

Agreement

between the

Jamestown School District

and the

Jamestown Teachers Association  
CTA/NEA

July 1, 2017 – June 30, 2020

Jamestown School District Approved

May 9, 2018

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ARTICLE 1  
AGREEMENT

1.1 Bilateral and Binding Agreement

The articles and provisions contained here constitute bilateral and binding agreement (Agreement) by and between the Governing Board of the Jamestown School District (District) and the Jamestown Teachers Association, CTA/NEA (Association), an employee organization.

1.2 Right to Bargain

This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (Act).

1.3 Length of Agreement

All provisions of this Agreement, except where noted, shall remain in effect through June 30, 2020.

1.4 Reopeners

For each subsequent year of this contract, reopeners shall be: salary, benefits, and two other articles of interest to each party.

## ARTICLE 2

### RECOGNITION

#### 2.1 Employee Represented

The Board recognizes the Association as the exclusive representative of all certificated employees of the Board excluding: substitutes, supervisors, management and confidential employees, walk-on-coaches and county office special education personnel.

#### 2.2 Right to Work

The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above shall be performed only by unit members unless there are no unit members who are qualified and/or interested in performing the work, in which case the District may utilize non-bargaining unit personnel.

#### 2.3 Composition of Unit

The District and Association agree that the composition of the bargaining unit is appropriate and neither party will seek a clarification or amendment of any kind, either as to the inclusions or exclusions, during the terms of this Agreement.

## ARTICLE 3

### DEFINITIONS

#### 3.1 Daily Rate of Pay

Daily Rate of Pay means the unit member's annual salary divided by the number of working days required by the Agreement.

#### 3.2 Hourly Rate of Pay

Hourly Rate of Pay is the unit member's daily rate of pay divided by 7 hours.

#### 3.3 Immediate Family

Members of the immediate family shall include the mother, father, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

#### 3.4 Negotiate in Good Faith

Negotiate in Good Faith means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty of each party to provide the other with all information, records, data worksheets and budgetary materials which may be relevant to the negotiations, and to meet and negotiate as provided by the Act.

#### 3.5 Negotiable Items

Negotiable Items means all items and matters as defined under Section 3543.2 of the Government Code and relevant decisions of the PERB.

### 3.6 Stipend Pay

The District shall pay stipend pay rates for those positions listed in Appendix B, Stipend Pay Positions of this contract.

### 3.7 Teacher Instructional Days

Instructional Days means those days students are required to be in school, unless otherwise provided for in this Agreement.

### 3.8 Unit Members

Unit Members refers to any employee who is included in the appropriate unit as defined in Article 2.1.

### 3.9 Work/Working Days

Work/Working Days means days during which unit members are required to be present at school.

### 3.10 Working Hours

Working Hours means the number of hours the unit members are required to be present at school each day.

## ARTICLE 4

### EFFECT OF THE AGREEMENT

- 4.1 The District and the Association mutually agree that the terms and Conditions set forth in the Articles and provision of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- 4.2 The District and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. The District has the right to act on any matter during the term of this Agreement as long as any action is not in violation of this Agreement.
- 4.3 The District and the Association hereby clearly and unequivocally waives its rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement.
- 4.4 Any policies and practices of the District in conflict with or inconsistent with the specific and express terms of this Agreement shall be deleted by the District. The District may amend, change, delete or adopt policies and practices as long as those policies and practices do not violate specific and express terms of this Agreement.



## ARTICLE 5

### NEGOTIATION PROCEDURES

#### 5.1 Submission of Initial Proposals

No later than the regularly scheduled Board meeting in March of each year, the Association shall submit its initial proposals for reopeners or a successor agreement to the Board of Education, unless mutually agreed upon by the Jamestown Teachers Association and Jamestown School District.

#### 5.2 Beginning Date of Negotiations

The parties shall meet and negotiate in good faith on negotiable items on a successor Agreement beginning no later than fifteen (15) days after the regularly scheduled Board meeting in April, at mutually agreeable times and places of the calendar year in which this Agreement expires. Any Agreement reached between the parties shall be reduced to writing and signed by them.

#### 5.3 Copies of Contract

The School District will assume responsibility for providing each bargaining unit member with copies of the complete contract at a time mutually agreed upon after ratification.

#### 5.4 Release Time for Negotiations

The Board shall provide reasonable release time for the Association negotiations team for the purpose of at-the-table negotiating.

## 5.5 Staff In-service

The Association will disseminate the ratified contract to all association employees within 30 days. If necessary, the District and the Association will schedule a joint meeting to explain elements of the contract.

## ARTICLE 6

### SAVINGS

#### 6.1 Law Changes

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

#### 6.2 Negotiation of Changes

It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

## ARTICLE 7

### MISCELLANEOUS PROCEDURES

#### 7.1 No Reduction or Elimination of Benefits

If it becomes necessary to change the wording of this contract, the Association and/or District shall so inform the other party and request a meeting to discuss and negotiate, if necessary, the proposed changes.

#### 7.2 Agreement Supersedes District Rules and Regulations

This agreement shall supersede any rules, regulations or practices of the Board which or may in the future be contrary to or inconsistent with its terms.

The District may adopt rules and regulations to implement the provisions of this contract. Before rules and regulations are adopted, the District shall send a copy to the president of the faculty association, at the same time the information is sent to the Board.

#### 7.3 No Arbitrary, Capricious or Discriminatory Application

The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

#### 7.4 Improvement in Benefits if Law Changes

If the laws of California or the federal government propose or cause possible changes in this agreement, both teams shall meet and negotiate the implementation of those changes within fifteen (15) working days upon written request of either party.

## 7.5 Statutory Guarantees

Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within fifteen (15) working days of such amendment or repeal to negotiate a workable compromise of the benefits in this agreement.

## 7.6 Individual Contracts

Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement.

## 7.7 Rules of Negotiations

The District and Association agree that the process of meeting and negotiating as defined by the EERA shall take place only between designated representatives of the District and Association. The District, its agents or representatives will not meet and negotiate with other than designated representatives of the Association; and the Association, its agents or representatives will not meet and negotiate with other than designated representatives of the District.

## ARTICLE 8

### ASSOCIATION RIGHTS

#### 8.1 Mail Facilities

The Association shall have the right to use the District unit member mailboxes for communications to unit member without interference, censorship, or examination of such communications by the employer. The Association communication must be signed by the Association president or a prior designated Association representative; exception shall be official CTA/NEA publications.

#### 8.2 Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin Boards as provided. The Association will restrict its bulletins to the Association's designated bulletin boards. Each notice posted must be signed by the Association President or prior designated Association representative; exception shall be official CTA/NEA publications.

#### 8.3 Use of Building and Equipment

The Association shall have the right to use school facilities and equipment during all reasonable hours for meetings and other Association activities. Any additional costs above normal shall be borne by the Association.

#### 8.4 Access to Work

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

## 8.5 Association President Release Days

The Association President or their designee may take up to a maximum of five (5) release days each school year to conduct official Association business. The Association shall pre-pay the costs of a substitute prior to using each day.

## 8.6 Time and Place of Negotiations

At-the-table negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant a reasonable amount of release time without loss of compensation to no more than five (5) official negotiators of the Association for meeting and negotiating with official District negotiators.

## ARTICLE 9

### APPOINTMENT TO DISTRICT COMMITTEES

- 9.1 The District and Association shall devise a process for selecting staff representatives to school site councils pursuant to Education Code Section 52012, representatives on committees to develop standards of proficiency pursuant to Education Code Section 51215, representatives on select committees developing staff development programs pursuant to Education Code 52019, and representatives on school-based program coordination committees pursuant to Education Code Sections 52800, 52820, 52850, 52870.
- 9.2 On committees established to interview new certificated staff, the Association shall appoint at least one unit member. The District shall give reasonable notice of the scheduling of all interviews.
- 9.3 On any additional ad hoc committee established by the District or committees established under the Education Code in which the District desires teacher participation the District shall communicate its purpose and the number of teachers it needs to the Association. The association may appoint that number to said committee.



## ARTICLE 10

### RIGHT TO CONSULT

10.1 The Association has the right to participate in the definition of education objectives, the determination of the content of courses and curriculum, the selection of textbooks, and Board actions, or changes in written Board policies and/or written Administrative Rules and Regulations which effect employees covered by the terms of this Agreement.

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

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

10.1.3 Should the Association exercise its right to consult, within fifteen (15) days, or the availability of materials, the parties shall meet to exchange information, options, proposals and recommendations freely and to make a good faith effort to reach a resolution on the matter(s) under consideration.

10.1.4 The District shall give full consideration to such presentations made by the Association prior to arriving at a determination of policy or course of action.

## ARTICLE 11

### ACCESS TO INFORMATION

#### 11.1 Request

The District upon request by the Association, agrees to furnish to the Association, within fifteen (15) days, all available information concerning the financial resources and professional staffing of the District. Such information shall include, but is not limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations; agendas and minutes of all Board meeting and appropriate attachments there to at the time of distribution to the Board; census and membership data, names addresses of all unit members' salaries paid thereto; graduate units beyond BA degree; and other information that may be used in negotiations, and processing grievances. In addition, the Board, upon request, agrees to provide any other available information necessary to fulfill the Association role as exclusive representative.

## ARTICLE 12

### PROFESSIONAL DUES

#### 12.1 Payroll

The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association member who currently have authorization cards on file for the above purpose need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

#### 12.2 Authorization

Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10, Sept. – June) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.

#### 12.3 Prompt Payment

With respect to all sums deducted for Association dues, the District agrees to promptly remit such monies to the CTA, along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

#### 12.4 Agency Fee/Organizational Security

12.4.1 All members shall, as a condition of continued employment, either become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments.

12.4.1.1 The unit member may, however, authorize payroll deduction for such fee in the same manner as provided in Article 12.

12.4.1.2 In the event that a unit member does not pay such fee directly to the Association or authorize payment through payroll deduction as provided in Education Code, the Association may request that the district reduce the order for the unit member's salary payment by an amount equal to the Association dues for payment to the Association as a service fee in accordance with Education Code Section 45061. If the Association so requests, the District shall initiate said action. Any fees collected through this procedure shall be in conformance with any and all applicable rule and regulations. (U.S. Supreme Court-Chicago Teachers Union V. Hudson, related P.E.R.B. decisions, and State Law.)

12.4.1.3 There shall be no charge to the Association for such mandatory agency fee deduction.

#### 12.4.2 Religious Objection

Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Jamestown Teachers Association CTA/NEA as a condition of employment.

12.4.2.1 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 organizations which are exempt from taxation under Section 501/c(3) of Title 26 of the Internal Revenue Code as a charitable fund:

- (1) United Way
- (2) American Cancer Society
- (3) American Heart Association
- (4) Foundation to Assist California Teachers (5)  
American Red Cross

12.4.2.2 Such payment shall be made on or before October 15<sup>th</sup> of each year, or by monthly deductions. The District shall transmit such payments directly to the chosen charity.

12.4.2.3 Proof of payment pursuant to Section 12.4.2.1 shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Section 12.4.1 and Section 12.4.2 of this Article. Such proof 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. Such proof shall be presented on or before October 15 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

12.4.2.4 Any unit member making payment as set forth in Section 12.4.2.1 and 12.4.2.2 above, and who requests that the grievance or arbitration provision of this Agreement be used in his or her behalf, shall be responsible for paying the Association reasonable cost of using said grievance or arbitration procedures.

#### 12.4.3 Hold Harmless and Indemnity

The Association agrees to pay the district all legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality of

these agency fee provisions contained in this Article or the District's implementation thereof.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding, referred to above, shall or shall not be compromised, resisted, defended, tried, or appealed.

## ARTICLE 13

### GRIEVANCE PROCEDURE

#### 13.1 General

13.1.1 A grievance is a formal written allegation by one or more bargaining unit members or the Association on behalf of unit members or on behalf of itself alleging that the District has taken an action, which misinterprets, or violates a specific provision(s) of this Agreement.

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

#### 13.2 Pre-Grievance Procedure

Prior to the filing of any formal grievance, the grievant shall schedule a conference with the immediate administrator to discuss the problem that could precipitate a grievance. The administrator shall have five (5) working days to consider the problem. The administrator shall schedule a conference and/or present in writing a proposed solution.

If the representative of the Association meets with the administrator at this level, he/she shall clearly identify the individually affected unit member in order to permit the administrator to understand, clarify and study a possible solution.

The unit member may be accompanied at all conference stages of the grievance procedure by an Association representative.

### 13.3 Formal Level

13.3.1 Level 1: Within twenty (20) working days after the occurrence of the act or omission giving rise to the grievance or after the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered, if any, and the specific remedy sought. The supervisor shall communicate a decision to the grievant in writing within ten (10) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

13.3.2 Level 2: If the grievant is not satisfied with the decision at Level 1, he/she may, within ten (10) working days, appeal the decision to the Superintendent or his/her designee.

The statement shall include a copy of the original grievance, the decisions rendered and a clear, concise statement of the reasons for the appeal.

The Superintendent or his/her designee shall communicate his/her written decision to the grievant within ten (10) working days. Either the grievant, the Superintendent or his/her designee may request a personal conference within the above time limits. If the Superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

If the Superintendent's decision is acceptable to the grievant, the Superintendent shall take appropriate action to implement the decision.

13.3.3 Level 3: Mediation If the grievant and/or Association is not satisfied with the disposition at Level 2, the grievant or the Association may submit the grievance to a mediator. If the



grievant or Association proceeds to mediation, it shall notify the District in writing within ten (10) working days of the Level 2 decision. Within ten (10) days, the parties shall request the services of a mediator through the State Mediation and Conciliation Service.

13.3.4 Level 4: Board Hearing If the grievance is not settled in Level 3, the grievant may appeal to the Board of Education in writing within ten (10) working days of the mediation session. The grievant may request a hearing or request the Board to consider the grievance based upon the written materials. The hearing shall be in open session unless the grievant requests a closed session hearing.

If a hearing is requested, the Board shall schedule a hearing within twenty-five (25) working days. Otherwise the Board shall within twenty-five (25) days, consider the grievance. The Board shall have five (5) working days after its meeting or hearing to render its decision.

13.3.5 Level 5: Arbitration if the Grievant and/or the Association are not satisfied with the disposition of the grievance at the Board hearing level, the grievant may request the Association to submit the grievance to an arbitrator.

If the Association proceeds to arbitration, it shall notify the District in writing within ten (10) working days of the conclusion of the Level 4, Board hearing.

Within ten (10) working days, the Association and the District shall attempt to agree upon an arbitrator.

If no agreement can be reached, they shall request the State Mediation and Conciliation Service (SMCS) to supply a panel of names or persons experienced in hearing grievances in public schools. The selection process of the SMCS shall be used.

The fees and expenses of the arbitrator shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

The arbitrator shall determine all jurisdictional issues only after hearing the merits of the grievance. The arbitrator will be without power to make any decision in conflict with any laws of the State of California, contrary to, or inconsistent with, or modifying or varying in any way the express term of this Agreement.

The arbitrator's decision will be set forth in writing and shall include the findings of fact, reasoning and conclusion. It shall be presented to both the District and the Association and shall be final and binding upon the parties.

#### 13.4 Time Limits

13.4.1 Time limits provided for each level, shall begin the work day following receipt of the grievance, grievance appeal or written decision.

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

#### 13.5 Rights of Representation

The unit members alleging a grievance must always be present at the initial grievance proceedings. A JTA/CTA representative may accompany the unit member at any stage of the procedure if requested by the individual or unit member.

#### 13.6 No Reprisals

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board of Education

and no reprisals of any kind will be taken by any individual or group or unit members or the Association, or any other participants in the grievance procedure by reason of such participation.

### 13.7 Miscellaneous

- 13.7.1 If in the opinion of the Association the pending grievances has wide effect and could create multiple grievances, the Association must so inform the administration. If not notified, the grievance may not be expanded.
- 13.7.2 Level 1 of the grievance procedure may be bypassed if the responsible administrator is above the principal or supervisor.
- 13.7.3 Preparation: If it becomes necessary for a unit member to prepare evidence, or attend a hearing in relation to a grievance, a reasonable amount of time will be permitted with notification to the supervising administration. Interruption of work time shall be held to a minimum.
- 13.7.4 Grievance — in separate file: Documents relating to a grievance proceeding shall be held in a separate file until such time as the issue is resolved. If the grievance is resolved in favor of the employee, no material shall be transferred to a personnel file. However, if the grievance issue is resolved in favor of the District, any issue pertaining to personnel performance shall become a part of the individual unit member's personnel file.
- 13.7.5 Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to mediation arbitration.
- 13.7.6 A unit member may at any time present grievances to the employer and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with terms of the written agreement. The Association shall receive a copy of the grievance and the

proposed resolution and be provided an opportunity to respond prior to any final resolution by the District.

## ARTICLE 14

### DISTRICT RIGHTS

14.1 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 specified in other provisions of this Agreement.

14.2 Included in, but not limited to, those duties and powers are exclusive right to: determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine job descriptions; determine classifications and reclassifications; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish methods of raising revenue; contract out work to non-unit members of unit members outside of the bargaining unit as long as such contracting out does not result in a layoff, as per Section 2.2; and take any action on any matter in the event of an emergency. The Board has the right to direct the Administration to hire, classify, evaluate, assign, reassign, promote, lay off and terminate. The Board retains the right to determine the impacts and effects of any action taken under this Article or other provisions of this Agreement, except as specified in this Agreement and Education Code.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board; 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 to the extent such specific and express terms are in conformance with the laws of the State of California.

## ARTICLE 15

### WORK DAY/ WORK WEEK/ WORK YEAR

#### 15.1 Workday

##### 15.1.1 Length of Workday

The District and Association recognize that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to a workday of a rigidly established schedule. A regular workday for each unit member shall be 7 hours and 30 minutes Monday through Thursday and 7 hours on Fridays, (able to leave at 3:00 p.m.), inclusive of an average daily 40-minute duty free lunch, except on rainy days when the duty-free lunch may be shortened to 30 minutes. The day shall also include 10 minutes of duty free morning break.

##### 15.1.2 Teacher Instructional Day

The teacher instructional day for all F.T.E. unit members will be 320 minutes plus or minus 10 minutes per day with the exception of Monday early release days, and minimum days.

Teacher instructional minutes will be time spent with an assigned class including but not limited to walking to lunch, the library, computer lab, bus-loading zone, music, P.E., art, passing between the upper grade periods, and yard duty.

The parties agree to negotiate this section if any law is enacted to increase student instructional minutes.

### 15.1.3 Teacher Preparation Time

All F.T.E. unit members shall have 100 minutes preparation time per week within the workday. Employees working less than a full day will receive a prorated share of F.T.E. prep time. Each F.T.E. will have at least one 50-minute block of prep time.

Any accumulated loss of preparation time of over 150 minutes within an instructional year due to holidays and conference week, but excluding vacation days and minimum days, shall be provided for by a roving substitute, compensatory time, or paid to the unit member by the agreed upon hourly rate of pay. The form of compensation must be initiated by the unit member and agreed upon in writing by the District and unit member.

### 15.1.4 Professional Duties

In addition to performing duties as assigned, unit members maybe required to perform other duties which are related to their regular assignments.

These Professional Duties may include but are not limited to:

- Planning and selecting materials
- Assessment of student work
- IEP/504/SST meetings
- Supervision of students during emergencies
- Conferring with, counseling, or assisting pupils or parents
- Record keeping
- Other duties related to the teacher's assignment up to 60 minutes of mandatory staff/committee/collaborative meetings.

### 15.1.5 Special Needs Days

During the workday, unit members shall be allowed to leave after the dismissal of their students for personal emergencies or to secure medical, dental, optometric services, or for

professional training. The unit member shall notify the office before leaving the site.

#### 15.1.6 Sick Day/Emergency Day Substitute Coverage

If a substitute is unavailable the District will make every effort to cover the absence with existing staff, including, if necessary, the administration.

#### 15.1.7 Evening Activities

Those members who are required to return for an evening meeting, or activity may leave school upon student dismissal.

#### 15.1.8 Minimum Day and Early Release

There shall be:

Four (4) minimum days: three (3) days for report card preparation, and the last student contact day.

Five (5) Early Release days for Parent Conferences.

#### 15.1.9 Voluntary Duties

Unit members may leave after the dismissal of their students in order to participate in a voluntary school related activity with prior approval from the administration.

#### 15.1.10 Coaching and Student Activity Positions

Unit members may not be involuntarily assigned duties for which a stipend is paid.

### 15.2 Work Year

The work year shall be 184 days. Two (2) Staff work days will be scheduled immediately prior to the first student instructional day.



Two (2) additional work days, equivalent to 14 hours, shall be scheduled for Professional Development and agreed upon by the District and the JTA President.

15.2.1 It is understood by the parties that teachers shall be required to sign in at staff development training.

### 15.3 Calendar

The school calendar shall be agreed upon with teachers before adoption. Should agreement not be reached in time for the Board to make specific commitments to others agencies or the public, the Board may establish the year's calendar.

15.3.1 The calendar committee shall make recommendations regarding the use and scheduling of variable minutes due to yearly calendar configuration.

## ARTICLE 16

### WORKING CONDITIONS

#### 16.1 Safe Working Conditions

16.1.1 Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being. If unit members believe the conditions are unsafe, they need to follow Article 16.1.2 and 16.1.3, unless there is immediate danger.

16.1.2 All unit members have a responsibility to point out and notify the administrator of any unsafe or hazardous condition. Upon notification, the administration shall investigate and take appropriate action.

16.1.3 The District will at all times, within limits of its ability to do so, comply with the California Occupational Safety and Health Act and regulations pertaining to school safety. The District shall notify the Association of any charged non-compliance with CAL-OSHA rules and/or regulations and the District will also provide the Association with a copy of its reply to the charge and a copy of notification of compliance.

16.1.4 The District shall, within two (2) days, upon request provide a copy of any correspondence between the District and CAL-OSHA.

#### 16.2 District Responsibility for Unit Members Personal Property

16.2.1 The District shall reimburse the actual cost to replace a unit member's personal equipment or personal property damaged, destroyed, or stolen while on school property during the instructional year, so long as the unit member has prior written approval from the administrator permitting the use of his/her personal equipment or property. Approval form will

be provided by the District. The administration shall have full rights to investigation of the loss, as well as right to recover. (Personal autos are excluded.)

16.2.2 A unit member shall obtain written permission from the District and fill out the Use of Private Vehicle Form to voluntarily transport students in his/her personal automobile. Written permission shall mean that the trip is a school-sponsored activity. The employee's insurance provides coverage and the employee is responsible for the deductible. The District's insurance will provide secondary liability coverage only.

### 16.3 Student Discipline

The District will follow Education Code in regard to student discipline and the administration will discuss/outline and publish rules of student discipline during the preschool inservice each year.

### 16.4 Assault

16.4.1 In order to provide for unit member safety, the District, during the before-school inservice session each year shall present a written/electronic copy of the District policy for student discipline, including the rights of suspended students. A copy of the unit member's right to suspend under the Education Code Section 48900 shall also be distributed to Unit members. Any revision of the above information necessitated by a change in law shall be communicated to the unit members upon adoption by the District. Unit members may suspend students in accordance with the Education Code.

16.4.2 Unit members shall report as soon as possible cases of assault suffered by them in connection with their employment, to their site/program administrator or other immediate supervisor who will take appropriate action to provide for unit member safety. In case of a battery, the action shall include a report of the battery to the Superintendent and to the proper legal authority as appropriate.

- 16.4.3 A unit member shall not be required to engage in any activity that can reasonably be deemed hazardous to life or limb. Should the situation involve student health and/or safety, unit members may be requested to assist. If damage to personal property ensues, the District will reimburse the unit member.

## 16.5 Miscellaneous Conditions

- 16.5.1 No unit member shall be required to provide specialized health care service, normally provided for by an R.N. or L.V.N.
- 16.5.2 The District shall work cooperatively with unit members on assignment of student teachers from local teacher training institutions. No student teacher shall be assigned to work with a unit member without the unit member's approval.
- 16.5.3 Unit members' children shall be accepted as employment transfers provided they are released from the school district of their residence and comply with Jamestown School District's transfer regulations as outlined in the Behavior and Other Conditions for Interdistrict Agreement.
- 16.5.4 Unit members are required to keep daily in class attendance and weekly/monthly attendance registers per administrative procedures.

## ARTICLE 17

### LEAVE OF ABSENCE

The leaves herein are granted in compliance with the minimum requirements of the Education Code. Unless the number of days of leave set forth in the Agreement is greater than the minimums set forth in the Education Code, only the minimums in the Education Code are granted.

#### 17.1 Sick Leave (Education Code Section 44978)

17.1.1 Every certificated employee employed five (5) days a week in the District shall be entitled to ten (10) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service.

A certificated employee employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days leave of absence for illness or injury; pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.

Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time during the school year. If the member terminates employment before the end of the school year, leave for that year will be prorated. If such member does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.

### 17.1.2 Maternity

A unit member shall have the right to utilize illness/injury leave provided for in this Article and the benefits provided for by Section 44977 of the Education Code for absences necessitated by pregnancy, miscarriage, childbirth and recovery.

The length of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

### 17.1.3 Verification

The District may require that the unit member provide written verification by a physician of the unit member's illness or injury if the unit member has been on sick leave for five (5) or more consecutive working days.

In cases where the District has cause to believe an abuse of sick leave is occurring, a unit member may be required to provide written verification of illness by a physician upon written request by the district.

### 17.1.4 Additional Leave (Education Code Section 44979)

In addition to all illness/injury entitlement that a unit member may accumulate within the District, he/she shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in a position requiring certification qualifications in another school district, County Office or State Department of Education.

## 17.2 Extended Sick Leave

### 17.2.1 Pay During Extended Sick Leave (Education Code Section 44977)

If a bargaining unit member is absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount deducted from the salary due him/her after the exhaustion of accumulated sick leave under provision 17.1.1 for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence; or, if no substitute employee was employed, the amount which would have been paid the substitute employee had he/she been employed.

17.2.2 The District shall provide each unit member with an accounting of the total number of accumulated illness/injury leave days he/she currently has and the number used. Such accounting shall be provided each September.

## 17.3 Industrial Accident and Illness Leave (Education Code Section 44984)

The District specifically limits its liability to the minimum requirements mandated by the Education Code Section 44984.

17.3.1 Unit members shall notify the district of any work-related injury within one (1) day of the injury using the notification procedure currently in effect in the district.

17.3.2 Such leave shall not exceed sixty (60) working days in any one fiscal year for the same accident.

17.3.3 Allowable leave shall not be accumulative from year to year.

17.3.4 Industrial accident or illness leave will commence on the first day of absence.

In addition to all illness/injury leave entitlement that a unit member may accumulate with the District, he/she shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in a position requiring certification qualifications in another school district.

- 17.3.5 Payment for wages lost on any day shall not, when added to an award granted the employee under Workers Compensation Laws of the State, exceed the normal wages for the day.
- 17.3.6 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers Compensation.
- 17.3.7 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if a unit member is receiving Workers Compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the Workers Compensation award, provide for a full day's wage or salary.

Any unit member receiving benefits as a result of this section shall during periods of injury or illness, remain within the State of California unless the District authorized travel outside the State.

- 17.3.8 A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician or a Workers Compensation-designated physician agree that there has been such a recovery.



A Fit for Duty assessment by the JPA insurer will be required before returning to work.

17.3.9 An industrial accident or illness as used in this paragraph, means any injury or illness whose cause can be traced to the performance of services for the District.

17.4 Personal Necessity Leave (Education Code Sections 44981 and 44978.5)

17.4.1 A unit member may use no more than ten (10) days of accumulated sick leave per school year in case of compelling personal importance or necessity, except as specified in 17.4.2.4.

17.4.2 For purposes of this provision, compelling personal importance or necessity includes but is not limited to:

17.4.2.1 Graduation, weddings, educational activities, significant events, death or serious illness of a member or the unit member's immediate family and other close relationships.

17.4.2.2 Accidents involving his/her person or property or the person or property of a member or his/her immediate family.

17.4.2.3 An emergency requiring prompt response.

17.4.2.4 The District may approve requests for extension beyond the 10-day limit for catastrophic illness of a member or unit member's immediate family.

17.4.2.5 If a request for a personal necessity day is turned down by the administration, it can be appealed to an appeals committee. The appeals committee shall be comprised of a teacher, a district administrator, and a school board member.

17.4.3 For purposes of this provision, compelling personal importance or necessity shall not include:

17.4.3.1 Pursuit of business, financial, or economic interests of the unit member.

17.4.3.2 Vacation or other recreational pursuits.

17.4.3.3 Social events

17.4.3.4 Any concerted refusal to work.

17.4.4 Except in case of an emergency, advance permission for leave taken pursuant hereto must be obtained from the immediate administrator, who shall have sole discretion to determine whether the request for leave qualified hereunder. If possible, advance notice of taking leave for an emergency shall be given by the employee to the immediate administrator.

## 17.5 Bereavement Leave (Education Code Section 44985)

Each unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if the unit member is requested to travel 300 miles or more \*one way) (Los Angeles included) on account of death of any member of his/her immediate family. No deduction shall be made from the salary for such unit member nor shall such leave be deducted from other leaves.

Members of the immediate family, as used in this section, mean the mother, father, mother-in-law, father-in-law, grandmother, grandfather or grandchild of the unit member or the spouse of the unit member: son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member or any person living in the immediate household of the unit member. The District may include other relationships at its discretion.

## 17.6 Judicial Leave

- 17.6.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror. When not required to be present by the court, unit members shall, within reason, observe normal working hours at the school site.
- 17.6.2 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this Section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of, nor less than, his/her regular pay.
- 17.6.3 As a matter of general policy, the District does not normally encourage employees to seek exemption from or postponement of jury duty except when extenuating circumstances create a hardship for the unit member or District.
- 17.6.4 A unit member on jury leave shall be entitled to return to the same assignment held at the time such leave commenced unless such assignment had been discontinued, in which case the employee shall be entitled to a comparable position.

## 17.7 Personal Leave with Pay

- 17.7.1 Unit members shall be entitled to five (5) days of accumulated sick leave for personal (no tell) leave.
- 17.7.2 Unit members shall submit their leave form prior to the beginning date of the leave except when extenuating circumstances make this impossible.
- 17.7.3 Such leave may be used at the discretion of the unit member who shall not be required to explain the reason.

17.7.4 Leave shall be granted on the availability of substitutes.

17.7.5 Personal (no tell) leave days shall not be used on Staff Development Days. Personal Leave (no tell) may not be used for more than 2 days immediately before or after a vacation or holiday period.

#### 17.8 Personal Leave without Pay

17.8.1 The District may grant a unit member, upon request, an unpaid leave of absence for up to one (1) school year to pursue personal endeavors such as, but not limited to, study, exchange teaching, Peace Corps, Vista, or other personal interests. Such leave may be extended for an additional twelve (12) months. Peace Corp and Vista leaves count as service for salary step advancement. The unit member will notify the District in writing the purpose of the leave.

17.8.2 Personal leaves up to a minimum of two (2) weeks shall be granted by the Superintendent. Leaves over two (2) weeks shall require Board approval. Personal leaves shall be granted at the discretion of the Superintendent and/or the Board of Trustees.

17.8.3 A leave of absence may be granted to a unit member without pay for the purpose of raising his/her natural or adopted child. Such leave shall normally be for not more than twelve (12) working months in order that the return date shall coincide with normal school breaks; i.e., the beginning of a semester. Unit members returning from such leave shall be placed per Article 17.11.4. A unit member shall be entitled to return to the same assignment held at the time such leave commenced unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable position.

## 17.9 Disability Applicant Leave

The District shall grant a leave of absence without pay to any unit member who has applied for a disability allowance from the State Teachers Retirement System (STRS). This leave shall not extend thirty (30) days beyond the final determination of the disability allowance. If the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability but not for more than thirty-nine (39) months from the date of notification of the determination.

## 17.10 Family Care and Medical Leave

The District shall provide a unit member, upon request, Family Care and Medical Leave in accordance with this Article, or unit members may access the Family Care and Medical Leave Act of California website via this link: <https://www.calchamber.com/california-employment-law/pages/fmla-cfra-overview.aspx>

## 17.11 Miscellaneous Provisions

- 17.11.1 Those unit members who go on an unpaid leave of absence during any pay periods shall receive their health and welfare benefits for the balance of that pay period.
- 17.11.2 Unit members granted an unpaid leave of absence shall be allowed to continue the District's fringe benefits at their own expense if the insurance carriers permit such arrangement.
- 17.11.3 Leaves shall be granted on the condition that a qualified, acceptable replacement may be employed.
- 17.11.4 Unit members returning from an unpaid leave shall be entitled to return to their prior teaching assignment unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable position.

## ARTICLE 18

### JOB SHARING

- 18.1 The Board of Trustees shall consider each job sharing request on individual merits. The Board's discretion is limited only by the provisions of Section 7.3 of this contract.
- 18.1.1 An initial request to job share, to continue, or discontinue job share, shall be filed with the Superintendent by March 1. A job share shall continue unless one or both parties request a return to a non-share status. If the unit member requests a non-share status for the forthcoming year, the request will be honored when it meets the District's needs and there are available openings.
- 18.2 Unit Members involved in job sharing shall:
- 18.2.1 Be compensated in proportion to the percentage of the position he/she assumes.
- 18.2.2 Be awarded district benefits in proportion to the position he/she assumes.
- 18.2.3 Be awarded all statutory and district leaves in proportion to the percentage position he/she assumes.
- 18.2.4 Participate in all workshops, school-based coordinated days, and inservices during the instructional work year, except when the District, after consulting with the non-scheduled teacher, determines that said teacher need not participate. Required participation by said teacher for the above-mentioned activities shall be compensated for with a paid day of leave for each day of required participation. Each day of paid leave must be used, given the availability of substitutes, with twenty (20) working days of the date of required participation.

- 18.2.5 Participate in scheduled events such as Back-To- School Night, Open House, and Parent Conferences.
- 18.3 If during the term of a job share a full-time position becomes available, a job sharing member shall be permitted to return to a full term contract providing he/she qualifies for that position and an acceptable replacement for the job sharing assignment can be found.
- 18.4 A teacher's seniority shall not be affected by job sharing.
- 18.5 A unit member shall receive a step advancement on the salary schedule if his/her share of the job sharing assignment is equal to 50% or more of a full time assignment.
- 18.6 If a job share teacher goes on a paid leave of absence the remaining teacher shall have the option of assuming the substitute job sharing position without additional benefits at the rate of pay of a long-term substitute.

## ARTICLE 19

### LAYOFF/RESIGNATION /REEMPLOYMENT

#### 19.1 Layoff Procedure

##### 19.1.1 Notification of Association

If conditions exist which suggest the possibility of teacher layoff, the District will notify the Association of the possibility and seek cooperative solutions.

##### 19.1.2 Will Follow Education Code

However, if layoff is necessary, the District shall follow Ed. Code Section 44930 and notify members no later than March 15.

#### 19.2 Reemployment of Employees

19.2.1 Permanent unit members laid off shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants except as permitted by the Education Code. Probationary unit members laid off shall be eligible for reemployment for a period of 24 months and shall be reemployed in preference to new applicants except as permitted by Ed. Code.

#### 19.3 Reemployment of Resigned Employees

A unit member who resigns after two years of satisfactory service and is reemployed within 39 months shall be placed on the same step of the salary schedule with reinstatement of rights and privileges, which were in effect at the time of the resignation. Education Code 44930-44931.



## ARTICLE 20

### TRANSFER/REASSIGNMENT

A reassignment is the movement of a unit member from one subject area of another subject area, or movement from one grade level to another. A transfer is the movement of a unit member from one school site to another within the District.

#### 20.1 Voluntary Transfer/Reassignment

20.1.1 A unit member may submit a request for transfer/reassignment to the District at any time, whether or not a vacancy exists. A unit member may submit a request for a reassignment subsequent to the posting of a vacancy notice pursuant to the posting of this Article.

20.1.2 If two (2) or more unit members with appropriate credentials apply for reassignment, the administration shall review all applications. The rights of placement shall be the duty of the Superintendent. All applicants shall be given equal consideration. Seniority shall be the deciding factor if all qualifications are considered equal.

20.1.3 Transfer/reassignment shall not be denied arbitrarily, capriciously, punitively, or without educational basis.

20.1.4 If a unit member's request for a voluntary transfer/reassignment is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reason for the denial. The unit member may request and shall receive written reason for the denial following said meeting.

20.1.5 A unit member returning from an extended leave of absence shall be afforded those rights concerning reassignment as

specifically defined at the time the leave was granted, as included in the contract.

20.2 Involuntary Transfer/Reassignment (Administratively instituted transfers)

20.2.1 An involuntary transfer may be made:

20.2.1.1 To fill a vacancy caused by enrollment changes, either an increase or decrease. Or if a school is closed.

20.2.1.2 To improve the educational program within a school or within the District.

20.2.2 A good faith effort will be made by the administration to find an alternate solution before an involuntary transfer/reassignment is acted upon. In the event of an involuntary transfer/reassignment, the unit member shall be advised through a personal conference with the administrator, followed by written notification stating the reasons for the transfer/reassignment.

20.2.3 A unit member being involuntarily transferred/reassigned shall be consulted on his/her preference and shall be given consideration prior to the consideration of individuals who have voluntarily requested a transfer. Consideration will be made to place a unit member being transferred into an equivalent position.

20.2.4 If an involuntary transfer becomes necessary because of a surplus staff at a particular school, the District shall seek volunteers prior to making an involuntary transfer.

20.2.5 Placement of teachers who involuntarily transferred may be based on the following:

20.2.5.1 Credential limitations and qualifications.

20.2.5.2 Professional preparation (e.g.; degrees, area of study, recently completed study, experience by level and subject, recent experience, evidence of continued professional growth, etc.)

20.2.5.3 Specific program skills (e.g.; team experience, reading, resource, computer, math, library training, media skills, etc.)

20.2.5.4 Seniority shall be one of the considerations.

20.2.6 If a unit member is reassigned or transferred less than ten days prior to the first working day or after the first working day of the school, said member shall be given at least five (5) days' notice and either five days of release time or three days of pay. The District shall also provide assistance in moving materials to any new work location. Newly reassigned or transferred unit members shall be given priority for District-paid training and conferences.

### 20.3 Notification of Assignment

If the District is making reassignments, each unit member affected shall be given written notice not later than May 30 of the next year's assignment when possible. Such notice shall specify the grade, grade level, and subject area to which the unit member will be assigned.

20.3.1 In addition, any special student problems or conditions which are relative to the assignment shall be communicated to the teacher.

20.3.2 Should the District have need to reassign or transfer a unit member after designated date, written notification shall be made without delay.

### 20.4 Vacancies

20.4.1 A vacancy is any vacated, promotional, newly-created position or the District's need to purchase a preparation period.

20.4.2 The Superintendent shall deliver to the JTA President and post a list of all vacancies which occur during the school year and for the following year upon knowledge of the vacancies. The list shall contain the following:

20.4.2.1 A closing date that is at least seven (7) calendar days following the posting date.

20.4.2.2 A job description.

20.4.2.3 Qualifications necessary to meet the requirements of the position.

20.4.3 The District shall, upon request of a unit member, notify that unit member during recess or period of leave of any posted vacancies which may arise during the summer recess or period of leave. The unit member's request must be in writing. (The unit member shall provide a self-addressed stamped envelope.)

20.4.4 The Association shall be notified of all vacancies through school email.

20.4.5 If a unit member wishes to transfer or be reassigned he/she must file an application of intent.

20.4.6. The District shall, upon request of the unit member, deliver in writing the reasons for the unit member not receiving the vacancy, promotional position, newly created position, or purchase of prep period.

20.4.7 No assignment to fill the vacancy shall be made permanent until the closing date.

## 20.5 Seniority

20.5.1 Seniority is defined as the unit member's initial date of service to the School District in a certificated teaching position.

- 20.5.1.1 Unit members with the same initial date of service shall have their seniority number determined by lottery.
- 20.5.1.2 The lottery shall be conducted by the superintendent in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority, that seniority shall remain in effect for the unit member while employed in the District.
- 20.5.2 A unit member's seniority shall accrue during layoff.
- 20.5.3 If a unit member is assigned to a non-bargaining unit position within the District and the position requires a certificate, the unit member shall accrue seniority.
- 20.5.4 A unit member on an approved leave of absence shall continue to earn seniority while on such leave.

## ARTICLE 21

### NON-DISCRIMINATION

#### 21.1 Discrimination

The Board shall not discriminate for or against any unit member on the basis of, but not limited to, the following: race, color, religion or creed, age, gender, sexual orientation, national origin, political affiliation, domicile, marital status, physical handicap, membership in an employee organization, or participation in the activities of an employee organization.

#### 21.2 Application Forms

Application forms and oral interview procedures shall not refer to membership in or preference for an employee organization.

## ARTICLE 22

### PERSONAL/ACADEMIC FREEDOM

- 22.1 It is the position of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this position and the District acknowledges the fundamental need to protect unit members from unreasonable censorship or restraint which might interfere with the unit members' obligation to pursue truth in performance of their teaching functions.
- 22.2 A unit member shall have reasonable freedom in classroom presentations and discussions, and may introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.
- 22.3 If the material being presented is inappropriate for the age and maturity of the students or is inconsistent with the approved curriculum, the administration may require that the instructor discontinue the type or content of the presentation.
- 22.4 In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her personal political, and/or religious views.
- 22.5 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it adversely affects the unit member from performance of his/her assigned duties.
- 22.6 A unit member shall be entitled to full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member

shall be used for purposes of evaluation or disciplinary action unless said activities violate Ed. Code Section 44932. Bargaining unit members shall not be subjected to harassment, intimidation, abusive language, insults or interference during the course of and in the performance of their job-related duties.



## ARTICLE 23

### RETIREMENT

#### 23.1 Retirement Benefit

Bargaining unit members with a minimum of 15 years of full time service with the district who retire from STRS/PERS at age 55 or above will receive a \$15,000 retirement benefit. This benefit may be used for the purchase of health benefits, STRS time, or taken as cash.

In the event of the death of the retiree, any unpaid portion of the \$15,000 shall be paid to his/her estate.

See Appendix D of this agreement for the retirement form.

## ARTICLE 24

### PERSONNEL FILES

- 24.1 There shall be a single personnel file for each unit member placed in a District designated office.
- 24.2 Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon written authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Materials which may be excluded from inspection shall be limited to rating, reports or records, which were obtained prior to the employment of the unit member involved. Unit members shall have the right to obtain a copy of personnel file materials, upon request.
- 24.3 Information of a derogatory nature, except materials excluded in accordance with Section 24.2 above, except content of an evaluation, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comment thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction at a mutually agreed upon time (Education Code 44031). If the unit member alleges that the material is false and/or hearsay, a grievance may be initiated to determine the validity of such material. The material shall not be entered or filed unless and until such grievance sustains the material. In the event the District fails to comply with the provision of this section, such material shall not be allowed as evidence in any disciplinary action against the unit member or used by the District in any grievance filed by the unit member.

24.4 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. Material in excess of three (3) years of age may be removed by the unit member.

24.5 Documents must be signed and dated by the person or persons who draft and/or request placement of the material in the unit member's personnel file, excluding routine materials not related to a unit member's performance.

24.6 Access to a unit member's personnel file shall be limited to the appropriate administrator(s) and the unit member.

The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the date such requests were made. Such log shall be available to examination by the unit member or their authorized Association representative.

24.7 Whenever a personnel file is reviewed, an authorized representative of the District shall be present to monitor the safe keeping of its contents.

## ARTICLE 25

### EVALUATION

Administrators shall use the procedures and forms contained in Appendix C to evaluate the certificated bargaining unit members.

## ARTICLE 26

### PUBLIC AND PARENTAL COMPLAINT PROCEDURES

#### 26.1 Procedure

When citizens, parents, or guardians present informal complaints (oral) and/or formal (written) complaints regarding a unit member to school officials, no record shall be placed in their personnel files unless the following procedures have been followed.

#### 26.2 Informal Oral Complaint Procedure

26.2.1 The administrator receiving a complaint about a teacher shall encourage the complainant to present the complaint to the unit member.

26.2.2 Should the problem not be resolved with the unit member, the complaint may be presented to the unit member's immediate supervisor who may investigate and notify the unit member of the allegation. Such investigation shall include a conference with the complainant, the principal, and the unit member and the unit member's representatives. The investigation findings will be reported to the unit member within five (5) days of the conference.

26.2.3 If the complainant refuses to attend the conference, the complaint shall not be utilized by the District in any evaluation or disciplinary action against the unit member.

26.2.4 Disciplinary action may not be taken against any unit member unless consistent with just cause standards as set forth in Article 27.

#### 26.3 Formal (Written) Complaints

26.3.1 If the matter is not resolved at the informal (oral) level to the satisfaction of the complainant, the complaint must be put in writing within seven (7) working days and the original

submitted to the unit member with a copy to the unit member's immediate supervisor or the matter shall not go forward.

26.3.2 Should a formal written complaint be submitted, the unit member's immediate supervisor or a designee may conduct a formal investigation about the complaint. Such an investigation shall include a conference with the complainant, a District administrator, the unit member and/or the unit member's representative if desired.

26.3.3 The unit member shall be given prior notice of the formal (written) complaint and any related information that could be filed later, so that the unit member has a reasonable opportunity, seven (7) working days, to present relevant information to his or her immediate supervisor.

#### 26.4 Board Hearing

26.4.1 In the event that no resolution is reached at the formal meeting to the satisfaction of the complainant, the complainant may request in writing that the complaint be forwarded to the Board of Education for hearing.

26.4.2 The hearing may be a public session or a closed session at the election of the unit member within sixty (60) days of the receipt of the written complaint.

26.4.3 The administrator shall present to the Board in any such hearing the reasons and relevant data which it used in support of the position/conduct of the unit member in said complaint.

26.4.4 If the unit member is not satisfied with the Board's findings and believes the complaint to be false and/or based on hearsay, an appeal to the court may be initiated.

26.4.5 If no written complaint is received and the District has no independent evidence of inappropriate conduct related to the complaint, the matter is dropped.

## 26.5 Records

- 26.5.1 No record of any complaint shall be kept if an investigation by the District shows that the complaint is false or based solely on hearsay and has no basis in fact, and/or the District believes there should be no record.
- 26.5.2 Complaints that are withdrawn or are shown to be false shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
- 26.5.3 Anonymous complaints shall not be processed pursuant to the provisions of this section.
- 26.5.4 The Board shall not dismiss a unit member on the basis of unproven allegations in a public or parental complaint.

## ARTICLE 27

### JUST CAUSE/DUE PROCESS

#### 27.1 Just Cause/Due Process

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

#### 27.2 Progressive Discipline

27.2.1 The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps, a suspension without pay may be submitted to arbitration under Article 13 Grievance Procedure of the Agreement.

##### 27.2.1.1 Verbal Counseling/Warning

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

##### 27.2.1.2 Written Warning

Subject to 27.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member's file.



#### 27.2.1.3 Written Reprimand

Subject to 27.2.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

#### 27.2.1.4 Suspension without Pay

Subject to 27.2.1 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member will be suspended more than fifteen (15) working days, during the school year. In all instances, however, the length of a suspension will relate to the severity of the action.

### 27.3 Notice

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

27.3.1 A statement of the specific acts or omissions upon which the action is based.

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

27.3.3 Where applicable, the Education Code section, policy, rule, regulation or directive violated;

27.3.4 Penalty proposed and effective date;

27.3.5 Copies of the documentary evidence upon which the recommendations are based;

27.3.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the

arbitrations procedures of the Article 13 Grievance Procedure of this Agreement subject to 27.5.1 below.

#### 27.4 Administrative Leave

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

#### 27.5 Arbitration

27.5.1 Only suspension without pay may be appealed to arbitration under the grievance procedure in Article 13 Grievance Procedure of the Agreement commencing with section Arbitration Level. If appealed in a timely manner, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.

27.5.2 The Association must request arbitration by delivering written notice of appeal to the superintendent within twenty (20) working days after receipt of the notice. If the Association does not demand arbitration within the above timeline, the suspension without pay may be imposed immediately by the superintendent or designee.

#### 27.6 Confidentiality

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

## 27.7 Education Code

This Article is intended, for the purpose of suspension, to replace the provision of Education Code Sections 44944, but will not apply to suspension pursuant to the Education Code Sections 44940 or 44942. Nor is the Article intended to preclude the District's right to non-reelect probationary unit members.

## ARTICLE 28

### SALARY

#### Salary

28.1 The salary schedule is listed in Appendix A.

28.1.1 Bargaining unit members who, as of 7/1/15, are paid for units in excess of 90 shall continue to be paid at the rate of \$70 per unit in excess of 90. These individuals, listed on Appendix E, shall not be paid for additional units beyond those specified nor shall any other unit members be added to the list.

28.2 Experience

28.2.1 New teachers without teaching experience will be placed on Step 1.

28.2.2 Experienced teachers new to the District may not be placed above Step 8 on this salary schedule. Placement on Steps 2 through 8 will be on the basis of full time teaching experience.

28.3 Stipends

Appendix B of this agreement lists the stipend schedule.

28.4 Units

28.4.1 All academic units to be considered for salary increments must be acquired from an accredited college or university unless prior approval is granted by the Evaluation Unit Committee. See guidelines in Appendix F.

- 28.4.2 All units to be considered for salary increments must be approved by the Unit Evaluation Committee.
- 28.4.3 Professional growth units (in lieu) must be presented to the Unit Evaluation Committee for approval under the existing policy guidelines, at least 14 days prior to enrollment.
- 28.4.4 Approved work taken during the regular academic school year, and the summer of that school year will count toward reclassification for the ensuing year if appropriate proof is filed by the deadline.
- 28.4.5 Proof of enrollment or attendance must be filed with the District prior to September 1. By September 10th, a transcript or grade card must be filed to establish eligibility for salary movement.
- 28.4.6 Responsibility for submitting evidence of qualifications, experience, or units, for the certificated employee, rests with the employee.
- 28.5 All verifications for placement pursuant to all provisions of this salary shall be approved by the Unit Evaluations Committee. The Unit Evaluation Committee shall include the District Superintendent and two teachers selected by the Jamestown Teachers' Association.

## ARTICLE 29

### HEALTH AND WELFARE BENEFITS

The District agrees to pay up to a maximum of \$9000 per year for each full-time employee's annual health care coverage. The District's contribution for part-time employees will be prorated for those employees who participate in the benefits program. If a part-time employee chooses not to participate, there will be no District contribution.

# APPENDICES

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