseload number to forty-five (45).
- D. Members of the certificated bargaining unit shall not normally be required to provide custodial/restroom/medical care to their students unless the provision of such care was described in their respective job description and/or is part of the student's curriculum or IEP and was explained prior to their acceptance of their employment. When such services and/or care is required, appropriately certified, trained and/or qualified individuals shall only deliver such care.
- E. In order to regularly monitor student/teacher ratios in the Special Education classrooms, a Special Education Task Force Team will be established. The team will meet monthly to review the Special Education staffing ratios for the Severe and Non-Severe classes, as well as monitor the DIS caseloads. The team may make recommendations to the ~~Director of Executive~~ [Director](#), Special Education regarding Special Education caseload numbers and staffing ratios. The task force team members will serve a two-year term and consist of three (3) certificated teachers chosen by the Association and one (1) Special Education administrator/designee. In addition, the District agrees to remove the Visually/DHH classrooms from the overall Severely Handicapped staffing ratio. The ~~Director of Executive~~ [Director](#), Special Education shall make a consistent reasonable effort to provide correct class lists and share all relevant information

regarding class size with the Special Education Task Force Team.

- F. Classes identified for class size ratio in this article shall not be altered or changed without prior agreement with the Association. If a class is renamed, the Executive Director, Special Education ~~Director~~ shall meet and confer with the Association prior to making a change. Renaming of a class shall have no effect on class size ratios.
- G. The District shall utilize the following staffing ratio for the staffing of the Special Education Program:

CATEGORY	Allocation of Teaching Positions	Number of Students Identified
Special Day Classes:		
Pre-K SDC	1	10
Non-Severely Handicapped (Learning Handicapped, Mildly Retarded, Language Disordered)	1	14
Severely Handicapped (Orthopedically Handicapped, Moderately or Profoundly Retarded, Multi-handicapped)	1	10
Aurally Handicapped, Visually Handicapped	1	10
CATEGORY		
Resource Specialist	Maximum of 28	
Language Speech Specialist	Maximum of 55	
DIS/Adaptive P.E.	Maximum of 55	
Inclusion Specialist	Maximum of 20	
DIS/DHH	Maximum of 28	
DIS/VI	Maximum of 18	
DIS/O & M	Maximum of 18	

- H. DIS teachers shall be provided a substitute teacher for any absence, if requested by the DIS teacher.
- I. The District shall make a good faith effort to provide substitute paraprofessional coverage from the first day of absence for all SDC classrooms.
- J. Licensed Speech and Language Pathologist may use up to three (3) business days per school year to attend conferences.

ARTICLE XXVIII: EL CAMINO HIGH SCHOOL, SITE-SPECIFIC PROGRAM GUIDELINES AND PROGRAM OFFERINGS

- A. Article XIV, Section D of the contract shall be waived and replaced with the following: Each teacher shall teach six (6) consecutive periods of forty-five (45) minutes in length followed by a seventh period preparation period of forty-five (45) minutes in length.
- B. It is mutually agreed to those provisions in Article XIV regarding extra pay for teaching a sixth period shall not apply.
- C. Should the District be unable to provide substitute coverage for an absent teacher, the students assigned to that teacher shall be equitably distributed among other teachers. As compensation for providing coverage for the additional students, each teacher who received additional students shall receive a percentage of the substitute pay. That percentage shall be determined as the daily rate of substitute pay divided by the number of teachers that received students from the absent teacher's classroom.
- D. The District shall make a good faith effort to maintain the maximum class size per period, per teacher, at a total of thirty (30) students, or below. No class size shall exceed thirty-five (35) students per period. Should an individual class size exceed thirty-five (35) students, an immediate meeting shall be scheduled between the site administrator, the teacher, and the TANLA Representative to arrive at a mutually acceptable resolution to the class size issue.
- E. All other provisions of the Master Agreement between the Board of Education of the Norwalk-La Mirada Unified School District and the Teachers Association of the Norwalk-La Mirada Area shall remain in force. Minor unforeseen circumstances unique to this program shall be collaboratively resolved through a consensus decision-making process.

ARTICLE XXIX: RAMONA AND DISTRICT PRE-K PROGRAMS, SITE-SPECIFIC PROGRAM GUIDELINES AND PROGRAM OFFERINGS

- A. An annual Pre-K calendar shall be negotiated with TANLA and based on the following principles:
1. Contracted workdays for eleven-month (11) teachers shall be 203. Start date will begin in August.
 2. Student school days will be 195.
 3. All remaining non-contract days shall be applied at the end of the school year.
 4. One (1) teacher prep/student free day and one (1) staff development day prior to the first student school day.
 5. One (1) teacher check-out day the day after the last students school day.
 6. A minimum of one (1) Staff Development day that will coincide with the first trimester Student Free Day for Elementary & Middle School Teachers as negotiated in the Master Calendar.
 7. Same holidays as in the District Master Calendar.
 8. Same Thanksgiving, Winter, and Spring Breaks as in the District Master Calendar.
 9. Parent Orientation Night in lieu of Back-to-School Night and Open House events as provided for the Article XIV, Section K & L.
 10. Training days for Early Head Start Teachers shall be scheduled concurrently unless precluded by the calendar.
- B. Teacher Wednesdays: On the first and third Wednesday of each month, the teachers shall be provided an entire block of time from 3:10 – 4:40 for full-day teachers; 12:30 – 2:00 for morning teachers; and 9:30 – 11:00 for afternoon teachers, for the purposes of team meeting and planning, teacher chosen activities and other educationally-appropriate endeavors. Teachers will be required to remain at the school site during this time unless, they have been excused for educationally appropriate activities at another location. No administrative meetings, training, other interference or administrative events are permitted on these days. On these weeks the site administrator is not permitted to hold any required administrative meeting as provided for under Article XIV, Section H, Number 1. Teachers shall complete required adjunct duty meetings and work that was conducted on 3rd Wednesday but on a day and time of their choosing.
- C. Afternoon break on staff meeting days: The start time on staff meeting days shall be 3:20 to allow for minimum of a fifteen (15) minute afternoon break before the start of the staff meeting. The end time for this meeting shall be 4:30.
- D. Sick Leave: All teachers, TOSA's and Nurses working more than 10 months/183 days will receive illness days at the same equitable rate that teachers who work 10 months/183 day receive. Specifically, that would be as follows:

- 184 days – 197 days: 1 additional illness day for a total of 14 days
- 198 days – 211 days: 2 additional illness days for a total of 15 days
- 212 days – 225 days: 3 additional illness days for a total of 16 days
- 226 days – 240 days: 4 additional illness days for a total of 17 days
- 241 days – 254 days: 5 additional illness days for a total of 18 days

* These illness day allocations will take effect on July 1, 2016

- E. Release time during Home Visits: There shall be no change to the program procedures already in place during Home Visits. This protocol already provides ~~srs~~ teachers the flexibility to allow each teachers to have a minimum of fifteen (15) minute release break without having to travel on and off campus when conducting Home Visits.
- F. A Code of Conduct and attendant penalties for violations of the Code. The Code of Conduct for the Pre-K programs is the following.

1. I will implement positive strategies to support children’s well-being and prevent and address challenging behavior.
- ~~1-2.~~ I will respect and promote the unique identity of each child and family and refrain from stereotyping on the basis of gender, race, ethnicity, or ability.
- ~~2-3.~~ I will follow program confidentiality policies concerning information about children, families, and other staff members, Children’s names and information, as well as the content of any classroom and office files are confidential.
- ~~3-4.~~ I will maintain visual observation of children at all times and not leave children alone or unsupervised at any time while under my care. Children are never to be left alone with a volunteer(s). (This includes no cell phone use or texting while on duty.)~~not allow any child to be left alone or unsupervised while under my direct supervision.*~~
5. I will not maltreat or endanger the health and safety of children in any of the following ways*:
 - i. Use corporal punishment;
 - ii. Use isolation to discipline a child;
 - iii. Bind or tie a child to restrict movement or tape a child’s mouth;
 - iv. Use or withhold food as punishment or reward;
 - v. Use toilet learning/training methods that punish, demean, or humiliate a child;
 - vi. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
 - vii. Physically abuse a child;
 - viii. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child’s family, or;

ix. Use physical activity or outdoor time as a punishment or reward.

~~4.6.~~ ~~use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse or humiliation*. In addition, I will not employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs.~~

~~5.7.~~ I will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.

~~6.8.~~ I will avoid letting personal relationships influence my professional judgment and ~~my work performance~~ performance of my work.

~~7.9.~~ I will refrain from the unlawful manufacture, distribution, dispensing, possession, or use of alcoholic beverage, controlled substance, and tobacco in the workplace or at any activity funded by federal or state funds.

10. I will maintain respect and promote professional relationships with the Los Angeles County Office of Education (LACOE), our own agency, other preschool agencies, family, staff and children.

~~8.11.~~ I will not engage in fraudulent practices in determining, verifying, and documenting program eligibility.

G. All staff, consultants, and volunteers must abide by these standards of conduct and sign their name ~~to a document~~ annually attesting to their understanding of the Code of Conduct ~~and to attest~~ that they will abide by its standards.

H. All violations will be subject to the progressive discipline protocol outlined in the Master Agreement with the exception of the items considered Licensing Type A violations, marked with an asterisk above (~~F3 & F4~~ & F5) and (I) below.

I. *All licensing Type A violations will be subject to the following more stringent protocol:

1. First Offense: Formal written warning in the personnel file.
2. Second Offense: Formal Written Warning in the personnel file with a two-day unpaid suspension.
3. Third Offense: Formal written warning in the Personnel File with a four-day unpaid suspension
4. Fourth Offense: Letter of Reprimand in the Personnel File with a seven-day unpaid suspension
5. Fifth Offense: Termination of Employment

J. Additional Prep Time will be allocated as follows: Two (2) additional hours at the first assessment period; One (1) additional hour at the second assessment period; and one (1) additional hour at the third assessment period; for the purposes of inputting data. This time will be designated during a non-student day, ~~or~~ through the use of roving substitutes,

~~or release from a staff meeting. depending on upon what issues are required to be addressed on the non-student day and shall apply only to Early Head Start Teachers.~~

K. PRE-K CLASS SIZE

1. Preschool half day classes will be at 24 students per class.
2. Maximum staffing ratios for Head Start classes will be as follows:

- 3 year olds	-	17
- 4 year olds	-	18
- Combo Classes	-	18
- Half-Day Classes	-	19

3. In the occasion where two or more Permanent teachers have selected the same classroom preferred assignment, District level seniority shall be used to select the teacher to be assigned. (Article 12).
- ~~4. Those five (5) year old students who are not placed in Transitional Kinder (TK) will be placed in an available vacancy or on a waiting list.~~

L. PROTOCOL FOR HOME VISITS

1. Administration shall notify staff when potentially unsafe neighborhood issues are known, via District e-mail and via hard copy readily seen postings at each campus.
2. Teachers shall follow the following instructions when encountering potentially unsafe situations in neighborhoods where home visits are conducted:
 - i. Ask the family member for directions as well as the home address.
 - ii. Arrive on time.
 - iii. Establish the purpose of the home visit.
 - iv. Program 911 into cell phone as well as 562-929-1677 (NLMUSD School Safety).
 - v. Carry only what is needed for the visit in a single bag.
 - vi. Park car so it is possible to drive out easily and quickly if necessary.
 - vii. When leaving campus for a home visit, sign-out with the name of the child being visited and the time of the appointment.
 - viii. Pair up with an assigned Family Services Worker or a classroom Paraeducator (with prior permission) when going to risky neighborhoods or homes. If not sure about a neighborhood or home, consult with the Family Services Worker or administrator.
 - ix. Put own safety first. If anything is out of the ordinary that is of concern do not proceed with the home visit. Call family (w/*67 to hide phone number) informing them that the home visit is being rescheduled, then call the

program administrators with the reason the visit was not held.

- x. Once inside, sit between the door and the family for a quick exit if needed. Leave if feeling unsafe at any time and reschedule the visit. (Look at watch/phone. Say, "I'm so sorry, but I just realized I have another appointment and I need to leave.") If anything unusual (unsafe) occurred during the visit, call NLMUSD School Safety after leaving to report the issue.
- xi. If in the event it is felt that the neighborhood is not safe for a visit, it is acceptable to meet in a public place, if mutually agreeable with the parent.

M. TRANSFER POLICY

1. Transfer procedures would adhere to those outlined in Master Agreement Article XII.
2. Teachers wanting to transfer would need to apply and would have to meet all the conditions and requirements of the new position.
3. Approved selections and offers would be by district-wide seniority.
4. This would apply for teachers moving from a 10-month position to an 11-month or 12-month position and from an 11-month to a 12-month position.

N. ~~SPECIAL EDUCATION CLASSROOM AT RAMONA~~ Preschool Setting facilitated by the Special Education Department.

1. ~~Two~~ Up to two collaborative ~~Special Education~~ classrooms may be established ~~for the Ramona Head Start program only shall have~~ at the Preschool level with the following staffing requirements:
 - a. One (1) SPED Preschool teacher shall ~~be split evenly in time and responsibilities between both classrooms to perform as an RSP teacher at the Pre-school level and to serve only students at the Ramona site. provide Special Education students in this setting in addition to other students requiring special education services at other campuses throughout the District. Given the additional collaboration and instruction demands at the pre-school level, the~~ The caseload for said teacher shall not exceed a combined total of twenty (20) students, which is less than the maximum of twenty-eight (28) students for an RSP SPED teacher, as stated in the Master Agreement.
 - b. ~~Up to t~~ Two (2) half-day/six (6) hour permit teachers shall be supervised and evaluated by District-level ~~SPED~~ Special Education A administrators. Said teachers shall not perform home visits but shall participate in the IEP process as the General Education teacher of their assigned students.

- O. This Article supersedes all previous MOUs between TANLA and the District concerning all Preschool Programs.

ARTICLE XXX: SHARED ~~MANAGEMENT AND~~ DECISION-MAKING AT SCHOOLS

The role of the District Office is to assist schools in increasing student achievement for all students. The focus or decisions on student achievement that occurs between the District administration, school sites, employee organizations, and stakeholders involves dialogue, review and clarification of issues, sharing of information and data, and resolution of conflicts.

A. SUPERINTENDENT'S CABINET

1. The ongoing membership of the Superintendent's Cabinet shall consist of ~~Central District~~ Office administrators, representatives from each employee organization, and Principal and teacher representatives from each level. Other personnel may participate as needed.
2. This District body reviews the initiation and modifications of programs and practices that influence the progress of learning for all students. The Superintendent's Cabinet has an active role in reviewing, providing input and assistance to ensure the decisions and directions are systemic and implemented with defined guidelines at each site, while providing an avenue for site creativity that enriches their programs for students.
3. Minutes from the Cabinet meetings will be sent to all employees and the Board of Education.
4. The President of TANLA and the Executive Director of TANLA shall be members of the Superintendent's Cabinet, along with teacher representatives from each level (chosen by TANLA) and the District Teacher of the Year. Should TANLA so desire, they may replace the Executive Director's position on the Cabinet with an appointee from the TANLA Board of Directors. If TANLA should exercise the option of replacing the Executive Director with an appointee, then the appointee shall be provided with full release days, subtracted from the Association days granted in Article 6: Organizational Security, for the purpose of attending Superintendent's Cabinet meetings.
5. The Assistant Superintendent of Educational Services or designee would serve as the liaison between the schools and the Cabinet, as well as be the monitor for the site process for evaluation purposes. The teachers (TANLA), classified (CSEA) and administrative (NLMAA) representatives would also serve as liaisons for communications and conflict resolutions.

B. PROFESSIONAL LEARNING COMMUNITIES (PLCs)

1. We believe that Professional Learning Communities (PLCs) are a critical component in the success of our instructional and extracurricular programs. Professional Learning Communities are an ongoing process in which educators work collaboratively in recurring

cycles of collective inquiry and action research to achieve better results for the students they serve. Professional Learning Communities operate under the assumption that the key to improved learning for students is continuous job-~~e~~embedded learning for educators. The elements of the PLC process are as follows:

- a. A Focus on Learning
- b. A Collaborative Culture With a Focus on Learning for All
- c. Collective Inquiry Into Best Practice and Current Reality
- d. Action Orientation: Learning by Doing
- e. A Commitment to Continuous Improvement
- f. Results Orientation

(Taken from DuFours)

2. Administrators shall work with teachers to ensure the construction of a shared vision, develop trust and relationships, and nurture a program of continuous learning within the context of Professional Learning Communities.

3. Professional Learning Communities must work, plan, and take action collectively on behalf of increased learning for students; administrators shall discuss what is known about creating such communities of professionals in schools.

C. SHARED DECISION-MAKING COUNCILS (SDMCs)/LEADERSHIP TEAM

1. PARAMETERS

a. Parameters are guidelines and checkpoints for decision-making. The following parameters guide the work of SDMC's/Leadership Team:

~~1. Be accountable for all site decisions made that are within the scope of decision making.~~

~~2.1.~~ Adhere to Board policy, negotiated agreements, and Federal and State guidelines/regulations or seek a waiver.

~~3.2.~~ Assess annually local PLC and Shared ManagementAnnually assess site PLCs as it relates in relation to increased student achievement.

~~4. Ensure awareness and support from Board of Education and District.~~

~~5.3.~~ Be consistent with the District goals, objectives, and standards.

~~6. Collaborate and coordinate with District and others affected.~~

~~7. Involve school community and stakeholders.~~

~~8.4.~~ Use the school plan to support rationale for direction and decisions.

2. SCOPE

a. Shared Decision-Making Councils/Leadership Teams must develop and implement

School Plans that focus on teaching, learning, student achievement, and behavior management. The key to the development of the School Plan is the use of data as provided by the Site, District and the State. ~~The requirements of state and federal statutes, guidelines, regulations, School Board Policy and collective bargaining agreements must be met. A waiver process is available for decisions that require changes in the preceding documents.~~

b. All ~~scope area~~ decisions must be within District/State and/or Federal Guidelines and Collective Bargaining Agreements.

~~e. Each site must, on an annual basis, review the following scope areas and document through agendas/minutes which scope areas they will be addressing in the following year. This review can be accomplished through surveys, task forces, and other processes provided for use or developed by the sites.~~

~~c. Scope Areas for shared decision making are~~ Shared Decision-Making Councils/Leadership Teams must develop ~~are intended~~ to focus on student learning goals, instruction, and climate. ~~The areas that a school site will focus on are:~~

~~b.~~

~~e. Personnel Recommendation Panel Recommendations~~

~~d. Budget (Funds under control of the SSC)~~

~~e. Reform Models/Interventions/Programs (Site Specific)~~

~~f. Site Staff Development (Data based, Implements School Plan)~~

~~g. Scheduling (Time within the day)~~

~~h. Attendance/Discipline (Must be reviewed every 4 years)~~

a. CONSENSUS DECISION-MAKING PROCESS

1. Each Shared Decision-Making Council/Leadership Team is expected to use the consensus process, as they implement shared decision-making.

2. Consensus is defined as a “when participants whose support is needed to implement a decision have input into making the decision, agree with/to the decision, and express a commitment to support its implementation general agreement or concord.” ~~”~~ Consensus is a process that requires informed dialogue, decisions, actions, and evaluation. The consensus process allows decision making to be made based on trust and belief in the strength of shared responsibility.

~~2. Mover to Number 1~~

D. WAIVERS

1. The District, TANLA, CSEA, and the educational community of the Norwalk-La Mirada Unified School District, recognize and encourage innovation and flexible working environments with the potential to improve learning opportunities for students as well as working environment for employees. For this purpose, TANLA and the District stand ready to consider waivers to established provisions of the Master Collective Bargaining Agreement provisions.
2. In order for a waiver to be considered by TANLA and the District, the following conditions must be met:
 - a. Approvals of waivers are not automatic, but subject to the approval of appropriate entities before implementation is possible.
 - b. School sites may make application for a waiver of any provision of the Master Collective Bargaining Agreement directly to the Board of Directors of TANLA.
3. All applications for a waiver shall be in writing and must include the following items:
 - a. A written statement of the desired modification to contract citing the specific Article.
 - b. A rationale for the desired modification.
 - c. Signature of no less than ~~66%~~^{80%} of the members of the certificated bargaining unit assigned to the site.
 - d. The term of the waiver request. A waiver may not be submitted for a term exceeding one (1) year. (Waivers that have been approved three consecutive times shall be considered the operational norm for that site. It would then require a request signed by ~~66%~~^{80%} of the certificated bargaining unit members at that site to return to the controlling provisions of the Master Collective Bargaining Agreement.)
 - e. Waiver requests shall require a two-thirds vote of approval by the TANLA Board of Directors and a majority of the Norwalk-La Mirada Unified School District's Board of Education. If either body fails to approve the waiver request, then said waiver shall be deemed to have been denied.
 - f. Should waiver requests involve any Ed. Code provisions, the approval process would start with the Superintendent's Cabinet whose body includes the District's General Counsel.

ARTICLE XXXI: CONFORMITY TO LAW

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

ARTICLE XXXII: SUPPORT OF AGREEMENT

The Association agrees that there shall be no strikes, work stoppages, slowdowns, or other concerted refusals by teachers in the bargaining unit to perform work during the term of the Agreement. The Association, as defined in Article I, Agreement, shall make all reasonable efforts to induce members of the negotiating unit to conform to this Article.

ARTICLE XXXIII: SIGNATURES

The signatures which follow indicate that the Agreement has been ratified by the Board of Education and the Association:

<hr/>	<hr/>
Karen Morrison Chris Pflanzer	Clayton Walker
Date	
Board President	Association President

<hr/>	<hr/>
Hasmik J. Danielian Ed.D.	Maureen Quiros
Superintendent	Association Bargaining Chair
Date	Date

APPENDIX A: TEACHER SALARY SCHEDULE (183 WORKDAYS - 180 TEACHING DAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2015

STEP	SCALE 1 BA	SCALE 2 BA + 30 OR MA	SCALE 3 BA + 45	SCALE 4 BA + 60 INC. MA (OR) BA +75	SCALE 5 BA + 75 INC MA
1	50411	52932	55579	58358	61276
2	52075	54679	57413	60284	63298
3	53793	56483	59307	62272	65386
4	55568	58346	61263	64326	67542
5	57402	60272	63286	66450	69773
6	59296	62261	65374	68643	72075
7	61253	64316	67532	70909	74454
8	63274	66438	69760	73248	76910
9	65362	68630	72062	75665	79448
10		70895	74440	78162	82070
11			76897	80742	84779
12				83406	87577
15*	67389	73093	79281	85992	90293
20**	69545	75432	81818	88744	93182
24***	72953	79128	85827	93092	97748
30****	76528	83005	90033	97654	102538

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 03/07/2016

Effective: 07/01/2016

APPENDIX B: TEACHER SALARY SCHEDULE (202 WORKDAYS – 192 WORKDAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2015

STEP	SCALE 1111 BA	SCALE 1112 BA + 30 OR MA	SCALE 1113 BA + 45	SCALE 1114 BA + 60 INC MA (OR) BA + 75	SCALE 1115 BA + 75 INC MA
1	55642	58424	61345	64412	67633
2	57478	60352	63370	66539	69866
3	59375	62344	65461	68734	72171
4	61334	64401	67621	71002	74552
5	63358	66526	69852	73345	77012
6	65449	68721	72157	75765	79553
7	67609	70989	74538	78265	82178
8	69840	73332	76999	80849	84891
9	72145	75752	79540	83517	87693
10		78252	82165	86273	90587
11			84876	89120	93576
12				92061	96664
15*	74382	80678	87508	94916	99661
20**	76762	83260	90308	97953	102850
24***	80523	87340	94733	102753	107890
30****	84469	91620	99375	107788	113177

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 03/07/2016

Effective: 07/01/2016

**APPENDIX C: VOCATIONAL EDUCATION TEACHER SALARY SCHEDULE
(183 WORKDAYS – 180 TEACHING DAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
Effective: July 1, 2015**

STEP	SCALE 1 BA	SCALE 2 BA + 30 OR MA	SCALE 3 BA + 45	SCALE 4 BA + 60 INC. MA (OR) BA +75	SCALE 5 BA + 75 INC MA
1	63273	66437	69759	73247	76909
2	65361	68629	72060	75663	79446
3	67518	70894	74439	78161	82069
4	69746	73233	76895	80740	84777
5	72048	75650	79433	83405	87575
15*	74282	77996	81896	85991	90291
20**	76659	80492	84517	88743	93180
24***	80415	84436	88658	93091	97746
30****	84355	88573	93002	97652	102536

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 03/07/2016

Effective: 07/01/2016

APPENDIX D: COUNSELOR SALARY SCHEDULE
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2015

STEP	SCALE 9 ELEMENTARY AND MIDDLE 183 WORK-DAYS (10 MO)	SCALE 10 HIGH SCHOOL 192 WORK-DAYS (11 MO)
1	72073	75597
2	74451	78092
3	76908	80669
4	79446	83331
5	82068	86081
6	84776	88922
7	87574	91856
15*	90289	94704
20**	93179	97735
24***	97745	102524
30****	102535	107548

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 03/07/2016

Effective: 07/01/2016

APPENDIX E: PERMIT TEACHER SALARY SCHEDULE (6HR/183 WORKDAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2016

STEP	SCALE 15 Annual Rate	SCALE 16 EARNED AA DEGREE OR HIGHER Annual Rate	SCALE 17 BACHELOR OF ARTS OR BACHELOR OF SCIENCE Annual Rate	SCALE 18 BA + 30 OR MA Annual Rate
1	24520	25770	27040	28390
2	25790	27060	28440	29860
3	27050	28420	29830	31320
4	28470	29870	31370	32940
5	29870	31370	32930	34580
6	31360	32910	34580	36310
7	33050	34650	36380	38200
8	34650	36380	38190	40100
15*	35640	37400	39280	41240
20**	36780	38590	40550	42580
24***	38880	40790	42860	45000
30****	41080	43110	45290	47550

NOTE: Any Preschool teacher required to perform extra work outside their normal assigned workday, shall be paid for said work. Compensatory time off shall not be used to entice permit teachers to do extra work beyond their normal 6 hour workday.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 08/22/2016

Effective: 07/01/2016

APPENDIX F: PERMIT TEACHER SALARY SCHEDULE (8HR/203 WORKDAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2016

STEP	SCALE 21 Monthly Rate	SCALE 22 EARNED AA DEGREE OR HIGHER Monthly Rate	SCALE 23 EARNED B.A. OR B.S. DEGREE OR HIGHER Monthly Rate	SCALE 24 BA + 30 OR MA
1	3318	3489	3660	3843
2	3491	3665	3851	4044
3	3662	3847	4039	4241
4	3855	4045	4246	4458
5	4045	4246	4459	4682
6	4244	4457	4681	4915
7	4475	4692	4925	5171
8	4692	4925	5169	5427
15*	4823	5066	5320	5586
20**	4978	5227	5488	5762
24***	5262	5524	5800	6090
30****	5561	5836	6130	6437

NOTE: Any Preschool teacher required to perform extra work outside their normal assigned workday, shall be paid for said work. Compensatory time off shall not be used to entice permit teachers to do extra work beyond their normal 6-hour workday. This is a positive work calendar with no paid vacation.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 03/07/2016

Effective: 07/01/2016

APPENDIX F-1: TEACHER SALARY SCHEDULE (8HR/223 WORKDAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2015

STEP	SCALE 101 BA	SCALE 102 BA + 30 OR MA	SCALE 103 BA + 45	SCALE 104 BA + 60 INC MA (OR) BA +75	SCALE 105 BA + 75 INC MA
1	61426	64497	67722	71108	74663
2	63453	66626	69957	73455	77128
3	65547	68824	72265	75878	79672
4	67710	71096	74651	78384	82303
5	69944	73441	77113	80969	85017
6	72252	75865	79658	83641	87823
7	74636	78368	82286	86400	90720
8	77099	80954	85002	89252	93715
9	79643	83625	87806	92196	96806
10		86385	90704	95239	100001
11			93697	98382	103301
12				101629	106710
15*	82113	89064	96602	104780	110019
20**	84740	91914	99694	108133	113539
24***	88892	96418	104579	113432	119102
30****					
* 93248	93248	101142	109703	118990	124938

This is a positive work calendar with no paid vacation.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 03/07/2016
 Effective: 07/01/2016

APPENDIX F-2: TEACHER SALARY SCHEDULE (8HR/202 WORKDAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2015

STEP	SCALE 101 BA	SCALE 102 BA + 30 OR MA	SCALE 103 BA + 45	SCALE 104 BA + 60 INC MA (OR) BA +75	SCALE 105 BA + 75 INC MA
1	55641	58423	61344	64411	67632
2	57477	60351	63369	66537	69864
3	59374	62343	65460	68733	72170
4	61333	64400	67620	71001	74551
5	63357	66525	69851	73344	77011
6	65448	68720	72156	75764	79552
7	67608	70988	74537	78264	82177
8	69839	73331	76998	80848	84890
9	72144	75751	79539	83516	87692
10		78251	82164	86272	90586
11			84875	89119	93575
12				92060	96663
15*	74381	80677	87507	94915	99660
20**	76761	83259	90307	97952	102849
24***	80522	87339	94732	102752	107889
30****	84468	91619	99374	107787	113176

This is a positive work calendar with no paid vacation.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 03/07/2016

Effective: 07/01/2016

APPENDIX G: PERMIT/HOME BASE TEACHER SALARY SCHEDULE (8HRS/183 WORKDAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2016

STEP	SCALE 21 Annual Rate	SCALE 22 EARNED AA DEGREE OR HIGHER Annual Rate	SCALE 23 EARNED B.A. OR B.S. DEGREE OR HIGHER Annual Rate	SCALE 24 BA + 30 OR MA Annual Rate
1	31440	32700	36050	37850
2	33030	34360	37940	39840
3	34670	36060	39760	41750
4	36510	37970	41820	43910
5	38300	39840	43900	46100
6	40190	41800	46100	48410
7	42380	44070	48520	50950
8	44440	46210	50930	53480
15*	45650	47480	52380	55000
20**	47110	48990	54050	56750
24***	49820	51820	57130	59990
30****	52660	54770	60380	63400

NOTE: Any Preschool teacher required to perform extra work outside their normal assigned workday, shall be paid for said work. Compensatory time off shall not be used to entice permit teachers to do extra work beyond their normal 8-hour workday. This is a positive work calendar with no paid vacation.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 08/22/2016

Effective: 07/01/2016

APPENDIX G-1: PERMIT/HOME BASE TEACHER SALARY SCHEDULE
 (8HRS/235 WORKDAYS/12 MONTHS)
 NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2015

STEP	SCALE 18 Monthly Rate	SCALE 19 EARNED AA DEGREE OR HIGHER Monthly Rate	SCALE 20 BACHELOR OF ARTS OR BACHELOR OF SCIENCE Monthly Rate	SCALE 21 BACHELOR OF ARTS + 30 OR MA Monthly Rate
1	3499	3673	3858	4051
2	3677	3861	4059	4262
3	3859	4054	4256	4469
4	4064	4263	4475	4699
5	4263	4475	4698	4933
6	4473	4696	4933	5180
7	4716	4946	5192	5452
8	4946	5192	5450	5723
15*	5081	5336	5606	5886
20**	5243	5508	5784	6073
24***	5545	5821	6114	6420
30****	5861	6152	6461	6784

This is a positive work calendar with no paid vacation.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 03/07/2016

Effective: 07/01/2016

APPENDIX H: ADULT EDUCATION SALARY SCHEDULE
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2015

STEP	SCALE 11 REGULAR Hourly Rate	SCALE 12 BA + 30 OR MA Hourly Rate	SCALE 13 BA + 75 INC MA Hourly Rate
1	\$40.44	\$41.59	\$42.88
2	\$42.52	\$43.75	\$45.10
3	\$44.66	\$46.03	\$47.39
4	\$46.75	\$48.15	\$49.60
5	\$48.83	\$50.24	\$51.78
6	\$50.97	\$52.49	\$54.03
7	\$53.06	\$54.68	\$56.28
8	\$55.14	\$56.79	\$58.52
15*	\$55.47	\$57.13	\$58.89
20**	\$57.26	\$58.96	\$60.78
24***	\$59.06	\$63.03	\$64.90
30****	\$64.30	\$70.46	\$72.41

MONTHLY RATES

Adult Education teachers who work every day schedule each year by the adult school (school day plus orientation days) and who are assigned 25 to 30 hours per week shall be assigned to the regular Teacher Salary Schedule for pay purposes. No full time Adult Education Teacher can serve as a full time regular classroom teacher in this District or any other at the same time.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 03/07/2016
 Effective: 07/01/2016

APPENDIX H-1: TEACHER SALARY SCHEDULE (8HR/202 WORKDAYS – 11 MONTHS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2015

STEP	SCALE 106
1	73800
2	76235
3	78751
4	81350
5	84035
6	86808
7	89673
8	92632
9	95689
15*	98656
20**	101813
24***	106802
30****	112035

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Adopted: 03/07/2016

Effective: 07/01/2016

APPENDIX H-2: CREDENTIALLED SPEECH & LANGUAGE PATHOLOGIST
 (187 WORKDAYS – 11 MONTHS)
 NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2016

STEP	Annual
1	\$70,000
2	\$72,450
3	\$74,986
4	\$77,610
5	\$80,327
6	\$83,138
7	\$86,048
8	\$89,060
9	\$92,177
10	\$95,403
11	\$98,742
12	\$102,198
13	\$105,775
14	\$109,477
15	\$113,309
***20	\$118,974
***25	\$124,923

*The maximum step allowed for comparable experience prior to NLMUSD employment shall be commensurate with verified years of prior service (as approved by Human Resources) before becoming a district employee.

**Clinical experience in the private sector for a Speech Pathologist who possesses a credential prior to an offer of employment with NLMUSD, may be used for step placement upon verification.

***Longevity Stipends: At the conclusion of 19 and 24 years of creditable service in the district (inclusive of comparable experience approved) a 5% stipend shall be paid annually.

APPENDIX I: HOURLY, DAILY, & INTERMITTENT PAY
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: January 1, 2016

<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>BASED ON:</u>
SUMMER SCHOOL ELEMENTARY SCHOOL	\$ 190.47 per day Per hourly rate in effect (2017: \$36.77)	325 Minute Day
SUMMER SCHOOL MIDDLE SCHOOL	\$ 190.47 per day Per hourly rate in effect (2017: \$36.77)	325 Minute Day
SUMMER SCHOOL HIGH SCHOOL	\$ 201.42 per day Per hourly rate in effect (2017: \$36.77)	343.75 Minute Day
HOME TEACHER	\$ 33.23 per hour Per hourly rate in effect (2017: \$34.76)	

APPENDIX J: EXTRA PAY FOR EXTRA DUTY
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: January 1, 2016

ASSIGNMENTS	PER ASSIGNMENT RATE	PER ASSIGNMENT Per week Post Season Pay
1. High School Athletics		
Athletic Director	\$4,391	
Athletic Director-Assistant	\$3,301	
Varsity Baseball-Head	\$3,266	\$174
Varsity Baseball-Assistant	\$2,549	
JV Baseball-Head	\$2,549	
Freshman Baseball-Head	\$2,282	
Varsity Basketball-Head	\$3,339	\$174
Varsity Basketball-Assistant	\$2,555	
JV Basketball-Head	\$2,555	
Sophomore Basketball-Head	\$2,463	
Freshman Basketball-Head	\$2,370	
Cross Country-Head	\$2,665	\$118
Cross Country-Assistant	\$2,232	\$118
Varsity Football-Head	\$3,927	\$234
Varsity Football-Assistant	\$2,789	\$174
JV Football-Head	\$2,702	
JV Football-Assistant	\$2,479	
Sophomore Football-Head	\$2,384	
Sophomore Football-Assistant	\$2,313	
Freshman Football-Head	\$2,579	
Freshman Football-Assistant	\$2,313	
Golf-Head	\$2,619	\$59
Gymnastics-Head	\$3,083	\$118
Gymnastics-Assistant	\$2,212	\$118
Varsity Soccer-Head	\$3,025	\$174
Varsity Soccer-Assistant	\$2,282	\$59
JV Soccer-Head	\$2,282	
JV Soccer-Assistant	\$2,282	
Freshman Soccer-Head	\$2,282	
Freshman Soccer-Assistant	\$2,282	
Varsity Softball-Head	\$3,266	\$174
Varsity Softball-Assistant	\$2,549	
JV Softball-Head	\$2,549	
Varsity Swim Team-Head	\$3,232	
Varsity Swim Team-Assistant	\$2,335	

EXTRA PAY FOR EXTRA DUTY – CONTINUED**1. High School Athletics (Cont.)**

	PER ASSIGNMENT RATE	PER ASSIGNMENT Per week
Varsity Water Polo-Head	\$3,232	
Varsity Water Polo-Assistant	\$2,335	
Varsity Tennis-Head	\$2,819	\$118
JV Tennis-Head	\$2,282	
Varsity Track-Head	\$3,266	\$118
Track-Assistant	\$2,357	\$118
Varsity Volleyball-Head	\$3,098	\$174
JV Volleyball-Head	\$2,431	
Sophomore Volleyball-Head	\$2,282	
Freshman Volleyball-Head	\$2,212	
Wrestling-Head	\$3,114	\$118
Wrestling-Assistant	\$2,387	\$118

2. Other High School Activities

Band Director	\$5,887	\$175
Coordinator of Activities	\$5,382	
El Camino High School Coordinator of Activities	\$2,690	
Drill Team Director	\$2,840	
Pep Squad	\$2,840	
Forensics-Head	\$2,513	
Forensics-Assistant	\$1,602	
News Releases	\$1,439	
Technical Stage Director	\$2,695	
Play & Productions Directors (Per Production)	\$2,492	
Yearbook Advisor	\$2,843	
Newspaper Advisor	\$3,068	
Academic Decathlon Coach	\$2,474	

3. High School Department Heads

7 to 14 Sections	\$1,025	
15 to 20 Sections	\$1,310	
21 to 45 Sections	\$1,594	
46 to 70 Sections	\$1,889	
71 to 95 Sections	\$2,180	
96 plus Sections	\$2,469	
El Camino (2 Positions)	\$1,011	
Adult Education	\$1,025	

EXTRA PAY FOR EXTRA DUTY – CONTINUED

PER ASSIGNMENT RATE

4. Other Assignments, All levels

Assessment Liaison (One per school)	\$1,760 per school year
Peer Assistance and Support Teacher	\$1,689 - \$6,758
Intern Support Provider	\$299 per semester X # new teachers (4 max)
Onsite Support Provider for New Teachers	\$299 per semester X # new teachers (4 max)
Tutorial Program	\$31.48 per hour
Homework Helpline	\$31.48 per hour
Honor Band	\$607
Driver Training Coordinator	\$34.61 per hour
Saturday School Teacher – Migrant Ed	\$33.08 per hour
Student Supervision Duty (Provided when necessary)	\$26.43 per hour
Nurses	\$5,632 per school year
After School Work Stipend	Hourly rate based on daily substitute rate (\$30.07)
Middle School Coaching	\$31.11 per hour
English to Spanish/Second Language Translations	\$24.86 per hour
Bilingual Area Resource Teacher	Three (3) \$6,519 stipends for three (3) positions only to be funded exclusively by Categorical Aid Funds. Stipends for 180 hours of additional work above and beyond the normal required 183 workdays. The 180 hours shall be subject to verification and audit.
Extra Pay	\$30.83 per hour
Combo Classes (Elementary Level)	\$2,625 per school year
Bilingual Dual Immersion	\$1,050 per school year
Speech & Language Pathologist (Waiver)	\$1,050 per school year
District Level TOSA (Excludes TOSA Admin)	\$5,632
Technology Teacher	\$5,632

EXTRA PAY FOR EXTRA DUTY – CONTINUED

PER ASSIGNMENT RATE

4. Other Assignments, All levels

(IWP) District Literacy Specialist	\$2,625 per school year
(IWP) Pathway Counselor	\$1,050 per school year
(IWP) Data Specialist	\$5,250 per school year
(IWP) Pathway Teacher	\$525 per school year & \$105 per meeting attended (\$525 maximum). (IWP) Pathway teachers may participate in five (5) voluntary after school meetings (each school year that they hold this title) where they will be compensated at a rate of \$105 per meeting attended for a maximum not to exceed \$525.
(IWP) Control Teacher	\$525 per school year
Middle School Play Productions Directors (Per Production)	\$1,050
Middle School Play Productions Directors' Assistant (Per Production)	Stipend Paid to one (1) volunteer teacher selected by the Principal for purposes of providing support to students who participated in play or productions (from the beginning until completion of production). This stipend will be paid for a maximum of two (2) plays or productions developed in a single school year. \$682.50
	Stipend paid to no more than two (2) volunteer Teachers selected by the Principal for purposes of providing support to students who participate in plays or productions (from the beginning until completion of production). This stipend will be paid for a maximum of two (2) play or productions developed in a single school year.

(a) It is understood that the purpose of this article and Appendix J is to establish stipend rates of pay for extra duty only if a school or district desires to fund such a position. There is no intent to fund, commit funding or create all of the positions listed in Appendix J.

APPENDIX K: CATEGORICAL, GRANTS & FIXED COSTS PROGRAM
 NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: January 1, 2016

<u>ASSIGNMENT</u>	<u>RATE</u>
Master Training Teacher (Full Assignment-Per Semester)	\$655 (Agreement limit)
Master Training Teacher (Full Summer School Assignment)	\$298 (Agreement limit)
Categorical Aide Program Facilitator	\$1,406
GATE Teachers (Elementary & Secondary)	\$570 per assignment per school year
Resource Teacher Categorical/Bilingual Programs	One (1) \$6,090 stipend for one (1) position only, to be funded exclusively by Categorical Aid Funds. Stipends for 180 hours of additional work above and beyond the normal required 183 workdays. The 180 hours shall be subject to verification and audit.

APPENDIX L: SALARY POLICY

SALARY POLICY

A. ASSIGNMENT TO TEACHERS' SCALE

1. Scale 1 – Bachelor's degree and a regular credential.
2. Scale 2 – Bachelor's degree and a regular credential plus (1) thirty semester hours of upper division or graduate work with a grade of C or better, earned after the granting of the Bachelor's degree, or (2) earned Master's degree and/or Juris Doctorate (J.D.).
3. Scale 3 – Bachelor's degree and a regular credential plus forty-five semester hours of upper division or graduate work with a grade of C or better earned after the granting of a Bachelor's degree.
4. Scale 4 – Bachelor's degree and a regular credential plus sixty semester hours of upper division or graduate work with a grade of C or better, earned after the granting of a Bachelor's degree, including the granting of a Master's degree and/or Juris Doctorate (J.D.), or a Bachelor's degree and a regular credential plus seventy-five semester hours of upper division or graduate work with a grade of C or better without a Master's degree.
5. Scale 5 – Bachelor's degree and a regular credential plus seventy-five semester hours of upper division or graduate work with a grade of C or better, earned after the granting of a Bachelor's degree, including the granting of a Master's degree and/or Juris Doctorate (J.D.).

All degrees, upper division units and graduate semester hours mentioned above must be taken at an institution whose courses are accepted for credentialing purposes by the California State Department of Education.

B. INITIAL PLACEMENT

1. For teachers hired after July 1, 1986 prior public school teaching experience is credited on a year-to-year basis up to a maximum of thirteen years. A school year shall be defined at 75% of the teaching days within each year. A long term substitute teacher who qualified with respect to the required number of days constituting a school year may receive credit on the schedule in the same manner as a regular teacher. To receive maximum credit a teacher must have been employed in consecutive years without a break in service. If there is a break in consecutive years of service, the district will review the last five years of service and place the teacher on the next step. This experience must have been obtained within the last five years of service and place the teacher on the next

step. No more than one step credit will be granted for one year of teaching.

If the Superintendent or his/her designee wishes, a break in service may be reviewed for purposes of credit placement.

2. Teachers entering the system who have experience in private schools in the United States shall be granted credit for this experience as other teachers new to the District, with the following conditions:
 - a. The experience must have been in schools which are acceptable to the State Department of Education for credentialing purposes.
 - b. The teacher must have had a valid teaching credential during the teaching experience.
3. Speech Language Pathologists entering the system, who have prior public or private school experience, or hospital experience, shall be granted credit for this experience for initial placement on the salary schedule. Any Speech Language Pathologist who was not previously accorded such credit for this type of prior acceptable employment experience for initial placement on the salary schedule shall be granted such credit effective September 1, 1990, and thereafter.
4. Teachers returning from leave of absence without pay shall be placed upon the appropriate salary step which they had earned prior to their departure for leave.
5. Teachers returning from leave of absence with pay shall receive the normal increment as though he/she had not been on leave, providing that normal increments have been negotiated.
6. A teacher on an unpaid leave because of military obligations shall be granted one-year credit for each year of military service, provided that normal increments have been negotiated each year the teacher is absent from his district responsibilities.
7. Any teaching experience accrued in a foreign educational system will not receive salary credit for those years of experience.

C. VERTICAL AND HORIZONTAL MOVEMENT

1. Teachers who serve less than the required annual number of working days for regular full-time teachers in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, teachers who serve for one full school semester, shall receive not less than one-half the annual salary applicable to their scale

and step.

2. Mandatory deductions from gross earnings are those required by law and include Federal and State Income Tax, and State Teachers Retirement System.
3. Option deductions are those deductions the teacher may elect to have taken from his/her gross earnings. Such deductions are made for items and services that are, from time to time, made available to the teachers by Board action. Optional deductions must be initiated in writing by the teacher. This authorization shall remain in effect continuously until the District receives from such teacher written notice withdrawing the authorization for the deduction.
4. Vertical Movement
 - a. All teachers shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their scale.
 - b. Teachers who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects will be entitled to continue on the salary schedule for each year of service while assigned to such restricted programs.
5. Horizontal Movement
 - a. All courses taken for salary schedule advancement must be:
 - 1) Directly related to the individual teacher's assignment or
 - 2) Part of a program leading to any credential or advanced degree.
 - b. Teachers may advance from one scale of the salary schedule to another after initial rating in, if the following criteria are met:
 - 1) All course work shall have a grade of C or above or passing in pass/fail graduation or credit in credit/noncredit graduations.
 - 2) All course work, post-graduate, graduate or upper division level taken from four-year colleges, universities or graduate schools accredited teacher training institutions, accepted by the State of California, must be in the areas listed below:

Category A

Anthropology	History	
Bilingual Education		Mathematics
Business Education		Music (excluding Music Appreciation)
Computer Science/ Technology		Political Science
Education		Psychology
English		Reading
Environment Studies		Science
Ethnic Studies		Sociology
Geography		Speech

Category B

(May be taken only by those certificated personnel teaching in that subject.)

Art		Journalism
Ceramics		Music (including Music Appreciation)
Dramatics		Photography
Handicrafts		Physical Education
Health		Reading
Home Economics		Typing
Industrial Studies		

- c. Unless course work is in Category A or appropriate in Category B, prior approval must be obtained from the Administrator of Human Resources if District credit is to be granted unless the courses are taken for the purpose of securing any credential or advanced degree.
- d. Lower division courses with credit transferable to the University of California or to the State Universities taken from Categories A or B or on a planned program shall require the prior approval of the Administrator of Human Resources.
- e. Credit for units of course work completed for scale change purposes shall be determined as follows:
 - 1) Teachers may earn no more than eighteen semester units per any regular school year (September - June). For salary advancement purposes the following applies: One (1) quarter unit equals 2/3 of one (1) semester unit.
 - 2) Teachers are free to take as many semester units as they wish during a summer recess if they are not teaching summer school for the Norwalk-La Mirada Unified School District. If a teacher is teaching summer school during a given summer then he/she is limited to taking six units of semester course work to be applied at any one time for scale changes during the course of that particular summer.

- 3) Nothing, however, shall preclude a teacher from accumulating more units prior to turning them in for scale change purposes. When more than the prescribed number of allowable semester units has been taken by a teacher than enumerated in the immediately preceding paragraphs labeled A1" and A2" above, the additional units, in excess, shall be credited the following year.
- f. A teacher may submit a transcript at any time applying for scale change. The application, complete with transcript, will be reviewed. Within sixty (60) days after the submission of the documents, and if the evidence meets the requirements described above, a scale change shall be effected.
 - g. The teacher shall provide the official transcript or affidavit document to the District as soon as it is available.
 - h. The burden of proof of training, experience, possession of credentials and other required documents shall lie with the teacher, both for initial placement and for subsequent scale changes. Any error in assignment to scale shall be corrected as soon as the error is verified.
 - i. Audited courses will not be accepted as credits valid for salary schedule placement or scale change.
 - j. Credit will not be accepted for course work taken in the armed services, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts subject to the criteria under (b) above.
 - k. Course work taken through a foreign university or other institution which sponsors travel tours for credits assigned upper division or graduate status, assigned a course title, and given unit value subject to first paragraph under C above, shall be acceptable. Such foreign university or other institution must be listed in the current edition of accredited institutions of higher learning or one of its regional accrediting commissions.
 - l. Course work listed by an accredited college or university as post-graduate credit on a teacher's transcript shall be counted by the District as credits earned beyond the attainment of a four year degree, if those units were not applied toward the attainment of the degree.
 - m. If a teacher believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, such teacher may petition in the District for a waiver. Such

waiver, if granted, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the teacher must make formal application to the District's Office of Human Resources and receive approval in the form of the aforementioned waiver.

D. PROFESSIONAL DEVELOPMENT

All professional development education programs approved for salary schedule advancement by the Office of Curriculum, Instruction, and Staff Development will adhere to the following rules:

1. An employee may request equivalent unit credit for District in-service programs for salary schedule advancement at the rate of one salary credit for each fifteen (15) hours of participation in approved workshops or programs.
 - a. Courses must provide resources, strategies, skills, materials, and information that relate to improvement in the individual's current assignment or which lead to advancement in their area of expertise.
 - b. Courses taken at an accredited university must be verified through an official transcript.
2. No more than five (5) professional development credits may be applied toward salary schedule advancement in one year.
3. College courses which enhance individual professional skills but are not counted toward college degrees or other formal programs may apply.
4. Salary schedule credit may be accrued through the accumulation of District staff development activities only or through a combination of District and university courses.
5. A committee consisting of District and Association members will work together to survey staff needs and to approve appropriate course offerings.
6. Voluntary professional improvement shall be reimbursed:
 - a. Through advancement on the salary scale, or
 - b. Through extra pay for extra hours as agreed to in the extra pay portion of this document.

APPENDIX M: HEALTH & WELFARE BENEFITS

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
DIVISION OF BUSINESS SERVICES

ALL BARGAINING UNITS

HEALTH AND WELFARE BENEFITS
Effective January 1, 2015

RATES WILL REFLECT CHANGES TO HEALTH AND WELFARE BENEFITS PER RATIFIED AGREEMENT OR AS DEFINED IN A MEMORANDUM OF UNDERSTANDING

Medical Plan Elections	Level of Coverage	Tenthly Payroll Deductions
Anthem HMO Select	Employee Only	\$81.78
	Employee + One	\$163.55
	Employee + Family	\$212.62
Anthem HMO Traditional	Employee Only	\$104.69
	Employee + One	\$209.37
	Employee + Family	\$272.18
Blue Shield Access+ HMO	Employee Only	\$85.83
	Employee + One	\$171.67
	Employee + Family	\$223.17
Blue Shield Net Value HMO	Employee Only	\$80.45
	Employee + One	\$160.91
	Employee + Family	\$209.18
Health Net Salud y Mas	Employee Only	\$71.39
	Employee + One	\$142.77
	Employee + Family	\$185.61
Health Net SmartCare	Employee Only	\$94.22
	Employee + One	\$188.44
	Employee + Family	\$244.97
Kaiser	Employee Only	\$86.38
	Employee + One	\$172.76
	Employee + Family	\$224.59
United Health Care HMO	Employee Only	\$76.03
	Employee + One	\$152.07
	Employee + Family	\$197.68
PERS Choice PPO	Employee Only	\$96.99
	Employee + One	\$193.98
	Employee + Family	\$252.17

Medical Plan Elections	Level of Coverage	Tenthly Payroll Deductions
PERS Select PPO	Employee Only	\$95.55
	Employee + One	\$191.10
	Employee + Family	\$248.43
PERS Care PPO	Employee Only	\$107.25
	Employee + One	\$214.51
	Employee + Family	\$278.86

Payroll deduction is authorized for voluntary deductions, i.e., American Fidelity Income Protection, For Our Kids, United Way, Credit Unions, Camino, Long Beach School Employees, School First Federal Credit Union, and Providence for CSEA members, voluntary life insurance and flexible spending accounts. The District DOES NOT contribute to these. Direct Deposit is available. Necessary forms for direct check deposit are available in the Payroll Department.

APPENDIX N: CALENDAR—MASTER: REGULAR YEAR

APPENDIX O: CALENDAR—MASTER: PRE-K

APPENDIX P: TEACHER REASSIGNMENT NOTICE



NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES

TEACHER REASSIGNMENT NOTICE

Time Stamp

Teacher Name: _____ Date: _____

School Site: _____

Current Assignment: _____ New Assignment: _____

Rationale for change (if applicable):

Fluctuation in Student Enrollment

Core Content Master Schedule Necessity

Grade Level Re-organization

Unanticipated Loss/Add of Additional FTE

Other: _____

Teacher Signature: _____ Date: _____

My signature above does not verify my agreement with the implemented change, rather it is to verify that I have received a copy of this notice.

Teacher Response: (If Desired)

[Large empty rectangular box for teacher response]

Administrator Signature: _____ Date: _____

APPENDIX Q: INSTRUCTIONAL WALKTHROUGH CLASSROOM VISITATION REQUEST

INSTRUCTIONAL WALKTHROUGH/CLASSROOM VISITATION REQUEST

Instructional Purpose:

Master Agreement between NLMUSD & TANLA: Article IX, C, 4: Except for teachers participating in the Peer Assistant Review Program, prior to being visited by another teacher, the receiving teacher shall be notified and approve the visit.

Master Agreement between NLMUSD & TANLA: Article IX, I, 2, k: No teacher shall be involved in the evaluation process of another teacher or be required to provide any administrator with information relative to another teacher’s competency skills in the classroom.

Approval by requested teacher:

- Approve
- Not at this time

Teacher Name
(Please Print)

Teacher Signature

Date

* Approval from requested teacher must be received before instructional walkthrough/classroom visitation occurs. Requested teacher’s failure to respond to said request **does not** permit the requesting party to visit the classroom.

The original of each request, once completed, will reside at the school site in a file in the Principal’s office.

FORMS FOR GRIEVANCE PROCEDURES
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

LEVEL I: INFORMAL LEVEL

DATE: _____ TIME: _____

Please provide a description of the general and specific grounds or actions alleged to have contribution to the grievance (violations of negotiated agreements must cite contract article and sections number violated.)

- Parties agree to resolve grievance at informal level.
- Advance to Level II – Formal Level (Superintendent or Designee.)

FORMS FOR GRIEVANCE PROCEDURES
 NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

LEVEL II – FORMAL LEVEL (SUPERINTENDENT OR DESIGNEE)

DATE:	DATE CAUSE OF GRIEVANCE OCCURRED:	DEADLINE FOR FILING WITH SUPERVISOR:	ASSOCIATION/UNION DESIGNATED AGENT, IF ANY:	CASE NO:

NAME OF GRIEVANT: _____ JOB TITLE: _____

WORK SITE: _____ GRADE/TITLE: _____

GRIEVANT'S ADDRESS & TELEPHONE: _____

A DESCRIPTION OF THE GENERAL AND SPECIFIC GROUNDS OR ACTIONS ALLEGED TO HAVE CONTRIBUTION TO THE GRIEVANCE (VIOLATIONS OF NEGOTIATED AGREEMENT MUST CITE CONTRACT ARTICLE AND SECTIONS NUMBER VIOLATED).

THE LISTING OF THE SPECIFIC SENTENCE(S) IN THE CONTRACT WHICH IS BEING VIOLATED AND HOW THE ACTION ADVERSELY AFFECTS THE EMPLOYEE:

NOTE: THE GRIEVANT HAS THE RIGHT TO TANLA REPRESENTATION AT ANY LEVEL.

A LIST OF THE SPECIFIC ACTION WHICH THE AGGRIEVED EMPLOYEE FEELS NECESSARY TO REMEDY THE GRIEVANCE.

GRIEVANT'S SIGNATURE

HUMAN RESOURCES OFFICE USE ONLY

TIMELINE

DATE FILED IN SUPERVISOR'S OFFICE: _____ RECEIVED BY: _____

SUPERVISOR'S REPLY ATTACHED? YES NO

SUPERVISOR'S REPLY: _____ RECEIVED BY: _____

GRIEVANT'S DISPOSITION:

SETTLED DROPPED MOVED TO LEVEL 3

DISTRIBUTION:

- HUMAN RESOURCES
- GRIEVANT
- APPROPRIATE ADMINISTRATOR

REVISED SEPTEMBER 1996

REVISED: JULY 9, 1997

REVISED: APRIL 15, 1998

REVISED: January 20, 2016

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

TANLA GRIEVANCE

LEVEL III: FORMAL LEVEL (MEDIATIONS)

NAME OF GRIEVANT: _____ JOB TITLE: _____

WORK SITE: _____ GRADE/TITLE: _____

STEP TWO DISPOSITION

a. I APPEAL THE FORMAL LEVEL II DISPOSITION OF ADMINISTRATION BECAUSE:

b. REMEDY (IES) REQUESTED:

GRIEVANT'S SIGNATURE

**HUMAN RESOURCES OFFICE USE ONLY
TIMELINE LEVEL III (MEDIATION)**

DATE FILED: _____

SUPERVISOR'S REPLY ATTACHED? YES NO

WRITTEN REQUEST FOR MEDIATION? YES NO DATE: _____

MEDIATOR'S NAME: _____

MEDIATION DECISION: _____

MEDIATION RESULTS: _____

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

TANLA GRIEVANCE

LEVEL IV – FORMAL LEVEL (ARBITRATION)

NAME OF GRIEVANT: _____ JOB TITLE: _____

WORK SITE: _____ GRADE TITLE: _____

STEP THREE DISPOSITION

a. I APPEAL THE FORMAL LEVEL III MEDIATION OF ADMINISTRATION BECAUSE:

b. Association approval granted on: _____

GRIEVANT'S SIGNATURE

DATE

**HUMAN RESOURCES OFFICE USE ONLY
TIMELINE LEVEL IV FORMAL LEVEL**

DATE FILED: _____

SUPERVISOR'S REPLY ATTACHED? YES NO

WRITTEN REQUEST FOR ARBITRATION? YES NO DATE: _____

ARBITRATOR'S NAME: _____

ARBITRATION DECISION: _____

**NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
FORMS FOR EVALUATION AND OBSERVATION PROCEDURE
PERFORMANCE ACTION PLAN**

To be developed mutually by the evaluator and the evaluatee, for the purpose of assisting the teacher to improve, and signed by both parties within five (5) teacher workdays from the date cited on the evaluation leading to the development of this plan. Attach additional pages as needed).

Name: _____ Assignment: _____

School: _____ Date: _____

I. **STANDARD WHERE IMPROVEMENT IS NEEDED:**

II. **EVALUATOR ASSISTANCE PLAN/SPECIFIC SUGGESTIONS FOR IMPROVEMENT:**

(List each criterion and provide two (2) or more examples for improvement)

III. **ADMINISTRATIVE RESOURCES TO ASSIST WITH IMPROVEMENT:**

IV. **EVIDENCE OF IMPROVEMENT:**

(Specify assessment techniques and methods to be used to measure improvement)

This plan will remain in effect through the employee's next formal evaluation.

Signature of Evaluatee
Date

Date

Signature of Evaluator

*Distribution: Personnel, Evaluator & Evaluatee

Revised: 09/06/01

**NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
REPORT OF OBSERVATION FORM**

NAME	SCHOOL	ASSIGNMENT
DATE: _____ FROM: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM TO: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM		

(OBSERVATION MUST BE A MINIMUM OF 20 MINUTES IN LENGTH)

SUMMARY OF LESSON & ACTIVITIES

<p><u>I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING</u></p> <ul style="list-style-type: none"> * Connects student’s prior knowledge, life experience, and interests with learning goals. * Uses a variety of instructional strategies and resources to respond to students diverse needs. * Facilitates learning experiences that promote autonomy, interaction, and choice. * Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. * Promotes self-directed, reflective learning for all students 	<p>OBSERVED TEACHING STRATEGIES</p>
<p><u>II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</u></p> <ul style="list-style-type: none"> * Creates a physical environment that engages all students. * Establishes a climate that promotes fairness and 	<p>OBSERVED TEACHING STRATEGIES</p>

<p>respect.</p> <ul style="list-style-type: none"> * Promotes social development and group responsibility. * Establishes and maintains standards for student behavior. * Plans and implements classroom procedures and routines that support student learning. * Uses instructional time effectively. 	
---	--

1 of 3

<p><u>III. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENTS LEARNING</u></p> <ul style="list-style-type: none"> * Demonstrates knowledge of subject matter content and student development. * Organizes curriculum to support student understanding of subject matter. * Interfaces ideas and information within and across subject matter areas. * Develops student understanding through instructional strategies that are appropriate to the subject matter. * Uses materials, resources, and technologies to make subject matter accessible to students. 	<p>OBSERVED TEACHING STRATEGIES</p>
<p><u>IV. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</u></p> <ul style="list-style-type: none"> * Aligns curriculum with District and State Standards. * Draws on and values student’s backgrounds, interests, and developmental learning needs. 	<p>OBSERVED TEACHING STRATEGIES</p>

<ul style="list-style-type: none"> * Establishes and articulates goals for student learning. * Develops and sequences instructional activities and materials for student learning. * Modifies instructional plans to adjust for student needs. 	
<p>V. <u>ASSESSING STUDENT LEARNING</u></p> <ul style="list-style-type: none"> * Establishes and communicates learning goals for all students. * Collects and uses multiple sources of information to assess student learning. * Involves and guides all students in assessing their own learning. * Uses the results of assessments to guide instruction. * Communicates with students, families and other audiences about student progress. 	<p>OBSERVED TEACHING STRATEGIES</p>

2 of 3

VI. IDENTIFY OBSERVED SUCCESSES/STRENGTHS:

VII. SPECIFIC SUGGESTIONS FOR CONTINUED PROFESSIONAL DEVELOPMENT

VIII. SPECIFIC SUGGESTIONS FOR IMPROVEMENT OF DEFICIENCIES AND WEAKNESSES:
 (REPORT OF CONFERENCE REQUIRED)

IX. EMPLOYEE'S COMMENTS: (OPTIONAL)

Conference with Employee: Required Not Required Requested Not Requested

Observer's Signature (Required) Title Date (Required)

Conference with Evaluator: Requested Not Requested

Employee's Signature Required or Witness Date (Required)

******SIGNING THIS FORM DOES NOT NECESSARILY MEAN THAT I AGREE WITH THIS REPORT******

Distribution: Evaluator & Evaluatee
Revised: 11/30/06

3 of 3

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

REPORT OF CONFERENCE FORM RELATED TO AN OBSERVATION

(To be completed within fifteen (15) working days of all formal observations wherein deficiencies or weakness have been cited)

AM
 PM

NAME

SCHOOL

DATE

TIME

I. AREAS FOR REFINEMENT:

II. SPECIFIC SUGGESTIONS FOR IMPROVEMENT:

III. RESOURCE AND ASSISTANCE PLAN WITH INPUT SOLICITED FROM THE EVALUATEE:

IV. EVIDENCE OF IMPROVEMENT (ASSESSMENT TECHNIQUES AND METHODS TO BE USED TO MEASURE IMPROVEMENT).

V. EMPLOYEE COMMENTS:

Signature of Person Holding Conference (Required)
Date(Required)

Title

1. This conference report has been discussed with me and I have had the opportunity to provide input in the development of the Assistance Plan.
2. A signature on this report does not necessarily signify agreement with this report.
3. I understand that I may submit a written reaction of response to this report.

Employee Signature (Required)
(Required)

Date

Distribution: Evaluator & Evaluatee

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

REPORT OF CONFERENCE FORM

AM
 PM

NAME	SCHOOL	DATE	TIME
------	--------	------	------

During the conference, the following conduct was discussed:

I reviewed your conduct as it relates to the following rule(s), directive(s), labor contract provision(s), expectation(s):

I informed you that your conduct negatively impacted the _____ inasmuch as:

During the conference, I provided you with the following directive(s) and assistance, to take effect:

I also informed you that your failure to comply with any of the above directives will result in:

Signature of Person Holding Conference (Required)	Title	Date (Required)
---	-------	-----------------

1. This conference report has been discussed with me.
2. A signature on this report does not necessarily signify agreement with this report.
3. A copy of this report will be placed in your Site File Personnel File.
4. You may prepare a response and have that response attached to this document.

Employee Signature (Required)
(Required)

Date

Distribution: Evaluator & Evaluatee
Revised: 11/30/06

**NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
TEACHER EVALUATION**

Evaluatee: _____ Permanent
Probationary Temporary Intern
(Last) (First) Pre-Intern Emergency Permit Waiver

Location: _____ Assignment: _____

Dates of Observation: _____

Dates of Conferences-Related to Observation: _____

Dates of Any Other Conferences: _____

Period Covered by this Evaluation: _____ through _____

Explanation of Rating Symbols

P: PROFICIENT Meets or exceeds expectations of the Norwalk-La Mirada Unified School District

N: NEEDS TO IMPROVE Does Not meet the Norwalk-La Mirada Unified School District expectations at this time but appears to have potential for improvement.

U: UNSATISFACTORY Performance is not of the quality acceptable in the Norwalk – La Mirada Unified School District.

<p><u>I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING</u></p> <ul style="list-style-type: none"> * Connects students’ prior knowledge, life experience, and interest with learning goals. * Uses a variety of instructional strategies and resources to respond to students’ diverse needs. * Facilitates learning experiences that promote autonomy, interaction and choice. * Engages students in problems solving, critical thinking, and other activities that make subject matter meaningful. * Promotes self-directed, reflective learning for all students. 	<p>COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES</p>
<p><u>II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</u></p> <ul style="list-style-type: none"> * Creates a physical environment that engages all students. * Establishes a climate that promotes fairness and respect. * Promotes social development and group responsibility. * Establishes and maintains standards for student behavior. 	<p>COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES</p>

<ul style="list-style-type: none"> * Plans and implements classroom procedures and routines that support student learning. * Uses instructional time effectively. 	
---	--

<p><u>III. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENTS' LEARNING</u></p> <ul style="list-style-type: none"> * Demonstrates knowledge of subject matter content and student development. * Organizes curriculum to support student understanding of subject matter. * Interfaces ideas and information within and across subject matter areas. * Develops student understanding through instructional strategies that are appropriate to the subject matter. * Uses materials, resources, and technologies to make subject matter accessible to students. 	<p>COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES</p>
---	---

<p><u>IV. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</u></p> <ul style="list-style-type: none"> * Aligns curriculum with district and State Standards. * Draws on and values students' background, interests, and development learning needs. * Establishes and articulates goals for student learning. * Develops and sequences instructional activities and material for student learning. * Designs short-term and long-term plans for foster student learning. * Modifies instructional plans to adjust for student needs. 	<p>COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES</p>
<p><u>V. ASSESSING STUDENT LEARNING</u></p> <ul style="list-style-type: none"> * Establishes and communicates learning goals for all students. * Collects and uses multiple sources of information to assess student learning. * Involves and guides all students in assessing their own learning. * Uses the results of assessments to guide instruction. 	<p>COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES</p>

<p>* Communicates with students, families, and other audiences about student progress.</p>	
--	--

<p><u>VI. DEVELOPS AS A PROFESSIONAL EDUCATOR</u></p> <p>* Reflects on teaching practice and plans professional development.</p> <p>* Establishes professional goals and pursues opportunities to grow professionally.</p> <p>* Works with families and communities to improve professional practice.</p> <p>* Works with colleagues to improve professional practice.</p> <p>* Provides support service to faculty and students through the development of implantation of, and/or participation in one mutually agreed upon required, adjunct duty.</p>	<p>COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES</p>
--	---

Comments:

Continued Service:

Recommended

I reserve the right not to make a recommendation until the Final Official Evaluation (Probationary/Temporary/Intern/Pre-Intern/Emergency Permit & Waiver only at 1st Year Evaluation)

Not Recommended

If rating is less than Proficient (P), and Performance Action Plan shall be mutually developed within five teacher workdays after the date on this evaluation and shall then be attached to this evaluation.

This evaluation has been discussed with me. Signing this form does not necessarily mean that I agree with all the ratings.

_____	Date of Evaluation Conference	Signature of
Evaluatee	Date of Signing(Required)	

_____	_____	_____
Signature of Evaluator	Date of Signing (Required)	Signature of Principal
Signing (Required)		Date of

Distribution: Evaluator, Evaluatee & Personnel File
Revised 11/30/06

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

PERFORMANCE ACTION PLAN

To be developed mutually by the evaluator and the evaluate, for the purpose of assisting the teacher to improve and signed by both parties within five (5) teacher work-days from the date cited on the evaluation leading to the development of this plan. Attach additional pages as needed.

Name: _____

Assignment:

School: _____

Date:

I. STANDARD WHERE IMPROVEMENT IS NEEDED:

II. EVALUATOR ASSISTANCE PLAN/SPECIFIC SUGGESTIONS FOR IMPROVEMENT:

(List each criterion and provide two (2) or more example for improvement)

III. ADMINISTRATIVE RESOURCES TO ASSIST WITH IMPROVEMENT:

IV. EVIDENCE OF IMPROVEMENT:

(Specify assessment techniques and methods to be used to measure improvement)

This plan will remain in effect through the employee's next formal evaluation.

Signature of Evaluatee
Date

Date

Signature of Evaluator

*Distribution: Personnel, Evaluator & Evaluatee
Revised: 09/06/01