



Trona Joint Unified Certificated Agreement – 2020-2022

Trona Joint Unified Certificated Agreement – 2020-2022

ARTICLE I AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement between the Trona Joint Unified School District and the Trona TeachersTCEA Association, CTA/NEA, an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- 1.3 The parties may reopen negotiations at any time on any collective bargaining issue by mutual written agreement.
- 1.4 This Agreement shall remain in full force and effect from July 1, 2020, through June 30, 2022.
- 1.5 If any provision of this Agreement should be held invalid or unenforceable by operation of law or by any court or tribunal of competent jurisdiction, then the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. In such an event, the employer and the Association shall, upon request of either party, immediately commence negotiations regarding the means of compliance with such law or decision.

ARTICLE II

RECOGNITION

- 2.1 The Trona Joint Unified School District ("District") recognizes the Trona Teachers' Association ("Association"), affiliated with the California Teachers Association and the National Education Association, as the exclusive representative of all employees in the unit as set forth below:

Included: All certificated employees

Excluded: All confidential, supervisory, management employees, counselor and psychologist.

ARTICLE III

DEFINITIONS

- 3.1 A "Unit Member" shall mean a certificated person for whom the Association is recognized as the exclusive representative and is covered by the terms and provisions for this Agreement.
- 3.2 "Daily Rate" or "per diem rate" shall be the unit member's annual salary divided by 183 days.
- 3.3 "Immediate Supervisor" means the individual having direct responsibility for the supervision of the unit member.
- 3.4 "Minimum Day" means the amount of instructional time at the applicable grade level required to receive state funding for students in attendance.
- 3.5 "Release Time" means the time that a unit member is released from regular duties without loss of pay to perform District-approved activities as provided for in this Agreement.
- 3.6 "Representative" means a person(s) who is selected by the unit member or Association to represent them.
- 3.7 "Secondary" means those schools which have the teaching responsibility for students in grades 7 through 12.
- 3.8 "Elementary" means those schools which have the teaching responsibility for students in grades K through 6.
- 3.9 "Working Day" is a day in which the unit member is scheduled to render services to the District.

ARTICLE IV
NEGOTIATIONS PROCEDURES

- 4.1 Not earlier than January 15 of the calendar year in which this Agreement expires, the Board and the Association agree to enter into negotiations over a successor Agreement by negotiating in good faith. The first negotiation meeting shall not be held until thirty (30) days have elapsed from the Association's or the Board's initial proposal given to the Board in a public meeting.

The first negotiating meeting shall not be held until adequate public notice has been given to the proposals of the District and the Association. Adequate public notice shall include a public hearing.

- 4.2 The Association shall receive released time for mutually agreed upon negotiating sessions for four (4) Association negotiators or parity (up to 4) with the number of District representatives at the table to meet and negotiate with the District for a successor Agreement.
- 4.3 It is recommended by both parties that day long negotiating sessions are conducive to timely settlements and less disruptive to the educational process.
- 4.4 Upon request by the Association, the Board will provide budgets and other data pertaining to negotiations as they become available to the public. Information of a confidential and restricted nature will be excluded.

ARTICLE V
MAINTENANCE

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- 5.1 This Agreement shall supersede any rules, regulations, or practices of the District which are, or may in the future be, contrary to or inconsistent with its terms.
- 5.2 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules, which are designed to implement this Agreement, shall be uniform in application and effect.

ARTICLE VI
NON-DISCRIMINATION

District

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- 6.1 Neither the District nor the Association shall discriminate against any unit member on the basis of race, color, creed, religion, sex, national origin, American Disabilities Act, age (as provided by state and federal law), marital status, nor on the basis of membership or lack of membership in an employee organization.
- 6.2 There shall be no discrimination with regard to marital status of a unit member when applying the transfer/reassignment provisions of this Agreement; provided, however, the District may take into account any impact upon the operations of the District which might result in any employee being supervised or acting as a supervisor of the unit member's spouse.

ARTICLE VII

SAVINGS

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- 7.1 If any provisions of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law, PERB, or by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 7.2 It is further agreed that as soon as possible following notification of the court's decision, negotiations shall commence regarding matters related to those provisions.

ARTICLE VIII STATUTORY CHANGES

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- 8.1 Improvement in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.
- 8.2 Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties to negotiate regarding the results of the reduction or elimination of said benefits.

ARTICLE IX
MISCELLANEOUS

District



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- 9.1 The cost of required tests of any kind, such as skin tests, chest x-rays, etc., shall be paid by the District.
- 9.2 The District shall not pay for bargaining unit members' personal property which is stolen, lost, or damaged unless the employee has received prior authorization from the Superintendent or designee to use the item for educational purposes.

ARTICLE X
GRIEVANCE PROCEDURE

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10.1 Definitions

- 10.1.1 Grievance: An allegation that there has been a misinterpretation, a misapplication, or a violation of a specific provision of this Agreement.
- 10.1.2 Grievant: The person or persons making the claim or the Association.
- 10.1.3 The bargaining unit member as an individual or a group of unit members collectively may file a grievance when he/she/they feel/s that there is a misapplication, misinterpretation, or a violation of a specific provision of this Agreement.
- 10.1.4 Respondent: The party named by the grievant(s) as being responsible for the alleged violation or dispute in question.
- 10.1.5 Immediate Supervisor: The district designated management employee having immediate jurisdiction over the grievant or who has been designated to adjust the grievance.

10.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

10.3 Procedure

10.3.1 Informal Level

Before filing a formal grievance, the grievant will attempt to resolve the grievance by an informal conference with his/her immediate supervisor or with the Superintendent, if filed at Level Two.

10.3.2 Formal Level - Level One

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- 10.3.2.1 If the grievance has not been resolved at the informal level, the grievant shall, within 40 working days after the act(s) of omission giving rise to the grievance, or within 40 working days from the time when the grievant could reasonably be expected to know of the event(s) which gives rise to the grievance, the grievant must give his/her grievance in written form to the immediate supervisor and Superintendent or his/her designee with a written copy to the association. The grievance must contain the specific provisions of the Agreement, Board Bylaw and/or policy and/or procedure alleged to have been violated, and recommend an appropriate remedy.
- 10.3.2.2 The supervisor shall communicate his/her decision to the grievant in writing within 10 working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level of the grievance procedure.
- 10.3.2.3 A conference shall be held within the above time limits at the request of either the grievant or the supervisor.
- 10.3.2.4 If the grievant is not satisfied with the disposition of the grievance, the grievance may be appealed to Level Two of the formal grievance procedure. The Association and the District may mutually agree to waive the time lines provided in this Article or to allow filing at a higher level in the Grievance Procedure.

10.3.3 Formal Level - Level Two

- 10.3.3.1 If the grievance has not been resolved at the Formal Level One, within 10 working days, the grievant may present his/her written grievance to the Superintendent or his/her designee with a written copy given to the Association. The grievance must contain the specific provisions of the Agreement alleged to have been violated, and recommend an appropriate remedy.

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- 10.3.3.2 The Superintendent or his/her designee shall communicate his/her decision to the grievant in writing within 10 working days after receiving the grievance. If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next level of the grievance procedure.
- 10.3.3.3 A conference shall be held within the above time limits at the request of either the grievant or the Superintendent or his/her designee.
- 10.3.3.4 If the grievant or the Association is not satisfied with the disposition of the grievance, the grievance may be appealed to Level Three of the formal grievance procedure.

10.3.4 Formal Level - Level Three

- 10.3.4.1 If the grievance is not resolved at Level Two or within 10 working days after the submission of the grievance at Level Three, the Association may submit the grievance to arbitration. The Association shall notify the Superintendent in writing within 10 working days after receipt of the request from the grievant that the grievance has been submitted for arbitration.
- 10.3.4.2 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within 15 working days, a joint request shall be made to the California State Mediation and Conciliation Service requesting that a list of seven arbitrators be submitted.
- 10.3.4.3 The Association and the District shall alternately strike names until one name remains. The remaining name shall be the name of the selected arbitrator.

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10.4 Arbitration

- 10.4.1 The parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- 10.4.2 The arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions on the issue(s) submitted. The decision of the arbitrator shall be final and binding on all parties.
- 10.4.3 The cost of the services of the arbitrator will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

10.5 Miscellaneous

- 10.5.1 The time limits specified at each level in the grievance procedure shall be considered to be maximums, and efforts shall be made by both parties to meet these time limits. The time limits, however, may be extended by mutual written agreement.
- 10.5.2 If a grievant does not file a grievance or an appeal within the prescribed time limits, the grievance shall be considered completed. If the District does not respond within the prescribed time limits, the grievant may appeal to the next level within the stated time limits.
- 10.5.3 The grievant and/or his/her representative shall be provided reasonable release time at any level for the purpose of grievance conferences and hearings. Any witness who appears at the conference or hearing shall be accorded the same right. Grievant and/or their representatives shall provide adequate notice to their immediate supervisors reasonably in advance of the anticipated appearance. Adequate notice is considered at least 72 hours.

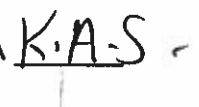
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- 10.5.4 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 10.5.5 No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or the Board against the grievant or any representative of the grievant by reason of their bringing a grievance or participating in a grievance; nor shall any reprisals of any kind be taken by the Association or any member or representative of the Association against either the grievant, the District, any District employee, or any participant in the grievance procedure by reason of such participation or decision.
- 10.5.6 Both parties to the grievance shall have access to documents, within the state and federal policies and procedures defining confidentiality, which would assist in adjudicating the grievance.
- 10.5.7 Both parties agree that these procedures will be kept as confidential as may be appropriate at all levels of the procedure.

ARTICLE XI

DUES AND AGENCY SERVICE FEES

District 

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- 11.1 Any teacher 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 assessment in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the individual between May 1 and June 15 of any year. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months.

Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated, commencing with the month of employment or month of beginning membership.

- 11.2 As a condition of effectiveness of this article, the Association agrees to indemnify District contractual attorney fees and save the District, Board of Education and individual school board members and all administrators in the District harmless against any and all claims, demands, costs, lawsuits, judgments, or other forms of liability and district costs including all court or state administrative agency costs that may be sustained out of or by reason of actions taken by the District for the purpose of complying with this article.
- 11.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 11.4 Those bargaining unit members who are on paid leave, including part-time employees, shall continue to pay dues to the Association if they have voluntary dues authorization cards on file.
- 11.5 Bargaining unit members with payroll authorizations on file who are on unpaid leave of absence shall have said authorization continue in effect upon return to active duty unless appropriately cancelled pursuant to this Article.

- 11.6 The District shall deduct an agency service fee from the wages of all employees who have elected not to join the Association and who have not paid an agency service fee lump sum directly to the Association. The amount of the agency service fee must not exceed regular Association dues, and the agency service fee must not support Association activities beyond the Association's representational obligations.

The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after submission of the authorization.

- 11.7 Notwithstanding any other provisions of this Article, any teacher who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues to the Association, to pay an amount equal to the current Association's dues to any non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code. Proof of payment to any fund shall be made on an annual basis to the Association.

ARTICLE XII

ASSOCIATION RIGHTS AND MAIL FACILITIES

- 12.1 Mail Facilities

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The Association, as the exclusive bargaining unit, shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer. No administrator, classified employee, or student will be held responsible for the circulation or delivery of Association mail.

12.2 Bulletin Boards

The Association, as the exclusive bargaining unit, shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members.

12.3 Use of Buildings and Equipment

The Association, as the exclusive bargaining unit, shall have the right to use school facilities and equipment during all reasonable hours for meetings and other Association activities at no cost to the Association.

12.4 Access to Worksite

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times, provided that such activities or use do not interfere with classroom instruction.

12.5 Access to Information

The District, upon request by the Association, agrees to furnish to the Association, within 10 working days, available information concerning the financial resources and professional staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of Board meetings and attachments thereto at the time of distribution to the public, census data, names, addresses, and listed phone numbers of all unit members, salaries paid thereto, and other information that may be used in negotiations and processing grievances.

12.6 Appointment to District Committee

District 

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Unless otherwise specified by law, the administration and the Association shall mutually select unit member representatives to school site councils pursuant to Education Code Section 52012, unit member representatives on committees to develop standards of proficiency pursuant to Education Code Section 51215, and unit member representatives on any school based program coordination committee pursuant to Education Code Sections 52800, 52820, 52850 and 52870. Unless otherwise specified by law, the administration and the Association shall mutually appoint unit member representatives to any ad hoc committee established by the District or any other committee established under the Education Code which falls within the scope of negotiations.

- 12.7 The District will furnish the Association President with three complete agendas with attachments for each regular meeting of the Board of Trustees, excluding executive sessions, Rodda Act sessions, and personnel items. Agendas will be furnished at least 48 hours before regular and special Board meetings and at least 24 hours before emergency Board meetings.
- 12.8 The Association shall receive a copy of all adopted policies and procedures of the Board of Trustees.
- 12.9 The District shall provide each school with one copy of proposed policies at the time they first go to the Board of Trustees within a regular agenda. A copy of the proposed policy will be made available to the Association representative at the school. The Association representative will have the responsibility for dissemination of said proposed policy. A District policy book will be maintained and will be available for employees' review and perusal.
- 12.10 The first Thursday of each month shall be reserved for Association meetings.
- 12.11 Names, addresses, and listed telephone numbers of all bargaining unit members shall be provided to the Association no later than October 1 of each school year.

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- 12.12 The Association Building Representative, upon request, shall be granted a minimum of five minutes at the conclusion of regular faculty meetings for Association announcements.
- 12.13 The Association President or designee shall receive release time equivalent to five minutes at the conclusion of regular faculty meetings for Association announcements.
- 12.14 The Association President or designee shall receive release time equivalent to five days per year to conduct Association business.
- 12.15 The District shall upon request and deemed necessary, furnish the Association with a current seniority list within 10 working days of the request.

ARTICLE XIII

TRANSFERS AND REASSIGNMENTS

District



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13.1 Definitions

- 13.1.1 An "assignment" is the initial placement of a unit member following employment.
- 13.1.2 A "transfer" means the movement, either employee-initiated or administrator-initiated, of an employee from one work site, such as a school or other geographical location, to another work site.
- 13.1.3 An "employee-initiated transfer" means a transfer which is requested by an employee in writing.
- 13.1.4 An "administrator-initiated transfer" means a transfer of an employee which is initiated by the immediate supervisor or the Superintendent of his/her designee.
- 13.1.5 A "reassignment" means the movement of an employee from one class/subject/grade level during the current school year or to another class/subject/grade level area within a school.

13.2 Voluntary Transfer

- 13.2.1 A unit member may submit a written request for transfer to the Superintendent at any time, whether or not a vacancy exists.
- 13.2.2 A voluntary transfer request may be withdrawn by the unit member at any time in writing prior to the notification that the transfer has been approved.
- 13.2.3 A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.
- 13.2.4 If the unit member requests that his/her request for transfer be kept confidential, the principal at his/her school shall not be notified by the District until after an offer of transfer has been made, and the matter will be treated as confidential.

13.2.5 If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member may request and shall receive a written response which shall include the criteria used as a basis for the selection.

13.2.6 Unit members returning from leave shall be afforded all rights provided under this section.

13.3 Involuntary Transfer

13.3.1 The faculty of the schools will be consulted to determine if a surplus/program change may be resolved by voluntary transfers or reassignments. Should it become necessary to transfer a unit member due to a staffing surplus or program change, the primary consideration in making such an adjustment shall be the program and educational needs at the school(s) concerned. Volunteers shall be sought prior to implementing involuntary transfers.

13.3.2 The selection criteria for staffing needs for the school program shall be based upon District seniority. The least senior employee with the proper credential shall be involuntarily transferred.

13.3.3 Upon request, the unit member shall receive, within 10 working days, written reason when an involuntary transfer is made by the administration.

13.3.4 The unit member being transferred shall have the opportunity to be considered for all positions that are open for which he/she is qualified.

13.3.5 The administration shall make every effort to notify a unit member of a pending transfer within 30 working days, but not less than five working days, prior to the end of the school year, giving appropriate reasons for the necessity of the involuntary transfer.

13.3.6 The District shall provide assistance in moving materials to any new location.

13.3.7 Involuntary transfers shall not be made for disciplinary reasons.

13.4 Transfer Due to Surplus Situations

13.4.1 A surplus exists when the number of unit members assigned to a school exceeds the unit member allotment for that school. Transfers necessitated by this fact are considered to be involuntary transfers.

13.4.2 The faculty of the school will be consulted to determine if the surplus may be resolved by voluntary transfers.

13.5 Assignments and Reassignments

13.5.1 Whenever possible, assignments shall be announced not less than 10 working days prior to the close of the school year. Unit members who are reassigned after the opening of school for program or enrollment needs shall be notified as soon as possible but not less than five working days prior to the assignment. Unit members shall be provided up to three working days of release time, upon request, before reassignment actually occurs which shall be dependent on the courses and the location of the reassignment.

13.5.2 Notification of assignment shall be as follows:

13.5.2.1 The District shall attempt to give new members their assignments at the time of their hiring.

13.5.2.2 The District shall attempt to give returning unit members their site and teaching assignments for the subsequent year no later than the closing date of the current school year or two weeks prior to the first reporting date.

13.5.2.3 Each spring, prior to building the fall schedule for school, the administrator in charge shall confer with each unit member at

that site to determine the course and grade level that unit member desires to teach the following school term. A unit member shall be deemed qualified to teach a course if his/her educational preparation and credentials are appropriate.

13.5.3 If it becomes necessary to assign or reassign unit members to another department at the secondary level, the following criteria shall be used:

- A. Credentials or majors to teach in that department.
- B. Interest or previous teaching experience in the subject area.

13.5.4 The District shall give considerations to qualifications and credentials when determining the assignments. In no instance will a person be required to teach in any field for which he/she is not credentialed to teach.

13.5.5 Department lead teachers shall be nominated by their site unit members and approved by the principal.

13.6 Vacancies

13.6.1 A "vacancy" is any vacated, promotional, or newly created position.

13.6.2 The District shall deliver to the Association and post in all designated areas a list of all vacancies, promotional positions, and new positions which occur. The list shall contain the following:

- A. A closing date which is at least six working days following the posting.
- B. Qualifications necessary to meet the requirements of the posted position.

13.6.3 No assignment to fill the vacancy, promotional position, or newly created position shall be made until the closing date.

13.6.4 A list of positions which are known certificated vacancies for the ensuing year or semester will be published as needed. It will be posted at each designated area. During the summer recess, such notices will be posted in the District Office and at each school where summer school is being taught. If the

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vacancy is for a limited term, the District shall so indicate in the publication. The publication shall also include the work location, credential required, grade level if appropriate, and any special qualifications, duties, and responsibilities of the position. It is recognized by the parties that those unit members who are affected by a surplus condition, as provided for in this Article, shall be given the first consideration in accordance with the Education Code when filling these vacancies.

13.6.4.1 Upon request, the District shall notify individual unit members of any posted openings which may arise during the summer recess or periods of leave.

13.6.5 Application for vacancies shall be submitted in writing and will be accepted or six working days from the date of posting.

13.6.6 Unit members from within the District shall be given first consideration for any vacancy.

13.6.7 If a unit member has a transfer request on file, it is not necessary to make a further request in order to be considered for any vacancies for which the unit members may be qualified. Requests will remain on file for one year.

13.6.8 The District shall, upon request of the unit member, deliver in writing the reasons for the unit member not receiving the transfer to the vacancy, promotional position, or newly created position.

13.7 Transfers and reassignments shall not be made for arbitrary or capricious reasons. The educational interests of students shall be the primary consideration in all cases.

13.8 Administration and representatives of the bargaining unit agree to meet and develop observation and evaluation tools aligned to the California Standards of the Teaching Profession to enhance administration working with teachers to strengthen instruction and promote professional growth. The committee will assemble in the fall to begin the process.

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promote professional growth. The committee will assemble in the fall of 2013 to begin the process.

District 

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ARTICLE XIV

REDUCTION IN FORCE/LAYOFFS AND RE-EMPLOYMENT

- 14.1 This amendment is entered into in accordance with the Education Employment Relations Act.
- 14.2 In the event the District determines that unit members shall be subject to layoff, the District shall endeavor to give notice reasonably calculated to inform the Association of this determination as soon as practicable.
- 14.3 Once the determination to lay off unit members has been made by the District and the preliminary notice has been sent to the unit members pursuant to applicable sections of the Education Code, the Association may request information legally required and incident to those unit members receiving the preliminary notice.
- 14.3.1 Once a unit member's employment is terminated, he/she shall be eligible for health benefits as set forth in the Agreement through September 30 of the calendar year in which the unit member is laid off, paid by the District at the same District contribution rate in effect immediately prior to the date the unit member was laid off.
- 14.3.2 The laid off employee(s), for a period not to exceed eighteen (18) additional months, shall have the option to remain an active participant in the District health benefits program as set forth in the Health and Welfare Benefits provision of the Agreement unless:
- 14.3.2.1 the employee fails to pay the full cost of any and all premiums through payment at least one (1) month in advance of the month of coverage or

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- 14.3.2.2 there is a break in the laid-off employee's participation in the health benefits program any time immediately prior to the layoff and for a period of three (3) months following the date of the layoff or severance from employment, or
- 14.3.2.3 the laid-off employee fails to remain eligible for the health benefits, or
- 14.3.2.4 the laid-off employee becomes eligible for medical benefits through another employer.

14.4 Permanent certificated employees who are laid off shall be granted all rights under Section 44956 of the Education Code.

14.4.1 For the period of thirty-nine (39) months from the date of layoff, any permanent employee shall have preferred right to re-employment, subject to the provisions of Section 14.8 hereof, in the order of original employment as earlier determined in accordance with law, except as follows:

14.4.1.1 In the event and to the extent that the District determines, in its sole discretion, that a specific need for personnel to teach a specific course or course of study, or to provide services authorized either pupil personnel services or health for a school nurse, and that the employee has special training and experience necessary to teach that course of study, or to provide those services, which others with more seniority do not possess; or

14.4.1.2 In the event and to the extent that the District determines, in its sole discretion, that deviation from reappointing a certificated employee in order of seniority is necessary for purposes of

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maintaining or achieving compliance with constitutional requirements related to equal protection of the laws.

14.4.2 Employees who wish to take advantage of the preferred right to re-employment shall keep the Administration apprised in writing of their current mailing address(es) and of any changes in their credentials.

14.4.3 When actual vacancies occur, the District shall notify, by the order of original employment, as earlier determined, except as provided pursuant to Section 14.7 above, the laid-off employee(s) who hold the proper credential required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the Personnel Department. The notified employee shall notify the district in writing of his/her acceptance within fifteen (15) working days of mailing by the District. Failure to do so shall mean that the employee has waived his/her reappointment right to any vacancy stated in the notice from the District.

14.4.4 The right to reappointment may be waived by an employee for not more than one (1) school year, but such waiver shall not deprive the employee of his/her right to subsequent offers of reappointment.

14.4.5 As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; he/she shall retain the classification and order of employment he/she had when his/her services were terminated; and credit for prior service under any state or district retirement system shall not be affected by such termination, but the period of the absence shall not count as part of the service required for retirement.

14.4.6 During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, be offered priority of opportunity for

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substitute service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon the return to duty of said other employee; and provided, that the compensation of pay in the District, unless the employee serves as a substitute in any position requiring certification for any twenty-one (21) days or more within a period of sixty (60) school days in which case not less than the amount he/she would receive if he/she were being reappointed. Said substitute service shall not affect the retention of his/her previous classification and rights.

14.4.7 Provision 14.6 shall not be interpreted to give laid-off employees additional rights beyond those required by law or deny any rights guaranteed by law.

14.4.8 When seeking substitutes each day, the District agrees to call first any laid-off employees in order of original employment before calling any other substitutes. This does not include laid-off employees who indicate to the District that they do not wish to be called to work as a substitute. The District shall not be obligated to call any such substitute more than one time per day, nor shall the District be obligated to explain its calling and assignment procedures to individual substitutes. The District agrees to maintain substitute-calling worksheets, showing calls made each day. These worksheets shall be available for inspection by the Association for the purposes of monitoring this provision only. Such inspection shall be made in the presence of the Superintendent or designee and shall be scheduled by making an appointment with the Superintendent. This provision shall remain in force and effect until all probationary and permanent employees laid-off by the District in order of layoffs have either been reemployed by the District, or until those employees' period of preferred employment has ended, whichever occurs first.

14.5 Probationary Certificated Employees

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Probationary Certificated Employees who are laid-off shall be granted all rights under Education Code Section 44957.

14.5.1 For the period of twenty-four (24) months from the date of layoff, any probationary employee shall, subject to the provisions of Section 14.7, have a preferred right to re-employment in the order of original employment as earlier determined in accordance with law, except:

14.5.1.1 In the event and to the extent that the District determines, in its sole discretion, that a specific need for personnel to teach a specific course or course of study, or to provide services authorized by a services credential with a specialization in either pupil personnel services or health for a school nurse, and that the employee has special training necessary to teach that course or course of study, or to provide those services, which others with more seniority do not possess; or,

14.5.1.2 In the event and to the extent that the District determines, in its sole discretion, that deviation from reappointing a certificated employee in order of seniority is necessary for purposes of maintaining or achieving compliance with constitutional requirements related to equal protection of the laws.

14.5.2 Employees who wish to take advantage of the preferred right to re-employment shall keep the Personnel Department apprised in writing of their current mailing address(es) and of any changes in their credential.

14.5.3 When actual vacancies occur, the District shall notify, by the order of original employment as earlier determined, except as provided pursuant to Section 14.5.1 above, the laid-off employee(s) who holds the proper credential required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the District. The notified

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employee shall notify the District in writing of his/her acceptance within fifteen (15) days of mailing by the mailing by the District. Failure to do so shall mean that the employee has waived his/her reappointment right to any vacancy stated in the notice from the District.

14.5.4 As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; he/she shall retain the classification and order of employment he/she had when his/her services were terminated; and credit for prior service under any state or District retirement system shall not be affected by such termination; provided: however, that the period of absence shall not be counted as part of the service required for attaining permanent status in the District or for retirement purposes.

14.5.5 During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, and subject to the rights of permanent employees as set forth in Provisions 14.4 through 14.5 above, be offered opportunity for substitute service during the absence of any other employee who has been granted leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon a return to duty of such other employee, that such substitute service shall not affect the retention of his/her previous classification and rights, and that such an employee shall be given a priority over other employees.

14.5.6 Provision 14.5 shall not be interpreted to give laid-off employees additional rights beyond those required by law or deny any rights guaranteed by law.

14.5.7 Provisions 14.5 also will apply under Provision 14.6. After July 1, 1996, all vacancies for each succeeding school year shall be filled in the following order of priority:

First, laid-off employees under Provision 14.4;

Second, laid-off employees under Provision 14.5.

14.6 Criteria To Determine The Order Of Employment (Layoff And Re-Employment) Of Those Certificated Employees Who First Rendered Paid Regular Day School Service To The District On The Same Date.

The criteria is applied in order of seniority, and ranking will be an accumulation of points from variables within the criterion. The total applicable points in criterion one will be applied to those having the same first date of service in a probationary status. Therefore, when ties are broken by criterion one, no further criterion will be applied. However, if applying the first criterion there are still ties, then the second criterion is to be applied; and if ties still result, the third criterion is to be applied, et cetera, until all persons have a unique ranking.

14.6.1 Criterion One –Prior Temporary And/Or Probationary Day School Certificated Employment With The District

<u>Prior Employment</u>	<u>Point Value</u>
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A point value of one-half (1/2) will be granted for each semester of temporary and/or probationary and/or permanent day school certificated employment within the District rendered prior to verified seniority date.	1/2
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A semester of service is defined as contract service for seventy-five (75) or more of the number of working days of the full assignment, including sick leave, but excluding leaves without salary. Historical records of the District reflect that seventy-five percent of a full year's teaching assignment is 137 days, based on a work year of 183 days.

14.6.2 Criterion Two - Credential/Certificate

<u>Credential(s) Held</u>	<u>Point Value</u>
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Specialist - Bilingual/Cross Cultural Instruction	1
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Certificate of Bilingual/ Cross Cultural Competence	1
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Specialist - Reading	1
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Specialist – Special Education, or any any credential authorizing special education services or designated instructional services (speech only)	1
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14.6.3 Criterion Three – Degrees Earned (Accredited Institution)

<u>Degree</u>	<u>Point Value</u>
Doctorate Degree	2
Master's Degree	1

14.6.4 Criterion Four – Recognized Units Subsequent To Baccalaureate Degree

<u>Unit</u>	<u>Point Value</u>
Each Semester Unit (Must be a unit acceptable on the District's salary schedule in accordance with District adopted "Rules and Regulations for Implementation of Salary Schedule for Certificated Bargaining Unit Members".)	1

14.7 The District shall make assignments and reassignments in such manner that employees shall be retained to render any service which their seniority and qualifications entitle them to render. However, prior to assigning or reassigning any employee, and prior to reappointing any employee pursuant to Section 14.4 or 14.5, to teach a subject which, in the District's judgment and in its sole discretion, he or she has not previously taught, for which he/she does not have a teaching credential, or which is not within the employee's major area of post-secondary study or the equivalent thereof, the District shall require the employee to pass a subject matter competency test in the appropriate subject. The design, administration, and grading of the test, and all other matters pertaining to the test, are within the sole discretion of the District.

14.8 Application and Interpretation of this Article

- 14.8.1 The provisions of this Article do not apply to teachers who are not subject to layoffs under Education Code Sections 44949 and 44955.
- 14.8.2 The provisions of this Article shall be interpreted as full settlement of all negotiations on the matter of unit member layoffs, re-employment, and the impact and effects of those matters. The Association hereby clearly and unequivocally waives its right to meet and negotiate all those matters during the term of this Article.

ARTICLE XV
TEACHER EVALUATIONS

15.1 Teacher Evaluations

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- 15.1.1 The Superintendent shall assign administrative personnel the primary responsibility for the evaluation and guidance of teachers. Teachers scheduled for evaluation shall be given the evaluator's name.
- 15.1.2 All monitoring or observation of the work performance of a teacher shall be conducted openly with the knowledge of the teacher and have the primary purpose of strengthening instruction and promoting professional growth.
- 15.1.3 Administrative personnel may enter a classroom at any time deemed necessary.
- 15.1.4 Evaluation reports shall not be placed in a teacher's file, or otherwise acted upon, prior to a conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

15.2 Evaluation Procedure

- 15.2.1 Probationary teachers shall be observed and evaluated annually. At least two formal observations will be completed, the first observation no later than December 15 and the second no later than March 15. A summative evaluation will take place not later than 30 days before the last school day scheduled on the school calendar.
- 15.2.2 Tenured teachers with less than ten years in the district shall be observed and evaluated at least once every two years. At least one formal observation will take place by March 15 of the school year in which the evaluation is scheduled. A summative evaluation will take place not later than 30 days before the last school day scheduled on the school calendar. A tenured teacher who receives an unsatisfactory evaluation shall be evaluated annually until the evaluation becomes positive.
- 15.2.3 Tenured teachers who have been employed with the school district for at least ten years and whose previous evaluation rated proficient or above in all

areas shall be observed and evaluated at least once every five years. A summative evaluation will take place not later than 30 days before the last school day scheduled on the school calendar. Either party may return the evaluation process to the cycle outlined in 15.2.2 at any time.

- 15.2.4 All teachers shall submit goals and objectives to the administration by the second Monday after Labor Day of each year.
- 15.2.5 The administration may require a meeting with each teacher to review and modify the goals and objectives submitted. The evaluator and the teacher shall attempt to reach agreement on the specific goals and objectives. If a mutual agreement cannot be reached, the evaluator shall have the right to make a decision on such specific goals and objectives. The teacher may attach a written statement indicating disagreement with the specific goals and objectives.
- 15.2.6 If any portion of the evaluation is marked "unsatisfactory" or "needs improvement", or similar designation, the evaluator(s) shall give the person being evaluated written suggestions for correction of the deficiencies. Any evaluation which contains an unsatisfactory rating in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the teacher's performance and to further pupil achievement and the instructional objectives of the District. If a teacher is required to participate in such a program, the program shall relate to the unsatisfactory rating. An employee shall not be required to participate in such a program unless an attempt is made to reach agreement with the employee on the nature of the program. Should the employee and the evaluator fail to reach an agreement, the Superintendent shall determine the nature of the program.

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- 15.2.7 Any teacher who receives a negative evaluation shall be entitled to one additional subsequent observation, conference, and written evaluation as outlined above. Upon written request to the administration by the teacher being evaluated, an additional evaluation by a second evaluator will be made.
- 15.2.8 Administration and representatives of the bargaining unit agree to meet and develop observation and evaluation tools aligned to the California Standards of the Teaching Profession to enhance administration working with teachers to strengthen instruction and promote professional growth.
- 15.3 Written complaints regarding the teacher made to any member of the administrative staff by a parent, student, or other person which are used in the written evaluation of a teacher will be promptly investigated by the administration and called to the attention of the teacher. All written complaints must be signed by the person making the complaint. The teacher will be given an opportunity to respond and/or to make a rebuttal to such complaints. This policy is pursuant to Education Code 35160.5(a) (3)
- 15.4 Personnel Files
- 15.4.1 Materials in personnel files of teachers which may serve as a basis for affecting the status of their employment shall be made available for the inspection of the person involved. Such material shall not include ratings, reports, or records which were:
- 15.4.1.1 Obtained prior to the employment of the person involved.
 - 15.4.1.2 Prepared by identifiable examination of committee members.
 - 15.4.1.3 Obtained in connection with a promotional examination.
- 15.4.2 Information of a derogatory nature, except material mentioned in the first paragraph of this section, shall not be entered or filed unless the teacher is given notice and an opportunity to review and comment thereon. A teacher

shall have the right to attach a rebuttal to any derogatory statements. A review shall take place at a mutually agreed time.

15.4.3 The person who drafts and/or places evaluation material in a teacher's personnel file shall sign the material and signify the date on which the material was drafted and placed in the file.

15.4.4 An Association representative shall give a one (1) day's notice and be afforded an appointment with the Superintendent or designee to examine and/or obtain copies of materials in a teacher's personnel file, provided written authorization is given by said teacher. This activity shall be conducted at a mutually agreed upon time.

ARTICLE XVI

TEACHING HOURS/ADJUNCT DUTIES

16.1 Length of Work Day

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- 16.1.1 All unit members shall work a (7) hour (35) minute work day. The starting and ending times will be determined by the District with input from site administrators and staff. Unit members shall receive either an uninterrupted 40-minute duty-free lunch period or an uninterrupted 30-minute duty-free lunch period and a 10 minute duty-free snack period.
- 16.1.2 These times will remain in effect so long as the district maintains an afternoon staff development schedule. On the day when unit members are required to return for the evening of Back to School Night and Open House, a minimum day will be scheduled by the Calendar Committee. On those days where activities in the District might require additional preparation time and/or after-hours involvement from staff, minimum days may be recommended by the Calendar Committee based on staff input. On those instructional days so scheduled, the staff(s) affected shall be permitted to leave school at the end of the student instructional day.
- 16.1.3 Unit members shall not be required to remain later than 8:30 PM for non-paid evening events and shall not be required to work on weekends.
- 16.2 Workload and Adjunct Duties
- 16.2.1 Secondary school unit members shall have no more than 25 teaching periods per week and no more than the number of instructional minutes established for the District under Education Code Section 46200.
- 16.2.2 Elementary school unit members shall have no more than the number of instructional minutes established for the District under Education Code Section 46200.
- 16.2.3 No unit member shall be required to be on duty more than two hours without TTbeing provided a relief break of at least 10 minutes.

- 16.2.4 Teachers are expected to fulfill professional obligations such as parent conferences, student-related meetings, faculty meetings, and adjunct duties. A concerted effort will be made to schedule parent conferences and student-related meetings, such as IEPs and SSTs, during the contracted work day; however, teachers are expected to meet with parents within reason even if the meetings are scheduled immediately after school and extend beyond the contracted work day. For the 2020-21 and 2021-22 school years, administration will schedule up to 4 events for fall sport season and winter sport season if schedule is available. Teachers will have a two-week span to voluntary sign up for fall sports events. Teachers who fail to sign up may be assigned up to four fall sport events. In the event this obligation is not fulfilled; the teacher may be assigned for winter sport events. Should a teacher complete four events, and no additional volunteers for student activities beyond the contractual day become available, administration may open up the remaining sport duties for classified and certificated at a rate of twenty dollars (\$20) per hour, unless an activity is otherwise specified in this contract. Administration will make every effort to obtain volunteers for these activities and volunteers for these additional assigned duties will be given priority consideration.

16.3 Preparation Time

- 16.3.1 Secondary school unit members who teach two or more classes per school day shall be assigned a daily preparation period within the school day.
- 16.3.2 The total preparation time during a five school day work week for elementary school teachers shall be a minimum of 225 minutes which shall be scheduled with the school principal. Preparation time shall be prorated for shortened work weeks.
- 16.3.3 Unit members shall not be required to substitute during their preparation period.
- 16.3.4 If a unit member volunteers to substitute during the preparation period, he/she shall be paid at the substitute rate or compensatory time.

- 16.3.5 Unit members who travel from one school to another on a regular basis shall have rights to a planning/preparation period, lunch period, and physical relief breaks as do other unit members.
- 16.3.6 If an elementary teacher is hired to tutor during their preparation period, they will be paid at the daily substitute hourly rate or compensatory time.
- 16.4 Participation on Committees
- 16.4.1 Every attempt will be made to select unit members to participate on district and school committees on a voluntary basis.
- 16.4.2 Unit members who are appointed to participate on committees shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment. After the 4 events provided in Section 16.2.4 are exhausted, committee meetings held outside the workday shall result in compensatory time being provided to participants.
- 16.5 Staff Development Committee (SDC)
- 16.5.1 A Staff Development Committee shall consider, prioritize and develop an inservice education program to assist in the implementation of educational programs in the District. Members serving on the SDC shall be mutually appointed by the Association and administration. Half of the members of the SDC shall be unit members. Release time during the regular workday shall be provided at no loss of pay or benefits. When SDC meetings are held outside the regular workday, unit members serving on the SDC shall be paid at the rate of \$35.00 per hour.
- 16.5.1.1 Inservice programs shall be collaboratively developed through the SDC.

- 16.5.1.2 Inservice education meetings for unit members shall occur during the normal work day. Inservices held at times other than the normal work day shall be on a voluntary basis.

16.6 Individual Education Programs (IEP's)

- 16.6.1 Unit members who participate in the formulation of Individualized Educational Programs shall be granted release time from their regular duties to perform tasks related to formulating IEP's if necessary.

16.7 Work Year

- 16.7.1 High school and elementary unit members shall provide 180 workdays plus three work days for classroom preparation and orientation. These 183 days will be defined as the length of the school year. Additional work days that are not paid for on a per diem basis will be referred to as "Bonus Days" and will not be used in any prorating calculations.

- 16.7.2 The school calendar shall be established after consultation with TTA representatives and the Superintendent.

- 16.7.3 On the last teacher work day, once the teacher has been cleared by their site administrator, that teacher's professional work hours have concluded if they are planning on attending the High School Graduation.

16.8 Extra-Curricular Assignments (Paid)

16.8.1 Salary

- 16.8.1.1 Certificated-Determined by District/TTA contract.

16.8.2 Open Positions

- 16.8.2.1 A position is open if a coach or extra duty assignee resigns from that position or is removed from it.

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16.8.2.2 The District will post the open position as soon as possible after the position becomes open, but no later than the last day of school.

16.8.3 Selection of Coaches or Extra Duty Assignees for Open Positions:

16.8.3.1 Coaches or extra duty assignees will be selected by the administration, the athletic director, and if appropriate, the head coach of the sport.

16.8.3.2 In the selection process, in accordance with the 1997 California Supreme Court decision 59 Cal. Rptr. 2d671, qualified certificated personnel will be selected over classified and walk-on-personnel.

16.8.4 Any additional extra duty positions will have factors negotiated by the District and the Association before they are posted.

16.9 Certificated Extra-Curricular Salary Schedule

16.9.1 Each unit of \$750.00 (Appendix C) will be awarded as per each category with a range of one-half (1/2) to six (6) units. The designated units are agreed upon as listed in Appendix C.

16.9.2 In the event of cancellation of a team to which a coach has been assigned, the compensation shall be prorated.

16.10 Additional certificated duties, outside the regular work day, shall be offered to and accepted or declined by the respective TTA bargaining unit members.

16.10.1 TTA bargaining unit members recognize that duties are voluntary, and reserve the right to accept or decline said duties.

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- 16.10.2 Duties shall be assigned by the superintendent or designee and shall be specifically approved in writing, in advance and identified as a paid additional certificated duty.
- 16.10.3 Contingent upon individual(s) acceptance of offer, the duty will then be assigned to the selected TTA bargaining unit member(s) in a fair and equitable manner.
- 16.10.4 These duties shall be related to teaching, research, or district operations. Examples of these duties are curriculum writing, grant writing, before or after-school tutoring. If there is a question as to whether a duty falls into this article, the superintendent or designee will meet with the TTA bargaining unit member and TTA leadership designee to mutually find an appropriate classification.
- 16.10.5 Once the aforementioned (reference in 16.10) is mutually agreed upon the assignment shall be paid at an hourly rate of \$45.

ARTICLE XVII
SAFETY

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- 17.1 The District shall make a reasonable effort to provide a place of employment which is as safe as the nature of employment and assigned duties reasonably permit. A unit member shall not be required to perform duties under conditions which endanger his/her health or safety.
- 17.2 Any employee shall report in writing to his/her immediate supervisor any unsafe, hazardous, or potentially dangerous working conditions. Such a report, signed and dated, shall release the unit member from responsibility for unsafe condition.
- 17.3 The District shall investigate all unsafe conditions reported under the provisions of Paragraph 17.2 and shall take necessary steps to correct the condition.
- 17.4 Any employee has the right to file a report with CAL-OSHA regarding alleged violation of CAL-OSHA rules and regulations.
- 17.5 An employee shall immediately report any assaults or threat of assaults in connection with his employment to the Principal or immediate supervisor.
- 17.5.1 Unless excluded by the Education Code, any employee may exercise the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which, in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils.
- 17.5.2 When the continued presence of a pupil in a class represents a physical danger to a teacher, the teacher may institute suspension procedures for that day and the day following as prescribed in California Education Code 48910 and may request the Principal to institute suspension procedures in accordance with District policy.

ARTICLE XVIII

LEAVES

18.1 General Provisions

18.1.1 The District must maintain an accounting of accrued sick leave. Each unit member will be notified of his/her sick leave accrued by the first of November of each school year.

18.1.2 Any unit member returning from an extended leave (Maternity, Military, Peace Corps, Sabbatical, etc.) shall be reinstated to the position held prior to the leave provided that conditions have not arisen which would have changed such unit member's location and type of work had he or she remained in active service.

18.1.3 Basically, leaves fall into categories: "Leaves With Pay" and "Leaves Without Pay." Of the "Leave With Pay," only three (personal necessity, pregnancy/maternity sick leave, and sick leave) may be deducted from sick leave time accumulated by the unit member.

18.2 Leaves of Absences Without Pay

The Board may approve a leave of absence without pay. The unit member must notify the District no later than 45 days prior to the expiration of the leave of his or her intent to return or resign. Upon request, the Board may extend a leave.

Leaves of absence may be approved for:

18.2.1 Professional Growth

18.2.1.1 Leave of absence without pay for tenured unit members may be granted by the Governing Board upon the recommendation of the Superintendent for a period not to exceed one school year. This type leave may be granted for travel, advanced training in the field of education, and other purposes of professional growth of the unit member.

18.2.2 Military Leave

18.2.2.1 Military leave shall be granted as stated in Education Code Sections 44800 and in Military and Veterans Code Section 395. When returning from extended military leave, assignment preference shall be given to the returning unit member over incoming new employees when possible.

18.2.3 Child Rearing Leave

18.2.3.1 Leave without pay shall be granted to a unit member upon his/her written request for the purpose of rearing his/her child or adopted child. Such leave will be for not more than 12 calendar months. A unit member shall notify the Superintendent that he/she intends to take such leave at least four weeks prior to the anticipated date on which the leave is to commence or as early as possible pending unforeseen emergencies and/or adoption.

18.3 Leave With Pay

18.3.1 General Requirements

18.3.1.1 Unless otherwise provided in the Article, a unit member on a paid leave of absence shall be entitled to:

- A. Be reinstated, unless he/she otherwise agrees, in the position held by such unit member at the time leave was granted provided that conditions have not arisen which would have changed such unit member's location and type work had he/she remained in active service.
- B. Receive such automatic increases in pay as would have been received had he/she remained in active

service. In addition, the leave of absence shall not be considered a break in the continuity of service.

- C. Retirement shall be credited as determined by STRS.
- D. Receive during his/her leave all other unit member fringe benefits, to the extent not expressly prohibited by law. Upon request by the unit member, the Board may extend a leave.

18.3.2 Sick Leave

18.3.2.1 Every full-time unit member on an annual contract basis shall be entitled to accrue annually 10 days paid leave of absence to be used when necessary for reasons of personal illness, injury, or conditions related to pregnancy. Sick Leave shall be cumulative from year to year with no limit.

Sick leave accumulated in other California school districts shall be transferable as provided in Education Code Section 44979.

18.3.2.2 Any unit member absent on account of illness or injury shall file with the payroll department of the business office a signed Absence Form. The supervisor may require the District be provided with written verification by a physician at no cost to the unit member in cases where the absence is in duration of up to four working days. If the absence has been occasioned by an illness of five or more working days, major surgery, or conditions related to pregnancy, a doctor's release certifying the unit member's capability of resuming all regular activity of the assignment and date of return may be required as a condition for return to work. The District, at its option, may require an additional medical opinion from a doctor designated by it, at its expense.

18.3.2.3 As provided in Education Code Section 44977, a unit member who is absent from work because of illness or accident for a number of days that exceed all applicable, full compensation, earned sick leave, and if the absence for the illness or accident extends to as much as five school months not to exceed 100 days or less beyond the expiration of earned sick leave for such days in that period of absence not covered by accrued sick leave, will receive as compensation that salary normally due, reduced by the salary being paid or which would have been paid to the substitute filling the unit member's position (calculated with equivalent daily rates for each). The five-month period commences on the day following expiration of the unit member's accumulated sick leave.

18.3.3 Maternity Sick Leave

18.3.3.1 The District shall provide for a leave of absence from duty for the unit member who is required to be absent from duties when disabled by the condition of complications arising from pregnancy, miscarriage, childbirth, and recovery therefrom. When the disabling condition is such that the unit member is physically prevented from performing her duties, the length of leave of 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's physician.

18.3.4 Bereavement

18.3.4.1 Any unit member shall be allowed a leave of absence with pay not to exceed three days or five days if out-of-state travel is required in each case when such absence of said unit member is occasioned by reason of death in the extended family. Leave for

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other situations or circumstances may be granted by the Superintendent or his/her designee. An additional two days paid bereavement may be authorized by the Superintendent for unusual circumstances.

18.3.5 Subpoena and Jury Leave

18.3.5.1 If called as a witness, under subpoena in a court action not involving any of the parties hereto or in which the unit member is a party, a unit member will be granted additional paid leave of absence sufficient to appear in response to the subpoena. A unit member called for jury duty shall receive paid leave of absence for the days he/she is required to serve. A unit member called to court as above but released for part of a day, shall report immediately to his/her supervisor and provide service for the remainder of the work day. Pay for such service shall be transferred to the Trona Joint Unified School District.

18.3.6 Personal Necessity Leave

18.3.6.1 As provided in Education Code Section 44981, during any school year a unit member may use accumulated sick leave for instances of personal necessity not to exceed seven days. Personal necessity is defined as events which require the personal attention of the unit member, are involuntary as to the specified time, or are wholly unforeseeable so that planning to handle the matter outside of the unit member's regular work schedule is not possible.

18.3.6.2 Request for personal necessity leave shall be made at least two days in advance, unless an unforeseen circumstance requires immediate attention to which the employee will notify the district at that time.

18.3.6.3 Additional personal necessity leaves may be granted at the discretion of the Superintendent. Permission shall not be unreasonably withheld.

18.3.7 Personal Business Leave

18.3.7.1 Two days per year leave for personal business reasons with pay shall be granted to each unit employee without deduction from accumulated sick leave. Such leave shall not be cumulative from one year to the next. Appropriate prior notice must be given to the District.

18.3.8 Industrial Accident Leave

Industrial accident leave shall be provided for illness or accident in according to state law.

18.3.9 Sabbatical Leaves

18.3.9.1 The Board may grant a leave for approved study or travel for periods of one-half school year or no more than one full school year.

The sabbatical leave shall be subject to the following:

All requests shall be submitted in writing to the Superintendent and shall include a full statement of the purpose and plans for such leave by February 1 prior to the leave. Any permanent unit member who has rendered at least seven consecutive years of service to the District shall be eligible to apply for sabbatical leave.

18.3.9.2 When a request is made for sabbatical leave, the unit member shall present for the approval of the Governing Board an itinerary showing the countries to be visited,

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together with a statement of the manner in which such proposed travel will result in benefit to the schools and pupils of the District. This activity shall constitute the approximate equivalent of a full-time study program.

18.3.9.3 Each unit member who has been granted sabbatical leave shall present a report to the Superintendent.

18.3.9.4 Interruption of the program of study or travel caused by serious accident or illness, evidence of which is satisfactory to the Superintendent, shall not prejudice a unit member as regards the fulfillment of the conditions regarding study or travel on which such leave was granted, nor affect the amount of compensation to be paid such unit member under the terms of such sabbatical leave.

18.3.9.5 A unit member while on sabbatical leave will receive fifty percent (50%) salary which he/she would have received had he/she remained in active service.

18.3.9.6 The compensation shall be paid the unit member while on the leave in the same manner as if the unit member were teaching in the District. Upon the furnishing by the unit member of a suitable bond indemnifying the Governing Board of the District against loss in the event that the unit member fails to render at least two years' service in the employ of the Governing Board following the return of the unit member from the leave of absence, the bond shall be exonerated in the event the failure of the employee to return and render two years' service as a member.

18.4 Catastrophic Leave Bank

District 

Trona Joint Unified Certificated Agreement – 2020-2022

- 18.4.1 The catastrophic Leave Bank is a bank of sick days formed by contributions of sick leave days made by donations of employees of the T.J.U.S.D., and any matching days unit contributed by the district. Its purpose is to provide catastrophic sick leave to employees in need.
- 18.4.2 All employees of the Trona Joint Unified School District are eligible to contribute to the Catastrophic sick leave bank.
- 18.4.3 Participation is voluntary, but requires annual contribution to the bank. Only contributors will be permitted to withdraw from the bank.
- 18.4.4 Employees must make their contributions by September 30 to become eligible to withdraw from the bank.
- 18.4.5 Employees returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new employees and those employees returning from leave.
- 18.4.6 The annual rate of contribution by each participating member for each school year shall be one (1) day of sick leave, a personal business day, or comp time equivalent to one day of work. The District will make a matching donation in the first year of the program, and will have the option of making donations in succeeding years.
- 18.4.7 For the purposes of this section, a "day" shall be any day an employee is expected to be on duty as determined by the terms of this agreement.
- 18.4.8 An additional day of contribution will be required of participants if the number of days in the Bank falls below 90. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank. If

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a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, he/she need not contribute the additional day that year to remain a participant in the Catastrophic Leave Bank.

- 18.4.9 If the number of days in the Bank at the beginning of a school year exceeds 180, no contribution shall be required of returning employees. Those employees joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one day to the Bank.
- 18.4.10 Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates an employee or a member of the employee's family for over ten (10) consecutive days which requires the employee to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates an employee or member of the employee's family within 12 months, it shall be deemed catastrophic after five-(5) consecutive days. Thus, an employee who used the Bank, after exhaustion of sick leave, for 25 days to care for his/her spouse who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the bank after five (5) consecutive days off work.
- 18.4.11 Employees must use all accumulated sick leave available to them before being eligible for a withdrawal from the bank.
- 18.4.12 If an employee is incapacitated, a family member or agent may submit to the employee's immediate supervisor a request for a withdrawal or extension of withdrawals. This request will be forwarded to the Catastrophic Leave Bank Committee.
- 18.4.13 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than ten (10) days. Employees may submit requests for extensions

Trona Joint Unified Certificated Agreement – 2020-2022

of withdrawals as their prior grants expire. An employee's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.

- 18.4.14 Employees applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
- 18.4.15 If an employee has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the employee's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the employee's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report.
- 18.4.16 Leave from the Bank may not be used for illness or disability which qualifies the employee for outside compensation.
- 18.4.17 The Catastrophic Sick Leave Bank shall be administered by a joint committee comprised of a representative from each of the administrative classified and certificated staffs. In addition to the above three (3), the district employee having responsibility for maintaining records of sick leave will be a permanent non-voting member of the committee.
- 18.4.18 The Catastrophic Leave Bank committee is responsible for maintaining records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying requests, and

Trona Joint Unified Certificated Agreement – 2020-2022

communicating its decisions, in writing, to the employee participants and to the District.

- 18.4.19 By November 1st and May 1st of each school year, the District will provide to the TTA President an accounting of the names/number of employees donating days, name/number of employees using days, and running total of days in the bank for the current school year.

ARTICLE XIX
HEALTH AND WELFARE

Trona Joint Unified Certificated Agreement – 2020-2022

19.1 General Provisions

The District agrees to provide unit members and their eligible dependents with the following fringe benefits which shall be implemented as soon as possible and shall remain in effect through June 30, 2022:

- 19.1.1 Major medical and basic health insurance based on the specifications of the Anthem Blue Cross Prudent Buyer Plans.
- 19.1.2 Delta Dental Incentive to \$1500.00 including orthodontia for adults and children, 80% to \$1500.00.
- 19.1.3 Vision insurance based on the specifications of the Vision Service Plan C, \$15.00 co-pay. Given proof of services provided, the vision deductible shall be reimbursed to the unit member by the District.
- 19.1.4 Life insurance based on the specifications of the District plan, Thomas E. Mestmaker Insurance & Associates, Inc.
- 19.1.5 Prescription insurance provided through Navitus Health Solutions.
- 19.1.6 Psychology Systems Coverage for N&M.
- 19.1.7 Effective July 1, 2020 the District shall pay the full cost of group health insurance premiums for eligible full-time unit members and eligible dependents enrolled in the least expensive of the group health plans. Unit members enrolled in a more expensive group health plan shall have the difference in the cost of premiums between the least expensive health plan and the health plan they have selected deducted from their payroll warrant. The District shall provide an opportunity for pre-tax contributions with a Section 125 plan.



Trona Joint Unified Certificated Agreement – 2020-2022

19.1.7.1 For the 2020-2021 and 2021-2022 school years only, the maximum District contribution shall temporarily increase to cover the cost of the least expensive health plan.

19.2 Other Provisions

19.2.1 Part-time unit members whose assignment is half time or greater at the work site shall receive a prorated contribution toward the fringe benefit package specified above.

19.2.2 A full year of service to the District shall entitle a unit member to a full-year's benefits. Employees who decline to be covered are not eligible for in-lieu benefits.

19.2.3 Nothing precludes the bargaining unit from bringing in other plan designs during the life of the contract agreement, providing it does not exceed the contribution made by the District.

19.3 Retiring Unit Members

19.3.1 A unit member covered by this Agreement who retires under the provisions of STRS from the District after completing 10 or more years of service to the District at the time of retirement shall receive the same benefits (on a single, two-party or composite rated as appropriate), that full-time unit members receive under Article XIX (Health, Vision, and Dental) for ten years or until the Unit member qualifies for Medicare. The District's contribution shall remain the same as the contribution made during the year prior to the unit member's retirement. Effective July 1, 2020, that amount shall total the amount equal to the least expensive health plan premium paid by the District. Should the premiums exceed the least expensive health plan premium paid by the District during the last year of service to the unit member's retirement, the excess amount shall be the responsibility of the retiree.

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Those employees who are eligible for Medicare shall be provided with a Medicare Supplemental Plan for the number of years that the ten year coverage provision would have cost the District had the Unit member received whichever comes first. Any unit member covered by this agreement, hired after January 1, 2007, shall not qualify for the district retirement health benefits delineated in Article XIX of this Agreement.

- 19.3.2** A unit member employed after September 16, 1997, must complete 20 years of service to the District at the time of STRS retirement to receive the same benefits (on a single, two-party or composite rate as appropriate), full-time unit members receive under Article XIX (Health, Vision, and Dental) for five years, or until the unit members qualifies for Medicare.

Those employees who are eligible for Medicare shall be provided with a Medicare Supplemental Plan for the number of years that the five year coverage provision would have cost the District had the Unit member received the full ten years of District paid benefits, or until the death of the Unit member, whichever comes first.

- 19.3.3** Any unit member covered by this agreement, hired after January 1, 2007, shall not qualify for the district retirement health benefits delineated in Article XIX of this Agreement.

- 19.3.4** Provided the District can demonstrate to the county/state that this retirement is an offer of a no cost item, the District shall provide unit members with the single highest year salary option for retirement purposes. This is not to be interpreted as the Golden handshake. The highest single year calculation must include the employment of the new teacher prior to the calculations.

ARTICLE XX COMPENSATION

District 

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20.1 Effective July 1, 2020, no increase shall be applied to the certificated bargaining unit based on the 2018-2019 and the 2019-2020 base salary schedule.

20.1.1 Effective July 1, 2020, the additional 15% salary increase will be included on the certificated base salary schedule and will become the 2020-21 and 2021-22 new base salary schedule. A new step, 30 will be added to this new salary schedule, thus eliminating the \$2,000 annual longevity entitlement for employees years 30 and above.

20.1.2 The district will provide a signing incentive bonus of \$1500, and moving bonus of \$1500 for eligible employees and will be available only during the 2020-2021 and 2021-2022 school year.

20.1.3 Using the 2017-2018 salary schedule as a point of reference, the following steps are being added 13,14,15-17,18,19, 20-22,23-25, 26, 27 and 28.

20.1.4 In the event that royalties fall below 2.7 million, negotiations will immediately re-open.

20.2 Unused Leave

20.2.1 Unused Sick Leave. Unit members who do not use all of their 10 allotted sick leave days earned during the year will receive, at the conclusion of the school year in August, \$50.00 per unused day, to a maximum of \$500.00 (10 x \$50 = \$500).

20.2.2 Unused Personal Business Days. Unit members who do not use both of their 2 allotted personal business days earned during the year will receive, at the conclusion of the school year in August, \$100.00 per unused day, to a maximum of \$200.00 (2 x \$100 = \$200).

20.3 The base salary schedule effective July 1, 2016 (APPENDIX A, without Staff Development) will remain in effect until a new salary is agreed upon. The newly agreed upon salary amount will be retroactive to July 1 of that year.

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Trona Joint Unified Certificated Agreement – 2020-2022

- 20.4 Unit Members covered by the certificated salary schedule shall be placed in the appropriate column and step according to years of service and educational preparation.

References to "units" for salary placement refer to semester units. Quarter units are valued at two-thirds ($2/3$) of semester units. Courses that count toward advancement in placement in columns must be graduate level courses. Undergraduate courses may be approved for advancement in columns if they relate directly to the teaching assignment and receive administrative approval prior to the enrollment in the class from the Superintendent or designee.

Verification for advancement from one column to the next must be validated by official transcript or official grade report from an accredited college or university. Validation of units (credits) for the advancement to the next column must be presented to the District Office by September 1 of the school year in which the advancement is to apply.

Advancement on the salary schedule by column and by step will be made at the beginning of each school year. However, if sufficient units (credits) are completed during the first half of the year to advance a Unit Member to the next column, it may be done, effectively the second half of the year, provided official validation of the units (credits) are presented to the District Office by January 20. If college or university procedures prohibit the meeting of the deadlines mentioned above, and provided the course work is finished, a letter of verification from the professor of the course will be accepted until such course work is validated by the college or university, at which time official transcripts must be provided.

ARTICLE XXI

CLASS SIZE

- 21.1 The District shall make a reasonable effort to provide for a regular classroom enrollment of no more than thirty students at both the elementary and secondary level. This provision does not apply to music, physical education, and other programs with large group activities. Special Education classes shall not exceed the maximum allowed in accordance with the Education Code.

In the event that enrollments provide for excess numbers of students, the affected employees shall meet with their principal to discuss possible solutions which may include the following:

1. Combination classes
2. Employment of additional teachers

The District will maintain an average classroom enrollment of no more than 26 students in grades K-3.

ARTICLE XXII
CONSULTATION

22.1 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and actions or changes in Board Policies and Procedures which affect employees covered by the terms of this Agreement.

22.1.1 The District shall give written notice to the Association that action on any matter of consultation, as defined herein, is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.

22.1.2 The Association may exercise its right to consult on proposed Board action(s) by requesting consultation on the subject(s).

22.1.3 Should the Association exercise its right to consult, within five days the parties shall meet to exchange information, options, proposals, and recommendations freely and to make a good faith effort to reach a resolution on the matter(s) under consideration.

ARTICLE XXIII
CITIZEN'S COMPLAINT PROCEDURE

- 23.1 No public charge against a unit member shall be made in any open, public session of any meeting of the school district.
- 23.2 Unless otherwise superseded by law, no public charge against a unit member shall be considered unless it is submitted in writing in a formal complaint. Any formal complaint in writing made to an administrator or the Board of Trustees about a member of this unit shall be reported as soon as possible to the unit member by the District. The Superintendent or his/her designee shall determine if an investigation of the complaint is warranted. Should the Superintendent or his/her designee decide an investigation is not warranted, then the complaint shall be judged "unsubstantiated" and reported as such to the unit member within three working days. If the Superintendent or his/her designee decide an investigation is warranted, the unit member shall be notified within two working days and shall be entitled to offer evidence in his own defense and question the complainant or any witness. He/she may also be accompanied by another person of his/her choice at any meeting he/she attends during the investigation. The Superintendent or his/her designee shall certify whether or not the complaint is substantiated by attaching a statement to that effect to the formal complaint. No copy of the complaint shall be placed in the unit member's personnel file unless the complaint is substantiated and the unit member is notified of the same and given an opportunity to attach a written statement thereto. No investigation shall take longer than 20 working days.
- 23.3 No unsubstantiated complaint shall be used in the evaluation of a unit member.
- 23.4 No disciplinary action may be taken as a result of a formal complaint without action as defined by Article 25.2.

ARTICLE XXIV

PERSONAL AND ACADEMIC FREEDOM

- 24.1 The private life of a unit member is not within the appropriate concern or attention of the Board.
- 24.2 Unit members shall be entitled to full rights of citizenship and neither religious nor political activities of any unit member, nor lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such unit members provided said activities are not violative of the law or violative of the provisions of this Agreement.
- 24.3 Unit members shall have academic freedom insofar as that academic freedom is judiciously exercised and insofar as appropriate measures are taken to present differing points of view of controversial issues.

ARTICLE XXV
DISCIPLINE PROCEDURE

- 25.1 This Article is entered into pursuant to Section 3543.2(b) of the Government Code.
- 25.2 An employee in the bargaining unit may be disciplined by the District for just cause. The term "discipline" shall mean suspension without pay or reduction in daily salary, and/or loss of extra compensation for extra-duty assignments for a period not to exceed fifteen (15) work days. A verbal and/or written reprimand will normally precede the discipline. The term "discipline" specifically does not include adverse or negative evaluations, warnings, written or oral reprimands, directives and the implementation of other Articles in the Agreement such as the denial of any leave.
- 25.3 The District shall notify the Association or designated representative within three (3) days after notification to the bargaining unit member of any proposed disciplinary action to be taken unless the unit member specifically requests in writing that such notification not be sent.
- 25.4 Prior to the taking of discipline, the Superintendent or designee shall give written notice to the employee. This written notice of proposed action is final. The statement shall indicate that the proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice is served. The statement also shall indicate that no full evidentiary hearing shall take place unless a written demand for such a hearing is delivered to the Superintendent within ten (10) calendar days after the date the written notice of proposed disciplinary action was received. The contents of the written notice shall include at least the following:
- A. A statement identifying the District.

District 

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- B. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.
- C. The specific disciplinary action proposed and effective dates(s).
- D. The cause(s) or reason(s) for the specific disciplinary action proposed.

ARTICLE XXVI
DISTRICT RIGHTS

- 26.1 It is agreed that the District retains all of its power of direction, management and control to the full extent of the law. Included in these powers are the exclusive rights to: (a) determine its organization; (b) direct the work of its employees; (c) determine the hours of District operation; (d) determine the kinds and hours of District operation; (e) establish its educational policies, goals and objectives; (f) insure the rights and educational opportunities of students; (g) determine staffing patterns; (h) determine the kinds and number of personnel required; (i) maintain the efficiency of District operations; (j) determine District curriculum; (k) design, build, move or modify facilities; (l) establish budget procedures and determine budgetary allocations; (m) determine the methods of raising revenue; (n) contract out work; and (o) take action as required in the event of an emergency, including the right to temporarily suspend provisions of this Agreement for the duration of the emergency. This recital in no way limits other District powers as granted by law. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection thereof shall be limited only to the terms of this Agreement and the law.

ARTICLE XXVII
EFFECTS OF AGREEMENT

- 27.1 The District and the Association mutually agree that the terms and conditions set forth in the provisions of this Agreement and Memoranda of Understanding represents the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- 27.2 The District and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing the same stated in this Agreement. The District has the right to act on any matter during the term of this Agreement as long as the action is not in violation of this Agreement.
- 27.3 The District and Association hereby waive all rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement. This waiver by the Association shall include any action by the District not in violation of this Agreement or any effects or impact of such action.

ARTICLE XXVIII
SUMMER SCHOOL

28.1 Employment and Assignment of Summer School Personnel

28.1.1 Summer school positions shall be announced prior to May 1 of each school year. Summer school notices and applications shall be made available to all certificated personnel prior to May 1 of each school year.

28.1.2 Written notice of initial summer school assignments shall be provided no later than a week before the school year ends.- No payment shall be made unless class is initiated.

28.1.3 Preference shall be given to current bargaining unit members.

28.1.4 Assignments shall be made from those unit members who file applications with the Superintendent.

28.1.5 Unit members shall be expected to complete their assignments unless, due to decrease enrollment, their classes are discontinued. The unit member shall be paid only for days of service required.

28.1.6 The selection of summer school teachers shall be based upon the recommendation of the summer school principal to the Superintendent. The summer school principal shall consider the following criteria in making his/her recommendation:

- A. The unit member's areas of competence and his/her credentials.
- B. Major and minor fields of study.
- C. Quality of teaching performance.
- D. Balance between those unit members who have most recently taught in the summer school program and those who have not.

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- E. When all other factors are substantially equal, preference will be given to unit members who have taught the grade/subject in question on a regular basis during the preceding school year.

28.1.7 Summer school teachers shall be paid \$45.00 per hour.

28.1.8 Unit members who serve a complete summer school assignment of 120 hours shall be credited with one (1) day of accumulated sick leave.

ARTICLE XXIX

JOB SHARE

- 29.1 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment.
- 29.2 Two unit members may share an assignment for a minimum of one (1) year. Job applications for job sharing for the following year shall be filed no later than March 1. At least one member of the TTA negotiating team will participate in the formulation of the description of the assignment.
- 29.3 The prep time of job sharing teachers shall be prorated on the number of hours of the teaching assignment.
- 29.4 Wages and benefits will be prorated on the number of hours of the teaching assignment plus prep time.
- 29.5 If the job-sharing teacher is working for half the year, he/she will be expected to attend all faculty meetings, professional growth days, in-service days, parent conferences, and perform the extra duties appropriate to the assignment. If the job sharing teacher works for part of the day, he/she will be expected to attend the faculty meetings, professional growth days, and parent conferences appropriate to the assignment. Extra duties may be assigned, but shall be prorated on the hours determined in this Agreement, as mentioned in 29.4.
- 29.6 Each job sharing unit member shall receive one year of service credit for each year of the job sharing position.
- 29.7 Upon request of the two members, a job-sharing assignment may be renewed provided the two unit members notify the District prior to March 1. In the event the two unit members fail

to notify the District, or the district does not approve continuance of the assignment, the unit members shall be returned to regular assignments.

29.8 When a unit member returns to a full-time assignment after job sharing, the unit member will return to his/her original school and track.

29.9 Retired Instructors

29.9.1 At least one member of the TTA negotiating team may participate in the formulation of the description of the assignment.

29.9.2 The retired instructor will not be assigned prep time.

29.9.3 The District will make every effort to provide the maximum salary allowed by the STRS. The retired instructor's health, vision and dental benefits are those referred to in Article 19.3.1.

29.9.4 The retired instructor may be expected to attend appropriate faculty meetings, professional growth days, in-service days, or perform extra duties.

29.9.5 The retired instructor will not receive any service credit for service rendered.

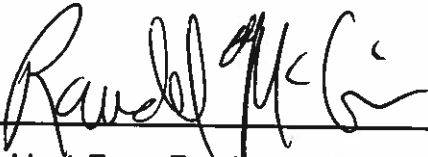
29.9.6 At the end of the assignment agreed upon as per 29.9.1, the District and retired instructor may agree to extend the length of service.

29.9.7 If a retired instructor should return to a full-time assignment, he/she will resume his/her last column and step on the salary schedule. He/she will assume a new hire date, and may be assigned to a different school or track.

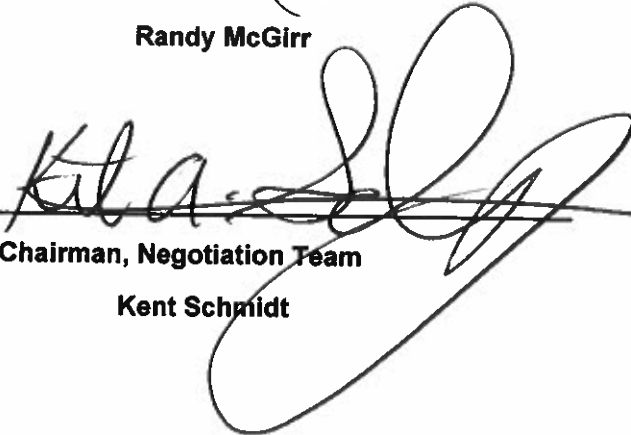
ARTICLE XXX
EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to run July 1, 2020 through June 30, 2022, or until a successor agreement is reached.

**TRONA TEACHERS' ASSOCIATION
DISTRICT**



President, Trona Teachers' Association
Randy McGirr



Chairman, Negotiation Team
Kent Schmidt

TRONA JOINT UNIFIED SCHOOL

President, Board of Trustees
Priscilla Benadom



District Superintendent
Suzette Davis

APPENDIX C

**Trona Joint Unified School District
EXTRA-CURRICULAR SALARY**

CERTIFICATED RATE: \$750.00 PER UNIT

SIX (6) UNIT LEVEL:

\$4,500

***Activities Director (ASB) 5/3
6 units without class period
4 units with class period
Athletic Director**

FIVE (5) UNIT LEVEL:

\$3,750

**Cross Country Coach
Head Varsity Football Coach
Head Varsity Basketball Coach, Boys
Head Varsity Basketball Coach, Girls
Head Track Coach
Head Varsity Baseball Coach
Head Varsity Softball Coach
Head Varsity Volleyball Coach
Sophomore Concessions
Cheerleader Sponsor**

FOUR (4) UNIT LEVEL:

\$3,000

THREE (3) UNIT LEVEL:

\$2,250

**College and Career Coordinator
Mathletes Sponsor
Yearbook Sponsor
Club Advisor*
7/8 Volleyball Coach – 6 as needed
7/8 Basketball Coach, Girls - 6 as needed
7/8 Basketball Coach, Boys - 6 as needed
Elementary Student Council Advisor**

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11th and 12th grade Advisor*

TWO (2) UNIT LEVEL:

\$1,500

Secondary Science Fair Director
7TH, 8TH, 9TH, 10TH grade Advisor*

ONE (1) UNIT LEVEL

\$750.00

Assistant Varsity Football Coach (up to 2)
Assistant Track Coach (up to 2)
Sixth Grade Science Camp Coordinator

ONE AND ONE HALF (1/2) Unit LEVEL

\$1,125

ONE-HALF (1/2) UNIT LEVEL:

*Clubs/time requirement will be determined by site administrator and number of students.
Float building has been added as an additional responsibility to all clubs.

District 

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Appendix A

Certificated Salary Schedule

Without Staff Development

STEP	CLASS I BA	CLASS II BA+20	CLASS III MA or BA+40	CLASS IV MA+15 or BA+60	CLASS V MA+30 or BA+80
1-2	\$ 53,873	\$ 55,761	\$ 57,853	\$ 60,022	\$ 62,273
3	\$ 55,761	\$ 57,853	\$ 60,022	\$ 62,273	\$ 64,608
4-5	\$ 57,853	\$ 60,022	\$ 62,273	\$ 64,608	\$ 67,030
6		\$ 62,273	\$ 64,608	\$ 67,030	\$ 69,544
7		\$ 64,608	\$ 67,030	\$ 69,544	\$ 72,152
8			\$ 69,544	\$ 72,152	\$ 74,858
9			\$ 72,152	\$ 74,858	\$ 77,666
10				\$ 77,666	\$ 80,578
11				\$ 80,578	\$ 83,596
12				\$ 83,596	\$ 86,733
13-14					\$ 89,988
15-17					\$ 91,787
18-19			\$ 74,858	\$ 86,733	\$ 95,459
20-22					\$ 97,368
23-25				\$ 89,986	\$ 101,263
26-27					\$ 103,288
28-29					\$ 105,354
30*	\$ 59,853	\$ 66,608	\$ 76,858	\$ 91,986	\$ 107,354

*: Annual Longevity pay of \$2,000 per year included in salary

Staff Development daily rate of \$410 not included in salary

8MD



TEACHER EVALUATION FORM APPENDIX B

NAME _____ SCHOOL _____ SCHOOL YEAR _____

ASSIGNMENT _____

1. INSUFFICIENT PERFORMANCE: EMERGING AND EXPLORING		2. NEEDS DEVELOPMENT: APPLYING	3. INTEGRATING	4. INNOVATING
TEACHING STANDARD 1				
ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).				
ELEMENTS	1.1 Use knowledge of students to engage them in learning			1 2 3 4
	1.2 Connect learning to students' prior knowledge, backgrounds life experiences and interests			
	1.3 Connect subject matter to meaningful, real-life contexts			
	1.4 Use a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs			
	1.5 Promote critical thinking through inquiry, problem solving, and reflection			
	1.6 Monitor student learning and adjust instruction while teaching			
SUMMARY (activities and evidence)				
TEACHING STANDARD 2				
CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).				
ELEMENTS	2.1 Promote social development and responsibility within a caring community where each student is treated fairly and respectfully			1 2 3 4
	2.2 Create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students			
	2.3 Establish and maintain learning environments that are physically, intellectually, and emotionally safe			
	2.4 Create a rigorous learning environment with high expectations and appropriate support for all students			
	2.5 Develop, communicate, and maintain high standards for individual and group behavior			
	2.6 Employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn			
	2.7 Use instructional time to optimize learning			

SUMMARY (activities and evidence)

TEACHING STANDARD 3

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).

ELEMENTS

- 3.1 Demonstrate knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Apply knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organize curriculum to facilitate student understanding of the subject matter
- 3.4 Utilize instructional strategies that are appropriate to the subject matter
- 3.5 Use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials to make subject matter accessible to all students
- 3.6 Address the needs of English learners and students with special needs to provide equitable access to the content

SUMMARY (activities and evidence)

TEACHING STANDARD 4

PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS (assessed by one or more of the following: reflection, observation, documentation or conferences).

ELEMENTS

- 4.1 Use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establish and articulate goals for student learning
- 4.3 Develop and sequence long-term and short-term instructional plans to support student learning
- 4.4 Plan instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapt instructional plans and curricular materials to meet the assessed learning needs of all students

SUMMARY (activities and evidence)

TEACHING STANDARD 5

ASSESSING STUDENT LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).

ELEMENTS

- 5.1 Apply knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collect and analyze assessment data from a variety of sources to inform instruction
- 5.3 Review data, both individually and with colleagues, to monitor student learning
- 5.4 Use assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involve all students in self-assessment, goal setting, and monitoring progress
- 5.6 Use available technology to assist in assessment, analysis, and communication of student learning
- 5.7 Use assessment information to share timely and comprehensible feedback with students and their families

SUMMARY (activities and evidence)

Special Education Administrator Input:

1. Insufficient Performance		2. Needs Development	3. Meets Standards of Expectation		
		ADDITIONAL RESPONSIBILITIES	1	2	3
ADJUNCT DUTIES (assessed by the following: reflection, observation, documentation or conferences).					
ELEMENT	Actively participates in the SST process.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Actively participates in the 504 Team Meeting.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fully implements 504 Plans.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Actively participates in the IEP Team Meeting.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fully implements IEPs.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUMMARY (activities and evidence)					

- Teachers receiving the majority of insufficient performance ratings in any two (2) Standards 1-6 shall be rated as insufficient performance.
- * Insufficient performance rating in this element: requires an improvement plan constructed with a administrator and the teacher.

Evaluator Comments/Recommendations:

OVERALL EVALUATION: Insufficient Performance ☐ Needs Development ☐ Integrating ☐ Innovating ☐

Evaluator's Signature _____

Date _____

Employee's Signature _____

Date _____

