

# **Howell Mountain Elementary School District**



**Certificated Contract**

**2025-2028**

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## ARTICLE I RECOGNITION

- A. The Howell Mountain School District (hereinafter referred to as "District") confirms its recognition of the Howell Mountain Educators' Association (hereinafter referred to as "Association") as the exclusive representative for the following certificated employees (hereinafter referred to as "Employees") of the District:

### Full-time

- Regular part-time
- Temporary

- B. Excluded employees include, but are not limited to, Management, Supervisors, Confidential employees, and Substitute teachers.

## ARTICLE II AGREEMENT

- A. Bilateral Agreement

The sections and provisions contained herein constitute a bilateral and binding agreement by and between the District and the Association.

- B. Duration

1. This contract shall be in effect from the date of ratification through June 30, 2028.
2. During the 2027-2028 school year, the parties shall negotiate on such terms and conditions as desired to reach a successor agreement
3. If no notice is given by either party prior to sixty (60) calendar days before the expiration date, it shall automatically renew, without change, for the following year.

## ARTICLE III PERSONNEL RECORDS

### A. File Contents

1. There shall be a single personnel file for each employee. Personnel files shall be kept in the central administrative office of the District.
2. All material placed in an employee's personnel file shall be dated and signed by the person who caused the documents or statements to be prepared.
3. The personnel file shall be confidential and available only to the Administrator or officers or other agent of the District in the course of conducting District business.

### B. Inspection and Copying

Employees shall have the right to inspect and obtain a copy of personnel file materials upon request. Materials in the personnel file of an employee shall be made available for inspection by the employee. Upon written authorization by the employee, an Association representative may review the employee's file or accompany the employee in his/her review of the file. The employee shall have the right to receive release time to review their personnel files.

### C. Derogatory Material

1. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. The employee shall have the right to enter, and have attached to any such derogatory documents or statements, their own comments thereon. Such review shall take place during normal business hours.
2. If the employee alleges that the documents or statements are false, a grievance may be initiated to determine validity. In this event, the material in question shall not be entered in the file unless and until the grievance is resolved and the documents or statements have been sustained.

## ARTICLE IV HOURS AND ADJUNCT DUTIES

### A. Teaching Hours

1. It is recognized by both the District and the Association that grade-level and other program requirements may result in disparate teacher-student contact time.

2. The on-site workday shall begin twenty (20) minutes prior to the beginning of student class time, which begins at 8:30 am. Beginning the 2022-2023 school year, the students' dismissal will be at 2:35 and the. The on-site workday for bargaining unit members will end at 3:20 pm. Kindergarten will begin at 8:30 and will be dismissed at 1:10 daily. The kindergarten teacher shall provide support for students from 1:10-2:35.

2.1 Bargaining unit members shall have duty-free preparation time from 2:35 pm to 3:20, except for the provision outlined in 3.

2.1.1 Unit members who lose the aforementioned duty-free preparation time due to Parent Conference Week, shall be allowed to utilize their enrichment period as preparation time the following week.

3. Wednesdays: The first Wednesday of each month shall be reserved for district directed activities that shall be scheduled from 2:45 pm to 4:10 pm.

4. Beginning in the 2022-23 school year, all K-8 students will have weekly art/music and small group instruction for 40 minutes, Monday through Thursday. Teachers shall use enrichment time to provide small group instruction/intervention.

#### B. Work Year

1. The work year will be calendared for a total of one hundred eighty-three (183) days. One hundred eighty (180) of these days shall be instructional days. Three (3) of the one hundred eighty-three (183) days will be non-student-contact employee days. Two (2) days shall be used at the beginning of the school year before the first student day, one for district-directed activities, the other for teacher duty-free preparation. One (1) day shall be used after the last instructional day for closing out the school year.

2. Three days during the school year will be designated as inclement weather/natural disaster school recovery days. If there are no inclement weather/natural disaster events, these days will be non-work days. If there are school closures, these days will become instructional days.

#### C. Breaks

1. The employees' lunch break shall be duty free and no less than thirty (30) minutes. Employees may leave school during the lunch break after notifying the office.
2. Unit members shall not be responsible for playground supervision during recess.

#### D. Adjunct Duties

1. Adjunct duties (i.e., school-related activities) that require employee service beyond the hours of the workday (as previously defined in IV.A. above) shall be scheduled after consultation and agreement between the Administrator and the employees.
2. All reasonable effort shall be made to distribute adjunct duties equitably among all employees. Adjunct duties include, but are not limited to:
  - Supervision and coordination of events
  - Back-to-School Night
  - Open House presentations
  - Young Authors Festival
  - Graduation
  - Seasonal programs
  - Winter Program
  - Talent Show

E. Work Year

1. The work year will be calendared for a total of one hundred eighty-three (183) days. One hundred eighty (180) of these days shall be instructional days.

Three (3) of the one hundred eighty-three (183) days will be non-student-contact employee days. Two (2) days shall be used at the beginning of the school year before the first student day, one for district-directed activities, the other for teacher duty-free preparation. One (1) day shall be used after the last instructional day for closing out the school year.
2. One (1) day during the school year will be designated as an inclement weather make-up day. Traditionally, this day will fall on the Friday prior to Memorial Day.
3. If the inclement weather day is not used by May 1, then this extra day will be used as a day off for staff and students prior to the Memorial Day weekend.

F. Calendar and Daily Schedule

1. The teacher work-year calendar shall be negotiated annually.
2. The daily schedule shall be determined annually by the District after consultation with the Association.

ARTICLE V LEAVES

A. Personal Illness and Injury Leave

1. Full-time employees shall be entitled to at least ten (10) days of leave with full pay for each school year for purposes of personal illness or injury. Employees who work less than full time shall be entitled to such proportion of the ten (10) days leave as the number of hours per week of scheduled duty bears to the number of hours for a full-time employee in a comparable position. Each monthly pay warrant shall include a statement of the member's accumulated hours of sick leave.
2. Non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of Paragraph 4, below, are met. The amount deducted for leave purposes from the employee's salary shall be the amount actually paid a substitute employee engaged to fill the position during the leave; or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin on the date after the current year's accumulated sick leave entitlement has been used.
3. If an employee does not utilize the full amount of leave as authorized in Paragraph 1, above, in any school year, the amount not utilized shall be accumulated from year to year.
4. The District may require an employee to present a doctor's certificate verifying an illness or injury and/or providing medical authorization to return to work. The District shall, upon demand, submit to the employee a written statement of reason(s) demonstrating good cause for requiring such verification.
5. Whenever possible, an employee must contact the District Office by 5:00 p.m., or earlier on the day prior to the absence, if the need to be absent is known, to permit the District time to secure substitute service. Insofar as possible, an employee taking sick leave shall notify the District of the intent to return to work no later than 2:00 p.m. of the day preceding such intended return.
6. When an absence results in a substitute being secured, a full or half day shall be deducted from sick leave. At the discretion of the District, allowances may be made for unforeseen emergencies, such as serious illness or accident involving the employee or immediate family.

B. Personal Necessity Leave

1. Employees covered by this Agreement shall be entitled to use a maximum of seven (7) days of accrued sick leave each school year for any of the following:
  - a. Death of a member of the employee's immediate family when the number of days absent exceeds the limit provided under Bereavement Leave.

- b. The serious illness of a member of the employee's immediate family.
  - c. An accident involving the employee's property or property of any member of the employee's immediate family.
  - d. Appearance in court or before an administrative tribunal as a litigant or witness under official order.
  - e. The birth or adoption of a child, making it necessary for the employee who is a parent of the child to be absent during the assigned hours of service.
  - f. Imminent danger to the home of an employee occasioned by an event such as flood or fire, serious in nature, and which under the circumstances the member cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service.
  - g. Personal necessity leave may be granted for other emergencies and events, serious in nature, which may occur, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service, by permission of the Administrator or the Administrator's designee.
2. Whenever feasible, employees shall submit written requests for personal necessity leave to the Administrator prior to their absence.
  3. Employees may use three (3) of the seven (7) annual personal necessity days for personal business.
    - a. The employee shall determine what constitutes personal business.
    - b. This leave shall not, however, be used for concerted activity, whether or not Association directed.

#### C. Bereavement Leave

1. An employee shall be entitled to a maximum of three (3) days leave of absence, or five (5) days of absence if travel out of state or in excess of four hundred (400) miles one way from the District is required, without loss of salary on account of the death of any member of the employee's immediate family.
2. An immediate family member shall be limited to: significant other residing in the household of the employee, mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee and the spouse,



son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the employee, stepchild, any person who has served as a legal parent or guardian of that employee, or any person living in the immediate household of the employee.

D. Industrial Illness Leave

1. Unit members employed by the District shall be entitled to industrial accident leave according to provisions of Education Code section 44984, for personal injury/illness that qualifies for Workers' Compensation.
2. Allowable leave shall be for not less than sixty (60) days during which the school of the District is required to be in session or when the employee would otherwise have been performing work for the District in any one (1) school year for the same industrial accident.
3. The District has the right to have the employee examined by a physician selected by the employee and approved by the District Workers' Compensation insurance carrier.
4. For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the workers' State Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the employee would have received as salary had there been no industrial accident or illness.
5. If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

E. Judicial Leave

Employees shall be provided leave for regularly-called jury duty and to appear as a witness in court, for reasons not brought about through the connivance or misconduct of the employee. The employee shall submit a written request for the approval of absence no less than ten (10) days, if possible, prior to the beginning date of the leave requested.

F. Military and Legislative Leave

1. Leaves of absence for employees for active military service shall be granted without pay under the provisions of Section 44800 of the Education Code.

2. Leaves of absence for unit employees elected to the legislature shall be granted without pay under the provisions of Section 44801 of the Education Code.

G. Association Leave

1. The President of the Association or her/his designee shall be entitled to two (2) days leave with pay per year for the purpose of conducting lawful Association business other than negotiating and grievance processing.
2. The Association shall provide the District with a minimum of five (5) days advance notice of its intention to use any release day.
3. In the event that less than five (5) days advance notice is given, the use of the release time for the day in question shall be subject to the District's ability to obtain a qualified substitute teacher.

H. Extended Leave

1. Upon recommendation of the Administrator and approval of the Board of Trustees, an employee may be granted an extended leave of absence for a period of up to one (1) school year. This leave shall be without compensation and may be for, but is not limited to, the following purposes:
  - a. Service in the Peace Corps;
  - b. Care for an ill member of the immediate family;
  - c. Long-term illness of the employee;
  - d. Service in an elected public office;
  - e. Professional study or research; and
  - f. Personal or professional renewal
2. Under normal circumstances, applications for such leaves of absence shall be in writing and submitted to the District by February 1 or the year preceding the requested absence.
3. An employee on such leave shall notify the District Administrator by February 1 of the following school year as to an intent to return to employment with the District.
4. During each school year, Unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of a child as provided by the California Family Rights Act (CFRA).

I. Maternity Leave and Child Bonding Leave

1. The Board shall grant the use of accumulated sick leave to any female unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties shall be determined by the unit member and the unit member's physician.
2. Verification(s) of all required absence under this section shall be submitted through the unit member's immediate supervisor to the Superintendent by the physician of the unit member. It is the responsibility of the unit member to submit the required verification(s).
3. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery are, for all job-related purposes, temporary disabilities and shall be treated as such under the sick leave provisions of this agreement. Written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.
4. Unit member may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of a child as provided by the California Family Rights Act (CFRA).
5. Such leave shall be paid leave consistent with Education Code section 44977.5. If Employees shall be permitted to use accumulated leave credits during child bonding leave. If an employee exhausts his/her accumulated sick leave prior to expiration of the 12-week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.
6. At least four (4) weeks prior to the anticipated date on which child-rearing leave is to commence, the unit member will notify District of intention to take such leave and will specify the length of the leave. (Special provisions will be made for emergencies.)

J. Family Care Leave

1. The District shall provide each employee with leave as required by state (Government Code section 12945.2) and/or federal (Public Law 103-3) Family and Medical Leave Acts.
  - a. Other leaves granted pursuant to this Agreement, if they duplicate a leave mandated by any section of Article V, shall satisfy the District's obligation under these statutes.

K. Effect of Unpaid Leave

1. There shall not be any diminution of employment status for employees on unpaid leave. A unit member on unpaid leave shall have the option to continue his/her health and welfare benefits at the employee's own expense.
2. Approval of leave set forth in this Agreement shall not be unreasonably denied.

ARTICLE VI BENEFITS

Employees shall be entitled to receive benefits in accordance with Appendix "C."

ARTICLE VII SAFETY

A. Safe Working Conditions

1. The District shall make a reasonable effort to maintain safe and healthy working conditions so that teachers shall not be required to perform tasks that endanger their health, safety or well-being.
2. Teachers are required to report to the Administrator in writing conditions which they feel are hazardous or unsafe.
3. SEXUAL HARRASSMENT POLICY
  - a. Sexual harassment is as defined in the Education Code and applicable non-discrimination law. Education Code Section 212.5 defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the workplace or educational setting, under any of the following conditions:
  - b. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress.
  - c. Submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual.
  - d. The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment.

- e. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.
- f. Sexual harassment can be verbal (such as comments about a person's clothing or sex life, sexual jokes and innuendoes, repeated requests for dates, suggestive comments or sounds, or sexual propositions), physical (such as hugging, touching, impeding movement, rubbing up against someone or suggestive gestures), or visual (such as pictures, cartoons, or sexually suggestive objects).
- g. Employees are prohibited from engaging in sexual harassment. This prohibition applies to all employees, including supervisory and management personnel. The District shall prohibit sexual harassment of unit members. The timelines for the regular grievance procedure are tolled if a unit member chooses to pursue a complaint through the sexual harassment complaint procedure established by the District under Education Code Sections 212.5 and 212.6. All sexual harassment investigations and all discipline imposed pursuant to the District's sexual harassment policy shall be subject to the relevant provisions of this Agreement.
- h. Complaint Procedure
  - 1. The timelines for the regular grievance procedure are tolled if a unit member chooses to pursue a complaint through any internal complaint procedure the District has for dealing with complaints of sexual harassment.
  - 2. The complainant, the accused, and employees interviewed about the complaint have a right to union representation during all meetings with management regarding the complaint. Management will inform all affected employees of this right and allow them sufficient time to secure union representation prior to being interviewed.
  - 3. Two management persons (one man and one woman) shall be specially designated for receipt of sexual harassment complaints. These individuals will be trained in dealing with complaints of sexual harassment. All employees shall be informed of the persons designated to receive complaints.
  - 4. The District will train its own staff to investigate and resolve complaints of sexual harassment rather than hire outside

individuals to perform these services. Training shall ensure that thorough and fair investigations will be made of sexual harassment complaints.

5. Sexual harassment complaints shall be in writing and shall include descriptions of the conduct complained of (including date, time, location, etc.), and the names of the complainant and any witnesses. The complainant shall be allowed to request a particular remedy in the complaint.
6. When a complaint is filed, the District shall inform the complainant of her/his right to file a discrimination complaint with the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission, and the procedures for filing.
7. The accused shall be given a copy of the written complaint. Otherwise, information regarding the complaint shall not be disclosed to anyone, except as necessary to conduct the investigation and to resolve the complaint.
8. The District shall engage in a prompt, thorough, and impartial investigation of the complaint. The accused shall be given the opportunity to consult with a representative in advance of any investigatory interview and given adequate opportunity to respond to each allegation. Investigations shall be limited to interviews with individuals who reasonably might be considered to have information relevant to the specific allegations in the complaint. All unit members, including the complainant, and the accused, shall be given release time to participate in the investigation.
9. The District shall inform the complainant and the accused in writing of the results of the investigation, including an analysis of relevant evidence with respect to each allegation in the complaint and a specific finding as to whether sexual harassment did or did not occur with respect to each allegation in the complaint.
10. If the complaint is found valid, the District shall take prompt corrective action, reasonably calculated to end the harassment. Prior to taking such action, the district shall provide notice of the proposed action to the complainant, the accused and the Association, and shall allow five (5) work days for a response. Any discipline imposed on a unit member under this section shall be consistent with principles of just cause and progressive discipline. The District shall inform the complainant in writing of the action taken, if any, to ensure that the problem is corrected. Otherwise, all information

regarding any proposed or actual disciplinary action shall be kept confidential by the District.

11. If the complaint is withdrawn or found invalid, the complaint or the investigation shall not be referred to in either the complainant's and/or accused personnel file or used for any purpose.
12. There shall be no retaliation against any individual for filing or providing information regarding a sexual harassment complaint.
13. The District recognizes that not all allegations of sexual harassment of pupils constitute reportable child abuse and shall exercise reasonable care in distinguishing between the two.

i. Training

1. The District shall provide an educational session for all staff on the subject of sexual harassment, including, among other things, recognizing sexual harassment, responding to harassment, documenting harassment, and legal rights. This session shall be provided once a year.
2. A copy of the District's sexual harassment policy shall be posted and provided to all employees at the start of each school year and to each employee hired mid-year.
3. This provision shall not be construed to limit any other unit member rights

B. Occupational Exposure to Blood-Borne Pathogens

1. The District agrees to establish standards of protection from blood-borne pathogens for employees who may reasonably anticipate coming into contact with human blood and other potentially infectious materials in the course of performing their assigned duties.
2. The District agrees to establish a written exposure control plan for employees regarding occupational exposure to blood and other potentially infectious materials. The control plan shall include the following provisions:
  - a. The District shall publish and post health and safety rules at all work sites to reduce the risk of contamination.

- b. The District shall establish a method for keeping records of exposure incidents, post-exposure follow-up, hepatitis B vaccinations, and employee training.
- 3. The District shall determine if the health plan covering employees provides Hepatitis B vaccination without cost to the employee. If so, the employer shall inform employees how to obtain vaccinations under the plan. In the event the plan does not provide for vaccinations, the employees with occupational exposure to blood-borne pathogens shall be provided the following at employer expense:
  - a. Voluntary Hepatitis B Vaccination Series
    - (1) Employees who choose not to accept the vaccine must sign a declination form.
    - (2) Employees who decline the vaccine may elect to be vaccinated at a later date.
  - b. Medical follow-up and appropriate counseling if an exposure incident occurs.
- 4. The District agrees to provide in-service training on human immunodeficiency virus infection (HIV infection), acquired immune deficiency syndrome (AIDS), and hepatitis B to all employees regarding occupational exposure to blood and other potentially infectious materials. Training shall be provided at the time of initial assignment to tasks where exposure may take place or at least annually thereafter.
- 5. The District agrees to provide warning labels and containers for regulated waste. Bags and/or containers colored red may be substituted for labels. Labels shall include the BIOHAZARD legend as described in Health & Safety Code Sections 17630, 118275, 118280.

## ARTICLE VIII RETIREMENT OPTIONS

The District and the Association agree to meet and discuss retirement options, on an individual employee basis, that mutually benefit the District and the employee.

### A. Retiree Contract for Services Planned

- 1. The District may offer retirees the opportunity to enter into an ancillary services contractual agreement.
- 2. A unit member shall have reached the age of 50 years and have been employed by the District for not less than 10 years. The unit member shall retire and not



return to regular employment with the District except under exceptional circumstances.

3. The contract for services shall be for a period of five (5) years. The participant will provide 30 days of service per fiscal year, in services mutually agreed upon by the parties. Termination of the contract prior to completion of the five (5) years shall be by mutual agreement.

4. A participant approved for this plan shall receive the following benefits:

A contract for a period of one (1) to five (5) years.

- a. Thirty work days per year at a compensation rate that is equivalent to the number of days of service times the per diem rate of pay which the participant would have received as a regular employee.

The District may provide participants with health and welfare benefits as though they were full time employees.

B. Retiree Contract for Service Related to Class Size Reduction (CSR)

1. The following shall apply to retired teachers hired by the District to fill Class Size Reduction (CSR) positions in accordance with Education Code Section 24214, and AB 2765 (1998).

- a. Reemployed retired teachers may be members of the bargaining unit, and shall be covered by all provisions of this Agreement.
- b. Reemployed retired teachers may be classified as temporary bargaining unit members.
- c. Reemployed retired teachers may be placed on the regular certificated salary schedule at not less than the same step/column placement and degree stipend at the time they retired for the District.

C. Reduced Services Employment Plan

1. Reduced services employment shall consist of either the:

- a. Equivalent of one-half the number of the sequential days of service required by the unit member's contract of employment during her/his final year of service in a full time position and will commence on the first day of the first half of the work year, or the first day of the second half of the work year; or,

- b. Equivalent to half-time employment per day for the full school year.
- 2. A unit member must have reached the age of 55 years prior to reduced services employment. The unit member must have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full time employment.
- 3. A unit member shall be paid a salary, which is one-half of the salary that would have been earned had the unit member not elected to exercise the option of reduced services employment. The unit member's State Teachers Retirement System contribution paid by both the District and the unit member shall be the same as if the unit member taught full time.
- 4. The District shall provide participating unit members with health and welfare benefits as though they were full time employees.
- 5. A unit member shall file application for reduced services employment with the personnel office by (date) for the following school year.
- 6. A reduced services unit member may be returned to full time employment only with the mutual consent of the unit member and the District.

D. Golden Handshake Additional Service Credit

- 1. The District may offer unit members the Golden Handshake Additional Service Credit program authorized by Education Code Section 44929 between the unit member and the district.

E. One-Year Final Compensation

- 1. The District and the Association agree as follows with respect to benefits under the State Teachers Retirement System ("STRS") for unit members who are classroom teachers and who retire, become disabled or die after commencement of this Agreement.
  - a. "Final Compensation" shall be determined pursuant to Education Code Section 22135.
  - b. The determination of who is a "classroom teacher" shall be made by the District in accordance with Education Code Section 22135.
  - c. Notwithstanding this agreement, the District and Association understand that no benefits will be paid by STRS in excess of the benefits payable under the laws governing STRS, including any limitations imposed by Section 415 of the Internal Revenue Code of 1986.

- d. The District shall remit to STRS, at the time and in the amount determined by STRS in accordance with Education Code Section 22135, the cost of the benefits provided under this Agreement, including any associated administrative costs.

#### F. Retiree Fringe Benefits

1. The District shall provide retirees and their eligible dependents with all of the health and welfare benefits plans provided to unit members. Such coverage shall be supplementary to Medicare.

#### G. Medicare

1. The District agrees to allow bargaining unit members to elect whether they shall become eligible for Medicare coverage as provided by AB 265 (1989), and Government Code Section 2209.03 et seq. The election shall be conducted pursuant to the rules and regulations promulgated by the Public Employee Retirement System (PERS).
2. All bargaining unit members who are members of STRS and who were hired on or before March 31, 1986, shall be eligible to participate in the individual election.
3. The Association shall be provided a copy of the list of the bargaining unit members eligible to participate in the individual election and their anticipated total wages for the current fiscal year.
4. The effective date of coverage shall be when the individual unit member turns 65, or is otherwise eligible for coverage.
5. Bargaining unit members electing to participate in Medicare coverage shall be permitted to authorize payroll deduction of 1.45% of total wages for the period of time from the effective date of coverage until the PERS process of entering Medicare is completed. Such funds shall be placed in an Escrow Account to be used for the unit member's retroactive payment to Medicare. Any remaining moneys and interest earned during this time shall be returned to the unit member.
6. The Association shall be furnished copies of all correspondence between the District, PERS, and other parties regarding the implementation of AB 265.

#### H. Supplemental Income Retirement Plan

1. The District may offer a one-time lifetime retirement supplement to unit members retiring between 55 and 65. This supplement may be provided by an annuity purchased by the District which is the equivalent, when added to the

unit member's STRS retirement, to what the unit member would earn if the unit member had no age penalty in the STRS retirement program.

## ARTICLE IX SALARIES

### A. Salary Schedule

1. Each full-time employee shall be paid in accordance with his/her placement on the salary schedule which is Appendix "C."
2. Employees with less than a full-time assignment shall receive a pro-rata share of the appropriate salary schedule placement.

### B. Initial Schedule Placement

1. Only semester units (and converted quarter units) earned at an accredited college or university after the award of a bachelor's degree shall be considered in making the initial placement.
2. A new employee with no previous teaching experience, shall be placed on Step 1 of the appropriate column.
3. Full-time teaching experience outside the District shall be recognized as long as the unit member in question held a valid credential at the time of the teaching experience at the rate of one (1) step (increment) for each year of experience up to and including five (5) years. Maximum initial placement shall be at Step 6 of the appropriate column.

### C. Subsequent Schedule Movement

All course work units taken for salary credit after initial employment shall be in conformity with the employee's Plan for Professional Growth developed with the approval of the Administrator and shall meet one (1) of the following criteria:

1. Course work directly related to the unit member's present to foreseeable future teaching assignment in this District.
2. Course work that clearly increases the unit member's value to this District.

A Plan for Professional Growth shall be developed by each employee in cooperation with the Administrator. The Plan shall be updated each fall, and the employee may propose revisions at any time during the school year. All Plans, and revisions, shall be reduced to writing.

D. Definition of Units

1. Units as used in the Article (IX) refer to semester units. One quarter unit equals two-thirds ( $2/3$ ) of a semester unit.
2. In order for units to be approved for placement on the salary schedule, verification of successful completion must be submitted to the District.
3. Salary schedule credits shall be granted only for a course grade of "C" or above, or a "Pass" for courses not providing letter grades.
4. All approved units completed by September 2 of any year shall be counted for salary placement purposes for that year; provided the District has been notified by the preceding April 30 that a change in salary classification is pending. All records documenting the units completed must be received by the District no later than September 30. All official transcripts documenting completed units must be received by the district in a sealed envelope by the institution where units were completed.

E Overnight Field Trips or Excursions Stipend

Unit members who participate and supervise in an official capacity as a school representative at District-sponsored overnight field trips or excursions shall be compensated in the amount of \$100 (one hundred dollars) for each weekday night (Monday through Thursday) that they stay overnight and are in their official capacity as a teacher supervisor and \$150 (one hundred fifty dollars) for each weekend night (Friday, Saturday or Sunday) that they stay overnight in this official capacity. To qualify for this compensation, the trip must be taken during the regular school year and must be pre-approved by the school board in accordance with the regular school board policy on overnight trips. When presenting the trip to the school board for approval, the school principal will identify the exact number of unit members that will supervise and that will qualify for this compensation.

F. Professional Growth and Salary Incentive Program

Commencing July 1997, no employee shall advance a step on the salary schedule if they:

1. have not rendered service to the District on at least seventy-five percent (75%) of their contracted teaching days based upon a full school year assignment.
2. have not completed within each five-year period of District employment a program of professional growth which is:
  - a. at least ten (10) units -- see definition in IX. C. and D. above; or
  - b. a program of professional growth (which may include in-service training) approved, in advance, by the Administrator.

G. Salary Schedule Implementation

1. The annual salaries set forth in this Agreement shall be paid in ten (10) or twelve (12) installments, payable on the last day of each month with appropriate deductions as mutually agreed between the District and Association.
  - a. Salary payments for services in addition to the unit member's regular assignment shall be made not later than the tenth (10<sup>th</sup>) day of the month following the payroll period in which the service was performed.
  - b. Unit members selecting payment of wages in twelve (12) paychecks, upon request, may receive their July, August, and September pay warrants on the last working day of June.
  - c. Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, including Federal and State Income Tax and State Teachers Retirement System.
  - d. Optional deductions are those deductions that the District and Association have mutually agreed upon, which the unit member may elect to have taken from her/his gross earnings. Optional deductions must be initiated in writing by the unit member. Such authorizations shall remain in effect continuously until the District receives from the unit member a written notice withdrawing the authorization for a particular deduction.
2. Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service with placement on Step 6 in any column being the maximum for initial placement. Private school experience for step increment on the salary schedule shall be accepted, providing the private school was state accredited and the unit member in question held a valid credential at the time of the teaching experience
  - a. Courses that are deemed by a college or university to be applicable to a graduate degree and that were completed prior to completion of and were not included in the attainment of the Bachelor's Degree, shall be considered for salary placement as though they had been completed subsequent to the granting of the Bachelor's Degree. Such conditions must be verified through official transcripts or other suitable proof.
  - b. Unit members who resign from the District and are subsequently re-employed shall be granted full experience credit.
  - c. Unit members whose initial employment with the District was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specifically funded program for salary schedule placement and advancement purposes.
3. All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. A year of service is defined as 75% of the regularly scheduled

work year.

- a. Unit members who have been employed in the regular educational program of the District as probationary or permanent employees before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.
4. Course credit for salary placement and movement on the salary schedule shall be given for post-graduate, lower division, upper division or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District. Units of study for professional growth and district in-service (professional development) shall also be counted for salary placement and movement on the salary schedule including Continuing Education Units (CEU's) granted for attending professional development programs. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds ( $2/3$ ).
  - a. Unit members requesting reclassification from one class to another must file such requests with the district office as early as possible but no later than AUGUST 31 of the year preceding reclassification. A notification of intention to apply for class advancement shall be submitted by June 1<sup>st</sup>. Supporting records or transcripts verifying post-graduate units of study that are to apply toward such a reclassification must be filed with the district office no later than September 30<sup>th</sup> of the ensuing year. If by September 30<sup>th</sup>, the unit member is unable to submit supporting records or transcripts verifying post-graduate units of study which are to apply toward reclassification, official notices, in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification, which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit to the District as soon as it becomes available.

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## H. Supplemental Pay

1. All unit members applying for positions in a grant driven program will be paid at a rate contained on the salary schedule adopted for that program.
2. Elementary and middle school teachers shall explicitly be considered for supplemental pay when responsible for such duties as: Coaches, yearbook advisors, grade-level leaders, department heads, etc.
3. Participation in programs beyond the regular workday shall be voluntary and paid in accordance with the title of the activity and number of positions listed. (Some examples of extracurricular or co-curricular positions to be included in the Appendix are: Coaches, Chorus Instructors, Band Directors, Drama Teachers, Yearbook Advisors, PCC and Newspaper Advisors.) Supplemental contracts shall continue from year-to-year unless terminated in writing by either party.
4. Notice of intent to terminate shall be served by either party upon the other, not less than 10 work days prior to completion of the activity. Notice shall include a statement of the reason for termination. The District may terminate a supplemental contract only for just cause.
5. Participation in the extra-curricular program shall be voluntary. Positions in the program shall be filled according to provisions set forth in the Agreement governing advertising and filling vacant positions found in Article XV, Assignment and Reassignment.
6. All such positions shall be opened to unit members before they are offered to people outside the unit. The positions shall be posted and awarded to the most senior qualified applicants.
7. Wages paid holders of supplemental contracts shall be as set forth in this Agreement provided that all wages paid be determined solely according to the principle of equal work, and without regard for age, sex, color, race, religion, disability, national origin, or marital status.

## I. Pro Rata Hourly Rate of Pay

1. Participation in instructional or hourly co-curricular programs beyond the regular workday shall be voluntary except as may be required in Article IV(c) of this Agreement.
2. Homework Club (in the after school program) shall be opened to unit members before they are offered to people outside the unit. The positions shall be posted and awarded to the most senior qualified applicants.



3. Unit members performing instructional or co-curricular work beyond the regular workday or work year shall be paid their pro rata hourly wage rate for all such work performed.
4. When the performance of the duty requires travel from the work site or the unit member's home, pay shall commence from the time the unit member leaves for the assignment and terminate when the unit member returns from the assignment.
5. In the event that travel is required, the employee shall be entitled to mileage pay at the rate set forth in this Agreement in Article IX(j).

J. Mileage Rate

The District agrees to pay unit members (Current IRS Rate) per mile for the use of personal vehicles in the performance of work assignments or other district related business.

K. Business Expenses

The District shall pay all expenses, including, but not limited to fees, travel, lodging, meals and incidentals, incurred when the unit member is involved in an activity at the discretion of or authorized by a District administrator when such activity is away from the unit member's primary work location.

L. National Certification Award

1. Unit members who have attained certification from the National Board for Professional Teaching Standards shall be granted an annual stipend of \$1,000.
2. A unit member receiving such National Certification shall provide a copy of the certificate or other supporting documents in order to receive the salary award.
3. The District shall pay the award within thirty (30) days of receipt of the proof specified in Section IX(l)(2) above.

M. Salary Schedule Increases

ARTICLE X CLASS SIZE

- A. The Parties agree that small class sizes benefit student learning and shall endeavor to keep class sizes as small as the financial circumstances of the district permit.

- B. The District shall attempt to maintain all classroom enrollments at a maximum of twenty-four (24) students per classroom subject to the financial condition of the district and the best interest of the students.
- C. Whenever any individual classroom enrollment exceeds twenty-four (24) students the district shall post an opening for a classroom aid within five (5) duty days.
- D. Whenever any individual classroom enrollment exceeds twenty-four (24) students, aide time shall be provided for the entire math or language block within seven (7) duty days of the placement of the 25th student.
- E. Whenever any individual classroom exceeds 26 students, an aide shall be provided in addition to that stated in section "D" above for both the entire math and language blocks within seven (7) duty days of the placement of the 27th student.
- F. The aide time in sections "D" and "E" shall be provided during the entire math and language blocks, Monday through Thursday. In the event that an aide is not available to provide the additional support time stated in Sections "D" and "E", compensation shall be provided to the classroom teacher until the aide time is provided using the following formula:
  - 1. Divide the teacher's current annual salary by 180 student days, to get the daily rate of pay.
  - 2. Then, divide the daily rate by 24 (contracted number of students per class) to get a per pupil daily dollar amount.
  - 3. Take the per pupil daily dollar amount and divide it by two (2) to determine the additional daily pay the teacher will get for each day their class's student enrollment is above 24 students without the help of an aide.
  - 4. To document this and to receive compensation, the teacher will add an hour to their monthly timesheet. The column shall be titled "extra students". Teachers will then write the number of students over 24 that are enrolled each day (absences do not need to be monitored, only enrollment numbers).
- G. Whenever any class shall have an enrollment of more than twenty-eight (28) students, the parties shall meet within five (5) days to arrive at a mutually satisfactory way to address the issue. Such agreement may include but is not limited to: additional compensation, planning time, reduction in adjunct duties or any other such accommodations as may be mutually agreeable between the parties.
- H. The District shall not combine more than two grade levels in any one classroom

## ARTICLE XI EXTRA-DUTY ASSIGNMENTS

### Home Study Teacher

The position of Home Study teacher, if established by the Governing Board, shall be subject to all provisions of this agreement. This includes, but is not limited to, provisions for filling the declared vacancy.

### Teacher-In-Charge

The District shall annually determine whether to designate a teacher-in-charge.

The teacher-in-charge shall be the administrative designee when an Administrator is not on campus. For matters requiring immediate action, the teacher-in-charge shall take such action. For matters that could await the return or contact and consultation with the Administrator, the teacher-in-charge shall inform the Administrator.

The Administrator and the employee shall mutually agree to the designation of the employee as teacher-in-charge.

The Teacher-in-charge shall receive a stipend of \$3425 per year which shall be increased by the same amount as any negotiated salary percentage increases.

ARTICLE XII                      DISCIPLINE, DISMISSAL, AND SUSPENSION FOR  
PERMANENT CERTIFICATED UNIT MEMBERS

The District recognizes the value of the teaching staff, and desires to create a stronger relationship with its certificated employees regarding employment security. Inasmuch, the District agrees to grant all teachers permanent status at the conclusion of a successful two-year probationary period. This article becomes effective July 1, 2017. All unit members employed as of June 30, 2017 shall be grandfathered into this section for the purpose of determining status.

This Article is not intended to replace the provisions of Education Code Sections 44939, 44940 or 44942. Nor does this article preclude the District's right to non-reelect probationary unit members.

1.        Just Cause/Due Process

The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for less than fifteen (15) working days. Discipline shall not include dismissal, or suspensions for more than fifteen (15) working days.

2.        Progressive Discipline

- a.        The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to

directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article XIII Grievance Procedure of the Agreement.

i. Verbal Counseling/Warning

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

ii. Written Warning

Subject to 12.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member's personnel file.

iii. Written Reprimand

Subject to Section XXII(I)(2) above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

iv. Suspension without Pay

Subject to Section XXII(I)(2) above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

3. Notice

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

- a. A statement of the specific acts or omissions upon which the action is based;
- b. A statement of the cause(s) for which action is recommended;

- c. Where applicable, the Education Code section, policy, rule regulation, or directive violated;
- d. Penalty proposed and effective date;
- e. Copies of the documentary evidence upon which the recommendation is based;
- f. A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article XIII Grievance Procedure of this Agreement subject to 12.5.1 below.

#### 4. Administrative Leave

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

#### 5. Arbitration

- a. Only written reprimands and suspension without pay may be appealed to arbitration under the grievance procedure in Article XIII Grievance Procedure of the Agreement commencing with Section F. Binding Arbitration except under the provisions of employee dismissal. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline shall be determined by the arbitrator.
- b. The Association must request arbitration by delivering written notice of appeal to the superintendent within fifteen (15) working days after receipt of the notice of suspension with pay or written reprimand. If the Association does not demand arbitration within the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the superintendent or designee.

#### 6. Confidentiality

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

#### 7. Dismissal Process

Permanent certificated unit members shall be subject to dismissal for unsatisfactory performance or for cause as set forth below:

- a. abused or otherwise committed an unlawful act with a student or minor;
  - b. was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor;
  - c. possessed, transferred, sold, or distributed a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq.;
  - d. illegally transferred, appropriated, or expended funds or other property of the district, school, service center, or shared services arrangement;
  - e. attempted by fraudulent or unauthorized means to obtain or alter a professional certificate or license for the purpose of promotion or additional compensation; or
  - f. committed a criminal offense or any part of a criminal offense on school property or at a school-sponsored event;
    - i. the educator engaged in conduct that violated the assessment instrument security procedures established under Ed Code Section 39.0301.
  - g. Commission, aiding, or advocating the commission of acts of criminal syndicalism, as prohibited by Chapter 188, Statutes of 1919, or in any amendment thereof:
    - i. Dishonesty
    - ii. Unprofessional conduct or unsatisfactory performance
    - iii. Evident unfitness for service
    - iv. Persistent violation of or refusal to obey the school laws of the State or reasonable regulations prescribed for the government of the public schools by the State Board or by the Board.
    - v. Conviction of a felony or of any crime involving moral turpitude
    - vi. Violation of Section 51530 of the Education Code
    - vii. Conduct in violation of Section 1028 of the Government Code
    - viii. Alcoholism or other drug abuse which makes the unit member unfit to instruct or associate with children
8. Notice and Appeal

a. Notice of Intention to Dismiss

The District Superintendent or designee shall give written notice thirty (30) calendar days in advance of any dismissal to any permanent certificated unit member against whom dismissal or suspension action is initiated by the District. The provisions of Education Code 44938 shall be followed in the case of unprofessional conduct or unsatisfactory performance.

The notice shall include a statement of the reasons for the dismissal or suspension, notice of the opportunity to appeal, and a copy of the appeal procedure. In the event of a dismissal for unsatisfactory performance, a copy of the unit member's evaluation shall accompany the written notice along with documentation regarding steps taken to support the teacher in improving his/her performance. The notice shall be hand delivered or sent by regular U. S. Mail to the unit member's last known address and shall be accompanied by a proof of service.

b. Notice of Appeal

The permanent unit member shall have fifteen (15) working days from the date of receipt of the notice of dismissal or suspension to submit to the Board a written request for a hearing. Failure of the unit member to respond within the time specified shall constitute a waiver of the unit member's right to a hearing. The appeal request shall include the specific reasons for the appeal and a statement of the facts and issues which will be contested by the unit member.

c. Pay Pending Hearing

The unit member will continue to receive pay and other entitled benefits while the hearing is pending. However, nothing in this section shall preclude the placement of the unit member on administrative leave from duty with pay during this period. If the hearing on a dismissal is delayed beyond a reasonable period by request of either party, then the pay may be terminated; however, such unit member shall be entitled to a pre-termination conference with the superintendent, at which time the unit member will be provided a written notice of the charges, a copy of all written documents expected to be used to support the charges, a right to respond either orally or in writing to the charges, and a right to be represented by a party of the unit member's choice.

9. Hearing Procedures

a. Appointment of Hearing Officer



The final decision as to whether the unit member should be dismissed or suspended is solely within the discretion of the hearing officer. The Board shall elect one of the following options:

- b. The appointment of a hearing officer selected by the Chair of the Board and CTA staff member from a list of five arbitrators submitted by the California State Mediation and Conciliation Service.
- c. The appointment of a hearing officer selected by the California Office of Administrative Hearings.

10. Notice of Hearing

The Board or its designee shall set the matter for hearing and shall give the unit member at least five (5) work days' notice in writing of the date and place of such hearing.

11. Procedure

The Superintendent or designee shall review for the hearing body the reasons for the dismissal or suspension and present such exhibits and other evidence as is deemed necessary to support the District's action. The unit member then shall have the right to respond based upon issues and facts raised in the appeal.

12. Rights of Unit Member

The unit member shall attend any hearing, unless excused by the Board or the hearing officer, and shall be entitled to:

- a. Be represented by the exclusive representative, counsel or any other designated representative at such hearing.
- b. Testify (which shall be under oath).
- c. Cross-examine all witnesses appearing against the unit member or question any individual who has investigated any of the matters involved in the hearing and whose reports are offered in evidence.
- d. Present evidence regarding disputed facts and, if applicable, alleged procedural violations of this article.
- e. Argue the case.

13. Evidence

The hearing shall be informal and shall not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are

accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

14. Transcript of Hearing

A stenographic record of the hearing shall be kept. Transcripts of the hearing shall be furnished to either party on payment of the cost of preparing such transcripts.

15. Decision

The hearing officer's decision shall be considered binding and shall be effective immediately. The decision of the hearing officer shall be submitted in writing to the Board. Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the unit member or counsel or representative.

16. Costs

All costs of the hearing officer shall be borne by the District. All other expenses shall be borne by the party incurring them.

17. Continuances

The designee or the Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, which may include the condition that the unit member shall be deemed to have waived salary for the period of the continuance per the paragraph herein. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

18. Alleged violations of the procedures set forth in this article shall be set forth as part of the unit member's presentation of his/her case, as set forth in Article XII(I)(12) above. This article, and not Article XIII Grievance Procedure, shall be the exclusive process for addressing alleged procedural violations.

## ARTICLE XIII GRIEVANCE PROCEDURE

### A. Definitions

1. Grievance: An allegation by a unit member, or the Association, that there has been a violation, misapplication or misinterpretation of a specific provision of this Agreement.
2. Day: Any day in which the District Office is open for business.
3. Administrator: The person hired by the Board to act as the Superintendent and Principal, or his/her designee, for Howell mountain School District and School.
4. Employee: A member of the recognized bargaining unit.

B. Informal Level

Before filing a written grievance (Appendix A-1), the employee shall attempt to resolve the problem in an informal conference with the Administrator. This attempt shall be made within ten (10) days of the act or omission (or the date the grievant should reasonable have been aware of same) giving rise to the grievance. The Administrator shall respond to the grievance within ten (10) days of the informal conference.

C. Level I

If the grievance is not resolved verbally, the grievant may put the grievance in writing using the Level I grievance form (Appendix A-1). If the grievant chooses to exercise this level of grievance, the form must be submitted to the Administrator within twenty (20) days of the informal conference. The Administrator must respond in writing within ten (10) days of receipt of the Level I form.

D. Level II (Mediation)

1. In the event the grievant is not satisfied with the decision at Level I, the Association may appeal the decision to mediation by completing the prescribed form (Appendix A-2) and submitting it to the Administrator, or designee, within ten (10) days after receipt of the decision from the Administrator.
2. Within five (5) days following the appeal, the Association shall notify the California State Mediation and Conciliation Service (CSMCS) and request that CSMCS appoint a mediator who shall schedule a mediation conference at the earliest possible date. Mediation conferences shall take place at a mutually convenient place and time.
3. Each party shall designate its representatives for the mediation conference. There shall be one (1) person from each party designated as a spokesperson for that party at the mediation conference.
4. The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party but shall not have the authority to compel the resolution of the grievance. If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify both parties in writing.

E. Level III (Appeal to the Board)

F. Binding Arbitration

1. If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and the District shall each pay on half (1/2) of any charges required by the American Arbitration Association for services rendered.
2. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is to violate the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievances, such questions will be ruled by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.
  - a. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of hearing a room, shall be borne equally by the District and the Association. All costs, except for released-time for the grievant(s), Association representatives, and witnesses, shall be borne by the party incurring them.

G. Miscellaneous

1. The Association either in its own behalf or in behalf of more than one affected unit member, may initiate a grievance at Level Two.

H. Miscellaneous Provisions

1. No reprisals of any kind shall be taken by the Administrator or any member or representative of the administration or the Board against participants in the grievance procedure by reason of such participation.
2. The grievant may be represented by him/herself at any level of the grievance procedure; and/or, at his/her option, by a representative of his/her choice.

3. A representative designated by the Association to investigate and prepare for grievance shall meet with the Administrator to schedule mutually agreed-upon release time for affected parties. The grievant, representative and any necessary witness shall be granted release time to attend any meeting or conference required by this grievance process.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file at the District Office and shall not be kept in the personnel file of any of the participants. The grievant, or a representative of the Association having the aggrieved person's written authorization, shall be permitted to examine and/or obtain copies of materials in such a grievance file.
5. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
6. Time limits for appeal provided in each level shall begin the day following receipt of the written decision, or the day following the time limit for rendering a decision at that level.
7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is considered a maximum, and every effort should be made to expedite the process. The time limits may, however, be extended or shortened by mutual agreement.
8. While any grievance is pending, the grievant shall continue the assigned functions until the resolution of the grievance is final.
9. Forms for filing grievances (Appendices A-1, A-2, and A-3) shall be given appropriate distribution by the Association so as to facilitate operation for the grievance procedure. The cost of preparing such forms shall be borne by the District.
10. A unit member may, at any time, present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with terms of the written Agreement. If any employee presents a grievance on his/her own behalf, the Association shall be notified by the District and shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
11. As permitted by law, the District shall furnish written information to the Association pertaining to any grievance.

## ARTICLE XIV LAYOFFS

### A. Definitions

A layoff is an involuntary separation, in whole or in part, from active service as a probationary or permanent employee for reasons set forth in Section 44955 of the Education Code.

### B. Seniority List

The District shall maintain a seniority list which shall be posted in the teachers' room by February 1 of each school year.

### C. Same-Date-of-Hire Ties

1. If two (2) or more employees subject to layoff have equal seniority, a tie-breaker mechanism, approved as a resolution by the school board, shall be implemented before layoff notices are sent to the affected employees. This resolution shall be inserted into this contract as Appendix B.
2. The administrator shall grade each teacher having identical seniority dates based upon the approved criteria. At the same time, the Board shall determine, independently of the Administrator, the weight of each criterion based upon the needs of the District for the following school year.
2. The combined grading and weighting will produce a total score. The employees shall be ranked on the seniority list in the inverse order of their total scores.

### D. Impacts of Layoff

The Association may bargain the impact of staff reductions on the remaining employees in areas of compensation and other teaching conditions.

### E. Benefit Continuation

The District agrees to continue to provide health and welfare benefits (Medical, dental and/or vision) to a laid-off employee for three (3) months following the layoff date.

## ARTICLE XV ASSIGNMENT AND REASSIGNMENT

### A. Assignment

Upon initial employment, assignment of a classroom and grade level(s) shall be made by the Administrator.

B. Position Vacancies

In the event of a position vacancy, the Administrator shall communicate the vacancy to the employees and solicit applications from interested employees. If an interested employee is not selected, they shall be entitled to a written statement of reasons upon request.

C. Reassignment

1. "Reassignment" shall mean the change of an employee's classroom and/or grade-level assignment.
2. In the event of reassignment where no vacancy is involved, the Administrator shall discuss, at as early a time as is reasonable, the pending reassignment with the affected employees.
3. If agreement is not reached among the affected employees and the Administrator, the following criteria shall be employed in determining the reassignment:
  - a. Credential, experience, recent training and aptitude supporting possible success in the assignment.
  - b. Special consideration as expressed by both the employer and the employee relating to staff relationships.
3. Prior to making a final decision, the Administrator shall consult with the affected employee(s).

D. Appeal

If the employee does not agree with the Administrator's decision to reassign, she/he shall have the right to appeal, in writing, to the Board. The employee shall deliver, in writing, reasons for the appeal to the Administrator prior to delivery of the appeal to the Board.

E. Preparation Days

1. Employees who are reassigned during the school year shall be allowed up to two (2) days of release time for preparation prior to the effective day of reassignment.
2. Employees reassigned prior to the start of the school year shall be allowed one (1) day of release time during the year in recognition of the time needed during the summer.

3. The District shall provide assistance from the custodian in moving of the employee's materials to the new classroom.

F. Annual Notification

1. Prior to the end of the school year, every reasonable effort shall be made to notify employees, at a staff meeting or in writing, of their tentative grade level assignments and classroom locations for the coming school year.
2. The District and the Association recognize that special circumstances beyond the control of the District may necessitate reassignment during the summer. the affected employees shall be notified personally or in writing at the earliest reasonable opportunity.

ARTICLE XVI EVALUATION

A. Frequency

1. Every unit member (temporary and/or probationary) shall be evaluated by the District, in writing at least once each school year, as required by the Education Code Section 44664(a).
2. After completing two years of probationary status, the District will formally evaluate unit members at least once every two (2) school years, with an informal evaluation occurring in the intervening time period as allowed by Education Code Section 44664(a).

B. Pre-Evaluation Meetings

1. Employees shall be evaluated by the Administrator.
2. The evaluation shall be completed not later than thirty (30) days before the last school day scheduled on the school calendar.
3. It is recognized that a system of periodical evaluation is essential to assist teachers in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable Board of Education decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.
4. Probationary and temporary unit members shall be evaluated each school year. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.



5. Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 1 of the year in which the evaluation is to take place.
6. The unit member being evaluated and the evaluator shall meet no later than October 15 to discuss:
  - a. Objectives and standard to be achieved during the evaluation period.
  - b. A schedule of observations, conferences and final evaluation date. In the event of a disagreement over the objectives, standards and/or evaluation schedule, the unit member and the evaluator shall:
  - c. Make a good faith effort to resolve the differences between themselves.
  - d. If the disagreement persists, the parties may invite a third party to assist in resolving differences. The third party shall recommend alternatives to the unit member and evaluator.
  - e. If either the unit member or the evaluator reject the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.
  - f. The unit member shall have the right to identify any constraints which the unit member believes may inhibit her/his ability to meet the objectives and standards established.
7. During the course of the evaluation period circumstances may change which require modification of the original objectives and standards. The unit member may initiate a change of these objectives and standards in a manner prescribed in Section XVI(b)(5) above.

C. Formal Evaluation Process – Observations and Visitations

1. Classroom observations shall last at least thirty (30) minutes; shall be made known to the unit member at least two (2) days prior to their occurrence; shall be followed by a conference with written feedback within three (3) days of the observations and shall ordinarily be three (3) in number. With agreement of both the unit member and the evaluator, the number of classroom observations may be reduced to two (2) or one (1) in case of obvious satisfactory performance by permanent unit members. A unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written evaluations. Such entitlement includes a pre-observation conference.

2. The immediate supervisor shall meet with first-year probationary employees within 30 calendar days of the close of the first semester. At this meeting, the immediate supervisor shall review the teacher's performance in the first semester and inform the teacher whether any problems were noted that could result in the teacher being denied permanent status. If any problems are identified following this meeting that could result in the teacher being denied permanent status, the teacher shall be informed of those problems in writing within ten (10) days and provided with a written assistance plan designed to allow the unit member to make the improvements necessary to attain permanent status.
3. In the case of negative evaluation(s), or if any problems are noted as per Section XVI(c)(1-2), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
  - a. Specific recommendations for improvement.
  - b. District assistance to implement such recommendations.
  - c. Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements.
  - d. Techniques to measure improvements.
  - e. Time schedule to monitor progress.
7. A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.
8. A final evaluation conference between the unit member and evaluator shall be held no later than sixty (60) days prior to the end of the school year to discuss the content of the final evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain only ratings of "satisfactory" or "unsatisfactory."
9. Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members, except as provided for in the Peer Assistance and Review (PAR) Article of this Agreement.
10. The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:
  - a. Standardized achievement test results, except as mandated in Education Code Section 44662 which may require the use of state adopted criterion referenced assessments related to statewide content standards.

- b. Results of any test utilized for the purpose of a School Improvement Plan.
  - c. Achievement of objectives stated in Individual Education Programs (IEP) of special education pupils.
  - d. Utilization of any “clinical supervision” techniques unless specifically agreed to by the unit member being evaluated.
  - e. Correlation of classroom curriculum to state or local curriculum frameworks, except as mandated in Education Code Section 44662 which may require classroom curriculum to conform to statewide content standards.
  - f. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
  - g. The personal life or lifestyle of a unit member, their personal opinions, scholarly, literary, or artistic endeavor of a unit member.
  - h. Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation, discipline, or discharge of unit members.
11. Association representative(s) may be present at meetings described in this Article.

D. Informal Evaluation Process

- 1. The informal evaluation will be mutually agreed upon each applicable year by the District and the unit member. A final plan will be approved no later than the first Monday in October of each school year.
  - a. In the event the district and the member are unable to agree on the informal criteria, the evaluation will revert to the formal process described in Article XVI(c)
- 2. Each plan will contain, at a minimum, the following:
  - a. Review of professional growth plan with feedback from the unit member and the administrator.
  - b. A Self-Evaluation by unit member with feedback from the administrator.
  - c. Multiple administrator classroom visits to assist professional development and growth.

## ARTICLE XVII

## COMPLAINTS

- A. Complainants should first attempt to resolve the complaint informally with the involved employee.
- B. In the absence of informal resolution of a parent or guardian's complaint, the complainant shall direct the complaint to the Administrator who shall hear the complaint.
- C. Within five (5) days following the receipt of a public complaint, the Administrator shall notify the involved employee of the public complaint.
- D. The Administrator shall schedule a meeting between the complainant and the employee. The Administrator shall attempt to act as a conflict resolution mediator. An Association representative may be present at any such meeting.
- E. The Administrator shall investigate the complaint, providing both parties every opportunity for explanation, comment, and presentation of facts as a basis for assessment and resolution. A written report of the investigation shall be delivered to both the complainant and the affected employee.
- F. If the parent or guardian desires to appeal the decision of the Administrator, she/he shall do so by requesting the opportunity to address the Board of Trustees in closed session. The employee who is the subject of such a complaint shall be notified and given the opportunity to attend this session along with an Association representative.
- G. Public Complaints
  - 1. No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information or material derogatory or critical in nature which has been received by the District from pupils, parents, District, employees, public agency, and/or the public, unless the following procedures have been followed:
    - a. Any public complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint, within five (5) days of receipt, if the complaint may be placed in the unit member's file or used against the unit member as described in Section III(c).
    - b. Should the involved unit member believe the allegations in the public complain warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the member and the complainant. At the request of the unit member, Association representative(s) may be present at the meeting. If the complainant refuses to attend the meeting,

the complaint shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.

- c. If the matter is not resolved at the meeting to the satisfaction of the complainant, complainant may reduce the complaint to writing and submit the original to the unit member, with a copy to the unit member's immediate supervisor. The unit member shall be given time during the duty day, without salary deduction, to review the complaint and prepare responsive comments. If the unit member believes the complaint is false and/or based on hearsay, a grievance may be initiated to determine the validity of such complaint. If no written complaint is received, the matter shall be dropped.
2. Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
3. All information or proceedings regarding any complaint shall be kept confidential by the District.

## ARTICLE XVIII ORGANIZATIONAL SECURITY

### A. Dues Deduction

The right of payroll deduction for payment membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation or authorization from unit members.

1. Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
2. With respect to all sums deducted by the District pursuant to Section XVIII(a)(1) above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for who such deductions have been

made, and indicating any changes in personnel from the list previously furnished.

B.

#### ARTICLE XIX CLASS CONFIGURATIONS

The Association shall have the right to make proposals regarding the time frame and possible configuration of classes.

#### ARTICLE XX PUBLICATION OF CONTRACT

The District and the Association shall prepare a draft of the successor agreement within (30) calendar days of ratification by both the District and the Association. The parties shall meet and review it for accuracy. The District and Association shall jointly prepare and distribute one (1) copy to each unit member, and additional copies shall be prepared and distributed as necessary

## **Memorandum of Understanding**

March 15, 2017: Article II, Section C (2)-Negotiation period

March 28, 2018-Schedule of meetings and preparation time

March 28, 2018- 2018-19, 2019-20, 2020-21 Work Calendars

May 14, 2018: Salary Schedule Increases- Implementation

Memo

## **Tentative Agreements**

Article I, Article II- Agreement (2017)  
Article II, Agreement (March 28, 2019)  
Article II, Agreement- (March 8, 2022)  
Article III (B) Agency Fees (March 28, 2019)  
Article IV Hours and Adjunct Duties (April 26, 2017)  
Article IV Hours and Adjunct Duties (March 8, 2022)  
Article IX (M) Salary Schedule Increases (2017)  
Article IX (M) Salary Schedule Increases (March 28, 2019)  
Article XII-Discipline, Dismissal, and Suspension for Permanent Certificated Unit Members  
(May 16, 2017)

## **2025-2026**

Article IX Salaries-Agreement (March 25, 2025)  
Article X Class Size- Agreement (March 25, 2025)  
Article XI Extra Duties-Agreement (April 1, 2025)  
Article IX Salaries- Agreement (April 1, 2025)  
Article V- Agreement (April 18, 2025)  
Article VII-Agreement (April 18, 2025)  
Article II- Agreement (May 9, 2025)  
Article IX Salaries- Agreement (May 30, 2025)  
Article II- Agreement (May 30, 2025)



## **Appendix A- Academic Calendar**

### Appendix B- Benefits

For the 2025-2028 contract term, HMESD agrees to give HMTA the follow insurance caps:

- 1) Single- \$ 14,000
- 2) Single +1- \$16,000
- 3) Family- \$18,000

These insurance caps are to be used to cover the employee's dental and medical insurance costs per year. The employee may choose from the approved vendor list provided by CalPERS and Napa COE. For the most updated list of approved vendors, please reach out to Napa COE Payroll.

## Appendix C- Salary

SIGNATURES

FOR THE HOWELL MOUNTAIN  
SCHOOL DISTRICT

FOR THE HOWELL MOUNTAIN  
EDUCATORS ASSOCIATION

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BOARD PRESIDENT

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PRESIDENT

---

CLERK OF THE BOARD

---

MEMBER

---

SUPERINTENDENT/PRINCIPAL

Ratified by the Howell Mountain School  
District:

Ratified by the Howell Mountain  
Educators Association:

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Date

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Date