
Board of Trustees

And

Faculty Association

Master Contract

July 1, 2016 through June 30, 2019

2017-2018 Contract
Adopted June 13, 2018

EI Dorado Union High School District

Master Contract 2016 – 2019

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ARTICLE 1

AGREEMENT

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the El Dorado Union High School District ("District"), and the El Dorado Union High School District Faculty Association, California Teachers' Association, and National Education Association ("Association"), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
3. This total Agreement shall begin on date signed, and shall remain in effect until June 30, 2019.

ARTICLE 2

RECOGNITION

1. The District recognizes the Association as the exclusive representative for those certificated employees working under yearly contracts. Specifically excluded from representation are certificated employees who are Management, Supervisory, or Confidential. Excluded areas include: substitutes, temporary adult education teachers less than full-time, psychologists, and counselors.

2. Teacher Interns

The District may employ interns if it certifies, as required by Education Code 44830.3, that fully credentialed teachers are not available to meet the District's needs. Such interns shall be employed in conformance with all applicable requirements of the Education Code. Any interns employed under provisions of this section shall be included in the bargaining unit represented by the Association.

ARTICLE 3

DISTRICT RIGHTS AND POWERS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law, except as otherwise specified in this Agreement.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 4
GRIEVANCES

1. Definitions

- A. A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation, or inequitable application of the specific provisions of this Agreement.
- B. A "grievant" may be any employee or employees of the District or the local Association covered by the terms of this Agreement.
- C. A "day" is any day on which the District Office is open for business, except during the month of July.
- D. The "immediate supervisor" is the site principal or, in cases where no site principal exists, the immediate administrator (e.g., Director).
- E. The "Association Representative" is defined as the Site Representative, member of the Executive Board, and/or a member of the negotiations team.

2. Informal Level

- A. Before filing a formal written grievance, a grievant must attempt to resolve it by an informal conference with the immediate supervisor within ten (10) days of the alleged grievance. The grievant may state the substance of the grievance and the remedy sought in writing, and the immediate supervisor shall respond in writing within ten (10) days after the informal conference with the grievant.
- B. A grievant may be accompanied by an Association Representative at the informal level.

3. Formal Level

- A. Level I
 - 1) If the grievant is not satisfied with the decision at the informal level, within ten (10) days after the decision was rendered, the grievant must present the grievance in writing to the immediate supervisor on Level I Grievance Procedure (Form 4031-1-f).

- 2) The grievant's statement shall include a statement of the grievance (i.e., state how the grievant has been adversely affected by a violation, misinterpretation, or inequitable application of a specific provision of this agreement), the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 3) The supervisor shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 4) Within the time limits, either party may request a conference with all concerned parties.
- 5) A grievant may be accompanied by an Association Representative at any step of this level.

B. Level II

- 1) If not satisfied with the decision at Level I, the grievant may appeal the decision by submitting the Level II Grievance Procedure: Appeal (Form 4031-2-f) to the Superintendent or designee within ten (10) days after receiving the Level I decision.
- 2) This statement should include a copy of the Level 1 grievance, the decision rendered, and a statement of the reasons for this appeal.
- 3) The Superintendent or designee shall communicate a written decision to the grievant within ten (10) days after receiving this grievance. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.
- 4) Within the time limits, either party may request a conference with all concerned parties.
- 5) A grievant may be accompanied by an Association Representative at any step of this level.

C. Level III

- 1) If the grievant is not satisfied with the decision at Level II, the Association may within ten (10) days after receiving the Level II decision submit a request in writing to the Superintendent that a mediator from the California Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center,

be assigned to assist the parties in the resolution of the grievance.

- 2) 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 be non-precedential and shall constitute a settlement of the grievance.
- 3) A grievant shall be represented by an Association Representative.

D. Level IV

- 1) If the grievant is not satisfied with the decision at Level III, the Association may within ten (10) days after receiving the Level III decision submit a request in writing to the Superintendent for arbitration of the dispute on Level IV Grievance Procedure: Request for Arbitrator (Form 4031-3-f).
- 2) The Association and the Superintendent (or designee) shall attempt to agree upon an arbitrator. If an agreement on an arbitrator is not reached within ten (10) days after submittal of the request for arbitration, the Association and the Superintendent (or designee) shall request the State Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public schools. If either side is unhappy with all five (5) names, a new list will be requested from the State Conciliation Service. The order of striking shall be determined by lot. Each party shall alternately strike a name until only one name remains.
- 3) The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 4) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievances and the answers thereto at each step.
- 5) The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
- 6) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties, within thirty (30) days, the findings and recommendations.
- 7) Within ten (10) days of the arbitrator's recommendation, the

Superintendent and the grievant shall accept or reject the arbitrator's recommendation; if no action is taken, the arbitrator's recommendation will prevail.

- 8) A grievant shall be represented by an Association Representative.

E. Level V

- 1) In the event that either party is not satisfied with the findings or recommendations of the arbitrator, either may appeal the decision in writing within ten (10) days after receiving the findings and recommendations of the arbitrator to the Board of Trustees on Level V Grievance Procedure – Appeal to Governing Board (Form 4031-4-f).
- 2) The Board of Trustees alone has the power to render a final determination of grievance. The recommendation of the arbitrator shall be only advisory. If, upon review, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence, which must include statements by the grievant.
- 3) The Association President or a member of the Faculty Association Board shall be a party to the appeal process if the Association so stipulates. The Board of Trustees must have four (4) affirmative votes to overturn the ruling of the arbitrator.
- 4) The Board of Trustees will render a decision within sixty (60) days from the date the Board of Trustees, through official action, receives the appeal of the arbitrator's findings and recommendations.

F. At every level of the grievance process, the grievant shall be provided the following provisions:

- 1) A grievant may request the Association Representative to attend any grievance meeting at Level I or Level II. The grievant's immediate supervisor, upon notice of the grievant's request, shall provide the Association Representative with reasonable release time to attend the requested meeting. Any unit member requested to appear as a witness to a Level III or IV arbitration by either party shall be granted reasonable release time to attend the arbitration.
- 2) No documents, records, or other evidence shall be kept in the personnel file of any grievant, witness, or party.

- 3) If the District does not respond within any of the time limits for response at each level, the grievant may proceed to the next step of the procedure. If the grievant does not comply with any of the applicable time limits contained in the procedure, he/she shall be deemed to have waived the right to proceed to the next level.

4. Time Limits

Time limits may be waived by mutual written consent of the parties.

ARTICLE 5

ASSOCIATION RIGHTS

1. Bulletin Boards

One bulletin board will be set up in the staff lounge of each school to be used exclusively for Association and employees' benefit.

2. Use of School Facilities

- A. The Association shall have the right to make use of facilities for Association business by prior arrangement with site administrator.
- B. The Association may use school equipment (such as teacher work stations, computer network, duplicating machines, AV equipment and/or supplies) for Association business when such equipment and/or supplies is not otherwise in use and prior approval has been obtained from the administrator in charge of such equipment or supplies. Any cost for the use of supplies will be paid for by the Association at a reasonable rate set by the District. Any damage to equipment (including software) or to District facilities caused by Association use shall be paid for by the Association. District equipment and/or supplies shall not be used to call or encourage a strike.
- C. The Association shall have the right to use for Association business the district mail service, email, employee mailboxes, and the use of telephones for local calls. A copy of all information to be put in employee mailboxes will be given to the site principal prior to distribution. Employees will not use the above right to demean any other personnel within the district. The Association will be notified of such material, and the District and Association will work together to correct the abuse of this right.

3. Contact Personnel

- A. The Association may contact other employees on Association business outside of student contact hours.
- B. Representatives of the Association not employed by the District must check through the principal's office for permission to contact employees on the school premises. No Association business may be conducted during student contact hours.

4. Association Leave

Upon written request by the Association President, the District may grant up to ten (10) total days a year release time for employees designated by the Association to attend Association conferences, workshops, or business related matters. Release time for negotiations with the District is excluded from this provision. Under extraordinary circumstances, the District may extend the total number of days. The Association will reimburse the District for the cost of the substitute.

5. Association President Release Period Reimbursement

- A. The District shall, upon request, release the Association President from his/her teaching duties for a mutually agreed upon release period per day for the school year in which the president is serving. During this time, the Association shall reimburse the District the cost of salary equivalent to 20% of Step 12, Column III, plus the proportionate amount of salary-driven costs and health benefit premiums for the one period of release time regardless of the length of the release period or student contact hours in Alternative Education.
- B. The Association shall notify the Superintendent (or designee) before May 31st of the intent to obtain a release period for the president. The District shall designate the replacement and the Association shall pay the District in two equal installments corresponding with the El Dorado County Office of Education dues payments to the Association.

6. Calendar Input

Prior to the adoption of the school calendar, representatives of the Association will consult with the Superintendent or designee to provide input. The meeting will take place prior to October 1st in the year the calendar is established.

EMPLOYEE INFORMATION AND ACCESS*

7. New Hire Orientation

- A. The District shall provide the Association mandatory access to its new employee orientation.
- B. The Association will be notified a minimum of ten (10) days in advance of any such orientations.
- C. Association officers in attendance will be given release time and a substitute if necessary.

- D. The Association will provide New Hire Packets to the Human Resources Department for those occasions a new hire is given paperwork prior to any orientation.
- E. New hires include probationary, temporary, permanent, full time, part time and any other position that falls within the scope of the bargaining unit.

8. Member Data

- A. The District will provide the Association with the following information: name, job title, department, work location, home and worksite phone numbers, and worksite email addresses, and home address.
- B. Information will be provided on the last working day in September, January, and May.
- C. Information on new hires shall be provided electronically within 30 days of hire.
- D. Information on employees who experience a change in employment status (i.e. transfers, reduction in hours, retirement, etc.) shall also be provided electronically within 30 days of a change in employment status.

*CA Gov Code 3555-3559, effective July 1, 2017

ARTICLE 6

COMPLAINTS AGAINST EMPLOYEES

The District employs only persons who are properly licensed and credentialed and therefore are presumed to be competent and professional. The District trusts its employees and assumes that in all instances they conduct themselves properly. Complaints will not be deemed accurate or true unless and until the facts indicate otherwise.

1. General

- A. This procedure regulates the manner in which the administration will respond to the complaint of a parent/guardian of a pupil or other adult member of the public against an employee.
- B. A "complainant" is a person who makes an oral or written complaint and requests that personnel action be taken.
- C. The administration will attempt to obtain, at the lowest administrative level possible, a timely and appropriate resolution of any complaint.
- D. This procedure does not apply to the handling of complaints that allege criminal misconduct.
- E. At any meeting with an employee under this procedure, the employee may have an Association Representative present.

2. Procedure

A. Notification

An employee shall be orally notified of the substance of the complaint within five (5) workdays after the administrator has received the complaint. The employee shall have an opportunity to discuss the allegations with the administrator before any meeting with the complainant. If the administrator determines that the complaint is false or without merit, the employee shall be notified of that determination and no further action shall be taken and no record shall be made of the complaint.

B. Meeting with Complainant

Either an administrator or the employee may request that a meeting be scheduled involving the complainant, the employee, and an administrator. In the event the complainant is not a parent or guardian of a pupil in the school, the employee may elect not to attend.

C. Complaint Reduced to Writing

If the complaint is not resolved by the above actions or dropped and the complainant desires further action, the following will apply:

- 1) Within ten (10) workdays after the administrator notifies the complainant of his/her final disposition of the complaint, the complaint shall be put in writing.
- 2) If the complainant fails or refuses to put the complaint in writing, the complaint will be dropped. However, the administrator may continue to work toward a resolution of the issue and may take corrective action when appropriate.
- 3) The written complaint shall include the complainant's name, the specific allegations, the reason why the complainant is not satisfied with the previous attempts at resolution (if applicable), and the complainant's desired resolution of the matter.
- 4) A copy of the complaint shall be given to the employee.
- 5) Within ten (10) workdays after receiving the written complaint, the employee may file with the administrator a written response to the complaint.
- 6) The administration shall determine whether additional efforts at the site to resolve the complaint would be productive.
- 7) Employee shall receive a memo from the administrator stating the determination.

D. Appeal to the Superintendent

- 1) If the administrator determines that further efforts to resolve the complaint at the site would not be productive, the administrator shall prepare a memo to the Superintendent's designee, including his/her attempts to resolve the complaint, and shall forward the written complaint, the employee's response, and the administrator's memo to the Superintendent's designee for review.
- 2) The employee shall receive a copy of the administrator's memo to the Superintendent.
- 3) The Superintendent's designee will review the complaint, the employee's response if submitted, and the administrator's memo,

and may meet with the administrator, the employee, and/or the complainant to clarify issues and attempt to resolve the complaint.

- 4) The disposition of the complaint by the Superintendent's designee shall be final unless within thirty (30) days after receiving notification of the disposition of the complaint, the complainant requests in writing a meeting with the Board of Trustees.

E. Appeal to the Board of Trustees

- 1) If the complainant desires to meet with the Board of Trustees regarding the complaint, he/she shall request such a meeting in writing and shall include a statement regarding why the resolutions/proposed resolutions at the lower levels are not acceptable.
- 2) The Superintendent shall review the complaint and the proposed resolution at each level and shall make such recommendations to the Board of Trustees as he/she deems appropriate.
- 3) If the Board of Trustees decides to meet with the complainant, the Board of Trustees will schedule a meeting to meet with the complainant in closed session.
- 4) Before the Board of Trustees finally resolves any such complaint adversely to the employee (either at that meeting or a subsequent meeting), the employee will be provided an opportunity to meet with the Board of Trustees in closed session regarding the accuracy of the complaint and any other matter regarding the complaint.

ARTICLE 7

ORGANIZATIONAL SECURITY

1. The District will provide for the deduction from the pay of unit members and the proper distribution of monies voluntarily authorized in writing by the employee on the proper District form for the purpose of making remittance for annuities, credit union deposits, and insurance premiums.
2. The District shall not be obliged to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
3. The unit member and the Association shall hold the District harmless on account of any monies being deducted and remitted to the appropriate designee pursuant to this Article. In the event that the District fails to comply with the provisions of this Article, the previous statement shall not apply.
4. The District will carry out the agreed upon payroll deductions provided that the El Dorado County Office of Education is capable of and agreeable to making such payroll deductions.

ARTICLE 8

LEAVES

State and federal legislation establish leave provisions which are available to certificated employees. The District will adhere to the mandatory provisions of this legislation. The Association recognizes that the District shall maintain its discretionary decision making and implementation for provisions that are permissive in nature and not included in the employee collective bargaining agreement.

1. PERSONAL ILLNESS AND INJURY LEAVE

A. Full-time certificated employees are entitled to ten (10) days, fully-paid leave of absence for personal illness or injury (sick leave) per school year. Less than full-time employees shall be granted comparable leave in proportion to the time they are employed.

1) Whenever a District administrator reasonably suspects improper use of personal illness/injury leave, the administrator may require the employee to provide a doctor's written verification of illness or injury for any such day(s) of absence. That direction shall be given to the employee prior to the day(s) of absence. Failure to provide the doctor's written verification shall result in the employee being placed in unpaid status for the days of absence for which a doctor's verification was required until such verification is received by the District.

2) An employee shall, at the earliest reasonable time, inform school administration, the certificated substitute program, or such other person as may be designated, of his/her absence(s).

B. An additional five (5) months of differential-paid leave is available for personal injury or illness after an employee has exhausted all available fully-paid sick leaves, including current year allocation and amount accumulated. This leave runs concurrently with the Family and Medical Leave provisions.

1) Compensation shall be the employee's regular daily pay less:

a) the sum actually paid a substitute employed to fill the employee's position during his/her absence (or to replace another regular employee who temporarily replaces the absent employee),

or

b) the amount that would have been paid a substitute had a substitute been employed.

- 2) For extended leaves due to a serious health condition, the employee shall provide a health care provider's certification that due to the serious health condition, the employee is unable to perform the essential functions of his/her job, the probable duration of the condition, and the date on which the serious health condition commenced.
- 3) The five-month period begins immediately after the use of the employee's current year illness/injury leave allocation and accumulated leave.
- 4) Prior to returning to work, the employee shall provide a health care provider's certification that the employee is able to perform the essential functions of his/her job.
- 5) If the employee remains absent after use of the five-month differential pay leave, the employee shall be in unpaid status and placed on a reemployment list.
- 6) A leave shall be granted for a disability caused by pregnancy when the attending physician certifies in writing that the employee is physically disabled and cannot perform regularly assigned duties.
- 7) The period of paid leave shall be limited to the period of medical disability as verified by the physician.
- 8) The employee shall first use all available sick leave for this purpose.
- 9) If the period of verified disability extends beyond the available sick leave, the employee is entitled to up to five additional months of differential paid leave as detailed in Section 2 above.

C. Industrial accident and illness leaves are available to employees for injury or illness arising directly out of and in the course and scope of their employment. In each fiscal year, allowable leave for certificated employees for any single industrial accident or illness shall be for sixty (60) days.

2. FAMILY AND MEDICAL LEAVE

A. Federal and State legislation provides for unpaid leave for the 1) birth of a child; 2) placement of a child in the employee's family for adoption or foster care; 3) serious health conditions of the employee's child, parent or spouse/domestic partner; and 4) employee's own serious health condition.

- 1) Up to twelve (12) work weeks of unpaid leave is available to an employee in any one fiscal year (July 1-June 30).
- 2) An employee needs to have been employed for the District for at least one full year and for at least 1,250 hours of service.
- 3) When the need for the leave is foreseeable, a thirty (30) day advance notice before the leave begins is required. The notice shall be given as soon as practicable if the need for leave was not foreseeable.
- 4) The District may request a medical certification of the need for the leave.
- 5) The medical, dental and vision benefits shall be maintained at the amount the employee would have normally received for the duration of the leave.

3. PARENTAL LEAVE

A. In addition to the above provisions, State legislation also provides for differential-paid leave for the purposes of parental leave for child-bonding for the 1) birth of a child; 2) placement of a child in the employee's family for adoption or foster care.

- 1) Up to twelve (12) work weeks of differential-paid leave is available to an employee in any one fiscal year (July 1-June 30). The twelve (12) week period is reduced by fully-paid sick leave taken for parental leave.
- 2) When the need for the leave is foreseeable, a thirty (30) day advance notice before the leave begins is required. The notice shall be given as soon as practicable if the need for leave was not foreseeable.
- 3) The medical, dental and vision benefits shall be maintained at the amount the employee would have normally received for the duration of the leave.

4. FAMILY CARE LEAVE

- A. Family Illness Leave: An employee may use up to six (6) days of their accrued sick leave during each contract year for reasons of family illness.
- B. An employee may use provisions found in the Family and Medical Leave section to care for family members for an extended period of time on unpaid leave of absence.
 - 1) The District may require medical certification or verification of the leave.
 - 2) If medically necessary, the leave may be taken on an intermittent or reduced leave schedule.
- C. In addition to the provisions in law, the District provides compensated differential leave for up to thirty (30) work days in any one year in order to care for a critically ill or injured immediate family member when care is required and others are not available to care for the immediate family member.
 - 1) Unused family care leave does not accumulate from year to year.
 - 2) The District may require the employee provide medical certification or verification, including, but not limited to, a physician's statement of the need for and/or use of such leave for the described purpose.
 - 3) Compensation shall be the employee's regular daily pay less:
 - a) the sum actually paid a substitute employed to fill the employee's position during his/her absence (or to replace another regular employee who temporarily replaces the absent employee),
 - or
 - b) the amount that would have been paid a substitute had a substitute been employed.
 - 4) If more than nineteen (19) consecutive workdays are taken, the District will be required to charge the daily rate of a long-term substitute.

5. PERSONAL LEAVES

- A. Personal necessity leave: Employees may use up to seven (7) days of their accrued sick leave during each contract year for reasons of personal necessity.
- 1) Such leave shall not be used to extend a holiday or vacation, for recreation, engaging in or seeking other employment, concerted activities, or any illegal action. Unique and compelling circumstances will be considered.
 - 2) Employees may use an additional three (3) days [(maximum of ten (10))] of their accrued sick leave for adoption or birth of a child.
 - 3) Except in cases of emergency, the employee shall notify the supervisor at least three (3) days in advance of his/her intended use of personal necessity leave. In cases of emergency, as much advance notice as is possible will be given.
 - 4) The employee may be required to verify to the Human Resources Office that such leave was not used for any of the prohibited reasons described above.
- B. Bereavement: Employees are entitled to a leave of up to three (3) days, or five (5) days if out-of-state travel is required, upon the death of any member of the employee's immediate family.
- 1) No deduction shall be made from the employee's salary, nor shall any leave be deducted from any other leave to which the employee is entitled.
 - 2) Members of the immediate family include the mother, father, grandmother, grandfather or grandchild of the employee or of the employee's spouse or registered domestic partner; the employee's spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister; or any relative living in the employee's household.
- C. Catastrophic Leave: The District maintains a catastrophic leave program and the methods of administration of the program shall be within the exclusive discretion of the District, in concert with legally mandated provisions and administrative regulations.
- 1) The Human Resources Office shall determine whether an employee is expected to be incapacitated for an extended period of time due to illness or injury and whether such time off will create a

financial hardship on the employee because he/she has exhausted all of his/her sick leave and other paid time off.

- a) Physician-prescribed pregnancy related disability may justify use of donated leave.
 - b) Donated sick leave may be used after the absent employee's full-paid sick leave is exhausted even though the five months' differential sick leave period has not been exhausted.
 - c) Illness or injury that incapacitates a member of the employee's immediate family, whose incapacity requires the employee to take time off from work for an extended period of time for care-giving, may justify use of donated sick leave.
- 2) If a determination is made that catastrophic leave is justified, the Human Resources Office, in cooperation with the Association President, shall solicit donations of sick leave credit from employees in amounts that the Human Resources Office determines are appropriate under the circumstances.
 - 3) Upon the cessation of need for such donated sick leave, the unused sick leave shall be banked for future use. The donor may not revoke the donation.
 - 4) The maximum amount of donated leave that any employee may use during a school year is thirty (30) days.
- D. Legal Duties: An employee shall not incur a deduction from salary for an absence when subpoenaed to be a witness in court in a case in which the employee is not an interested party. Employees called for regular jury duty (not grand jury) shall not incur a deduction from salary during their absence.
- E. Sabbatical Leaves: Sabbatical leaves are granted at the discretion of the Board of Trustees and, if granted, follow the mandatory provisions of the law and the administrative regulations of the District.
- 1) In no case will the number of approvals exceed two percent of the FTE teaching staff in any one year.
 - 2) Compensation for teachers shall be fifty percent of whatever the portion of employment/salary the teacher received during the year the leave was granted.

- 3) Each employee who is granted a sabbatical leave is required to furnish to the school district a suitable bond in an amount equal to the total compensation and benefits to be paid to the applicant during leave of absence.
- 4) The State Teachers' Retirement System's regulations will be followed regarding effects of sabbatical leaves on retirement.
- 5) No step credit will be given for the year the employee is on sabbatical leave.

6. MILITARY LEAVES

Military leaves are administered according to legal mandates.

7. EXTENDED LEAVE OF ABSENCE

- A. The District may grant a leave of absence to an employee not to exceed one year duration. The employee must notify in writing the Superintendent (or designee) by February 1 whether or not he/she intends to return from the designated leave the following school year. If no such notification has been received by the Superintendent (or designee), the employee shall be considered to have resigned that portion of his/her assignment designated as a leave.
- B. The Superintendent (or designee) will notify, in writing, employees granted leave that he/she must notify the District, by February 1, of his/her intent to return.
- C. No extended leave shall be granted during the school year unless a satisfactory replacement can be obtained.
- D. No salary increment shall be granted for time spent on leave.
- E. Employees may request a less than full-time leave of absence; the decision to grant such leave is within the discretion of the District. All extended leave provisions apply to such requests.
- F. A request to renew a leave shall follow the above provisions and shall include notice to the District as to whether or not the employee intends to return to full-time employment in the event the renewal is denied.

ARTICLE 9

EMPLOYEE HOURS

1. Duty Time

- A. The duty day shall be seven (7) hours and twenty-five (25) minutes. Employees will report (30) thirty minutes prior to the commencement of regular instruction at each school site and shall remain at the school site for at least five (5) minutes after the last instructional period, the intent being that teachers should not leave the campus prior to the normal departure of students. Employees with schedules that are an exception to the regularly scheduled school day will make arrangements with the site principal or designee to meet contractual time obligations.
- B. The District or employees at a site may not change the length of the duty day without the written concurrence of the District and the Association. Any change will be reviewed at the close of each year.
- C. The District or certificated staff at a site may propose changes to the structure of the duty day. Before any change takes effect, it must be 1) ratified through the election process by a majority of the employees at the affected site, 2) approved by the site principal. The change will be reviewed at the close of each year.
- D. Unless modified by 1B above, part-time employees shall report thirty (30) minutes prior to the start of their assignment and remain at least five (5) minutes after their last instructional period.

2. Availability

- A. The employee shall be available for student conferences, parent conferences, Federal, State, and District mandated professional responsibilities during duty time, on in-service days, pre-service days, collaboration days, and at the end of the school day upon 48 hours notice or teacher consent. Such duty shall not be required on weekdays prior to one-half ($\frac{1}{2}$) hour before the first assigned class and up to one and one-half ($1\frac{1}{2}$) hours after the employee's last assignment, or on non-school days, except by mutual consent.
- B. Each individual school site shall keep a record of teachers who attended Individual Education Plan (IEP), 504 Plan and Student Study team (SST) meetings (Form 4115-K). When feasible, IEP meetings will be scheduled during the employee's duty day. Site representatives and the principal shall review this record every nine (9) weeks. The Association and the District shall meet in December and may to review these records. The

intent of these meetings is to review the frequency of employees attending IEP, 504 Plan and SST meetings and to review the number of meetings scheduled within and outside of the employee's duty day.

- C. The employee will be responsible for and may be assigned to campus supervision by the site administrator during the duty day.

3. Lunch Break

Employees are to be provided a thirty (30) minute duty-free lunch break, with the option of leaving campus during this time upon notifying the administration.

4. Teaching Periods

A. Comprehensive School Sites

An employee's assignment will be up to five (5) classes per day, with a maximum of twenty-five (25) teaching periods per week. In addition, an employee may be held responsible for a homeroom assignment or an advisory period or its equivalent during duty hours.

B. Alternative Education Programs

- 1) An employee's assignment will be up to six (6) classes per day with a maximum of thirty (30) teaching periods per week. The number of class periods per day for a school year will be decided by mutual agreement between the site administrator and a majority of the teachers at the site. If mutual agreement cannot be reached, the alternative site will follow a comprehensive school schedule.
- 2) Employees assigned to a non-classroom program will be assigned students based upon twenty-five (25) ADA per instructor. Employees assigned to a non-classroom program will also be assigned five (5) hours of preparation time per week. All employees in alternative programs will have a thirty (30) minute duty-free lunch per day.

5. Preparation/Conference Period

- A. A preparation/conference period equal to the length of a standard teaching period will be provided for all employees, unless the employee is assigned at two (2) or more sites in the District. In this case, the employee will be reimbursed for mileage, but not compensated for travel time.
- B. If an employee is assigned to more than one site, the District, at the request of the employee, will make up to a twenty (20) minute adjustment

in the starting or ending time as prescribed by the contract.

- C. The preparation/conference period is not applicable to any non-classroom assigned certificated personnel. A standard teaching period is one established by the respective sites as listed in 4A and 4B.

- D. Employees, in pressing circumstances, may leave during their preparation/conference period for the El Dorado County Office of Education, the District Office, or to obtain supplies for classroom related activities, and emergencies, upon notification to the administration. Notification shall consist of signing out in the log located in the administrative office. When signing out, the employee shall note the reason for leaving (as specified above), the destination, and time. The employee must return to the building and sign in at least ten (10) minutes prior to the end of the preparation/conference period.

- E. Part-time teachers shall be assigned a conference period per the following schedule:

PART-TIME ASSIGNMENT	# PREP PERIODS PER WEEK
.20	1
.33 (4x4 schedule)	2
.40	2
.60	3
.66 (4x4 schedule)	4
.80	4

The preparation/conference period(s) shall be determined by the site administrator after consultation with the employee. Such assignment may be flexible based upon the schedule of the school: traditional day, block schedule, modified block schedule, 4x4, etc.

6. Additional Periods

A teacher may voluntarily teach an additional period (beyond his/her contracted) for one-fifth (1/5) of his/her annual salary or, in the case of schools with a 4x4 schedule, one third (1/3) of his/her annual salary. In the event a teacher is hired to teach an additional period less than the entire year, the teacher will be

compensated at one-fifth (1/5), or in the case of schools with a 4x4 schedule one-third (1/3), of his/her daily rate from the start date of the assignment through the end of the assignment. The daily rate is calculated as follows: annual salary divided by 182 duty days.

In addition, the following conditions must be met:

- A. Request to teach an additional class must be made in writing to the site principal. The Director of Guidance as well as the appropriate department head(s) must be copied.
- B. The teacher will not be allowed to teach more than one (1) semester out of three (3), except in special circumstances as determined by the principal.
- C. The teacher must be highly qualified and credentialed in the subject taught.
- D. The principal will consult with the Director of Guidance and the appropriate department chairpersons on selection of the teacher.
- E. Following the above guidelines, the principal will make every attempt to rotate teachers within the department of these assignments.
- F. 5A, of this Article will not be in effect for those teachers working an additional period.
- G. Employees who volunteer to teach an extra class may find the standard seven (7) hour and twenty-five (25) minute duty day exceeded because of scheduling requirements. Consideration of the increased workload and extended day will be limited to the additional payment equal to one-fifth (1/5) of his/her annual salary or, in the case of schools with a 4x4 schedule, one third (1/3) of his/her annual salary. In the event a teacher is hired to teach an additional period less than the entire year, the teacher will be compensated at one-fifth (1/5), or in the case of schools with a 4x4 schedule one-third (1/3), of his/her daily rate from the start date of the assignment through the end of the assignment. The daily rate is calculated as follows: annual salary divided by 182 duty days.

7. Assigned Additional Periods

A teacher may be assigned to teach an additional period (beyond his/her contracted) for one-fifth (1/5) of his/her annual salary or, in the case of schools with a 4x4 schedule, one third (1/3) of his/her annual salary if the opportunity to volunteer has been offered to all qualified teachers at that site and no volunteer has been obtained. In the event a teacher is assigned to teach an additional period less than the entire year, the teacher will be compensated at one-fifth

(1/5), or in the case of schools with a 4x4 schedule one-third (1/3), of his/her daily rate from the start date of the assignment through the end of the assignment. The daily rate is calculated as follows: annual salary divided by 182 duty days.

- A. No teacher at a comprehensive school will be assigned to teach an additional period for two (2) semesters in a row for a semester class, or for two (2) years in a row for a year-long class.
 - 1) If the need for a teacher to teach an additional period in the same class occurs for a second semester in a row for semester classes, or a second year in a row for year-long classes, and no qualified volunteer can be found, the District will follow regular posting procedures.
 - 2) If no qualified applicant is available, another qualified teacher may be selected to teach an additional period.
- B. No probationary teacher will be required to teach an additional period.
- C. A teacher assigned an additional period will not have his/her duty day extended beyond the standard seven (7) hour and twenty-five (25) minutes unless they waive in writing the limitation. The site principal will maintain the waiver until the duty has been fulfilled.

8. Employees Assigned to Multiple Sites

- A. An employee scheduled to work at more than one site is required to inform the site administrator or designee of any variances to his/her normal daily work schedule prior to those variances.
- B. Employees required to report to two (2) schools for a teaching assignment during the employee's regular teaching day will be reimbursed for mileage at the rate of the District's reimbursement schedule or will be furnished transportation.
- C. If an employee is assigned to more than one site, the District, at the request of the employee, will make up to a twenty (20) minute adjustment in the starting or ending time as prescribed by the contract.

9. Involuntary Assignments

An employee will not be involuntarily assigned to extracurricular duties outside of the regular workday.

10. Exceptions

An employee under contract to a college, Central Sierra Regional Occupational Program (ROP), or assigned to alternative schools, and special education programs may vary the procedures in this Article by mutual consent of the employee and administrator in charge.

11. Librarians

A librarian who serves at the request of the District more than the number of days stipulated in this Agreement shall be compensated at his/her daily rate of pay for those extra days.

12. Teachers Assigned in Agriculture Department

An agriculture teacher will be paid his/her daily rate of pay for a maximum of 38 days beyond the normal contracted teacher work days for project supervision and county/state fair activities.

13. Nurses

A nurse who serves at the request of the District more than the number of days stipulated in this Agreement shall be compensated at his/her daily rate of pay for those extra days.

ARTICLE 10

PROFESSIONAL DUTIES/SUPERVISION/SPECIAL ASSIGNMENTS

1. Contractually required professional duties involve all staff members and are not considered as supervision duties. Contractually required duties are: Back to School Night, Open House and Graduation. School sites may opt to hold two (2) Back to School Nights in lieu of a Back to School Night and an Open House.
2. Supervision duties refer to duties outside the employee's regular duty hours, such as:
 - A. Athletic Event Supervision
 - B. Class or Club Activities (activities open to the entire student body)
 - C. Dances
 - D. Other School Student-Sponsored Activities
3. Two (2) assigned supervision duties that are discharged outside the employee's regular duty hours will be distributed as equitably as possible. The employee may sign up for desired activities when the Master Activities Calendar is presented by the principal, or designee.
 - A. The calendar of supervision duty assignments will be presented no later than the end of the first week of school.
 - B. The Master Activities Calendar with supervision duty assignments will be printed within seven (7) working days after the presentation of the calendar.
 - C. Employees not signing up for supervision duties during the first two (2) days of the sign-up period can be assigned by the principal, or designee (some duties will not be open to the general staff - duties requiring special skills, e.g., timers and scorers at athletic events), but in no case will an employee receive fewer duty hours than the open assignments.
 - D. Activities added to the calendar after the sign-up period will use volunteer supervision obtained by the sponsor. Part-time employees working one (1) period or two (2) periods shall be assigned one (1) supervision duty that is discharged outside the employee's regular duty hours.
4. All employees will serve two (2) supervision duties at a maximum of eight (8) hours. (Regardless of the maximum of eight hours, all duties will be served in their entirety.) If the sum of both supervision duties exceeds eight (8) hours, and

the employee has been directed by administration to work additional time, the employee will be compensated at the hourly rate for special assignments.

If sufficient volunteers are not available, the administration may assign employees according to the procedures in place on each campus.

5. An employee missing an assigned duty can be assigned an additional duty by the principal or designee and may be given a letter of reprimand.
6. An employee may exchange supervision duties with another employee or they may cover for another employee by notifying the site administrator prior to the duty.
7. An employee who has had his/her supervision duty canceled will have an opportunity to choose from among the uncovered duties before reassignment.
8. Saturday, Sunday, and holiday supervision or professional duties will be on a volunteer basis only.
9. Librarians and nurses will not be assigned supervision duties.
10. An employee who is a teacher of record for a Home and Hospital student should reference Home and Hospital Procedural Instruction for Students with a Temporary Disability (Form 6183E-f) and Home and Hospital Instruction Administrative Regulation (AR 6183). The teacher of record is responsible for issuing and grading assignments and assessments.
11. Certificated special assignments require prior administrative approval. The hourly rate of pay for certificated special assignments is \$35.00.

Special assignments may include but are not limited to:

- A. Curriculum Writing
- B. Curriculum Adoption
- C. Staff Development and Planning
- D. Home/Hospital Instruction
 - 1) Faculty shall be paid the hourly rate to provide individual instruction to students assigned to home and hospital with a temporary disability.
 - 2) "Temporary disability" means a physical, mental, or emotional disability incurred while a student is enrolled in regular day classes or an alternative education program and

after which a student can reasonably be expected to return to regular day classes or an alternative educational program without special interventions.

- 3) "Individual instruction" means instruction provided to a student in a hospital or other residential health facility, in the home, or under other circumstance prescribed by the Superintendent or designee.

E. Academic Support including, but not limited to:

- 1) Academic Recovery
- 2) Intersession
- 3) Summer School
- 4) Tutoring Centers
- 5) After-School Academic Assistance

F. Saturday School

ARTICLE 11

STAFFING

1. The individual comprehensive school's average class size will not exceed 31.57 by the end of the second week of the second semester, or in the case of the Virtual Academy or Union Mine (4x4 schedule), the second week of the second term. The Association and the District shall meet by the end of the third week in November to review the progress towards meeting this contract provision. The Association and District will meet again in December to finalize the initial adjustments.
2. A staffing ratio of teachers to students will not exceed 26.64 to 1 at the continuation high schools.
3. When determining class size, the District will not use the following sections in its calculation:
 - A. Special Education classes
 - B. CSROP classes
 - C. Any classes that are funded by restricted/categorical federal funds
 - D. Teacher's Aides
 - E. Independent Study Program Students
4. To calculate the school's average class size, divide the number of students in eligible sections by the number of eligible sections allocated, using the current student records database.
5. Enrollment will be projected in consultation with demographic data. Significant unanticipated enrollment in August will be addressed by the "meet and confer" process (Article 22).
6. In February of each year the Association and the District will meet to review the current year's staffing and the plan for staffing the following year.
7. The Association and the District shall meet by the end of the third week of the first semester and by the end of the second week in May to review the individual comprehensive school's average class size.

8. Classroom Workstations

- A. Classrooms for which it is imperative that the number of enrolled students does not exceed the number of workstations are those that would create a health/risk hazard (e.g., classrooms in which students have access to or use sharp or heavy objects, caustic substances, poisonous gases, tools, machinery or other harmful elements). The number of students enrolled in these classrooms shall be limited to the actual number of workstations.
- 1) The Administration must determine on a case by case basis in which workstation classrooms overcrowding by ten (10) percent would create a health/risk hazard.
 - 2) In the event that the teacher disagrees with the determination, he/she has the right to address that with the Administrator who made the decision. The Administrator will provide a written response to the teacher. The decision will be noted on the Workstation Matrix (See 7.B.).
 - 3) In no instance will class enrollment exceed by more than ten (10) percent the number of agreed upon workstations.
- B. The agreed upon Workstation Matrix (resulting from the 2013-14 school year workstation study utilizing existing classroom configurations) will serve as the benchmark. If a concern is raised about the number of workstations due to structural modifications, or new use of a classroom, that classroom will be reexamined (as designated below), and the Workstation Matrix will be updated.
- C. The Workstation Determination Committee comprised of the classroom teacher, appropriate department chair, the Principal or designee, and the District Risk Manager (or designee) will determine by majority vote the number of workstations in the room. This decision should be based upon practical considerations including, but not limited to: available space, class size, classroom configuration and circulation, and a determination of what constitutes a “workstation” in each different setting. This decision will be reached within one (1) week of the problem being brought to the attention of the site administrator by written description.
- D. In the event that one of the parties involved cannot accept the majority vote, the District’s and the Association’s “meet and confer” process may be invoked. Representatives of these two (2) bodies will render findings and a recommended solution within two (2) weeks of the “meet and confer” being requested.

9. When more than one section of a course is offered, the difference in enrollment shall not vary more than eight (8) pupils per section, unless requested by or agreed to by the employee. This does not include a section where two (2) teachers are assigned as a team teaching class.
- A. By the Tuesday of the second full week of a semester/term, each Principal will report to the site-building representative(s) which courses and teachers are out of compliance.
 - B. By the end of the second full week of each semester/term, if courses remain out of compliance, each site Principal will meet collectively with the teachers whose courses are involved and explain the reasons for class size imbalance and the possible solutions. The District and the Faculty Association will make every effort to comply with the terms of the contract. In cases where the District feels that meeting the requirement will have a detrimental effect on the students, the District will request a waiver. At the conclusion of the meeting, the District will give the waiver form to the teacher(s) and they will be encouraged to confer with their department before signing the waiver.
 - C. Throughout the semester, the District will maintain class balance in compliance with this article.

ARTICLE 12

TRANSFERS

1. Site Transfer

A. Voluntary

- 1) Consistent with operational needs of the District and students, the District will make every reasonable attempt to make transfers voluntary based upon the mutual consent of the employee.
- 2) Qualified employees will be notified, and will have the opportunity to submit a letter of interest to Human Resources, for positions that are available or become available in the District. Prior to interviewing non-district applicants, permanent and probationary employees will be given first consideration. First consideration will include an interview with the Principal and one (1) or two (2) department faculty members. The Principal will make a recommendation to the Superintendent or designee who will make the final determination as to whether or not the transfer is granted.
- 3) The District will make every attempt to make transfers voluntary based upon the mutual consent with the employee.

B. Involuntary

- 1) If any involuntary transfer becomes necessary, the method of selection will be based upon the best qualified as determined by the District in consultation with the affected departments.
 - a) A formal meeting between the site Principal and the affected employee will be held to review the specific reasons for the transfer and make arrangements to meet with the Principal and the department chair at the new site. The employee will be given a written statement of the specific reasons for the transfer.
 - b) At the request of the affected employee, the Assistant Superintendent - Human Resources will meet with the affected employee to provide more information as to the specific reasons for the transfer and answer any questions.
 - c) If the employee is not satisfied with the written reasons for transfer, the "meet and confer" process may be invoked.

- d) A formal meeting between the transferred employee, the Principal, and department chair at the new school will be held to welcome and orient the new employee within ten (10) working days of the final decision to transfer.
 - e) An employee will not be involuntarily transferred to areas he/she is not qualified by credential to teach.
- 2) Involuntary transfers will not be punitive or disciplinary in nature.
 - 3) An employee involuntarily transferred after the start of the school year into subject areas (e.g., English to Math or Special Education to a mainstream subject) not taught within the past five (5) years will be given one (1) to three (3) days paid release time for preparation for the new classes.
 - 4) For these classes in new subject areas, the formal evaluation instrument will not be completed until at least February or thirty (30) days prior to the end of the school year, even if thorough observations of the employee have taken place earlier.
 - 5) Department chairpersons shall help involuntarily transferred employees prepare for their assignment prior to the beginning of their assignment.

2. Assignment Transfer

- A. An assignment transfer refers to any District action that results in the movement of an employee from one department to another department.
- B. Qualified employees requesting an assignment transfer will notify the site Principal by submitting a letter of interest annually. Prior to interviewing non-district applicants, permanent and probationary employees will be given first consideration. First consideration will include an interview with the Principal and at least one department faculty member. The Principal will make a recommendation to the Superintendent or designee who will make the final determination as to whether or not the transfer is granted.
- C. An employee who receive an involuntary assignment transfer after the start of the school year into subject areas not taught within the five (5) years will be given one (1) to three (3) days paid release time for preparation for the new class(es). A transferred employee, upon request, will be provided administrative or peer support in the new subject areas.
- D. For classes in new subject areas, the formal evaluation instrument will not be completed until thirty (30) days prior to the end of the school year even though observations of the employee have taken place earlier.

ARTICLE 13

EVALUATION PROCEDURES

All employees shall be evaluated. The evaluation of all employees is the responsibility of the District. Evaluation is an objective process using proven methods of assessing teacher performance. Such assessments must be written, based on accepted guidelines for observation, and aligned with California Standards for the Teaching Profession.

1. Probationary Employee Evaluation

The service of each probationary employee shall be evaluated annually by the District.

2. Permanent Employee Evaluation

The service of each permanent employee shall be evaluated as follows:

A. The site principal shall determine the actual frequency of evaluation for individual employees.

B. At least every other year for personnel with permanent status, or

C. At least every five (5) years for personnel with permanent status who have been employed at least ten (10) years with the school district, are highly qualified (as defined in 20 U.S.C. Sec. 7801) and whose previous year-end, overall evaluation rated the employee as Effective or Highly Effective, if the Principal and the certificated employee being evaluated agree. The Principal will provide the reasoning for the decision to not grant a waiver in writing to the respective teacher, upon request.

D. A permanent employee may request to be evaluated by some other certificated employee, but any such assignment shall be within the discretion of the District.

E. Employees being evaluated may request assignment to a particular administrator, but any such assignment is subject to the discretion of the District.

F. If subject matter competency of the employee is to be evaluated (Standard 3), the employee or evaluator may request a Department Chair or Support Provider to assist the evaluator in the evaluation. The evaluation will be scheduled within a reasonable time in order to facilitate the inclusion of the Department Chair and/or Support Provider.

- G. If an employee is not required to be evaluated in a particular school year but wished to be evaluated, the employee may request such evaluation in writing with the reasons therefore and filed with the site administrator no later than September 1. The evaluation shall be provided unless, in the opinion of the site administrator, doing so would not be feasible.

3. Evaluation Process

An assigned administrator, or someone approved by the administrator (as stipulated by 4E), will be responsible for continual evaluations. Other personnel may aid in the process. Procedures are as follows:

- A. On or about September 1, each employee being evaluated will be notified as to whom his/her evaluator will be.
- B. Employees being evaluated shall attend an orientation meeting where the process will be reviewed and all approved forms will be delivered. An employee unable to attend the orientation meeting will schedule a meeting with his/her evaluator to review the process.
- C. Prior to October 1, the employee and evaluator will meet to discuss and complete the Evaluation Goal-Setting Form (Form 4115-A2) and review the Standards and Assessment Manual (Form 4115-J).
- D. For probationary teachers, the Mid-Year Evaluation Form (Form 4115-E) will be reviewed on or about December 1 to discuss evaluator commendations and/or recommendations for improvements. Probationary employees will receive their Year-End Evaluation Form (Form 4115-F) on or about March 1. Should a probationary employee receive notice of non-re-election, the District is not obligated to conduct additional observations and/or evaluation.
- E. Prior to March 1, the evaluator will observe the employee's performance on at least two separate occasions. These two observations will occur on an agreed upon date and period. They will include a pre-conference. The Pre-Observation Conference Form (Form 4115-B) will be used to guide the conference. The evaluator will meet with the employee after each observation, review the observation with the employee, and deliver the completed Formal Observation Form (Form 4115-C) to the employee, within ten (10) workdays. The employee may within ten (10) workdays thereafter file with the evaluator a written response to the formal evaluation summary on Form 4115-I.

Additional observations may occur, including observation conferences. The Formal Observation Form (Form 4115-C) may be used.

- F. Feedback from informal evaluations that is documented will be done on Classroom Walk-Through Observations (Form 4115-D).
 - G. Thirty (30) days prior to the year-end evaluation conference, the administrator will request data regarding Standard 6 (Developing as a Professional Educator) from the Standards and Assessment Manual (Form 4115-J) from the teacher.
 - H. The final Year-End Evaluation Form (Form 4115-F) will be delivered to the permanent employee at least thirty (30) calendar days prior to the last day of school as indicated on the school calendar. If a permanent employee receives a Needs Improvement or Unsatisfactory on the final Year-End Evaluation (Form 4115-F), the evaluator and evaluatee will meet to complete the Improvement Plan Form (Form 4115-H).
 - I. Within ten (10) workdays after the employee receives, either the Mid-Year Evaluation Form (Form 4115-E) or Year-End Evaluation Form (Form 4115-F), the employee may respond in writing on the Evaluation Written Response Form (Form 4115-I) to the Human Resources Office. The employee's response shall be attached to the copy of the evaluation in the personnel file and be a permanent part of the personnel file.
 - J. An employee's file may be reviewed by the employee when a representative of the District is present.
 - K. By submitting the Agreement for Certificated Evaluation Extension (Form 4115-G), the dates in this Article shall be changed upon mutual agreement.
4. Alternative Evaluation Procedures

Based on the following criteria, an employee may be evaluated by a non-management certificated employee.

- A. Only permanent employees who have received Effective or Highly Effective ratings on their most recent year-end, overall evaluation may request the alternative evaluation process.
- B. An administrator responsible for the evaluation of an employee may request that another employee handle the observation and evaluation.
- C. Both the employee being evaluated and the administrator involved must agree on the employee who is responsible for the observation and evaluation.
- D. Only permanent employees may provide observation and evaluation responsibilities for other employees.

- E. Employees who provide observation and evaluation duties must be Support Provider trained and certified by the District. The District will be responsible for ensuring that the training and deadlines for certification are met.
- F. Employees who provide observation will be provided release time for the goal-setting conference, pre-observation conferences, formal observations, post-observation conferences and the end of year conference. If any of the aforementioned conferences or observations occur during an observing employee's preparation or unscheduled period, the employee shall be compensated at the hourly rate for certificated special assignments. In addition, employees who provide observation shall be compensated for one (1) hour per formal observation write-up and one (1) hour for the end of year write-up at the hourly rate for certificated special assignments.
- G. District timelines must be adhered to.
- H. All evaluative documents must be reviewed and approved by the responsible administrator.
- I. If the site administrator or designee determines that peer evaluation and/or remediation is inadequate, a new evaluator may be assigned by the site administrator.

5. Probationary Teacher Assurances

First and second year teachers will be required to complete the Beginning Teacher Support and Assessment Program (BTSA) as a condition of employment and California credentialing.

6. Bargaining Unit Members Who Are Not Classroom Teachers

Bargaining unit members who are not classroom teachers shall be evaluated by the evaluator on the effectiveness of the employee meeting the employee's goals and objectives, and in performing the responsibilities contained in the job description. Goals and objectives will be established by the employee following the same time lines as classroom teachers, and the final evaluation report issued at least thirty (30) days prior to the last school day on the school calendar and shall be in narrative form.

ARTICLE 14

TEACHER ASSISTANCE PROGRAMS

1. Statement of Purpose and Program Components

There shall be Teacher Assistance Programs for all unit members who are classroom teachers. The purpose of these Programs is to provide collegial support from a teacher who is a trained Mentor and to assure quality teaching. The Programs, depending on the availability of state funding, may include, but not be limited to, Teacher Induction Program and Permanent Teacher Assistance Program.

2. Teacher Induction Program

A. Teacher Induction Program is provided as a Teacher Assistance Program, serving teachers new to the profession per state, county, and District mandates for the Program.

B. The Teacher Assistance Program Coordinator will receive an annual stipend. Responsibilities include:

- 1) Planning and facilitating an introduction to the Teacher Assistance Program for teachers new to the profession.
- 2) Attending regularly scheduled meetings.
- 3) Communicating regularly with the Assistant Superintendent - Human Resources.
- 4) Disseminating information in a timely fashion regarding program activities, etc., to Mentors and Beginning Teachers in the District.
- 5) Ensuring that Mentors and Beginning Teachers understand how to access allocated Teacher Assistance Program funds to support professional development and program activities.
- 6) Collecting required forms and other information from participating teachers as required by the state or the consortium.
- 7) Meeting with participating teachers in the District to ensure they are receiving program services as planned.
- 8) Providing feedback and evaluative information regarding program activities and implementation to the Assistant Superintendent - Human Resources.

C. Mentors

- 1) The Mentor is a colleague who has demonstrated effective teaching strategies, expressed an interest in mentoring, and has been selected by mutual agreement between the Teacher Assistance Program Coordinator and the Assistant Superintendent – Human Resources. Mentors must meet Teacher Induction Program Mentor qualification guidelines and participate in approved Mentor Training.
- 2) Teacher Induction Program Mentor responsibilities include:
 - a) Development of a sustained and thoughtful mentoring relationship with each beginning teacher, characterized by openness, listening, sharing, and reflection.
 - b) Guiding the beginning teacher through formative assessment activities, including inquiries, assessment, activities, and development of an Individual Induction Plan (IIP).
 - c) Modeling effective instructional skills and a commitment to ongoing professional growth.
 - d) Holding regularly scheduled support sessions with new teachers on site for at least one (1) hour per week, meeting as needed for on-call assistance and ongoing informal discussions, and completion of all required non-evaluative classroom observations.
 - e) Participation in all Mentor training required by the program in order to become knowledgeable about new teacher research, the California Standards for the Teaching profession, and formative/summative assessments.

Maintenance of confidentiality and a professional relationship with the beginning teacher.

3. Permanent Teacher Assistance Program

- A. The Permanent Teacher Assistance Program serves permanent teachers as indicated below:
 - 1) Permanent teachers who receive an overall rating of “Unsatisfactory” on the Year-End Evaluation Form (F4115-F).
 - 2) Permanent teachers who receive an overall rating of “Needs Improvement” on the Year-End Evaluation Form (F4115-F).

- 3) Permanent teachers who volunteer to participate.

B. Mandatory/Required Teacher Participation

- 1) Teachers receiving an overall rating of “Unsatisfactory” on their evaluation form will be referred for mandatory/required participation by the evaluator for assistance under the Program, and shall be assigned a Mentor by the District.
- 2) Assistance provided by the Mentor shall focus on the specific areas recommended for improvement in the Participating Teacher’s Improvement Plan (Form 4115-H).
- 3) Communication and consultation between the Participating Teacher, Mentor, and site evaluator shall be ongoing.
- 4) This article does not preclude the evaluator or the District from doing informal observations, nor from notifying the teachers verbally and/or in writing regarding incidents or events related to the Participating Teacher’s fulfillment of his/her professional obligations.
- 5) The final Mentor’s report will consist of a written description of the assigned teacher’s performance related to each of the six California Standards for the Teaching Profession and shall become part of the permanent teacher’s personnel file. The teacher shall have the opportunity to attach his/her comments on the Evaluation Written Response form (F4115-I).

C. Voluntary Teacher Assistance Program

- 5) Teachers voluntarily participating in the Program may select their Mentor from the list of Mentors developed by the District.
- 6) The Mentor and volunteer teacher will meet to determine the volunteer teacher’s needs and jointly develop an assistance plan and appropriate timeline. This plan will draw from the assistance options available through the Program.
- 7) Mentors will provide oral and written feedback documentation to the volunteer teacher. Documentation accumulated on a volunteer status shall not be placed in the personnel file only so long as participation continues to be on a voluntary basis. All communication between the teacher and the Mentor shall be confidential. The volunteer teacher may terminate his or her participation in the Program at any time. The Mentor will receive a pro-rata stipend, accordingly.

4. Miscellaneous Provisions for Teacher Assistance Programs

- A. The parties understand that every possible subject matter competency may not be available within the current group of Mentors. Therefore, occasionally it shall be necessary to secure additional assistance to fully address identified goals for improvement. In such cases, the Mentor shall maintain prime responsibility for the assistance plan.
- B. For the duration of this contract, sufficient funds shall be set aside to allow for release days and/or conferences as developmental tools for Participating Teachers and Mentors assigned to the Programs.
- C. It is the intent of the District and Association that this article remain in effect for the duration of this contract.

5. Retention of Education Code Rights

- A. Nothing herein shall modify or in any manner affect the rights of the Board of Trustees/District or Participating Teacher under provisions of the Education Code relating to employment, classification, retention, or non-re-election of certificated staff.
- B. 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. Confidentiality

All proceedings and materials related to the administration of these Programs shall be strictly confidential. Therefore, Mentors may disclose such information only as necessary to administer the Program. If it has been determined that a Mentor has breached the confidentiality of these proceedings, it shall become part of the assessment of the Mentor's performance and continued participation.

7. Records

Documents and writings relating to an employee's participation in the Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code Section 6250, et seq.)

8. Non-Management/Supervisory Status

Functions performed by Mentors 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.

ARTICLE 15

INSURANCE PROTECTION/EMPLOYEE BENEFITS

1. Current Employees

The District shall provide employees with medical, dental and vision benefits for the life of the contract. The District will provide 2017/2018 insurance premium costs up to a maximum of \$13,128.90. (This figure is based on the employee only, Blue Cross Plan 1 level of coverage, plus Dental and Vision.)

2. Early Retirees

Employees participating in the Early Retirement Program will receive benefits based on the Plan selection and the year of entry into the Early Retirement Program. Refer to Article 20 – Early Retirement.

3. Fully Retired

Refer to Article 20 – Early Retirement.

4. Third Party Administrator

The District shall cover the cost, if any, of the third party administrator for deferred accounts, e.g., 403(b) and 457.

5. Part-Time Employees

For employees hired after October 30, 1987, who work a 60% assignment or less, the District shall pay only the prorated portion of the District's contribution to medical, dental and vision care. The part-time employee shall pay the remaining amount.

ARTICLE 16

SALARIES

1. Employees covered by this Agreement shall be paid salaries as provided in the attached Salary Schedule (Appendix A), providing they have an appropriate teaching credential. Part-time employees shall be paid a salary proportionate to their assignment.
2. The classifications in the salary schedule are based upon the amount of preparation of each employee. Steps within each classification are based on full years of teaching service. The Superintendent may make exceptions to the new cap for impacted instructional positions based on credential requirements, Highly Qualified criteria, or other state or federal regulations.

A. Column (Horizontal) Movement

- 1) Credit for salary schedule movement for courses will require prior approval of the courses by the Superintendent's designee. Courses must be consistent with the District's goals, or enhance the employee's current District-assigned duties, or enhance reasonably anticipated future District-assigned duties.
- 2) Upon verification by the Assistant Superintendent - Human Resources, or designee, teachers new to the District may be granted credit for hours of staff development training earned in a prior district using the same calculation of hours credit as is used for current District employees. Verification of course content may be required.
- 3) Employees may be advanced more than one salary class in any one year.
- 4) Final requests for column movement for the next school year must be submitted to the Human Resources Office by June 1. Official transcripts or grade cards verifying additional units must be submitted to the Human Resources Office not later than September 1, in order that credit may be given for the additional units for that school year.

B. Step (Vertical) Movement

- 1) To move to the next step on the salary schedule an employee must not have received an "Unsatisfactory Performance" rating as the Year-End Evaluation for the year immediately preceding movement on the salary schedule.

- 2) An employee who receives an "Unsatisfactory" rating or a "Needs Improvement" rating will have an opportunity to be re-evaluated before the end of the year (F4115-F). If subsequent to that re-evaluation, the evaluator believes the teacher merits a different Year-End Evaluation rating, that new rating shall supersede the prior rating.
- 3) An employee will not move to the next step on the salary schedule, when the employee:
 - a. has received an "Needs Improvement " Year-End Evaluation (F4115-F) for each of the two preceding years;
 - or
 - b. in either order, an "Needs Improvement" for one year and an "Unsatisfactory" rating for another year in two consecutive years.
- 4) If the employee does not receive a Year-End Evaluation by March 1 showing "Unsatisfactory " or "Needs Improvement" and the final Year-End Evaluation delivered on or about May 1 rates the employee "Needs Improvement " or "Unsatisfactory Performance," the employee will be evaluated the next year, but his/her salary shall not be adversely affected in that second year.
- 5) Longevity increments will be delayed one (1) year for every year with an uncorrected Year-End Evaluation "Unsatisfactory Performance" rating. After a correction occurs, 2B(3) takes effect.
- 6) After a correction in B(2) has been verified by the evaluator in a subsequent Year-End Evaluation, the employee whose annual step increment was withheld earlier shall be reinstated at the July 1 anniversary date following the subsequent evaluation to the salary step which would have been attained had the less-than-satisfactory evaluation not occurred.

C. Longevity Steps

- 1) Certificated employees may qualify for a Longevity Step upon reaching Column V, Steps 15, 18, 21, and 24. To be eligible for a Longevity Step, a certificated employee must meet all other conditions outlined in the Faculty Association Master Contract.
- 2) Objectives may include activities completed at any time during the three-year step increment such as: course work, workshops, new

lesson units developed, curriculum contributions, or other new (to the teacher) projects relevant to the employee's current or expected assignment.

- 3) In the case of a dispute concerning the appropriateness of professional growth activities either party may appeal to a mutually acceptable third party to assist in establishing appropriate activities. If the recommendations of the third party are not acceptable to either or both parties, one or both may request that an adjudicator be chosen by the Superintendent or his/her designee from a list provided by the District.
 - 4) A Professional Growth Catalog including examples of acceptable activities will be available at each school site.
3. Department chair/lead teacher stipend schedule is set forth in Appendix B, attached hereto.
 4. A teacher who teaches an additional period will receive an additional one-fifth (1/5) of his/her annual salary divided by the number of duty days (see Article 19) assigned to the additional period or in the case of schools with a 4x4 schedule, one-third (1/3) of their annual salary divided by the number of duty days assigned to the additional period.
 5. Salary checks will be given out on the last working day of the month unless the El Dorado County Office of Education is unable to do so.
 - A. On the last working day of the school year, salary checks will be given to employees after the administrator approves the employee's final checkout. Employees are still responsible after receipt of their final payroll check of the year for other duties, such as graduation assignments.
 - B. On the last day of school and the following work day, administrators will schedule a block of time for checkout. Employees unable to meet checkout during that time may prearrange another mutually acceptable checkout time.

ARTICLE 17

EXTRACURRICULAR STIPENDS AND COCURRICULAR SALARY

1. Extracurricular Stipends
 - A. There are five (5) levels of extracurricular stipends. Reference Appendix C.
 - B. The site administrator will distribute District funded coaching stipends. The site administrator will be able to re-distribute unused District funded coaching stipends based on the number of students served, safety issues, amount and type of equipment, finances available, and other germane issues.
 - C. Service incentives are granted at the beginning of the third year and at the beginning of the sixth year of paid service within the District. The increments are ten (10) percent and twenty (20) percent respectively of the base stipend. To qualify for a service incentive, service must be in the same sport (not necessarily at the same level) and verified.
 - D. Extended schedule payments are based upon the stipend that a coach receives (exclusive of the longevity increment) and the number of weeks that the season is extended because of CIF sponsored championship requirements or official Academic Decathlon or Forensics/Debate competition. Required competition that extends the season no more than two (2) additional weeks will add five (5) percent to the base stipend. Required competition that extends the season beyond two (2) weeks will add ten (10) percent to the base stipend.
2. Cocurricular Salary
 - A. There are three (3) levels of salary for co-curricular positions. Reference Appendix D.
3. Extracurricular Stipends and Cocurricular Salary
 - A. An employee who sponsors two or more extracurricular and/or co-curricular activities during one school year for which a stipend/salary is paid shall receive a bonus of ten (10) percent of the total of the base stipends/salary for the activities the employee sponsors.
 - B. Stipend/salary adjustments will reflect the average percentage of the COLA increase applied to the salary schedule.

ARTICLE 18

LAYOFF OF EMPLOYEES

The District and the Association agree that the provisions of the Education Code, Section 44955 will be sufficient if a reduction in force may occur for lack of funds.

ARTICLE 19

DUTY DAYS

1. All employees are required to be on duty a maximum of 180 instructional days and two non-instructional workdays.
2. When school is not in session, but the day is listed on the calendar as a workday, employees will be required to be on duty. Part-time employees shall work the proportional amount of any duty day.
3. When the District closes schools for students because of snow days:
 - A. Employees will not be required to report to work.
 - B. If the instructional days drop below 180 days and the State will not grant a waiver because of the reason, the teachers will be required to make up this instructional day.
 - C. Two additional days will be calendared at the end of the year by the District and labeled specifically as usable if snow days occur. These days will be dropped from the calendar if not needed to meet the 180 instructional day requirement.

ARTICLE 20

EARLY RETIREMENT

This article will sunset on July 1, 2012, and will not be in effect for any employee hired beyond this date.

Provisions of this article will be subject to state and federal laws.

The District offers three (3) early retirement plans - Plan A, Plan B, and Plan C.

1. Conditions of Participation

- A. Entry to the early retirement program is subject to the approval of the District. Length of service in the District, employee health, and needs of the District are some factors that will be taken into consideration for inclusion in the program. Both the District and the employee must agree to participate in the early retirement program and both must agree on the plan selected.
- B. No more than five (5) percent of the full-time regular teaching staff can be approved for entrance into the early retirement program in any one year. If requests for participation exceed this cap, length of service in the District shall be the determining factor. In case there is a tie in date of hire, the Assistant Superintendent - Human Resources shall confer with the affected employees. Additional factors which may be taken into consideration in determining participation between two (2) or more employees with the same date of hire may include, but not be limited to: instructional needs of the District, unbroken (by leave of absence) years of service to the District, or health of the employee.
- C. A yearly contract, renewable annually for up to five years (except D. below), will be agreed upon and will include, but not be limited to matters of salary, duties and responsibilities and the number of working days.
- D. Right to renew either Plan A or Plan B or Plan C ceases at the 65th birthday. The combination of plans shall not exceed five (5) years total.
- E. Upon selection of Plan A, the employee may not return to full-time employment, but may resign and choose Plan B or Plan C. The combination of Plans may not exceed five (5) years.
- F. Upon selection of Plan B or Plan C, the employee may not return to employment in the District.
- G. Once an employee has entered Plan B or Plan C, continued participation may be terminated by the employee; however, the employee may not reenter the plan.

- H. Application must be made in writing to the Assistant Superintendent – Human Resources by February 1, and must have received the Principal's approval.
- I. The employee must have reached the age of 55 prior to selecting Plan A or B or C.
- J. Ten (10) years of full-time satisfactory service to the District must be completed prior to qualifying for Plan A or B or C.
- K. At the completion of either Plan A or Plan B or Plan C (maximum five (5) years participation), the employee shall be deemed fully resigned and retired without further action of the Board of Trustees.

2. Plan A

A. Plan A is a reduction in the employee's work assignment from full-time to part-time duties, consistent with the authority and conditions contained in this Agreement and in California Education Code Section 44922. This reduction can be accomplished by a reduction in work assignment up to fifty percent (50%) of a full-time assignment for the entire contract work year.

B. The minimum part-time employment authorized under Plan A shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position. Provisions include:

- 1) Salary will be the pro-rata share of a full-time salary had the employee continued full-time service.
- 2) The District and the employee will make retirement contributions as though the employee were full-time.
- 3) Health and welfare benefits will continue as contracted and as though the employee were full-time and subject to any maximum District contribution thereon.
- 4) The employee shall accrue sick leave benefits to the extent which he/she would be entitled by law.
- 5) Employees on Early Retirement Plan A will receive the current benefit cap.

3. Plan B

A. Plan B requires resignation from employment in the District. Contributions to STRS cease with this plan. The employee is retained by the District and enters into a contract of service for an eighteen (18) day period delineating

duties, responsibilities, and specific days to be served. The specific duties of either contract are subject to approval of the Superintendent or designee and will be memorialized with a confirmation letter (Form 4117.1C2). The terms of the contract may be established in one of the following ways at the discretion of the District:

- 1) The employee may develop a contract in consultation with a site level administrator.
- 2) The employee may develop a contract in consultation with a District administrator.

B. Provisions Include:

- 1) Eighteen days of service will be provided for a contracted fee on a daily rate of \$222.25.
- 2) Contributions to STRS cease with this plan.
- 3) Health & welfare benefits will continue at the level contracted for full-time District employees and subject to any maximum District contribution thereon.
- 4) No sick or other leave benefits are provided.

4. Plan C

A. Plan C requires resignation from employment in the District.

- 1) Contributions to STRS cease with this plan.
- 2) Health and welfare benefits will continue at the level contracted by the District for the employee. This benefit is subject to any maximum District contribution thereon. The employee may opt for a less expensive coverage offered through the District. In no instance will the employee be entitled to insurance rebates.
- 3) No sick leave or other benefits are provided under this plan.

B. Provisions Include:

- 1) No salary is paid by the District.
- 2) Contributions to STRS cease with this plan.
- 3) Health & welfare benefits will continue at the level contracted for full-time District employees and subject to any maximum District contribution therein.

- 4) No sick leave or other leave benefits are provided.

5. Stay-Well Incentive Program for Retirees

Upon the full-time employee's Plan B or C selection, or entering of full retirement, the District will pay the early retiree/full retiree a one-time stay-well payment, subject to the following conditions:

- A. The employee must have worked full-time for the District for the immediate preceding fifteen (15) years.
- B. The employee has accumulated 182 days of full-pay sick leave.
- C. Accumulation of sick leave for purposes the Stay-Well Program ceases at the end of the year that the employee becomes sixty 60 years of age.
- D. The incentive payment will be limited to eighty (80) days of pay at the regular substitute teacher rate and can only be calculated on the number of sick leave days beyond 182 days. Example: If the employee has 230 days of full-pay sick leave accumulated at the point of entering Plan B, or entering full retirement, the District will make a one-time payment of the sum of forty-eight (48) days of substitute teacher pay.

6. Fully Retired

Employees who are fully retired may continue medical insurance based on the following conditions:

- A. Subject to rules and regulations adopted by the carrier, retiring employees and their dependents may continue in the medical insurance program by making payments to the District.
- B. Persons reaching the age of sixty-five (65) who are retired may continue in the program provided they:
 - 1) Join Medicare.
 - 2) Join the insurance company's plan for retirees in conjunction with 6A.
- C. In addition to 6A and 6B, the District will pay fifty percent (50%) of the teacher's benefits cap for retired employees, current benefit as described in item 1 of Article 15 Insurance Protection/Employee Benefits, subject to the following conditions:
 - 1) No more than two percent of the District's full-time regular bargaining unit staff members in paid or unpaid status can begin this benefit in any one year. In case the demand exceeds two

percent, the two percent shall be determined on the basis of District seniority, the more senior person being given preference.

- 2) The employee must have participated in a District early retirement program for five (5) years.
 - 3) This benefit may begin commencing the school year in which the employee will reach the age of sixty-two (62) years, so long as the employee has been actively employed as a full-time certificated employee of the District for fifteen (15) years. If any of the employee benefit insurance carriers will not allow participation by a retiree under this program and under these conditions, and the employee obtains an alternative insurance plan of the same type (e.g., medical, dental, or vision), the District will pay to that alternative insurance carrier up to the limit of fifty percent (50%) of the cost for the District's cap for employee benefits.
 - 4) The program expires on the employee's sixty-fifth 65th birthday.
- D. The District has the option to offer other health plan carriers to the employees who may choose these options.
- E. For employees hired after October 30, 1987, who work a sixty percent (60%) assignment or less, the District shall pay only the prorated portion of the District's contribution to medical, dental and vision care. The part-time employee shall pay the remaining amount.

ARTICLE 21

FULL-TIME ADULT EDUCATION TEACHERS

1. The salary for full-time adult education teachers shall be \$30.93 per hour.
2. Insurance protection will be provided in the same manner as defined in Article 15, Insurance Protection/Employee Benefits.
3. State and federal legislation establish leave provisions which are available to certificated employees. The District will adhere to the mandatory provisions of this legislation. The Association recognized the District shall maintain its discretionary decision making and implementation for provisions that are permissive in nature.
4. All of the negotiated provisions pertaining to full-time adult education teachers are contained exclusively in this Article and as expressly referred to in this Article and the only other Articles in this Agreement which apply to such teachers are the Articles listed below:
 - GRIEVANCES
 - ASSOCIATION RIGHTS
 - COMPLAINTS AGAINST EMPLOYEES
 - ORGANIZATIONAL SECURITY
 - EMPLOYEE SAFETY
 - COMPLETION OF NEGOTIATIONS
 - MANAGEMENT OF CONTRACT
 - TERM

ARTICLE 22

MANAGEMENT OF CONTRACT

1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state and federal laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement such District practices and procedures are discretionary with the Board of Trustees. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
2. Administering the Contract in a non-adversarial, interest-oriented manner requires meetings outside of the Collective Bargaining process between the District and the Association. These Meet and Consult meetings occur to resolve ongoing or emergency situations without resorting to the grievance procedure or the legal system. Any agreements of the parties resulting from these meetings, while not automatically becoming part of the Master Contract, may become the basis of District Board Policy, Rules and Regulations, or operating procedures.
3. When a contract related issue or concern requires timely resolution, a “meet and confer” process may be implemented to bring about resolution without the need for formal grievance or negotiations.
 - A. The District Superintendent or the President of the Association may initiate such a process.
 - B. If the issue being addressed is site based, the initial meeting may be between the Association President or designee and the school Principal with the intent to bring closure to the concern.
 - C. When a concern is a District-wide matter or when the site based meeting is unsuccessful in bringing resolution, a meeting may be held between the District Superintendent and the President of the Association.
 - D. If a resolution is agreed upon, it may be implemented immediately. When appropriate, the resolution may be formally documented.
 - E. More formal processes may be instigated if the “meet and confer” process fails to bring about a mutually agreeable resolution.
4. The provisions of this Agreement shall be uniform in application and effect.

ARTICLE 23

COMPLETION OF NEGOTIATIONS

1. The District and the Association agree that it is to their mutual interest to resolve differences as amicably and expeditiously as possible. The Master Contract is the principal document regulating relations between the District and the certificated employees. As such, its provisions are infrequently altered or discarded.
2. In addition to the mandatory annual reopener dealing with salaries, stipends, and medical benefits, articles that may have been dealt with on an informal level during the year or are deemed important by one of the parties may be opened if either party so desires. In order to be opened, the proposals shall be placed in the party's initial proposal for public notice or otherwise sunshined.
3. Within thirty (30) days of ratification of this multi-year Master Agreement by both parties, the Board shall have prepared and delivered to each comprehensive school site five (5) copies and to each alternative school site two (2) copies, with the District bearing the printing cost. Additional copies will be provided, as requested.
 - A. During the remaining years of a multi-year agreement, only those Articles with revisions will be replicated and distributed.
 - B. Each new multi-year agreement will be printed in full and distributed as outlined above.

ARTICLE 24

STAFF DEVELOPMENT SUPPORT

1. The allocation for staff development support is \$21,000.
2. Funds are to be used by certificated staff represented by this agreement. Funds will remain at the site with no more than one (1) year carry-over, providing there is a written plan submitted to the site administrator by the last day of the school year, for the expenditure in the subsequent year.
3. A site committee composed of a majority of teachers and the Principal or designee will determine the allocation of these funds.
4. Teachers for the committee will be selected by a school-wide vote of certificated teaching staff.

ARTICLE 25

VOLUNTARY PROFESSIONAL DEVELOPMENT TRAINING DAYS

The District may provide and schedule professional development training for unit members. Attendance at such training shall be at the option of the employee. For each full day of such training that the employee actually attends, the employee shall be paid at a one-time off schedule amount (less appropriate salary-driven costs). The District with the consultation of the certificated staff shall determine the subject matter content of such professional development training, the length of the training day, and whether such attendance verification has been provided. Nothing herein precludes the District and the Association from consulting on subject matter content. On a limited basis teachers may submit a proposal to the site administrator that is an alternative to the planned staff development days.

ARTICLE 26

AGENCY FEE

1. Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days from the date of commencement of effective date of this agreement, or within thirty (30) days from the commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees, and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such a fee directly to the Association, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in the Education Code Section and in the same manner as set forth in this article. There shall be no charge to the Association for such mandatory agency fee deductions.

2. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(C)(3) of Title 26 of the Internal Revenue Code:
 - A. United Way
 - B. American Red Cross
 - C. New Morning

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money, such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

3. Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
4. With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
5. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, tried or appealed.
6. The Association and the District agree to furnish each other any information needed to fulfill the provisions of this Article.

ARTICLE 27

EMPLOYEE SAFETY

1. Regulatory agencies will periodically review school sites and the District Office regarding health and safety conditions.
2. Employees will report health and/or safety hazards to the appropriate administrator.
3. The District will make every effort to correct any and all health or safety conditions to insure the health and safety of its employees.
4. The Administration and certificated staff have mutual responsibility for responding to student discipline on campus.
5. The District shall take appropriate action, within the scope of applicable laws and Board policies, to a student who threatens or harasses a teacher. The District's action shall take place by the student's next attendance day after a teacher has reported the incident by the student to the site principal or designee.
6. An on-site Campus Discipline Committee will be established at the opening of school by the request of either party. The purpose of said Committee is to recommend solutions to problems arising from student conduct on campus. The committee shall be composed of on-site administrators appointed by the principal and an equal number of faculty members selected by the on-site faculty. If a majority vote is reached, that policy shall be implemented. In the event of a tie vote, the on-site administration shall determine the policy used.
7. Whenever any employee of the District is menaced, attacked, assaulted, or physically threatened by any pupil, the employee (and administrator, with knowledge of incident) shall promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Such prompt reporting is required by California Education Code Section 44014, subdivision (a), and failure to make the report is a crime punishable by a fine of not more than one thousand dollars (\$1,000).
8. Procedures to notify teachers of dangerous students shall be reviewed annually. Teachers have the right to request additional information as it regards their safety and the safety of students as required by El Dorado Union High School District Administrative Regulation 0450 and California Education Code Section 49079.

ARTICLE 28

TERM


The foregoing agreement shall remain in full force and effect up to and including June 30, 2019, subject to any changes brought about through any interim negotiations permitted under Article 23 Completion of Negotiations.

Agreement ratified June 12, 2018.



LORI VEERKAMP, President
Board of Trustees
6/12/18

Date



JINA JUMPER, President
Faculty Association
6/22/18

Date

APPENDIX A

EL DORADO UNION HIGH SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE
 2017-2018

STEP	I BA + Emergency Credential	II BA + Credential	III BA + 42 units or MA	IV BA + 54 units or BA + 42 units including MA	V BA + 66 units or BA + 54 units including MA
1	48,891	50,929	51,744	52,558	53,373
2	49,402	52,124	53,321	54,518	55,690
3	49,910	53,321	54,901	56,478	58,007
4	50,419	54,518	56,478	58,441	60,325
5	50,419	55,717	58,059	60,401	62,642
6	50,419	56,915	59,637	62,361	64,960
7	50,419	58,109	61,216	64,323	67,276
8	50,419	59,307	62,795	66,282	69,592
9	50,419	60,503	64,372	68,245	71,910
10	50,419	60,503	65,953	70,206	74,228
11	50,419	60,503	65,953	72,166	76,902
12	50,419	60,503	65,953	72,166	81,893
13	50,419	60,503	65,953	72,166	81,893
14	50,419	60,503	65,953	72,166	81,893
15	50,419	60,503	65,953	72,166	86,884
16	50,419	60,503	65,953	72,166	86,884
17	50,419	60,503	65,953	72,166	86,884
18	50,419	60,503	65,953	72,166	91,875
19	50,419	60,503	65,953	72,166	91,875
20	50,419	60,503	65,953	72,166	91,875
21	50,419	60,503	65,953	72,166	96,866
22	50,419	60,503	65,953	72,166	96,866
23	50,419	60,503	65,953	72,166	96,866
24	50,419	60,503	65,953	72,166	101,856

Initial Salary Placement

Years of Experience

1-5 years

6-9 years

10-13 years

14 or more years

Salary Placement

Year for Year

Step 6

Step 7

Step 8

Units = Semester Units (Units earned after the date of your BA)

Class Hours: 25 hours = 1 semester unit (Prior professional growth class hours may be used for salary placement)

APPENDIX B

EL DORADO UNION HIGH SCHOOL DISTRICT

2017-2018

**DEPARTMENT CHAIR/LEAD TEACHER SALARY STIPEND SCHEDULE
AND SUPPORT**

LEVEL 1	AMOUNT	SUPPORT
Foreign Language Lead Teacher (Shenandoah) Special Education (less than 6 FTE) Visual and Performing Arts	\$2,930	\$606
LEVEL 2	AMOUNT	SUPPORT
Career Technical Education (CTE) (Agriculture, Business, FACS, & Trades & Industry) English Mathematics Lead Teacher (Independence) Physical Education/Health & Safety Science Social Science Special Education (6+ FTE)	\$4,398	\$848
Librarian/Media Specialist (salary amount only; no support money)		

Schedule Adopted: June 13, 2018

APPENDIX C

EL DORADO UNION HIGH SCHOOL DISTRICT

2017-2018
EXTRACURRICULAR STIPENDS

BASE STIPEND	SERVICE INCENTIVE	EXTENDED SCHEDULE
LEVEL 1: \$661	3 years: + \$67 6 years: + \$131	
Three (3) activity positions at Independence High School		
LEVEL 2: \$1,515	3 years: + \$152 6 years: + \$303	
Assistant Drama Director (fall) Assistant Drama Director (spring)		
LEVEL 3: \$2,812	3 years: + \$282 6 years: + \$563	Up to 2 weeks: + \$140 Beyond 2 weeks: + \$282
Academic Decathlon Baseball Freshman Basketball Freshman Competitive Sport Cheer (Spring) Cross Country Assistant (>30) Football Assistant Freshman	Football Freshman Football Junior Varsity Assistant Skiing Assistant Soccer Junior Varsity Swimming Assistant (>40) Track Assistant	Volleyball Junior Varsity (fall) Volleyball Junior Varsity (spring) Volleyball Freshman (fall) Volleyball Freshman (spring) Water Polo Junior Varsity
LEVEL 4: \$3,220	3 years: + \$322 6 years: + \$644	Up to 2 weeks: + \$161 Beyond 2 weeks: + \$322
Baseball Junior Varsity Basketball Junior Varsity Cross Country Head Football Assistant Varsity Football Junior Varsity Golf Head (fall)	Golf Head (spring) Skiing Head Soccer Head Varsity Softball Junior Varsity Swimming Head Tennis Head (fall)	Tennis Head (spring) Volleyball Head Varsity (fall) Volleyball Head Varsity (spring) Water Polo Varsity Wrestling Junior Varsity
LEVEL 5: \$3,794	3 years: + \$379 6 years: + \$760	Up to 2 weeks: + \$190 Beyond 2 weeks: + \$379
Baseball Head Varsity Basketball Head Varsity *Cheerleader Head Advisor Football Head Varsity	Softball Head Varsity Track Head Wrestling Head Varsity	

*Year-long schedule - service incentive applies but not extended schedule
Schedule Adopted: June 13, 2018

APPENDIX D

EL DORADO UNION HIGH SCHOOL DISTRICT

2017-2018

COCURRICULAR SALARY SCHEDULE

LEVEL 1: \$2,671

Alternative High School Newspaper/Yearbook
FFA Advisor
Newspaper
Yearbook
Natural Resources

LEVEL 2: \$3,028

Choir Director
Dance Director
Forensics/Debate

LEVEL 3: \$3,563

Gate/AP Advisor
Support Provider
\$2,100 (for each additional concurrent participating teacher)

LEVEL 4: \$4,111

Band Director
Drama Director (one fall and one spring theatrical production)

Activities Coordinator:	10% Base Salary + 1 release period
Athletic Director:	10% Base Salary + 2 release periods
WorkAbility Coordinator:	10% Base Salary
Teacher Assistance Program Coordinator	\$2,420.00 + 500.00 per participant Up to the cost of a release period in lieu of the stipend.

Schedule Adopted: June 13, 2018

INDEX FOR PART-TIME EMPLOYEES

ARTICLE 9 - EMPLOYEE HOURS

- 1. Duty Time
 - C. Unless modified by 1B above, part-time employees shall report thirty (30) minutes prior to the start of their assignment and remain at least five minutes after their last instructional period.

- 5. Conference Period
 - B. Part-time teachers shall be assigned a conference period per the following schedule:

PART-TIME ASSIGNMENT	# PREP PERIODS PER WEEK
.20	1
.33 (4x4 schedule)	2
.40	2
.60	3
.66 (4x4 schedule)	4
.80	4

ARTICLE 10 - PROFESSIONAL DUTIES/SUPERVISION

- 3. ...Part-time employees working one period or two periods shall be assigned one supervision duty that is discharged outside the employee's regular duty hours.

ARTICLE 15 - INSURANCE PROTECTION/EMPLOYEE BENEFITS

- 5. For employees hired after October 30, 1987, who work a 60% assignment or less, the District shall pay only the prorated portion of the District's contribution to medical, dental and vision care. The part-time employee shall pay the remaining amount.

ARTICLE 16 - SALARIES

- 1. ...Part-time employees shall be paid a salary proportionate to their assignment.

ARTICLE 19 - DUTY DAYS

- 2. When school is not in session, but the day is listed on the calendar as a workday, employees will be required to be on duty. Part-time employees shall work the proportional amount of any duty day.

CLASS SIZE DIFFERENTIAL WAIVER FORM

DATE: _____

COURSE: _____

Course/Teacher	Period	Highest To Lowest Enrollment
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Reasons For Being Out Of Compliance:

- Department supports smaller non-required class
- Teacher requesting student overload and requesting waiver to make it happen
- Enrollment drops after start of term
- Singleton class conflict
- Staffing restrictions
- ROP conflict
- Smaller enrollment during the final period of the day
- Other

Attempted Remedies

- Look at moving student schedule
 - Student postpones class
 - Student repeats classes in adult or summer school
 - Other
-
- Accept Waiver
 - Do Not Accept Waiver

Teachers Signature:

Principal's Signature: _____

APPENDIX G

TIMELINE FOR THE EVALUATION OF CERTIFICATED STAFF

All employees being evaluated shall attend an orientation meeting where the process will be reviewed and all approved forms delivered.

Employee Status	On or About September 1 st	Prior to October 1 st	On or About December 1 st	Prior to the 1 st of March	30 days prior to the year-end evaluation conference	On or About March 1 st	30 calendar days prior to the last day of school*
Probationary Year 1 & Year 2	Notify employee who will be evaluating him/her	Employee and evaluator meet to discuss/complete Evaluation Goal-Setting Form, and review Standards and Assessment	Complete Mid-Year Evaluation and review with employee	Evaluator will observe employee's performance on at least two separate occasions	Request evidence regarding Standard 6 (Developing as a Professional Educator)	Complete Year-End Evaluation and review with employee	N/A
Permanent	Notify employee who will be evaluating him/her	Employee and evaluator meet to discuss/complete Evaluation Goal-Setting Form, and review Standards and Assessment	N/A	Evaluator will observe employee's performance on at least two separate occasions	Request evidence regarding Standard 6 (Developing as a Professional Educator)	N/A	Complete Year-End Evaluation and review with employee*
Temporary	Notify employee who will be evaluating him/her	Employee and evaluator meet to discuss/complete Evaluation Goal-Setting Form, and review Standards and Assessment	N/A	Evaluator will observe employee's performance on at least two separate occasions	Request evidence regarding Standard 6 (Developing as a Professional Educator)	N/A	Complete Year-End Evaluation and review with employee*

*If for any reason this deadline is not able to be met, the Employee and Evaluator must agree to, and complete, Form 4115-G – Agreement for a Certificated Evaluation Extension and the original completed form should be forwarded to the Human Resources Office

Certificated Evaluation Form	Description
F4115-A1	California Standards for the Teaching Profession
F4115-A2	Evaluation Goal-Setting Form
F4115-B	Pre-Observation Conference Form
F4115-C	Formal Classroom Observation Form
F4115-D	Classroom Walk-Through Observations
F4115-E	Mid-Year Evaluation Form
F4115-F	Year-End Evaluation Form
F4115-G	Agreement for Certificated Evaluation Extension
F4115-H	Improvement Plan Form
F4115-I	Evaluation Written Response Form
F4115-J	Standards and Assessment Manual

LEGAL REFERENCES

CODE OF FEDERAL REGULATIONS, TITLE 29

825.1000-825.800 Family Medical Leave Act of 1993

CODE OF FEDERAL REGULATIONS, TITLE 2

7291.2-7291.16 Sex discrimination: pregnancy and related medical conditions

7297.0-7297.11 Family care leave

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993

UNITED STATES CODE, TITLE 38

4301-4334 Uniformed Services Employment and Reemployment Rights Act of 1994

CODE OF FEDERAL REGULATIONS TITLE 20

1002.1-1002.314 Uniformed Services Employment and Reemployment Rights Act of 1994

MILITARY AND VETERANS CODE

146 Events justifying calling of militia into active service

389 Definition of temporary military leave

394 Nondiscrimination based on military service

395-395.9 Military leave

CA EDUCATION CODE

22850-22856 Pension benefits, STRS members on military leave

44018 Compensation for employees on active military duty

44036-44037 Leaves of absence for judicial and official appearances

44800 Effect of active military service on status of employees

44963 Power to grant leaves of absence (certificated)

44964 Power to grant leave of absence in case of illness, accident or quarantine

44965 Granting of leaves of absence for pregnancy and childbirth

44966-44973 Leaves of absence for study or travel

44978 Provision for sick leave of certificated employees

44981 Leave of absence for personal necessity (certificated)

44985 Leave of absence due to death in immediate family (certificated)

45059 Employee ordered to military/naval duty - computation of salary

CA GOVERNMENT CODE

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

18540 Definition of armed forces

18540.3 Recognized military service

20990-21013 Pension benefits, PERS members on military leave

CA FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partner rights

CA LABOR CODE

233 Illness of child, parent, spouse, domestic partner or domestic partner's child