
AGREEMENT

between

**the Del Mar California Teachers Association
(DMCTA)**

and

**the Del Mar Union School District
(DMUSD)**



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This document has been produced through the collaborative efforts
of representatives from the
Del Mar California Teachers Association and the
Del Mar Union School District,
who met from June 2001 through March 2002.

A sincere thank you to the individuals listed below for their
wisdom, dedication and leadership:

<i>Representing DMCTA</i>	<i>Representing DMUSD</i>
Nan Aposhian, Ashley Falls	Tom Bishop, Superintendent
Cassie Bruncker, Carmel Del Mar	Janet Bernard, Asst. Supt.
Lynn Carlson, Sage Canyon	Trish Snider, Director of Pupil Services
Jim Gianola, Del Mar Hills	Robyn Adams, Director of Fiscal Services
Shelley Grosse, Del Mar Hills	Gary Wilson, Principal
Tom Hauseur, Del Mar Heights	Barbara Myers, Board President
Sandy Johnson, Ashley Falls	Mindy Disraeli, Board Clerk
Randa Krakow, Del Mar Heights	Linda Crawford, Board Member
Janet Orr, Sage Canyon	Dr. Janet Lamborghini, Board Member
Jill Wojtkowski, Sage Canyon	Jeanne Waite, Board Member
Barbara Wright, Carmel Del Mar	

The DMCTA and the DMUSD are deeply indebted to Ken Butler, who served as facilitator for all sessions. His help and his calm direction were invaluable.

Preamble

This Agreement shall be made and entered into by and between the Board of Trustees of the Del Mar Union School District, which together with its administrative staff and representatives, shall be referred to in this Agreement as the "District" and the Del Mar California Teachers Association/California Teachers Association/National Education Association, the certificated employees' exclusive representative which together with its officers and representatives shall be referred to in this Agreement as the "Association".

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of Government Code, which shall be referred to as the "EERA."

For the DMCTA:

For the DMUSD:

Bill Porter, President, DMCTA

Thomas F. Bishop, Superintendent

Date

Date

DMCTA-DMUSD Vision Statement

June 27, 2001

We, the stakeholders in the DMUSD, are committed to:

- ❖ Operating in a trustworthy relationship with mutual respect
- ❖ Sharing common goals with a continued focus on quality education for all children
- ❖ Achieving our District's vision by honoring individuals and appreciating differences
- ❖ Promoting a fair working relationship through understanding and acceptance
- ❖ Demonstrating collaboration through shared decision-making which includes all stakeholders
- ❖ Valuing honest, open communication
- ❖ Using a total team process of consensus for problem solving with balanced representation
- ❖ Retaining a sense of community while adjusting to the growth in the District
- ❖ Embracing and supporting all new members, to encourage full participation in our educational community
- ❖ Providing and maintaining a contract based on mutual interests and utilizing Interest Based Bargaining.

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Article 1 - Recognition

- 1.1 The District recognizes the Association as the exclusive representative for the purposes of the Educational Employment Relations Act.
- 1.2 The bargaining unit shall include all full-time or part-time certificated employees in the Del Mar Union School District.
- 1.3 Excluded from recognition are those who are management, supervisory, or confidential employees, substitute teachers, and teachers hired exclusively for summer school.

Article 2 - Definitions

- 2.1 “District” is the Del Mar Union School District, its Board of Education, Administration, and other designated Representatives.
- 2.2 “Association” means the Del Mar California Teachers Association/CTA/NEA, its officers and representatives of the certificated bargaining unit in the District.
- 2.3 “Immediate supervisor” means the bargaining unit member’s administrator, supervisor or director employed by the District who has direct responsibility for supervising the bargaining unit member. Usually this person is the building principal.
- 2.4 “Bargaining unit member” means any District certificated employee who is included in the appropriate unit as defined in Article 1.2, therefore covered by the terms and provisions of this Agreement.
- 2.5 “Day” means days the District office is open for business.
- 2.6 “Duty day(s)” means day(s) during which bargaining unit members are required by contract to render service.

- 2.7 “Instructional day(s)” means day(s) pupils are present for instruction.
- 2.8 “Paid leave of absence” means a bargaining unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which he/she enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during his/her leave.
- 2.9 “Unpaid leave of absence” means a bargaining unit member shall be entitled to the same benefits accorded bargaining unit members who are on paid leave, excluding wages and benefits.
- 2.10 “Daily rate of pay” means the bargaining unit member’s annual scheduled salary divided by the number of duty days required by the Agreement.
- 2.11 “Hourly rate of pay” means the daily rate of pay divided by daily duty hours.
- 2.12 “District extra hourly rate” means the mutually negotiated hourly rate for extra assigned duties, such as curriculum writing task forces and IEP’s.
- 2.13 “Building” means a site or location where bargaining unit member’s work.
- 2.14 “Seniority” means length of continuous service in the District.
- 2.15 “Immediate family” means the employee’s, or the employee’s spouse’s, mother (stepmother), father (stepfather), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the bargaining unit member.
- 2.16 “Caseload” means all pupils for whom a special education bargaining unit member (Special Day Class Teacher, Resource

Specialist, Speech/Language Pathologist, Adapted Physical Education Specialist) provides special education services.

- 2.17 “Unduplicated” means a count of special education students for whom a specialist is the case manager and is responsible for completing the IEP process.
- 2.18 “Duplicated” means a count of special education students for whom the specialist is responsible solely for the goals/objectives and service for their area of expertise and not for case management.

Article 3 - Association Rights

- 3.1 The Association may use District facilities upon notification. The Association agrees to comply with reasonable District rules and regulations governing use of school facilities. Association representatives conducting organization business shall, upon arriving at a site, report initially to the office of the principal to announce their presence and purpose. Such visits shall be scheduled only during the employee’s duty free lunch period or non-duty hours. The Association shall ensure that the District has a current list of authorized Association representatives.
- 3.2 The Association shall have the right to post notices on bargaining unit member bulletin boards provided by the District at each school site in areas frequented by bargaining unit members. The Association may use the District mail services and teacher mailboxes for communications to bargaining unit members. The distribution of Association material is subject to the workload of the District mail delivery service. The Association is responsible for the content of all information sent in the District mail and posted on bulletin boards.
- 3.3 The site principal and Association representative shall mutually develop agenda placement and time allotment for association business at each faculty meeting as needed.

- 3.4 Authorized representatives of the Association shall be permitted to transact Association business on their non-duty time, as long as it does not interfere with the instructional program.
- 3.5 The District shall provide an up-to-date directory, including bargaining unit members' addresses, phone numbers, and e-mail addresses, to the Association by the first week of October.
- 3.6 The District shall provide to the Association the school assignments of all bargaining unit members by the first week of October.
- 3.7 The District shall provide one complete Board packet to the Association President or his/her designee in a timely manner.
- 3.8 The Association shall be provided up to twenty (20) days of released time per year to conduct Association business without loss of pay or benefits. No individual association member shall be released for more than five (5) days unless mutually agreed upon by the District and the Association. All released time must be taken in increments of one-half (1/2) or one (1) day.
- 3.9 The District shall provide substitutes for one (1) bargaining unit member per site, chosen by the Association, to serve on the District budget committee.
- 3.10 The Association shall have bargaining unit members on all selection panels for the hiring of certificated teaching, management, and supervisory positions when possible. Whenever feasible, the Association representatives will be from the same site and/or grade level team to which the position will be assigned.

Article 4 - Management Rights

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the operation of the District to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; 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 the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, repair, maintain, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, layoff, terminate and discipline employees; and to determine the effects and impact of any action implementing these rights, insofar as they do not detract nor diminish the specific provisions of this Agreement.

- 4.2 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 terms of this Agreement, and then only to the extent such terms are in conformance with law.
- 4.3 The District retains its right to amend, modify or rescind this Agreement in cases of emergency. The determination of whether an emergency exists is solely within the discretion of the Board of Trustees. Emergency shall be defined as but not limited to: a natural disaster, national emergency, act of God, epidemic, or similar catastrophe. When the Board determines that the emergency no longer exists, the Agreement, which was amended, modified, or rescinded, during the emergency, shall be reinstated.

Article 5 - Non-Discrimination

The District shall prohibit discrimination because of race, color, national origin, sexual orientation, religion, sex, age, disability, marital status, membership in an employee organization,

participation in the activities of an employee organization or exercise of the rights contained in this Agreement.

Article 6 - Negotiations Procedures

- 6.1 The Association and the District agree that any article of the contract, including salary and benefits (Article 19), may be reopened at any time by mutual agreement.
- 6.2 Article 19 shall be open for negotiation annually unless the parties mutually agree to a multiple year term on salary and benefits.
- 6.3 For articles other than salary and benefits, either party shall have the right to reopen negotiations on up to three (3) articles per year. Such unilateral reopeners shall be initiated during the period of September 1 through April 30.
- 6.4 Meetings shall take place at mutually agreeable times and places, providing that meetings commence within thirty (30) days from receipt of a written request. The District shall provide substitutes for teachers who attend collective bargaining sessions during the duty day.
- 6.5 The meetings shall be closed to the public. One common set of minutes shall be taken and ratified at the next meeting. Neither side shall take or permit tape recordings of the sessions.
- 6.6 Within thirty (30) days of ratification of the Agreement by both parties, the District shall supply one (1) copy for each bargaining unit member and deliver to the Association for distribution. The District shall give copies of the Agreement to any new bargaining unit members it hires.
- 6.7 Any individual contract between the Board and a bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement, unless mutually agreed to by the Superintendent and the Association Executive Board.

Article 7 - Savings and Separability

- 7.1 Should any provisions of the Agreement be declared illegal by a court of competent jurisdiction or by the Public Employee Relations Board, said provision shall be deleted from this Agreement to the extent it violated the law. The remaining provisions shall remain in full force and effect.
- 7.2 If there is a legislative or statutory change or directive from the State Department of Education affecting the provisions of this Agreement, either party may open negotiations on the affected provision.

Article 8 - Maintenance of Standards and Practices

- 8.1 The District shall not reduce or eliminate any health and welfare benefits or past practices that are within the scope of collective bargaining unless otherwise provided by the express terms of this Agreement.
- 8.2 This Agreement shall supersede any rules, regulations, or practices of the District, which are contrary to, or inconsistent with, its terms.

Article 9 - Grievance Procedure

- 9.1 Definitions:
- 9.1.1 A “*Grievance*” is a claim by one (1) or more bargaining unit member(s) that the District has violated, misinterpreted, or misapplied a provision of this Agreement.
- 9.1.2 A “*Grievant*” is a bargaining unit member(s) making the grievance.

9.1.3 A “Day” is any day of the week in which the central administration office of the District is open for business.

9.2 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise affecting the welfare or working conditions of bargaining unit members. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

9.3 Procedure:

9.3.1 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant’s immediate supervisor. Such conference, as well as actual formal filing of a written grievance, in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Level I.

9.3.2 Level I: No later than twenty (20) days following the act or omission giving rise to the grievance, or no later than twenty (20) days following the date upon which the grievant reasonably should have known of the act or omission, the grievant must present such grievance in writing to his/her immediate supervisor using the grievance form with a copy simultaneously provided to the President of the Association and the Superintendent. The written grievance shall describe the event giving rise to the grievance, must list the specific provisions of the Agreement which were allegedly violated, and shall provide a minimum of two (2) options to remedy the grievance. The immediate supervisor shall communicate a written decision to the bargaining unit member within fifteen (15) days after receiving the grievance. If the grievance is denied, the immediate supervisor shall state, in writing, the rationale for the denial.

9.3.3 Level II: If the grievant is not satisfied with the disposition of the grievance at Level I, he/she may appeal

the grievance in writing with the Superintendent or his/her designee, within fifteen (15) days after receipt of the Level I response. The Superintendent or his/her designee shall communicate a decision in writing within fifteen (15) days after receiving the appeal. Either the grievant or the administrator may request a personal conference within this time frame. Any request for a conference at this level shall be granted.

9.3.4 Level III: If the grievant is not satisfied with the decision at Level II, or if Level II is unsuccessful in resolving the grievance, he/she may appeal the Superintendent's ruling to the Board of Trustees. Such appeal must be in writing and filed with the Board President within thirty (30) days of the decision from Level II. Upon receipt of the appeal, the Board shall render its decision within thirty (30) days. The Board shall have the option to conduct a closed session hearing.

9.3.5 Level IV: If the grievant is not satisfied with the decision at Level III, or if Level III is unsuccessful in resolving the grievance, he/she may request in writing that the grievance be submitted for mediation. Upon mutual agreement of the District and the Association, the grievance may be submitted to mediation in attempt to resolve the grievance. If there is agreement to submit the grievance to mediation, the parties shall retain a mediator trained in interest-based negotiations. The mediation group shall consist of the grievant, the Association Representative, the Administrator involved, and the Superintendent. The mediator shall be mutually agreed upon by the Association and the Administration. The cost of the mediator shall be shared equally by the Association and the DMUSD. The mediation shall be limited to six (6) hours of mediation which shall be completed within twenty (20) days after the request for an interest-based mediator. The parties may mutually agree in writing to extend this timeline. Statements and offers of settlement made in the mediation process shall not be referred to in subsequent proceedings. If

mediation does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Level V.

- 9.3.6 Level V: If the grievant is not satisfied with the decision at Level IV, or Level IV is unsuccessful in resolving the grievance, he/she may request in writing a three-party intervention. The three-party intervention shall be conducted by a panel comprised of three (3) members, which shall review all documents and evidence to determine if the contract is violated. If the panel determines the contract is violated, it shall select a reasonable remedy to the grievance. The decision of the panel majority shall be binding and final as to all parties and shall complete the grievance process.

None of the members of the three-party intervention panel shall be an employee of the Association. The three party intervention panel shall be comprised of one member selected by the Association, one member selected by the Superintendent, and a third member to be selected by the first two members. Fees and costs of the panel member selected by the Association shall be paid by the Association. Fees and costs of the panel member selected by the District shall be paid by the District. Fees and costs of the third panel member shall be shared equally by the Association and the District.

- 9.4 A grievant may be accompanied at all levels of the grievance procedure by an Association representative(s).
- 9.5 No party of interest at any level of the grievance procedure will be required to meet with any administrator concerning the grievance without a representative present.
- 9.6 When it is necessary for a grievant and a representative designated by the Association to attend a grievance meeting or hearing during the workday, he/she shall be released without loss of pay in order to participate in the foregoing activities. Any bargaining unit member who is required to appear in such scheduled meetings or hearings will be accorded the same right.

- 9.7 All records dealing specifically with the processing of a grievance shall be filed separately from the personnel file of the participants.
- 9.8 Failure of the District administrators to meet the timelines specified after the informal step of the grievance procedure shall render the grievance valid and one of the options provided by the grievant from level I shall be effectuated.
- 9.9 Failure of the grievant to meet the timelines specified after the informal level shall render the grievance null and void.
- 9.10 Time limits provided for each level shall begin the day following receipt of the grievance appeal or written decision.
- 9.11 No reprisals of any kind will be taken by any member or representative of the Administration or the Board or by the Association against any grievant, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 9.12 Forms for filing grievances and other necessary documents will be prepared jointly by the Superintendent or his/her designee and the Association. The District shall provide for printing such forms. *(The grievance form is attached to this contract as Appendix 1.)*
- 9.13 A bargaining unit member may present grievances to the employer and have such grievances adjusted without the intervention of the Association, as long as the adjustment is consistent with terms and conditions of this written Agreement. After a bargaining unit member presents a Level I grievance, the Association shall have the right to be present and state its views at Levels I through IV grievance meetings.
- 9.14 District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

Article 10 - Transfers and Assignments

10.1 Definitions:

- 10.1.1 A *transfer* is a change of work location between schools or facilities.
- 10.1.2 A *reassignment* is a change of assignment or grade level at a worksite
- 10.1.3 A *voluntary transfer/reassignment* is one which is initiated by the bargaining unit member.
- 10.1.4 An *involuntary transfer/reassignment* is one which is not initiated by the bargaining unit member, but rather by the administration.
- 10.1.5 A *vacancy* is any job opening within the District directly or indirectly created by a termination, resignation, retirement, staff addition or change in enrollment.
- 10.1.6 Length of service in the District commences on the first day of paid service in the District.

10.2 Notification of Assignment

- 10.2.1 Each bargaining unit member shall be given written notice of the next year's assignment not later than the last working day of the school year, unless the Superintendent and the DMCTA president mutually agree upon an extension. Such notice shall specify the building, grade level, and/or assignment to which the bargaining unit member will be assigned.
- 10.2.2 The District shall post a current list of all known vacancies in each school, the District office, and on the District website. During the summer the current list shall be posted in the District office and on the District website. No vacancy shall be filled until at least five (5) working days following posting

of the notice. The notice of each vacancy shall clearly set forth the qualifications for the position, the assignment, the start date, and the date by which the applicant must file the application.

10.2.3 In order to accommodate unanticipated vacancies, the normal five (5) day posting period for vacancies shall be shortened for the period from two(2) weeks prior to the first student day of school to two weeks after the first student day of school. During this period, the posting period shall be two days. Posting requirements during this period may be waived subject to mutual agreement of the District and DMCTA.

10.2.3.1 During the period when the shortened posting period is in effect, bargaining unit members may request to be personally notified of any vacancies that occur. In order to receive personal notification, the bargaining unit member must submit a written request for such notification to the Director of Human Resources.

10.3 Priorities for Placement

10.3.1 Placement of current bargaining unit members in vacant positions shall be given priority before hiring new teachers from outside the district.

10.3.2 Priorities for placement of voluntary and involuntary transfers/reassignments shall be in the following order:

- a. Bargaining unit members who are subject to involuntary transfer/reassignment
- b. Bargaining unit members currently assigned at a site where a vacancy exists
- c. Bargaining unit members assigned to other district sites

10.4 Voluntary Transfer or Reassignment

- 10.4.1 When a vacancy is advertised, bargaining unit members may request a voluntary transfer/reassignment to the vacant position. The request to be considered for the position shall be delivered in writing to the Director of Human Resources by the deadline prescribed in the vacancy announcement.
- 10.4.2 The District shall maintain a data base of bargaining unit members requesting transfers or reassignments. Records of such requests shall be kept on file for a period of three (3) years.
- 10.4.3 In acting on requests for a voluntary transfer or reassignment, the following criteria shall be considered in determining approval of requests for voluntary transfers and reassignments:
- a. Credential and training of the bargaining unit member
 - b. Length of service with the district
 - c. The preferences of the bargaining unit member
 - d. The preference of the site administrator(s) including program needs, qualifications that support student learning and team dynamics
 - e. The affirmative action policy of the District
 - f. Prior transfer requests
- 10.4.4 The District shall notify the bargaining unit member if he/she is not given the transfer or reassignment. The bargaining unit member may, within ten (10) days of this notice, request the reason(s) in writing for not being selected for the transfer or reassignment. The District shall provide the reason(s) within ten (10) days of the request.

10.5 Involuntary Transfers or Reassignment

- 10.5.1 Involuntary transfers or reassignments may be made for the following reasons:
- a. To balance the certificated staff of the District by considering factors related to the affirmative action policy of the District

- b. Educational needs of the students
- c. A change of enrollment necessitating transfer of staff
- d. Modification of instructional program
- e. Lack of funding and/or declining enrollment
- f. To provide an opportunity to evaluate a bargaining unit member in a different environment

10.5.2 When making involuntary transfers or reassignments, administrators shall take the following factors into consideration in making their final decision:

- a. Length of service of the bargaining unit member in the District, at a particular grade level or assignment, or at a school site
- b. BTSA recommendations that new teachers have the opportunity to remain at the same grade level for at least two years, but not necessarily at the same school site.
- c. Team dynamics and ability to work effectively in collaboration.
- d. Prior involuntary transfer history
- e. Consideration of individual preferences

10.5.3 Bargaining unit members who are notified that they are to be involuntarily transferred/reassigned may, within ten days of receipt of the notice of involuntary transfer/reassignment, request the reasons in writing for the involuntary transfer/reassignment. The District shall provide the reason(s) in writing within ten (10) days of receipt of the request.

10.5.4 Bargaining unit members who are classroom teachers shall be reassigned or transferred no more than once during two (2) consecutive school years.

10.5.5 Notice shall be given of involuntary transfer or reassignment as soon as possible.

10.5.6 No bargaining unit member shall be involuntarily transferred or reassigned arbitrarily or capriciously.

10.6 Involuntary Transfer/Reassignment Compensation

- 10.6.1 Bargaining unit members who are involuntarily transferred/reassigned within three (3) duty days prior to the first student day of school, or anytime after the beginning of the school year, shall receive two (2) compensatory days or a stipend equivalent to two (2) days at their daily rate of pay.
- 10.6.2 A maximum of three (3) bargaining unit members who are on a team that receives an involuntarily transferred/reassigned teacher within three (3) duty days prior to the beginning of the school year, or anytime after the beginning of the school year, and who volunteer to assist the new team member shall be provided one (1) day of paid release time, one comp day, or a stipend equivalent to one (1) day at their daily rate of pay in order to prepare with the new team member. The provisions of this section shall also apply to teams that add a new teacher hired from outside the school district within the specified time periods.
- 10.7 Bargaining unit members returning from leave shall be assigned a position in accordance with the provisions of Article 10.
- 10.8 The district agrees to make a good faith effort to limit the number of assignment location changes within a site. ("Assignment location change" is defined as the physical relocation from one room to another.
- 10.9 The District shall provide assistance in moving a bargaining unit member's materials whenever a bargaining unit member is transferred/reassigned for any reason.

Article 11 - Evaluations

- 11.1 It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and in realizing their

potential. It is further recognized that information gathered through periodic evaluations will enable Board of Trustees decisions, for which a bargaining unit member's competence is relevant, to be made in a just and equitable manner.

- 11.2 Probationary and temporary bargaining unit members shall be evaluated each school year. Permanent (tenured) bargaining unit members shall be evaluated every other school year. Those teachers receiving a "needs improvement" may be evaluated every year. If a bargaining unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for eighteen (18) weeks or longer, such evaluation shall take place during the first year of return to duty.
- 11.3 Bargaining unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15 of the year in which the evaluation is to take place.
- 11.4 The bargaining unit member being evaluated and the evaluator shall meet no later than October 15 to discuss objectives and standards to be achieved during the evaluation period.
- 11.5 In the event of a disagreement over the objectives, standards and/or evaluation schedule, the bargaining unit member and evaluator shall:
 - 11.5.1 Make a good faith effort to resolve the difference themselves.
 - 11.5.2 If the disagreement persists, the parties may invite a mutually agreed upon third party to assist in resolving the difference. The third party shall recommend alternatives to the bargaining unit member and evaluator.
 - 11.5.3 If either the bargaining unit member or evaluator reject the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in

dispute and to have a written statement attached to the evaluation form.

11.5.4 The bargaining unit member shall have the right to identify any constraints which the bargaining unit member believes may inhibit his/her ability to meet the objectives and standards established.

11.6 During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The bargaining unit member may initiate a change of these objectives and standards in a manner prescribed in section 11.4 above.

11.7 The evaluation process shall include the following activities:

11.7.1 Classroom observations shall last at least thirty (30) minutes. One (1) mutually planned observation shall be conducted for each evaluation cycle for all permanent teachers and two (2) for probationary teachers and shall be followed by a conference with written feedback within ten (10) days. Any observation in addition to those specified in this article should be beneficial and of value to both evaluator and evaluatee. Such observations must not be detrimental to instructional process.

11.7.2 A bargaining unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences, and written evaluations. Such entitlement includes a pre-observation conference.

11.7.3 The immediate supervisor shall meet with first-year probationary employees by February 1, or no later than the midpoint of the bargaining unit member's instructional year. At this meeting, the immediate supervisor shall review the teacher's performance in the first semester and inform the teacher whether any problems were noted that could result in the teacher being denied permanent status. If any such problems are identified, the immediate supervisor shall provide the

bargaining unit member, at this meeting, with a written assistance plan (see 11.7.4) designed to allow the bargaining unit member to make the improvements necessary to attain permanent status. If problems persist that could result in the teacher being denied permanent status, the teacher shall again be provided with a written assistance plan (see 11.7.4) designed to allow the bargaining unit member to make the improvements necessary to attain permanent status.

11.7.4 In the case of negative evaluation(s), or if any problems are noted, the evaluator shall take positive action to develop a written assistance plan which will assist the bargaining unit member in correcting any cited deficiencies. The evaluator's role to assist the bargaining unit member shall include, but not be limited to, the following:

11.7.4.1 Specific recommendations for improvement.

11.7.4.2 Direct assistance to implement such recommendations.

11.7.4.3 Provision of additional resources, without cost to the bargaining unit member, to be utilized to assist with improvements.

11.7.5 In preparing the final evaluation form for placement in the bargaining unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Unsubstantiated statements shall not be included in the evaluation.

11.8 A bargaining unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the bargaining unit member has no authority or ability to correct deficiencies.

- 11.9 A final evaluation conference between the bargaining unit member and evaluator shall be held no later than thirty (30) days prior to the end of the teacher work year to discuss the content of the final evaluation form. In the event the bargaining unit member disputes the content, the bargaining unit member may prepare a written statement, which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain only ratings of “satisfactory,” “needs improvement,” and “unsatisfactory.”
- 11.10 Bargaining unit members shall not be required to participate in the evaluation of other bargaining unit members.
- 11.11 Responsibility for the collection and determination of necessary data shall be determined mutually between the evaluator and the evaluatee. This data will verify the accomplishment of performance objectives. The following are options:
- 11.11.1 Structured observations (announced and unannounced)
 - 11.11.2 Evaluation by other administrators
 - 11.11.3 Services provided to others in the District (workshops conducted, advising committees, study groups, task forces)
 - 11.11.4 Other documentation provided by the evaluatee
 - 11.11.5 Other evaluation techniques generally accepted by the profession
- 11.12 The performance objectives established at the initial conference may be revised upon the request of the evaluatee with the agreement of the evaluator. Some of the factors, which might lead to requests for revision of performance objectives, are:
- 11.12.1 Change in the composition of the class
 - 11.12.2 Students improperly assigned
 - 11.12.3 Class reorganization

- 11.12.4 Evidence that objectives are not suitable for the class
- 11.12.5 Exceptionally poor student attendance patterns
- 11.12.6 Inadequate instructional facilities, equipment, supplies or materials
- 11.12.7 Significant change in class size
- 11.12.8 A significantly large number of students with major learning disabilities and/or health problems
- 11.12.9 Prolonged teacher absence
- 11.13 The evaluation of bargaining unit members pursuant to this Article, shall not include or be based upon the following:
 - 11.13.1 The personal life or lifestyle of a bargaining unit member, his/her personal opinions, and scholarly, literary, or artistic endeavors
 - 11.13.2 Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purpose of evaluation, discipline, or discharge of the bargaining unit member
- 11.14 Association representative(s) may be present at meetings described in this Article.
- 11.15 A committee composed of two (2) teachers appointed by the Association and two (2) management employees appointed by the District shall develop the evaluation documents necessary to implement this Article which shall become part of this Agreement. *(The evaluation forms are attached to this contract as Appendices 2-5.)*

Article 12 - Personnel File

- 12.1 There shall be a single personnel file for each bargaining unit member. Personnel files shall be kept in the central administrative office of the District.
- 12.2 Access to the files shall be limited to the bargaining unit member, persons authorized in writing by the bargaining unit member, authorized District personnel or by court order. Records shall be maintained with the personnel file indicating purpose, date, and identification of person(s) to whom the file was released.
- 12.3 Materials in the personnel file of a bargaining unit member shall be made available for inspection by the bargaining unit member involved with prior notification. Bargaining unit members shall have the right to inspect and obtain a copy of personnel file materials upon request. Upon authorization by the bargaining unit member, an Association representative may review the bargaining unit member's file or accompany the bargaining unit member in his/her review of the file.
- 12.4 Information of a derogatory nature shall not be entered or filed unless and until the bargaining unit member is given an opportunity to review and comment thereon. A bargaining unit member shall have ten (10) days to enter, and have attached to any such alleged derogatory statement, his/her own comments thereon.
- 12.4.1 If the bargaining unit member alleges that the material is false and/or unsubstantiated, he/she shall meet informally with the individual attempting to enter the alleged derogatory statement to attempt to resolve the disagreement.
- 12.4.2 Failing to reach a mutual resolution, the bargaining unit member may request a review committee composed of two representatives selected by the bargaining unit and two management unit members to resolve the dispute about the validity of the material. This committee shall convene within thirty (30) working days of a written request by the bargaining unit member.

- 12.4.3 In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary or dismissal action against the bargaining unit member or used by the District in any grievance filed by the bargaining unit member.
- 12.5 All material placed in a bargaining unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. The bargaining unit member must receive a copy of the material within ten (10) days of the date the document was prepared and has ten (10) days to respond in writing. Documents in the personnel file shall be added in a timely fashion and in no circumstances shall material be added that has not been discussed with the bargaining unit member within three (3) months of the event. Documents shall not reference events or disciplinary actions that occurred more than twelve (12) months prior to the preparation of the documents entered into the personnel file.
- 12.6 Derogatory material remaining in a bargaining unit member's file for a period of three (3) years shall be removed from the file at the bargaining unit member's written request.
- 12.7 Anonymous materials shall not be placed in the personnel file.

Article 13- Professional Responsibilities/Hours of Employment/Duty

13.1 Professional Responsibilities

The bargaining unit member has the responsibility to perform the following core professional duties:

- Back to School Night
- Class placement process
- Duty supervision
- Enrichment teacher collaboration
- 504 meetings for a student in the bargaining unit member's class

Grade level team collaboration
Grade student work
IEP meetings for a student in the bargaining unit member's class
Maintain teacher web page
Open House
Parent communication
Parent/Teacher Conferences
Participate in one school site committee per Article 13, section
13.5.1 of this agreement
Prepare report cards
Room Parent/volunteer collaboration
Specialist collaboration (RSP, SDC, OT, APE, SLP)
SST meetings for a student in the bargaining unit member's
class
Staff meetings per contract
Wednesday district/site meetings

13.2 Workday:

- 13.2.1 A bargaining unit member's workday shall be seven (7) hours, which includes a duty free lunch of at least forty-five (45) consecutive minutes. Rainy day/minimum day lunch shall consist of at least thirty (30) consecutive minutes of duty free obligations. Bargaining unit members may leave campus during their duty free lunch.
- 13.2.2 Daily hours of employment for bargaining unit members shall begin at 7:45 a.m. and end at 2:45 p.m. unless released earlier by their supervisor. Association officers and faculty site representatives shall be permitted to leave the work site following the end of the instructional day to attend Association activities. The Association shall notify the District of these dates.
- 13.2.3 The length and number of student recesses shall be mutually determined by the faculty and the principal at each site with the final approval of the bargaining unit and the District Superintendent.

- 13.2.4 The length of the instructional day shall be mutually determined by the bargaining unit and the District Superintendent.
- 13.2.5 Bargaining unit members shall be excused from school at the end of the instructional day on any regular school day preceding a Board approved holiday after meeting any scheduled duty responsibility.
- 13.2.6 Faculty meetings shall be held on no more than two Tuesdays per month. Faculty meetings shall not extend more than forty-five (45) minutes past the end of the regular duty day. The District agrees not to schedule any District inservice on Tuesdays after the regular instructional day has been concluded.
- 13.2.7 The District will implement a modified student instructional schedule on Wednesdays during the school year. The modified schedule will provide for professional development Professional Learning Community (PLC) work from 12:45 p.m. until 2:45 p.m. on the first and third Wednesdays of each month.
- 13.2.7.1 The first and third Wednesday of each calendar month will be reserved to implement Professional Learning Community (PLC) for a minimum of one hour with the second hour available for either continuing Professional Learning Community (PLC) or staff development.
- 13.2.7.2 The school site principal and PLC teams may develop opportunities for additional PLC time as needed utilizing ideas such as, but not limited to, a cross-grade level buddy system, assemblies, and substitute release time.
- 13.2.7.3 On the second, fourth and fifth Wednesdays of each calendar month, the Bargaining Unit Member's duty day ends at 12:45 p.m.

13.2.7.4 The District will attempt to schedule cross-District committee meetings that make use of teachers who are paid stipends on the second, fourth and fifth Wednesdays of each month. (Examples of stipend committees are PAR, BTSA, and curriculum content committees.)

13.2.7.5 Special Education job-related meetings may be scheduled on the first and third Wednesdays of each month as needed. Special Education teachers will participate in the grade level and site/District staff development/professional development as assigned by the site principals and coordinated with the Director of Pupil Services.

13.3 Preparation Time:

Bargaining unit members shall be provided with the preparation time as detailed in Article 18, section 18.2 of this agreement.

13.4 Parent-Teacher Conference/IEP Meetings

13.4.1 Parent-Teacher Conferences shall be held on minimum days.

13.4.2 Bargaining unit members who work in a general education setting shall have appropriate prior notice for all IEP meetings in which they are involved. Attendance for general education teachers at an IEP meeting shall not extend more than one hour beyond the duty day.

13.4.3 Bargaining unit members who attend legally-mandated IEP meetings that extend more than one (1) hour beyond the duty day shall be compensated at the District extra hourly rate.

13.5 Adjunct Duties

13.5.1 Bargaining unit members will be required to serve on one site committee per year. Site committee obligations may require work beyond the normal work day, not to exceed five (5) hours per school year. Site Committee obligations requiring additional work beyond five (5) hours per school year will be compensated at the District extra hourly rate of pay. (To be implemented July 1, 2005)

13.5.2 Administrators will make a good faith effort to assign adjunct duty in a manner that is equitable to staff members.

13.5.3 Bargaining unit members shall be required to perform no more than the equivalent of seventy five (75) minutes of playground, bus or recess supervision duties per school week.

13.5.3.1 Bargaining unit members assigned to the following special education positions perform daily duty by serving their caseload and will not be required to serve on the site duty schedule except as provided in section 13.5.3.2:

Adapted Physical Education Specialist
Autism/Behavior Specialist
Resource Specialist
School Psychologist
Special Day Class Teacher
Speech/Language Pathologist

13.5.3.2 Resource Specialists at a single site may be inserted into the duty schedule during conference weeks to help alleviate the duty load for general education teachers. Site

administrators will oversee the assignment of this duty.

13.5.4 Bargaining unit members may volunteer to serve on District level committees. Bargaining unit members who serve on District level committees outside of the work day will be compensated at the District extra hourly rate or receive a stipend.

13.5.5 With prior administrative approval, bargaining unit members who participate in activities beyond the work day will be compensated at the District hourly rate or receive a stipend. Such activities may include sixth grade camp and field trips.

13.6 Work Year

The work year for bargaining unit members shall be one hundred eighty four (184) days consisting of one hundred eighty (180) student attendance days and four (4) days for teacher preparation. The district will also provide bargaining unit members with three (3) optional paid staff development days each year. A minimum of two (2) full days of the four (4) teacher preparation days shall be provided at the beginning of the school year without administrative or faculty meetings.

Article 14 - Safety Conditions of Employment

14.1 Bargaining unit members shall not be required to work under hazardous conditions or to perform tasks that may endanger their health or safety. The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act (CAL/OSHA).

14.2 Bargaining unit members have a responsibility to advise the District immediately of any condition, which a responsible person would consider unsafe. The District has a responsibility to respond and remedy in a timely manner.

- 14.3 Bargaining unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical contact reasonably necessary to insure safety of bargaining unit members and pupils. Under such circumstances, an employee must exercise reasonable judgment and must act and react in a prudent manner.
- 14.4 Bargaining unit members shall immediately report cases of assault, injury, or threatening behavior suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately investigate and take appropriate action, which may include a report of the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The principal will consult with the offended teacher to address the teacher's concerns during the investigative process. The Superintendent/principal shall comply with any reasonable, legal request from the bargaining unit member for information in the possession of the District relating to the incident or the persons involved and shall act in appropriate ways as liaison between the bargaining unit member, police and courts.
- 14.5 The District shall compensate bargaining unit members for work related medical and property loss due to assault, accident, vandalism, or theft.
- 14.5.1 The District shall reimburse bargaining unit members for any work related medical costs not covered by the member's own personal insurance.
- 14.5.2 The District shall reimburse bargaining unit members up to \$1,000 for the repair or replacement of work related personal property not covered by the member's own personal insurance. The equipment or property must be verified annually by the member's supervisor as necessary to the instructional program. (*The Personal Property form is in development and will be distributed as soon as it is available.*) The District will not be responsible for unverified equipment.

- 14.6 The District shall provide support, which may include counseling, legal, and other assistance as appropriate, to bargaining unit members who may be assaulted while in performance of their duties.
- 14.7 The District shall take appropriate action against a pupil if a bargaining unit member's person or property is injured or damaged by the willful misconduct of the pupil that occurs during the course and scope of employment.
- 14.8 The District shall inform and train bargaining unit members in safety procedures. The District will publish and make available a handbook, which will contain policies including, but not limited to: general safety procedures, emergency plans and procedures, self-protection, sexual harassment, and crisis management.

Article 15 – Leaves

- 15.1 Personal Illness and Injury Leave (Ed. Code Section 44978)
- 15.1.1 Bargaining unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave available to the bargaining unit member from the first day of each year. Sick leave may be used by the bargaining unit member for personal illness or injury. Sick leave that is not used shall accumulate from year to year without limit.
- 15.1.2 Bargaining unit members who work less than full-time and/or who work on extended work year shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 15.1.3 In addition to all sick leave entitlement a bargaining unit member may accumulate within the district, he/she shall

also be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications in another California school district.

15.1.4 The District shall provide each bargaining unit member with an accounting of the number of days of sick leave he/she has accumulated, plus the number of days to which the bargaining unit member is entitled for the current school year. The District shall provide an accounting of such days to bargaining unit members by October 15 of each school year.

15.1.5 Upon exhaustion of all accumulated sick leave, a bargaining unit member who would otherwise qualify for sick leave under the provisions of this article shall receive, for up to one hundred (100) days, the difference between his/her pay and the amount actually paid a substitute, or if no substitute has been employed, the amount that would be paid a substitute, or fifty (50) percent pay, which ever is greater.

15.1.6 Bargaining unit members may use accumulated sick leave as set forth in this Article for disabilities caused by pregnancy, miscarriage, or childbirth, and recovery there from. The length of such sick leave including the date that the leave is to begin and the date that the duties are to be resumed shall be determined by the bargaining unit member's physician, who shall provide the District with written confirmation of disability.

15.1.7 If a bargaining unit member is absent for a half-day (1/2), one-half (1/2) day of sick leave will be deducted.

15.2 Personal Necessity Leave (See Ed. Code Section 44981)

15.2.1 Accumulative leave which is credited under sick leave in this Agreement may be used, at the bargaining unit member's election, for purpose of personal necessity provided that use of such personal necessity leave does

not exceed ten (10) days in any school year. There shall be no accumulation from year to year of such days. When the ten (10) days are exhausted and more time is needed, the bargaining unit member may petition the Superintendent for an extension.

15.2.2 Personal necessity leave shall be granted to a bargaining unit member for the following reasons:

15.2.2.1 Death or serious illness of a member of a bargaining unit member's immediate family

15.2.2.2 Accident or incident involving the bargaining unit member's personal property, or the personal property of a member of the bargaining unit member's immediate family that requires the bargaining unit member's absence from work

15.2.2.3 Appearance in court as a litigant

15.2.2.4 The birth of a child making it necessary for a bargaining unit member who is the father of the child, or the adoption of a child making it necessary for a bargaining unit member who is an adopting parent of the child, to be absent during the assigned hours of service

15.2.2.5 Under circumstances which are serious in nature, involving requirements which the bargaining unit member cannot be reasonably expected to ignore, and requires the attendance of the bargaining unit member during working hours such as:

- Marriage of an immediate family member
- Other serious family responsibilities

15.2.2.6 Religious Observance Leave for members of religious faiths to attend services in their places of worship

15.2.3 Personal necessity leave shall not be used for:

- a. Pursuit of business, financial, or economic interest of the bargaining unit member
- b. Recreation
- c. Vacation

15.2.4 Advanced notice of taking personal necessity leave except in an emergency shall be given by the bargaining unit member to the bargaining unit member's immediate supervisor

15.3 Bereavement Leave (See Ed. Code 44985):

15.3.1 Each bargaining unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days for in-state travel if travel one (1) way exceeds four hundred (400) miles, or five (5) days if out-of-state travel is required, on account of death of any member of the bargaining unit member's immediate family. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from other leaves.

15.3.2 For purpose of this provision, an immediate family member is defined in Article 2.15 of this agreement.

15.4 Pregnancy Disability Leave (See Ed. Code 44965)

15.4.1 Bargaining unit members are entitled to use accumulated sick leave for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth and recovery thereafter on the same terms and conditions governing leaves of absence from other illness or medical disability.

15.4.2 Such leave shall not be used for childcare, child rearing or preparation for child rearing.

15.4.3 The length of such disability leave including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the bargaining unit member and the bargaining unit member's physician. The bargaining unit member shall provide a written confirmation from the physician of the disability.

15.5 Family/Unpaid Maternity/ Child Rearing Leave:

Family/Unpaid Maternity/Child Rearing leave shall be supplied in accordance with The Federal Family Medical Leave Act (FMLA) and the California Family Rights Act of 1991. *(See Board Policy 4017.)*

15.5.1 Bargaining unit members are eligible for FMLA, if at the time leave commences, all of the following apply:

15.5.1.1 The bargaining unit member must have at least twelve (12) months (not necessarily consecutive months) of service with the District.

15.5.1.2 The bargaining unit member must have worked at least 1,250 hours during the twelve (12) months immediately prior to the period of FMLA leave.

15.5.2 FMLA consists of unpaid leave for a period of up to twelve (12) work weeks in a school year to any "eligible" bargaining unit member who requests leave for one of the following reasons: child bearing, child rearing, adoption, foster care, caring for an employee's own serious health condition, or caring for an immediate family member with a serious health condition.

15.5.3 Family Care and Medical Leave (FMLA) are separate and distinct from disability leave for pregnant bargaining unit

members. Pregnant bargaining unit members may be entitled to a disability leave or an extended unpaid leave of absence in addition to FMLA as set forth in Article 15.4.

- 15.5.4 If the leave is requested for foster placement, adoption, or birth of a child, and both parents are bargaining unit members of the District, the total amount of FMLA for both parents is limited to twelve (12) weeks.
- 15.5.5 Eligible bargaining unit members shall request such leave as soon as possible prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the bargaining unit member plans to begin and end the leave.
- 15.5.6 The determination as to the date on which the leave shall begin and the duration shall be by mutual agreement between the bargaining unit member and the Superintendent or his/her designee.
- 15.5.7 The duration of such leave shall consist of no more than twelve (12) consecutive weeks and shall terminate on June 30 in the school year in which such leave is taken.
- 15.5.8 There shall be no change in employment status for this leave.
- 15.5.9 If a bargaining unit member on leave for child bearing or child rearing experiences a miscarriage or death of a child subsequent to childbirth, the bargaining unit member may request an immediate assignment. If there is a vacancy for which a bargaining unit member is qualified, assignment will be made as soon as reasonable.

15.6 Industrial Accident/Work-Related Disability Leave:

The District's liability is limited to the minimum requirements mandated by Education Code section 44984.

- 15.6.1 Bargaining unit members are entitled to Industrial Accident/Work-Related Disability Leave not to exceed sixty (60) days in any one (1) fiscal year for the same accident.
- 15.6.2 The District may have the bargaining unit member examined by a physician at the District's expense. At the election of the bargaining unit member, his/her own licensed physician may perform an Industrial Accident examination, provided that the bargaining unit member's physician is on file with the District at least six (6) months prior to the time of the injury.
- 15.6.3 When all available leaves of absences, paid or unpaid, have been exhausted and if the bargaining unit member is not medically able to assume the duties of the bargaining unit member's position, said bargaining unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months, unless the bargaining unit member has retired.
- 15.6.4 Industrial accident or illness leave will commence on the first day of absence.
- 15.6.5 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this State, exceed the normal wages for the day.
- 15.6.6 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 15.6.7 Allowable industrial accident or illness leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the bargaining 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.

15.6.8 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. However, if a bargaining unit member is receiving worker's compensation, the bargaining unit member shall be entitled to use only so much of the accumulated compensation time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.

15.6.9 Any bargaining 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 authorizes travel outside the state.

15.7 Judicial Leave (See Ed. Code 44036):

15.7.1 Bargaining unit members shall be provided leave for regularly called jury duty and to appear as a witness in court, other than a litigant, for reasons not brought about through the misconduct of a bargaining unit member.

15.7.2 Subject to the provisions below, the bargaining unit member shall receive regular earnings from the District and shall transmit to the District all fees, exclusive of mileage received for jury service.

15.7.3 As a matter of general policy, the District does not normally encourage bargaining unit members to seek exemption from or postponement of jury duty. If the bargaining unit member wants to postpone jury duty to the summer, he/she will receive the substitute's rate of pay plus fees for jury duty service. The bargaining unit member shall provide evidence of postponement and jury duty served to the district.

15.7.4 A bargaining unit member on jury duty leave for 18 weeks or less 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 bargaining unit member shall be entitled to a comparable position. A bargaining unit member on judicial leave for more than eighteen (18) weeks shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the bargaining unit member upon return to work shall be comparable to that held at the time judicial leave began.

15.8 Personal Leave:

The bargaining unit member may use two (2) of his/her ten (10) annual sick days for personal leave to care for those obligations and personal needs, which cannot be met outside of school hours.

15.9 STRS Disability Leave:

15.9.1 A bargaining unit member receiving a disability allowance from the State Teachers Retirement System (STRS) shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine (39) month period, the bargaining unit member's employment right will end.

15.9.2 During the thirty-nine (39) month period, if the STRS determines that the disability no longer exists, the bargaining unit member will be returned to regular status upon request by the bargaining unit member. The bargaining unit member shall be returned to a teaching vacancy, if certificated for the position, as soon as it exists, but no later than the beginning of the next school semester.

15.10 Fringe Benefits While on Unpaid Leave (As stated by Federal COBRA Law):

The District shall provide to all bargaining unit members on unpaid leave the existing fringe benefits package provided that the

bargaining unit members on leave reimburse the District for the cost.

15.11. Military Leave:

Bargaining unit members shall be allowed military leave, subject to the provisions of applicable federal and state law.

15.12 Graduate Study Leave:

15.12.1 A graduate study leave is a non-paid leave of absence which may be granted to a bargaining unit member to pursue a program of graduate study of six (6) or more units per semester or the equivalent in an accredited institution of higher learning. Correspondence or internet courses do not qualify.

15.12.2 Bargaining unit members must hold permanent status in the District to be eligible.

15.2.3 This leave may be granted for a minimum of eighteen (18) weeks or a maximum of thirty-six (36) weeks.

15.12.4 No salary will be paid by the District to a bargaining unit member on a graduate study leave of absence.

15.13 Unpaid Leave of Absence:

15.13.1 A leave of absence, (up to twelve [12] months), without pay, may be granted by the Board upon the recommendation of the Superintendent.

15.13.2 Bargaining unit members granted a leave of absence shall notify the District in writing no later than February 1 whether or not they will be returning from said leave. Notification to District shall be by certified mail, return receipt requested.

15.14 Catastrophic Leave Bank

The District shall provide a catastrophic leave program.

- 15.14.1 The term “catastrophic illness” or “injury” is defined as: an illness or injury that is expected to incapacitate the receiving bargaining unit member for an extended period of time; or that incapacitates a member of that employee’s immediate family, which incapacity requires the bargaining unit member to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the bargaining unit member because he/she has exhausted all of his/her sick leave and other paid time off.
- 15.14.2 Bargaining unit members may voluntarily choose to donate up to two (2) sick leave days per year for catastrophic illness or injury. No bargaining unit member may donate more than one (1) sick leave day to the same receiving bargaining unit member in any given school year. All of the following requirements must be met:
- 15.14.2.1 Bargaining unit member who is, or whose family member is, suffering from a catastrophic illness or injury has requested, in writing, that eligible sick leave days be donated and provides verification of the catastrophic injury or illness that is acceptable to the District. Such verification shall include appropriate documentation from a licensed, practicing physician who is treating the employee or family member.
- 15.14.2.2 The District has determined that the receiving bargaining unit member is unable to work due to the bargaining unit member’s or his/her family member’s catastrophic illness or injury.
- 15.14.2.3 The receiving bargaining unit member has exhausted all of his/her accrued paid sick leave.

15.14.2.4 The donating bargaining unit member has at least eleven (11) accrued, but unused, sick leave days at the time of donation.

15.14.2.5 All transfers of eligible sick leave days are irrevocable.

15.14.2.6 The receiving employee shall be compensated for the transferred days at his/her own rate of pay, without regard to the rates of pay of the donating employees. Any unused transferred sick leave days shall be returned to the donating bargaining unit members subject to established random drawing procedures.

15.14.9 A bargaining unit member may request up to thirty (30) days of donated sick leave in any school year. Once the thirty (30) days of donated sick days have been utilized, the bargaining unit member may request an additional thirty (30) day renewal following the initial request, subject to the same eligibility requirements of the initial leave request. Following the renewal request, the District will no longer accept any further donations for the receiving bargaining unit member.

If fewer than thirty (30) days of sick leave benefits are donated to meet the initial request, and if fewer than thirty (30) days of sick leave are donated to meet the renewal request, then the employee shall receive no more than the number of days that were actually donated. The bargaining unit member shall be entitled to use donated sick leave only while the employee remains

unable to work due to the catastrophic illness or injury.

Article 16 - Early Retirement

Bargaining unit members who meet eligibility criteria shall have the following options when considering early retirement from the District:

16.1 An eligible bargaining unit member who retires from active service under the State Teachers' Retirement System provisions, and his/her spouse, may continue on the District's health, dental, and vision plans until age 65 at District expense consistent with District payment for current employees.

16.1.1 To be eligible, an employee must:

16.1.1.1 Be employed by the Del Mar Union School District at the time of application

16.1.1.2 Be at least 55 years of age

16.1.1.3 Have completed the required years of service in the Del Mar Union School District by the following ages:

16.1.1.3.1 If a bargaining unit member retires at age 55, then he/she must have completed 20 years of full time service.

16.1.1.3.2 If a bargaining unit member retires at age 56, then he/she must have completed 19 years of service.

16.1.1.3.3 If a bargaining unit member retires at age 57, then he/she must have completed 18 years of service.

16.1.1.3.4 If a bargaining unit member retires at age 58, then he/she must have completed 17 years of service.

16.1.1.3.5 If a bargaining unit member retires at age 59, then he/she must have completed 16 years of service.

16.1.1.3.6 If a bargaining unit member retires at age 60, then he/she must have completed 15 years of service.

16.1.1.3.7 If a bargaining unit member retires at age 61, then he/she must have completed 14 years of service.

16.1.1.3.8 If a bargaining unit member retires at age 62, then he/she must have completed 13 years of service.

16.1.1.3.9 If a bargaining unit member retires at age 63, then he/she must have completed 12 years of service.

16.1.1.3.10 If a bargaining unit member retires at age 64, then he/she must have completed 11 years of service.

16.1.1.4 Not be on any disability retirement

16.1.1.5 Be ineligible for reasonably comparable health benefits through any other employer

16.1.2 The bargaining unit member shall notify the Superintendent by February 1 of his/her intent to take early retirement. Extenuating circumstances preventing the bargaining unit member from meeting the February 1 deadline shall be considered at the discretion of the Board, the Superintendent, and DMCTA.

- 16.1.3 The bargaining unit member shall follow procedures established by the District to implement this early retirement health insurance plan.
- 16.2 The District may award eligible early retirees part time consultancy contracts that have been negotiated with the bargaining unit.
 - 16.2.1 A bargaining unit member shall request from the Superintendent information regarding possible part-time consultancy contracts by February 1.
 - 16.2.2 Compensation for the consultancy contract shall not exceed the maximum amount currently allowed under the STRS provision of the law in any one fiscal year. The employee will submit quarterly or monthly reports detailing the hours worked and the duties performed.
 - 16.2.3 Any consultancy contract may be renewed on an annual basis.
 - 16.2.4 He/She shall be an employee and not an independent contractor. At the termination of an individual's consultancy contract, the individual may be reemployed by the District on a part-time basis in conformance with applicable law.
- 16.3 The Board at its discretion may adopt and implement in any year special one-time early retirement incentive programs.
 - 16.3.1 In extenuating circumstances that negatively impact the District's educational program, the Board at its discretion may approve and implement a special early retirement agreement developed between the Superintendent and an individual bargaining unit member. Respecting confidentiality, appropriate communication regarding these circumstances may be communicated to a representative of the bargaining unit's Executive Board.

Article 17 - Professional Growth

- 17.1 This Article applies to those bargaining unit members who acquire a Clear Multiple or Single Subject teaching credential after August 31, 1985 as provided in Education Code, sections 44250-51 and 44277-79.
- 17.2 Those bargaining unit members to whom this Article applies shall develop an individual program of one hundred fifty (150) clock hours of participation in activities, which contribute to competence, performance or effectiveness in the profession of education. The individual program of professional growth first must be checked and certified by a designee of the District.
- 17.3 Acceptable activities shall include, but are not limited to, completion of courses offered by regionally accredited colleges and universities; participation in professional conferences; workshops; teacher center programs; staff development programs; service as a mentor teacher; participation in school curriculum development projects; participation in systematic programs of observation and analysis of teaching service; leadership role in a professional organization; certain positions within the bargaining unit as provided for in the Education Code; and participation in educational research or innovative projects.
- 17.4 This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985 or on the date that a credential is issued after September 1, 1985.

Article 18 - Class Size

- 18.1 Maximum class size/caseload per bargaining unit member shall be the following:
- | | | |
|---------------|----|---------------|
| Grades K - 3: | 20 | |
| Grades 4 - 6: | 29 | (2002 - 2003) |

Grades 4 - 6:	28	(2003 - 2004)
Grades 4 - 6:	27	(2004 - 2005)
Special Ed.:		
Resource Specialist:	28	(up to 32 with a waiver)
Special Day Class:	15	
Preschool Speech/Language:	40	
K-6 Speech/Language:	53	
Adapted Physical Education:	55	

Caseloads for part-time special education bargaining unit members shall be determined by a pro-rata share comparable to the bargaining unit member's full time equivalent (FTE) percentage.

- 18.2 Any bargaining unit member who teaches grades kindergarten through third or Special Education, or in a specialist enrichment program such as ESC, Technology, Music or Art, shall receive 120 minutes of prep time per week. Any bargaining unit member who teaches grades four through six shall receive 180 minutes of prep time during a normal five (5) day work week. The 120 and 180 minutes of prep time are understood to be part of the student instructional day.
- 18.3 Any bargaining unit member who teaches grades four through six with a classroom of 21 or more students shall receive two (2) days of compensatory time to be used during the school year subject to the availability of a qualified substitute teacher. These two (2) days are not accumulative.
- 18.4 In addition to the five (5) minimum days already established during the fall and spring conference time period, any bargaining unit member who teaches grades four through six may request a substitute for the equivalent of one (1) or two half days, within one week before, during or within one week after each conference period to conduct parent/teacher conferences. These days are not cumulative.
- 18.5 When the enrollment in a general education self-contained kindergarten through sixth grade classroom exceeds the maximum class size in Article 18 paragraph 18.1, the teacher shall receive a stipend of twenty (20) dollars a day per child over the maximum

class size for up to fifteen (15) days. On day sixteen (16), one of the following relief procedures shall be implemented subject to mutual agreement of the grade level team and administrator:

- Transfer of student within the school
- Transfer of student between school sites
- Hire additional staff
- A full time substitute hired to assist the classroom impacted
- Continue the twenty dollar a day stipend
- Provide additional instructional resources mutually agreed upon by teacher and District
- Other support strategies mutually agreed upon by teacher and District

18.6 In the event that the State of California reduces or eliminates funding for the kindergarten through third grade Class Size Reduction (CSR) program, the Association and the District agree to re-negotiate the terms of Article 18 in a timely manner.

18.7 Both the District and the Association recognize the need to provide a free and appropriate public education for all children in the least restrictive environment. To achieve this goal, the District and Association agree to adhere to California Special Education law and all its provisions as currently written in code of California Regulations (CCR), Title 5, or its subsequent editions.

18.8 When the enrollment in a special education classroom/caseload exceeds the maximums set forth in paragraph 18.1, the following procedure shall be used:

18.8.1 The Specialist, his/her Principal and the Director of Pupil Services will communicate within ten (10) days of receipt of the appropriate form at the District office to determine mutually agreeable options to resolve the problem. The Over Class Size Notification for Special Education form is attached to this contract as Appendix 6 and must be completed by the special education teacher and sent to the District administrator when class sizes/caseloads exceed the limits set forth in paragraph 18.1. Special education teachers will

receive a stipend when class size/caseload exceeds the maximum class sizes set forth in paragraph 18.1. Payment of stipends for special education teachers with excessive class size/caseloads will be authorized by the District administrator/Superintendent's designee after the District administrator/Superintendent's designee has reviewed the class list/caseload information described in Appendix 6. The special education teacher shall be paid a daily stipend until such time as the class list/caseload has been reduced to comply with the class list/caseload maximums described in 18.1 or other options have been implemented that will resolve the problem.

Other options may include:

- The hiring of additional classified personnel on a temporary basis
 - Depending on circumstances and availability, classified personnel may include an Instructional Aide I, or a Speech/Language Pathology Assistant (Aide II)
- The hiring of additional certificated personnel on a temporary basis
- Contracting for services with a private provider on a temporary basis
- The hiring of a full-time substitute teacher on a temporary basis
- Providing the special education teacher with additional instructional resources mutually agreed upon by the teacher and District
- Providing the special education teacher with other support strategies mutually agreed upon by the teacher and the District
- Receipt of an excess class size/caseload stipend in lieu of any of the other six options described in 18.8.1.

18.8.2 If the class size/caseload remains above the maximum caseloads set forth in paragraph 18.1, then the special education teacher shall be paid a daily stipend until

such time as the class size/caseload has been reduced to comply with the class size/caseload set forth in paragraph 18.1.

18.8.2.1 The daily stipend per each SDC student above the class size maximum of 15 students is \$20.

18.8.2.2 The daily stipend per each RSP student above the caseload maximum of 28 students is \$10.

18.8.2.3 The daily stipend per each unduplicated Speech/Language student above the caseload maximum of 53 students is \$10; the daily stipend per each duplicated Speech/ Language student above the caseload maximum is \$5.

18.8.2.4 The daily stipend per each unduplicated Adaptive P.E. student above the caseload maximum is \$10; the daily stipend for each duplicated Adaptive P.E. student above the caseload maximum is \$5.

18.9 A general education teacher shall be provided a copy of a student's IEP/504 Plan one school day prior to the placement of an individual with special needs into his/her classroom given that the District has been informed by the new parent of the existing IEP/504 Plan.

18.10 When a SDC level support student is placed in a general education classroom for more than 50 percent of the day, this student shall be counted towards the maximum class size limit set forth in Article 18.1.

Article 19 – Salaries and Benefits

19.1 Salary

- 19.1.1 Certificated employees who are included in the bargaining unit shall be compensated according to the salary schedule titled "GROUP 3 – REGULAR CERTIFICATED" incorporated herein as Appendix 7.
- 19.1.2 Salaries for bargaining unit members will be paid in eleven equal installments beginning in August of each school year with the final payment being made at the end of June each year.
- 19.1.3 Bargaining unit members shall advance on the salary schedule based upon completion of a full year of experience. One-step advancement shall be granted for each full year of service that is completed. (A full year of service is defined as completion of 75% of the duty days for the work year.)
 - 19.1.3.1 Part-time bargaining unit members shall advance one step on the salary schedule when the cumulative percentage of their full time equivalent (FTE) is equal to or exceeds 75% of a school year. For example, an individual who works two years at a 40% FTE would have a cumulative total of 80% over two years and would therefore qualify for a step advancement on the salary schedule.
- 19.1.4 The maximum allowable initial salary schedule placement for newly hired bargaining unit members shall be step 5.
- 19.1.5 The hourly rate for extra assigned duties in curriculum writing shall be \$25.00 per hour; the hourly rate for extra assigned duties conducting workshops, training, staff development activities and/or instructing students shall be \$27.00 per hour.
- 19.1.6 Bargaining unit members who volunteer to do noon supervision duty shall be paid an hourly rate of \$25.00 per hour.

19.2 Professional Growth for Salary Advancement Purposes

- 19.2.1 Credit shall be granted for the purpose of advancement on the salary schedule for the satisfactory completion of any upper division or graduate level course offered by an accredited institution, which can be justified by the teacher and is approved by the District.
- 19.2.2 Teachers shall request approval of courses that are intended for advancement on the salary schedule by completing a "Notice of Intention to Improve Professional Training" form. (The form is available in each school office.) The form should be completed and submitted to the site Principal well in advance of actual enrollment in the course to ensure that the course is acceptable for salary advancement credit.
- 19.2.3 Cases of disagreement as to whether or not salary credit will be granted will be reviewed by a panel composed of: 1) two teachers appointed by the Del Mar California Teachers Association, and 2) the President and Clerk of the Board of Trustees. Final determination will be made by the Board of Trustees.
- 19.2.4 Credit for salary schedule advancement shall not be granted for any courses taken where any portion of travel or tuition is paid by the District.
- 19.2.5 In order to qualify for salary schedule advancement, verification of the completion of work must be received in the Human Resources Office no later than September 1 of the year in which the advancement is to occur.
- 19.2.5.1 An official transcript shall be submitted as soon as possible to verify the completion of work. A grade card or a written statement signed by the instructor may be used until a transcript is available.

19.2.5.2 The term “unit” on the salary schedule refers to a semester unit. A quarter unit is recorded as two-thirds of a semester unit.

19.2.6 Before the end of each school year, all returning bargaining unit members are responsible for informing the District Office of possible changes in their salary placement.

19.3 Health and Welfare Benefits

19.3.1 Bargaining unit members shall be provided with medical, dental, vision and life insurance benefits. The maximum district contribution for all premiums for health/welfare benefits shall be \$8,048.00 (the district “cap”) annually. Any premium costs for health and welfare benefits that exceed \$8,048.00 will be the responsibility of the employee.

19.3.2 If a bargaining unit member selects a benefit package that exceeds the district cap, he/she will authorize a payroll deduction in the amount of the excess costs above the cap of the selected benefit package in order to reimburse the district for the additional costs of the selected benefit package.

19.3.3 Bargaining unit members who have been approved for shared teaching assignments for the school year will adhere to the health/welfare benefit options in Article 22 of this agreement.

Article 20 - Support for Beginning Teachers

The District shall participate in the North Coastal Consortium for as long as the state provides funding for the BTSA program. If the District withdraws from the Consortium, the parties shall meet and negotiate a successor agreement to support beginning teachers.

Article 21 - Professional Rights

Bargaining unit members shall be provided freedom in instruction and discussion and may introduce any relevant materials provided that the presentation is a balanced representation, supporting District core curriculum/state standards, and is consistent with the State Education Code.

Article 22 - Shared Assignments

- 22.1 Tenured bargaining unit members who wish to participate in a shared assignment shall submit a written application for a shared assignment on an annual basis. The application shall include a detailed plan for sharing of duties, responsibilities, and health/ welfare benefits. In addition, the application shall contain a detailed calendar for the pertinent school year that specifies the days of service for each participant in the shared assignment. The application and plan shall be submitted to the school principal/supervisor by March 1, of the year preceding the school year in which the applicants desire to participate in the shared assignment.
- 22.2 Bargaining unit members shall be notified of their shared assignment approval or disapproval by March 15, but the final site/grade level assignment for the team will be determined using the same procedures and timelines utilized for the District's full time teachers. If the principal/supervisor does not approve the application or plan, reasons for the disapproval shall be provided to the bargaining unit members in writing within a reasonable time. (Appeal Procedures Article 10.4.4).
- 22.3 Shared assignment team members shall share the maximum District contribution for health benefits as described in Article 19, section 19.3.1. of this agreement. The manner in which the District contribution is to be shared among the team members will be determined by the team members. The health benefit programs from

which the team members may select is limited to those programs offered by the District at the time the shared assignment is in effect. In the event that a team member selects health benefit programs that exceed their share of the District contribution, the team member will authorize a payroll deduction for the premium amount that exceeds the District contribution. If a bargaining unit member does not choose to participate in the medical coverage offered by the district, he/she must provide proof of alternative medical coverage to the district.

- 22.4 A salary schedule increment shall not be granted to a bargaining unit member if they work less than 75% of one full year of service. As defined in the Ed. Code, a full year of service is 75% of a full time assignment (.75 x 184= 138 days). When a bargaining unit member meets the 75% or more full time equivalency he/she will receive a salary step increase at the start of the next fiscal year. Once the bargaining unit member earns his/her salary step increase, accumulation of full time employment hours toward the next step increase begins at zero. There is no carryover.
- 22.5 Bargaining unit members who wish to participate in a shared assignment will be required to request a leave of absence without pay, as described in section 15.13 of this agreement, for that portion of the school year during which they will not be working. Bargaining unit members who participate in a shared assignment shall be offered full-time employment in the event that the shared assignment will not continue the following school year. Bargaining unit members ending a shared assignment and returning to full time employment will be assigned to a position in accordance with the provisions of Article 10 of this agreement.
- 22.6 Bargaining unit members participating in a shared assignment shall be required to perform the complete range of adjunct duties required of a bargaining unit member in a full-time assignment.
- 22.7 The team member who is on duty at the time of the staff development/school business meetings shall provide the required essential information to the partner who is not on duty at the time.
- 22.8 Each shared assignment team may be compensated for up to ten (10) additional workdays annually. Each shared assignment proposal shall

delineate how these ten (10) days will be scheduled. The total days worked by each team member will be included in the full time equivalency calculation (i.e. 97 days /184 = 53%) The annual salary will be paid at this percentage and disbursed monthly in eleven (11) equal payments (August- June).

22.9 The number of shared assignments at each school site shall be limited to the following:

22.9.1 At school sites with an Assistant Principal, the total number of shared assignments shall be limited to 4 (four).

22.9.2 At school sites without an Assistant Principal, the total number of shared assignments shall be limited to 3 (three).

22.9.3 There shall be no more than one shared assignment per grade level at any school site; there shall be no more than one shared enrichment specialist position per school site.

22.10 The duration of a shared assignment shall be limited to no more than six years; however, if the maximum number of available shared assignments in the district is not fully subscribed at the end of the sixth year of a shared assignment, the existing shared assignment team may apply for an extension of the same shared assignment arrangement for an additional six years.

22.11 The provisions of sections 22.9 and 22.10 will become effective for the 2005-2006 school year.

Article 23 - Substitutes

Students shall not be assigned to other classrooms during the absence of their regular teacher unless all other options have been exhausted.

Article 24 - Bargaining Unit Member Assignments

- 24.1 No bargaining unit member shall be subject to yearly teaching assignments other than those specified in his/her area of certification.
- 24.2 Bargaining unit members at each work site shall be notified in writing of extra-curricular opportunities available at that work site prior to those assignments being filled. The notice shall provide a time sequence and procedure for filling the assignments.

Article 25 – Peer Assistance Review (PAR)

25.1 Philosophy

25.1.1 The Del Mar California Teachers Association and the Del Mar School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded professional development and peer assistance. Teachers referred to, or who volunteer for, the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of maintaining quality and improving performance.

25.1.2 This policy is intended to implement the provisions of Chapter 4 of the Statutes of 1999 with respect to the Peer Assistance and Review Program (PAR). As soon as submitted by law, the District shall provide the required certification that PAR will be implemented beginning July 1, 2000. Effective on July 1, 2000, the current DMUSD Mentor Teacher Program (formerly Board Policy 4118) and all obligations, rights, activities, and practices related to the program shall automatically terminate. Any funding

received by the District for 2000-2001 Mentor Teacher Program shall be used for PAR. Implementation of PAR is contingent upon official notification by the State that the DMUSD is eligible for PAR and will be receiving State funds to pay for PAR expenses.

25.1.3 The Peer Assistance and Review Program has two major roles. First, the program seeks to assist certificated veteran teachers who exhibit performance deficiencies as determined by their supervisory principal's evaluation (Board Policy 4107). Second, the program will assist those voluntary participants who seek to increase their professional skills.

25.1.4 For purposes of clarification in this document, the term Participating Teacher shall include both Voluntary and/or Referred Participating Teacher. PAR is available to any teacher who does not qualify for BTSA.

25.1.5 The PAR Panel serves as the appointed leadership for the PAR Program and determines DMUSD guidelines and procedures that are consistent and maintain compliance with applicable state laws and Board policies.

25.2 Joint Teacher/Administrator PAR Panel - Composition

25.2.1 The PAR Panel will consist of five (5) employees. Three (3) members will be selected by the Del Mar California Teachers Association Executive Board, while two (2) members will be DMUSD administrators selected by the Superintendent. The Assistant Superintendent will attend in a non-voting, advisory role when requested. Decisions shall be made by consensus when possible. Any actions taken by the PAR Panel will require a simple majority vote. Terms of appointment shall be two (2) years, up to a maximum of four (4) years of consecutive service. If a PAR Panel member resigns before the completion of his/her term, then the DMCTA Executive Board or Superintendent shall appoint a replacement as appropriate to complete the term of the resignee.

- 25.2.2 The Chair of the PAR Panel will be selected by the members of the PAR Panel at the first scheduled meeting of the school year. The chairmanship shall alternate between the DMCTA and administrative members annually.
- 25.2.3 The PAR Panel shall meet a minimum of four (4) times during each school year. Minutes shall be kept for each meeting and forwarded to the Superintendent, DMCTA President, and PAR Panel. Three (3) members of the PAR Panel must be present to constitute a quorum consisting of two (2) DMCTA PAR Panel members. Such Meetings which exceed the minimum (4) shall take place at the discretion of the panel members.
- 25.2.4 DMCTA PAR Panel members shall be released from their regular duties to attend PAR meetings which exceed the minimum (4) and for the purpose of making classroom observations of teachers who are applicants for the Consulting Teacher positions, without loss of pay or benefits. Release time is limited to six (6) full school days or twelve (12) half days during the school year.

25.3 PAR Panel Task Description

- 25.3.1 Establish policies of procedure for PAR Panel.
- 25.3.2 Approve trainers and/or training providers.
- 25.3.3 Provide annual training for the PAR Panel members.
- 25.3.4 Develop specific PAR time lines, consistent with Board Policies.
- 25.3.5 Administer policies, procedures, and forms for the PAR Program.
- 25.3.6 Determine proposed PAR expenditures annually.

- 25.3.7 Establish a procedure for applications as a Consulting Teacher.
- 25.3.8 Select the panel of Consulting Teachers.
- 25.3.9 Provide training for Consulting Teachers.
- 25.3.10 Develop a template for the Consulting Teacher's final written report.
- 25.3.11 Notify the Participating Teacher of the available panel of Consulting Teachers.
- 25.3.12 Notify in writing of participation in the PAR Program: the Referred Participating Teacher, the Voluntary Participating Teacher, the Consulting Teacher, the site principal, and Superintendent or designee.
- 25.3.13 Review documentation submitted by the Consulting Teachers.
- 25.3.14 Communicate recommendations to the Superintendent regarding the Referred Participating Teacher's progress in the PAR Program.
- 25.3.15 Distribute annually copies of the Policies and Procedures to all bargaining unit members and administrators.

25.4 DMCTA PAR Panel Qualifications

- 25.4.1 The following shall constitute minimum PAR Panel qualifications:
 - 25.4.1.1 A certificated veteran teacher with permanent status.
 - 25.4.1.2 Substantial recent experience in classroom instruction.
- 25.4.2 Other qualifications should include the following:

- 25.4.2.1 Demonstrated ability to work with adults.
- 25.4.2.2 Strong interpersonal skills.
- 25.4.2.3 Ability to work within established time lines.
- 25.4.2.4 At least three (3) years of successful K-6 teaching experience in the DMUSD.

25.5 PAR Panel Teacher Stipend

- 25.5.1 PAR Panel DMCTA teacher will receive an annual stipend of five hundred dollars (\$500).

25.6 Consulting Teachers

- 25.6.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher(s) in the PAR Program.

25.7 Qualifications

- 25.7.1 The following shall constitute minimum qualifications:
 - 25.7.1.1 A certificated veteran teacher with permanent status.
 - 25.7.1.2 Substantial recent experience in classroom instruction.
 - 25.7.1.3 Shall demonstrate exemplary teaching skills, as indicated by, among other things, effective communications skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- 25.7.2 Other qualifications should include the following:
 - 25.7.2.1 Demonstrated ability to work with adults.

- 25.7.2.2 Strong interpersonal skills.
- 25.7.2.3 Ability to work within established time lines.
- 25.7.2.4 At least three (3) years of successful K-6 teaching experience in the DMUSD.
- 25.7.2.5 Effective written and oral communications skills.

25.8 Consulting Teacher Duties

- 25.8.1 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities which, in their professional judgment, will assist the Participating Teacher.
 - 25.8.1.1 Meet regularly for observations/discussions with each Participating Teacher.
 - 25.8.1.2 Participate in meetings with other District Consulting Teachers.
 - 25.8.1.3 Maintain a written log of contacts and specific support given to each Participating Teacher including all observations, visitations, and meetings.
- 25.8.2 In addition, the Consulting Teacher shall:
 - 25.8.2.1 Meet with the Participating Teacher to discuss the purpose of the PAR Program and to develop program goals.
 - 25.8.2.2 Conduct multiple observations of the Referred Participating Teacher during classroom instruction and provide specific feedback after each visit.

25.8.2.3 Meet regularly with the principal who has the evaluation responsibility for the Referred Participating Teacher.

25.9 Consulting Teacher Stipend

25.9.1 Consulting Teachers will receive an annual stipend of two thousand dollars (\$2,000).

25.10 Consulting Teacher Selection Process

25.10.1 When the District and DMCTA recognize the need, they shall jointly notify all teachers in the District that the PAR Panel is seeking applications for Consulting Teachers. Application forms for the position of Consulting Teacher shall be available from the District.

25.10.2 Teachers must submit a completed application form within the required time lines established by the PAR Panel. In addition to submitting a completed application form, each candidate is required to submit the following documents for consideration:

25.10.2.1 A reference from a site principal or immediate supervisor.

25.10.2.2 A reference from another classroom teacher.

25.10.3 The PAR Panel will select Consulting Teachers from among candidates meeting the basic qualifications. The candidates meeting the basic job requirements will participate in the selection process. The selection process will include the following:

25.10.3.1 A classroom observation of the candidate by PAR Panel representatives.

25.10.3.2 An interview.

25.10.4 The classroom observation shall allow the candidate the opportunity to have the PAR Panel observe his/her use of effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

25.10.5 Consulting Teachers shall be selected by a majority vote of the PAR Panel after candidates have completed the selection process. All applications and references shall be treated with strict confidentiality. Candidates who are not accepted as Consulting Teachers shall be notified of that fact in writing.

25.11 Number of Consulting Teachers

25.11.1 Upon notification by the State, the Superintendent will notify the PAR Panel of annual income. The PAR Panel shall annually determine the number of Consulting Teachers needed to implement the Peer Assistance and Review Program.

25.11.2 The PAR Panel should consider the agreed upon intent of the PAR Program and the funding received to support the program. All aspects of the program should be considered including:

25.11.2.1 Number of unsatisfactory certificated evaluations that generate Referred Participating Teachers.

25.11.2.2 Number of volunteer participants.

25.11.2.3 Training needs of Consulting Teachers.

25.11.2.4 Training needs of the PAR Panel.

25.11.2.5 Release time needed by Consulting Teachers, PAR Panel and Participating Teacher(s).

25.11.2.6 Administrative costs.

25.11.3 Appointment of consulting teachers will be for a term of one (1) year, up to a maximum of two (2) years of consecutive service. Former Consulting Teachers may reapply after one (1) year.

25.12 Indemnification

25.12.1 Members of the PAR Panel and PAR Consulting Teachers are entitled to defense and indemnification provided by the District against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from their participation in the District's PAR Program. The Consulting Teacher retains the right to select his/her attorney at his/her expense in the event of a claim or litigation relating to the Consulting Teacher's participation in PAR.

25.13 Trainers and Training Providers

25.13.1 The PAR Panel is responsible for providing annual training for the PAR Panel members and for Consulting Teachers.

25.13.2 Annual training for PAR Panel may not exceed three (3) school days. Training topics might include: team building, verbal skills, adult learning theory, budget development, due process, systemic observation techniques, and the "language" of report writing.

25.13.3 Annual training for Consulting Teachers may not exceed five (5) days per school year. Training topics might include: development of stages of teachers, characteristics of Consulting Teachers, formal case study presentation, systemic observation techniques, dealing with difficult clients, adult learning theory, conferencing strategies, the "language" of report writing, developing a supportive collegial atmosphere, evaluation standards, due process, mentoring and

coaching skills, cognitive theory, conflict resolution, intervention strategies, classroom management, different assessment techniques, multiple intelligence, and multiple modalities.

25.14 Budget Development and Administration

The PAR Panel is responsible for determining the proposed annual budget for the Peer Assistance and Review Program. Before forwarding the proposed annual budget to the Superintendent, the PAR Panel will need to consider the following possible expenditures:

- 25.14.1 On-going comprehensive training for Consulting Teachers is a prerequisite for success.
- 25.14.2 Consulting Teachers must be adequately compensated.
- 25.14.3 Adequate release time for Consulting Teachers must be provided.
- 25.14.4 Adequate release time for the PAR Panel must be provided.
- 25.14.5 Training for the PAR Panel.
- 25.14.6 Administrative support for the PAR Panel and the Consulting Teachers should be considered.
- 25.14.7 Adequate supplies must be provided for the Consulting Teachers.
- 25.14.8 Professional development costs for the Participating Teachers including adequate release time.

25.15 Annual Evaluation of the PAR Program

- 25.15.1 The PAR Panel shall annually evaluate the impact of the Peer Assistance and Review Program in order to improve the program. The evaluation may include

interviews and/or surveys of the program participants, both Consulting Teachers and Participating Teachers.

25.15.2 The PAR Panel shall submit a written evaluation and any recommendations for improvements to the Superintendent and DMCTA.

25.16 Voluntary Participating Teacher

25.16.1 A Voluntary Participating Teacher is a teacher who volunteers to participate in the PAR Program because the teacher would like to enhance his/her content knowledge, grade level knowledge, or teaching strategies.

25.16.2 Participation in the PAR Program by the Voluntary Participating Teacher may be concluded at any time by the Voluntary Participating Teacher.

25.16.3 A form shall be developed to elaborate on the area(s) of requested assistance that could include, but not be limited to, the following: creating and maintaining an effective environment for student learning; understanding and organizing subject matter knowledge for student learners; planning instruction and designing learning experiences for all students; engaging and supporting all students in learning; assessing student learning; developing as a professional educator; and supporting and assisting a grade level change.

25.16.4 Participation in the Volunteer PAR Program is recommended for all teachers as a vital part of a professional growth plan. The Volunteer PAR Program may be of special interest to those certificated employees who need to complete 150 hours of professional development to maintain a Clear Credential.

25.17 Referred Participating Teacher

- 25.17.1 A Referred Participating Teacher is a teacher referred by the principal to receive assistance as a result of an “Unsatisfactory” final evaluation (Board Policy 4107).
- 25.17.2 The District will notify the PAR Panel in writing of those being required to participate in PAR by the District, which will be based on the results of the certificated evaluation process, which is described in Board Policy 4107. Teachers who receive an “Unsatisfactory” final evaluation will be required to participate in PAR.
- 25.17.3 Areas of need that do not constitute subject matter knowledge or teaching strategies (see Board Policy 4107 for a broader definition), shall not qualify a teacher to be referred to the PAR Program. Examples of such areas of need are habitual tardiness or excessive absences.
- 25.17.4 Since the Referred Participating Teacher will be working closely with the Consulting Teacher for an extended period of time, it is important that a positive, interactive relationship will be established; therefore, the Referred Participating Teacher may request to select his/her Consulting Teacher.
- 25.17.5 It is essential that the Due Process Rights of the Referred Participating Teacher are protected at all times. All proceedings and documents related to evaluations and other personnel matters shall be strictly confidential.

25.18 Role of the Principal

Principals shall:

- 25.18.1 Refer teachers who receive “Unsatisfactory” final evaluations to the PAR Panel.
- 25.18.2 Use the Consulting Teacher’s Final Report in his/her evaluation, if applicable.

- 25.18.3 Provide written and clearly stated performance goals that are aligned with pupil learning and are consistent with the Stull Act and Annual Goals. Failure of a Referred Participating Teacher to cooperate with the Consulting Teacher and the principal may be grounds for disciplinary action.
- 25.18.4 Communicate an expectation of, and strong encouragement for, a cooperative relationship between the Consulting Teacher and principal with respect to the process of Peer Assistance and Review.
- 25.18.5 In conjunction with the PAR Panel, develop procedures to be used by the Consulting Teacher in working with and assessing Referred Participating Teachers to include time lines for completion of Peer Review reports for submissions to the PAR Panel. The Consulting Teacher and the Referred Participating Teacher will have on-going communication with the principal regarding the implementation of the PAR Program's plan.
- 25.18.6 Provide or refer the Referred Participating Teacher to staff development activities to assist the Referred Participating Teacher to improve teaching skills and knowledge. Nothing in this policy shall be interpreted to entitle a Referred Participating Teacher to compensation for staff development activities.
- 25.18.7 At the completion of the PAR process, the final evaluation of the Referred Participating Teacher shall be placed in the personnel file maintained by the District.

Article 26 - Site-Based Decision-Making

- 26.1 The Del Mar California Teachers Association and the Del Mar Union School District believe the goal of site-based decision-making is to increase autonomy and shared decision-making, as well as

professional responsibility, authority, and accountability among all personnel. It is believed that the best way to facilitate the school and organizational change needed to improve education for children is to expand the involvement of those closest to the situation through joint planning and problem solving. It is agreed that consensus will be used to achieve the goals of site-based decision-making whenever possible.

26.2 School site proposals shall not contain any provisions contrary to, or in conflict with, any article or section of this Agreement unless specific waivers to such Agreement articles and sections are agreed to by the Association and the District. A waiver request requires a seventy-five percent (75%) majority vote of the bargaining unit members at a school site.

26.3 When a school site wishes to implement a site-based decision-making proposal that would require the waiving of any provision(s) of the Collective Bargaining Agreement between the Association and the District, the following steps shall be taken:

26.3.1 The school site representatives shall send a letter to the Association and the District indicating which provisions of the Collective Bargaining Agreement may need to be waived in order to implement the plan.

26.3.2 The waiver shall be in effect for a maximum of one (1) year. The waiver can be renewed by following the same procedure outlined above.

Article 27 - Term

This agreement shall become effective on July 1, 2002, and shall continue through June 30, 2010. Not later than July 1 of the year in which this Agreement expires, the parties shall commence the meeting and negotiation process in accordance with applicable law. Agreements reached shall be in writing.

**DEL MAR UNION SCHOOL DISTRICT
CERTIFICATED PERSONNEL ANNUAL GOALS**

Evaluatee _____ Location _____ Assignment _____

Certificated Status (check one): Permanent Temporary Probationary: 1st year 2nd year

Goals	Activities	Method of Evaluation (Certificated Personnel)	Degree of Achievement (Completed on or before Summary Evaluation)
1.)	1.)	1.)	1.)
2.)	2.)	2.)	2.)
3.)	3.)	3.)	3.)
4.)	4.)	4.)	4.)
5.)	5.)	5.)	5.)
(Attach any additional goals.)			

Support requirements and specific constraints relative to the achievement of the above goals: (include situations or conditions unique to the class or assignment.)

Pre-Conference

Evaluatee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Summary Evaluation Conference

Evaluatee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Check if additional pages are attached. Such pages should be dated and signed as above.

**DEL MAR UNION SCHOOL DISTRICT
Certificated Personnel – Evaluation Summary**

Evaluatee: _____ Location: _____ Assignment: _____

Certificated Status: *(check one)*

Permanent Temporary Probationary 1st Year 2nd Year

Due Date:

_____ Probationary/Temporary _____ Probationary/Temporary _____ Permanent

1. SOURCES OF DATA

Written communication Formal and informal observations and visits
 Informal conversations Formal conferences

2. DEGREE OF ACHIEVEMENT *(Attach completed certificated goals with summary evaluation.)*

3. INSTRUCTIONAL PERFORMANCE

4. GENERAL PROFESSIONAL PERFORMANCE

5. EVALUATEE RESPONSE

6. SUPERVISOR'S RECOMMENDATION *(A mark of "Requires Improvement" or "Unsatisfactory" requires the completion of a Certificated Assistance Plan.)*

Meets or Exceeds District Requirements Requires Improvement Unsatisfactory

Signature indicates a conference was held on _____ (date)

Evaluatee: _____ Evaluator: _____

Check if additional pages attached. Such pages should be dated and signed as above.

(This evaluation will be placed in your personnel file at end of ten (10) working days. You have the right to attach a relative response to be placed in your personnel file.)

Del Mar Union School District
Certificated Personnel – Interim Observation and Evaluation Report

Evaluatee: _____ Location: _____ Assignment: _____

No. of Observation: _____

Certificated Status: *(check one)*

Permanent

Temporary

Probationary

1st Year

2nd Year

Activity _____ Observation Date _____ Time _____

1. Observed Activities:

2. Effective Aspects of Lesson:

3. Conference Discussion and/or Next Steps Regarding Instructional or Professional Standards:

4. Suggestions for Improvements Regarding Instructional or Professional Standards.

Signature indicates a conference was held on _____ (date)

Evaluatee: _____ Evaluator: _____

Check if additional pages attached. Such pages should be dated and signed as above.

(This evaluation will be placed in your personnel file at end of ten (10) working days. You have the right to attach a relative response to be placed in your personnel file.)

**Del Mar Union School District
Certificated Personnel – Assistance Plan**

Evaluatee: _____ Location: _____ Assignment: _____
No. of Observation: _____

Certificated Status: *(check one)*

Permanent Temporary Probationary 1st Year 2nd Year

This form must be completed when the Evaluation Summary contains an overall "Unsatisfactory" or Needs Improvement notation. Attach a supplementary sheet if additional space is required.

1. Problem Area Background:

2. Specific Suggestions/Directions for Improvement:

3. Assistance to be Provided by the Administrator:

4. Teacher's Comments:

Note: The ultimate responsibility for improvement lies with the employee. Successful completion of the plan is contingent upon demonstration of the target behaviors, not merely completion of the improvement activities.

Signature indicates a conference was held on _____ (date)

Evaluatee: _____ Evaluator: _____

Check if additional pages attached. Such pages should be dated and signed as above.

(This evaluation will be placed in your personnel file at end of ten (10) working days. You have the right to attach a relative response to be placed in your personnel file.)

Del Mar Union School District
OVERCLASS SIZE NOTIFICATION FOR SPECIAL EDUCATION

TO BE COMPLETED BY SPECIAL ED TEACHER

This is to inform you that:

Date: _____ Teacher: _____ School: _____

Class size/caseload: _____ Class maximum: _____ % Contract: _____

I request the following remedy:

1st Choice:

2nd Choice:

3rd Choice:

____ Caseload has been reviewed and each student continues to be eligible for Special Ed.

____ Each student has been verified to be a resident of the Del Mar Union School District.

Teacher _____ Date _____ School Administrator _____ Date _____

PLEASE ATTACH CASELOAD LIST AND SEND TO SPECIAL ED. ADMINISTRATOR

Above remedy is: ___ approved ___ disapproved ___ alternative remedy (see comments)

Comments:

(Special Ed Administrator's Signature)

(Date)

Signatures below indicate all parties are in agreement to remedy:

Special Ed. Teacher _____ Date: _____

Special Ed. Administrator _____ Date: _____

Principal _____ Date: _____

Superintendent _____ Date: _____

DEL MAR UNION SCHOOL DISTRICT GROUP 3 - REGULAR CERTIFICATED

CERTIFICATED SALARY SCHEDULE: Effective December 1, 2008
ADOPTED BY BOARD OF TRUSTEES - January 21, 2009

STEP	RANGE 1 BA* ANNUAL	RANGE 2 BA + 15* ANNUAL	RANGE 3 BA + 30* ANNUAL	RANGE 4 BA + 45* ANNUAL	RANGE 5 BA + 60* ANNUAL
1	\$41,848	\$44,607	\$47,375	\$50,411	\$53,442
2	\$44,303	\$47,067	\$49,835	\$52,868	\$55,903
3	\$46,766	\$49,529	\$52,293	\$55,328	\$58,360
4	\$49,220	\$51,989	\$54,754	\$57,789	\$60,821
5	\$51,683	\$54,445	\$57,214	\$60,247	\$63,281
6	\$54,141	\$56,905	\$59,672	\$62,708	\$65,737
7	\$56,601	\$59,365	\$62,131	\$65,166	\$68,199
8	\$56,601	\$61,826	\$64,593	\$67,626	\$70,662
9	\$56,601	\$61,826	\$67,053	\$70,084	\$73,116
10	\$56,601	\$61,826	\$69,513	\$72,545	\$75,581
11	\$56,601	\$61,826	\$69,513	\$75,006	\$78,039
12	\$56,601	\$61,826	\$69,513	\$75,006	\$80,501
13	\$56,601	\$61,826	\$69,513	\$75,006	\$82,956
14	\$56,601	\$61,826	\$69,513	\$75,006	\$82,956
15*	\$56,601	\$61,826	\$71,972	\$77,463	\$85,418
16	\$56,601	\$61,826	\$71,972	\$77,463	\$85,418
17	\$56,601	\$61,826	\$71,972	\$77,463	\$85,418
18	\$56,601	\$61,826	\$71,972	\$77,463	\$85,418
19*	\$56,601	\$61,826	\$74,429	\$79,923	\$87,878
20	\$56,601	\$61,826	\$74,429	\$79,923	\$87,878
21	\$56,601	\$61,826	\$74,429	\$79,923	\$87,878
22	\$56,601	\$61,826	\$74,429	\$79,923	\$87,878
23*	\$56,601	\$61,826	\$76,836	\$82,326	\$90,279
24	\$56,601	\$61,826	\$76,836	\$82,326	\$90,279
25	\$56,601	\$61,826	\$76,836	\$82,326	\$90,279
26	\$56,601	\$61,826	\$76,836	\$82,326	\$90,279
27*	\$56,601	\$61,826	\$76,836	\$82,326	\$92,739
28	\$56,601	\$61,826	\$76,836	\$82,326	\$92,739
29	\$56,601	\$61,826	\$76,836	\$82,326	\$92,739
30	\$56,601	\$61,826	\$76,836	\$82,326	\$92,739

MASTERS DEGREE STIPEND-\$1,755 PER YEAR
PAID IN 11 MONTHS - WORK YEAR IS 184 DAYS
MAXIMUM ENTRY LEVEL IS STEP 5

Longevity Increments are granted:

After 14 years of service	Step 15
After 18 years of service	Step 19
After 22 years of service	Step 23
After 26 years of service	Step 27

SPECIFIC FEATURES:

STRUCTURE Provides optimum incentive for continued training through:

- 1 Staggered framework which limits amount of experience credit without additional training
- 2 Non-restricted classification progression which provides greater opportunity for maximum training in areas of need for effective teaching in the modern elementary school classroom
- 3 Masters Degree incentive which provides recognition for demonstrated academic pursuit in depth
- 4 Recognizes longevity by additional increments at steps 15, 19, 23, and 27, after 14, 18, 22 and 26 years of service. Only employees completing proficiency requirements (as explained below) will be eligible to receive longevity payments.

MINIMUM & MAXIMUM - Provides for a professional salary geared to amount of experience and training

INCREMENT - Recognizes additional proficiency gained through successful classroom teaching

CLASSIFICATION - Acts as an incentive for continued training by providing a significant increase in salary

GENERAL GUIDELINES - A point of diminishing teaching effectiveness is soon reached if experience is not reinforced by continued training.

PROFESSIONAL GROWTH - The Board recognizes study as a continuing exploration of programs already present, and an exploration of programs that will provide additional choices, and will grant salary credit for the satisfactory completion of any upper division or graduate level course offered by an accredited institution which can be justified by the teacher and is approved by the District. Salary credit will not be granted for courses taken where any portion of travel or tuition is paid by the District.

Teachers shall request approval of courses by utilizing the proper form that is available in each school office. It should be completed well in advance of actual enrollment to ensure that the course is acceptable for salary credit.

Cases of disagreement as to whether or not salary credit will be granted, will be reviewed by a panel composed of: 1) two teachers appointed by the Del Mar Teachers Association, and 2) the President and Clerk of the Board of Trustees. Final determination will be made by the Board of Trustees.

PROFICIENCY REQUIREMENT - All classrooms teachers and other personnel who are on the teachers salary schedule must successfully complete at least the equivalent of three semester hours every three school years to maintain their proficiency.

NOTIFICATION - Before the end of each school year, all returning personnel who are on the teachers salary schedule are responsible for informing the District Office of possible changes in their salary placement.