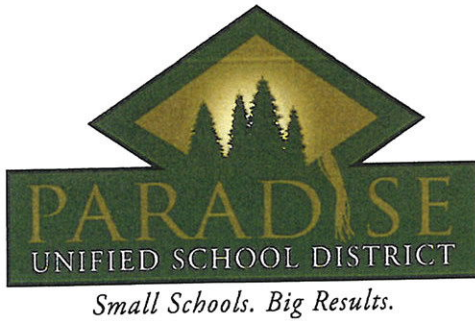
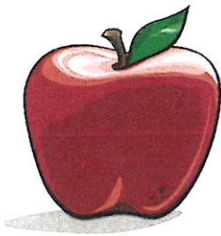


MASTER AGREEMENT

Between the



PARADISE
UNIFIED
SCHOOL
DISTRICT



and

TEACHERS
ASSOCIATION OF
PARADISE

2021-2022

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1 **ARTICLE I - RECOGNITION**

- 2 A. The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Gov-
3 erning Board of the Paradise Unified School District and the Teachers Association of Paradise, which shall include
4 permanent, probationary, and temporary teachers teaching full or part time; partial fulfillment credentialed
5 teachers, counselors, librarians, reading specialists, curriculum specialists, nurses and summer school teachers.
6 B. Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall provide the
7 Association ten (10) copies of the contract. The District will provide additional copies and/or addenda of the contract
8 for distribution to the membership.

9 **ARTICLE II - ASSOCIATION RIGHTS**

- 10 A. The Association shall have the right to post notices of activities and matters of Association concern on that portion of
11 the bulletin board designated for Association use in each faculty room in each of the schools within the District.
12 B. The Association may use the District mail service and teachers' mail boxes for distributing communications to their
13 members. This service will be available as long as it does not require any additional cost to the District. If the volume
14 of Association mail increases so that it adds a significant cost to the District, the Association will be charged the addi-
15 tional cost.
16 C. Authorized representatives of the Association shall be permitted to transact official Association business on school
17 property before school, during teachers' lunch periods, and after the regular school day, except during the hours of
18 11:00 p.m. to 6:00 a.m.
19 D. Names, addresses, and listed telephone numbers of all District teachers shall be provided to the Association.

20 **ARTICLE III - CLASS SIZE**

- 21 A. The District shall have twenty (20) school days beginning with the first day of school student calendar year and ten
22 (10) school days beginning with the first day of the second semester to bring all sites to the class size averages and
23 FTE maximums in subsections B and C below.
24 B. Depending on available classroom space and adequate finances, the District will
25 maintain the following class size averages. These class sizes are a ratio of students to classroom teachers at a school site.
26 1. TK and K 25 to 1
27 2. 1-3 29 to 1
28 3. 4-5 32 to 1
29 4. 6-8 32 to 1 (Excluding P.E. and Music)
30 5. 9-12 32 to 1 (Excluding P.E. and Music)
C. The School-wide staffing ratio of pupils to FTE teacher:
1. The school-wide staffing ratio of pupil to FTE teachers (Excluding P.E. and Music) shall not be in excess of 165 to
1 for grades 7-8 and 175 to 1 for grades 9-12.

2. School-wide staffing ratios for physical education and music classes shall not exceed an average of 39 to 1 or a total of 195 per teacher FTE in grades 9-12.

3. No single class, other than P.E. and music shall have more than 36 students unless mutually agreed upon by the teacher and administrator

4. E-Learning and Independent Study

A. 1. E-Learning is defined as the District's online curriculum program.

2. Independent Study is defined as the District's alternative to classroom instruction consistent with the District's course of study and does not include enrollment in E-Learning.

3. A "pupil contact" is defined as a student enrolled in one class/course of study.

B. K-6th grade independent study teachers shall not have more than thirty (30) students assigned.

C. The staffing ratio of pupils to 7-12th grade independent study teachers shall not exceed 185 pupil contacts per teacher.

D. The staffing ratios for E-Learning teachers shall not exceed 185 pupil contacts

D. The District will make every attempt to limit the number of special day students assigned to regular classes to a maximum of two (2).

E. Each year, one of the elementary teacher work days may be designed as a parent conference day. Students will not be in session on this day and teachers shall use the day to conference with parents. Teachers with more than twenty-five (25) students will be granted an additional conference day, when students are in session, due to their larger class sizes. This day may be used to conference with parents or, if conferences have been completed may be taken as a "comp" day.

F. The District will make every attempt to maintain fewer students in combination classes than single-grade classes and will cap Transitional K-3 combination classes at 20 students and grades 4-5 combination classes at 30 students. 3rd/4th grade combination classes shall be capped at 23 students, be subject to the 4th grade instructional minute requirements, and be entitled to the preparation time afforded to 4th grade teachers.

1. Combination classes shall have fewer students than any single grade class at the same school site with the same grade levels as the combination class as measured at the conclusion of the time period set forth in paragraph A above. Any student attrition occurring thereafter shall not result in adjustments to class size. For example:

If a school site has a 2-3 combination class, then no single 2nd grade or 3rd grade class will have fewer students.

Should enrollment in that 2nd or 3rd grade class fall below the enrollment of the combination class after the expiration

1 of the 20-day period, no adjustments must be made.

2 2. Transitional K-3 combination classes shall be held at 20 students and grades 4-5 combination classes at 28
3 students. 3rd/4th grade combination classes shall be held at 23 students, be subject to the grade instructional
4 minute requirements, and be entitled to the preparation time afforded to 4th grade teachers. However, any TK
5 through 5th grade combination class with more than 20 students shall be provided with four (4) hours of aide
6 time per week. This time will be scheduled at the site by the teacher and administrator and not be funded by SIP
7 money.

8 3. The District will make every attempt to ensure that a teacher is not assigned to a combination class in
9 consecutive years. Notwithstanding, the foregoing, if a teacher is assigned a combination class in consecutive
10 years they shall have the first priority for any vacancies throughout the school year for which the teacher is
11 credentialed to teach.

12 G. When departmental averages exceed a ratio of 32:1, excluding P.E. and Music, at grades 9-12, and 32:1 excluding
13 P.E. and Music at grades 7-8, the building principal will meet with the department chairman for purposes of
14 developing a proposal to rectify the problem and recommending to the District how best to correct or alleviate the
15 situation within 20 days.

16 H. Depending on available space, adequate finances and the availability of qualified counselors, the District will make
17 every effort to maintain the following student/counselor ratios:

- 18 1. 7-8 400 to 1
19 2. 9-12 400 to 1

20 I. No teacher at Paradise High School will be required to involuntarily teach in more than three classrooms per day.
21 All classroom assignments will be made by the site administration.

22 **ARTICLE IV - EVALUATIONS**

23 **A. Definitions**

- 24 1. The evaluator shall mean the building principal, assistant principal, other administrator with experience in the
25 areas of study of the teacher being evaluated or the Superintendent for all certificated personnel except Special
26 Education. In the case of Special Education teachers, the evaluator shall be the Director of Curriculum and
27 Instruction, Special Education Coordinator, building principal, assistant principal or the Superintendent.
- 28 2. The evaluatee shall mean the certificated personnel in the District.
- 29 a. Probationary certificated employees shall mean employees without tenure.
- 30 b. Permanent certificated employees shall mean employees with tenure.
- 31 3. An evaluation shall mean a formal written assessment presented to and signed by the teacher.
4. A conference shall mean a meeting between the evaluator and the evaluatee to discuss written evaluation and/or

1 observations.

2 B. Procedure

- 3 1. Observation reports/notes shall not be placed in teachers' personnel folders unless such notes and reports are
4 attached to the final evaluation form prior to the teacher signing said form.
- 5 2. Forms Procedure - All evaluation forms are to be filled out in triplicate, one copy being retained by the evaluatee,
6 one by the evaluator and one to be sent to the District Office for placement in the evaluatee's personnel file.
- 7 a. After discussing the evaluation with the certificated employee, the evaluation shall be signed by the evalua-
8 tor and by the certificated employee being evaluated. Signature by the employee implies only that the certifi-
9 cated employee has had an opportunity to see the written evaluation. In signing the evaluation, the
10 employee does not sacrifice any professional rights to appeal or grievance.
- 11 b. The certificated employee shall have the right to include a written statement or document as an addendum
12 to the evaluation form if the certificated employee wishes to do so.
- 13 c. In addition to the evaluation form, any critical written matter which pertains to the evaluation shall be
14 shared with the employee prior to inclusion in the personnel file and shall be signed or initialed by the
15 certificated employee as a proof of knowledge of its entry. Written matter submitted by parents shall not be
16 included in the personnel file.
- 17 3. The California Standards for the Teaching Profession will serve as the basis of the evaluation process. Goals that
18 are established and the measurement of performance must relate to these standards.
- 19 4. Evaluation Procedure
- 20 a. Probationary Teachers - Probationary teachers shall be evaluated in the following manner each year for two
21 (2) years:
- 22 (1) A goal setting conference shall be held during the first thirty (30) school days for the teacher and
23 recorded on the Goal Summary form.
- 24 (2) The teacher shall have a minimum of three (3) Observations per year with at least two (2) occurring
25 prior to the Winter Break. The observations may be Formal or Drop-In as mutually agreed upon by the
26 evaluator and evaluatee. If mutual agreement is not reached, the observations will be Formal.
- 27 (3) A written report of each observation shall be provided to the teacher after each observation.
- 28 (4) A summative evaluation conference shall be held by March 15.
- 29 (5) Following the summative evaluation conference, an Evaluation Summary form shall be provided to the
30 teacher thirty (30) days prior to the last day of school for the teacher. Included will be professional devel-
31 opment goals to be accomplished prior to the next evaluation.

1 (6) Forms Procedure (Article IV, Section B.2.) shall apply.

2 Teachers who successfully complete the second year of the probationary cycle shall advance to Permanent Status.

3 b. Permanent Teachers - Permanent Teachers shall be evaluated in the following manner:

4 (1) At least every other year, unless agreed otherwise as set forth below, a goal setting conference between
5 the teacher and the evaluator shall be held and recorded on the Goal Setting form during the first thirty
6 (30) school days for the teacher.

7 (2) At the goal setting conference, the teacher and evaluator shall review previous professional development
8 goals and agree upon two (2) goals from two (2) or more Domains of the California Standards for the
9 Teaching Profession. One of the goals may be teacher selected and the other evaluator selected or they
10 may both be mutually agreed upon.

11 (3) The teacher shall have at least three (3) Evaluative Experiences reflecting developed goals. One of the
12 experiences shall be an Observation.

13 (4) Parent and student Client Surveys will be disseminated and Client Survey Summary Forms filled out
14 each year.

15 (5) The other Evaluative Experience may be mutually selected from the following list:

- 16 • Formal observation
- 17 • Informal Observation/Drop-In
- 18 • Artifact Review
- 19 • Client Survey (parent and/or student)
- 20 • Self-Evaluation Report
- 21 • Portfolio
- 22 • Technological Presentation
- 23 • Peer Coaching Experience

24 (6) If mutual agreement is not reached on the other Evaluative Experience, it shall be an Observation.

25 (7) A written summary report of each observation or other Evaluative Experience shall be provided to the
26 teacher after each experience.

27 (8) An Evaluation Summary conference shall be held between the evaluator and teacher not later than thirty
28 (30) days before the last scheduled school day for the teacher.

29 (9) An Evaluation Summary form shall be provided to the teacher not later than thirty (30) days before the
30 last scheduled day for the teacher. Included will be professional development goals to be accomplished
31 prior to the next evaluation.

(10) Forms Procedure (Article IV, Section B.2.) shall apply.

c. Permanent teachers employed by the District for at least ten (10) years, who are highly qualified
pursuant to No Child Left Behind and whose previous evaluation rated the employee as meeting or

1 exceeding standards may be evaluated at least once every five years if the evaluator and certificated
2 employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at
3 any time.

4 d. To initially implement the language in 4(c):

5 1. Permanent employee shall remain on the evaluation schedule in place during the 2012-2013 school
6 year. When a permanent employee becomes due for evaluation, the employee and the evaluator can
7 discuss alternate evaluation schedules as provided above.

8 Examples:

9 1. A permanent employee set for evaluation in 2013-2014 will be evaluated in 2013-2014. At that
10 time, the employee and the evaluator can discuss alternate evaluation schedules.

11 2. An employee evaluated in 2011-2012, will be due for evaluation in 2014-2015. At that time, the
12 employee and the evaluator can discuss alternate evaluation schedules.

13 c. Improvement Status

14 1. Performance Improvement Status

15 a. The following procedure shall be used whenever an evaluator determines that the overall performance
16 standards within any given Domain are not being met.

17 b. The evaluator and the teacher shall meet to:

18 (1) Review the specific performance standards not being met.

19 (2) Establish a reasonable time line for meeting the standards.

20 (3) Determine the indicators of satisfactory improvement.

21 c. Following the meeting, the above items shall be recorded on a Performance Improvement Form and a
22 copy given to each party. During this time period the teacher shall have the opportunity to succeed or
23 fail in meeting the performance standards without interference. However, at the request of the teacher,
24 the evaluator will be available for assistance and support.

25 d. At the end of the time line, the evaluator shall document both progress and recommendation for status.

26 e. If the evaluator determines satisfactory improvement has been made, a copy of the documentation shall
27 be given to each party. If the evaluator concludes that satisfactory improvement has not been made, the
28 teacher may be placed on Intensive Assistance Status.

29 2. Intensive Assistance Status

30 a. The placement of the teacher on Intensive Assistance shall occur either at midyear or at the end of a
31 school year. Notice of this placement shall be in writing, placed in the personnel file and shall identify

1 California Standard(s) for the Teaching Profession to be met.

2 (1) Notice to the Teacher - Whenever a teacher is placed on Intensive Assistance Status the Teacher will be
3 notified in writing and the Intensive Assistance form shall be completed and given to both the teacher
4 and evaluator.

5 (2) Plan of Assistance - Once a teacher is placed on Intensive Assistance Status, a plan of assistance shall
6 be established that includes the following:

7 (a) A description of the condition that must be changed.

8 (b) A plan for achieving the desired outcome.

9 (c) Identification of at least two (2) Evaluation Experiences—one must be a Formal Observation and
10 the other(s) determined by the evaluator.

11 (d) A list of indicators showing satisfactory improvement.

12 (e) The date by which the plan must be completed.

13 If the evaluator and teacher cannot agree upon the Plan of Assistance, the administrator shall do so
14 unilaterally. The evaluator shall monitor the teacher's progress in following the plan.

15 b. At the end of the year in which the teacher is placed on Intensive Assistance, the teacher may be returned to
16 the Permanent Teachers evaluation cycle, may continue Intensive Assistance status for one additional year
17 or may be placed on Conditional Intensive Assistance Status.

18 (1) At the end of the time line, the evaluator shall document both progress and recommendation for status.

19 (2) Forms Procedure (Article IV, Section B.2.) shall apply.

20 3. Conditional Intensive Assistance Status

21 a. The placement of the teacher on Conditional Intensive Assistance Status shall occur either at midyear or at
22 the end of a school year. Notice of this placement shall be in writing, placed in the personnel file and identify
23 California Standard(s) for the Teaching Profession not being met.

24 (1) Notice to the Association - Whenever a teacher is placed on Conditional Intensive Assistance Status the
25 Teachers Association of Paradise will be notified in writing and the Conditional Intensive Assistance
26 form shall be completed and given to both the teacher and evaluator.

27 (2) Plan of Assistance

28 (a) Once a teacher is placed on Conditional Intensive Assistance Status, a plan of assistance shall be
29 established that includes the following:

30 (i) A description of the condition that must be changed.

31 (ii) Clear expectations for what is acceptable performance.

- (iii) A plan for achieving the desired outcome.
- (iv) A description of how the teacher's program will be monitored.
- (v) Resources and support.
- (vi) The date by which the plan must be completed.

If the evaluator and teacher cannot agree upon the Plan of Assistance, the administrator shall do so unilaterally. The evaluator shall monitor the teacher's progress in following the plan and make a recommendation concerning further status.

- (3) Second Evaluator - At the option of the teacher or the administration, a second evaluator shall be appointed by the Superintendent or designee. Notice of the appointment shall be sent to the Association. The second evaluator shall review the plan of assistance and previous evaluations. The evaluator and second evaluator shall monitor the teacher's progress on the plan and make a recommendation to the Superintendent concerning contract renewal.

- b. At the end of the year in which the teacher is placed on Conditional Intensive Assistance Status the teacher may be returned to Intensive Assistance Status for an additional year, or be subject to the commencement of termination proceedings.

- (1) At the end of the time line, the evaluator shall document both program and recommendation for status.
- (2) Forms Procedure (Article IV, Section B.2.) shall apply.

ARTICLE V - GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a formal written allegation by a grievant that the grievant has been adversely affected by a violation of the specific provisions of this Agreement.
- 2. A "grievant" may be the bargaining unit or any member thereof covered by the terms of an agreement between the bargaining unit and the governing board of this school district. The individual grievant must initiate the grievance procedure.
- 3. A "day" for the purposes of this grievance policy is any day on which the central administration office of this school district is open for business.
- 4. The "immediate supervisor" is the building principal or administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.

B. Time Limits

The bargaining unit members who fail to comply with the established time limits will forfeit all rights to the application of the grievance procedure for the alleged contract violation.

1 C. Informal Level

2 Before filing a formal written grievance, the employee shall within five (5) days after occurrence of the act or knowl-
3 edge thereof attempt to resolve it by a documented informal conference with the immediate supervisor.

4 D. Formal Level

5 1. Level One

- 6 a. Within ten (10) days after the occurrence of the act or knowledge thereof giving rise to the grievance, the
7 grievant must present the grievance in writing on the District-provided form to the immediate supervisor
8 and to the bargaining unit.
- 9 b. This statement shall be a clear, concise statement of the grievance, citing the specific section of the
10 contracted agreement allegedly to have been violated, the circumstances involved, the decision rendered at
11 the informal conference, and the specific remedy sought.
- 12 c. The supervisor's decision shall be communicated to the bargaining unit member in writing within ten (10)
13 days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant
14 may appeal to the next level.
- 15 d. Within the above time limits, either the grievant or the supervisor may request a personal conference with
16 the other party, which shall be documented.

17 2. Level Two

- 18 a. In the event the grievant is not satisfied with the decision at Level One, the grievant shall appeal the deci-
19 sion on the appropriate form to the Grievance Officer within ten (10) days.
- 20 b. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise
21 statement of the reasons for the appeal.
- 22 c. The Grievance Officer shall communicate the decision within ten (10) days after receiving the appeal. Either
23 the grievant or the Grievance Officer may request a personal conference within the above time limits. If the
24 Grievance Officer does not respond within the time limits, the grievant may appeal to the next level.

25 3. Level Three

- 26 a. In the event the grievant is not satisfied with the decision at Level Two, the grievant shall appeal the deci-
27 sion on the appropriate form to the Superintendent (or his/her designee) within ten (10) days.
- 28 b. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise
29 statement of the reasons for the appeal.
- 30 c. The Superintendent (or his/her designee) shall communicate the decision within ten (10) days after receiving
31 the appeal. Either the grievant or the Superintendent (or his/her designee) may request a personal

1 conference within the above time limits. If the Superintendent (or his/her designee) does not respond within
2 the time limits, the grievant may appeal to the next level.

3 4. Level Four

4 If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no written deci-
5 sion has been rendered within ten (10) days of meeting with the Superintendent or his designee, the grievant and
6 a representative of the bargaining unit, if the grievant so desires, may submit the grievance to the Board of Edu-
7 cation to be handled at the next regularly scheduled meeting during either open or closed session, at the
8 grievant's option.

9 5. Level Five

- 10 a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Four or if no written deci-
11 sion has been rendered within ten (10) days of the meeting with the Board, the grievant may request the bar-
12 gaining unit to submit the grievance to arbitration. The bargaining unit, by written notice to the Superinten-
13 dent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance
14 to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled
15 upon by the arbitrator only after the arbitrator has had an opportunity to hear the merits of the grievance.
- 16 b. Within ten (10) days of the notification to the Superintendent, the bargaining unit will submit the grievance
17 to the American Arbitration Association. The parties will then be bound by the rules and procedures of the
18 American Arbitration Association in the selection of an arbitrator, and the arbitrator shall proceed under the
19 Voluntary Labor Arbitration Rules of said Association.
- 20 c. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclu-
21 sions on the issues submitted. The arbitrator will be without power or authority to make any decision which
22 requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
23 However, it is agreed that the arbitrator is empowered to include in any award such financial
24 reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be
25 submitted to the Superintendent and the bargaining unit and will be final and binding upon the parties of
26 this Agreement.
- 27 d. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and
28 subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the bargain-
29 ing unit. All other costs will be borne by the party incurring them.

30 E. Miscellaneous Provisions

- 31 1. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall

1 be private except as stated in Level Four.

- 2 2. A grievant may be represented by the employee organization or another person of his/her own choosing at the
3 formal level only.
- 4 3. There shall be no reprisals of any kind taken against any employee or the employee's representative because of
5 participation in a grievance or support thereof.
- 6 4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits
7 shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been
8 given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
9 Time limits given in this procedure may be modified by written agreement of all the parties involved.
- 10 5. A grievance or grievances affecting more than one grievant may be consolidated at the convenience of the Board
11 of Trustees representing the District as long as such consolidation does not create an unnecessary delay.
- 12 6. All documents, communication, and records dealing with the processing of a grievance shall be filed in a separate
13 file and shall not be kept in the personnel file of any of the participants.
- 14 7. Forms for filing grievances and other necessary documents shall be prepared by the District and the exclusive
15 representative, and shall be given sufficient distribution so as to facilitate operation of the grievance procedure.
- 16 8. If a grievance arises at a level above the principal or immediate supervisor, the aggrieved person shall submit
17 such grievance in writing to the grievance officer and the bargaining unit directly, and the processing of such
18 grievance will be commenced at Level Two.
- 19 9. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the par
20 ties in interest.
- 21 10. A teacher may be represented at all stage of the grievance procedure by himself/herself or, at the teacher's
22 option, by a representative selected by the bargaining unit. If a teacher is not represented by the bargaining unit
23 or its representative, the bargaining unit shall the right to be present and to state its views at all stages of the
24 grievance procedure.

25 **ARTICLE VI – HOURS AND WORKDAYS**

- 26 A. The work day for all certificated staff covered by this Agreement is seven (7) hours on campus, including a thirty-
27 minute (30) duty-free lunch period. The daily schedule for starting and closing times will vary according to the stu-
28 dents' required instructional time at the various grade levels. Bussing, of necessity, will be a major factor in deter-
29 mining the daily schedule for starting and closing times for students at the various schools. The daily schedule will be
30 determined by the Superintendent after consultation with the building principals. Once the daily schedules are
31 determined, the certificated staff's hours at the various sites will be set by adding sufficient minutes. The ending time

1 for the certificated staff work day shall be determined by the site principal with the approval of the Superintendent.
2 Every attempt will be made by the site principal to accommodate staff members' special needs with regard to starting
3 and closing times.

4 B. The instructional teaching day shall be as follows:

- 5 1. At the high school, each teacher will teach five (5) instructional periods per day, the total of which shall not
6 exceed an average of two hundred seventy-five (275) minutes and not exceed two hundred eighty-eight (288)
7 minutes per day.
- 8 2. At Ridgeview High School, each teacher will teach multiple periods, the total of which shall not exceed three hun-
9 dred (300) minutes per day.
- 10 3. At the intermediate school, each teacher will teach five (5) instructional periods, the total of which shall not
11 exceed an average of two hundred fifty-five (255) minutes and not exceed two hundred sixty seven (267) minutes
12 per day.
- 13 4. At the elementary schools:
 - 14 a. Transitional and Kindergarten teachers will teach two hundred (280) minutes per day. The first
15 instructional day of the school year shall be a shortened student day for the purpose of parent orientation.
16 The remainder of the first week of instruction shall be minimum days for Transitional Kindergarten and
17 Kindergarten students. These minimum days shall be regular work days for teachers.
 - 18 b. Teachers of grades 1-3 will teach an average of two hundred eighty (280) minutes per day.
 - 19 c. Teachers of grades 4-6 will teach an average of two hundred eighty (280) minutes per day.
- 20 5. Fourth through sixth grade (excluding sixth grade departmentalized) prep-time providers (i.e., art, P.E., health)
21 and prep-time provider/classroom teachers (i.e., music) shall teach no more than an average of two hundred
22 eighty (280) minutes a day. A prep-time provider/classroom teacher may teach up to an average of three hundred
23 thirty (330) minutes for an extra (1/5th) pay. Time in between 280 and 300 minutes will be paid on a prorated
24 basis. Daily averages can be calculated over a ten-day period.
- 25 6. Due to the necessity of conducting certain activities at the secondary schools, there will be occasions that require
26 a deviation from the daily schedule provision listed above. Examples of some of these activities include: rallies,
27 assemblies, combined lunch activities, arena scheduling, standardized test administration, end-of-semester/year-
28 end finals, etc. When it is necessary to alter the daily schedule, the school principal shall consult with the TAP
29 building representative and notify all staff in advance of the schedule alteration.

30 C. Employees are expected to assume extracurricular or added duties related to the school program as follows:

- 31 1. High School: Each faculty member will be required to work no more than sixteen (16) extra duty hours during

1 each school year.

- 2 a. Sign-up for supervision of extracurricular activities is on an open, first-come, first-served basis. Individual
3 faculty members may have up to ten (10) days after the first scheduled work day to sign up on the fall super-
4 vision chart and submit the activity sign-up form to the principal or his designee. After the ten days, assign-
5 ments will be made by the principal or his designee to cover any remaining extracurricular assignments.
- 6 b. In the event a faculty member is unable to cover an extracurricular assignment, he/she must assume the
7 primary responsibility for arranging a trade or substitution with another faculty member. The principal or
8 his designee must be notified at least 24 hours in advance if a trade or substitution is made. If the teacher is
9 absent from school on the day of the supervision, the primary responsibility for finding a replacement falls to
10 the principal or his designee.
- 11 c. If it is necessary to switch the date or location of an event after the sign-up period, it should be the responsi-
12 bility of the switching party to secure chaperons for those assigned individuals who have conflicts in their
13 schedules.
- 14 d. If a teacher is ill and misses school on a day he/she has been assigned to chaperone, it shall be the responsi-
15 bility of the administration to obtain a substitute.
- 16 e. Representatives from the negotiating team shall work with the assistant principal at the high school to
17 determine a reasonable number of chaperones to be present at each activity.
- 18 f. The College Connection teacher(s) shall have the same supervision responsibilities as other regular teachers
19 at the high school.
- 20 g. Extracurricular supervision assignments are designated as "other duties" and are included within the scope
21 of performance assessment and evaluation. An unsatisfactory evaluation (refer to Article XII, Section B.7.) is
22 evidenced by failure to meet the minimum requirements for supervision and/or other duties as contained in
23 this Agreement and assigned by the building principal.
- 24 h. The lunch period at Paradise High School will be increased to forty (40) minutes per day Teachers who teach
25 periods 0 through 6 or periods 1 through 7 will be given a starting and ending time to ensure a seven-hour
26 (7) work day. Teachers teaching five (5) classes which include 0 and 7th periods shall be relieved of their
27 extracurricular assignment to compensate for the additional forty-three (43) minutes per day spent on
28 campus. Teachers teaching six (6) classes which include 0 and 7th periods shall not be relieved of their
29 extracurricular assignment. In the future, attempts will be made not to schedule a teacher for both 0 and 7th
30 period classes. If, however, it is necessary to schedule a teacher for 0 and 7th periods in order to
31 accommodate the student schedule, the principal will meet with the department chair and the teacher, and

1 every attempt will be made to schedule the teacher on a voluntary basis.

2 2. Ridgeview High School - Extracurricular activities which require staff supervision are nonexistent at this time.

3 Should a need arise, the principal and staff shall arrange a schedule.

4 3. Intermediate grades (6-8) - Extracurricular activities requiring staff supervision will be assigned on a rotating
5 basis. Teachers may trade off with another staff member for any activity.

6 4. Cedarwood, Paradise, and Ponderosa Elementary Schools and Pine Ridge (k-5) - Extracurricular activities
7 requiring staff supervision will be completed on a volunteer basis. If there are no volunteers, the principal will
8 assign such duties in an equitable manner.

9 5. Teachers with a split assignment teaching at both the High School and the Intermediate School who do not
10 receive a special assignment stipend will not be required to supervise extracurricular activities..

11 D. Employees are expected to spend the necessary time to achieve the established educational program. They are
12 expected to plan their schedule to allow time for conferences with principals, consultants, and parents and special
13 school assignments. Special school assignments shall include teachers' meetings, Back-to-School Night, Open House,
14 and extracurricular duties as discussed in Section C above. Transitional Kindergarten and Kindergarten teachers
15 shall not be required to participate in Back to School Night.

16 E. Being prepared each day to provide their students with worthwhile learning experiences is a major responsibility of
17 classroom teachers. To this end, it is recognized that certificated staff members shall have planning times during the
18 student school day as follows:

19 1. Secondary (grades 7-12 and 6th grades departmentalized) teachers with full time teaching assignments have the
20 equivalent of a class period each school day to be used for instructional planning. 6th grade departmentalized is
21 defined as a teacher who instructs three or more instructional periods a day. Each instructional period will
22 contain a different group of students.

23 2. Elementary (grades 4-6 except 6th grade departmentalized) teachers will be provided two hundred (200) minutes
24 of preparation time every two weeks. Prep periods are to be at least thirty (30) minutes in duration. Fourth
25 through sixth grade teachers' prep time shall be rotated on a yearly basis to avoid having a teacher having his or
26 her prep time regularly eliminated because of holidays.

27 3. Building principals shall designate twenty (20) minutes within the teacher's work day (i.e., before or after school)
28 for each primary teacher's prep time. During this time teachers will not be expected to supervise students and
29 principals will attempt not to schedule IEP's and other meetings.

30 F. Teachers at grades 7-12 and 6th grade departmentalized will be limited to teaching one extra period per year. If a special
31 situation exists this could be extended to two periods by mutual agreement of the District administration and the Teachers

1 Association executive board.

2 G. The work year for unit members is 185 days. A bargaining unit employee who is absent due to illness for any
3 workday may use available leave. Effective July 1, 2019 the work year shall consist of:

- 4 1. One hundred eighty (180) student days; and
- 5 2. One (1) District provided staff development day. The intent of this day shall be to bring staff members
6 together, either at the District or site level, to work on activities that enhance the curriculum or instructional
7 program; and
- 8 3. Four (4) non-student workdays as outlined below:
 - 9 a. Three (3) workdays prior to the first student contact day.
 - 10 i. One (1) workday during the two week period immediately preceding the first student contact day,
11 elected by the member, provided that he/she enters the date worked in the District's absence reporting
12 system.
 - 13 ii. Two (2) workdays shall be scheduled immediately preceding the first student contact day. The
14 Districtwide meeting and any site staff meeting shall be held on one of these two days. The Districtwide
15 meeting and the site staff meeting shall be held on the same day. The staff meeting shall not exceed three
16 hours in length.
 - 17 b. One (1) workday shall be scheduled as outlined below:
 - 18 i. For secondary (7-12 grades) teachers one (1) workday shall be scheduled for the day immediately
19 following the last student contact day.
 - 20 ii. For elementary (TK-6 grades) teachers one (1) workday shall be scheduled as a parent conference day
21 as outlined in Article III.E

22 **ARTICLE VII - INVOLUNTARY AND VOLUNTARY TRANSFERS**

23 A. Definitions

- 24 1. Transfer - A relocation of a teacher from one school to another.
- 25 2. Vacancy - A position in the bargaining unit to which no teacher has been assigned.

26 B. General Provisions

- 27 1. A request for transfer may be initiated by any teacher, a school principal, or the Superintendent or designee. All
28 transfers shall be made by the Superintendent or designee.
- 29 2. Notice of vacancies for the subsequent school year shall be posted periodically during the spring.
- 30 3. The following criteria shall be utilized in making transfers (listed alphabetically):
 - 31 a. Ability to perform adjunct duties.

- b. Ability to work with supervisor.
- c. Ability to work with assigned students.
- d. Academic preparation, including major and minor fields of study.
- e. Affirmative action.
- f. Credentials held.
- g. Formal and informal preparation.
- h. Seniority in the District.
- i. Staffing balance as a result of program and/or enrollment changes.
- j. Written evaluation.

4. A request for a voluntary transfer shall bear the signature of the teacher's present principal. Such signature is an acknowledgment only that the principal has been informed of the teacher's desire for transfer consideration. It does not imply approval by the principal, nor may the acknowledgment be withheld by the principal.

5. All vacancies shall be posted for not less than seven (7) calendar days. Teachers desiring or requesting consideration for any of the openings shall only be required to submit the cover page in the online application process used by the district. . A teacher who requests a voluntary transfer will be considered with candidates from outside the District, with the goal of hiring the most qualified candidate for the position.

6. All in-District candidates will be interviewed by the interview committee, comprised of at least one teacher and other administrative personnel. If an in-District candidate is not granted the position and so desires, an explanation as to why the candidate did not receive the position will be given. If the candidate so desires, the District will provide that candidate with direction so that they might be better qualified for that position in the future.

C Postings and Notification of Staff

The District will post all vacancies within the district before each vacancy is posted out of the District. This shall occur in the following manner:

The Director of Human Resources will post the vacancy for at least seven (7) calendar days at all school sites. The District will email the vacancy notice to all staff, including the TAP President(s) via the District email system. When any portion of a position is required at a site, the position will be posted as outlined above. The position may be subbed by a unit member until filled.

D. Voluntary Transfer

Teachers may request a transfer by submitting a written request to the Superintendent no later than April 1st of any school year. Such requests shall be valid until March 31st of the subsequent year. Teachers may also file requests for transfer after having been notified of specific vacancies. Teachers deciding to be notified of vacancies during the sum-

mer recess shall submit their names with five self-addressed stamped envelopes to the Superintendent prior to June 15th. In no case shall a request for transfer jeopardize the teacher's present position.

E Involuntary Transfer

1. Transfer to another school may become necessary for the following reasons:

- a. To meet load conditions or instructional requirements.
- b. To assist a teacher who has received an unsatisfactory evaluation.
- c. When a new school is opened.
- d. A teacher may be transferred to another school if the other school has greater need for a specialized service requiring a specific credential and/or certificate.
- e. A teacher may be transferred to any school at any time if such transfer is deemed necessary for the good of the District, and if such transfer does not impose an unreasonable hardship upon the teacher.
- f. When a school is closed.

2. It shall be the responsibility of the Superintendent to effect involuntary transfers. Reasons for transfers shall be reasonably and expressly understood by those affected. No transfer shall be made arbitrarily or vindictively. A written notice of all transfers shall be forwarded to the teacher at least forty-five (45) days prior to the transfer.

ARTICLE VIII - SHARED TEACHING ASSIGNMENTS

Teachers may job-share or tandem teach with the prior approval of the superintendent and the Governing Board, subject to such terms and conditions which may be required by the District.

- A. Shared teaching assignments can provide more flexible staffing patterns to meet the individual needs of schools and employees. In no case shall such assignment be detrimental to students.
- B. "Shared teaching assignment" is defined as a single teaching assignment which is shared by two teachers.
- C. Two teachers wishing to share a position may make application by writing a letter to the site administrator detailing the specifics of the shared position. All applications are subject to approval by the Board upon recommendation by the Superintendent and the site administrator. Letters of application must indicate how the proposed arrangement will be of benefit to the children served by the teachers and how the situation will be monitored to ensure that there are no detrimental effects.
- D. The following conditions apply to shared positions that have been approved by the Board of Trustees:
 1. Shared positions must be approved annually by the Board of Trustees.
 2. Each teacher shall resign the portion of their position that their partner will be teaching.
 3. Employees sharing a contract must accept the responsibility of assuring the staff, administration and parents of successful joint planning, communication among employees and parents and compatible classroom management.

4. Both employees will attend in-service days, open house, back to school nights and other activities expected by full-time certificated staff. It is recommended that the employees attend staff meetings on a prorated basis. Each team will submit their plan for staff meeting attendance to their principal four weeks prior to the beginning of the school year.
5. Shared position teachers must plan regular joint planning meetings at least once a week with the schedule to be agreed upon by the principal and the teachers prior to submission of the proposal.
6. Teachers sharing a position will receive salary based on the percentage of time they are teaching. Teachers will be able to participate in the District health benefit program by paying the cost of the program for the percentage of time they are not teaching.
7. Shared contract teachers will earn sick leave and personal necessity leave based on the percentage of the full year taught (for example, half time equals half credit).
8. Shared contract teachers will earn salary advancement credit based on the percentage of the full year taught (for example, half time for a full year equals one-half year credit).
9. Shared contract teachers are encouraged to substitute for each other in the event of absence of one or the other so as to cause minimal disruption to the educational program.
10. The Board of Trustees has the authority at any time to terminate a job sharing assignment if it is shown that there are detrimental effects to the children from the arrangement. If this is necessary, the teachers will be re-assigned to a position within the District for which the teachers are determined to be qualified by the District.
11. Employees serving in shared positions may return to full-time status providing a vacancy for which they qualify exists and the District is notified at least one semester prior to the desire to return to full-time service.

ARTICLE IX - LEAVES

Unless otherwise provided in this Article, a teacher on a paid or unpaid leave shall be entitled to: return to the same position or other position for which he/she is qualified; receive credit for annual salary increments provided during paid leave; and receive during paid leave all other teacher fringe benefits granted to other teachers in the District, including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.

A. Civic and Legal Leaves

1. Jury Duty

- a. Upon notification of jury duty, it is the obligation of the employee to immediately inform his/her supervisor.
- b. Jurors' fees, exclusive of mileage received by the employee, shall be deposited to the credit of the District if school time is missed.

2. Court Appearance (other than Jury Duty)

- a. Whenever the employee is subpoenaed as a witness in a case involving the school district, he/she may have time for appearance in court without loss of pay.
- b. No salary shall be paid in cases where an employee is a voluntary witness appearing in his/her own interest, except as provided under Article VIII, Section G.2.b., Personal Leave.

B. Industrial Accident and Illness Leave (Education Code §44984)

1. The District specifically limits its liability to meet requirements mandated by Education Code §44984.
 - a. Such leave shall not exceed ninety (90) working days in any one fiscal year for the same accident.
 - b. Allowable leave shall not be accumulative from year to year.
 - c. Industrial accident or illness leave will commence on first day of absence.
 - d. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Laws of this State, exceed the normal wages for the day.
 - e. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
 - f. When an individual accident or illness occurs at a time when the full ninety (90) days will overlap into the next fiscal year, the employee 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.
2. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if an employee is receiving Workers' Compensation, he shall be entitled to use only so much of his accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage or salary.
3. Any employee 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.

C. Maternity Leave (Education Code §44965)

1. After consultation with the Deputy Superintendent a teacher may begin maternity leave for pregnancy, miscarriage, childbirth and recovery therefrom at such time as the teacher and her doctor deem it advisable.
2. The duration of maternity leave shall be up to twelve (12) weeks. If so determined by the employee's physician, the leave may be extended, but shall in no case exceed eighty-nine (89) days.
3. The teacher shall receive the difference between such teacher's salary and the salary of a substitute to a maximum of 89 days, or if no substitute was employed, the amount paid to the substitute had one been employed. For purposes of this section, "difference pay" is defined as the difference between the teacher's salary and the salary of a substitute, or if no substitute was employed, the amount paid to the substitute had one been employed. The

1 substitute rate shall be established by the Board of Trustees. The long-term substitute rate will be twice the
2 daily substitute rate, after serving twenty (20) consecutive days, calculated retroactive to the first day. The
3 difference pay for part-time teachers will be calculated as the difference between the teacher's pay and the
4 prorated sum of the Board Policy substitute rate commensurate to the part-time status of the teacher.

5 4. A member of the bargaining unit shall have the right to utilize such leave provided for in this Article for her
6 absences necessitated by her pregnancy, miscarriage, childbirth, and recovery therefrom.

7 5. During this period, the employee shall continue to receive fringe benefits.

8 6 Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be paid
9 leaves of absence to the same extent as leaves for illness, injury or disabilities.

10 7. After expiration of such leave, teachers shall be assigned to their former position unless it is no longer available
11 due to changes in enrollment or course offerings. If the former position is no longer available, the employee will
12 be assigned to any position for which she is certificated.

13 D. Child Rearing Leave

14 1. Child rearing leave may be up to one year's duration. If, however, the child rearing leave terminates on or after
15 March 1 in any school year, the leave, if requested, shall be extended to the close of the school year. (Upon
16 request of the teacher, child rearing leave may be extended for an additional school year.)

17 2. Requests for extension of such leaves shall be made not later than three (3) months prior to the expiration of the
18 first year.

19 3. Child rearing leave may be granted for adopted children.

20 4. Any teacher may apply for child rearing leave except for those situations where both husband and wife may be
21 employees of this District, only one of said persons shall be entitled to such leave.

22 5. After expiration of child rearing leave, teachers may be assigned to any position for which they are certificated.

23 E. Military Leave

24 Employees who are members of any reserve corps of the Armed Forces of the United States or the National Guard or
25 who are inducted, enlist, or are otherwise ordered to active military duty shall be granted such leave and military
26 leave pay as is provided in the Military and Veteran's Code.

27 F. Sick Leave (Education Code §44978)

28 1. Every unit member employed five (5) days a week by the District shall be entitled to eleven (11) days' leave of
29 absence for illness or injury exclusive of all days the unit member is not required to render service to the District,
30 with full pay for a school year of service. A unit member employed for less than five school days a week shall be
31 entitled, for a school year of service, to that proportion of eleven (11) days' leave of absence for illness or injury as

1 the number of days he is employed per week bears to five (5); pay for any day of such absence shall be the same
2 as the pay which would have been received had the employee served during the day. Credit for leave of absence
3 need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any
4 time during the school year. If such employee does not take the full amount of leave allowed in any school year
5 under the provision, the amount not taken shall be accumulated from year to year. Summer school teachers may
6 utilize sick leave earned during the regular school year, but summer school teachers do not earn sick leave.

- 7 2. The provision of extended illness leave relating to compensation shall not apply to the first eleven (11) days of
8 absence on account of illness or accident of any such employee five (5) days a week or to the proportion of eleven
9 (11) days of absence to which such employee employed less than five (5) days a week is entitled hereunder on
10 account of illness or accident or to such additional days granted by the governing board. Any employee shall have
11 the right to utilize sick leave provided for in this provision and the benefit provided by the provision of extended
12 illness leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
- 13 3. Unit members who are contracted to work more than the one hundred eighty-five (185) day standard contract
14 will receive one (1) extra hour of sick leave time for every three (3) days worked above the 185 day contract.
- 15 4. Verification: Sick leave shall be supported by a doctor's certificate upon the request of the Superintendent after
16 three (3) days of continuous illness.
- 17 5. If a teacher is absent from duties on account of illness or accident for a period of five (5) school months or less,
18 whether or not the absence arises out of or in the course of the employment of the employee, the amount
19 deducted from the salary due him after the exhaustion of accumulated sick leave for any month in which the
20 absence occurs shall not exceed the sum which is actually paid a substitute employed to fill his position during
21 his absence or if no substitute was employed, the amount which would have been paid to the substitute had he
22 been employed.

23 G. Personal Leave

- 24 1. Immediate family for purposes of this article shall mean mother, father, step-mother, step-father, grandmother,
25 grandfather or a grandchild of the employee or spouse; son, son-in-law, daughter, daughter-in-law, brother, step-
26 brother, brother-in-law, sister, step-sister or sister-in-law of the employee; or any relative living in the immediate
27 household of the employee.
- 28 2. An employee may use, at his election, not more than seven (7) days of accumulated sick leave benefits in the fol-
29 lowing cases of personal necessity:
 - 30 a. Accident involving his person or property or the person or property of a member of his immediate family.
 - 31 b. Appearance in court as a litigant, or as a witness under an official order.

1 c. Serious or critical illness of a member of the immediate family, calling for the services of a physician, and of
2 such an emergency nature that the immediate presence of the employee is required during his work day.

3 d. Death of a member of the immediate family requiring days in addition to bereavement leave.

4 3. An employee may use at his/her election leave for two (2) hours or two (2) class periods without loss of pay for the
5 conduct of personal business. Such leave is not cumulative and is to be used at the employee's discretion. The
6 employee must notify his/her building principal as far in advance as possible when such leave is desired and
7 ensure coverage for his/her classroom. Use of such leave shall be at no cost to the District.

8 4. Personal leave for more than two (2) hours or two (2) class periods, whichever is most appropriate, may be
9 granted to employees to attend an unusual personal, social, or business engagement. Requests for such leave
10 must be submitted as far in advance as possible of the date the employee will be absent and must have the
11 approval of the immediate supervisor and the Superintendent. Deductions from the employee's salary will be
12 limited to the amount paid the substitute.

13 5. An employee may use, at his/her election up to eight (8) days of sick leave as personal leave in any one school
14 year. No more than five (5) work days may be taken consecutively. This leave is noncumulative and is restricted
15 to no more than five percent (5%), or two members, whichever is greater, of the staff being absent on personal
16 leave at any given site, provided the principal is given a minimum of three (3) day's prior notice. The teacher
17 may, at his or her election, deduct the leave days from accumulated sick leave or may receive his or her salary
18 minus the amount paid to a substitute.

19 H. Bereavement Leave

20 1. Every teacher shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than
21 200 miles is involved, on account of the death of any member of his/her immediate family. This leave shall not be
22 deducted from sick leave.

23 2. Bereavement leave is only applicable to employees during the normal school year and does not apply to summer
24 school employees.

25 I. Professional Leaves

26 1. Employees shall receive full pay for attending any conferences at the request of the Administration.

27 2. Requests to be excused from duty shall be submitted to the District Office at least two (2) weeks, or as far in
28 advance as possible, to allow time for Board consideration in the following cases:

29 a. Leave may be granted without loss of pay at the discretion of the Board and on recommendation by the
30 Superintendent for attendance at distinctly professional meetings of educational groups at which the Super-
31 intendent and the Board feel the District should be represented. Expenses may be allowed for this purpose

1 within the limits of the budget's provisions.

- 2 b. Leave of absence to visit classrooms in other schools, attend meetings or conventions of educational associa-
3 tions or societies, or to serve on committees or commissions of such organizations when the activities or pur-
4 poses of the organization serve to advance the welfare of all schools through the upgrading and
5 strengthening of the teaching profession may be granted upon request of the employee and recommendation
6 of the Superintendent, without loss of pay to the employee and with or without travel expense to the District.
- 7 c. Leaves may be granted to employees for attendance at conventions or meetings of organizations composed of
8 people in education but interested primarily in improving the working conditions of school employees upon
9 request of the employee and recommendation of the Superintendent. Deductions from the employee's salary
10 will be limited to the amount paid the substitute.
- 11 d. Upon recommendation of the Superintendent, leaves of absence may be granted to employees who wish to
12 attend conventions of civic or fraternal groups not connected with education in which they hold office. Deduc-
13 tions from the employee's salary will be limited to the amount paid the substitute.

14 J. Longevity Leave

- 15 1. After a teacher has provided twenty (20) years of credited service to the District, he/she shall be eligible for a one-
16 year (1) leave of absence. This leave shall be for the purpose of rejuvenation. There shall be no salary or benefit
17 costs to the District during the duration of the leave.
- 18 2. Excepting emergencies, no employee shall commence a longevity leave other than at the conclusion of a semester
19 or teaching block. Indication to return shall be provided two teaching blocks or one semester prior to the date of
20 intended return.

21 K. Sabbatical Leave

- 22 1. Any certificated employee who has rendered service to the District for at least seven (7) consecutive years and
23 who applies on or before April 1 of any given year may be granted a leave of absence not to exceed one (1) year,
24 upon the recommendation of the superintendent and the approval of the Board of Trustees, for the purpose of
25 permitting study which will benefit the schools and pupils of the District.
- 26 2. The sabbatical leave must be completed within a twelve (12) month period. No compensation for the time off
27 beyond this twelve-month period will be granted.
- 28 3. The employee granted such a leave shall be required to present an outline of the proposed program of study to
29 the Sabbatical Review Committee and to make such report to the Board of Trustees as may be recommended by
30 the Superintendent and the Sabbatical Review Committee and as may be agreed upon in writing by the
31 employee.

- 1 4. In accordance with the Education Code, the interests of the District shall be protected by the written agreement
2 of the employee to return to the service of the District and render at least two (2) years' service following the
3 return from sabbatical leave. The Board shall waive the furnishing of bond, and the employee shall receive com-
4 pensation on leave, provided the employee performs services for the District as prescribed by the Superintendent
5 and the Evaluation Committee for the benefit of the schools of the District in the same manner as if the employee
6 were teaching in the District.
- 7 5. Sabbatical pay shall be the difference between the employee's regular salary and the average salary for new
8 teachers hired for the preceding five-year period (January-December). At no time shall the sabbatical result in a
9 cost to the District. The salary amount shall be calculated by determining the employee's placement on the salary
10 schedule in the year of the sabbatical and subtracting the average salary for all new teachers hired for the pre-
11 ceding five-year period. The employee taking the sabbatical shall be responsible for the cost of his/her health
12 benefits.
- 13 6. High school teachers have the option of requesting a sabbatical to work in private industry or government
14 (excluding public education) in order to gain insight into their subject field. Their sabbatical pay will be
15 calculated the same as any other sabbatical and according to guidelines listed below:
 - 16 a. If private industry employment is less than 182 days, the sabbatical pay shall be prorated on a daily basis.
 - 17 b. Sabbatical pay shall not be prorated up (above 182 days) for a teacher working more than 182 days in private industry.
 - 18 c. If the sum of the sabbatical pay and the pay for private industry totals more than the teacher's regular sal-
19 ary, the sabbatical pay will be reduced so the sum is equal to the teacher's original salary.
 - 20 d. A teacher who receives salary equal to or exceeding his/her teacher's salary shall receive no sabbatical pay.
 - 21 e. This program is not available to teachers engaged in self-employment.
 - 22 f. In all cases, salary must be verified with monthly pay stubs and by annual W-2 forms and any overpayments
23 must be refunded to the District.
 - 24 g. Any high school teacher applying for a sabbatical under Section 6 above, as a condition for such sabbatical,
25 shall provide a bond to the School District at the employee's expense in an amount equal to one (1) year of
26 his/her teacher's salary to guarantee compliance with the sections listed above and the two-year return
27 requirement. This bond may be waived at the discretion of the District.

28 L. Long Term Leaves

- 29 1. Definition—A long term leave is one that extends over one (1) or more semesters (a semester being one-half the
30 number of the total school days). A long term leave for teachers at a school which runs under a year-round sched-
31 ular or modified year-round schedule is one that extends over one (1) or more teaching blocks (a teaching block

1 being the time from when teachers and students resume school until their next track vacation).

2 2. Purpose of the Leave

3 a. Long term leaves may be granted for the following purposes:

- 4 (1) Study or travel - Long term leave taken for the purpose of study or travel must be educationally benefi-
5 cial to the District as well as the employee.
- 6 (2) Restoration of health or disabilities in the immediate family - A doctor's certificate may be required
7 before granting long term leave for restoration of health and/or disabilities in the immediate family.
- 8 (3) The Board of Trustees may grant leaves of absence for up to two years for individuals accepting teaching
9 assignments overseas, providing the following condition is met: If the employee discontinues overseas
10 teaching on or before the end of the first full year's leave, the employee forfeits the second year of the
11 leave and must reapply if a second year is desired.

12 b. Long term leaves may only be granted by the Board of Trustees.

13 3. Commencement of Leave - Excepting emergencies, no employee will commence a long term leave other than at
14 the conclusion of a semester or teaching block.

15 4. Indication of Return to the District - Upon expiration of the leave, the employee shall be assigned to a position
16 and track as similar as possible to that held when the leave was granted. All persons on leave of absence shall
17 notify the Superintendent of their intention to return to duty. Lack of notification by the dates specified will
18 automatically be interpreted as indication that the employee will not be returning:

- 19 a. Year-round or modified year-round employees on leave for one (1) teaching block - 30 days prior to the
20 expiration of the leave.
- 21 b. Year-round or modified year-round employees on leave for two (2) teaching blocks - 45 days prior to the expi-
22 ration of the leave.
- 23 c. Year-round or modified year-round employees on leave for three (3) or more teaching blocks - 75 days prior to
24 the expiration of the leave.
- 25 d. Traditional schedule employees on a leave expiring at the end of the fall semester or a given year - November 15.
- 26 e. Traditional schedule teachers on a leave expiring at the end of the spring semester of a given year -
27 February 15.

28 The District shall notify each employee on leave of absence of their notification dates at least thirty (30) days
29 prior to that specific date. Notification shall be by registered mail sent to the employee's last known address.

30 5. Rules and Regulations Regarding Long Term Leaves

31 a. Leaves shall not exceed one (1) year in duration, except for those dealing with restoration of health or over-

1 seas teaching, which would have a maximum of two (2) years.

- 2 b. A written request to the employee's immediate supervisor is required for leaves. The request must specifically
- 3 state the reason for the request and the duration of time desired. The Superintendent shall present the request
- 4 to the Board, with a recommendation for approval or disapproval, giving reasons for such recommendation.
- 5 c. No salary schedule benefits shall accrue, nor any growth requirements be required, during absence. The
- 6 employee may have the option of maintaining fringe benefits at the employee's own expense.
- 7 d. A leave of absence granted for more than six (6) months shall not affect the continuity of the required time
- 8 for the increment growth period. However, the time during which the leave takes place shall not be
- 9 considered as time within the increment growth period and the ending date of the increment growth period
- 10 shall be adjusted accordingly.
- 11 e. A leave of absence is available only to employees who have been granted tenure status.
- 12 f. A leave of absence shall not cancel accrued sick leave. No sick leave shall accrue during the time of the leave
- 13 of absence.

14 M. Catastrophic Leave Bank

- 15 1. Eligibility - Unit members who have exhausted all fully paid sick leave may use Catastrophic Leave as provided
- 16 for in this agreement. Bank hours may be used to make up the deficit of industrial injury compensation or differ-
- 17 ence pay.

18 To qualify for Catastrophic Leave, the illness or injury must be expected to incapacitate the employee, or a mem-

19 ber of the employee's immediate family, for an extended period of time. To be catastrophic an illness or injury

20 must be sudden and tragic. Immediate family is defined to be a spouse, parent, child or relative living in the

21 employee's home and under their direct care.

22 2. Terms and Conditions

- 23 a. Catastrophic Leave is not to exceed 74 consecutive work days or the number of days available in the Cata-
- 24 strophic Leave Bank, whichever is less.
- 25 b. Participation in the Catastrophic Leave Bank is voluntary.
- 26 c. The District will notify new employees that they will have thirty (30) days from their date of hire to elect to
- 27 participate.
- 28 d. Only those who participate may receive contributions from the bank.
- 29 e. Unit members who do not join the bank, and who have not participated previously in the bank, must wait
- 30 until the next open enrollment period (July 1 - October 1) and will not be eligible to receive a contribution
- 31 from the bank during the school year.

- 1 f. Members of the Catastrophic Leave Bank Committee may create a special enrollment period to solicit one
2 additional day from participating members when the bank of days drops below fifty (50) days. Employees
3 who donate a day at that time will be considered a participant. Failure to make a donation will result in the
4 cancellation of membership as of the last date of the special enrollment period. Previous donations shall not
5 be returned upon cancellation of membership.
- 6 g. The number of days utilized for catastrophic leave in any given year shall not exceed the number of certifi-
7 cated employees in the bargaining unit.
- 8 3. Catastrophic Leave Bank Committee - A Catastrophic Leave Bank Committee shall be established consisting of
9 four (4) unit members appointed by the Association and one administrator appointed by the Superintendent. It
10 shall be the responsibility of the Committee to administer the Catastrophic Leave Bank. The duties of the Com-
11 mittee are to:
- 12 a. Receive leave requests;
13 b. Verify the validity of requests;
14 c. Approve or deny requests;
15 d. Communicate its decisions to affected employees and the Superintendent;
16 e. Create windows for donations of sick leave from participating employees as needed.
- 17 4. Application Procedure
- 18 a. A bargaining unit member desiring Catastrophic Leave shall submit a request on the appropriate form to
19 the Catastrophic Leave Bank Committee. Verification by a physician is required. The Committee shall
20 review the application and make its decision within a reasonable period of time.
- 21 b. When the Committee determines that the employee is eligible for Catastrophic Leave, it shall designate the
22 number of days of eligibility. No days may be granted retroactively.
- 23 c. If the Committee reasonably believes that the applicant may be eligible for disability allowance or disability
24 retirement under STRS, the Committee may request that the applicant apply for such benefits.
- 25 5. Donations to Catastrophic Leave Bank
- 26 a. Participating unit members shall be required to donate one day to the bank. If the number of days in the
27 bank drops below fifty (50), the Committee will assess an additional day to all participants. Once made, a
28 donation becomes irrevocable. All donations shall be voluntary.
- 29 b. Enrollment periods are July 1 to October 1. The Association will send out a yearly reminder of the enrollment period.
30 c. Participants may opt to discontinue participation in the program at any time by notifying the District and
31 Committee in writing.

1 6. Miscellaneous Provisions

- 2 a. The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance,
3 claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by
4 another unit member pursuant to this provision. The Association also agrees that it will not file, on its own
5 behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to chal-
6 lenge in any way the legality or enforcement of this provision.
- 7 b. The Association agrees to indemnify and hold harmless the District from any loss or damages arising from
8 the implementation of this provision.

9 7. Catastrophic Leave Reopeners - The term of this article shall run through June 30, 2003. Both parties agree to
10 commence the discussion of renewal, modification and/or adjustment for future years.

11 8. Dissolution - In the event the Catastrophic Leave Bank is dissolved, unused days that have been accumulated in
12 the Bank will be prorated and returned to current PUSD employees who are participating in the plan at the time
13 of dissolution.

14 **ARTICLE X - NEGOTIATION PROCEDURES**

- 15 A. Parties will begin negotiations within 60 days after an initial proposal is presented.
- 16 B. Either party may utilize the services of outside consultants to assist in the negotiations.
- 17 C. The Board and the Association may discharge their respective duties by means of authorized officers, individual rep-
18 resentatives, or committees.
- 19 D. Negotiations shall take place at mutually agreeable times and places during, before, or after the regular school day. A
20 maximum of four (4) days will be granted as release time by the District. This release time extends to six (6)
21 representatives of the TAP without loss of compensation, provided all six use the release time on the dates mutually
22 agreed to by both parties.
- 23 E. The Association is entitled, without cost, to two (2) copies of all County and State required reports as soon as they are
24 transmitted to the County or State and two (2) copies of the preliminary and final budgets, as well as two (2) copies of
25 the monthly income summaries, expenditure summaries, and balance sheets which are submitted to Board members
26 at Board meetings, and a salary schedule scattergram of certificated employees and forms J41A, J41B, P1 and P2.
27 Additional requests will be made to the Superintendent if the need arises.
- 28 F. During the 2001/2002 contract year, the Association and the District may reopen negotiations on one item of each
29 party's choice, exclusive of Article XII - Salaries and Benefits. During the 2002/2003 contract year the only reopeners
30 will be by mutual agreement of both parties unless the District receives a base revenue limit increase of Three
31 Percent (3%) or more. In such case both parties agree to automatically reopen on salary and benefits only.

1 **ARTICLE XI - PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

- 2 A. Any teacher who is a member of the TAP, or who has applied for membership, may sign and deliver to the District an
3 assignment authorizing deduction of membership dues, initiation fees, and general assessment in the Association.
4 Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authoriza-
5 tion, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the teacher each month
6 for ten (10) months. Deductions for teachers who sign such authorizations after the commencement of the school year
7 shall be appropriately prorated, commencing with the month of employment or month of beginning membership.
- 8 B. With respect to all membership dues or agency service fees deducted by the Board pursuant to this Article, the Board
9 agrees to remit promptly such monies to the Association, accompanied by a categorized list of members and nonmem-
10 bers. The Association shall completely indemnify and completely hold harmless the District from any claims,
11 demands, or lawsuits arising out of the implementation of this Article.
- 12 C. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 13 D. Upon appropriate written authorization from a bargaining unit member, the Board shall deduct from the salary of
14 such unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations,
15 or any other plans or programs jointly approved by the Association and the Board.
- 16 E. The Association shall completely indemnify and completely hold the District harmless from any claims, demands, or
17 lawsuits arising out of or from the Agency Service Fee provisions contained in this Agreement.
- 18 F. Those teachers who are on paid leave, including part-time employees, shall continue to pay dues to the Association if
19 they have voluntary dues authorization cards on file.
- 20 G. Teachers with payroll authorizations on file who are on unpaid leave of absence shall have said authorization
21 continue in effect upon return to active duty unless appropriately canceled pursuant to this Article.
- 22 H. Upon notification from the Association, the District shall deduct an agency service fee from the wages of all
23 employees who have elected not to join the Association within thirty (30) days from the date of commencement of
24 assigned duties and who have not paid an agency service fee directly to the Association. The amount of the agency
25 service fee must not exceed regular Association dues, and the agency service fee must not support Association
26 activities beyond the Association's representational obligations. Any employee who has elected not to join the
27 Association has the right to pay the agency service fee in monthly payments directly to the Association.
- 28 I. Notwithstanding any other provision of this Article, any teacher who is a member of a religious body whose
29 traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not
30 be required to join, maintain membership in, or financially support any employee organization as a condition of
31 employment; except that such employee is required, in lieu of payment of dues to the Association, to pay an amount

1 equal to the current service fees to any nonreligious, non-labor organization, charitable funds exempt from taxation
2 under §501(c)(3) of Title 26 of the Internal Revenue Code. Proof of payment to any fund shall be made on an annual
3 basis to the Association.

- 4 1. Paradise Scholarship Foundation
- 5 2. American Cancer Society
- 6 3. Children's Home Society

7 J. Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious
8 body whose traditional tenets or teachings object to joining or financially supporting employee organizations, shall be
9 made on an annual basis to the District as a condition of continued exemption from the provisions of this Section.
10 Such proof shall be presented within thirty (30) days from the date of commencement of assigned duties of each
11 school year. The Association shall have the right of inspection in order to review said proof of payment.

12 K. Any unit member making payments as set forth in this Section and who requests that the grievance or arbitration
13 provisions of this Agreement be used in his/her behalf shall be responsible for paying the reasonable cost of using said
14 grievance or arbitration procedures.

15 **ARTICLE XII - RETIREMENT BENEFITS**

16 A. Eligible teachers may apply for one of the following early retirement plans shown below.

- 17 1. Reduced work load - Employees shall have the option of requesting a reduced work load pursuant to Education
18 Code §44922 provided the following conditions are met:
 - 19 a. The employee shall have reached the age of 55 prior to reduction in work load.
 - 20 b. The employee shall have been employed full time in a position requiring certification for at least ten (10)
21 years of which the immediate preceding five (5) years were full-time employment.
 - 22 c. During the period immediately preceding a request for a reduction in work load, the employee shall have
23 been employed full time in a position requiring certification for a total of at least five (5) years without a
24 break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not
25 constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used
26 in computing the five-year (5) full-time service requirement prescribed by this subdivision.
 - 27 d. The option of part-time employment shall be exercised at the request of the employee and can be revoked
28 only with the mutual consent of the employer and the employee.
 - 29 e. The employee shall be paid a salary which is the pro rata share of the salary he or she would be earning had
30 he or she not elected to exercise the option of part-time employment but shall retain all other rights and
31 benefits for which he or she makes the payments that would be required if he or she remained in full-time

1 employment.

2 The employee shall receive health benefits as provided in §53201 of the Government Code in the same man-
3 ner as a full-time employee. The cost for full benefits shall be paid from savings generated when calculating
4 the difference in salary between the teacher taking the leave and the substitute. The difference in salary
5 must be enough to cover the expense of the benefits for the time not worked by the employee on leave. The
6 District shall have the prerogative of choosing the substitute that it deems appropriate.

- 7 f. The minimum part-time employment shall be the equivalent of one-half of the number of days of service
8 required by the employee's contract of employment during his or her final year of service in a full-time position.
- 9 g. This option is limited in pre-kindergarten through grade 12 to certificated employees who do not hold posi-
10 tions with salaries above that of a school principal.
- 11 h. The period of this part-time employment shall not exceed five (5) years for employees subject to §20815 of the
12 Government Code or to ten (10) years for employees subject to §22724 of this code.
- 13 i. The period of part-time employment of employees subject to §20815 of the Government Code shall not extend
14 beyond the end of the school year during which the employee reaches his or her 70th birthday. This subdivi-
15 sion shall not apply to any employee subject to §22724 of this code.
- 16 j. Under no circumstances shall this part-time employment result in additional expense for the District.

17 2. Incentive Retirement Plan One

- 18 a. When the teacher is between the ages of 60 to 64, and when the teacher has reached the top of the anniver-
19 sary increments on the salary schedule, he or she will have the option to retire and each year thereafter have
20 the benefit of the Incentive Retirement Plan.
- 21 b. This plan includes:
- 22 (1) Twenty (20) days given to the District for services mutually agreed upon by the teacher and the District.
- 23 (2) This service would be anywhere in the area of work that the teacher is qualified to do, such as remedial
24 reading and math, helping set up a reading or math program, or aiding teachers; in the case of a coun-
25 selor, teaching minim courses in Career Education, summer counseling for incoming ninth graders,
26 developing the career center.
- 27 (3) The time would be twenty (20) school days agreed upon by the teacher and the District.
- 28 (4) The teacher would be eligible for one-half of the fringe benefits of the regular teachers.
- 29 (5) The teacher would be paid \$3,000 each year immediately after the service was rendered.
- 30 (6) Only 2% of the faculty would be eligible at one time for the early retirement, this number being deter-
31 mined by seniority

1 3. Incentive Retirement Plan Two

2 When the teacher has attained the age of 50 and is at Column V, Step 13 on the salary schedule, he/she will have
3 the option to retire and each year thereafter have the benefit of having the District pay the amount of his/her
4 fringe benefits in effect at the time of retirement until the teacher reaches the age of 65.

5 4. Golden Handshake

6 The Board of Trustees reserves the right to implement the Golden Handshake on a yearly basis, provided there is
7 no cost to the District. Provisions for this retirement program are as follows:

- 8 a. The teacher must have reached Column V, Step 13 on the salary schedule.
9 b. Education Code §44929 and §22714 outline the requirements of the program (see Appendix E).
10 c. The State Superintendent of Public Instruction must certify, before action is effective, that the action will
11 result in no cost to the District or to the State Teachers Retirement System.
12 d. Teachers selecting this option must notify the District of their intent no later than March 15 of the year in
13 which they retire.

14 5. Reduced Work Load

15 Employees shall have the option of requesting a reduced work load pursuant to Education Code §44922. The
16 Board may grant such requests provided the conditions of Education Code §44922 are met.

17 B. Any teacher interested in participating in any of the above programs shall notify the personnel office no later than
18 March 15. The Superintendent shall schedule a meeting with each teacher interested by April 30 to develop a mutu-
19 ally agreeable program for such teacher. The agreement between the Board and the participating teacher shall be
20 consummated on or before May 15.

21 C. Where two or more teacher applicants are credentialed to perform the services required in one part-time position,
22 such position shall be filled by the teacher with the greatest District-wide seniority.

23 D. Health Benefits - Refer to Article XIII, Section B.7.c of this Agreement.

24 **ARTICLE XIII - SALARIES AND BENEFITS**

25 A. Salaries

- 26 1. For 2019-2020: A one-time payment off the salary schedule, in lieu of an increase on the salary schedule of three
27 (3.0%) per 1.0 FTE bargaining unit employee employed as of June 1, 2020. Part-time bargaining unit members
28 will receive a pro-rated amount based upon their FTE as of June 1, 2020.

29
30 For 2020-2021: A one-time payment off the salary schedule, in lieu of an increase on the salary schedule of three
31 percent (3.0%) per 1.0 FTE bargaining unit employee employed on June 3, 2021. Part-time bargaining unit

1 member will receive a pro-rated amount based upon their FTE.

2
3 For 2021-2022: 2.0% will be added to the Salary Schedule beginning July 1, 2021.

4
5 A one-time payment off the salary schedule, of 2.0% per 1.0 FTE bargaining unit employee employed on August
6 15, 2021. Part-time bargaining unit members will receive a pro-rated amount based upon their FTE.

- 7 2. The following adjustments to Appendix B Supplemental Pay Schedule: b. Add a stipend for each Skills USA
8 Advisors (Up to 4): Factor 4.0.
- 9 3. Appendix B Supplemental Pay Schedule Rate Base certificated salary Column V will increase to step 10 which is
10 attached thereto as Appendix B.
- 11 4. Except as otherwise stated in this provision, all unit members who serve other than the required number of days
12 as set forth in the school calendar for their job classification shall receive salary which is not less than that which
13 bears the same ratio to the established annual salary for their position as the number of days they serve bears to
14 the number of working days required for their job classification.
- 15 If the District determines within its discretion to extend the work year for any counselors at Paradise High
16 School or Paradise Intermediate School beyond the number of workdays for regular ten-month full-time
17 employees, and the employee agrees, the District will allow for up to ten (10) days of per diem pay at Paradise
18 High School and five (5) days of per diem pay at Paradise Intermediate School. If more time is needed, employees
19 shall receive compensatory time off for each day the work year is extended beyond the number of workdays of
20 regular ten-month full-time employees. All unit members who agree to perform, at District request, non-
21 instructional duties on days in addition to their required number of days as set forth in the school calendar shall
22 be compensated at a rate equal to the current daily base rate of a day-to-day substitute. Non-instructional
23 activities include curriculum development work and staff development presentations.
- 24 5. Notwithstanding Paragraph 2 above, teachers who serve for one full school semester shall receive not less than
25 one-half the annual salary for their position.
- 26 6. The payroll period shall be defined as monthly. Salary payments as well as payments for services in addition to
27 the teacher's regular assignment shall be made on the last week day of the month. Teachers may choose a ten-
28 month or twelve-month pay pattern. Designation of pay pattern must be submitted annually prior to the first pay
29 period on the appropriate form to the payroll office.
- 30 7. Each employee is responsible for keeping salary status documents up to date.
- 31 8. Payroll disbursement function shall be performed by the Superintendent's office.

1 9. Teachers who complete at least three fifths (3/5ths) of the teacher work year during the 2012-13 school year or
2 later, shall advance one step on the salary schedule. This can be accomplished by working full-time for at least
3 three-fifths (3/5ths of the number of days in the teacher work year or working three-fifths (3/5ths) or more of a
4 school day for the entire work year. This provision shall be implemented beginning July 1, 2014 and will not
5 result in retroactive pay. This provision shall not apply to employees as a Reduced Work Load pursuant to
6 Article XII, paragraph 1.

7 Salary increments shall begin with the second credited teaching year. In order for a certificated employee to
8 advance on the salary schedule, he/she must receive a satisfactory evaluation during the previous year. An
9 unsatisfactory evaluation is evidenced by the Post-Evaluation wherein the employee is notified in writing that
10 he/she is not being recommended for reemployment. If, during the following year, the employee receives a satis-
11 factory evaluation and continues to perform satisfactorily for a period of three (3) consecutive years, he/she will
12 regain the step lost due to the unsatisfactory evaluation.

13 10. In placing new teachers on the salary schedule, placement is determined by number of units above BA degree
14 plus years of teaching experience. Credit is granted for the first nine (9) years' teaching experience, then one (1)
15 year of credit for each additional two (2) years outside the District. Credit shall be granted for any teaching in a
16 public or accredited private school occurring prior to his/her placement on this salary schedule. If a teacher has
17 substituted 120 days or two-thirds of any one school year, within the past ten (10) years, this shall be counted as
18 one year's experience. The new teacher is responsible for providing verification of past substituting experience.

19 11. Secondary (7-12) teachers agreeing to teach six (6) classes per day will be compensated an additional one-fifth
20 (1/5th) of their current daily salary. This includes teaching for another teacher for more than ten (10) consecutive
21 days.

22 12. Certificated Substitutes

23 a. Upon request of the principal, certificated employees working in secondary schools and substituting one
24 period during their prep time will earn the hourly rate as set forth on the certificated salary schedule (Col .V,
25 Step 10 x .000575) - see, Appendix A.

26 b. In the event a substitute is unavailable for a transitional kindergarten through 6th grade self-contained
27 class, a unit member that absorbs one (1) to six (6) students from any additional class for more than one hour will
28 be paid one hour at the hourly wage set forth in Appendix A. A unit member that absorb seven (7) to twelve (12)
29 students for more than one hour will be paid two hours at the hourly wage set forth in Appendix A. No more than
30 twelve (12) students shall be placed in a unit member's class at any one time.

31 13. Master's Degree Compensation

1 The dollar amount for a master's degree will be calculated at two percent (2%) of Column V, Step 10 on the
2 Certificated Salary Schedule (see Appendix A). There will be no additional compensation for multiple master's
3 degrees. The dollar amount for a doctorate degree will be calculated at four percent (4%) of Column V, Step 10 of
4 the Certificated Salary Schedule. There will be no additional compensation for multiple doctorate degrees. A unit
5 member with a master's degree and a doctorate degree will receive compensation for the doctorate degree only.

6 14. When notification of a salary schedule change is received by the District, the change will be implemented accord-
7 ing to the following timeline:

- 8 a. If notification is received between the 1st to the 15th of the month, the new monthly pay will be adjusted in
9 45 to 60 days (the month following ratification) and retroactive pay the following month (75 to 90 days).
10 b. If notification is received between the 16th to the 31st of the month, the District will adjust the monthly pay
11 in 60 to 75 days and will attempt to also include retroactive pay within the same time frame.

12 15. With the October paycheck each year a report will be given to the employee regarding their status on step and
13 column, health benefit choice, and tenure. Any change in compensation due to retro pay, increased salary will be
14 explained with reference to the paycheck stub.

15 16. Home Hospital

16 Upon request a unit member may accept the role of teacher for a student on home hospital, The individual
17 delivering lessons to student(s) on home hospital shall be compensated at the hourly wage set forth in Appendix
18 A for time submitted on a timesheet, plus mileage reimbursement paid at the IRS rate.

19 B. Benefits

20 1. Health Insurance

21 a. Benefit Plans and Contributions

22 (1) The Board shall provide all full time unit members and their dependents their choice of the JPA-SISC
23 offered health plans.

24 (2) Effective July 1, 2017 the fringe benefit cap shall be set at nine hundred twenty one dollars (\$921).

25 (3) The employee must select and enroll in a plan during an open enrollment period. The employee must
26 remain in the chosen plan until the next annual enrollment or until the entire group changes plans.

27 (4) The District will provide each full-time teacher up to the cap stipulated in Section B.1.a.(1) of this
28 Article per month for their health insurance. Any savings generated from the capped benefit will be
29 rebated to the employee.

30 2. The District shall provide all full-time unit members and their dependents with a fully paid BSSP-JPA offered
31 dental plan, currently Delta Dental Plan 8, Should BSSP-JPA no longer offer Delta Dental Plan 8, the parties

1 will meet to discuss an alternate plan. Should the unit member wish to select another dental plan offered by
2 BSSP-JPA, the unit member shall be responsible for all costs in excess of the District's chosen plan, Should the
3 unit members select a plan that costs less than the plan selected by the District, the unit member will not be
4 compensated for the difference in cost.

5 3. The District shall provide all full-time unit members and their dependents with a fully paid BSSP-JPA offered
6 vision plan, currently CSP Plan 8. Should BSSP-JPA no longer offer CSP plan 8, the parties will meet to discuss
7 an alternate plan. Should the unit member wish to select another vision plan offered by BSSP-JPA, the unit
8 member shall be responsible for all costs in excess if the District's chosen plan. Should the unit member select a
9 plan that costs less than the plan selected by the District, the unit member will not be compensated for the
10 difference in cost.

11 4. Part-time unit members shall receive a prorated share of the insurance packages listed above.

12 5. Unit members on Board-approved unpaid leaves of absence may continue to receive teacher health insurance
13 coverage for the period of the leaves, at their own expense.

14 6. Medicare

15 a. The District and the Association agree to provide an election (hereafter "Division") to enable current unit
16 members who were eligible for coverage under the State Teachers Retirement System (STRS) as of March
17 31, 1986, and who have not otherwise been mandated into Medicare coverage, to elect whether or not they
18 choose to have contributions made by them and on their behalf for purposes of establishing eligibility for
19 Medicare coverage as provided by Government Code §22009.03 et seq. The election shall be conducted
20 pursuant to the rules and regulations promulgated by the Public Employees Retirement System (PERS).

21 b. The Association shall be provided a copy of the list of unit members eligible to participate in the individual
22 Division and their anticipated total salary for the fiscal year of 1992/1993.

23 c. The District and the Association understand that the Division is on a one-time-only basis.

24 d. For employees electing "Medicare Only" coverage, the District shall contribute an amount equal to 1.45% of
25 the monthly salary until such time as the employee's annual salary for the year has been paid or has reached
26 the statutory maximum, whichever occurs first. A matching 1.45% of monthly salary shall be deducted from
27 the employee's salary for purposes of contributing to eligibility for "Medicare Only" coverage.

28 e. The effective date of coverage shall be December 1, 1992, and contributions shall begin with the December
29 salary warrant of fiscal year 1992/1993.

30 f. The District and the Association recognize that final state and federal approval of the Division may take as
31 much as eighteen months. Accordingly, the District agrees, if necessary, to escrow the deductions and contri-

1 butions described above until such time as final approval requires such past and future contributions to be
2 forwarded directly to the Social Security System.

- 3 g. Neither the District nor the Association assumes any liability or responsibility for any information or
4 calculation pertaining to the number of credits or any other related information upon which unit members
5 may have relied in deciding whether or not to elect "Medicare Only" coverage.
- 6 h. It shall be the responsibility of the Association to reimburse the District for the cost of the above District con-
7 tribution. The District and the Association agree to reduce the salary schedule by the percentage necessary
8 to meet the Association's obligation.

9 7. Duration of Benefits

- 10 a. The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a unit
11 member's employment terminate prior to the last day of the school year,, he/she shall be entitled to change
12 his/her health coverage to the Cobra health insurance program. Such unit member shall pay the premiums
13 for this plan privately.
- 14 b. Should the employment of a unit member terminate following the last day of the school year and before the
15 commencement of the ensuing school year, such unit member shall be entitled to continue coverage under
16 the health, dental, and vision care plans through August 31 of that calendar year. Unit members shall be
17 responsible for costs in excess of the District's contribution.

18 c. Eligibility and Contribution

19 (1) Eligibility

20 A unit member must fulfill the following requirements to be eligible for post- retirement contributions
21 towards their health benefits from the District:

22 A.) Unit members hired on or before June 30, 2019 must have been employed by the District a
23 minimum of ten (10) full- time service years or any combination of part-time and full-time service that
24 equates to at least ten (10) full-time service years.

25 B.) Unit members hired after June 30, 2019 must have been employed by the District a minimum of
26 fifteen (15) full-time service years or any combination of part-time and full-time service that equates to
27 at least fifteen (15) full-time service years.

28 C.) Unit members must have been employed by the District for five (5) consecutive years prior to
29 retirement from Paradise Unified School Distict

30 D.) Unit members must have been compensated at Column V, Step 13 or a higher placement on the
31 certificated salary schedule.

1 (2) District Contribution

2 Unit members who fulfill the eligibility requirements in Section B.7.c.(1) of this Article shall receive one of the
3 following contributions for health benefits from the District:

4 A.) For unit members hired on or before June 30,2019 the District shall continue to pay no more than the
5 maximum dollar amount in effect at the time of an employee's retirement pursuant to State Teachers'
6 Retirement System rules so as to provide health benefits for the employee upon retirement for no more
7 than fifteen (15) years or up to age 65.

8 B.) For unit members hired after June 30, 2019, retiring between the ages of 55-59 the District shall
9 contribute 150% or 1.5 times the amount of the active member health benefit contribution in Section
10 B.1.a.(2) of this Article so as to provide health benefits for the employee upon retirement pursuant to
11 State Teachers' Retirement System rules so as to provide health benefits for the employee upon
12 retirement for no more than ten (10) years or up to age 65.

13 C.) For unit members hired after June 30, 2019, retiring between the ages of 60-65 the District
14 shall contribute 175% or 1.75 times the amount of the active member health benefit contribution in
15 Section B.1.a.(2) of this Article so as to provide health benefits for the employee upon retirement
16 pursuant to State Teachers' Retirement System rules so as to provide health benefits for the employee
17 upon retirement for no more than five (5) years or up to age 65.

18 D.) Unit members eligible to receive post-employment health benefits pursuant to Section B.7.c.(1) of
19 this Article may elect to receive a cash payment in lieu of health benefits. Such election must be made at
20 the time of retirement and once made, is irrevocable. The cash payment amount shall be 85% of the
21 amount determined by the criteria in Section B.7.c.(2)A, B.7.c.(2).B or B.7.c.(2).C of this Article. The
22 retiree's medical benefits shall be paid on the first pay period following 180 days from the date of
23 retirement, and then annually each July 31st thereafter. Cash payments shall be subject to payroll
24 deductions. Retired employees electing to receive cash in lieu of health benefits shall receive annual
25 payments for no more than fifteen (15) years or up to age 65 whichever comes first.

26 d. Retired employees over the age of 55, provided said employee has served less than ten (10) years of service in
27 the District as a full-time employee, may participate in the District health plan by prepaying such premiums
28 directly to the Business Office by the first of each month. Those employees who are going on disability
29 retirement will have the same privilege regardless of age.

30 e. Retired employees over the age of 65 who have retired under the STRS may continue to participate in the
31 District health plan by prepaying such premiums directly to the business office by the first of each month.

- 1 f. Unit members who are approved for STRS/PERS disability and meet the criteria established in 7.c.(1)
2 shall receive the benefits established in 7.c.(2)B, but are not eligible for the cash in lieu option in
3 section 7.c.(2)D

4 **XIV – PROFESSIONAL GROWTH REQUIREMENTS TO MAINTAIN CREDENTIAL ISSUED AFTER 8/31/85**

- 5 A. The District shall designate only certificated administrators to serve as Professional Growth Advisors (hereinafter
6 referred to as “advisors”). A list of these advisors, including work location and a brief biography on the experience of
7 the advisor, will be published by the District annually prior to the beginning of the school calendar year. The respon-
8 sibility of an advisor shall be to determine whether activities identified on the Professional Growth Plan of a creden-
9 tial holder who is subject to the provision of this article (hereinafter referred to as “credential holder”) comply with
10 pertinent Education Code (hereinafter referred to as “Admin Code”) provisions and the California Professional
11 Growth Manual (hereinafter referred to as “manual”). A credential holder’s evaluating administrator may act as that
12 candidate’s advisor with the consent of the credential holder and after the credential holder has consulted the
13 Association.
- 14 B. If a credential holder believes that his/her advisor has taken an adverse action that he/she considers to be unfair,
15 arbitrary, or contrary to the terms of the Education Code, the credential holder may seek another advisor or appeal
16 the adverse action to the Executive Secretary of the Commission on Teacher Credentialing.
- 17 C. Association activities which comply with the California Professional Growth Manual and the Education Code shall be
18 allowed as Professional Growth Activities. Upon the request of the credential holder or advisor, the president of the
19 Association shall provide verification of participation or completion.
- 20 D. The District and the Association shall provide a joint in-service for credential holders no later than the first week in
21 October of each school year. This meeting shall be mandatory for all credential holders who are new to the District.
- 22 E. A clock hour for purposes of credited Professional Growth Activities shall be the actual time spent in the activity,
23 including preparation time spent if a presenter of the course. College, university, or equivalent courses shall be cred-
24 ited as at least fifteen (15) clock hours for each semester unit, ten (10) clock hours for each quarter unit, or thirteen
25 (13) clock hours for each trimester unit.
- 26 F. Credit for advancement on the salary schedule may be earned by credential holders for Professional Growth Activi-
27 ties. Activities shall be submitted to the Professional Growth Committee for credit determination.
- 28 G. Nothing in the Professional Growth requirements or procedures thereof shall impact, be part of, or modify the per-
29 formance evaluation.
- 30 H. By September 15 of each school year, the District shall notify each credential holder of his/her deadline date for com-
31 pletion of his/her Professional Growth Requirements.

1 I. An advisor shall complete and return to the credential holder certification of proposed plan within ten (10) working
2 days of submission. The initialing of any revisions or verification of completion shall be returned to credential holder
3 within ten (10) working days of submission to the advisor. If an advisor finds that he/she cannot certify the proposed
4 plan, initial a modification, or verify completion, the advisor shall notify the credential holder of the reasons in
5 writing within ten (10) working days of submission.

6 **ARTICLE XV - PROFESSIONAL GROWTH POLICY**

7 A. Description

8 1. In recognition of the need for in-service training for teachers, the Paradise Unified School District proposes to
9 offer a variety of in-service training programs, including, but not limited to, seminars, workshops, professional
10 conferences, and clinics. Teachers attending these in-service programs will receive professional growth credit,
11 which may be used to improve their position on the District's salary schedule. There will be no monetary charge
12 to the teacher for taking these courses.

13 2. Courses to be offered will be determined by the following procedures:

- 14 a. An annual survey of the teachers, in which they assess their needs for professional growth.
- 15 b. An annual assessment of curriculum weaknesses as revealed by State and District testing programs.
- 16 c. An annual survey of administrators and supervisors in which they assess skill areas needing improvement
17 based on their annual evaluation of staff.
- 18 d. An annual review of those curriculum areas due for new text adoptions.

19 3. This program is envisioned to work as follows:

- 20 a. In March or April of each year, the Administration will conduct an annual survey of all certificated staff to
21 determine those areas that the staff feel would be most helpful for in-service training. The results of the sur-
22 vey will be tallied and separated into various categories, i.e., workshops, seminars, clinics, etc. A time will be
23 allocated to each offering, as well as the number of units a teacher will earn by taking that course.
- 24 b. When the list is completed, preferably by May, it will be given to the Professional Growth Committee, who in
25 turn will circulate it among the staff. Teachers who, for one reason or another, do not find what they are
26 looking for on the list may petition the Professional Growth Committee to add their request to the list or ask
27 for an exception to the list, i.e., an off-campus college course. Exceptions will be granted on the basis of
28 whether or not they meet the criteria standard for an exception. Said standard is to be developed by the Pro-
29 fessional Growth Committee and approved by the Board of Education.
- 30 c. When the Professional Growth Committee has completed its task, the list will be submitted to the Board of
31 Trustees for approval and funding. Once the Board has approved the program for funding, the Administra-

tion will select the instructors for the various courses.

d. Input for these staff members will be sought from the Professional Growth Committee, as well as from the staff as a whole.

e. Individual teachers who are denied an exception to the program by the Professional Growth Committee or who were denied credit when taking a course will have the right of due process by first going to the Appeals Committee, and if not successful there, to the Board of Trustees.

B. Professional Growth Committee

1. The Professional Growth Committee shall be composed of the following:

a. One administrator as appointed by the Superintendent.

b. An elementary teacher selected from the faculty of each elementary school.

c. One intermediate school teacher as selected by the Intermediate School.

d. Two high School teachers to be selected from the High School faculty.

e. The chairperson shall be nominated from within the committee. He shall serve for one year.

f. A quorum shall be a minimum of five members present. A decision requires four or more affirmative votes.

2. The Professional Growth Committee shall meet three times yearly or when a need arises as determined by the committee chairperson. Suggested meeting dates are as follows:

a. September, at a time and place as determined by the chairperson of the committee.

b. January, at a time and place as determined by the chairperson of the committee.

c. May, at a time and place as determined by the chairperson of the committee.

3. The terms of office shall be two years for all certificated members.

4. A secretary shall be selected from within the committee who shall transmit the findings of the committee and initiate all other correspondence as required by the chairperson of the committee.

C. Definitions

1. "Unit" shall be the equivalent of one semester unit at an accredited college or university. Quarter units shall count two-thirds of one unit each.

2. "Additional units" shall mean units earned subsequent to the receipt of the Bachelor's Degree.

3. "Immediate supervisor" is hereby defined for the following groups of personnel:

a. For teachers and counselors with an assignment in a single school—the principal.

b. For teachers and counselors with an assignment in two or more schools—the principals and, in some instances, the Director of Curriculum and Instruction.

D. Operation of the Schedule

1. All "units" of work must be approved by the certificated employee's immediate supervisor.
2. All units for advancement to a higher salary must be recorded before September 1 or at a reasonable date thereafter of the current school year. No contract salaries are changed after that date.
3. When a certificated employee becomes eligible for advancement to a higher salary, it is his/her responsibility to request this transfer in writing to the Superintendent's secretary.
4. The cutoff date for Professional Growth credit will be September 1 for all teachers in the District. If a teacher moves over a column due to this professional growth and has started before the cutoff date, retroactive pay will be due.

E. Appeals Committee

The Appeals Committee will be composed of the following:

- a. The Superintendent of Schools
 - b. The President of the Teachers' Association
 - c. One elementary teacher
 - d. One secondary teacher
 - e. One building administrator.
2. Decisions by this group require three affirmative votes.

F. In accepting this revised Professional Growth Policy, the Teachers Association of Paradise agrees to the following:

1. The organization agrees to appoint representatives to serve on the Professional Growth Committee and the Appeals Committee.
2. The organization agrees that only those units earned by attending in-district professional growth programs, courses taken on campus of accredited colleges and/or universities, or units approved by the Professional Growth Committee may be applied toward advancement on the District's salary schedule.
3. These on campus courses include:
 - a. Lower Division courses taken on campus.
 - b. Upper Division courses taken on campus.
 - c. Graduate courses taken on campus.

ARTICLE XVI - SAFETY FOR TEACHERS

- A. Unit members shall immediately report cases of actual or attempted physical assault suffered by them in connection with their employment to their principal or other immediate superior, who shall immediately report this incident to the police.
- B. Unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health or safety.

1 C. Special Education teachers who have received appropriate training shall be the only bargaining unit members to
2 provide and conduct necessary specialized health care procedures. No other bargaining unit members shall be
3 requested to perform such specialized health care, except in extreme emergencies.

4 **ARTICLE XVII - PEER ASSISTANCE AND REVIEW PROGRAM**

5 **A. Joint Committee on Peer Assistance and Review**

- 6 1. The Joint Committee shall consist of three (3) teachers and an alternate appointed by the Association and two (2)
7 administrators appointed by the Superintendent. Four (4) members (votes) shall constitute a majority. Members
8 of the board appointed by the Association shall initially have a two-, a three- and a four-year term. After the ini-
9 tial selection Joint Committee Members shall serve a four-year term. Joint Committee Association Members
10 shall be paid their per diem hourly rate for their attendance at meetings. The Association shall also select an
11 alternate member who shall only vote when one of the three teachers is unable to attend a meeting or feels it
12 necessary not to vote on a particular item due to personal conflict.
- 13 2. The Joint Committee shall establish the PAR budget at the beginning of each school year. This budget shall
14 reflect the yearly goals established by the Committee.
- 15 3. The Joint Committee shall select the Consulting Teachers by majority vote, in accordance with defined criteria
16 (e.g., exemplary teaching ability, classroom observations, etc.). The Joint Committee shall determine these crite-
17 ria which shall be approved by the Association and the District. Consulting Teacher appointments shall be
18 subject to ratification by the Paradise Unified School District and Board of Trustees.
- 19 4. The Joint Committee shall determine the number of Consulting Teachers to be appointed, the length of the day
20 assigned to peer assistance and staff development, the appropriate grade level designation after reviewing the
21 number of potential new teachers, those assigned for peer assistance and review, and the staff development
22 needs for a given year.
- 23 5. The Joint Committee shall advertise for the Consulting Teacher positions throughout the District.
- 24 6. The Joint Committee shall also review reports and progress of teachers who have been assigned to the program.
25 The Joint Committee shall meet annually to review the functioning of the program and to make
26 recommendations to the Association and District for program improvement and evaluation.
- 27 7. Unit members who perform functions as Joint Committee Members or Peer Support Providers pursuant to this
28 program shall have the same protection from liability and access to appropriate defense as other public school
29 employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.
- 30 8. A Joint Committee member who becomes a referred teacher must resign his/her position as a Joint Committee member.

31 **B. Consulting Teachers**

1. Consulting Teachers shall be selected by the Joint Committee. The Consulting Teachers shall serve two-year terms with an opportunity to reapply after the second year. Consulting Teachers wishing to relinquish their responsibilities after one year may do so.
2. Consulting Teachers shall be responsible for supporting and conferring with assigned teachers. This may include, but not be limited to: classroom visitations, participant visitations to the Consulting Teacher's classroom, meetings outside of school time and the teaching of demonstration lessons.
3. Consulting Teachers shall coordinate a series of pre-determined workshops open to all teachers in the District. These workshops could include demonstration lessons and follow-up visits to participants' classrooms. Workshops shall focus on enhancement of instructional methods, enhancement of academic content in the core curriculum areas and local educational priorities as determined by the local board.
4. Consulting Teachers shall assist and monitor all staff referred for peer assistance. The Consulting Teacher and the administrator shall assist in the development of an assistance plan and maintain a written record of the teacher's level of participation. This record shall be presented to the Joint Committee in the final year-end report.
5. Consulting Teachers shall keep a record of all activities dealing with their work as a Consulting Teacher. These records shall be presented to the Joint Committee upon request.
6. Functions performed pursuant to this article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members. The method of reimbursement and minimum duties for Consulting Teachers shall be determined by the Joint Committee.
7. Unit members who perform functions as Joint Committee Members or Consulting Teachers pursuant to this program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.
8. A Consulting Teacher who becomes a referred teacher must resign his/her position as a Consulting Teacher.

C. Teacher Participants

1. All probationary teachers shall take part in the Peer Assistance and Review process. Teachers changing assignments or grade level will be encouraged to participate if they feel the need. Permanent teachers who receive an unsatisfactory evaluation will be assigned to participate. Any permanent teacher may volunteer to participate.
2. Permanent teachers who volunteer for the Peer Assistance Program may receive staff development credit.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

A. School Calendar

1. Each year by December 1, the Association shall submit to the Superintendent a desired calendar for the next

1 school year. This calendar will be presented to the Board along with calendar choices from other associations.

2 The Board will decide on the final calendar.

- 3 2. Adopted school calendars shall designate instructional days, vacation periods, holidays, school preparation days,
4 and if scheduled, non-preparation meeting days.

5 B. Probationary Teacher Dismissal

6 Probationary teacher dismissal procedures shall be determined by the appropriate Education Code sections.

7 C. Duty Aides

- 8 1. The District agrees to provide morning and afternoon bus/yard duty aides for grades TK-6. These aides will
9 supervise the children on the school grounds before and after the instructional day.
- 10 2. The District will provide recess duty aides for grades TK-6. These aides will supervise the children during recess.
- 11 3. The District will provide Transitional Kindergarten and Kindergarten classes one hour of instructional aide time
12 prior to lunch each day.
- 13 4. Teachers may be asked to supervise buses or recess on an occasional basis in the absence of an aide or in an
14 emergency situation.
- 15 5. On rainy days, teachers are entitled to a 30-minute duty-free lunch and will be expected to report back to their
16 classrooms to supervise their class.
- 17 6. Each Transitional Kindergarten and Kindergarten teacher will be reimbursed up to \$500.00 for classroom
18 supplies purchased between July 1, 2015 and June 3, 2016. All requests for reimbursements must be completed
19 on appropriate District forms and include itemized receipts. All documentation must be submitted by June 30,
20 2016.
- 21 7. Beginning in 2016-2017 each Transitional Kindergarten and Kindergarten classroom will receive \$200.00 above
22 their 2015-2016 site supply budget allocations.
- 23 8. Transitional Kindergarten and Kindergarten teachers will receive fourteen (14) hours of release time per year for
24 the purpose of site collaboration and program development as determined by the site Transitional Kindergarten
25 and Kindergarten teachers. This time can be used at the discretion of Transitional Kindergarten and
26 Kindergarten teachers so long as it does not conflict with District and site sponsored trainings or leave
27 Transitional Kindergarten or Kindergarten students without a certificated substitute. This provision shall expire
28 at the end of the 2018-2019 school year.

- 29 D. The District and the Association agree to allow for the submission of waiver requests for any section of this contract.
30 Such requests shall be submitted on the appropriate form (Appendix C).

- 31 E. Noise levels at dances—Using a decibel meter, a committee consisting of an administrator, a teacher, and a member

1 of student government shall determine an acceptable noise level for dances at Paradise High School, Paradise
2 Intermediate School and Mountain Ridge Middle School.

3 F. Special Education Students

- 4 1. An IEP meeting will be held before a special education student is mainstreamed into the regular classroom or
5 before a new classroom placement is made. This includes advancement between grade levels. The regular class-
6 room teacher shall be notified and have the right to be included in the IEP. Necessary additional services, as
7 determined by the IEP team, will be provided in order to guarantee a smooth transition. Every attempt will be
8 made to provide necessary services prior to the student being placed into the mainstream classroom. Any special
9 services required by the student will be directly communicated to the teacher I whose class the student has been
10 placed. This will include, but is not limited to, health, emotional, developmental and behavioral issues. This same
11 information shall be directly communicated to the next regular education teacher should a student with an IEP
12 transfer to any other classroom in the District. The District is legally obligated to enroll special education stu-
13 dents new to PUSD who have a current IEP, on an administrative placement. When such placements are made
14 all pertinent information will be shared with the classroom teacher. An IEP team meeting will be held as soon as
15 records are received or within thirty (30) days.
- 16 2. The District will consider the needs and requirements of special education students when loading classes.
17 Consideration will be given to balancing student loads based on student needs. Special needs students will be
18 mainstreamed into the regular education classroom at an appropriate time of day agreed upon by both the
19 regular education teacher and the special education teacher, within the parameters established by the IEP. If the
20 teachers cannot agree on appropriate times, the principal shall make the final determination.
- 21 3. Whenever possible, IEP and other special meetings for special education students will be scheduled during the
22 teacher's work day.
- 23 4. Regular classroom teachers will not be required to perform medical or personal hygiene tasks as part of their
24 duties but should be familiar with possible medical needs and how these needs might be met. This applies to field
25 trips as well as regular classroom times.
- 26 5. All students who are disruptive to the learning process will be dealt with by the teacher and administration
27 using rules of due process.
- 28 6. Within the IEP, it shall be clearly spelled out who is responsible for making the daily decisions that involve the
29 medical status of the student.
- 30 7. Any time spent at the request of the District administration by the regular classroom teacher on in-service
31 and/or meetings beyond the normal IEP process which deals with special needs of the student outside the normal

1 contract day or year will be compensated at the hourly rate.

2 8. A clear chain of command and responsibility needs to be established between District and site special education
3 personnel. The site principal or his/her designee shall be the responsible person at each site. The Director of Spe-
4 cial Services is the responsible person at the District Office.

5 9. Regular classroom teachers should receive in-service on the workings of the IEP process before they attend the
6 IEP for the student that they are receiving whenever possible.

7 G. Certificated JPA Representative

8 The District will pay for a substitute and will pay mileage for one certificated representative to attend official medical
9 JPA meetings.

10
11 H. Client Surveys - The District and Association agree that all unit members will disseminate student and parent client
12 surveys each year.

13 1. Parent Surveys - (Grades Pre-School through 5)

14 Elementary teachers will send home Parent Surveys with the students at a time approved by the principal. The
15 surveys will include instructions to be mailed to the school, returned to the office or given to the teacher. The
16 completed surveys shall be turned over to the teacher unread by the administration. The teacher shall provide a
17 report to the administration of the number of surveys disseminated, the number returned and a summary of the
18 feedback.

19 2. Parent Surveys - (Grades 6 through 12)

20 Parent Surveys will be provided to the parents of students in two periods selected by the site administration. The
21 surveys will include instructions to be returned by mail to the school, returned to the office or given to the
22 teacher. The completed surveys shall be turned over to the teacher unread by the administration. Each teacher
23 shall provide a report to the administration of the number of surveys disseminated, the number returned for
24 each of the two classes and a summary of the feedback.

25 3. Student Surveys (Pre-School through 12)

26 The principal at each site shall make arrangements for Student Surveys to be filled out by each child. The
27 surveys will be completed by the students at a time when the teacher is not present. The completed surveys shall
28 be turned over to the teacher unread by the administration. Each teacher is required to present a report to the
29 administration of the number of surveys disseminated, the number returned and a summary of the feedback.

30 I. The District agrees to pay one-fifth release time for the TAP President. Effective upon ratification, the District will
31 provide the position of TAP President an additional ten release days per school year. This release time is

1 noncumulative.

2 J. Saturday School Supervision

- 3 1. Effective with ratification of this contract, teachers who choose to supervise a day of Saturday School will be paid
4 the in-district substitute rate (\$107 per day).
5 2. Teachers may choose to be relieved of one major or two minor supervision duties in lieu of being paid for
6 Saturday School supervision.

7 **ARTICLE XIX - SAVINGS**

- 8 A. Statutory Changes and Service—If any provisions of this Agreement are held to be contrary to law by the E.E.R.B. or a
9 court of competent jurisdiction, or if there are statutory changes affecting this Agreement, then such provisions shall not
10 be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full
11 force and effect. Should a provision or application be deemed invalid, the parties shall, upon demand of either, meet not
12 later than thirty (30) days after such court or legislative change to renegotiate the provision or provisions affected.
13 B. Maintenance of Benefits—The parties mutually agree that, upon termination of the original term hereof, this Agree-
14 ment shall remain in full force and effect and be binding until a new Agreement is entered into between the District
15 and the recognized exclusive representative for the certificated employees. If the exclusive representative changes,
16 the Agreement is still in full force and binding until both parties sign a new agreement.

17 **ARTICLE XX - CONCERTED ACTIVITIES**

- 18 A. It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and
19 faithfully perform job functions and responsibilities, or other interference with the operations of the District by the
20 Association or by its officers, agents, or members during the term of this Agreement.
21 B. It is understood that in the event this Article is violated by unit action, the District shall be entitled to withdraw any
22 rights, privileges, or services provided for in this Agreement.

23 **ARTICLE XXI – DURATION OF AGREEMENT**

- 24 A. This Agreement represents the entire agreement between the Governing Board of Trustees of the Paradise
25 Unified School District and the Teachers Association of Paradise. It shall also continue in full force and effect
26 until midnight June 30, 2023.
27 B. In each of the three years of the Agreement, each party may reopen negotiations on Article XIII Salaries and
28 Benefits and three articles in this Agreement. If agenda posting requirements can be satisfied, proper public
29 notice of such proposals shall be given at the first board of trustees meeting following the submission of the
30 proposals.
31 C. This shall close negotiations for the 2019-2020, 2020-2021, 2021-2022 school years.

1 Other Matters:

2 The parties agree to continue discussion regarding a pilot program regarding donation of sick leave.

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PARADISE UNIFIED SCHOOL DISTRICT

TEACHERS ASSOCIATION OF PARADISE

By *Sam Taylor*
Superintendent

By *Rachel Kayam*
TAP President

Date: *5/19/22*

Date: *5-6-22*

By *David Guit*
PUSD Negotiations Chairperson

By _____
TAP Negotiations Chairperson

Date: *5/18/22*

Date: _____

**PARADISE UNIFIED SCHOOL DISTRICT
SUPPLEMENTAL PAY SCHEDULE
FY 2021-22
APPENDIX B**

A) Rate Base		Rate	
Certificated Salary Col. V, Step 10 =		62,170	

B) High School Stipends			
	# of	Rate per	
	Positions	Factor	Position
Academic Decathlon	1	5.00	3,109
Athletic Director (& 2 periods)	1	8.00	4,974
Baseball, Jr. Varsity	1	5.00	3,109
Baseball, Varsity	1	6.50	4,041
Basketball, Freshman - Boys	1	5.00	3,109
Basketball, Freshman - Girls	1	5.00	3,109
Basketball, Jr. Varsity - Boys	1	6.20	3,855
Basketball, Jr. Varsity - Girls	1	6.20	3,855
Basketball, Varsity - Boys	1	7.50	4,663
Basketball, Varsity - Girls	1	7.50	4,663
Cheerleading Advisor	1	7.50	4,663
Cheerleading Asst.	1	3.00	1,865
Cross Country	1	6.00	3,730
Drama Coach	1	4.25	2,642
Family, Career, & Comm. Advisor	1	5.00	3,109
Football, Freshman Head	1	5.00	3,109
Football, Freshman Asst.	1	4.00	2,487
Football, Jr. Varsity Head	1	6.20	3,855
Football, Jr. Varsity Asst.	1	4.50	2,798
Football, Varsity Head	1	7.50	4,663
Football, Varsity Asst.	1	5.80	3,606
Future Farmers of Amer. Advisor	1	6.00	3,730
Golf - Boys	1	4.50	2,798
Golf - Girls	1	4.50	2,798
Leadership Advisor	1	6.00	3,730
Music, Secondary	1	5.16	3,208
Newspaper - H S	1	5.67	3,525
Skills USA Advisors (up to 4)	1	4.00	2,487
Snowboarding	1	4.50	2,798
Speech and Debate	1	2.75	1,710
Soccer - Boys	1	5.00	3,109
Soccer - Girls	1	5.00	3,109
Softball, Jr. Varsity - Girls	1	5.00	3,109
Softball, Varsity - Girls	1	6.50	4,041
Swimming	1	4.00	2,487
Tennis - Boys	1	4.50	2,798
Tennis - Girls	1	4.50	2,798
Track, Head - Boys	1	7.00	4,352
Track, Head - Girls	1	7.00	4,352
Track, Asst.	2	5.00	3,109
Trainer - Fall	1	5.35	3,327
Trainer - Spring	1	5.35	3,327
Trainer - Winter	1	5.35	3,327
Volleyball, Freshman	1	4.59	2,854
Volleyball, Jr. Varsity	1	5.60	3,482
Volleyball, Varsity	1	6.81	4,234
Wrestling, Jr. Varsity Head	1	5.80	3,606
Wrestling, Varsity Head	1	7.50	4,663
Wrestling, Asst.	1	4.00	2,487
Year Book - H S	1	7.09	4,408

C) 7th and 8th Grade Athletics			
	# of	Rate per	
	Positions	Factor	Position
Athletic Director	1	8.00	4,974
Basketball, 7th grade - Boys	1	3.80	2,362
Basketball, 7th grade - Girls	1	3.80	2,362
Basketball, 8th grade - Boys	1	3.80	2,362
Basketball, 8th grade - Girls	1	3.80	2,362
Cross Country, 7th & 8th	1	2.75	1,710
Student Activities, 7th & 8th	1	1.50	933
Volleyball, 7th & 8th	1	2.75	1,710
Music, Intermediate	1	3.98	2,474
Track, 7th & 8th grade - Boys	1	2.75	1,710
Track, 7th & 8th grade - Girls	1	2.75	1,710

D) Paradise High School Departments;			
		Factor	Rate
Department Chairpersons Reimbursement:		3.80	2,362
Business, Foreign Language, English, Visual & Performing Arts, Health/Drivers' Ed/Home Econ./Ind. Arts, Mathematics, Physical Education, Science, Social Science, & Special Svcs.			

E) Other District Stipends			
		Factor	Rate
Link Crew Lead		Flat	3,500
Link Crew Asst.		Flat	1,500
Music, Elementary		3.98	2,474
Pathways Lead		Flat	2,000
Pathways Core Teacher		Flat	1,000
Support Teacher for Intern		Flat	1,734
Special Ed. Preschool, Resource, & SDC		Flat	800
SH, ED, & transition classes		Flat	800
Math & Lang. Arts Assess. Coord. (Int./Middle)		Flat	300

F) Notes	
<ul style="list-style-type: none"> • Extra pay for these positions will be paid only if the building principal certifies that duties have been performed and performances have been held which required work over and beyond the normal teaching assignment. • Board approved on 06/15/21. 	

PARADISE UNIFIED SCHOOL DISTRICT

District Waiver Request

This form is to be used when a school desires to waive a section or sections of the negotiated agreement between the Paradise Unified School District ("District") and the Teachers Association of Paradise ("Association"). These waivers must be formally approved by both the District and the Association. Please complete the following:

- 1. Requesting school: _____
- 2. Today's date: _____
- 3. Date of waiver period: from _____ to _____ (this period shall not exceed one full school year)
- 4. Section to be waived: _____
- 5. Desired change: _____

- 6. Signature of school principal: _____ Date _____

Approvals:

TEACHERS ASSOCIATION OF PARADISE

PARADISE UNIFIED SCHOOL DISTRICT

Negotiations Chairperson Date

Superintendent Date

Association President Date

Board President Date

EDUCATION CODE §22714

Retirement for service

- (a) Whenever the governing board of a school district or a community college district or a county office of education, by formal action, determines pursuant to Section 44928 or 87488 that because of impending curtailment of or changes in the manner of performing services, the best interests of the district or county office of education would be served by encouraging certificated employees or academic employees to retire for service and that the retirement will result in a net savings to the district or county office of education, an additional two years of service credit shall be granted under this part to a member of the Defined Benefit Program if all of the following conditions exist:
- (1) The member is credited with five or more years of service credit and retires for service under Chapter 27 (commencing with Section 24201) during a period of not more than 120 days or less than 60 days, commencing no sooner than the effective date of the formal action of the employer that shall specify the period.
 - (2) The employer transfers to the retirement fund an amount determined by the Teachers' Retirement Board to equal the actuarial equivalent of the difference between the allowances the member receives after receipt of service credit pursuant to this section and the amount the member would have received without the service credit and an amount determined by the Teachers' Retirement Board to equal the actuarial equivalent of the difference between the purchasing power protection supplemental payment the member receives after receipt of service credit pursuant to this section and the amount the member would have received without the service credit. The payment for purchasing power shall be deposited in the Supplemental Benefit Maintenance Account established by Section 22400 and shall be subject to Section 24415. The transfer to the retirement fund shall be made in a manner and a time period, not to exceed eight years, that is acceptable to the Teachers' Retirement Board. The employer shall transfer the required amount for all eligible employees who retire pursuant to this section.
 - (3) The employer transmits to the retirement fund the administrative costs incurred by the system in implementing this section, as determined by the Teachers' Retirement Board.
 - (4) The employer has considered the availability of teachers or academic employees to fill the positions that would be vacated pursuant to this section.
- (b) (1) The school district shall demonstrate and certify to the county superintendent that the formal action taken would result in a net savings to the district.
- (2) The county superintendent shall certify to the Teachers' Retirement Board that the result specified in paragraph (1) can be demonstrated. The certification shall include, but not be limited to, the information specified in subdivision (c) of Section 14502.1.
- (3) The school district shall reimburse the county superintendent for all costs to the county superintendent that result from the certification.
- (c) (1) The county office of education shall demonstrate and certify to the Superintendent of Public Instruction that the formal action taken would result in a net savings to the county office of education.
- (2) The Superintendent of Public Instruction shall certify to the Teachers' Retirement Board that the result specified in paragraph (1) can be demonstrated. The certification shall include, but not be limited to, the information specified in subdivision (c) of Section 14502.1.
- (3) The Superintendent of Public Instruction may request reimbursement from the county office of education for all administrative costs that result from the certification.
- (d) (1) The community college district shall demonstrate and certify to the chancellor's office that the formal action taken would result in a net savings to the district.
- (2) The chancellor shall certify to the Teachers' Retirement Board that the result specified in paragraph (1) can be demonstrated. The certification shall include, but not be limited to, the information specified in subdivision (c) of Section 84040.5.
- (3) The chancellor may request reimbursement from the community college district for all administrative costs that result from the certification.

- (b) The employee shall have been employed full time in a position requiring certification for at least 10 years of which the immediately preceding five years were full-time employment.
- (c) During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full time in a position requiring certification for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service.
- (d) The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.
- (e) The employee shall be paid a salary which is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- (f) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position.
- (g) This option is limited in prekindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.
- (h) The period of this part-time employment shall include a period of time, as specified in the regulations, which shall be up to and include five years for employees subject to Section 20815 of the Government Code or 10 years for employees subject to Section 22724 of this code.
- (i) The period of part-time employment of employees subject to Section 20815 of the Government Code shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday. This subdivision shall not apply to any employee subject to Section 22724 of this code.

(Amended by Stats 2000, Ch. 1025, Sec. 39)

Reference: Education Code 22724
Government Code 20815
Government Code 53201

EDUCATION CODE §44929

Early retirement

Whenever the governing board of a school district or a county office of education, by formal action, determines that because of impending curtailment of or changes in the manner of performing services, the best interests of the district or county office of education would be served by encouraging the retirement of certificated employees and that the retirement will result in a net savings to the district or county office of education, an additional two years of service shall be credited under the Defined Benefit Program of the State Teachers' Retirement Plan to a certificated employee pursuant to Section 22714 if all of the conditions set forth in that section are satisfied.

(Amended by Stats. 2008, Ch. 313, Sec. 14.)

Reference: Education Code 22714

EDUCATION CODE §44865

Leave of absence; pregnancy; childbirth, etc.

The governing board of any school district shall provide for leave of absence from duty for any certificated employee of the district who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

- (b) Allowable leave shall not be accumulated from year to year;
- (c) Industrial accident or illness leave shall commence on the first day of absence
- (d) When a certificated employee is absent from his duties on account of an industrial accident or illness, he shall be paid such portion of the salary due him for any month in which the absence occurs as, when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him of not more than his full salary;

The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

- (e) Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award;
- (f) When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 44977, 44978 and 44983, and for the purposes of each of these sections, his absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to him of not more than his full salary.

The governing board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.

During any paid leave of absence, the employee may endorse to the district the temporary disability indemnity checks received on account of his industrial accident or illness. The district, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

In the absence of rules and regulations adopted by the governing board pursuant to this section an employee shall be entitled to industrial accident or illness leave as provided in this section but without limitation as to the number of days of such leave.

(Enacted by Stats. 1976, Ch. 1010.)

References: Education Code 4064
Education Code 44977
Education Code 44978
Education Code 44983
Labor Code 4453

APPENDIX E

Policy #1812.1

Community Relations

Complaints Concerning School Personnel

The Governing Board places trust in its employees and desires to support their actions in such manner that employees are freed from unwarranted, spiteful or negative criticism and complaints.

The Superintendent or designee shall develop regulations which permit the public to lodge complaints against staff members in an appropriate way. These regulations shall assure a complete hearing of complaints and shall protect the rights of the staff members and the district.

Verbal criticism against an employee initially made to a Board member or at a Board meeting will be referred to the Superintendent for appropriate consideration and action according to administrative regulations.

When a complaint is made, the Superintendent or designee shall determine whether it should be resolved by the district's process for complaints concerning personnel, the district's uniform complaint procedures, or both.

Upon request, parents/guardians shall receive procedures, written in their primary language, for filing a child abuse complaint with the appropriate child protective agencies. If any parent/guardian complains of child abuse occurring at a school, the Superintendent or designee shall provide him/her with these procedures and shall also provide an interpreter as needed for oral communication. (Statutes other than Code, Ch. 1102, Statutes of 1991)

Providing the above procedures to parents/guardians does not relieve mandated reporters from their duty to report suspected child abuse in accordance with law.

Legal Reference: EDUCATION CODE
88808.1 Guidelines on procedure for filing child abuse complaints
85148 Closed sessions
44081 Personnel file contents and inspection
44811 Disruption of public school activities
44982-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)
48887 Child abuse guidelines
GOVERNMENT CODE
54957 Closed session; complaints re employees
54957.6 Closed session; salaries or fringe benefits
PENAL CODE
278 Cruelty or unjustifiable punishment of child
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
800 Minors subject to jurisdiction of juvenile court

Management Resources:
CDE LEGAL ADVISORIES
0910.98 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-98)

Policy
adopted: 11/19/88
(legal references revised 10/97)

Community Relations

Complaints Concerning School Personnel

INFORMATION FOR PARENTS ON REPORTING CHILD ABUSE

What is Child Abuse and What is not Child Abuse

The following information, taken from Penal Code §278(a), 278(d), and 11165.6, will assist parents/ guardians in reaching the decision whether to file a complaint of suspected child abuse.

Child abuse is a physical injury which is inflicted by other than accidental means on a child by another person.

It also means the sexual abuse of a child.

It also means willful cruelty or unjustifiable punishment of a child, or willfully inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody.

It also means unlawful corporal punishment or injury resulting in a traumatic condition.

Child abuse also means neglect of a child or abuse in out-of-home care. (Out-of-home care is defined in Penal Code §11165.6 as a situation where the person responsible for the child's welfare is a licensee, administrator, or employee of any facility licensed to care for children, or an administrator or employee of a public or private school or other institution or agency.)

Child abuse does not mean a mutual affray or fight between minors.

It also does not include an injury caused by the actions of a peace officer using reasonable and necessary force:

1. To quell a disturbance threatening physical injury to person or damage to property;
2. To prevent physical injury to person or damage to property;
3. For purposes of self-defense;
4. To obtain possession of weapons or other dangerous objects within the control of a child; or
5. To apprehend an escapee.

In addition, child abuse does not include injury caused by any force that is reasonable and necessary for person employed by or engaged in a public school:

1. To stop a disturbance threatening physical injury to people or damage to property;
2. For purposes of self-defense; or
3. To obtain possession of weapons or other dangerous objects within control of a pupil. (Education Code §44807 and §49001)

How to File a Complaint of Child Abuse by School District Employees or Others at School Sites

The parent/guardian of a student has the right to file a complaint against a school district employee or other person that they suspect has engaged in abuse of a child at a school site. In addition, if the child is also

Arbitrator's Case No. 09-A-212
September 7, 2010

1. The Association has established there is a definable and consistent contractual past practice with respect to the District's contribution to retiree health and insurance premiums.
2. The District and the Association interpreted the disputed language "If the retired employee selects another health plan the District will pay for the new plan up to the maximum dollar amount in effect at the time of the employee's retirement," (Jt. Ex.1) to mean the amount established by the JPA, based on the retiree's selection from the available plans.
3. The District did violate Article XII, Retirement Benefits, Section 3D and Article XIII, Salaries and Benefits, when it changed the amount payable for retiree health benefits.
4. The arbitrator has the authority to award an appropriate remedy for a violation of Article XII and Article XIII.

AWARD

The District is to apply its early retirement health benefits contribution in the same manner and with the same effect consistent with its past practice between 1998 and 2008. The selections made by retirees after July 1, 2008, are to be retroactively made whole.

REMEDY

1. The District is to cease and desist from using its interpretation of the contract to establish a cap on retiree health benefits.
2. The District is to use the JPA established rate to determine the District's contribution obligation for individual retiree health benefits. The rate payable by the District is the JPA rate selected by the annuitant at the time of his/her retirement.
3. Affected retirees are to be retroactively reimbursed, applying the JPA rates from July 1, 2008 to the present.
4. The Association's request that it be awarded attorney fees and costs is denied.

In accordance with the stipulation of the parties, I retain jurisdiction over the remedy.

The Grievance is sustained.