

Collective Bargaining Agreement

Between

Southside School District

And

Southside Educators Association

July 31, 2023 - June 30, 2025

Table of Contents

Article 1	Agreement	page 2
Article 2	Recognition	page 3
Article 3	Organizational Security	pages 4-5
Article 4	Rights	pages 6-7
Article 5	Professional Rights	pages 8-20
Article 6	Peer Assistance and Review Program	pages 21-28
Article 7	Discipline	pages 29-31
Article 8	Grievance Procedures	pages 32-36
Article 9	Assignment and Reassignment	pages 37-40
Article 10	Hours/Workload/Adjunct Duties	pages 41-43
Article 11	Class Size	page 44
Article 12	Leaves	pages 45-53
Article 13	Safety and Health	pages 54-57
Article 14	Compensation	pages 58-62
Article 15	Technology	page 63
Article 16	Negotiations Procedures	page 64
Article 17	Savings	page 65
Appendix A	Evaluation Forms	pages 66-68
Appendix B	Salary Schedule	page 69
Appendices C-F	Grievance Form Levels 1-4	pages 70-73
Appendix G	Approval of College Units for Salary Advance	page 74
Appendix H	Catastrophic Leave Bank Donation Form	page 75
Appendix I	Catastrophic Leave Bank Request for Withdrawal	page 76

**SEA Certificated Contract
2022-2023**

Article 1 - Agreement

- 1.1 This Agreement is made and entered into by and between the **Board of Education of the Southside Elementary School District**, which together with its administrative staff and representatives shall be referred to in this Agreement as the “District” and the **Southside Educators Association**, CTA/NEA, the certificated employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the “Association.”
- 1.2 This Agreement is entered pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the “EERA” (Educational Employees Relations Act).
- 1.3 This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2025.
- 1.4 Any individual contract between the District and a unit member shall be subject to and consistent with the terms and conditions of this Agreement.

Article 2 - Recognition

- 2.1 The District recognizes the Association as the exclusive representative of all Certificated employees excluding the following: certificated and classified administration, confidential employees, classified employees, private contractors and substitute teachers.

- 2.2 The District and the Association shall meet once in each quarter of the school year. The intent of this meeting is transparency regarding concerns that may arise for either entity of this Agreement. The president and/or vice president of the Association will be given leave time for this meeting.

Article 3 - Organizational Security

3.1 Dues Deduction

- 3.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization on file for the above purposes need not be re-solicited. Membership dues and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.
- 3.1.2 Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 3.1.3 With respect to all sums deducted by the District pursuant to Section 3.1.1 above, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

3.2 Maintenance of Membership

- 3.2.1 The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement.
- 3.2.2 This provision shall not deprive any member of the rights to terminate her or his membership within the 30 day period following expiration of the Agreement.

3.2.3 If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump sum cash payment of dues for the year, the District shall deduct membership dues as provided in Education Code Section 45601 and in the same manner as set forth in Sections 6.1.1 and 6.1.2.

Article 4 - Rights

4.1 District Rights

4.1.1 The exercise of power, rights, duties, and responsibilities, the adoption of policies, rules, and regulations, and the use of judgement and discretion by the District, its Board of Trustees, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California. Further, the District retains all its power and authority to take any matter in the event of an emergency. An emergency is defined as a sudden, unforeseen situation that is caused by factors beyond the control of the District and which requires immediate action to avoid disaster. Any alleged violation of this provision may be grieved directly at the formal Level 1 of the grievance procedure of this agreement.

4.2 Association Rights

The Association shall have the right to:

- 4.2.1 Use school facilities to meet with unit members before and after school hours and during lunch.
- 4.2.2 Be granted reasonable release time and suffer no loss of pay when the District and Association meet for the purpose of negotiations pertaining to the collective bargaining agreement during the unit member's assigned working hours. Any meeting outside normal hours shall be done upon mutual consent.
- 4.2.3 Be granted the equivalent of one work day to the bargaining team in order to jointly proofread the collective bargaining agreement before print and distribution.
- 4.2.4 Distribute Association materials through the District mailboxes and use bulletin board space in a designated area for the purpose of posting notices, and bulletins regarding the official business and activities of the Association and its affiliates.
- 4.2.5 Examine public documents that are necessary for the enforcement of this Agreement and the negotiations of future agreements.

4.2.6 The District will post a copy of the collective bargaining Agreement, to be updated within 15 working days of a District vote, agenda packet, and link to board policy on the school website in a format which permits individuals to download copies. The District will refer new hires to the website for their review and downloading copies of the collective bargaining agreement as needed.”

Article 5 - Professional Rights

5.1 Evaluation Procedure

It is recognized that a system of periodic evaluation is essential to assist unit members in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable Board of Education decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.

The purpose of this procedure is to ensure high-quality teaching in every classroom. Teachers and administrators share the responsibility for teacher's professional growth. All actions and participants are focused on achieving the best outcomes for student learning. The basis for this document is to focus on the classroom environment; content knowledge and planning; lesson delivery; monitoring and assessing student learning and professional development. These focus areas are based on the California Standards for the Teaching Profession.

5.1.1 Performance Standards

- 5.1.1.1 **Standard 1:** Teachers create and maintain effective environments for student learning
- 5.1.1.2 **Standard 2:** Teachers know the subjects they teach and how to organize the subject matter for student learning.
- 5.1.1.3 **Standard 3:** Teachers design high-quality learning experiences and present them effectively.
- 5.1.1.4 **Standard 4:** Teachers continually assess student progress, analyze results, and adapt instruction to promote student achievement.
- 5.1.1.5 **Standard 5:** Teachers continually improve and develop as a professional educator.

Southside Certificated Evaluation Performance Standards, Criteria and Examples

Standard 1: Teachers create and maintain effective environments for student learning.

Performance Criteria

1. The teacher establishes and maintains a learning environment that is physically, emotionally and intellectually safe.
2. The teacher creates a learning environment that promotes student learning, reflects diversity and encourages constructive and productive interactions among students.
3. The teacher develops, communicates and maintains high standards for individual and group behaviors.
4. The teacher creates a rigorous learning environment with high expectations and appropriate support for all students.
5. The teacher uses instructional time to optimize learning.

The teacher---

Meets Standard	Does not Meet Standard
Holds all students to high standards and expectations regardless of race, ethnic, gender or socioeconomic background	Does not hold students to high expectations or standards
Sends key messages to students through instructional practices and interactive behavior	Gives students the message that they are not capable of learning
Takes responsibility for the academic growth and achievement for all students	Takes the approach: "If they didn't learn it, it's their fault"
Models and promotes fairness, equity and respect	Does not provide opportunities for individual support for students
Creates an environment in which all individuals and cultures are valued	Does not create an environment in which all individuals and cultures are valued
Motivates and inspires in all student's self-confidence, perseverance and the willingness to learn	Shows little or no concern for student's self-confidence, perseverance and the willingness to learn
Engages students in shared problem solving and conflict resolution	Uses limited or no activities to engage students in shared problem solving and conflict resolution
Builds positive interpersonal relationships with students	Does not use opportunities to build interpersonal relationships with students
Designs a classroom rich in cultural diversity resources and creates lessons that use these resources	Uses limited or inappropriate strategies to manage student's behavior and discipline
Establishes routines to meet group and individual needs to maximize student engagement and learning time	Established few or no classroom routines, wastes learning time
Creates a safe learning environment that encourages students to take risks	Does not communicate feedback in a timely manner
Promotes students social and emotional development	Ignores student's social emotional development

Examples of evidence:

- Posted norms, procedures, routines and expectations
- Reflective conversations about responses to situations
- Records of communications to students and parents
- Appointments with students and parents

**Southside Certificated Evaluation
Performance Standards, Criteria and Examples**

Standard 2: Teachers know the subjects they teach and how to organize the subject matter for student learning.

Performance Criteria:

1. The teacher demonstrates knowledge of the content of the subject area and grade level.
2. The teacher organizes curriculum, including long term and short term instructional plans to facilitate student understanding of the subject matter.
3. The teacher designs instruction focused on student mastery of curriculum goals.
4. The teacher applies knowledge of student development and proficiencies to ensure student understanding of the subject matter.

The teacher—

Meets Standard	Does not Meet Standard
Displays deep broad concept knowledge in his or her field to students and colleagues	Displays shallow or limited subject area knowledge
Demonstrates effective oral and written communication	Does not demonstrate effective oral and written communication; makes frequent errors in punctuation, spelling, grammar and vocabulary
Designs curriculum and/or lessons based on state approved curriculum and California State content standards	Does not design curriculum or lessons based on state approved curriculum and California State content standards
Plans lesson that focus on student mastery of content	Plans lessons that are focused on coverage and/or activities
Anticipates student misconceptions, difficulties and confusion and adjusts instruction accordingly	Organizes lesson without consideration of possible misconceptions, difficulties and confusion
Plans lessons in a logical sequence and connects new learning to prior knowledge	Plans lessons that are not connected to prior learning or prior knowledge
Plans lesson that take developmental appropriateness into account	Plans lesson that do not reflect an understanding of students' developmental stages
Provides opportunities for students to summarize or reflect on what they have learned	Provides few opportunities for students to summarize or reflect on what they have learned

Examples of Evidence:

- Short and long term units or lesson plans
- Assignments and rubrics with student samples of work
- Documents distributed to students (outlines, graphic organizers, study guides)
- Assessments and examples of student performance
- Materials designed to teach thinking skills related to content concepts
- Communication of standards and criteria for success on tasks or assignments

Southside Certificated Evaluation Performance Standards, Criteria and Examples

Standard 3: Teachers design high-quality learning experiences and present them effectively.

Performance Criteria:

1. The teacher conveys content knowledge clearly to students
2. The teacher establishes and articulates curriculum goals and objectives for student learning
3. The teacher promotes critical thinking through inquiry, problem solving and connections to meaningful real life contexts
4. The teacher connects learning to students' prior knowledge, backgrounds, life experiences and student interests
5. The teacher uses a variety of instructional strategies, resources and technologies to support the learning of all students

The teacher—

Meets Standard	Does Not Meet Standard
Articulates deep and broad content knowledge to students	Gives incorrect or insufficient information; does not correct student content errors; omits critical content from instruction
Clearly communicates mastery objectives, through words or actions, for what students will know or be able to do as an outcome of instruction	Does not identify expected outcomes or does not communicate them to students
Uses words and actions that match the intended or communicated lesson outcomes, keeps a focus on mastery	Uses words or action that are not matched with outcomes, focuses on coverage or activities
Provides clear expectations	Provides explanations that are limited, vague or lack coherence
Incorporates checks for understanding in a variety of ways, modifying instruction to meet student needs	Rarely or never checks for student understanding, does not modify instruction to meet student needs
Delivers lessons that challenge students without overwhelming them	Delivers lesson that bore or frustrates students
Gradually releases responsibility for learning and knowledge to students	Does not gradually releases responsibility for learning and knowledge to students
Requires students to support their responses with evidence	Accepts minimal student responses, rarely checks for support or justification
Provides prompt and specific feedback to students on their work and progress toward the mastery of the objectives	Does not provide prompt and specific feedback to students on their work and progress toward the mastery of the objectives
Incorporates appropriate technology to promote student learning	Does not incorporate technology appropriately

Examples of Evidence

- Assignments, projects, warm-ups
- Examples of exceptional student work
- Room setup
- Proper use of technology

**Southside Certificated Evaluation
Performance Standards, Criteria and Examples**

Standard 4: Teachers continually assess student progress, analyze results, and adapt instruction to promote student achievement.

Performance Criteria:

1. The teacher creates assessments based on quantifiable learning outcomes for students and clear criteria for success
2. The teacher uses a variety of effective formative and summative assessment techniques.
3. The teacher uses assessment results to establish learning goals to plan, differentiate and modify instruction.
4. The teacher communicates assessment results and progress toward goals to students and families

The teacher—

Meets Standard	Does Not Meet Standard
Uses a variety of formal and informal assessment instruments	Uses limited assessment instruments
Makes adjustments to assessments to meet the needs of students with different learning styles or special needs	Makes few or no adjustments to assessments to meet the needs of students with different learning styles or special needs; assesses all students the same way
Develops and communicates clear criteria for success for student work; uses models, rubrics, exemplars, etc.	Does not communicate clear criteria for success for student work; uses models, rubrics, exemplars, etc.
Teaches students to evaluate and reflect on their work by applying standards and criteria	Does not prepare standards or criteria for student self-reflection; does not teach students to self-evaluate their work
Assesses student progress before instruction (pre-assessment), during instruction (formative assessment) and after instruction (summative assessment)	Assesses student progress infrequently or at the end of instruction
Maintains clear, up-to-date, and accurate records of student performance	Maintains not records of student performance; maintains records of student performance that are inaccurate, illegible, out of date or incomplete
Informs students and families of student progress on a regular basis	Fails to inform students and families of student progress or uses report cards as the sole vehicle
Uses assessment data to ensure that every student is progressing toward mastery of grade level and content standards	Does not use assessment data to analyze student progress
Analyzes data about student performance and other relevant information and plans instruction accordingly.	Does not analyze and use data about student performance and other relevant information to plan instruction

Examples of evidence:

- Assessment samples
- Teacher feedback to students on their work
- Gradebook and other record keeping documents
- Group and individual teacher reports on data analysis, findings, and recommendations
- Meeting notes with students and parents

**Southside Certificated Evaluation
Performance Standards, Criteria and Examples**

Standard 5: Teachers continually improve and develop as a professional educator.

Performance Criteria:

1. The teacher continually reflects on his/her practice in support of student learning and adjust instruction accordingly.
2. The teacher draws upon educational research and research based strategies in planning instructional content and delivery.
3. The teacher collaborates with colleagues and the broader professional community to support teacher and student learning
4. The teacher demonstrates collegiality, integrity, and ethical conduct in contributing to the school environment.

The teacher—

Meets Standard	Does not Meet Standard
Reflects on own strengths and weaknesses and modifies instruction accordingly	Does not reflect on the effectiveness of own instructional practice
Reflects on feedback from students and parents and modifies instruction as appropriate	Does not solicit or accept feedback from students and parents; does not modify instruction as appropriate
Appropriately modifies instruction based on feedback from formal and informal observations	Does not modify instruction based on feedback from formal and informal observations
Contributes effectively to efforts to develop and align curriculum with other grade levels and staff members	Does not contribute effectively to shared curriculum development efforts
Shares materials and experiences with colleagues; plans; evaluates, and reflects with colleagues on lessons	Does not share materials and experiences with colleagues; does not plans, evaluate or reflect with colleagues on lessons
Seeks the support of colleagues and is open to applying advice or suggestions	Does not accept the support of colleagues
Interacts in a respectful manner with all members of the school community	Shows lack of respect or professional courtesy to members of the school community

Example of evidence:

- Interviews and conference data
- Personal accounts of persistence and problem solving
- Professional articles and presentations
- Observation data gathered from meetings, interactions with colleagues and staff
- Attendance records
- Meeting agendas, minutes, notes

5.1.2 Roles and Participants

5.1.2.1 The participants in this evaluation system include permanent employees, probationary employees, temporary employees and administrators.

5.1.2.2 Certificated Employee

For the purposes of this evaluation procedure and timelines, all certificated employees are either permanent or probationary. A permanent employee is one who has earned permanent status in the Southside School District. A probationary employee is one who is either probationary or temporary who has not gained permanent status in the district.

5.1.2.3 Administrator Evaluator

An administrator evaluator is a district administrator who is credentialed and legally authorized to perform evaluations of certificated employees.

5.1.3 The principle information regarding the competence of the teacher is to be gathered by means of actual observations by the evaluator. Reports by other staff members, parents, or students to be used in evaluating the competence of a teacher will be substantiated, by the evaluator, working in conjunction with the teacher involved.

5.1.4 The evaluation of unit members, pursuant to this Article, shall not include or be based on the following:

5.1.4.1 Standardized achievement test results, except as mandated in Education Code Section 44662 which may require the use of state adopted criterion referenced assessments related to statewide content standards.

5.1.4.2 Results of any tests utilized for the purpose of a School Improvement Plan.

5.1.4.3 Achievement of objectives stated in Individual Educational Programs (IEP's) of special education pupils.

5.1.4.4 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

5.1.4.5 Intercoms and television cameras used for communications and monitoring safety conditions.

5.1.5 Full Evaluation Cycles

A full evaluation cycle regardless of certificated status would include two (2) rounds of evaluation in one school year, assuming that each evaluation concluded that the certificated employee had met standard. Permanent employees in the district would participate in an evaluation cycle every other year. A probationary or temporary employee would participate in an evaluation cycle each year until the employee reached permanent status in the district.

5.1.3.2 The individual shall have the right to identify any constraints which the individual believes may inhibit her/his ability to meet the objectives and standards established.

5.1.3.3 Rounds of Evaluation

5.1.3.3.1 Round 1: Conducted in the fall no later than October 30th and would consist of a pre-meeting with the teacher and the administrator. Within 5 school days of the pre-meeting, the administrator evaluator will conduct a formal classroom observation of the teacher. The observation would consist of a minimum of 30 minutes in the classroom. The teacher and the administrator will conduct a post-meeting to discuss the classroom observation and written feedback will be provided to the teacher by the administrator within two weeks of the observation.

5.1.3.3.2 Round 2, Summative Evaluation: Conducted in the spring (before March 15th) and would consist of a pre-meeting with the teacher and the administrator. Within 5 school days of the pre-meeting, the administrator evaluator will conduct a formal classroom evaluation of the teacher. The evaluation would consist of a minimum of 30 minutes in the classroom. The teacher and the administrator will conduct a post-meeting to discuss the classroom observation and written feedback will be provided to the teacher by the administrator within two weeks of the observation.

5.1.3.4 Each observation report concludes with an overall summary rating of the teacher's performance. The final evaluation report will be placed in the teacher's personnel file. The summary evaluation will provide a rating of either "meets standard" or "does not meet standard". It is essential that the teacher and the administrator communicate clearly regarding the summary findings from the observations and the final evaluation.

Round 1	Round 2
No later than October 30 th	Before March 15th
Scheduled or Unscheduled	Scheduled
Observation Report	Evaluation Report

5.2 Teacher Evaluation Outcomes

5.2.1 Probationary Teacher Evaluation Outcomes

5.2.1.1 *Meets Standard:* When the probationary teacher has an overall rating on the final evaluation of “meets standard”. The probationary teacher would then be granted another year of probationary status or be granted permanent status based upon two consecutive years of service in the district in which the teacher receives final evaluations of “Meets Standard”.

5.2.1.2 *Does Not Meet Standard:* When the probationary teacher has an overall rating on the final evaluation of “does not meet standard”. The probationary teacher would then be granted another year of probationary status or non-reelected.

5.2.2 Permanent Teacher Evaluation Outcomes

5.2.2.1 *Meets Standard:* When the permanent teacher has an overall rating on the final evaluation of “meets standard”. The permanent teacher would then be granted another year of service credit in the district and then would be on an evaluation cycle in three school years.

5.2.2.2 *Does Not Meet Standard:* If the permanent teacher has an overall rating on the final evaluation of “does not meet standard”. If the permanent teacher has an overall rating on the final evaluation of “does not meet standard” for the year then the teacher would be placed on a professional growth plan. The permanent teacher would then be on an evaluation cycle for the following school year. If the permanent teacher has an overall rating on the final evaluation of “does not meet standard” in the second year and after being placed on a professional growth plan, then the permanent teacher could be non-reelected.

5.3 Professional Growth Plan

- 5.3.1 This is a document developed by the administrator for the teacher who does not meet standard. This document must outline the reasons the administrator has determined the outcome of “Does not meet Standard”. The document must list the occasions on which the perceived deficiencies occurred, how they were discussed with the teacher and the professional growth recommendations to improve performance. A support plan can be requested by the administrator or the teacher for any area of the evaluation tool that concludes with “Does Not Meet Standard”. If the Probationary teacher does not follow the growth plan or does not show improvement after the growth plan, then the Probationary teacher can be recommended for non-reelection. If the Permanent teacher does not follow the growth plan or does not show improvement after the growth plan in the second year, then the Permanent teacher can be recommended for non-reelection to the Southside Board of Trustees.
- 5.3.2 In the case of negative evaluation(s), or if any problems are noted, the evaluator shall take positive action to assist the individual in correcting any cited deficiencies. The evaluator’s role to assist the individual shall include, but not be limited to, the following:
1. Specific recommendations for improvement.
 2. District assistance to implement such recommendations.
 3. Provision of additional resources, without cost to the individual, to be utilized to assist with improvements.
 4. Techniques to measure improvement.
 5. Time schedule to monitor progress.
 6. Referred to the PAR Program or equivalent program.
- 5.3.3 An individual who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written evaluations. Such entitlement includes a pre-observation conference.
- 5.3.4 The final evaluation shall be in written form with a copy of the evaluation being presented to the teacher thus evaluated. Each teacher is to be allowed the opportunity to respond, in writing, to any comment made on his/her evaluation, and this response shall be filed along with the official evaluation in the files of the District. Nothing shall appear in the written evaluation that has not previously been presented or discussed in writing to the employee.
- 5.3.5 Individuals have the right to respond in writing to the evaluation and/or challenge the evaluation through grievance.

5.4 Personnel File

- 5.4.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District. Information of a derogatory nature maintained by the District or District's Administrators shall not be used in any decision affecting the discipline, employment status or assignment of a unit member unless that information has been entered into the personnel file in accordance with the procedures in Sections 5.3.3 and 5.3.4.
- 5.4.2 Materials in the personnel file of a unit member shall be made available for inspection by the unit member involved. Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in her/his review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which were obtained prior to the employment of the unit member.
- 5.4.3 Information of a derogatory nature, except material excluded in accordance with Section 5.3.2 above shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- 5.4.4 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. Material shall be added in a timely fashion but no more than ninety (90) days from when the incident occurred or when the District should reasonably have known of the incident, whichever is later.
- 5.4.5 The District is prohibited from basing decisions affecting the assignment, discipline, or status of employment of a unit member upon materials not contained in or events not referenced in the personnel file.
- 5.4.6 Authorization must be obtained from either the Superintendent/Principal to have access to a unit member's personnel file. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or her/his authorized Association representative.

5.5 Public Complaints

- 5.5.1 No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information or material of a derogatory or critical nature which has been received by the District from pupils, parents, district employees, and/or the public unless the following procedures have been followed:
- 5.5.1.1 Complaints concerning unit members should be made directly by the complainant to the unit member against whom the complaint is lodged. The Superintendent/Principal will decline to communicate with a complainant until the complainant has met with the staff member that is subject to the complaint, to reach a resolution.
 - 5.5.1.2 Should the involved unit member believe the allegations warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the member and the complainant. At the request of the unit member, Association representative(s) may be present at the meeting.
 - 5.5.1.3 In the case that the complainant feels the matter is not resolved at the meeting to their satisfaction, or no meeting is held, the unit member shall be given a copy of any written complaint or summary thereof as follows. A written complaint must include the name of each unit member involved and a brief but specific summary of the complaint and the facts known at the time of the complaint. It must also include a specific description of a prior attempt to discuss the complaint with the unit member involved and the failure to resolve the matter.
 - 5.5.1.4 The Superintendent/Principal is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of the persons involved. If the complaint is resolved, the Superintendent/Principal will so advise all concerned parties.
 - 5.5.1.5 If the complaint remains unresolved after review by the Superintendent/Principal, the Superintendent/Principal shall refer the complaint, together with a report of the situation, to the Superintendent and Association.
- 5.5.2 Complaints which are withdrawn, shown to be false, or are not sustained, shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.

- 5.5.3 All information or proceedings regarding any complaint shall be kept confidential to the extent permitted by law.

5.5 Administrative Evaluation

The District and the Association will form a yearly committee consisting of one certificated staff member, one classified staff member, and one board member to create and adopt a yearly survey of staff members to be considered in the Principal/Superintendent's evaluation. The first meeting of this committee will be held between the adoption of goals for the Principal/Superintendent and the next regular board meeting. The designated board member would then be responsible for sending out the survey each year in which the Principal/Superintendent is to be evaluated, no later than one month before the final evaluation.

5.6 Classroom Supplies

- 5.6.1 The District will guarantee a minimum of \$300 to each certificated staff member for classroom supplies to be used at the teacher's discretion. This does not prevent teachers from making further requests for special items or programs.
- 5.6.2 The District will provide updated information regarding unspent classroom funds by December 31 and May 31 of each school year.

Article 6- Peer Assistance and Review Program

- 6.1** The Southside Educators Association - SEA and the Southside School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. This agreement between Southside School District and Southside Educators Association will remain in effect unless either side wishes to negotiate this article.
- 6.2** The Peer Assistance and Review (PAR) Program has two distinct components: professional development for teachers new to the district and teachers who are working under a preliminary credential and need induction in order to achieve a clear credential and professional development, defined as PAR, for permanent teachers who have received an unsatisfactory evaluation and are placed in the PAR program or volunteer teachers who wish to improve their teaching through PAR.
- 6.3** The PAR Panel will have oversight and budget responsibilities for the components of the district's professional teacher support program.
- 6.3.1 The PAR Panel shall be composed of one District/School Administrator and two certificated classroom teachers who shall be selected by the Association.
- 6.3.2 The appointment of teacher Panel members shall take place by the end of May of each year. Panel members will serve staggered terms of three (3) years. The initial term of service for teacher Panel members shall be staggered as follows: one (1) one-year term, one (1) two-year term, and one (1) three-year term. Any teacher member may serve up to two (2) consecutive terms.
- 6.3.3 If a Panel member needs to be removed or replaced, the prospective member will be selected or appointed by either the superintendent or by the Association, originally appointing that position.
- 6.3.4 The PAR Panel shall establish its meeting schedule. To hold meetings, two of three members must be present. Meetings may be held during the school day, with substitute costs to be paid by PAR funds. Teachers who are members of the PAR Panel shall be released from their regular duties to attend meetings without loss of pay or benefits. If PAR Panel members need to meet outside of the regular school day they will be paid the hourly rate.

6.3.5 The PAR Panel shall make decisions by consensus. If no consensus can be reached, the decision shall be made by a majority vote of the three members.

6.4 The Panel shall be responsible for:

6.4.1 Establishing rules of procedure;

6.4.2 Selecting a chairperson;

6.4.3 Accepting referrals for Referred Teacher peer assistance from Superintendent/Principal;

6.4.4 Accepting or rejecting voluntary requests for assistance from individual unit members;

6.4.5 Any decisions about eligibility for the Program;

6.4.6 Sending written notification of participating in the Program to the participating Teacher, Consulting teacher, and evaluator

6.4.7 Meeting a minimum of four (4) times per year to review the work of the Consulting Teacher log of hours with their caseloads;

6.4.8 Monitoring the work of peer coaches and their documentation;

6.4.9 Review peer review reports prepared by Consulting Teacher;

6.4.10 Monitoring the progress of Referred teacher peer assistance, including making reports to the Board regarding Program participants, in the program process after receiving sustained assistance from a Consulting teacher. All reports pursuant to this provision shall be made to the Board no later than April 15th of the school year in which the Program was utilized to assist a unit member;

6.4.11 Recommending a budget for the Program, subject to Board approval; and

6.4.12 Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluation shall be presented to the Board of Trustees at a regular meeting in May of each school year. The Association shall receive a copy of the report.

6.5 Conflict of Interest

A Panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal conflict of interest.

6.6 Consulting Teachers

6.6.1 The Program Panel selects and assigns the Consulting Teacher, who shall assist another unit member in need of development of subject matter knowledge, teaching strategies, teaching methodology on instruction, and assist those participating in the (BTSA or induction) Program.

6.6.2 A unit member must possess the following minimum qualifications to be selected as Consulting Teacher;

6.6.2.1 A credentialed unit member with permanent status;

6.6.2.2 Five years of recent classroom teaching experience;

6.6.2.3 Demonstrated exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts; and

6.6.2.4 Willing and available to serve for a minimum of one year.

6.6.3 Consulting Teachers shall be selected in the following manner:

6.6.3.1 Candidates must file an application with the Panel.

6.6.3.2 Panel members may observe candidates for Consulting Teacher performing in their classrooms prior to the selection with no more than two observations. The number of panelists to observe a candidate will be determined by the Panel. Observations will be arranged with the Principal and the candidate. The Panel may establish additional procedures for selecting Consulting Teachers, which shall be made known in advance to all candidates.

6.6.3.3 The Panel shall select a Consulting Teacher by majority vote.

- 6.6.3.4 Consulting Teachers shall have responsibility for no more than two unit members, each of whom shall receive a minimum of 6 hours of support and/or consultation per 6-week increment.
 - 6.6.3.5 Unit members participating in the Program may select a Consulting Teacher from the Panel's list of Consulting Teachers.
 - 6.6.3.6 The Consulting Teacher and Participating Teacher shall prepare an Individual Assistance Plan, which outlines the assistance to be provided as well as timelines.
- 6.6.4 Consulting Teachers will receive stipends as follows:
- 6.6.4.1 Assisting a Referred Teacher: \$ 1,800/year per assisted unit member.
 - 6.6.4.2 Assisting a Probationary 1/2 or Beginning Teacher: \$1,800/year per assisted unit member.
 - 6.6.4.3 Assisting a Voluntary Teacher: \$ 1,800/year per assisted unit member.
 - 6.6.4.4 A unit member who assumes administrative duties as part of his/her regular workday shall not serve as a Consulting Teacher.

6.7 Referred Teacher Program

- 6.7.1 The Program for Referred Teacher shall be limited to improving any "unsatisfactory" rating regarding subject matter knowledge, teaching strategies, or other areas as outlined in the California Standards for the Teaching Profession that were noted in the unit member's evaluation.
- 6.7.2 The Consulting Teacher's assistance shall focus on the specific areas recommended for improvement by the Participating Teacher's evaluator based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the Program.
- 6.7.3 After the final evaluation of the school year in which the Referred Teacher receives the unsatisfactory evaluation a conference will be held with the Referred Teacher, the evaluator who evaluated the unit member and Consulting Teacher, all of whom shall develop an Individual Assistance Plan.

6.7.4 The course of assistance shall include one or more of the following:

- 6.7.4.1 Multiple classroom observations by the Consulting Teacher;
- 6.7.4.2 Assistance specific to the area of teaching methodology or instruction which has been evaluated to be "unsatisfactory" or other areas deemed in need of assistance by the Consulting Teacher during the period of assistance;
- 6.7.4.3 Opportunities for the unit member receiving assistance to observe exemplary practice, either by the Consulting Teacher during the period of assistance;
- 6.7.4.4 District provided professional development opportunities;
- 6.7.4.5 District approved Conference attendance, often in the company of the Consulting Teacher, to facilitate reflection on how this experience fits into the Individual Assistance Plan approved by the Panel;
- 6.7.4.6 Other forms of assistance which the Consulting Teacher and the Panel may provide

6.7.5 Panel Actions

- 6.7.5.1 Every six weeks, the Consulting Teacher will submit a log which records the dates, times met and a list of topics discussed to the Panel. The Consulting Teacher will share this information during a conference with the unit member, prior to submission to the Panel. A copy of this information will be provided to the Superintendent/Principal/Evaluator.
- 6.7.5.2 The Consulting Teacher shall submit an oral and written final report regarding the unit member's participation in the Program to the Panel no later than April 1st. This report shall describe the measures of assistance provided to the unit member.

- 6.7.5.3 The Panel shall deliberate whether: (1) the unit member is "proficient" in the areas evaluated and (2) further assistance and remediation would or would not be successful. Reasons in support of either conclusion will be provided.
- 6.7.5.4 Notwithstanding the above, and while the term of this assistance shall normally be for one school year, the assistance may be extended up to a second year if the Panel believes significant progress is being made, although the permanent unit member may not have returned to a "proficient" level of performance.
- 6.7.5.5 The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the Consulting Teacher, the Superintendent/Principal/Evaluator, and the Referred Teacher or his/her Association representative or other representative requested by the unit member.
- 6.7.5.6 Neither the unit member, Consulting Teacher, nor Superintendent/Principal/Evaluator may be present during deliberations of the Panel, which are confidential. The Panel may request additional information from any unit member involved in the Program.
- 6.7.5.7 The decision of the Panel shall be reported to the unit member prior to April 15th.
- 6.7.5.8 The Panel shall report its findings to the Superintendent/Principal who will report to the Board of Trustees.

6.8 Referred Teacher Rights

- 6.8.1 The Referred Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the Panel and to attach his/her comments. To effectuate this right, the Consulting Teacher shall provide the Referred Teacher with copies of such reports at least three (3) working days prior to any such meeting.
- 6.8.2 The Referred Teacher shall have a right to be represented by the Association or another representative of the unit member's choice, in any meetings of the Panel to which they are called, and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.

6.8.3 The Referred Teacher shall have the right to present reasons why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered. The decision of the Panel shall be final.

6.8.4 This Program in no manner diminishes the legal rights of unit members.

6.9 Voluntary Teacher Program

6.9.1 A unit member may volunteer for the Program. The Panel will determine whether the unit member may participate in the Program. All participants referred to the Program based on an unsatisfactory evaluation will be served prior to accepting any voluntary participants. Any unit member who is denied voluntary participation shall receive notice as to the reason they are being denied within 15 days of the decision.

6.9.2 The Consulting Teacher and unit member will meet to determine the Volunteer Teacher's needs and jointly develop an Individual Assistance Plan. This plan will draw from the course of assistance that is available through the Program.

6.9.3 Consulting Teachers will provide oral and written feedback documentation to the Volunteer Teacher. Communication between a voluntary participant and his or her Consulting Teacher concerning participation in the Program shall remain confidential and documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis.

6.9.4 The Volunteer Teacher may terminate his/her participation in the Program at any time.

6.10 Beginning Teacher Program

6.10.1 Beginning Teachers shall participate in the Program. All participants referred to the Program based on an unsatisfactory evaluation will be served prior to accepting any Beginning Teacher participants.

6.10.2 The Consulting Teacher and unit member will meet to determine the Beginning Teacher's needs and jointly develop an Individual Assistance Plan. This plan will draw from the course of assistance that is available through the Program and include timelines.

6.10.3 Consulting Teachers will provide oral and written feedback documentation to the Beginning Teacher. Communication between a Beginning Teacher and his/her coach concerning participation in the Program shall remain confidential and documentation from the Consulting Teacher will not be placed in their personnel file.

6.11 Governing Board Review of Recommendations by Panel

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

6.12 Retention of Education Rights

6.9.1 Nothing herein shall modify or in any manner affect the right of the Governing Board/District or unit member under provisions of the Education Code relating to employment, classification, retention or non-re-election of unit member.

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

6.13 Defense and Indemnification

Unit members who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 of Title 1 of the Government Code.

6.14 Non-Management/Supervisory Status

Functions performed by Teacher Panel members and/or Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

6.15 Association Representation

A Referred Teacher has the right to be represented throughout these procedures by the Association representative or another representative

Article 7 - Discipline

7.1 Purpose

7.1.1 The purpose of the Discipline Article is to establish a corrective process of professional improvement for unit members. The intent is to have a process that is fair, consistent, and progressive in application. The District may discipline unit members for just cause with due process.

7.1.2 The following just-cause guidelines shall be recognized:

- 7.1.2.1 The unit member shall be adequately informed of the consequences of his/her conduct.
- 7.1.2.2 The District's rules, regulations, and policies shall be Reasonable and related to the efficient operation of the District.
- 7.1.2.3 A fair and objective investigation should reveal the necessity for disciplinary action.
- 7.1.2.4 Rules, orders, and penalties should be applied fairly and equitably.
- 7.1.2.5 Disciplinary action should be appropriate and reasonably related to the nature of the offense.

7.2 Progressive Discipline

The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article 8 - Grievance Procedure of the Agreement.

7.2.1 Verbal Counseling/Warning

The District shall first issue a verbal counseling/warning before imposing Further discipline.

7.2.2 Written Warning

Subject to 7.2.1 above, written warnings may not be used unless the unit member has been verbally warned about similar actions within the current school year.

7.2.3 Written Reprimand

Subject to 7.2.2 above, written reprimands may not be used unless the unit member has received a written warning about similar actions within the current school year.

7.2.4 Suspension Without Pay

Suspension may not be used unless the unit member has received a written reprimand about similar actions within the current school year. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances however, the length of a suspension will relate to the severity of the action.

7.3 Notice of Suspension

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

7.3.1 A statement of the specific acts or omissions upon which the action is based;

7.3.2 A statement of the cause(s) for which action is recommended;

7.3.3 Where applicable, The Education Code section, policy, rule regulation, or directive violated;

7.3.4 Penalty proposed and effective date; and

7.3.5 Copies of the documentary evidence upon which the recommendation is based.

7.4 Appeal

Only written reprimands and suspension without pay may be appealed under the grievance procedure in Article 8, Grievance Procedure. If appealed, the penalty will not be applied until the grievance procedure is completed, except when necessary for the immediate removal of the unit member from the worksite.

7.5 Confidentiality

All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law. All communications involving discipline or that could potentially lead to discipline shall be done in a private manner and in a private setting.

7.6 Association Representation

Unit members shall, upon request, be entitled to Association representation at any meeting which is likely to result in any disciplinary action against the unit member. The administrator shall advise the unit member of this right, in advance of the meeting.

Article 8 - Grievance Procedures

8.1 Definitions

- 8.1.1 A “grievance” is an allegation by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement or a District policy in violation of this Agreement or state law.
- 8.1.2 The “grievant” is the unit member, unit members, or Association making the claim.
- 8.1.3 A “Representative” is anyone, including an attorney, whom a “Grievant” selects to speak for and/or advise him or her.
- 8.1.4 A “Day” is any duty day in which the grievant is required by contract to render Service.

8.2 Procedure

8.2.1 Level 1: Informal Level

Before filing a written grievance, the grievant shall attempt to resolve the problem in an informal conference with the Superintendent/Principal. This attempt shall be made within ten (10) days of the act or omission (or the date the grievant should reasonably have been aware of it) giving rise to the grievance. The Superintendent/Principal shall respond to the grievance within ten (10) days of the informal conference. The grievant has the option of having an Association representative with him/her at this conference, with no cost to the district, other than release time from the classroom.

- 8.2.1.1 While this is an informal level, both parties will document the contents of the conversation in writing during the meeting.

8.2.2 Level 2: Written Level

- 8.2.2.1 If the grievance is not resolved at the informal level, a grievance shall be presented in writing to the Superintendent/Principal using the Level 2 grievance form (Appendix D) with a copy simultaneously provided to the Association. The form must be submitted to the administrator

within ten (10) days of the District's denial at the informal level. The Superintendent/Principal must respond in writing to the grievant within ten (10) days of receipt of the Level 2 form either accepting the grievant's remedy, denying the remedy, or offering a new remedy in writing.

- 8.2.2.2 If the Superintendent/Principal does not respond within the timelines, the grievance shall proceed automatically to the next step. The timelines may be extended by mutual agreement.

8.2.3 Level 3 - Board of Education

- 8.2.3.1 If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no written decision has been rendered within ten (10) days after the conference with the Superintendent/Principal, the grievant, within ten (10) days after the Superintendent/Principal's decision, may request in writing that the Association submit the grievance to the Board.

- 8.2.3.2 Within thirty (30) days of receipt of the appeal, the Board shall hold a hearing. All parties involved shall mutually agree upon the time. The hearing shall be held in closed session to the extent permitted by law, unless by mutual agreement with the grievant and the Board.

8.2.4 Level 4 - Mediation

- 8.2.4.1 If the grievant and/or the Association are not satisfied with the disposition of the grievance from the Board, or if no disposition has occurred within ten (10) days pursuant to the provisions of Level 3, the grievance shall be referred to grievance mediation.

- 8.2.4.2 The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service (CSM/SC) be assigned to assist the parties in the resolution of the grievance.

- 8.2.4.3 The mediator shall meet with the grievant, the Association, and the District for the purpose of resolving the grievance in a timely manner.

- 8.2.4.4 If an agreement is reached, the agreement shall be reduced

to writing and shall be signed by the grievant, the Association, and the District. This agreement shall constitute a settlement of the grievance.

8.2.4.5 In the event that the grievant, the Association, and the Superintendent or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Four and the grievance may proceed to Level Five.

8.2.4.6 All costs, except for released-time for the grievant(s), Association representative(s), and witnesses shall be borne by the party incurring them.

8.2.5 Level Five Binding Arbitration

8.2.5.1 If the Association proceeds to arbitration, it shall notify the district in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator from CSM/SC and obtain a commitment from said arbitrator to serve.

8.2.5.2 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

8.2.5.3 The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.

8.2.5.4 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. A copy of the award will be submitted to the District, the grievant, and the Association. The decision of the arbitrator will be final and binding upon the parties.

8.2.5.5 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witness, shall be borne by the party incurring them.

8.3 Rights of Representation

8.3.1 The grievant may be represented by him/herself at any level of the grievance procedure; and/or at his/her option, by a representative of his/her choice.

8.4 Time Limits

8.4.1 Time limits for appeal provided in each level shall begin the day following receipt of the written decision or the day following the time limit for rendering a decision at that level.

8.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.

8.5 No Reprisals

8.5.1 No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

8.6 Miscellaneous

8.6.1 A representative designated by the Association to investigate and prepare for the grievance shall meet with the Superintendent/Principal to schedule mutually agreed upon release time for affected parties. The grievant, representative and any necessary witnesses shall be granted release time to attend any meeting or conference required by this grievance process.

- 8.6.2 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.
- 8.6.3 Grievances related to safety shall commence at Level Two.
- 8.6.4 The Association, either on its own behalf or on behalf of more than one affected unit member, may initiate at Level Two.
- 8.6.5 A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with the terms of the written agreement. If any employee presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution has been given an opportunity to file a response.

Article 9 - Assignment and Reassignment

9.1 Voluntary Reassignment

- 9.1.1 A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another such as team teacher, restructuring, or other reconfiguration within the same worksite.
- 9.1.2 A unit member may submit a request for transfer/reassignment to the Superintendent/Principal during the current academic calendar year and before May 1st, whether or not a vacancy exists for the following academic year.
- 9.1.2 A reassignment request shall not be denied arbitrarily, capriciously, or without basis in fact.
- 9.1.3 If an individual request for a voluntary reassignment is denied, the individual upon request, shall be granted a meeting with the Superintendent/Principal to discuss the reasons for denial.
- 9.1.2 Unit members returning from leave shall be afforded all rights provided under this section.

9.2 Vacancies

- 9.2.1 A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the district.
- 9.2.2 The Superintendent/Principal may declare that vacancies not be filled if the positions will not exist due to reduction in program, diminished funds, or a decline in enrollment.
- 9.2.3 Upon knowledge of vacancies, the District shall deliver to the Association and post a list of all vacancies which occur during the work year and for the following work year. The list shall contain the following:

1. A closing date which is at least ten (10) working days following the posting date.

2. A job description.

3. Credentials and qualifications necessary to meet the requirements of the position.

9.2.4 No assignment to fill the vacancy shall be made after the closing date.

9.2.5 The District shall upon request by an individual, notify that unit member by email of any posted openings, which may arise during the summer recess, intersession, or a period of leave. The unit member's request must include an email address.

9.2.6 If a vacancy is posted it shall be filled by the most qualified applicant available. The District shall fill vacancies in the following order:

1. Permanent/probationary unit members requesting voluntary reassignment or transfer
2. Unit members on Rehire List, and
3. New hires.

9.2.7 In accordance with section 9.3, if two or more members with State required credentials for the position apply for a vacancy, and all things being equal, the unit member with the greatest seniority will receive the position. If there remains a tie, tie breaking criteria will apply.

9.3 Seniority

9.3.1 Seniority is defined as the individual's initial date of paid service in the bargaining unit.

9.3.2 Two or more unit members qualified for a position, who have the same initial date of paid service, shall have their seniority number determined by assigned points.

9.3.2.1 One point for each clear credential.

9.3.2.2 One point for each supplementary authorization or certificate.

- 9.3.2.3 One point for each earned degree at or above BA/BS level beyond the 1st BA/BS earned.
- 9.3.3 If seniority is equal with all above conditions, the unit member with the most years of classroom experience will receive priority. If there remains a tie, determination will be decided by drawing lots.
- 9.3.4 A unit member on a District approved unpaid leave of absence other than to a non-unit position shall maintain, but not accrue, seniority while on leave.
- 9.3.5 A unit member on District approved special assignment shall continue to accrue seniority while on leave.

9.4 Involuntary Transfer/Reassignment

- 9.4.1 In making involuntary transfers and reassignments, the District shall base its decision on program related considerations including but not limited to, changes in enrollment, changes in attendance boundaries or patterns, resignations, leaves, or changes in program offerings. The unit member's qualifications, experience, credential, and district seniority shall be considered.
- 9.4.2 In the event the need is filled by involuntary reassignment/transfer, the Principal and/or Superintendent shall inform the affected unit member, in writing, the reasons for the involuntary reassignment/transfer. A copy of this shall be kept by the District personnel office, but not in the employee's personnel file.
- 9.4.3 Upon request by the unit member, within five (5) days of receiving notification of an involuntary reassignment/transfer, the Superintendent/Principal shall meet with the unit member.
- 9.4.4 Before an involuntary reassignment becomes final, the affected unit member shall have the option of applying for another open position as a voluntary reassignment.
- 9.4.5 No unit member shall be involuntarily reassigned/transferred two years in a row.
- 9.4.6 In the event of an involuntary reassignment/transfer, the unit member shall be granted at least three (3) days of paid prep time at the negotiated hourly rate or three (3) days of release time to prepare for his/her new assignment. Said preparation time or release time is to be expended on mutually agreed upon dates between the unit member and the Superintendent/Principal involved. Additionally, the unit member who is involuntarily changing classrooms will be granted three (3) additional days of release time, or three (3) days of comp time, or shall be paid at the negotiated hourly rate for three (3) days. This section only applies to individuals who are changing grade level/subject and classroom.

- 9.4.7 In the event of involuntary reassignment/transfer to different grade level and/or subject, the unit member's classroom supply budget shall receive an additional allocation of five hundred dollars (\$500) to be used to purchase instructional materials for the classroom.
- 9.4.8 The District will transport a unit member's materials when relocating to a new classroom provided the unit member prepares such materials for movement.
- 9.4.9 Combination grade level classes shall be kept at a minimum as much as possible. Unit members of K-8 combination grade level classes will be chosen on a voluntary basis. Unit members assigned combination classes will be afforded all rights provided under sections 9.4.6 and 9.4.7.

Article 10
Hours/Workload/Adjunct Duties

10.1 Length of Workday

- 10.1.1 The workday for unit members shall be seven and one-half (7-½) hours, inclusive of a duty-free lunch period (see section 10.1.3).
- 10.1.2 At the discretion of the Superintendent/Principal, unit members may be excused from work in cases of personal emergency. Unit members may be excused to attend class(s) for professional growth.
- 10.1.3 All unit members are entitled to a minimum 40 (40) minute continuous duty-free lunch period.
- 10.1.4 A student/parent free lunch area will be provided for the unit members.
- 10.1.5 During the hours of employment, employees shall remain on the school premises unless otherwise authorized by the Superintendent/Principal. During the duty free lunch period teachers are required to notify the school office if they leave campus and indicate where they can be reached in an emergency.
- 10.1.6 The unit members should attend two (2) evening activities. The following night time activities may be required and these activities include Back-to-School Night and Open House. On days when unit members are required to return for an evening function, unit members are permitted to leave school at the end of the instructional day provided that student safety concerns have been met.
- 10.1.7 Thursday Student-Contact Free Hours
- 10.1.7.1 Student-Contact Free Hours on Thursdays are to be used for collaborative grade/team or individual planning. Staff meetings may be held with 24 hour notification.
- 10.1.7.2 If in the employee's professional opinion, they do not need to be on campus to fulfill professional duties during this time, they may leave after student-contact hours have ended.

10.2 Adjunct Duties

- 10.2.1 The District will ask for certificated employee input and create an equitable duty schedule for the 15 minutes directly after school dismissal: 2:15, 3:00, and 12:05. The District will enforce the schedule.
- 10.2.2 All unit members are entitled to a minimum twenty (20) minute break between the beginning of the school day and their assigned lunch period. A unit member is considered to be given said break when he/she is on yard duty or playground

supervision.

10.2.3 Unit members may be assigned duties that include in-service activities, orientation meetings, department/grade level meetings, school/staff meetings, and district meetings; not to exceed two (2) per month.

10.3 Preparation Time

10.3.1 TK-8 unit members shall have equitable preparation time. Preparation time shall equal 300 minutes per week with adjustments of no more than thirty (30) minutes per week to accommodate contracts with subcontractors which the District uses to provide additions to curriculum and preparation time. This does include the planning time provided for on Thursdays.

10.3.2 When a contract provider or other certificated member assigned to students is pulled from their assignment to substitute teach, the lost preparation time used by certificated staff members during the time their students are intended to be with the reassigned individual will be given back to the certificated members affected in the form of compensatory time. The District will keep track of these hours, and the employee will give twenty-four (24) hours notice of intended use of this compensatory time.

10.3.3 Unit members shall not be required to substitute during their preparation time.

10.3.4 If a unit member volunteers to substitute during their release period she/he shall be paid at the contract hourly rate.

10.4 Individualized Education Programs (IEP's)

10.4.1 When a teacher has attended 10 IEP's whether in whole or in part, in one school year, the teacher will be compensated at the District's Special Project Rate of \$40.00 for each following IEP.

10.5 Work Year

10.5.1 For the 2019-2020 academic year, the work year for unit members shall be one hundred eighty-four (184) days of which at least three (3) must be teacher workdays.

10.5.2 When the state provides funding for "the voluntary staff development - buy back days" any unit member who attends these specified days shall be compensated at the unit member's current daily rate of pay. The unit member must work the equivalent of a full instructional day.

10.5.3 The school year calendar, in its draft form, shall be sent to the Association, before it is presented to the District for proposed changes by the Association.

10.6 Miscellaneous

- 10.6.1 Unit members will not be expected to read, respond to, or be responsible for the content of work emails sent after contract hours. Emails shall be responded to in a reasonable amount of time.
- 10.6.2 The Association and District shall collaboratively manage workload changes for unit members. The Association and District shall design release time appropriate for each grade level and subject area to accomplish these tasks.
- 10.6.3 The District will pay teachers for one hour of extra preparation required to prepare lessons and materials for Independent Study Contracts at the hourly rate as listed on the current salary schedule.
- 10.6.4 The District and School Administrators will not require lesson plans from teachers unless expressly required as part of the evaluation cycle or if the teacher is participating in an improvement plan.

Article 11 Class Size

11.1 Class Size Maximums

11.1.1 The District will follow state mandates for class size in TK-3 grades not to exceed 23 students. Class size stipends of \$100 per month for TK-3 teachers will be in effect when class sizes reach 24 or more for each month of this enrollment.

11.1.2 Teachers in grades 4-8 shall receive an additional \$100 per month for each month that they have 33 or more students enrolled in their classes. If teachers share classes that have 33 or more students, each teacher shall receive the additional pay.

11.1.3 The District will make every effort to prioritize paraprofessional services to classes under the following conditions:

- in TK-4 grades a minimum of 2 hours of paraprofessional services for class sizes of 26 or more,
- in 5-8 grades a minimum of 1.5 hours of paraprofessional services for class sizes of 30 or more,
- when a class enrollment includes 4 or more IEPs, with a focus on inclusion, a minimum of 2 hours of paraprofessional services.
- These circumstances may overlap and would not increase the hours of professional services.

11.2 Stipend Payments

The District will use the appropriate student management system to establish attendance records for pay vouchers.

Article 12 Leaves

12.1 General provisions

- 12.1.1 Leave: Specific period of time off, after which unit member will return to teaching position.
- 12.1.2 An extension of any leave of not more than two (2) years may be granted with written request prior to March 1st of the year preceding the one in which the extension of leave is to occur.
- 12.1.3 Unit members on leave shall retain seniority for all purposes where seniority is a factor. No leave shall constitute a break in a unit member's continuity of service.
- 12.1.4 A written statement from a physician that the unit member is physically and mentally fit to return to duty may be required of any unit member who has been on leave for health related reasons.
- 12.1.5 Upon return from leave, a unit member shall return to a teaching position.
- 12.1.6 See: The Family Care and Medical Leave Act and The Industrial Illness and Accident Leave Act, which are on file in the District Office.

12.2 Leaves of One Hour or Less

The Superintendent/Principal may approve a short leave of one hour or less if the Superintendent/Principal determines that the circumstances warrant such a leave and that adequate student supervision can be provided. The leave shall be without loss of pay and shall not be deducted from sick leave. The decision of the Superintendent/Principal in granting or denying the leave provided for in this section shall not be subject to the grievance procedure.

12.3 Sick Leave

- 12.3.1 Full-time/full-year unit members shall be entitled to ten (10) working days of leave, with pay, each school year for purposes of illness, injury, or physical incapacity. Unit members working less than full-time/full-year shall be entitled to sick leave on a prorated basis.
 - 12.3.1.1 A unit member may use five (5) days allowable for personal necessity leave for personal reasons with no explanation to the District (No Tell days).

12.3.1.2 The remaining days of leave may be used for the following reasons:

- Illness of an immediate family member.
- Death of a member of his/her immediate family when additional leave is required beyond that provided as bereavement leave.
- Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- Imminent danger to the unit member's home, occasioned by an event such as flood, fire, or earthquake.
- Absences due to causes beyond the unit member's control, such as those caused by storm, flood, or other acts of nature.

12.3.1.3 To request personal necessity leave the unit member shall submit a request to the District.

12.3.1.4 The unit member shall not be required to secure advance permission for personal necessity leave taken for any of the following reasons:

- Death or serious illness of a member of the unit member's immediate family as defined under Section 12.5, Bereavement Leave.
- Accident involving the unit member's person or property or the property of a member of the unit member's immediate household.
- Imminent danger to the unit member's home, occasioned by an event such as flood, fire, or earthquake.
- Absences due causes beyond the unit member's control, such as those caused by storm, flood, or other acts of nature.

12.3.1.5 Although advanced permission is not required, unit members must notify the District upon learning of the reason for the leave and complete the Request for Short Term Leave form upon returning to work.

12.3.2 Any unit member who has exhausted his/her sick leave days and has not applied for catastrophic leave (as defined in 13.3) is entitled to differential pay for up to one hundred (100) days.

12.3.3 A unit member shall contact the District as soon as the need to be absent is known.

- 12.3.4 Upon request by the District, a unit member who has used five (5) consecutive days of sick leave in any year may be required to present a medical doctor's certificate verifying the personal illness or injury and/or medical authorization to return to work unless used for personal necessity days.
- 12.3.5 If an illness or injury exceeds ten (10) consecutive days, the District may require a certified medical specialist, selected and reimbursed by the District to examine the unit member, verify the nature and severity of the illness or injury, and report such findings to the District. If requested by the District, a unit member shall not return to work until he/she submits a medical doctor's authorization to work (selected and reimbursed by the District).
- 12.3.6 A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from sick leave, if the absence exceeds one-half (1/2) day, a full day shall be deducted from the accumulated sick leave.
- 12.3.7 After returning from sick leave during the course of the school year, a unit member shall return to the original position.
- 12.3.8 The District shall inform each unit member of the number of days of their current accumulated sick quarterly.
- 12.3.9 Unused sick leave shall be cumulative without limit. The full year's credit of current sick leave shall be available on the first day of contracted service, with accumulated sick leave added to it. Sick leave accumulated in other California school districts shall be transferred in accordance with Education Code 44979. Upon retirement, the unit member's accrued sick leave, if any, may be applied towards service credit, in accordance with the State Teachers' Retirement System regulations.

12.4 Catastrophic Sick Leave

- 12.4.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family such that the unit member must take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave.
- 12.4.2 The District shall establish a Catastrophic Leave Bank to which all unit members may donate earned and unused sick leave days. This donation shall be irrevocable, and shall be accomplished by the unit member filing a "Catastrophic Leave Bank Donation Form," see Appendix I, with the District office.
- 12.4.3 The use of the Catastrophic Leave Bank shall only be available to those eligible unit members who have made a donation of at least one (1) day yearly to the bank prior to their request.

- 12.4.4 New Enrollments: A Catastrophic Leave Bank Donation form, see Appendix I, will be included in the employment packet for newly hired certificated persons. Newly hired unit members who decide to participate shall return a signed enrollment form to the District office by October 1st of the current school year or within 30 days of employment. A unit member who is a returning employee but did not participate in the Catastrophic Leave Bank in prior years may submit a Catastrophic Leave Bank Donation form to the District office by October 1st stating that he/she would like to enroll in the Catastrophic Leave Bank and will contribute one day of the current year's allotment of sick leave.
- 12.4.5 Membership in the Catastrophic Leave Bank is continuous from year to year. Unless a member submits a letter of cancellation, it will be assumed that he/she wishes to continue to participate.
- 12.4.6 Unit members who no longer want to participate must cancel their membership by submitting written notification to the District Office by October 1st of the current school year. The unit member shall not be eligible to draw from the Catastrophic Leave Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Catastrophic Leave Bank shall not be returned.
- 12.4.7 Unit members wishing to use the Catastrophic Leave Bank shall submit a "Catastrophic Leave Bank Request for Withdrawal Form" see Appendix J. This form shall be submitted for review to the Superintendent/Principal and the Board. The request shall clearly state the catastrophe and the amount of catastrophic leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation if requested.
- 12.4.8 A Catastrophic Leave Bank Committee shall consider the request of the unit member. The Committee shall consist of the Superintendent or designee and three (2) unit members selected by the Association President. The Committee may grant, reject, or partially grant a request. Any rejection of a request may be appealed to the Association Executive Board for final action and decision. The Committee shall keep all records confidential and shall not disclose the nature of the illness, except as necessary to process the request for withdrawal, and defend against any appeals of denials.
- 12.4.9 The methods by which the District/Committee shall compensate any unit member who has qualified for catastrophic sick leave shall occur in the following order:
- 12.4.9.1 The unit member's accumulated sick leave balance shall be exhausted,
 - 12.4.9.2 Donations from the Catastrophic Leave Bank up to a maximum of thirty (30) days,

- 12.4.9.3 Unit members may request additional days up to fifteen (15) days by filing a request for consideration to the Committee,
 - 12.4.9.4 Differential pay for up to 100 days,
 - 12.4.9.5 Leave without pay.
- 12.4.10 The Committee may issue an additional "Call for Catastrophic Leave Donations" whenever the Catastrophic Leave Bank has fewer days than are requested. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 12.4.11 A unit member who receives paid sick leave pursuant to this section shall use any leave days that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- 12.4.12 Catastrophic leave days shall not be used for illness or disability which qualifies the participant for Workers Compensation benefits.
- 12.4.13 Catastrophic Leave days shall not be considered available leave for purposes of qualifying for STRS disability.
- 12.4.14 Donated Catastrophic Leave days are awarded to the participant at a one to one (1:1) ratio of donated days to paid sick leave days. Furthermore, the District shall pay the participant full pay for any donated days.
- 12.4.15 Any excess catastrophic leave days donated beyond those used by the requesting unit member shall be held in the Catastrophic Leave Bank for use of future requests.
- 12.4.16 Days shall be contributed to the Catastrophic Leave Bank and granted from the Catastrophic Leave Bank without regard to the daily rate of pay of the unit member.
- 12.4.17 No unit member may donate sick leave days unless they have a minimum of ten (10) days of accumulated sick leave except in their first year of employment.
- 12.4.18 If the number of days in the Catastrophic Leave Bank, at the end of a school year, exceeds 100, no contribution shall be required of returning unit members. Unit members, however, who have drawn from the bank and have subsequently been able to return to work shall continue contributing one day per year to the Catastrophic Leave Bank until the amount withdrawn shall be repaid or until the unit member has terminated employment in the District. Unit members joining the Catastrophic Leave Bank for the first time, and those returning from leave, shall

be required to contribute one (1) day per year to the Catastrophic Leave Bank until they have contributed at least five (5) days.

12.4.19 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank and give a report to the Association President annually.

12.4.20 By November 10th of each school year, the District shall notify the Association President of the following:

12.4.20.1 The total number of accumulated days in the Catastrophic Leave Bank on June 30th of the previous school year.

12.4.20.2 The number of days contributed by the unit members for the current year.

12.4.20.3 The names of non-participating unit members.

12.4.20.4 The total number of days available in the Catastrophic Leave Bank.

12.4.20.5 Names of any unit members who have canceled participation.

12.4.21 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be equitably distributed to the then-current members of the Catastrophic Leave Bank according to the following distribution formula: Total number of days divided by current active participants.

12.4.22 The Association will conduct an initial enrollment period for the Catastrophic Leave Bank program starting on September 15, 2017, and ending October 15, 2017. The Association will solicit donations of days from eligible unit members in accordance with this article on the appropriate form, thereafter enrollment will be driven by the provision in 13.3.4.

12.5 Bereavement Leave

12.5.1 Each unit member is entitled to five (5) days of paid bereavement leave for the death of any member of his/her immediate family. Bereavement leave is not to be deducted from salary or sick leave.

12.5.2 To request bereavement leave, the unit member will notify the District as soon as possible and indicate that bereavement leave is necessary.

12.5.3 Members of the immediate family include the following: mother, father, grandmother, grandfather, aunt, uncle, or grandchildren of the unit member or of the spouse of the unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law of the unit member, any person living in the unit member's immediate household, any person who has served as a legal parent or guardian of the unit member, or a domestic partner. The familial designations need not be completely biological in nature.

(related by marriage - stepchild or sibling or having one (1) parent in common - half sibling).

12.6 Pregnancy Disability Leave

12.6.1 Disability due to pregnancy shall be treated as any other temporary disability. A unit member may use sick leave (Article 12.2) for temporary disability due to pregnancy and childbirth as determined by the unit member and her health care provider.

12.6.2 A unit member who has exhausted all sick leave may be eligible for leave without pay but with benefits under the Federal and/or California Family Leave Medical Act.

12.6.3 The unit member shall retain seniority for salary increments and all other purposes where seniority is a factor; the absence shall not be construed as a break in service. Upon return, during the same school year, the unit member will return to the same position held prior to the leave.

12.7 Maternity/Paternity Leave

12.7.1 As per California Education Code section 44977.5, certificated employees are entitled to use up to twelve (12) weeks of sick leave for maternity or paternity leave under the California Family Rights Act (CFRA).

12.7.2 After all available leave is exhausted, including all accumulated sick leave, eligible unit members are entitled to use differential leave for the remainder of the twelve (12) weeks.

12.8 Childbirth/Adoption Leave

12.8.1 A unit member shall be allowed three (3) days of leave with full pay for the birth or adoption of a child. Such leave shall not be deducted from sick leave.

12.8.2 An additional five (5) days shall be granted to the unit member for the birth or adoption of a child if requested. The additional five (5) days shall be deducted from sick leave.

12.9 Child Care Leave

12.9.1 Subject to the laws and regulations establishing and implementing the California Family Medical Leave Act, a unit member shall be granted up to twelve (12) weeks of leave without pay but with benefits within the twelve (12) month period following the birth or adoption of a child.

12.9.2 A unit member may apply in writing for an unpaid leave at any time for the purpose of child care. Such leave may be granted for the duration of the school year in which the leave is first taken and for up to one (1) additional school year.

12.10 Judicial Leave

- 12.10.1 Unit members shall be provided leave when called for jury duty service or to serve as a subpoenaed witness in a judicial proceeding.
- 12.10.2 Unit members required by the courts to take judicial leave shall inform the Principal or Superintendent upon notification by the court.
- 12.10.3 Unit members on judicial leave shall receive their regular earnings. Any fee and/or earning received for jury duty or as a subpoenaed witness shall be endorsed to the District. Unit members shall keep mileage reimbursement received from the court.

12.11 Business and Conferences

- 12.11.1 When authorized by the District, unit members may be sent to conferences, workshops, institutes, school visits, or meetings directly related to their professional responsibilities. Such leaves shall not be more than five (5) consecutive work days in duration.
- 12.11.2 Expenses for such leave may be reimbursed at the District per diem rate, may be partly reimbursed, or may be without reimbursement.
- 12.11.3 The unit member shall not suffer loss of salary, and the days shall not be deducted from accumulated sick leave.

12.12 Military Leave

- 12.12.1 Any unit member who is a member of the reserve corps of the Armed Forces of the United States, National Guard, or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity as such member, providing the period of ordered duty does not exceed one hundred and eighty (180) calendar days, including time involved in going to and returning from such duty.
- 12.12.2 All unit members drafted for military service or ordered to active service with reserve components shall be granted a leave of absence without pay.
- 12.12.3 Upon return, during the same school year, the unit member will return to the same position held prior to the leave.

12.13 Religious Holidays and Observance

Members of the bargaining unit shall be granted three (3) days during the year for required observance of a recognized religious denomination when such observance is not possible outside working hours.

12.14 Leave for Medical Examinations Required by the District

A unit member may be absent without loss of sick leave for the time necessary to secure any medical examination required by the District, except for the initial employment examination. The cost of such examination shall be borne by the District.

12.15 Quarantine

Unit members absent due to exposure to a communicable disease for which the Health Department may require isolation, but who are not themselves ill, shall receive full pay for so long as the Health Department shall require isolation. Such absence shall not be deducted from accrued sick leave.

12.16 Association Leave (Released Time)

The District will allow unit members on the Executive Board to use up to two (2) hours of preparatory time per week to conduct Association business. This time does not include meetings needed to represent a unit member, grievance hearings, or negotiations with the District.

12.17 Additional Leaves of Absence

- 12.17.1 Whenever it becomes necessary for a unit member to request leave for reasons other than those allowed in other provisions of this agreement, the unit member may submit his/her case, in writing, to the District at least ten (10) days prior to the next scheduled board meeting.
- 12.17.2 The District may authorize excused absence with full, partial or no compensation. The District shall convey its decision, in writing, to the unit member at least five (5) days from the date of the scheduled board meeting. This decision letter will include an outline of the date by which the unit member must notify the District of his/her intentions for the following year. If granted with partial compensation, deduction from the unit member's salary for the absence shall be no more than the amount paid to the unit member's substitute during the absence.
- 12.17.3 Unit members on Leaves of Absence longer than 60 calendar days must notify the District of their intentions for the next school year by March 1st. Failure to respond by this date may result in the District terminating the contract of the unit member.

Article 13 Safety and Health

The Board and District shall make reasonable provisions for the safety and health of its unit members while in the course of employment, and all unit members are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees, and students.

13.1 Safe Working Conditions

- 13.1.1 The District shall make reasonable efforts to keep all school grounds reasonably clean, healthful, and well-maintained for the unit members. Additionally, the District shall maintain clean restroom facilities designated for adult members only.
- 13.1.2 The District shall make reasonable efforts to keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. If insecticides or poisons are used, the District shall notify unit members upon request of the names of the chemicals used at least one week in advance of their use. The District shall apply them only at times when unit members and pupils are not present, allowing sufficient time for toxic effects to wear off before humans reenter the affected area.
- 13.1.3 By the first full month of student contact of each school year, The District will provide a master schedule for administrative and classified staff. In addition, the District will provide a monthly schedule of administrative and classified planned absences along with safety drills and field trips. All staff will be notified when administrative and classified staff will be leaving campus.

13.2 Bodily Harm

- 13.2.1 The District shall notify unit members in accordance with Education Code Section 49079 of a record of conduct demonstrating that a student has caused, or attempted to cause serious bodily injury. Such information shall be kept confidential.
- 13.2.2 Unit members shall immediately report cases of physical and/or verbal assault suffered by them in connection with their employment to the Superintendent/Principal, who shall immediately report the incident to the police if applicable. The Superintendent/Principal shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, police and courts.
- 13.2.3 The District shall give direct legal and other related assistance in accordance with applicable law for any assault upon the unit member while acting in the discharge of his/her duties.

13.2.4 When absences arise out of or from assault, injury or credible threats suffered in connection with a unit member's employment, the unit member shall not forfeit sick leave, personal leave or job assignment.

13.3 Short Term Pupil Suspension

13.3.1 The Principal shall assist a unit member with the suspension procedure for suspending a pupil from her/his class for the day of the suspension and the following day for any act that disrupts or diminishes the education process, including, but not limited to, the following:

- 13.3.1.1 Causing, attempting to cause, or threatening to cause physical injury to another person.
- 13.3.1.2 Possession, selling, or otherwise furnishing a firearm, knife, explosive or other dangerous objects.
- 13.3.1.3 Unlawfully possessing, using, selling, otherwise furnishing, or being under the influence of any controlled substance as defined under Health and Safety Code Section 11007, alcoholic beverage, or intoxicant.
- 13.3.1.4 Committing robbery or extortion.
- 13.3.1.5 Causing or attempting to cause damage of school or private property.
- 13.3.1.6 Stealing or attempting to steal school or private property.
- 13.3.1.7 Committing an obscene act or engaging in habitual profanity or vulgarity.
- 13.3.1.8 Disrupting school activities or willfully defying authority of a unit member.
- 13.3.1.9 Committed sexual harassment as defined in Education Code Section 212.5.

13.3.2 The actions stated above may occur at any time or place related to school attendance or school activity including, but not limited to, the following:

- 13.3.2.1 While on school grounds.
- 13.3.2.2 While going from school.
- 13.3.2.3 During lunch period either on or off campus.

13.3.2.4 During, going to, or coming from school-sponsored activities.

13.3.3 The pupil shall not be returned to the unit member's class during the period of suspension without the unit member's concurrence.

13.3.4 The pupil shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the pupil was suspended.

13.4 Longer Term Pupil Suspension

13.4.1 A unit member may also suspend a pupil from class for the remainder of the day, plus one additional day for any acts enumerated in the Education Code Section 48900 including, but not limited to those set forth in Section 12.3.1 of this Article.

13.4.2 Any required notices regarding the suspension to the pupil's parents or guardians shall be performed by the Superintendent/Principal.

13.4.3 The unit member may require the pupil to complete any assignment or test missed during the suspension.

13.5 Parent/Guardian Involvement and Information

It is the belief of the Association and the District that student achievement is enhanced when parent/guardian involvement is increased. The Association and the District are committed to increasing parent/guardian participation in the education of students. With the active involvement of parents/guardians comes an increase in visitors to the school site. To that end, in order to support the needs and rights of the parents/guardians and unit members and to ensure the safety of students and unit members, the following procedures shall be followed.

13.5.1 Parents/guardians wishing to review materials for use in their student's classroom shall provide a written request to the student's teacher(s) at least three (3) workdays prior to the date the parent/guardian wishes to come to the school to review the materials.

13.5.1.1 Upon the unit member's agreement as to the date and time, the parent(s)/guardian(s) may come to the school to review the materials.

13.5.1.2 Such review shall not take place without the consent of the unit member during the duty free lunch-time, or any other duty free break times during the workday.

13.5.2 Parent(s)/guardian(s) wishing to observe in a unit member's classroom shall make a request at least three (3) workdays prior to the day of the requested observation.

- 13.5.2.1 Upon the unit member's agreement as to the date of an observation, the parent(s)/guardian(s) may observe the classroom at any time during the student instructional day.
- 13.5.2.2 The observation shall last no longer than one (1) hour.
- 13.5.2.3 The time and frequency of observations will be mutually agreed upon among the unit member, parent(s) or guardian(s), and the Superintendent/Principal.
- 13.5.2.4 If, during the course of an observation, the parent(s)/guardian(s) presence becomes disruptive, the unit member shall have the authority to tell the parent(s)/guardian(s) to leave the classroom and/or ask for assistance from the Superintendent/Principal.
 - 13.5.2.4.1 The unit member shall report any such incidents to the Principal as soon after the incident as possible.
 - 13.5.2.4.2 A disruptive parent/guardian shall not be allowed to observe the unit member's classroom again unless agreed to by the unit member and the Superintendent/Principal.

13.5.3 The District shall pursue appropriate legal action against any parent/guardian who demonstrates a pattern of disruptive behavior while visiting a worksite.

13.6 Pupil Transportation

No unit members shall be requested or required to transport pupils in private vehicles.

Article 14 Compensation

14.1 Compensation

- 14.1.1 Unit member compensation shall be paid in accordance with the Certificated Salary Schedule in Appendix B reflecting a 5% raise in steps and columns for the 2023-2024 school year to be paid retroactively.
- 14.1.2 Hourly rate of pay for services rendered beyond the scope of the contracted position/workday, with prior written authorization from administration, shall be in accordance with the hourly rate of pay per unit member based on the Certificated Salary Schedule in Appendix B.

14.2 Initial Placement

- 14.2.1 The District shall place a newly employed unit member on the Certificated Salary Schedule Appendix B. based upon the unit member's degree(s) and educational units, years of teaching in the public school setting and credential(s) possessed at the time of his/her commencement of District service.
- 14.2.2 The District shall place a newly employed unit member on the Certificated Salary Schedule Appendix B, based upon one year of credit on the salary schedule for each year of California credentialed teaching experience in a public school, up to a total of 12 years of credit for teaching experience. For the purpose of initial placement, one year of teaching experience is equivalent to 135 days of full time experience in a California Credentialed certificate teaching position. A newly employed unit member shall also be granted credit for up to a maximum of 75 educational units beyond a bachelor's degree.
- 14.2.3 A unit member who possesses a valid California teaching credential, but who is teaching in a position requiring that the unit member possess intern qualifications or waiver, shall be treated as a fully credentialed teacher for salary advancement purposes and therefore shall be placed on the salary schedule according to that unit member's length of service and educational units as set forth herein.
- 14.2.4 Valid teaching credential is defined as a credential for which the unit member has completed a commission approved program and has received a college or university recommendation to the California Commission on Teacher Credentialing for credential issuance.

14.3 Advancement

- 14.3.1 Vertical Advancement - A unit member shall advance one (1) vertical step on the salary schedule for each complete year of teaching. For the purposes of advancement, a unit member must serve at least 135 days in the school year of full time employment. All part-time unit members shall be placed on the scale on the appropriate Step and Column.

14.3.1.1 For purposes of advancement on the salary schedule, time spent on a military duty for declared national emergency, regardless of length of leave; accident or illness leave, and maternity leave, shall be counted as time worked.

14.3.2 Each column on the salary schedule reflects the number of (semester units as per 14.3.6) educational units accrued beyond a bachelor’s degree. Each column shall contain the following maximum number of vertical steps:

Column	Maximum Step
BA	9
BA + 15	11
BA + 30	13
BA + 45/MA + 30	30
BA + 60/MA + 45	30
BA + 75/MA + 60	30
BA + 90/MA + 75	30

14.3.3 With the exception of the first column, each box in the Certificated Salary Schedule in Appendix B should have a numerical value in it. The first column is for BA with no credential Certificated. This column contains a maximum value; higher steps in the column have no printed numbers. If a unit member’s step on the salary schedule exceeds the maximum printed value for that column, the unit member’s salary will be the maximum printed value for that column regardless of what step the unit member is actually on.

14.3.4 Horizontal Advancement - A unit member may advance horizontally on the salary schedule by earning the educational units from any state, regional, or federally accredited institution of higher education or a special program pre-approved by the District. The educational units must be reasonably related to a unit member’s assignment and/or approved professional growth plan, approved by the Superintendent or designee on District forms Appendix G and must not duplicate courses previously taken.

14.3.5 A unit member shall submit a list of the units he/she intends to earn towards advancement to the Superintendent/Principal for approval by the last working day of the school year. Approval shall not be arbitrarily or capriciously denied. Forms for this purpose are in Appendix G . A minimum grade of “C” for courses on an A through F scale or “pass” for credit only courses must be earned for advancement. No “audit” courses will count towards advancement.

14.3.6 Unit members shall receive compensation, according to Appendix A, for successfully completing semester units received from an accredited college or university. Units completed prior to September 1st will be paid that fiscal year so long as the unit member has provided the District with proof of completion by September 15th. Units completed after September 1st, will be paid the following

fiscal year so long as the unit member has provided the District with official transcripts. If by September 15th, the unit member is unable to submit official records or transcripts verifying units of study which are to apply to reclassification, official notices in the form of a grade card, unofficial transcript, or letter from the college or university shall be submitted. Such temporary verification which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement. The unit member shall provide the official transcript or affidavit to the District as soon as it becomes available. This section applies to degrees and certificates awarded for compensation.

14.3.7 The District shall provide each unit member by May 15th, of each school year, a written statement of the number of units that the District has registered in its records towards advanced salary schedule placement for the unit member. New unit members will be notified by the end of the second week of school of their placement on the salary schedule.

14.4 Professional Projects

14.4.1 Unit members shall receive a stipend of one hundred dollars (\$100) per day for District approved sponsored, or required, or promoted programs conducted outside of the current contractual work year.

14.4.2 Unit members shall receive a stipend equivalent to the hourly salary schedule rate for hours worked on District-approved curriculum development or District proposed projects. The unit member shall receive a minimum of one hundred dollars (\$100) for each day he/she works on said project. Such projects must be based on a proposal made by the District or on a proposal submitted by the unit member and pre-approved by the District.

14.6 Stipends for Extra Duty

14.6.1 Stipends

1. Athletic Director	\$1,000/year
2. Student Event Advisor	\$1,000/year
3. Yearbook Advisor	\$1,000/year
4. Coaches	\$ 300/team
5. Play Director	\$ 1,000/play
*6. Principal Designee	\$ 1,000
7. Mentor Teacher	\$ 1,800 or university rate - whichever is higher
8. Outdoor Science Camp	\$250/overnight stay
9. Technology Coordinator	\$500/year
10. CAASP Test Coordinator	\$500/year
11. BulldogsCARE Coordinator	\$500/year

*In the event of a prolonged absence (5 or more consecutive school days) of the Principal/Superintendent, the District, the Principal Designee, and an SEA

representative agree to meet and arrange an MOU for increased monetary compensation and possible substitutions for the teacher acting in that capacity.

In the event that the absence is unplanned, the Board President will meet with the principal designee, SEA representative, and a member of the San Benito County Office of Education, if requested by the Board President, to arrange an MOU.

14.6.2 Summer School

Summer School Teachers shall be paid in accordance with the hourly rate of pay as listed on the Certificated Salary Schedule in Appendix B or the hourly rate provided for by fund paying for Summer School, whichever is higher.

14.6.3 After School Programs

Teachers who supervise District approved after school academic activities (Homework Club) shall be paid in accordance with the hourly rate of pay as listed on the Certificated Salary Schedule in Appendix B.

14.7 Health and Welfare

14.7.1 The Southside School District will provide certificated employees with medical, dental and vision benefits, for the 2019-2020 contract period up to \$22,000. These benefits apply to full-year staff only; however, half-time employees may receive the benefit package if they pay half of the cost.

14.7.2 Certificated employees may choose to refuse these benefits and be compensated \$500 per month in lieu of.

14.8 Incentives for Reduced Absences

14.8.1 Individuals shall receive a yearly bonus for reduced absences as follows:

1. No more than four (4) total absences in a work year = \$300
2. No more than three (3) total absences in a work year = \$350
3. No more than two (2) total absences in a work year = \$400
4. No more than one (1) total absence in a work year = \$450
5. Zero (0) days absent in a work year = \$500

14.8.2 Bonus payments shall be made in a single lump sum, no later than June 30, and such payments shall not be cumulative.

14.8.3 For purposes of this section, absences taken by an individual for observance of a religious holiday shall not be counted. Absences taken by unit members

performing duties representing the Association in negotiations, grievances or as an elected member of the Association performing organizational work shall not be counted.

14.8.4 The number of absences must be agreed upon by the District and the unit member.

Article 15 Technology

15.1 Technology used by Teachers

The District will maintain and improve upon current technology (17-18 academic year) used by teachers including, but not limited to a:

- Desktop or laptop for each teacher/classroom
- Chromebook for each teacher
- Printer for each classroom
- Smart/Promethean Board for each classroom with accompanying projector

15.2 Technology used by Students

15.2.1 Students in grades 1-8 will have a student to device ratio of 1:1.

15.2.2 The District will maintain extra devices to have available as attrition occurs during a school year.

15.2.3 The District will assure that TK and K have the number and type of devices needed for the chosen curriculum and management of the unit member assigned to that position.

15.3 Technology Services

The District will maintain a contract for outside technical services or establish its own technical service.

15.4 Technology Updates

The District will seek and accept input from unit members regarding upgrades to current technology.

Article 16

Negotiations Procedures

16.1 Collective Bargaining Agreement

This Agreement and each of its provisions shall be binding on both parties from July 1, 2022 through June 30, 2023, except with the following re-openers:

16.1.1 The parties may reopen two (2) economic articles.

16.1.2 The parties may reopen two (2) non-economic articles.

16.2 Procedures

16.2.1 No later than 45 calendar days after the adoption of the school budget, the Association and District shall submit their initial proposals to each other for a successor Agreement or complete contract. The District shall give proper public notice of proposals at the first school board meeting following the submission of the proposals.

16.2.2 The parties shall commence to meet and negotiate on reopeners, successor agreement, or complete contract no later than ten (10) workdays after the completion of the public notice requirements listed above.

16.2.3 The District shall provide reasonable release time to the Association's negotiating team members to perform their duty in representing the teachers during negotiations.

16.3 Agreements

16.3.1 Any agreement reached between the parties shall be reduced to writing and signed by them.

16.3.2 All agreements made in negotiations are tentative until there is a final written agreement on the entire agreement.

16.3.3 Each party agrees to support and recommend ratification of the final tentative agreement to the body they represent.

16.3.4 The District will post a copy of the agreement in its website in a format which permits individual employees to download copies within fifteen (15) working days of the final agreement.. The District will refer new hires to its website for their review and downloading copies of the agreement as needed.

Article 17 Savings

If any provision of this Agreement is held to be contrary to law 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. All other provisions shall continue in full force and effect.

Within ten (10) days of receipt of notification of a court's decision, the District and the Association shall meet and renegotiate the affected portions of the agreement.

Appendix A

Southside Certificated Evaluation

Permanent Teacher: Observation Report

Page 1

Date: _____

Evaluation Step _____

Teacher Name: _____

Teacher ID: _____

Type: Permanent/Probationary

Role/Assignment: _____

Last Full Evaluation Year: _____

Years in the District: _____

Performance Standards:

Standard 1: Teachers create and maintain effective environments for student learning.

Standard 2: Teachers know the subjects they teach and how to organize the subject matter for student learning.

Standard 3: Teachers design high-quality learning experiences and present them effectively.

Standard 4: Teachers continually assess student progress, analyze results, and adapt instruction to promote student achievement.

Standard 5: Teachers continually improve and develop as a professional educator.

Date(s) of Observation(s) _____ _____ _____

Date(s) of Conference(s) _____ _____ _____

Lesson Observed: _____

Time: _____

Location: _____

Students Present: _____

Visit # _____

Unusual Circumstances:

Southside Certificated Evaluation

Permanent Teacher: Observation Report

Page 2

Teacher:

Date:

1. Context:

2. Lesson Alignment and Level of Challenge:

3. Analysis of Standards and Expectations:

4. Use of Instructional Strategies:

5. Management:

6. Student Learning and Next Steps:

7. Summary: Commendations and Recommendations:

Southside Certificated Evaluation

Permanent Teacher: Final Evaluation Report

Date: _____ Evaluation Step _____
Teacher Name: _____ Teacher ID: _____
Type: Permanent/Probationary Role/Assignment: _____
Last Full Evaluation Year: _____ Years in the District: _____

Performance Standards:

Standard 1: Teachers create and maintain effective environments for student learning.

_____ Meets Standard _____ Does Not Meet Standard

Standard 2: Teachers know the subjects they teach and how to organize the subject matter for student learning.

_____ Meets Standard _____ Does Not Meet Standard

Standard 3: Teachers design high-quality learning experiences and present them effectively.

_____ Meets Standard _____ Does Not Meet Standard

Standard 4: Teachers continually assess student progress, analyze results, and adapt instruction to promote student achievement.

_____ Meets Standard _____ Does Not Meet Standard

Standard 5: Teachers continually improve and develop as a professional educator.

_____ Meets Standard _____ Does Not Meet Standard

Date(s) of Observation(s) _____

Date(s) of Conference(s) _____

Overall Rating _____ Meets Standard _____ Does Not Meet Standard

Evaluator's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____

Teacher's signature indicates that the teacher has read and reviewed the final evaluation report, not necessarily that the teacher concurs with the contents. Teachers may choose to attach comments. The final evaluation report will be filled in the teacher's permanent employee file.

Appendix B
Certificated Salary Schedule

SOUTHSIDE SCHOOL DISTRICT

ANNUAL CERTIFICATED SALARY SCHEDULE

2023/2024

	I	II	III	IV	V	VI
	BA+15	BA+30	BA+45/MA+30	BA+60/MA+45	BA+75/MA+60	BA+90/MA+75
Year 1	46,626	46,626	48,025	50,906	52,434	54,006
Year 2	46,626	48,025	49,466	52,434	54,006	55,627
Year 3	48,025	49,328	50,950	54,006	55,627	57,294
Year 4	49,328	50,848	52,478	55,627	57,294	59,014
Year 5	50,848	52,371	54,052	57,294	59,014	60,785
Year 6	52,371	53,891	54,624	59,014	60,785	62,607
Year 7	53,891	55,630	57,345	60,785	62,607	64,487
Year 8	55,630	57,152	59,065	62,607	64,487	66,421
Year 9	57,152	58,890	60,836	64,487	66,421	68,414
Year 10	58,890	60,844	62,662	66,421	68,414	70,467
Year 11	60,844	62,583	64,541	68,414	70,467	72,580
Year 12		64,539	66,478	70,467	72,580	74,757
Year 13		66,278	68,472	72,580	74,757	77,000
Year 14			70,525	74,757	77,000	79,311
Year 15			72,641	77,000	79,311	81,690
Year 16			72,641	79,311	81,690	84,140
Year 17			72,641	81,690	84,140	86,664
Year 18			74,821	81,690	86,664	89,264
Year 19			74,821	81,690	89,264	91,942
Year 20			74,821	84,140	89,264	91,942
Year 21			77,066	84,140	89,264	91,942
Year 22			77,066	84,140	91,942	94,701
Year 23			77,066	86,664	91,942	94,701
Year 24			79,378	86,664	91,942	94,701
Year 25			79,378	86,664	94,701	97,542
Year 26			79,378	89,264	94,701	97,542
Year 27			81,759	89,264	94,701	97,542
Year 28			81,759	89,264	97,542	100,467
Year 29			81,759	91,942	97,542	100,467
Year 30			84,211	91,942	97,542	100,467
Year 31			84,211	91,942	100,467	103,482
Year 32			84,211	94,701	100,467	103,482

A minimum of 147 days must be taught to earn the next year advancement on the salary schedule

The salary for column I will not increase after year 9

The salary for column II will not increase after year 11

The salary for column III will not increase after year 13

The salary for column IV will increase by 3% until year 15,

The salary for column IV receive A 3% longevity increase will occur in 3 year increments after year 15

The salary for column V will increase by 3% until year 17

The salary for column V receive A 3% longevity increase will occur in 3 year increments after year 17

The salary for column VI & VII will increase by 3% until year 19

The salary for column VI & VII receive A 3% longevity increase will occur in 3 year increments after year 19

Board Approved (increase of 5.0%): May 29, 2024

Appendix C
Grievance Form Level 1
(Superintendent/Principal)

Submit the following form within twenty (20) days of the Informal Conference.

Name of grievant _____

Informal Conference Date _____

Level 1 Submission Date _____

Date of event giving rise to the grievance _____

Brief description of the grievance:

Article(s) and section(s) of the Collective Bargaining Agreement alleged to have been violated:

Remedy sought by the grievant (That remedy cannot be inconsistent with the Agreement.)

Response from Superintendent/Principal (to be rendered within ten (10) days of the Level 1 conference)

Grievant Signature _____

Date _____

Superintendent/Principal Signature _____

Date _____

Appendix D
Grievance Form Level 2
(Board of Education)

Submit this form to the Superintendent/Principal within ten (10) days of denial at Level 1.

Name of grievant _____

Date of Denial at Level 1 _____

Level 2 Submission Date _____

Date of next Board of Education Meeting _____

Special Board of Education Meeting requested: Yes No

Description of the grievance:

Superintendent/Principal's decision:

Reason for grievant's appeal to the Board of Education:

Board of Education's response to grievance:

Signature of Board President _____

Date _____

Appendix E
Grievance Form Level 3
(Grievance Mediation)

Submit this form to the District within ten (10) days of receipt of denial at Level 2.

Submission of the Grievance Form constitutes notice to the District that the grievant is not satisfied with the decision at Level 2. The Association has determined to appeal the decision to mediation per Agreement (Article 8).

The Association shall contact the California State Mediation and Conciliation Services **within five (5) days following submission of this form.**

This Grievance Form has been submitted on (date) _____

(Signature for Southside Educators Association)

Acknowledgement of Receipt of Grievance Form on (date)_____

(Signature for District)

Appendix F
Grievance Form Level 4
(Binding Arbitration)

Submit this form to the District within ten (10) days of receipt of resolution from mediator.

Grievant's name: _____

Receipt of mediator's resolution (date) _____

Level 4 form filed on (date) _____

Statement of reasons for appeal to arbitration:

Grievant is to attach all Grievance Forms filed and the District's response at each level.

(Signature for Southside Educators Association)

Acknowledgement of Receipt of Grievance Form on (date) _____

(Signature for District)

Appendix H

CATASTROPHIC LEAVE BANK DONATION FORM

I, _____ choose to participate in the Catastrophic Leave Bank as defined in the contract in .

I understand that the use of the Catastrophic Leave Bank shall only be available to those eligible members who have made a donation of at least one day yearly.

I understand that once I elect to participate in the Catastrophic Leave Bank, one sick day per year will be automatically added to the Bank from my sick leave.

I understand that this process will continue annually until the total days in the Bank donated by all members reaches and remains at its maximum as defined in Article 12.4, after which I will not be required to donate more, but will still be eligible to draw days from the bank. I understand the yearly donation will restart if the total days in the Bank drop below the maximum.

I understand that if I choose to cancel membership, a written notice of cancellation must be filed with Human Resources. Cancelling membership in the program means I will not be able to get assistance through this program.

I understand that once days are donated, it becomes the property of the Catastrophic Leave Bank and is irrevocable. For more information, please refer to Article 13.3: Catastrophic Sick Leave in the contract between the Southside Elementary School District and the Southside Educators Association.

Signature

Date

SUBMIT TO THE DISTRICT OFFICE BY October 1st.

