

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OAKDALE JOINT UNIFIED SCHOOL DISTRICT

and

OAKDALE TEACHERS ASSOCIATION/CTA/NEA

2011– 2014

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ARTICLE 1: AGREEMENT

- 1.1 This Agreement is made and entered into by and between the Board of Education of the Oakdale Joint Unified School District, which together with its administrative staff and representatives shall be referred to in this Agreement as "District", and the Oakdale Teachers' Association/CTA/NEA, the exclusive representative of the certificated employees of the District, which together with its officers and representatives shall be referred to in this Agreement as "Association" or "OTA".
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3459 of the Government Code, which shall be referred to in this Agreement as "EERA".
- 1.3 This Agreement shall remain in full force and effect from July 1, 2011 until June 30, 2014.
- 1.4 Any individual contract between the District and a unit member shall be subject to, and consistent with, the terms and conditions of this Agreement.

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for all certificated employees excluding the Superintendent, Assistant Superintendents, Directors, Principals, Vice-Principals, District Coordinators, Psychologists, Deans, adult school teachers, substitute teachers, summer school teachers and certificated personnel designated as management, supervisory and/or confidential by the District.
- 2.2 All charter school employees in certificated positions shall be employees of the District and shall be included in this Agreement.

ARTICLE 3: NEGOTIATION PROCEDURES

- 3.1 The Association and the District shall submit their initial proposals together for a successor Agreement or any re-openers at the regularly scheduled October Board meeting.
- 3.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 3.3 Negotiations shall take place at mutually agreeable times and places.
- 3.4 The Association shall designate up to six (6) representatives exclusive of outside consultants, who shall each receive release time.
- 3.5 The District shall furnish the Association, upon request, all County and State reports necessary for negotiations, excepting those reports which are confidential.
- 3.6 No later than October 15th, the District shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1st.

ARTICLE 4: MAINTENANCE OF BENEFITS

- 4.1 The District shall not reduce or eliminate any benefits or professional advantages which have been specifically negotiated within this Agreement, unless otherwise mutually agreed upon by the parties.
- 4.2 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 4.3 This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.
- 4.4 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE 5: JOB SHARE

- 5.1 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) job assignment. Two unit members may share an assignment for a minimum of one (1) school year. A Job proposal for a job-sharing assignment for the following year shall be filed with the District no later than March 15th. The application shall include a specific plan including the names of the two participating teachers and their respective job-sharing schedules. The principal shall make appropriate recommendations and forward said application to the Superintendent or designee. The District shall approve or deny requests and notify the applicant, in writing. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total 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.
- 5.2 Each job-sharing unit member shall receive a salary schedule increment as per section 36.19 of the Collective Bargaining Agreement
- 5.3 The job-sharers may cover for each other for day-to-day illnesses (Sub or trade days), at the rate currently authorized by the District for District-employed substitute teachers, with the mutual consent of the principal and the "covering" teacher.
- 5.4 Upon request of the two unit members, a job sharing assignment may be renewed provided the two (2) unit members notify the District prior to March 15th. In the event the District does not approve the continuance of the job-sharing assignment, or the unit members elect not to continue the job-sharing assignment, the unit members shall be returned to full-time assignments.
- 5.5 Job-sharing unit members may trade days with each other with the consent of the principal.
- 5.6 This article shall only apply to those unit members who have specifically been approved for job-sharing by the Superintendent or Designee and the Board of Trustees.
- 5.7 If denied, the job-share is subject to the grievance procedure but not binding arbitration.

ARTICLE 6: DISTRICT RIGHTS

- 6.1 All matters not specifically enumerated as within the scope of representation under the EERA or as defined by PERB as negotiable are reserved to the District, except as limited by this Agreement.

ARTICLE 7: ASSOCIATION RIGHTS

- 7.1 As covered in Section 3543.1 of the EERA.
- 7.2 Names, addresses and telephone numbers of all District unit members shall be provided, without cost, to the Association by October 1, unless a unit member notifies the District that he/she wants his/her address and telephone number to be specifically withheld from the Association.
- 7.3 The District shall provide the Association with the names of all new members eligible for the bargaining unit within ten (10) days of his/her employment.
- 7.4 The District will provide upon request of the Association president, a total of ten (10) full days of release time to be used by the President or his/her designee. These days will be provided at no cost to the District. Coverage will be arranged by the District.
- 7.5 The District will provide the Association President with a copy of the Public Board Packet prior to each school board meeting.
- 7.6 The Association shall have the right of reasonable access to areas in which employees work, before work, during break periods, lunch periods and after work; the right to use District designated bulletin boards and mailboxes; and reasonable use of facilities and equipment and access to information necessary for the Association's representation of its members. The District can charge reasonable cost for use of copy machines and fax machines and any long distance phone calls.
- 7.7 The District will provide OTA with a county credential list within two weeks of receipt from the county.

ARTICLE 8: ORGANIZATIONAL SECURITY

- 8.1 Any unit member who is a member of the OTA/CTA/NEA or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete the payments by the end of the school year.
- 8.2 Any unit member who is not a member of the OTA/CTA/NEA and who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments. These dues are payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit members may authorize payroll deductions for such fees in the same manner as provided in section 8.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 8.1, the Association shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 8.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 8.3 Any unit member desiring to be exempt from joining the Association or paying the representative fee because of religious beliefs or reasons of conscience shall file a claim of exemption with the Association within fifteen (15) days following the commencement of the member's working assignment. Such unit member shall pay, in lieu of a representative fee, the sum equal to the representative fee 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:
- 8.3.1 Foundation to Assist California Teachers (FACT)
 - 8.3.2 OTA Scholarship Fund
 - 8.3.3 Any other charitable organization exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code mutually agreed upon between the District and the Association.
- 8.4 Proof of payment and a written statement of objection, pursuant to section 8.3 above,

shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of sections 8.1 and 8.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 31 of each school year. The employee, however, can sign a payroll deduction form in the same manner as for membership dues deduction.

- 8.5 Any unit member making payments as set forth in Sections 8.3 and 8.4 above and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf shall be responsible for paying the reasonable cost of using said grievance or arbitration procedure.
- 8.6 With respect to all sums deducted by the District pursuant to sections 8.1 and 8.2 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.
- 8.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of section 8.3 of this Article.
- 8.8 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, insurance programs, credit union, savings bond, charitable deductions or any other plans or programs jointly approved by the Association and the District.
- 8.9 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 9: GRIEVANCE PROCEDURE

9.1 Definitions

- 9.1.1 A "grievance" is a claim by a teacher or group of teachers or the Association that this contract has been violated, misinterpreted or applied in a discriminatory manner, thus personally and adversely affecting the teacher.
- 9.1.2 A "grievant" is any person or entity as identified in section 9.1.1 above who is adversely affected by an action or omission which is the basis for the grievance and who files a grievance in accordance with these regulations.
- 9.1.3 A "party of interest" is any person or persons making the claim or the person who might be required to take action or against whom the action might be taken in order to resolve the claim.
- 9.1.4 Working Days means days the District Office is open for business.

9.2 Purpose

- 9.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise concerning the interpretation or application of this Agreement.
- 9.2.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and the parties are expected to expedite the process.
- 9.2.3 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved person, the limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year.

9.3 Procedure

9.3.1 Level One

- 9.3.1.1 Any potential grievant with a problem or complaint shall first present it to the immediate supervisor, who will endeavor to settle the matter informally.

9.3.2 Level Two

- 9.3.2.1 If the matter is not resolved informally, the grievant may submit a grievance in writing within thirty (30) working days after the grievant knew or should have known of the problem which is the basis of his/her complaint or problem to the Superintendent who may delegate to a Designee.
- 9.3.2.2 Said grievance, to be considered, must be signed by the grievant and clearly specify: (a) the specific provision(s) of the District policy alleged to have been violated; (b) how said provision(s) has been violated; (c) the date(s) on which said violation(s) allegedly occurred; (d) the specific relief sought by the grievant; and (e) the reasons why the decision at the informal level was unsatisfactory. Copies of the grievance shall be sent by the grievant to the Association.
- 9.3.2.3 After receiving the written grievance, the Superintendent or his/her designee shall review the informal decision together with the written submission of the grievance. Within ten (10) days after receipt of the written grievance, the Superintendent shall issue a written decision on the grievance.

9.3.3 Level Three

- 9.3.3.1 Within ten (10) working days after receipt of the Superintendent's written decision, the grievant may submit the grievance to mediation with a mediator designated by the State Mediation and Conciliation Service.
- 9.3.3.2 If the grievance is not resolved at this level, neither party may refer to any settlement proposal offered during mediation at any subsequent level of this grievance procedure.

9.3.4 Level Four

- 9.3.4.1 Within ten (10) days of the completion of mediation, the decision of the Superintendent may be further appealed to binding arbitration.
- 9.3.4.2 The parties shall attempt to mutually select an arbitrator. If no agreement can be reached, the parties will request that the California State Mediation and Conciliation Service provide a list of seven (7) names of potential arbitrators with labor arbitration experience in the public school setting. Each party will alternately

strike from the list until one (1) name exists. The order of striking shall be determined by lot.

9.3.4.3 It shall be the function of the arbitrator to make a final and binding award to resolve the grievance.

9.3.4.4 The arbitrator shall be subject to the following limitations:

9.3.4.4.1 The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. The arbitrator shall also be limited to fashioning remedies only within the terms of this agreement.

9.3.4.4.2 The arbitrator shall have no power to establish salary structures or salary schedules.

9.3.4.4.3 The arbitrator shall have no power to validate or invalidate the content of classroom observation documentation or performance evaluation(s).

9.3.4.4.4 The arbitrator shall have no power to establish or recommend any financial award except for back pay. General and punitive damages shall not be awarded in any case.

9.3.4.4.5 The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is in violation of the terms of this agreement.

9.3.4.5 The parties will work cooperatively to schedule arbitration hearing dates and times.

9.3.4.6 The District and the Association shall share equally expenses incurred by the arbitrator and court reporter. At all times, all other expenses (such as legal fees and witness fees) shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

9.3.4.7 No probationary employee may use the grievance procedure in any way to appeal a discharge or decision by the District not to renew his/her contract.

9.4 Special Procedures

9.4.1 Any grievance based upon a complaint that the employee has been placed in the wrong salary schedule or step, or that he/she has been improperly denied

an increment, or that his/her salary has been miscalculated, shall be filed directly with the appropriate administrator under the Superintendent of Schools, or if no such administrator exists, with the Superintendent. The appropriate administrative officer shall thereupon schedule a meeting to consider the grievance within twenty (20) days and shall render a decision in writing within five (5) days after such meeting.

- 9.4.2 The decision of any business or administrative personnel to whom a grievance is presented pursuant to this section, may be appealed to the Superintendent in writing pursuant to the procedures set forth in Level Three above.
- 9.4.3 The Association, if both parties mutually agree, will have the right to initiate or appeal grievances growing out of an alleged violation of Association rights contained in this agreement. Any such grievances shall be initiated by filing the written grievance in the first instance with the appropriate administrator having jurisdiction of the subject matter of the unit member or members affected. A meeting on such a grievance shall be held within twenty (20) days of its filing. In the event such grievance is originally filed with an administrator other than a site administrator, an informational copy of such grievance shall be sent simultaneously to the administrator or administrators of the employees involved. Any appeal from the decision of such administrators shall be made directly to the Superintendent pursuant to the provisions set forth in Level Three above.
- 9.4.4 Appeals to the Superintendent, or grievances filed originally with him/her under this section, shall be reviewed by the Superintendent within twenty (20) days of the receipt, by him, of the appeal or grievance. Written notice of time date and place of said meeting shall be given five (5) days prior thereto to the President of the Association and any administrator involved in the grievance. The Superintendent shall render a decision in writing within ten (10) days after concluding such meeting.

9.5 General Provisions

- 9.5.1 The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of.
- 9.5.2 Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention by the Association if the adjustment is not inconsistent with the terms of this agreement.
- 9.5.3 Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall preclude any further appeal on the grievance. The time limits specified in any steps of this procedure may be changed in any specific instance only by mutual agreement, signed by the

Superintendent and the President of the Association.

- 9.5.4 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants
- 9.5.5 Forms for processing grievances are attached.
- 9.5.6 In the course of investigation of any filed grievance, representatives of the Association will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.
- 9.5.7 In processing grievances the parties will avoid interruption of the classroom activities and District operations and any unnecessary involvement of students.
- 9.5.8 If any member of the Association is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the processing of such grievances.
- 9.5.9 It will be practice of all parties in interest to process grievances after the regular workday or at other times which to not interfere with assigned duties.

**ARTICLE 10: TRANSFER REASSIGNMENT
PROCEDURE FOR CERTIFICATED PERSONNEL**

10.1 Definitions

10.1.1 Transfer - shall mean change in school site.

10.1.2 Reassignment - shall refer to any change in assignment (including grade level, department, AM/PM assignment) this does not preclude teachers alternating AM/PM assignments with mutual consent of participating teachers within a school.

10.1.3 Voluntary transfer or reassignment - shall mean teacher-initiated.

10.1.4 Involuntary transfer or reassignment - shall mean administration - initiated.

10.1.5 Applicant - any unit member who submits a District transfer application form.

10.1.6 Vacancy - is any position that does not have a unit member assigned to it. This includes, but is not limited to, openings due to resignation, retirement, death, promotion or additional positions.

10.1.7 Seniority - District seniority is the first day the employee worked in continuous service in the previous Oakdale Joint Union High School District and/or the previous Oakdale Union Elementary School District. Employees with the same initial date of service shall have their seniority number determined in accord with appropriate Education Code provisions. Employees hired after July 1, 1998 shall have their seniority determined by the first day of paid service or as otherwise provided by statute.

10.1.8 Teaching Days means days pupils are present for instruction at a site.

10.2 Criteria for Transfer or Reassignment

10.2.1 Proper credential

10.2.2 Educational background and experience appropriate to position. (ie. K-6, 7-8, 9-12. Special Education teachers are considered to be different positions until they have completed five (5) years of service with a fully authorized credential in the district. After that time they will have full transfer rights.)

10.2.3 Major or minor field.

10.2.4 Proven competency in the new teaching area.

10.2.5 Length of service within the District.

10.2.6 Proven effectiveness in present position.

10.2.7 Teacher preference.

10.3 Voluntary Transfer or Reassignment

10.3.1 All staff will be notified of all vacancies by email and by notices posted at all sites. A copy shall be sent to the Association President within a five (5) teaching days prior to the application deadline, unless mutually agreed with the Association President. Staff who are going off track or on vacation may notify the site principals and the Human Resources office in advance regarding their interest in potential vacancies. This notification shall be in writing and shall include a contact phone number. The site administrators and the Human Resources office will immediately notify by phone any off track or vacationing staff member who has indicated an interest in a vacancy.

10.3.2 Applicants must apply for the position, in writing, during the posted five (5) teaching-day period of time. This application must be made at the District Office with a copy sent to the site principal.

10.3.3 This vacancy shall be filled by the most qualified site staff member (using the criteria in 10.2).

10.3.4 Qualified teachers within the District shall be given preference for any, K-6 contained classroom of 7-12 single subject, teaching vacancies remaining at a site for which they are credentialed and qualified (using the criteria in 10.2).

10.3.5 Selection shall be made on the basis of qualifications stated under Criteria in Section 10.2.

10.3.6 Current teachers may not transfer after twenty (20) student days have elapsed after the start of school. Any vacancies occurring after this date will be filled with a certificated employee for the current year and re-opened as a regular vacancy the following year.

10.3.7 Consultation with the department chairperson in grades 7 – 12, the principals of each affected school, and with the applicant shall precede any transfer or reassignment.

10.3.8 Within ten (10) days of the decision to hire, all applicants shall be notified in writing.

- 10.3.9 Applicants shall have the right to confer with the decision makers and discuss reasons for denial of the request and shall be given written reasons for the denial upon request.
 - 10.3.10 The teacher, department chairpersons, and principals involved will be the first to know of any decision. Final decisions will be issued from the District Office.
 - 10.3.11 Request of applications, in writing, for reassignment or transfer shall be active until March 1 of each year. To reactivate a request, a written application must be re-submitted and filed after March 1 of each year.
 - 10.3.12 Non-classroom assignments, teacher-in-charge, subject specialist, GATE, etc, shall not be opened for transfers.
 - 10.3.13 Home Charter teaching positions are not subject to this transfer policy.
 - 10.3.14 Counseling positions may be transferred into by existing counselor, but unit members who are not currently in a counseling position may not transfer into an open counseling position.
- 10.4 Involuntary Transfer or Reassignment
- 10.4.1 Teachers shall not be involuntarily transferred or reassigned arbitrarily, capriciously, or without rational basis in fact.
 - 10.4.2 Teachers shall not be involuntarily transferred or reassigned to positions for which they are not qualified by training or experience.
 - 10.4.3 All notifications of an involuntary transfer or reassignment shall be made at a meeting with a superintendent/designee, principals, department chairpersons involved, and the teacher involved. At this meeting the teacher involved will be furnished a written statement of the reasons for the transfer or reassignment and have an opportunity to discuss the proposed change.
 - 10.4.4 If the transfer or reassignment proposed is acceptable to all parties at this meeting, the arrangement will be considered complete.
 - 10.4.5 No reassignments or transfers shall be made after MAY 15, for the following year, with the exception of those made necessary by program or enrollment changes or loss of certificated personnel after that date.
 - 10.4.6 All teachers who have been involuntarily transferred or reassigned because of program or enrollment or loss of certificated personnel may, upon written

request, return to their previous assignments for the next school year if vacancies occur.

- 10.4.7 During the school year, a teacher who has been involuntarily transferred or reassigned shall have for preparation two (2) teaching days, at full pay, before assuming the new assignment.
 - 10.4.8 No teacher shall suffer any financial loss due to any involuntary transfer or reassignment.
 - 10.4.9 Teachers normally would not be involuntarily transferred/reassigned the last year following their formal notification to the District of their intention to retire within the same school year.
- 10.5 Teachers on special assignment who are returning to a regular teaching assignment shall have the same rights for transfer as outlined in Article 10.3.3. They will be considered as "site staff members."

ARTICLE 11: EVALUATION PROCEDURES

- 11.1 Probationary employees shall be evaluated at least once each year during probationary service.
- 11.2 A formal Stull Evaluation of each teacher, in permanent status, shall be made in writing once every two (2) years, unless the teacher received a less than satisfactory Stull Evaluation on his/her previous evaluation.
 - 11.2.1 Unit members with ten (10) years of District Teaching experience shall have a Stull Evaluation ever three (3) years rather than every two (2) years, unless the evaluator determines that there exists cause for the unit member to remain on the existing evaluation schedule.
- 11.3 The District shall normally schedule a meeting on or before October 15th with each teacher to be evaluated, but no later than November 1st. At this meeting, the identified evaluator will furnish a copy of the evaluation procedures. The evaluator and evaluatee will seek to agree on: (1) the goals and objectives to be achieved during the evaluation period; (2) the progress of students toward the established standards; (3) the teacher's non-instructional duties and responsibilities; (4) the suitable learning environment within the scope of the teacher's responsibilities; and (5) classroom management/instructional techniques and strategies used. If a teacher and his/her evaluator cannot agree on one or more of these matters, the disagreement shall be noted on the District evaluation form prior to the actual evaluation assessment.
- 11.4 Observation Procedures
 - 11.4.1 For each permanent teacher, the evaluation procedures shall include one scheduled observation of no less than thirty (30) minutes. If a teacher receives a less than satisfactory observation in any area, more formal observations may be scheduled to review and assist remediation in the deficient area(s).
 - 11.4.2 Evaluation procedures for teachers not in permanent status shall include at least two observations of no less than thirty (30) minutes. The first observation shall be held within the first sixty (60) calendar days of the teacher's instructional year.
 - 11.4.3 Observation reports will be provided in writing within five (5) working days of the observation.
 - 11.4.4 Following classroom observations, and after the observation write-up is provided to the teacher, the administrator's conference with the teacher will be scheduled and held within two working days.

- 11.5 The final Stull evaluation shall be completed no later than (30) calendar days before the end of the teacher's instructional year. Evaluation shall be in writing and a copy of the evaluation report shall be furnished the evaluatee. The teacher shall be given the opportunity to append a written statement of his/her views to the evaluation report and such statements shall be included in the teacher's personnel file.
- 11.6 The teacher shall have the right to identify any constraints which the teacher believes may inhibit his/her ability to meet the objectives and standards established.
- 11.7 A teacher who received a less than satisfactory observation(s) shall, upon request, be entitled to an additional classroom observation and conference by a mutually agreed upon District evaluator.
- 11.8 In the case of an observation that is less than satisfactory, the evaluator shall provide for direct assistance to the teacher in correcting cited deficiencies. The teacher has the responsibility of implementing the general assistance recommended to help remediate identified performance problems. The evaluator's role shall include, but not be limited to, the following:
 - 11.8.1 Specific written recommendations for improvement;
 - 11.8.2 Direct assistance, which could include, but not be limited to, release-time, some form of financial assistance, and other resources designed to assist the teacher in remediating identified deficiencies;
 - 11.8.3 A general time schedule shall be developed to monitor progress;
 - 11.8.4 The District assistance program shall continue until such time as the teacher has corrected the problem areas or the District takes other action.
- 11.9 In preparing the final Stull Evaluation form, the evaluator shall rely primarily upon data collected through observations and conferences.
- 11.10 Permanent teachers generally shall not be required to submit more detailed lesson plans than other permanent teachers at a school site, unless the teacher has received a less than satisfactory observation or evaluation and the requirement is part of the assistance to remediate an identified problem.
- 11.11 A teacher may be evaluated and held accountable for any aspects of the educational program over which he/she has the authority and facilities to correct deficiencies.
- 11.12 Teachers shall not evaluate and/or observe other teachers as part of the evaluation process.

- 11.13 The evaluation and assessment of teacher competence shall not include areas identified by the Education Code as being excluded from the Stull evaluation process.
- 11.14 The District and the Association shall mutually develop evaluation forms and append them to this Agreement. (Attachment 2)

ARTICLE 12: PERSONNEL FILES

- 12.1 All material placed in a unit member's personnel file shall be dated and identified by the person who prepared the material, subject to the following procedure:
- 12.1.1 A copy of any negative materials, or any letter of reprimand, which may affect employment will be provided to the unit member before it is placed in his/her personnel file. Receipt will be verified by unit members' signature.
 - 12.1.2 If the unit member alleges that the material is false, he/she shall have a reasonable time, as stated by the District but no less than ten (10) days, to produce evidence that is false. The unit member shall be allowed to present the evidence to the Assistant Superintendent of Human Resources who shall direct that the material not be placed in the unit member's personnel file if the Assistant Superintendent is convinced that the information in the document is not truthful.
 - 12.1.3 A unit member will be able to respond in writing if the material is placed in the personnel file.
 - 12.1.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
 - 12.1.5 There shall be a single personnel file for each unit member. Personnel files shall be kept in the District Office. Materials contained in a site file maintained by an administrator shall not be used in decisions affecting the assignment, discipline or employment status of a unit member unless that information has been entered in the official personnel file in a timely manner and as provided in this Article.

ARTICLE 13: PUBLIC CHARGES

- 13.1 Procedures for processing complaints against teachers received by the District shall be as follows:
 - 13.1.1 The complainant must first address the teacher in an effort to solve the dispute. If an administrator receives a complaint about a teacher, the administrator must first refer the complainant to the teacher in an effort to informally resolve the issue. Issues will not be addressed outside the presence of the teacher before this step is taken.
 - 13.1.2 Should the involved teacher or the administrator believe the allegations in the complaint warrant a meeting, the immediate supervisor or teacher shall attempt to schedule a meeting with the complainant. At the request of the unit member, an Association representative(s) may be present at the meeting. If the complainant refuses to attend the meeting without good cause, the complaint shall be disregarded.
 - 13.1.3 If a meeting is held and the matter is not resolved at said meeting to the satisfaction of the complainant, his/her complaint will be put in writing and submitted to the District with a copy to the teacher.
- 13.2 Anonymous complaints, complaints which are withdrawn or complaints not in writing shall not be placed in the teacher's personnel file, or utilized in any evaluation, assignment or disciplinary action against the unit member.
- 13.3 Notwithstanding any other provision herein, this article shall not apply in cases involving complaints against unit members in which the subject matter is addressed under State or Federal law including, but not limited to, complaints involving child abuse, sexual harassment, discrimination, civil rights, and other statutory violations.

ARTICLE 14: NON-DISCRIMINATION/ACADEMIC FREEDOM

- 14.1 Teacher application forms and oral interview procedures shall not refer to membership in, or preference for, employee organizations.
- 14.2 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the pupils, and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's obligation to pursue truth in the performance of their teaching functions.
- 14.3 The teacher's right to assign grades shall be consistent with or pursuant to Education Code section 49066.

ARTICLE 15: SAFETY CONDITIONS OF EMPLOYMENT

- 15.1 Any employee who observes an unsafe working condition or potentially violent incident, shall immediately report, in writing, to his/her site administrator, such conditions(s) including the grounds for believing or alleging it unsafe or potentially violent. If this involves an extreme emergency or imminent danger, it may be reported orally and followed by a written report.
- 15.2 The site administrator will take immediate steps to determine the nature and extent of the alleged unsafe working conditions after the written report is received. If deemed to be an extreme emergency or imminent danger, the site administrators shall make an IMMEDIATE inspection to determine appropriate action. If not deemed to be an immediate emergency or imminent danger, an inspection shall take place no later than one working (24 hours) day.
- 15.3 The site administrator shall communicate in writing his/her decision back to the employee. This decision shall include the following:
 - 15.3.1 Whether an extreme emergency or imminent danger exists;
 - 15.3.2 Whether an unsafe working condition exists;
 - 15.3.3 What action will be taken to correct any unsafe working condition;
 - 15.3.4 The approximate timeline for correcting this situation; or
 - 15.3.5 What provisions are stipulated, if any, by the building administrator to require the employee to continue the performance of his/her assigned duties.
- 15.4 If the employee disagrees with section 15.3.1 or 15.3.5 above, he/she shall immediately transmit, in writing, a disagreement statement to his or her site administrator and request a timely inspection by a third party maintaining knowledge in this area.
- 15.5 Upon receipt of this request, the site administrator shall immediately contact the appropriate third party and request an inspection and the third party shall determine a) if an extreme danger does exist, or b) the appropriate action needed to insure the safety of the employee.
- 15.6 If the employee disagrees with sections 15.3.2, 15.3.3, or 15.3.4 above, the Grievance procedure may be used. The filing or pendency of any grievance alleging an unsafe condition of employment shall not be construed as justification for refusal to perform assigned duties.

- 15.7 Each teacher in his/her respective school shall be furnished a written description of the rights and duties with respect to handling student discipline problems. This plan shall include, but not be limited to, written disciplinary procedures, teachers' rights and duties, and referral mechanisms.
- 15.8 Upon written request, the District will consider replacement or repair, at District discretion, of the damaged or destroyed clothing or other personal property worn by a teacher while performing services for the District.
- 15.9 All teachers will report any suspicious objects. No teacher shall be required to search for a bomb or put himself or herself in any immediate danger in any situation. Class time will be made up at the discretion of the District.
- 15.10 If requested by the District, the District will assume responsibility for a teacher's instruments or audio-visual equipment if used pursuant to a District authorization form signed by a principal.
- 15.11 Employees shall immediately report in writing to their immediate supervisor cases of assault or threatened assault suffered by them in connection with their employment.
- 15.12 The District shall provide each classroom and major work area with an appropriate first aid kit.

ARTICLE 16: CLASSROOM AIDES AND STUDENT TEACHERS

- 16.1 Unit members may request to be included on an interview team for prospective classroom aides.
- 16.2 The District will confer with unit members on the assignment of student teachers from teacher training institutions.
- 16.3 No student teacher will be assigned to a class without the consent of the administrator and the master teacher.

ARTICLE 17: ILLNESS/INJURY LEAVE

- 17.1 Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of illness/injury leave available to the unit member from the first work day of each year. Illness/injury leave, which is not used, shall accumulate from year to year without limit. Any used but unearned sick leave shall be deducted from final pay warrant upon termination.
- 17.2 Unit members who work less than full-time shall be entitled to accumulate and use illness/injury leave for all such service at a rate that is in the same proportion as their part-time employment bears to full-time employment.
- 17.3 In addition to all illness/injury leave entitlement that a unit member may accumulate within the District, he/she shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in a position requiring certification qualifications in another California school district according to the Education Codes.
- 17.4 The District shall annually provide each teacher with a written statement of his/her accrued sick leave no later than October 15 of each year.
- 17.5 Unit members may use accumulated illness/injury leave and extended illness leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage or childbirth and recovery there from. The length of such disability leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her physician or a licensed medical practitioner.
- 17.6 Certificated employees on extended regular contracts will be granted sick leave in addition to regular sick leave, at the rate of one (1) day per month or partial month(s), as long as the increment is at least one-half (1/2) of the school days. This provision does not apply to extra-curricular assignments and/or summer school.
- 17.7 Personnel teaching Adult Evening High School in addition to their full-time position within the District shall be allowed to use one-half (1/2) day per semester of their accumulated District injury/illness leave for every semester three hour class taught. Each absence from the Adult School assignment shall be charged at the rate of one-half of a full day of sick leave.
- 17.8 No salary or sick leave deduction is made for absence due to a verifiable contagious disease contacted during the performance of school duties with other persons having a contagious disease, for the period of isolation or quarantine. Written verification from an attending physician or a certificate from the County Health Department is required.

17.9 Long Term Differential Illness Leave

- 17.9.1 A long-term illness leave may be granted a teacher upon written verification from the personal physician that illness or accident will keep the teacher from duty for an extended period of time.
- 17.9.2 The teacher shall receive regular salary until the expiration of his/her accumulated sick leave which shall be used prior to the availability of the five month differential period in Paragraph 17.9.3 below.
- 17.9.3 The five (5) month period shall begin upon exhaustion of the teacher's accumulated sick leave. The teacher shall receive the difference between his/her salary and the approved per diem pay of a substitute teacher.
- 17.9.4 For any portion of the five months remaining after expiration of accumulated sick leave, the teacher shall receive the difference between his/her salary and the per diem rate of a substitute teacher, but no less than fifty percent (50%) of the teacher's regular salary.
- 17.9.5 Unused portion of the five month differential pay may not be carried-over to the succeeding school year, except as provided by statute.
- 17.9.6 The District may require a physical examination by a medical practitioner, at the District's expense, to confirm fitness to resume duties before a teacher is eligible to return to work.

ARTICLE 18: BEREAVEMENT LEAVE

- 18.1 A teacher will be granted three (3) days leave, or five (5) days if the employee must travel out of state or more than 300 miles one way, on account of the death of a member of the immediate family. The "immediate family" means mother, father, mother-in-law, father-in-law, step-parents, step-children, significant other, sister-in-law, brother-in-law, child, grandmother, grandfather, grandchild, spouse, son-in-law, daughter-in-law, brother, sister, aunt, uncle, legal guardians and foster children of the teacher or anyone living in the immediate household of the teacher. A teacher who utilizes Bereavement Leave on account of the death of a spouse, domestic partner, child (including foster child) or parent may utilize the entire five (5) days.
- 18.2 Absence for a day or less to attend the funeral of a fellow teacher, student, or former employee of the District may be granted upon special request of the site administrator. Such absence shall be without loss of pay.
- 18.3 See Article 24: Personal Necessity Leave, Section 24.2.1 regarding death or serious illness of a relative other than the immediate family.

ARTICLE 19: JURY LEAVE

- 19.1 A teacher may be absent from duty to serve as a regularly called juror, not including Civil Grand Jury, or if subpoenaed as a court witness, other than as litigant, without loss of pay or deduction of sick leave provided that any fees paid by the court shall be endorsed to the District; but the District will reimburse the teacher for expenses included in the check.
- 19.2 Request for jury duty leave shall be submitted promptly to the site administrator accompanied by a copy of the official notice of jury duty.
- 19.3 Teachers shall submit written verification of attendance for each day of leave under this Article.

ARTICLE 20: PERSONAL LEAVE

20.1 Personal Leave Without Pay

20.1.1 A unit member may apply for and shall be granted an unpaid health leave of absence for the remainder of the current school year and up to one (1) additional school year. The unit member shall furnish the District, upon request, a physician's verification of his/her need for such health leave. Such leave may be extended for an additional twelve (12) months.

20.1.2 The District may grant a unit member, upon request, an unpaid leave of absence for up to one (1) school year to pursue personal endeavors such as, but not limited to, study, exchange teaching, Peace Corps, Vista, or other personal interests.

ARTICLE 21: INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 21.1 The accident or illness must have arisen out of and in the course of the employment of the teacher and must be accepted as a bona fide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund or another carrier.
- 21.2 The teacher shall notify the District as soon as possible, when an injury or illness arising out of and in the course of employment occurs.
- 21.3 Allowable leave for each accident or illness shall be for a period of sixty (60) days during which the schools of the District are required to be in session or when the teacher would otherwise have been performing work for the District in any one fiscal year.
- 21.4 Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury. Allowable leave shall not be accumulated from year to year.
- 21.5 The leave shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.
- 21.6 During any paid leave of absence, the employee shall be paid such a portion of salary due him/her for any month in which the absence occurs, which when added to his/her temporary disability indemnity will result in a payment not to exceed his/her full salary.
- 21.7 The benefits provided in this Article are in addition to the regular sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of an employee who has qualified for and is absent as the result of an industrial accident or illness.

ARTICLE 22: FAMILY CARE LEAVE

- 22.1 Employees who have completed one year of service, which includes at least 1250 hours of service for the District during the previous one year period (District full-time employees working a complete school year have satisfied the minimum hourly requirement) have the right to request unpaid leave of absence for up to 12 workweeks within a 12-month period for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, or parent with a serious health condition, or medical leave for the employee's own serious health condition.
- 22.2 There is no carry-over of unused leave from one 12 month period to the next 12-month period.
- 22.3 "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
- 22.4 "Serious health condition" means an illness, injury, impairment, or physical or mental condition of the employee or a child, parent or spouse of the employee which involves either:
- 22.4.1 Inpatient care in a hospital, hospice or residential health care facility or,
 - 22.4.2 Continuing treatment or continuing supervision by a health care provider.
- 22.5 "Spouse" means a partner in marriage or domestic partnership as defined by California Family Code or Law.
- 22.6 If both parents of a child who are entitled to family care leave under section 22.1 of this Article are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents' family care leave to total more than the amount specified in section 22.1, above.
- 22.7 The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than 30 days prior to the date a leave is to begin, the employee must give at least 30 days prior written notice.
- 22.8 If leave is needed for a planned medical treatment or supervision, the employee shall

make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care providers' approval.

- 22.9 Verification may be required by the District to verify the serious illness of the child, spouse, or parent. The District will accept medical verification by the treating health professional. Verification shall include the following:
 - 22.9.1 The date on which the serious health condition began.
 - 22.9.2 The probable duration of the condition;
 - 22.9.3 The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - 22.9.4 If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to perform the functions of his/her job.
- 22.10 Family care is an unpaid leave of absence. During the period of family care leave, the employee shall be entitled to twelve (12) weeks of the District's contribution toward medical, dental and vision plans, or cash, as provided in Article 34 of this Agreement, as provided to regular bargaining unit members. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee.
- 22.11 Prior to using this leave, the District may require the employee to use the appropriate paid leave for the employee's own serious health condition.
- 22.12 For purposes of family care leave the 12-month period shall be July 1st to June 30th.
- 22.13 The employee shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under this Agreement.
- 22.14 Upon granting an employee's request for family care leave, the District shall guarantee to reinstate the employee in the same or a comparable position when the leave ends.

ARTICLE 23: EMPLOYEE DIFFERENTIAL LEAVE

- 23.1 An employee may absent himself/herself from duty for personal reasons not to exceed two (2) days in any school year. The employee shall notify his/her principal or supervisor forty-eight (48) hours in advance of the absence. No more than three (3) employees may use this leave per day per school site without District approval. (Note: A District form is provided for this request.)
- 23.2 The employee shall pay the full cost to hire a substitute. In order to receive full credit for retirement purposes a check for the cost of the substitute should be made out to the District and delivered to the Payroll Department prior to the fifth of the following month.
- 23.3 For purposes of this section nothing less than a half-day is to be used.
- 23.4 In the case of serious illness of a member of his/her immediate family, a unit member may arrange with the District an extension of differential leave within the current academic year with the option to reapply for the next year.

ARTICLE 24: PERSONAL NECESSITY LEAVE

- 24.1 The teacher, at his/her election may claim and deduct up to seven (7) days per year from his/her accumulated sick leave in case of personal necessity. Additional days from accumulated sick leave may be granted by the District on a case-by-case basis without precedence. Prior approval by the District will not be required for the following reasons:
 - 24.1.1 Death or serious illness of a member of his/her immediate family as defined in Bereavement Leave;
 - 24.1.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family.
 - 24.1.3 Inability to get to the employee's assigned place of duty because of circumstances beyond his/her control and as subsequently approved by the District.

- 24.2 Prior approval is necessary before the leave is deducted from the above seven (7) days whenever possible. Absences which may be charged to the teacher's accumulated sick leave under this section include the following:
 - 24.2.1 Death or serious illness of a relative other than the immediate family or a close personal friend;
 - 24.2.2 Appearances in response to an official order from a duly authorized governmental agency, which cannot be scheduled outside of the work day;
 - 24.2.3 Illness or accident to immediate family member.
 - 24.2.4 Paternity leave or domestic partner leave during and immediately after the birth of the child.
 - 24.2.5 Professional Growth

- 24.3 If more than seven (7) days of personal necessity are used in a year or if personal necessity days exceed the employees accumulated sick leave bank, the employee will be docked their daily per diem rate of pay.

- 24.4 A teacher may take up to four (4) days of the total seven (7) days of personal necessity leave with advanced notification to the site administrator which may be used as employee discretionary days. There shall be no more than three (3) teachers per day per school site who may use this leave on any given day, except with District approval. This leave shall not be used for concerted activities and is not cumulative. Teachers are expected to use professional judgment concerning the use of these days.

ARTICLE 25: SABBATICAL LEAVE

- 25.1 *Eligibility:* Any certificated employee of the District for not less than seven (7) consecutive years may apply for a leave of absence for one year, and/or one semester, and/or one trimester. Sabbatical leaves for certificated employees shall be limited to two percent (2%) of the full-time teachers in the District.
- 25.2 *Formal Study:* An applicant who applies for professional leave under this section shall agree to undertake a full-time program of study in an accredited university or institution of higher learning. Evidence of the successful completion of the formal study program shall be filed in the form of a transcript, certified by an approved institution, of work taken and grades earned.
- 25.3 *Independent Study:* An applicant for an independent study leave shall agree to pursue a program of study, research, and/or experience under the guidance of a sponsor from a recognized institution of higher learning. The program must be at least equivalent in effort and content to the required units of a formal study leave. Evidence of the successful completion, or of satisfactory progress in the pursuit of the independent study program shall be in the form of a written statement from the sponsor.
- 25.4 *Travel:* An applicant for sabbatical leave under this provision shall submit brief statements of the proposed itineraries which must be so planned as to demonstrate specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which he/she is engaged. A report shall be submitted to the Superintendent upon completion of the trip attesting to the satisfactory fulfillment of this requirement.
- 25.5 *Procedures:* An applicant for sabbatical leave shall file a request with the Superintendent no later than 60 days prior to the trimester/semester in which the sabbatical leave is requested. After all applications are received they will be evaluated within thirty (30) days. In the event more applicants apply than those allowed, seniority in the District will be a considering factor. The application must be accompanied by a physician's certificate of health, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed. The application is subject to approval by the Governing Board.
- 25.6 *General Regulations:* Sabbatical leaves of absence shall not be granted for less than the full trimester/semester.
- 25.7 *Accident or Illness:* Interruption of the program of study or travel caused by serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid the employee under the terms of the agreement for

sabbatical leave. If possible, the Superintendent must be notified by registered mail within ten (10) days after the accident or illness and a doctor's statement verifying the accident or illness must be submitted.

- 25.8 *Compensation:* The salary paid the teacher on sabbatical leave shall be his/her salary minus the substitute's salary or 50% of his/her salary whichever is greater. The teacher shall have the right to continue to receive all health and welfare benefits at District expense during the sabbatical leave. Salary shall be paid on a monthly basis during the sabbatical.
- 25.9 A good faith effort will be made to return the teacher to the position held at the time of granting of the sabbatical leave, subject to District transfer and assignment policies.
- 25.10 A teacher returning from sabbatical leave will be placed on the salary schedule as if the teacher had remained in active service.
- 25.11 The number of teachers, if any, on sabbatical leave shall be determined by the District. Factors to be considered shall be:
 - 25.11.1 Value of the sabbatical leave to the District;
 - 25.11.2 Budgetary considerations;
 - 25.11.3 Seniority;
- 25.12 A teacher who has taken leave under this Article shall render service equal in length to double the length of the sabbatical after completion of the sabbatical. If a teacher fails to return, following a Sabbatical Leave, he or she shall reimburse the District for the compensation and benefits provided to the employee during the Sabbatical Leave.

ARTICLE 26: HEALTH LEAVE

- 26.1 Upon a doctor's recommendation, a teacher may be granted a leave of absence without pay for reasons of health. Such leave shall be by mutual agreement between the District and the teacher.
- 26.2 Prior to return to service, the teacher must submit a written statement from the teacher's physician certifying the teacher's ability to return to full-time service.
- 26.3 Request for health leave shall be submitted in writing to the District as soon as practicable.
- 26.4 A teacher may be eligible for medical coverage as provided in Article 22, Family Care Leave.

**ARTICLE 27:
VOLUNTARY DONATION OF SICK LEAVE TO ANOTHER EMPLOYEE**

- 27.1 When a catastrophic illness or injury incapacitates a unit member or a member of his/her immediate family, and the unit member has exhausted all paid leaves of absence, the unit member may receive donations of sick leave credits from other unit members.
 - 27.1.1 The unit member shall provide written verification of the illness/injury from the member's physician indicating the probable duration of the illness or injury.
 - 27.1.2 Unit members may donate accrued sick leave credits to the unit member making the request.
 - 27.1.3 Donations will be turned in to an OTA site representative who will submit them to the District as needed.
 - 27.1.4 Once donations are submitted to the District, the donations are irrevocable.
 - 27.1.5 Sick leave may not be transferred by any employee who, following transfer of the sick leave, will have less than ten (10) days of accumulated sick leave remaining.

ARTICLE 28: LEGISLATIVE LEAVE

- 28.1 Bargaining unit members elected in municipal, state, or federal elections to hold a public office may use up to three (3) Personal Necessity days for purposes of official business directly associated with the elected position.

ARTICLE 29: CHILD-REARING LEAVE

- 29.1 The District may provide unpaid leave for a teacher who is a natural or adopting parent or domestic partner for the purpose of rearing an infant child. A teacher shall notify the District as soon as practical prior to the anticipated date on which the leave is to commence.
- 29.2 A teacher may use up to thirty (30) days of accrued sick leave for childcare related to or immediately following adoption of an child.
- 29.3 Teachers would be entitled to additional family care leave as provided in this Agreement, Article 22.

ARTICLE 30: LEAVES

30.1 General Leave Provisions

- 30.1.1 The District may require a doctor or licensed medical practitioner verification of illness if the District has a reasonable suspicion of abuse of the leave taken. This may include questionable patterns of taking the leave(s).
- 30.1.2 No teacher shall be gainfully employed by any other school district while on leave of absence status from the District without written District approval.
- 30.1.3 Before a teacher is eligible to return to work from a leave of absence occasioned by disability, illness or injury, the District may require a physical examination by a physician prior to the teacher's resumption of duties.
- 30.1.4 Leaves of absence may be extended only upon written approval by the District.
- 30.1.5 Employees on unpaid leave shall have the right to pay insurance premiums subject to the following limitations:
 - 30.1.5.1 The insurance benefit is provided by this contract;
 - 30.1.5.2 The District's contract with the carrier permits employees on unpaid status to pay such premiums;
 - 30.1.5.3 The payments are made pursuant to forms and procedures established by the District.
- 30.1.6 Unless otherwise provided in this contract, an employee on paid leave of absence under the provisions of this contract shall be entitled to: 1) An employee returning from any leave of absence of a year or less or an employee returning from a Sabbatical Leave shall be placed in his/her previous assignment. An employee returning from a leave of more than a year shall be placed in his/her previous assignment if it exists and is filled with other than a permanent or probationary employee. 2) Receive credit for annual salary increments provided during his/her leave; 3) receive during his/her leave all other fringe benefits to the extent not expressly prohibited by law.
- 30.1.7 Any other leaves involving extenuating circumstances may be requested through the Superintendent's office for School Board approval. The terms and conditions of granting such leaves shall remain the sole discretion of the School Board.

30.1.8 An employee who fails to return to work at the expiration of an approved leave shall be deemed to be absent without justification, and shall be subject to such disciplinary action including loss of employment and all rights and privileges associated with it as the District deems appropriate within the provisions of the Education Code.

ARTICLE 31: HOURS/WORK YEAR

31.1 High School Work Day

At Oakdale High School a seven period day will be offered to students using the District approved bell schedule.

Period 1	7:40 – 8:30
Period 2	8:36 – 9:26
Brunch	9:26 – 9:36
Period 3	9:42 – 10:32
Period 4	10:38 – 11:28
Lunch	11:28 – 12:13
Period 5	12:19 – 1:09
Period 6	1:15 – 2:05
Period 7	2:11 – 3:01

31.1.1 On three days per week, teachers are required to provide 30 minutes of office hours on a schedule established with the site administrator. During this time teachers will be in a designated location and will be available to help students. This service can be before school, lunch-time, or after school.

31.1.2 The regular teacher work day at Oakdale High School is three hundred eighty five minutes (385) which includes a forty-five minute duty free lunch, a ten (10) minute break, and six (6) minute passing periods between classes.

31.1.3 Teachers will have five (5) periods of student instruction and have one (1) preparation period. The primary purpose of preparation periods is for staff members to prepare for all of their classes every day. A secondary purpose of preparation periods and other time on campus is to provide time for professional obligations and related activities. Teachers may be required to use their prep periods to meet for staff/curriculum development in accordance with the goals and objectives of the District. The maximum number of prep period meetings shall be two (2) a quarter. The site administrator shall give a 36 hour advance notice prior to prep period staff meetings except in the case of emergency situations.

31.1.4 Teachers will be scheduled periods one (1) through six (6) or periods two (2) through seven (7) as determined by student and department needs. Teachers scheduled one (1) through six (6) shall have their workday end no later than the regularly schedule six (6) period day and teachers scheduled two (2) through seven (7) shall have their workday end no later than the regularly scheduled seven (7) period day.

31.1.5 Each year the District will identify and post the number and type of six period teaching assignments available for the subsequent year. The complete list may not be known until the subsequent year begins. Teachers selected to teach six periods will receive additional compensation of 17% of their salary based on their placement on the salary scale.

31.1.6 Selection of teachers wishing to teach a 6th period class or a 7th period assignment shall be based upon the needs of the District in consultation with the chair of the affected department.

31.1.7 Teachers teaching six periods may return to a five period teaching assignment by giving written notice to the District by April 15 of the preceding year.

31.1.8 If by the end of the fourth week of school, the student enrollment does not warrant the number of sections allocated, the District will have the discretion to reduce six period assignments back to five. Teachers reduced to five sections will be paid for the contracted days worked plus three on the six period salary schedule.

31.1.9 If in the determination of the district, the student numbers at the end of the first semester do not warrant the number of sections allocated to a school, teachers teaching six periods will be reduced to five at the discretion of the district. The employee will be notified of this change by December 20 of the school year.

31.1.10 Counselors shall be treated as if they taught six (6) periods daily and in addition shall receive 5% of step A/1 (certificated) for their credential.

31.2 Junior High Work Day

31.2.1 The Junior High (grades 7 and 8) teacher workday will coincide with that of the student instructional day. The annual number of minutes at Oakdale Junior High shall be 57,500 including passing time (subject to pending legislation). Minimum days will end at 11:40 a.m., as long as the finalized number of minimum days do not require additional time. Teachers shall receive a minimum of forty-five (45) minutes of duty free lunch.

31.2.2 Junior High unit members shall have no more than six (6) periods of student contact per day. Junior High unit members shall be assigned a preparation period within the instructional day. The preparation period shall be the same length as a regular class period. If a teacher is selected to teach a 7th period based on District needs, he/she would receive additional compensation of 17% of their salary.

31.2.3 Counselors shall be treated as if they taught seven (7) periods daily and in addition shall receive 5% of step A/1 (certificated) for their credential.

31.3 Elementary Work Day

31.3.1 The work day for teachers of morning kindergarten classes and grades 1-6 will normally coincide with and begin twenty (20) minutes prior to the student instructional day. Teachers of afternoon kindergarten classes will work a commensurate day, normally beginning at 9:00 a.m., unless there is a minimum day schedule. Hours beyond those of the students' day will be used to fulfill other professional obligations such as back-to-school night, open house, SST and IEP meetings. The teachers who work with the safety patrol do not have yard or bus duty.

31.3.2 Grades 1-3 will have forty (40) minutes of recess and ten (10) minutes of flex time to be determined by the site administrator; grades 4-6 will have twenty (20) minutes of recess.

31.3.3 The annual student contact minutes at each grade level at 180 days shall be based upon the following:

- 31.3.3.1.1 Kindergarten instructional day – 36,000 minutes
- 31.3.3.1.2 1st - 3rd grade instructional day – 50,400 minutes
- 31.3.3.1.3 4th - 6th grade instructional day - 54,000 minutes
- 31.3.3.1.4 7th - 8th grade instructional day - 54,000 minutes
- 31.3.3.1.5 9th - 12th grade instructional day - 64,800 minutes

31.3.3.1.5.1 For the 2010/2011 school year only, the instructional minutes will be based on 175 days as follows:

- 31.3.3.1.5.1.1 Kindergarten – 35,000 minutes
- 31.3.3.1.5.1.2 1st – 3rd grade – 49,000 minutes
- 31.3.3.1.5.1.3 4th – 8th grade – 52,500 minutes
- 31.3.3.1.5.1.4 9th – 12th grade – 63,000 minutes

31.3.4 Classroom teachers in grades 1-6 shall have sixty (60) minutes of duty free preparation time per week, which shall consist of sixty (60) minutes during student contact time. As part of the above preparation time, first through sixth grade teachers will be required to be in the library during their library period. During this time students will be under the supervision of the classroom teacher while the instruction is provided by other personnel. The remaining thirty (30) minutes per week of preparation time will be provided through such an activity as music instruction, and the regular classroom teacher is not required to be

present during that time. Kindergarten teachers shall have a minimum of 30 minutes per week during library/computer and shall remain with their students. If music time is available, for all Kindergarten classes, Kindergarten teachers shall also receive music preparation time.

31.3.5 The work hours of kindergarten teachers shall include teaming with other kindergarten teachers for sixty (60) minutes per day to prepare and present kindergarten lessons, or where there are no other kindergarten teachers to team with at the site, teaming with another primary grade teacher to provide instructional assistance as assigned by the site principal or a mutually agreed upon (teacher/principal) plan. Kindergarten teachers shall not be required to provide teaming assistance or the mutually agreed upon plan during parent conferences or minimum days.

31.3.6 If holidays, non-instructional days or minimum days occur on designated prep days, the prep will not ordinarily be rescheduled. If site scheduled events occur on a designated prep day, the lost prep time shall be rescheduled during the school year by the site administrator. The current practice of rotating Monday prep by site annually shall be continued.

31.3.7 The District shall limit evening non-instructional supervision of students for K-6 teachers to not more than two (2) evenings per year per teacher.

31.4 Excluding emergencies and inclement weather days, teachers shall be given a lunch period of a minimum of forty-five (45) minutes in grades K-6 free of duty or required travel.

31.5 Relief breaks shall be provided to teachers who have more than two hours without a scheduled break or passing time.

31.6 Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and relief breaks as do other unit members.

31.7 The District and administrators shall start meetings 15 minutes after the finish of school with the meetings lasting an average of one (1) hour and not to exceed one and one half (1 ½) hours. Faculty meetings are not to exceed one per month unless administration and department chairs agree that another needs to be scheduled, 7-12, two per month K-6.

31.8 Participation by unit members on District committees shall be on a voluntary basis, with the exception of the GATE program, bilingual committee or other committees as required by law. The District shall notify the Association of impending District committees and solicit volunteers.

- 31.9 No unit member shall be required to participate in programs on Saturday or Sunday.
- 31.10 Any district required K-6 in-service programs will be included as part of the regular monthly staff meetings except in an emergency.
- 31.11 Assigned duties are those tasks that greatly enhance opportunities for students and add to the profession beyond the school day. Teachers are paid for an assigned duty. Assigned duties must be offered to the teaching staff before the position is offered to other individuals. If no qualified certificated employee applies the position will be offered to a qualified outside candidate. Assigned duties for which payment is received shall not count as an adjunct duty. The variety of assigned duties and the remuneration based on the established formula are contained in Appendices A, B, C, D at the end of this agreement.
- 31.12 Athletics will be offered during seventh period. PE credit may be offered to athletes. The Athletic Director will monitor and certify all sports rosters for credit.
 - 31.12.1 Coaches may coach on their prep periods.
 - 31.12.2 The site administrator has the authority on prep period assignments.
 - 31.12.3 It will be the goal of the site administrator to provide a balanced master schedule.
- 31.13 A coaching stipend will be offered for each sport as per Appendix A.
 - 31.13.1 The coaching stipend remains unaffected by prep, seventh period coaching, or any scheduling situations.
- 31.14 Beginning with the 2006-2007 school year, newly hired Physical Education teachers may be required to coach up to two (2) Oakdale Junior High School sports or one (1) Oakdale High School sport for a maximum of ten (10) years.
- 31.15 The District and the Association shall mutually agree upon the school calendar prior to adoption.
- 31.16 The number of days for all schools shall be 182 days for teachers, which includes 180 instructional days and two (2) work-days.
 - 31.16.1 183 days for new teachers hired into the District beginning 2006-2007, which includes 180 instructional days and three (3) work-days.
 - 31.16.2 192 days for counselors

- 31.16.3 The maximum amount of time allocated for meetings on the work-day will not exceed two (2) hours. The remainder of the work-day is for teacher classroom preparation.
- 31.17 There shall be five (5) minimum days scheduled for parent conferences in grades 1-6. These days shall be scheduled consecutively and will not include a student retention day. In addition, there shall be four (4) minimum days scheduled in grades K-6, the day before Thanksgiving, the day before Christmas, Open House, and the last day of school. The Junior High and High School shall have three (3) minimum days per semester for final examinations and additional minimum days for Back-to-School Night and the day before Thanksgiving. Teachers may leave at the end of the student contact time on minimum days except for staff development days.
- 31.17.1 There will be seven (7) additional minimum days. Five (5) of these days will be for teacher collaboration/planning. Two (2) days will be used for District staff development needs. If the staff development days are not needed by the District, they will revert to teacher collaboration/planning.
- 31.17.2 If the District needs additional staff development time, this may be arranged with, and agreed upon, with the OTA President.
- 31.18 Certificated employees shall not be required to substitute for another employee unless considered an emergency by the principal or his/her designee. For district or school initiated professional activities that would require a teacher to be absent from their assigned class(es) in which another teacher is asked to substitute, the teacher substituting will be reimbursed at 1/5 of the in-district substitute rate or the teacher may choose to receive comp time. Comp time must be used during the year it is earned and cannot exceed more than one day per year in no less than 1/2 day increments, except as otherwise approved by the District. The administration of the comp time shall be done at the site.
- 31.18.1 There will be seven (7) additional minimum days. Five (5) of these days will be for teacher collaboration/planning and will be developed by department chairpersons (7-12) and grade level chairpersons (K-6). Two (2) days will be used for District staff development needs. If the staff development days are not needed by the District, they will revert to teacher collaboration/planning.
- 31.18.2 If the District needs additional staff development time, this may be arranged with, and agreed upon, with the OTA President
- 31.19 Adjunct duties are those tasks that involve supervision or assistance to students and other district/teacher oriented assignments. A teacher shall not be required to perform more than four (4) adjunct duties at Oakdale High School, and two (2) adjunct duties

at Oakdale Jr. High School and East Stanislaus High School.

31.19.1 7-12 Duties shall be selected on the basis of seniority.

31.19.2 Adjunct duties include, but are not limited to:

- (1) Athletic contests
- (2) Dances
- (3) Musical and Performing Arts activities
- (4) Club sponsor
- (5) Class advisor
- (6) Extended field trips
- (7) Long range committee assignments that meet beyond the work day

31.19.3 Activities conducted as a class advisor or club sponsor shall be awarded as an additional adjunct duty(s).

31.19.4 Adjunct duty jobs will not include any of the following: bus supervision, ticket selling, or a duty traditionally done by a uniformed peace officer.

31.20 At Oakdale High School, the department chairs and the Principal will meet with the Athletic Director to review the adjunct duty list. If the number of adjunct duty positions requires less than four per teacher, the number will be reduced by seniority. Adjunct duty signups will be conducted during the staff meeting on the teacher workday at the beginning of each school year.

31.21 Junior High instructors will be relieved of before and after schoolyard duties and detention.

31.22 The District will provide grade 1 – 6 relief by covering AM duty before school. The teachers will continue to provide AM/PM recess and bus duties on a fair and equitable basis as assigned by the Site Administrator.

31.23 Teachers at the East Stanislaus Continuation High School will teach five (5) periods and have one (1) preparation period.

31.24 The workday for Charter School Teachers is 385 minutes, which includes a 45-minute duty free lunch and a 10-minute break. The workday must start by 7:40 am and may not end before 2:05 pm and staff meeting/in-service requirements for 7-12 teachers must be met.

31.25 OTA represents Independent Study teachers. Full-time Independent Study teachers shall be placed on the teacher's salary schedule according to years of experience and units. Placement on the teachers' salary schedule shall be as follows: A teacher with a

student load of 25 students (five students a day/five days a week) will be placed on the five period salary schedule; a teacher with a student load of 30 student (six students a day/five days a week) will be placed on the six period salary schedule. No current full-time teacher will be reduced to part-time unless necessitated by reduction in program. Full-time Independent Study teachers will receive full benefits.

- 31.26 Part-time Independent Study teachers will be paid the hourly rate (see Appendix H) and will have the option of purchasing the District's benefit plan at their own expense.
- 31.27 A seniority list will be established based on the teacher's first date of hire in the Independent Study Program in the previous Oakdale High School District or the current Oakdale Joint Unified School District.
- 31.28 Each teacher will have a minimum of four (4) students.
- 31.29 Independent Study teachers will be compensated for preparation time at a rate of fifteen (15) minutes/student/week for each 45 minutes of student instruction time.
- 31.30 Independent Study teachers will be compensated for all time spent on duties required in the registration of new students, not to exceed two (2) hours/student without administrative approval.
- 31.31 Independent Study teachers will be compensated at the District curriculum rate for staff meetings, required District in-service meetings, and for time spent on extra duties, such as, but not limited to: ordering materials, providing in-service to new independent study teachers, and curriculum alignment with the State Content Standards.

ARTICLE 32: SALARY SCHEDULE

- 32.1 The 2.5% reduction in all salaries and stipends negotiated in 2009-2010 will stay in place until otherwise negotiated or until the furlough day flexibility is removed by State mandate.
- 32.2 Any negotiated salary increases apply to all salary schedules in this agreement.
- 32.3 If any other District employee (excluding the Superintendent) receives a salary or benefit increase, OTA and the District will reopen negotiation on salaries and/or benefits.

ARTICLE 33: HEALTH & WELFARE BENEFIT

- 33.1 The District maximum annual contribution will be as follows:
- 33.1.1 Oakdale Union Elementary School District certificated employees who selected cash in lieu of health coverage as of June 1, 1998 will be able to continue selecting the cash-out provision with a continuing maximum annual contribution by the District in the amount of \$5000. If the employee selects health coverage, that selection shall terminate the "cash-out" option.
 - 33.1.2 The District shall provide an annual contribution in the amount of \$6270 for health coverage for single and/or employee-plus-one coverage. If the selected health and welfare coverage costs less than the District's maximum contribution, the employee may select to "cash-out" the difference in cost.
 - 33.1.3 For full-family coverage the District's maximum annual contribution for the level shall be \$7000. There shall be no "cash-out" provision provided at this contribution level.
 - 33.1.4 In addition, the District shall provide a \$20,000 life insurance policy for each unit member.
 - 33.1.5 The parties agree to establish an IRC Section 125 plan for the benefit of its certificated employees.
 - 33.1.6 The District shall provide retirees with medical benefits for the employee only at the single party rate for the plan in which the retiree is enrolled at the time of retirement, or a minimum of the District's annual contribution amount for single and/or employee-plus-one coverage, whichever is higher. The coverage will be in effect for 10 years or until the qualification age for Medicare, whichever comes first. Teachers must work in the District a minimum of ten (10) years before receiving retirement medical benefits.
 - 33.1.6.1 If the retiree elects to obtain health coverage outside the District, the District will pay for coverage according to 34.1.6 not to exceed the cost of the outside coverage. The retiree must provide proof of coverage and cost to the District for payment. Retiree cannot elect to cash-out the difference between the outside cost and the District contribution amount.
 - 33.1.7 Both the District and the Association will study alternate health providers, with the District taking the lead for providing information and arranging presentations for the Unit's insurance committee and/or general membership review.

ARTICLE 34: PROFESSIONAL GROWTH

- 34.1 The District will notify credential holders of the need to renew their credential one-year prior to the expiration date of their credential.

ARTICLE 35: SALARY SCHEDULE APPLICATION PROVISIONS

- 35.1 Placement on the salary schedule is based upon semester and/or converted quarter units received after the date of receiving B.A. degree and verified by transcripts.
- 35.2 All lower division courses and courses from a non-WASC or regional accredited college or university must receive prior District approval.
- 35.3 Only grades of "C" or better, or "Pass" in a pass-fail course, are acceptable.
- 35.4 Work must be taken and sealed official transcripts received by the District on or before October 1 for credit for the ensuing year.
- 35.5 The units must be clearly and substantially supportive of the teacher's professional growth. Professional growth courses shall be defined as those courses which are within the field of education, methodology or subject matter areas which will contribute significantly to his/her position in the District and/or qualify the teacher for another certificated position within the District, or allow the teacher the opportunity to advance to a higher position in the District.
- 35.6 Units which substantially duplicate other units will not receive salary credit, unless the units are required by the District.
- 35.7 If the District pays for a required course, that course shall not be eligible for salary schedule placements (except as under 36.16).
- 35.8 If the District rejects units which are submitted by a teacher under Sections 36.2, 36.6, 36.7 of this Article, or at initial determination of acceptance of Master's Degree, the teacher shall have the right to request the opportunity to present the rejected units to the Unit Review Committee. The Unit Review Committee shall be selected as follows: three (3) members selected by the District and three (3) members selected by the Association. The majority vote of the Committee members shall be necessary to give the teacher credit for the units. The Committee shall apply the provisions uniformly for all bargaining unit members.
- 35.9 A maximum of fourteen (14) of prior service credit will be given to unit members who have maintained an approved teaching credential while teaching in a private or public school system. This provision does not apply to unit members hired prior to the 2001/2002 school year.
- 35.10 Credit for an M.A. degree shall be an additional 5% of the base salary, step 1-column 1.
- 35.11 If an employee completing the required units to move to a new class has been at the

top of the previous class for more than one year, the employee shall be given credit for the appropriate years of service when moving to the new class.

35.12 Counselors shall be treated as if they taught six periods daily.

35.13 For any certificated employee that works more than his/her contracted days, when District initiated, a per diem rate will be paid. Otherwise, it will be negotiated.

35.14 Teachers who are requested to participate in training, will receive the following support from the District:

35.14.1 Pay course, workshop, conference fee

35.14.2 Reimburse mileage, meals, approved lodging, materials

35.14.3 Provide time from regular activities

35.14.4 Units earned will be given credit on the salary schedule. If the employee does not want to apply units to the salary schedule, the employee will be paid for actual in class/workshop time at the current extra duty rate.

35.14.5 For the staff members who take a special certification test such as the B-CLAD, the district will reimburse any required fee for taking the test at the time the employee passes the exam.

35.14.6 Courses taken, workshops attended, etc. will require advanced approval by the superintendent or designee.

35.15 Current certificated employees, (June 30, 1998) shall be Y-rated to continue receiving their longevity payments. The salary schedule shall be revised to reflect longevity steps at each of the columns; longevity step 18 – will reflect a 3% increase over the previous step of the same column, longevity step 22 – will reflect a 3% increase over longevity step 18 of the same column, longevity step 26 – will reflect a 3% increase over longevity step 22 of the same column, and longevity step 30 – will reflect a 3% increase over longevity step 26 of the same column.

35.16 Salary Schedule for 2011-2012; See Appendix D.

35.16.1 Salary year for all certificated unit members will begin on July 1st.

35.17 Supplemental Pay (Extra-curricular or Co-curricular Contracts) see Appendix A & B.

35.17.1 Participation in programs beyond the regular work day shall be voluntary and paid in accordance with the title of the activity and the number of positions

listed in Appendix A and B of this Agreement. Supplemental contracts shall continue from year to year unless terminated in writing by either party. All such positions shall be opened to unit members before they are offered to people outside the unit.

35.17.2 Outdoor Education:

35.17.2.1 Outdoor education is part of the 6th grade teaching assignment.

35.17.2.2 With site administrator approval sixth grade teachers who have attended the camp program may trade the entire week, or split the stay, with District certificated staff.

35.17.2.3 The stipend shall be 1.25% of step A/1 on the Certificated Salary Schedule, total, which will be paid from the General Fund.

35.18 Salary Schedule Column & Step Management

35.18.1 Effective with the 1998-99 school year unit members who have served in the District in a paid capacity for at least 75% of the scheduled workdays shall qualify for schedule movement in the following school year. Unit members working less than 75% of the scheduled work year days shall receive credit for the percentage of time served each year and when completing an equivalent of 75% of the scheduled work days shall be entitled to schedule movement at the beginning of the next school year. Employees shall not be given salary advancement on their anniversary date or any date other than the beginning of their scheduled work year. Effective with 2001/2002 school year unit members who have served in paid certificated capacity in an accredited school for at least 75 % of the school year shall receive a full year of service credit.

35.19 Moving Compensation

35.19.1 For each move in and for each move out that involves a change in classroom, teacher will be paid for 5 hours at the Certificated Supplemental Extra Duty Rate (not to be less than \$18/hour), these hours to take place outside of the teacher's workday.

ARTICLE 36: EARLY RETIREMENT

- 36.1 A teacher may apply to the Board of Trustees for a Reduced Workload Program (Willie Brown Retirement). If eligible, required in Education Code Section 44922 and approved by the Board of Trustees, the teacher would work a fifty (50) percent schedule and both the teacher and the District would contribute to STRS an amount that would have been paid had the member been employed full-time.
- 36.2 A Golden Handshake will be offered for the 2005-2006 school year if the District Superintendent, the Assistant Superintendent of Business Services and the County Office of Education certify that the District will benefit by an early retirement incentive. If the District determines that an early retirement cannot be certified for the 2005-2006 school year, then the 2006-2007 school year will be considered under the same guidelines. The early retirement incentive program will be the California State Teacher Retirement System's (STRS) two-year additional service credit and shall be in accordance with the rules and regulations set forth by OTA and the District to determine qualified candidates for the early retirement incentive plan.

ARTICLE 37: CLASS SIZE

- 37.1 Class size in excess of thirty (30), except in music and physical education, shall be reviewed by the District, and leveling of all classes will be maintained where practical.
 - 37.1.1 There shall be an enrollment committee at each school site to review leveling of class size and of special needs students as identified in 38.4. All site committees shall meet at the end of the second week of school to address leveling concerns at the sites. Three (3) weeks after the beginning of the school year, representatives from each elementary site will meet with the Deputy Superintendent Human Resources to address District wide leveling concerns and to work together to level elementary class sizes across the District. When other enrollment issues are brought to the attention of a committee member, the committee will meet.
 - 37.1.2 After the classes have been leveled and the total number of students in excess of thirty (30) per grade level or subject reaches thirty (30) district wide, a new class or section shall be formed provided facilities and funds are available.
- 37.2 There will be a maximum of two (2) combination classes at each elementary site.
 - 37.2.1 Teachers in combination classes will not have yard duty.
- 37.3 The District will provide the Association a copy of the District grade level enrollment form on a monthly basis.
- 37.4 Clusters of students classified as English Language Learners, GATE, special education or as special needs with identified learning and/or physical disabilities shall be considered in a review of class size. Every effort will be made for the above listed clusters of students to be equally distributed among the teachers. The District goal will be to have no more than 40% English Language Learners in any K-12 class except for those classes specifically designed for second language learners. The District will provide Oakdale Teachers' Association with data regarding English Language Learners, Title I, and special needs students at the beginning of each school year and again in January.
- 37.5 At Oakdale High School, the maximum class size for the Wood Technology classes and the Auto Technology classes shall be 28. Enrollment in Agricultural Technology classes will be limited to the number of stations available for students. No students may be added to these classes after the completion of the safety units which take place the first two weeks of school (unless the student transfers from another school where he/she was enrolled in a comparable class).

ARTICLE 38: SUPPORT PROVIDER

Continuation of the Support Provider Program (BTSA/PAR) is dependent on funding from the state.

38.1 Selection Committee Membership

38.1.1 The Association shall select four (4) certificated classroom teachers - two elementary, one junior high school, and one high school - who shall serve as the teacher representatives on the selection committee. The teacher representatives shall, at all times, constitute a majority of the total selection committee. The BTSA/Teacher Trainer will serve on the committee in an advisory role. The committee will be chaired by the Assistant Superintendent of Curriculum and Instruction.

38.1.2 All teachers interested in serving on the Support Provider Committee will have a minimum of five years experience in the Oakdale Joint Unified School District and is currently in a full time teaching position. The teacher will submit their names to their Oakdale Teachers' Association building representative. The names of these nominees will be placed on ballot.

38.1.2.1 No teacher serving on the Support Provider Selection Committee will be eligible to apply for a Support Provider position during the period of time they serve on the committee.

38.1.3 The selection committee membership shall be determined no later than March of the year preceding selection of the Support Provider(s) for the next year. Teacher members shall serve for a term of two (2) years.

38.2 Selection Committee Duties

38.2.1 The District shall inform the selection committee of the number of mentor teacher openings available. The selection committee shall seek applications for the Support Provider Program from the body of eligible classroom teachers and shall submit its recommendations for the subsequent school years Support Providers to the Board no later than April of each school year.

38.2.2 The openings will be determined based on the number of beginning teachers at each site. Support Providers will be chosen and placed according to site, grade level and/or subject area needs. The selection committee shall recommend a candidate for each opening.

38.2.3 Pursuant to the above duties, the District may provide release time for

committee members as necessary.

38.3 Support Provider Application Procedures

- 38.3.1 Any teacher who meets the following qualifications may apply to become a Support Provider:
 - 38.3.1.1 Holds a valid California teaching credential.
 - 38.3.1.2 Has achieved permanent status (tenured) in the Oakdale Joint Unified School District.
 - 38.3.1.3 Has five years of recent classroom teaching instructional experience with the Oakdale Joint Unified School District.
 - 38.3.1.4 Is currently in a full time classroom teaching position within the Oakdale Joint Unified School District.
- 38.3.2 Support Provider Program applications shall be submitted to the Support Provider Selection Committee using the designated application form.
- 38.3.3 Support Providers shall serve for a term of one school year. Extensions may be granted on a yearly basis, based on district need as defined in article 39.2.2.

38.4 Support Provider Program Stipends and Funding.

- 38.4.1 Each Support Provider will receive a \$3,000.00 stipend per beginning teacher (each Support Provider will not support more than two beginning teachers) over and above their regular salary. If a Support Provider serves less than a full school year, the stipend will be prorated.
- 38.4.2 Sufficient support funds should be retained to cover expenses associated with implementing the program. The amount will be determined by state fund allocation.
- 38.4.3 No more than 10% of the combined funding for the Support Provider stipend and support fund allowance may be used for administrative costs.

38.5 Support Provider Duties

- 38.5.1 Exact duties will be established by the Teacher Trainer/BTSA Coordinator based on the state induction program for beginning teachers.

38.5.2 Possible duties may include:

38.5.2.1 Provide staff in-service for staff.

38.5.2.2 Assist probationary teachers on a weekly basis.

38.5.2.3 Assist teachers to observe exemplary programs or to attend conferences.

38.5.2.4 Provide in-service to staff as new programs are implemented.

38.5.3 Beginning Teachers will not visit teacher's classrooms unless it is approved by the Teacher Trainer/BTSA Coordinator and the classroom teacher.

38.5.4 Support Providers will not evaluate other teachers.

ARTICLE 39: COMMITTEES

- 39.1 High School and Junior High Department Chairpersons will be elected bi-annually by the department members whose majority assignment would be within that Department.
- 39.2 Elementary grade level chairpersons will be selected annually by their grade level peers with approval of the site administrator.

ARTICLE 40: PAR

40.1 Program Components

- 40.1.1 The purpose of this Program is to provide assistance, renew quality teaching and offer remediation to permanent teachers whose performance has been evaluated as "unsatisfactory" in four out of five areas by the principal or designated evaluator. Teachers recommended to the program are viewed as valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement. It shall be the obligation of the Peer Assistance and Review Panel to report the results of this intervention to the Board of Trustees of the District.
- 40.1.2 Assistance provided by the peer coach shall focus on the specific areas recommended for improvement by the participating teacher's evaluator based upon the "unsatisfactory" ratings in the performance evaluation that resulted in the referral to the PAR program.
- 40.1.3 Assistance and remedial efforts and activities shall be multifaceted, and shall be preceded by a conference in the spring of the year when the teacher received the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the coach to begin the development of an Individual Learning Plan. If the permanent teacher so desires, the Association shall provide representation at this meeting.
- 40.1.4 The course of assistance shall include one or more of the following:
 - 40.1.4.1 Multiple classroom observations by the peer coach.
 - 40.1.4.2 Assistance specific to the area of teaching methodology or instruction, or other areas deemed in need of assistance by the peer coach during the period of assistance.
 - 40.1.4.3 Opportunities for the teacher receiving assistance to observe exemplary teachers.
 - 40.1.4.4 District-provided professional development opportunities.
 - 40.1.4.5 Conference attendance, often in the company of the peer coach, to facilitate reflection on how this experience fits into the Individual Learning Plan.

40.2 PAR Panel

- 40.2.1 The PAR panel shall consist of five (5) members, three (3) members chosen by the Association and the remaining two(2) members shall be certificated administrators selected to serve on the panel by the Superintendent. A quorum for the panel meetings shall be 4/5 of the membership. Decisions shall be made by consensus when possible. Should a vote be required, action must be based on an affirmative vote of at least three (3) of the members.
- 40.2.2 Teacher panel members will be selected by July 1 of each year and serve staggered terms of three (3) years. At the beginning of this program, the terms of the teacher members shall be one at 2 years, one at 3 years, and one at 4 years.
- 40.2.3 The PAR panel will establish the meeting schedule. To hold meetings, four of the five members of the panel must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the panel will be released from their regular duties without loss of pay. If responsibilities extend beyond the regular workday, the panel teachers shall be compensated at the designated hourly rate.
- 40.2.4 Teachers who serve as panel members must be credentialed teachers with at least six (6) years of teaching experience in the Oakdale Joint Unified School District.
- 40.2.5 If a member of the panel leaves prior to the completion of his or her term, the PAR panel shall consist of five (5) members, three (3) members chosen by the Association and the remaining two (2) members shall be certificated administrators selected to serve on the panel by the Superintendent. The vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.
- 40.2.6 A panel member shall neither participate in discussion nor vote on any matter in which he or she has personal conflict of interest.
- 40.2.7 The PAR Panel Responsibilities:
 - 40.2.7.1 Establishing rules of procedure.
 - 40.2.7.2 Selecting a chairperson
 - 40.2.7.3 Providing annual training for PAR panel members.
 - 40.2.7.4 Create an application for Peer Coaches (in the initial year of the program)

- 40.2.7.5 Selecting peer coaches and assigning them to participating teachers.
- 40.2.7.6 Accepting referrals for permanent teacher peer assistance from principals or designated evaluators.
- 40.2.7.7 Sending written notification of participation in the PAR program to the participating teacher, peer coach, and the principal or designated evaluator.
- 40.2.7.8 Meeting to review the work of the coaches with their caseloads.
- 40.2.7.9 Reviewing peer review reports prepared by peer coaches.
- 40.2.7.10 Monitoring the progress of permanent teacher peer assistance, including making reports to the Board of Trustees regarding PAR program participants, and informing the Board of the names of PAR participants who have not demonstrated "satisfactory improvement" after receiving sustained assistance from a peer coach. All reports pursuant to this provision shall be made to the Board no later than February 15, or the school year in which the PAR program was utilized to assist the teacher.
- 40.2.7.11 The panel shall deliberate whether:
- 40.2.7.12 The teacher is now "proficient" in the areas evaluated, or
- 40.2.7.13 Along with input of the peer coach that further assistance and remediation will not be beneficial. Written support for this conclusion must be presented to the panel, or
- 40.2.7.14 The teacher would benefit from another year of participation in the PAR program.
- 40.2.7.15 Deliberations of the panel shall be closed and confidential. Panel decisions shall be based on the information provided by the coach, the principal/evaluator, and the permanent teacher or his/her association representative.
- 40.2.7.16 Neither the teacher, coach, nor principal/evaluator may be present during deliberations of the panel, which are confidential. The panel may request additional information from any teacher involved in the program.
- 40.2.7.17 The panel shall report their findings to the Board of Trustees.

40.2.7.18 Recommending a budget for the program, subject to Board approval. Expenditures for the PAR program shall not exceed funds that are available through the passage of AB IX without mutual agreement of the parties.

40.3 Peer Coaches

40.3.1 A peer coach is a permanent unit member who provides assistance to a participating teacher pursuant to the PAR program. Peer coaches will possess the following qualifications.

40.3.1.1 At least six (6) years of recent experience in the District as a teacher.

40.3.1.2 Demonstrated exemplary teaching ability as per Ed Code 44500.

40.3.1.3 Extensive knowledge and mastery of subject matter, teaching strategies, instruction techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.

40.3.1.4 Ability to communicate effectively both orally and in writing.

40.3.1.5 Ability to work cooperatively and effectively with others.

40.3.1.6 Possess effective leadership skills.

40.3.2 The number of coaches shall be determined by the number of eligible participants in the PAR program and funding available from the state for the program.

40.3.3 A coach's term would be subject to annual evaluation by the panel. The documentation of such information shall not be made a part of the coach's personnel file, except upon written request of the individual coach.

40.3.4 Coaches will be selected by the PAR panel and assigned to assist another teachers who is in need of development of subject matter knowledge, teacher strategies, teaching methodology or instruction.

40.3.5 Peer coach selection

40.3.5.1 A letter of vacancy will be posted at all sites and at the District Office.

40.3.5.2 Candidates must file an application with the Panel, and include references from at least two (2) people with direct knowledge of the

applicant's abilities to be a peer coach.

40.3.5.3 Panel members may observe candidates for peer coach performing in their classrooms prior to the selection. Observations will be arranged with the site administrator and the candidate.

40.3.5.4 The panel shall establish additional procedures for selecting peer coaches, which shall be made known in advance to all candidates.

40.3.5.5 Selection of a peer coach shall be by majority vote of the panel.

40.3.6 Peer coach responsibilities

40.3.6.1 Coaches shall have responsibility for up to three (3) teachers, each of whom shall receive a minimum of twenty (20) hours of assistance, which must be completed prior to February 15.

40.3.6.2 The peer coach and participating teacher shall prepare an Individual Assistance Plan which outlines the assistance to be provided as well as time lines.

40.3.6.3 Peer coaches will be trained to offer both peer assistance and to understand the specific functions of the PAR program.

40.3.6.4 A peer coach will provide assistance to a participating teacher in improving instructional performance. This assistance will typically include:

40.3.6.4.1 Meet and consult with the principal or designee of the referred teacher at the beginning of the assistance program to discuss the areas of concern.

40.3.6.4.2 Conduct multiple observations of the participating teacher during periods of classroom instruction.

40.3.6.4.3 Demonstrate good practice to the participating teacher.

40.3.6.4.4 Use school district resources to assist the participating teacher.

40.3.6.4.5 Monitor the progress of the participating teacher and maintain a written record.

40.3.6.4.6 Make status reports to the PAR panel.

40.3.7 In the event that a peer coach is required to work beyond the regular workday, he/she will receive \$25.00 per hour for all additional time. For purposes of training in the Peer Assistance Review process, peer coaches will receive an annual stipend of \$1,500.00 for training outside of the teacher's duty day.

40.4 Permanent Teacher Due Process Rights

40.4.1 A participating teacher is a unit member who receives assistance and coaching to improve instructional skills and classroom management, as identified in the District evaluation form. Unit members who receive an "unsatisfactory" will be required to participate in the PAR program as an intervention. (An "unsatisfactory" is defined to be an evaluation in which the unit member receives an unsatisfactory rating in four of the five evaluation areas.)

40.4.2 The PAR council will assign a peer coach to the participating teacher. The participating teacher has the right to meet with the PAR council to discuss the assignment of the peer coach within two (2) weeks of notification.

40.4.3 The participating teacher shall be entitled to review all reports generated by the peer coach prior to their submission to the panel and to have his/her comments affixed. The peer coach will provide the permanent teacher being reviewed with copies of the reports at least five (5) working days prior to any such meeting.

40.4.4 The permanent teacher shall have the right to be represented in any meetings of the panel to which they are called, and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.

40.4.5 The permanent teacher shall have the right to timely progress reports.

40.4.6 The procedures of the PAR process are subject to the grievance process, not inclusive of the content of the documents within this process.

40.5 Volunteer Teacher Participants

40.5.1 A permanent teacher who seeks to improve his/her teaching performance may request the PAR panel to assign a peer coach to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance and that the peer coach play no role in the evaluation of the teaching performance of a Voluntary Teacher Participant. The teacher may terminate

his/her participation in the PAR program at any time without a requirement to give a reason for said request.

40.5.2 Unless requested by the teacher, information obtained by the peer coach while working with the teacher cannot be utilized in the evaluation process and or as the basis for mandatory participation in the PAR program.

40.6 Miscellaneous Provisions

40.6.1 Funds shall be set aside to allow for release days and/or conferences as developmental tools for teachers and peer coaches assigned to the program.

40.6.2 It is the intent of the District and the Association that this article remain in effect as long as specific state funding for the California Peer Assistance and Review Program for Teachers is received by the District. If state funding for the PAR program is eliminated, this article shall expire and have no force or effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the PAR program has been eliminated.

40.6.3 The District and the Association agree that this article shall be reopened if either the Education Code Section 44500 et. Seq. or the state's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

40.6.4 Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to remain in employment, probationary or temporary certificated employee.

40.6.5 Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or teacher under the provisions of the Education code relating the employment, classification, retention or non-reelection of certificated staff.

40.6.5.1 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.

40.6.6 The District shall hold harmless and provide a defense to the members of the PAR panel and the peer coaches for any liability arising out of their participation in this program as provided by Education Section 44503. All legal costs for the above will be borne by the District.

- 40.6.7 All proceedings and materials related to the administration of the program shall be strictly confidential. Therefore, Panel members and coaches may disclose such information only as necessary to administer the program.
- 40.6.8 Documents and writings related to an employee's participation in the PAR program are regarded as personal matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et. Seq.)
- 40.6.9 Functions performed by teacher panel members and/or peer coaches pursuant to the program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 340.1 of the Government Code.

ARTICLE 41: PERSONNEL ACTION

- 41.1 The Purpose of this article is to provide a corrective and remedial sequence of steps as a means of disciplining certificated employees if the need arises. Under the provisions of this article, the unit member shall not be disciplined without just cause.
- 41.2 The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands and unpaid suspensions for up to nine (9) days.
- 41.3 The following progressive discipline procedures will be applied, except where the serious nature of the offense allows the District to bypass a prior disciplinary step or steps. Serious offenses include, but are not limited to, cases involving gross misconduct, or conduct that constitutes a hazard to other persons. Whether or not the serious nature of the offense allows bypassing progressive discipline steps may be submitted to arbitration under Article 9 of the collective bargaining agreement.
 - 41.1.1 Subject to the exceptions noted above in the first paragraph of this section, the employer shall first issue a verbal warning.
 - 41.1.2 If the verbal warning is not effective, the employer will issue a written warning.
 - 41.1.3 Written reprimands will be imposed if the unit member has received a verbal warning and a written warning about similar actions within the last 24 months. (However, reprimands may not be based on warnings related to conduct occurring more than 12 months prior to ratification of the 2004-2007 collective bargaining agreement by the Board of Trustees.) The unit member will sign the reprimand to acknowledge receipt and a copy will be placed in the unit member's personnel file.
 - 41.1.4 Except in cases involving serious offenses as defined above in the first paragraph of this section, suspension without pay will not be imposed unless the unit member has received a written reprimand about similar actions within the last 24 months. (However, suspensions may not be based on warnings or reprimands relating to conduct occurring more than 12 months prior to ratification of the 2004-2007 collective bargaining agreement by the Board of Trustees.) A bargaining unit member may be given an unpaid disciplinary suspension of up to nine (9) days. The length of a suspension will relate to the severity of the action.
 - 41.1.5 The following process shall be followed in imposing unpaid disciplinary suspensions:

- 41.1.1.1 Prior to the imposition of a suspension under this Article, the bargaining unit member shall be given written notice of the proposed disciplinary action and the cause(s) thereof. The written notice shall include the specific date(s) of the proposed suspension, which shall be at least five (5) days after the bargaining unit member is given or mailed a copy of the written notice. The written notice shall include a statement that the bargaining unit member shall have at least five (5) days to appeal the proposed suspension.
- 41.1.1.2 If no appeal to the proposed suspension is filed by the bargaining unit member, within five (5) days after the bargaining unit member is given or mailed a copy of the written notice, the proposed suspension shall go into effect on the date(s) indicated on the written notice.
- 41.1.1.3 The bargaining unit member may appeal the proposed suspension, by filing a written appeal with the Superintendent or designee within five (5) days after the bargaining unit member is given or mailed a copy of the written notice. The Superintendent or designee shall investigate the matter, and shall determine whether to uphold, deny or modify the proposed suspension. The investigation may include meeting(s) with any relevant individual as determined by the Superintendent or designee or as requested by the bargaining unit member. The Superintendent or designee shall render a written decision on the matter, and shall give or mail a copy of the written decision to the bargaining unit member.
- 41.1.1.4 If the Superintendent or designee decides to uphold the proposed suspension or modify the proposed action to include at least one (1) day of suspension, the bargaining unit member may appeal the determination to binding arbitration. Such an appeal must be submitted in writing within five (5) days of the written decision of the Superintendent or designee. Failure to file such a written appeal shall constitute a waiver of the bargaining unit member's right to challenge the suspension.
- 41.1.1.5 If an appeal to binding arbitration is filed, the District may either defer imposition of the suspension until the conclusion of the appeals process, may allow the suspension to go into effect without pay, or may allow the suspension to go into effect with pay. If the suspension is with pay and the suspension is later upheld after the conclusion of the appeals procedure, a future paycheck of the bargaining unit member will be docked to reflect the period of

unpaid suspension. If the suspension is without pay and the suspension is later invalidated after the conclusion of the appeals procedure, the bargaining unit member shall be paid the previously docked pay amount, by separate check, within forty (40) days.

- 41.1.1.6 The appeal of the proposed suspension may be submitted to binding arbitration pursuant to Article 9: Grievance Procedure.

ARTICLE 42: SAVINGS

- 42.1 If any provision of this Agreement is held to be contrary to law by a final court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE 43: REOPENERS

- 43.1 Reopeners: Each year for the life of the contract
 - 43.1.1 Salary
 - 43.1.2 Health and welfare benefits
 - 43.1.3 Two (2) existing Articles of each sides' choice.
 - 43.1.4 Any Article by mutual agreement of the parties.
 - 43.1.5 Schedule of Negotiations
 - 2011-12 Reopeners
 - 2012-13 Reopeners
 - 2013-14 Successor Agreement

ARTICLE 44: SIGNATURE PAGE

Executed by authorized representatives of the parties to this Agreement.

OAKDALE TEACHERS
ASSOCIATION

OAKDALE JOINT UNIFIED
SCHOOL DISTRICT

PRESIDENT

BOARD PRESIDENT

_____, 2011
DATE

_____, 2011
DATE

APPENDIX A: Athletic Stipends 2011-12 - High School

Base = 38,835

SPORT	# OF	% OF BASE	STIPEND	COSTS
FOOTBALL - Head Varisty	1	12.50%	4,854	4,854
Asst Varsity	2	10.00%	3,884	7,768
Head Junior Varsity	1	10.00%	3,884	3,884
Asst Junior Varsity	2	9.00%	3,495	6,990
Head Frosh	1	10.00%	3,884	3,884
Asst Frosh	2	8.20%	3,184	6,368
CROSS COUNTRY	1	7.00%	2,718	2,718
WATER POLO - Varisty Boys	1	7.00%	2,718	2,718
Varsity Girls	1	7.00%	2,718	2,718
Jr. Varsity	1	6.50%	2,524	2,524
TENNIS - Boys	1	7.00%	2,718	2,718
Girls	1	7.00%	2,718	2,718
VOLLEYBALL - Varsity	1	9.40%	3,650	3,650
Asst. Varsity	1	7.00%	2,718	2,718
Junior Varsity	1	7.00%	2,718	2,718
Frosh	1	6.75%	2,621	2,621
BASKETBALL - Varsity Boys	1	11.00%	4,272	4,272
Asst Varsity	1	7.00%	2,718	2,718
Junior Varsity - Boys	1	8.20%	3,184	3,184
Frosh - Boys	1	7.00%	2,718	2,718
Varsity - Girls	1	11.00%	4,272	4,272
Asst Varsity	1	7.00%	2,718	2,718
Junior Varsity - Girls	1	8.20%	3,184	3,184
Frosh - Girls	1	7.00%	2,718	2,718
WRESTLING - Head	1	10.00%	3,884	3,884
Assistant	1	7.00%	2,718	2,718
SOCCER - Head Boys	1	8.20%	3,184	3,184
Head - Girls	1	8.20%	3,184	3,184
Head JV - Boys	1	7.00%	2,718	2,718
Head JV - Girls	1	7.00%	2,718	2,718
BASEBALL - Varisty	1	11.00%	4,272	4,272
Asst. Varsity	1	7.00%	2,718	2,718
Junior Varsity	1	8.20%	3,184	3,184
Frosh	1	7.00%	2,718	2,718
SOFTBALL - Varsity	1	11.00%	4,272	4,272
Asst. Varsity	1	7.00%	2,718	2,718
Junior Varsity	1	8.20%	3,184	3,184
Frosh	1	7.00%	2,718	2,718
TRACK - Varisty	1	11.50%	4,466	4,466
Assistant	4	7.50%	2,913	11,652
GOLF - Boys	1	7.00%	2,718	2,718
Girls	1	7.00%	2,718	2,718
SWIMMING - Head	1	9.00%	3,495	3,495
Assistant	1	6.50%	2,524	2,524
Jr. Varsity	1	6.50%	2,524	2,524
ATHLETIC DIRECTOR	1	12.75%	4,951	4,951
ATHLETIC TRAINER	1	17.00%	6,602	6,602
TOTALS	53		153,891	173,193

APPENDIX A: ATHLETIC STIPENDS 2011 - 2012
Junior High School

Base = 38,835

SPORT	# OF	% OF BASE	STIPEND	COSTS
FLAG FOOTBALL				
7th Grade	1	3.50%	1,359	1,359
8th Grade	1	3.50%	1,359	1,359
VOLLEYBALL				
7th Grade	1	3.50%	1,359	1,359
8th Grade	1	3.50%	1,359	1,359
BASKETBALL				
7th Grade Boys	1	3.50%	1,359	1,359
8th Grade Boys	1	3.50%	1,359	1,359
7th Grade Girls	1	3.50%	1,359	1,359
8th Grade Girls	1	3.50%	1,359	1,359
TRACK				
7th Grade Boys	1	3.50%	1,359	1,359
8th Grade Boys	1	3.50%	1,359	1,359
7th Grade Girls	1	3.50%	1,359	1,359
8th Grade Girls	1	3.50%	1,359	1,359
SOFTBALL				
7th Grade Girls	1	3.50%	1,359	1,359
8th Grade Girls	1	3.50%	1,359	1,359
WRESTLING				
Head	1	3.50%	1,359	1,359
TOTALS	15		20,385	20,385

**APPENDIX A: Athletic/Academic Stipends 2011-12
Playoffs/Extended Competition**

Amount	Per	Qualifiers
\$ 195.00	Week	All coaches of CIF sanctioned teams which make it to the playoffs.
97.50	Week in which there is extended season competition	Advisors and directors who provide supervision in support of such programs.
146.25	Week	Competitions such as academic decathlon and science Olympiad beyond the local level.

APPENDIX B: Extra Duty Schedule 2011 - 2012

Base = 38,835

HIGH SCHOOL

DUTY	# OF	% OF BASE	STIPEND	TOTAL COST
Music Production/Band	1	10.00%	3,884	3,884
Drama Production	1	8.00%	3,107	3,107
Dance Production	1	4.25%	1,650	1,650
Department Chair	12	4.25%	1,650	19,800
Section Allocations (\$5/sec)	317		1,585	1,585
Spirit Advisor - Varsity	1	12.00%	4,660	4,660
Junior Varsity	1	3.00%	1,165	1,165
Frosh	1	3.00%	1,165	1,165
Yearbook Advisor	1	4.25%	1,650	1,650
Color Guard	1	5.00%	1,942	1,942
Journalism	1	4.25%	1,650	1,650
Academic Decathlon	1	4.25%	1,650	1,650
FFA	1	4.25%	1,650	1,650
Activities Director	1	4.25%	1,650	1,650
Mock Trial Coach	1	4.25%	1,650	1,650
Education Foundation Liaison	1	4.25%	1,650	1,650
Model United Nations Advisor	1	4.25%	1,650	1,650
Speech Team Coach	1	4.25%	1,650	1,650
Link Crew Advisor	1	4.25%	1,650	1,650
TOTALS	29			55,458

JUNIOR HIGH SCHOOL

DUTY	# OF	% OF BASE	STIPEND	TOTAL COST
Music Production/Band	1	4.25%	1,650	1,650
Music Production/Choral	1	4.25%	1,650	1,650
Department Chair	6	4.25%	1,650	9,900
Section Allocations (\$5/section)				
Spirit Advisor	1	4.25%	1,650	1,650
Color Guard	1	4.25%	1,650	1,650
Pentathalon	1	4.25%	1,650	1,650
Yearbook Advisor	1	2.50%	971	971
Leadership Advisor	1	2.50%	971	971
TOTALS	13			20,092

ELEMENTARY

DUTY	# OF	% OF BASE	STIPEND	TOTAL COST
Science Olympiad Coach	4	2.50%	971	3,884
Music Production, Grades 4-6	3	2.50%	971	2,913
Outdoor Education	Varies	1.25%	485	Varies
Ag Day Chairperson	2	2.50%	971	1,942
Grade Level Chairperson			292.50	
TOTALS	7			6,797

**APPENDIX C:
Independent Study Instructor's Part-time Salary Schedule 2011-2012
Effective: 07/01/11**

	A	B	C	D	E	F
		15 units	30 units	45 units	60 units	75 units
Step 1	24.90	26.17	27.41	28.64	29.88	31.14
2	26.17	27.41	28.64	29.88	31.14	32.38
3		28.64	29.88	31.14	32.38	33.63
4		29.88	31.14	32.38	33.63	34.88
5			32.38	33.63	34.88	36.11
6			33.63	34.88	36.11	37.37
7			34.88	36.11	37.37	38.61
8				37.37	38.61	39.87

1. Placement on the schedule is based on semester units, upper division or graduate level, related to the teaching profession and received AFTER the date of receiving BA degree with verified transcripts.
2. Teachers who have a master's degree will receive an additional ninety (90) cents per hour.
3. Units completed which have been approved by the principal, should be submitted to the District Office on or before November 1 of each year.
4. Valley Oak High School teachers are required to attend eight (8) hours of in-service training each year.

APPENDIX D: Certificated Salary Schedule 2011-2012

		CERT					
		A (I)	B (II)	C (III)	D (IV)	E (V)	F (VI)
			15	30	45	60	75
			units	units	units	units	units
Step	1	38,835	40,653	42,457	44,270	46,085	47,901
	2	40,653	42,458	44,270	46,085	47,901	49,704
	3	42,458	44,270	46,085	47,901	49,704	51,517
	4	44,270	46,085	47,901	49,704	51,517	53,333
	5	46,085	47,901	49,704	51,517	53,333	55,144
	6	47,901	49,704	51,517	53,333	55,144	56,951
	7	49,704	51,517	53,333	55,144	56,951	58,767
	8		53,333	55,144	56,951	58,767	60,582
	9			56,951	58,767	60,582	62,396
	10				60,582	62,396	64,201
	11					64,201	66,023
	12						67,837
	13						69,649
	14						71,463
	18	51,196	54,933	58,660	62,400	66,127	73,607
	22	52,732	56,580	60,420	64,272	68,111	75,816
	26	54,314	58,278	62,232	66,200	70,154	78,091
	30	55,943	60,026	64,099	68,186	72,259	80,433

Masters: \$1,942 (5% of base - step 1 -A (1))
177
TRAD Days

OTA agrees to a 2.5% salary reduction to all salary and stipends for the 2011/12 school year. This agreement is contingent upon all Classified, Management, Confidential and Unrepresented employees taking the same salary reduction. It is also agreed that OTA members will receive five furlough days because of the 2.5 % reduction in salary. (OTA members will work 5 less days and receive a 2.5% total reduction in salary) The teacher work year will be 175 student days, 1 district day and 1 teacher workday for a total work year of 177 days. It is further agreed that the OJUSD will not enforce certificated layoff notices for the 2011-12 school year. The five furlough days mentioned above will be taken on the days indicated on the 2011-2012 school calendar.

APPENDIX E: Counselors Salary Schedule

(Reflecting a six period work day for full-time counselors with no preparation period. This schedule represents a seventeen percent increase over the regular certificated salary schedule.)

	A (I)	B (II) 15 units	C (III) 30 units	D (IV) 45 units	E (V) 60 units	F (VI) 75 units
Step 1	45,437	47,564	49,675	51,796	53,920	56,044
2	47,564	49,675	51,796	53,920	56,044	58,154
3	49,675	51,796	53,920	56,044	58,154	60,274
4	51,796	53,920	56,044	58,154	60,274	62,400
5	53,920	56,044	58,154	60,274	62,400	64,519
6	56,044	58,154	60,274	62,400	64,519	66,633
7	58,154	60,274	62,400	64,519	66,633	68,757
8		62,400	64,519	66,633	68,757	70,881
9			66,633	68,757	70,881	73,003
10				70,881	73,003	75,116
11					75,116	77,247
12						79,369
13						81,489
14						83,612
18	59,899	64,271	68,632	73,008	77,369	86,121
22	61,697	66,199	70,691	75,199	79,689	88,704
26	63,548	68,185	72,811	77,454	82,080	91,366
30	65,453	70,230	74,996	79,777	84,543	94,107

Masters: 1,942.00 (5% of base - step 1 - A(1) of regular certificated salary schedule)

Counselors will receive an additional 5% of the regular certificated salary schedule base for Education/Credentialing.

Work year: 187 days (for the 10 additional days, a per diem rate is to be paid beginning inclusive of the 178th work day.)

APPENDIX F: Extended Contract for High School Agriculture Teachers

The District shall offer extended day contracts up to a maximum of 213 days to high school agriculture teachers. These extended contracts shall be paid at the per diem rate.

APPENDIX G: Extra Duty payment Timeline

November Payroll - Payable 12/11

Fall Sports Coaches
Full Payment
Department Chairperson
Half Payment
Music Production/Band
Half Payment
Drama Production
Half Payment
Dance Production
Half Payment
Spirit Advisor
Half Payment
Yearbook Advisor
Half Payment
Journalism Advisor
Half Payment
Academic Decathlon Advisor
Half Payment
Color Guard Advisor
Half Payment
FFA Advisor
Half Payment
Elementary Chair
Half Payment

February Payroll - Payable 3/12

Winter Sports Coaches
Full Payment

May Payroll - Payable 6/12

Spring Sports Coaches
Full Payment
Department Chairperson
Half Payment
Music Production/Band
Half Payment
Drama Production
Half Payment

Dance Production
Half Payment
Spirit Advisor
Half Payment
Yearbook Advisor
Half Payment
Journalism Advisor
Half Payment
Academic Decathlon Advisor
Half Payment
Color Guard Advisor
Half Payment
FFA Advisor
Half Payment
Half Payment

Elementary Chair

APPENDIX H: Summer School Salary Schedule

Units	A/B 0-29	C 30 - 44	D 45-59	E 60 - 74	F 75 +
Step 1	26.63	27.80	28.20	30.03	33.99
2	27.68	28.86	29.28	31.05	35.07
3	28.79	29.93	30.33	32.15	36.06
4	29.86	31.00	31.42	33.26	37.17
5	30.91	32.08	32.47	34.30	38.25

This schedule applies: Summer School, Extended Summer School, Intersession and core academic areas for Century 21 Instruction.

An employee shall advance one (1) step at successful completion of each year in the District.

A full time instructor will have four (4) hours of student instruction time and will be paid for 45 minutes (3/4 hour) of prep time.

All summer school teaching positions will be declared "open" each year. Teaching assignments will be awarded to qualified candidates based on seniority and rotated on a yearly basis. Assignments will be offered at the top of the seniority list and move down until all positions are filled. The following year, positions will be offered starting just below the last accepted position from the previous year and then work down the list and back to the top until all positions are filled. It is understood that summer school positions will only be offered to qualified candidates.

ATTACHMENT 1: Grievance Procedure

CERTIFICATED GRIEVANCE FORM – LEVEL 2

Submission of Complaint – All portions of this section must be completed by the grievant. Attach copy of Informal Level determination.

Employee Name: _____ **Building:** _____

Description of Grievance: (Attach information required by OTA Contract, Article 9.3.22)

Date(s) Cause of grievance occurred: _____

Date(s) of Informal Meeting: _____

Specific Articles or policies alleged to have been violated:

Relief sought: _____

Date: _____

Signature: _____

Upon completion of this section, grievant shall distribute the original and 5 copies to the principal, with a copy each to the superintendent/designee, the Association, and retain a copy for his/her records.



Disposition by superintendent/designee:

Date: _____

Signature: _____

Upon completion of this section, principal shall retain original, present copy #1 to grievant, copy #2 to superintendent/designee, and copy #3 to the Association.

ATTACHMENT 2
OAKDALE JOINT UNIFIED SCHOOL DISTRICT
Certificated Evaluation Summary

Name: _____ Temporary: Probationary: Year: 1 2 Permanent:
 School: _____ Date: _____ Time: _____
 Grade Level: _____ Subject Area: _____

ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING*	<input type="checkbox"/> Meets and/or exceeds District expectations <input type="checkbox"/> Needs to improve to meet District expectations
--	--

- Using knowledge of students to engage them in learning.
- Connecting learning to students' prior knowledge, backgrounds, life experiences and interests.
- Connecting subject matter to meaningful real-life contexts.
- Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs.
- Promoting critical thinking through inquiry, problem solving and reflection.
- Monitoring student learning and adjusting instruction while teaching.

Comments:

CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING*	<input type="checkbox"/> Meets and/or exceeds District expectations <input type="checkbox"/> Needs to improve to meet District expectations
--	--

- Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.
- Creating physical or virtual learning environments that promote student learning reflect diversity and encourage constructive and productive interactions among students.
- Establishing and maintaining learning environments that are physically, intellectually and emotionally safe.
- Creating a rigorous learning environment with high expectations and appropriate support for all students.
- Developing, communicating and maintaining high standards for individual and group behavior.
- Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.
- Using instructional time to optimize learning.

Comments:

UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING*	<input type="checkbox"/> Meets and/or exceeds District expectations <input type="checkbox"/> Needs to improve to meet District expectations
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- Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.
- Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.
- Organizing curriculum to facilitate student understanding of the subject matter.
- Utilizing instructional strategies that are appropriate to subject matter.
- Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials to make subject matter accessible to all students.
- Addressing the needs of English Learners and students with special needs to provide equitable access to the content.

Comments:

PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS*	<input type="checkbox"/> Meets and/or exceeds District expectations <input type="checkbox"/> Needs to improve to meet District expectations
--	--

- Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction.
- Establishing and articulating goals for student learning.
- Developing and sequencing long-term and short-term instructional plans to support student learning.
- Planning instruction that incorporates appropriate strategies to meeting the learning needs of all students.
- Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

Comments:

ASSESSING STUDENT LEARNING*	<input type="checkbox"/> Meets and/or exceeds District expectations <input type="checkbox"/> Needs to improve to meet District expectations
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- Applying knowledge of purposes, characteristics and uses of different types of assessments.
- Collecting and analyzing assessment data from a variety of sources to inform instruction.
- Reviewing data, both individually and with colleagues to monitor student learning.
- Using assessment data to establish learning goals and to plan, differentiate and modify instruction.
- Involving all students in self-assessment, goal setting and monitoring progress.
- Using available technologies to assist in assessment, analysis and communication of student learning.
- Using assessment information to share timely and comprehensible feedback with students and their families.

Comments:

DEVELOPING AS A PROFESSIONAL EDUCATOR*	<input type="checkbox"/> Meets and/or exceeds District expectations <input type="checkbox"/> Needs to improve to meet District expectations
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- Reflecting on teaching practice in support of student learning.
- Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- Collaborating with colleagues and the broader professional community to support teacher and student learning.
- Working with families to support student learning.
- Engaging local communities in support of the instructional program.
- Managing professional responsibilities to maintain motivation and commitment to all students.
- Demonstrating professional responsibility, integrity and ethical conduct.

Comments:

SUGGESTION(S) TO ENHANCE STUDENT LEARNING:

- 1.
 - 2.
 - 3.
-
-

- Recommended
- Unsatisfactory: If four (4) or more *Standards are marked "Needs to Improve," mandatory referral to Peer Assistance & Review (PAR) Program.
- Not Recommended (use with probationary or temporary only)

SUMMARY:

1. Walk Through Observation(s): Date(s): _____
2. Full Lesson Observation(s): Date(s): _____
3. Follow Up Conference(s): Date(s): _____

Evaluator's Signature: _____ Date: _____

Principal's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____