

## I. AGREEMENT

This Agreement is entered into this 1st day of July, 2006, between the Lodi Unified School District (herein "District") and the Lodi Education Association/California Teachers Association/National Education Association (herein "Association"), an employee organization.

## II. RECOGNITION

- A. The District recognizes the Association as the exclusive representative for the employees of the Teachers' Unit.
- B. The Teachers' Unit consists of employees as stated in the listing of positions set forth below:

- 1. All regular preschool and K-12 classroom teachers including:

- Teacher Trainees
- Children's Center
- Deaf and Blind
- R.O.P.
- R.O.C.
- Home and Hospital
- Librarians
- Department Heads
- Temporary Teachers
- Part-time Teachers
- Regular Contract Teachers on Substitute List
- SOLH (Severe Oral Language Handicapped)
- Bilingual
- ELD
- Head Teachers
- Resource Specialists
- Special Day Class
- Adaptive P.E.
- Special Program Teacher
- Special Project Resource Teacher

- 2. The Teachers' Unit does not include District employees in the following classifications:

- Management
- Supervisory
- Confidential
- Counselors
- Nurses

Psychologists  
Psychometrists  
Speech Therapists  
Program Specialists  
Substitutes  
Adult School Employees who are not regular day teachers  
Summer School Employees who are not regular day teachers

The District will negotiate with the Association as required by Chapter 10.7 (commencing with Section 3540) of the Government Code not only in respect to the regular positions of members of the unit but also as to their positions in Adult School, Summer School, Intersession, or other compensated extra-duty positions.

3. In the event a new classification is created which is not covered above, the parties, shall, at the request of either, meet for the purpose of determining whether such new classification should appropriately be placed in the LEA unit. In the event the parties are unable to agree, the matter may be referred to the Public Employment Relations Board for resolution.
- C. This Agreement applies to all employees in the above-described representation unit, except as otherwise specifically provided herein.

### **III. SALARY AND OTHER COMPENSATION**

- A. Each person in the bargaining unit shall be compensated in accordance with their placement on the Certificated Teachers Salary Schedule (see ADDENDUM NO. 1).
- B. **ADVANCED DEGREES**
  1. An additional \$1,000 shall be added for those teachers holding the M.A., M.S., and the M.Ed.
  2. An additional \$1,500 shall be added for those employees holding the Ph.D., Ed.D., or the Dr. of Science Degree.
  3. Eligible employees shall be compensated only for the maximum degree held, which must be from WASC-approved institutions (or corresponding regional associations) and is restricted to those degrees listed above.
  4. The amount paid for an advanced degree will be prorated for those working less than full time.

C. REVISION OF SALARY SCHEDULE PLACEMENT

All requests for revision of salary schedule placement based on a change from an intern or pre-intern certificate or emergency permit to a preliminary or professional clear teaching credential must be received in the Personnel Office by February 1 of the school year in order to be implemented for that school year.

D. NEW TEACHERS

1. Full years of satisfactory credentialed certificated service in any WASC-accredited institutions (or corresponding regional associations) shall be allowed for initial placement on the salary schedule for those hired commencing with the 2000-01 contract year.
2. Vocational teachers without degrees shall be allowed one (1) year of credit for each three (3) years of full-time vocational experience.
3. New teachers employed in the spring may be given credit for courses in progress and for summer school classes. The college units of credit of each incoming teacher shall be evaluated and recorded by the Personnel Office and the teacher placed in the salary class to which he/she belongs.
4. To qualify for a year of experience on the salary schedule placement, a teacher must have served the equivalent of at least 75% of the number of hours and the number of work days in each regular school year for which experience is requested.
5. Vista and Peace Corps Service shall be credited when such service has been classroom teaching on a full-time basis comparable in nature to teaching in a public school District.

E. CONTINUING TEACHERS

1. Military credit shall be allowed when an employee is called to duty from the District. This service shall not count toward permanent status.
2. To qualify for a year of experience on the salary schedule placement, a teacher must have served the equivalent of at least 75% of the number of hours and the number of work days in each regular school year for which experience is requested. Persons who are employees in part-time positions for less than the equivalent of 75% of the number of hours and the number of work days in each regular school year shall accumulate one year of salary credit for every two years they work at least fifty per cent (50%) of the number of

hours and the number of work days in the regular school year.

F. VOCATIONAL EDUCATION TEACHER PLACEMENT AND ADVANCEMENT ON THE SALARY SCHEDULE

1. For the purpose of placement on the salary schedule only, a vocational education teacher shall be defined as a teacher who:
  - a. Has a vocational education credential; and
  - b. Is teaching a vocational education subject(s) for which he/she is credentialed; or
  - c. (In the case of a teacher with a four-year degree (B.A., B.S.)) has a major or minor in a specific vocational education subject(s) which he/she is hired to teach
2. A vocational education subject is one which meets standards described in the California five-year plan for vocational education including:
  - a. T & I (Trade and Industry Occupations)
  - b. Agriculture
  - c. Home Economics
  - d. Distributive Education
  - e. Health Occupations
  - f. Office Occupations
  - g. Industrial Arts
3. Previous Experience Allowed on Salary Schedule:
  - a. A vocational teacher will be allowed one (1) year of credit for each three (3) years of verified full-time vocational experience beyond those used to qualify for his/her credential, which is directly related to the vocational subject he/she is to teach.
  - b. A vocational teacher will be allowed teaching experience credit on the schedule year for year.
4. Placement and Advancement on Salary Schedule:
  - a. The required vocational training and experience of a person employed to teach a vocational subject shall be accepted in lieu of a Bachelor's Degree for placement in Class A, B, or C of the Teachers' Salary Schedule. The teacher must also possess an appropriate vocational credential as

listed below.

- 1) A vocational teacher with a Preliminary Vocational Credential will be placed in Class A of the Teachers' Salary Schedule.
  - 2) A vocational teacher with a Professional Clear or Standard Designated Subject Credential and 60 semester units of college credit or equivalent will be placed in Class B.
  - 3) A vocational teacher with a Professional Clear or Standard Designated Subject Credential who has also earned ninety (90) semester units (or equivalent) will be placed in Class C.
- b. To qualify for placement beyond Class C of the Teachers' Salary Schedule, a vocational teacher must have earned a four-year degree (B.A., B.S.) plus forty-five (45) semester units.

#### G. PROFESSIONAL GROWTH FOR SALARY SCHEDULE ADVANCEMENT

1. College courses taken for salary schedule credit must be approved by the site administrator or designee and the Director of Certificated Personnel prior to the beginning of such courses. **Pre-approval must be obtained on the District Course Approval Form (Form A).**
  - a. Courses for salary advancement must be goal-directed. Additional credentials or degrees applicable to the field of education, courses meeting the requirements of the staff development component of the school plan, and courses which are related to the curriculum of the Lodi Unified School District are appropriate.
  - b. District-initiated in-service training or workshops (often arranged with a cooperating post-secondary institution which supplies the instruction) outside of the normal workday at which attendance is voluntary may receive units for salary schedule advancement if the College/University credit is arranged with the teaching institution with all costs borne by the participant.
  - c. Tuition and credit for courses offered by accredited post-secondary institutions (Western Association of Schools and Colleges or other regional counterparts) independent of any District involvement are the responsibility of the participant. University and College courses to be considered for salary advancement are subject to prior approval of the Director of Certificated Personnel.

- d. A repeat course may qualify if there is a material difference between the original course and the current one. A junior college or lower-division course may qualify if it is in an area of study requiring prerequisite work and/or is in an area of study that is identified as a District need. Such courses are subject to pre-approval by the Director of Certificated Personnel.
  - e. Only those correspondence or internet courses offered by colleges accredited by the Western Association of Schools and Colleges or other regional counterparts of this association will be considered for salary advancement.
2. Upon the completion of each course taken for salary credit, a transcript or course grade card must be filed with the Personnel Office to validate the credit.
  3. Courses taken during the summer must be completed by **September 1**, and the transcript/grade card verifying the additional units must be received by the Certificated Personnel Department no later than **October 15** in order that credit may be given for that school year.
  4. Contracts for a new school year will be issued based on the number of validated units on record in the Personnel Office. If recently completed courses (for which prior course approval has been given) will place the teacher in a higher salary class, the contract will be revised (retroactive to the beginning of that school year) upon receipt of original transcripts or grade cards prior to October 15 of that school year.

H. ADULT SCHOOL

Adult School teachers shall be paid the adjunct rate per hour.

Home and hospital instructors are paid at the same rate as above for the Adult School.

I. PART-TIME TEACHERS

Teachers who are required to work fewer hours than the required hours for full-time teachers shall be paid for that fractional part of the total number of hours required of full-time teachers.

J. CHILDREN'S CENTER AND STATE PRESCHOOL SALARY SCHEDULE  
(See ADDENDUM NO. 2.)

1. The Children's Center must adhere to the ratio standards of children to adults as established by the Federal Government and the State of California in the

future employment of both teachers and aides.

2. Components of the Salary Program

- a. Teachers shall have at least twelve (12) units of education courses and a Children's Center Permit.
- b. Teachers shall be placed on the salary schedule in accordance with prior comparable experience (up to a maximum of four (4) years experience) and academic preparation (semester units).
- c. Teachers shall qualify for one (1) step advancement on the salary schedule on July 1 for each year in which they have served at least seventy-five (75) percent of the number of teaching days required by their assignment.
- d. Full-time employees work eight (8) hours per day, five (5) days per week.
- e. Children's Center and State Preschool teachers who work a twelve (12) month year shall receive vacation benefits and holidays according to the vacation and holiday calendar for classified employees of the District. Their salaries shall be prorated to compensate for time worked beyond the regular school year calendar.

L. SUMMER SCHOOL (Grades 9-12) AND EXTENDED YEAR

1. Rate of Pay

- a. Teachers who teach in intersession/summer school will be paid a daily rate based on their immediate work-year.

$$\frac{66-2/3\% \times \text{his/her regular annual salary}}{\text{Required number of work days upon which annual salary based}}$$

- b. Teachers who teach in extended-year special education programs will be paid a daily rate based on the previous immediate work-year.

$$\frac{66-2/3\% \times \text{his/her regular annual salary}}{\text{Required number of work days upon which annual salary based}}$$

- c. Teachers who teach in Adult School will be paid at the adjunct rate.

2. Work Day

The work day shall include a 240 minute instructional day, legally required nutrition and recess time, and 15 minutes before and 10 minutes after the school day. Any teacher teaching less than a 240 minute instructional day

shall be paid on a prorated basis.

3. Additional Duties

Responsibilities shall include the following as needed:

- a. Class preparation, faculty meetings and conferences with students, parents, and other professionals.
- b. Other duties assigned on an equitable, shared basis (when applicable) shall include supervision of students before and after school, at recess, and during bus loading.
- c. Special education teachers shall be expected to follow previously written I.E.P.'s and revise them if needed.
- d. New I.E.P.'s shall be prepared only for students new to the District.

M. Pre K-8 Summer School

Teachers who teach in the Pre K-8 Summer School will be paid the adjunct rate plus one fourth of adjunct rate per hour.

N. The hourly ADJUNCT DUTY RATE is included on the teachers' salary schedule.

O. SATURDAY SCHOOL

Teachers who teach in the Saturday School Program will be paid a daily rate based on current work-year.

$66\frac{2}{3}\%$  x his/her regular annual salary

Required number of work days upon which annual salary based

P. CO-CURRICULAR COMPENSATION AND POSITIONS

Compensation shall be based on the amount \$30,212 for 06-07 (See ADDENDUM NO. 3)

Q. DEPARTMENT HEADS

The District shall provide one period released time per day if the department has 35 sections or more, or \$12.50 per section for department chairs with fewer than 35 sections in their departments.

R. HEAD TEACHER STIPEND



1. To qualify for stipend, the head teacher must function at a school site having between four and eight teachers including him/herself, and the site administrator's main school office is located at another school.
2. The stipend shall be 4.25% of \$30,212 (for 2006 - 07).

S. SCIENCE CAMP

Members attending the school-sponsored science camp with their students during a week that contains a day which has been designated a District holiday shall be entitled to receive, at their choice, either their per diem rate of pay or a compensatory day. The compensatory day must be mutually agreed to by the employee, site administrator, and the Director of Certificated Personnel.

T. SCHOOL SITE INTERNAL REPLACEMENT FOR ABSENT CLASSROOM TEACHER

1. The District will make a concerted effort to avoid having a regular classroom teacher serve as a replacement for an absent middle or high school teacher, or divide up elementary students into other classrooms for an absent K-6 teacher.
2. After the District has determined that there is no other alternative in covering the classroom for an absent teacher, the site administrator will then use the replacement volunteer teacher list, rotating through the list in an attempt to avoid asking teachers to volunteer more than one time a semester.
3. Teachers may volunteer to replace an absent teacher during their preparation time, or volunteer to have students from an absent teacher's classroom placed in their classroom, and shall each be compensated using the following formula:

Hourly rate based on Step 3, Class C x P

N

{P=the number of periods covered by the teacher(s)}

{N=the number of teachers dividing the students}

4. In the event an elementary school classroom teacher loses his/her preparation time due to the absence of the preparation teacher, the preparation time must be rescheduled within one (1) week or the classroom teacher will be compensated at the hourly rate based on Step 3, Class C of the teachers' salary schedule.
5. The areas of assignment and the number of times a classroom teacher may volunteer as a replacement for an absent teacher will be at the discretion of the site administrator and mutually agreed to by the replacement teacher.

6. High school/middle school teachers who accept an assignment to teach an additional period in lieu of receiving preparation time will receive a stipend based on the following formula: number of days in the semester X 20% (5 period teaching day)/16.66% (6 period teaching day) per diem = compensation.
7. Teachers who teach a class during their preparation period at McNair High School on Block Schedule during the 2006-07 school year will be paid a stipend of 33.33% of their per diem rate.

Teachers receiving compensation under this provision will be required to sign a letter of intent to continue the assignment for an entire semester and to give notice two weeks prior to the end of the semester if the teacher will not continue the assignment for the following semester.

If the teacher elects not to complete the semester assignment and upon providing two calendar weeks' notice, compensation will revert to Step 3/Class C. If the District discontinues the assignment prior to the end of a semester, the teacher will be compensated at 20%/16.66% per diem for days worked (33.33% for McNair teachers on Block Schedule).

#### U. INTERN TEACHERS

Intern teachers will be paid at their appropriate placement on the salary schedule based on units earned and experience.

#### V. HIGH SCHOOL LIBRARIANS

High school librarians who are asked to work up to 10 additional days beyond the contract year will be paid their per diem rate for each day worked.

#### W. RETIRED TEACHERS

##### 1. Salary

- a. Retired teachers (receiving STRS benefits) will be placed on Class C, Step 9, providing they otherwise meet the experience and education requirements for that column and step.
- b. Retired teachers will be granted cost-of-living adjustments to the general salary schedule.
- c. If the retired teacher is rehired the following year, the teacher will be permitted to move a step in Column C.

##### 2. Benefits

If the retired teacher is not already receiving paid health benefits from the District, the District will provide paid health benefits in the same manner as provided to other District employees.

3. Employment Status

Retired teachers will be hired on a year-to-year basis as a special class of temporary employees.

Retired teachers will not take the place of a non-retired teacher providing there are acceptable applicants with appropriate credentials.

#### IV. EMPLOYEE BENEFITS

- A. The District shall provide employees with the opportunity, during the open enrollment period, to enroll in any health, dental or vision plan offered by the District.
  - 1. The District shall pay the annual costs of Dental and Vision coverage up to the health benefits CAP amount for full-time employees. The amount remaining, if any, shall apply to the cost of medical coverage. A separate vision plan will not be provided for those employees choosing a Kaiser HMO plan if vision services are provided as part of the Kaiser HMO plan, though an employee covered by Kaiser may choose to purchase additional (not dual) vision coverage.
  - 2. Prescription insurance for employee and dependents as provided in the health plan selected by the employee.
  - 3. Delta Dental Plan coverage will be provided through California's Valued Trust.
- B. Any employee enrolled in a plan (health, dental and/or vision) which costs more than the District's required contribution will be required to sign a payroll deduction form and pay the monthly difference by payroll deduction.
- C. Those members who work at least half-time but less than full-time shall pay their prorated share of the premium cost for the above insurances.
- D. The unit member must work half-time or more to qualify for coverage.
- E. Optional insurance plans at member cost and authorized payroll deductions include tax-sheltered annuities, income protections and life insurance.
- F. An employee having other verifiable group-sponsored medical coverage can waive District Medical coverage.

G. Internal Revenue Code Section 125 Plan:

The District shall maintain a Flexible Spending Account pursuant to IRC Section 125 for the benefit of regular probationary and permanent employees who are otherwise eligible for fringe benefits. Employees electing to participate in this 125 Plan shall be responsible for any required monthly administration fees.

V. LEAVES AND ABSENCES

A. GENERAL

1. An employee returning from any leave of absence of less than a year, or an employee returning from a sabbatical leave or unpaid study leave shall be placed in his/her previous assignment if it exists.
2. An employee returning from a leave of a year or more shall be placed in his/her previous assignment if it exists and is filled with other than a permanent or probationary employee. If the previous assignment exists and is filled with a permanent or probationary employee, the returnee shall be considered equally with the incumbent or any other individuals having transfer requests on file for the position for the subsequent school year assignment.
3. A leave of less than a year may be extended with the requirement that the employee request such extension three weeks prior to the leave's termination.
4. A leave of more than a year may be extended if the request for extension is made by February 1 of the preceding school year. Failure to make such request may mean the denial of such an extension.
5. An employee on leave of absence for any purpose shall inform the District by February 1 of his/her intent regarding employment with the District for the ensuing school year. Failure to provide such notice may affect reassignment.
6. Employees on unpaid leave, without District-paid benefits, may pay their own health and welfare benefits subject to the regulations of the insurance carriers. If such benefits are to be discontinued, the District shall give advance written notice to the employee if the District has notice of such fact.
7. Upon return from any absence, the employee shall upon request file a District-provided form with his/her site administrator or secretary stating reason for absence and type of absence leave used.

8. An unpaid leave of absence granted by the Board of Education for purposes other than parental leaves, shall normally commence at the beginning of a school year and shall not be granted for a period of time that is less than to one semester. A return to duty from any leave shall normally coincide with a beginning of a school year.

B. ADOPTION/PARENTAL LEAVE

1. This leave will apply to all employees for natural or adoption purposes.
2. This leave is defined as that period of time granted to the above employees as follows:
  - a. Such leave shall be without pay and last not longer than a school year, inclusive of that period of time for maternity leave, and shall not be granted for less than the equivalent to one-half of the employee's work-year calendar.
  - b. When a leave exceeding three months is granted, the employee shall be placed on unassigned status, thus assuring the employee reinstatement as in all other leaves.
  - c. An employee who serves less than seventy-five percent (75%) of the duty days in the school year that the adoption/parental leave was granted shall be placed at the same salary step upon return as when the leave became effective; if the employee served seventy-five percent (75%) or more of the school year, the employee shall progress normally on the salary schedule.
  - d. For female employees, this leave may commence at any time for birth purposes. In all other cases this leave may not commence before the date of adoption or birth.
  - e. Verification from an adoption agency shall be requested as to the actual date of placement of the child

C. ASSOCIATION LEAVE

1. The Association president shall be granted leave in accordance with Ed. Code Section 44987, subject to the District's ability to replace the president with a contracted temporary teacher.
2. Paid leave shall be granted to Association members for Association business as authorized by the president with prior notice to the District.

- a. Total Association leave is not to exceed thirty (30) days in any school year with a maximum of twelve (12) days per person.
  - b. The Association shall reimburse the District at the minimum substitute rate.
  - c. Release time for negotiations or grievance processing, e.g., counseling with employees relative to Article XXIV Teacher Discipline, shall not be counted as Association leave.
3. A member of the Association elected to an office of a state or national educational body may be granted leave for the term of that office. This leave is to be without pay, or the Association may reimburse the District for the member's salary and benefits.
  4. Leave up to eighteen (18) days per year in addition to C.2.a, shall be granted to a member of the Association elected to the California Teachers Association Board of Directors to attend that Board's meetings and state council meetings as an elected member. The Association shall reimburse the District for the actual cost of the substitute hired.

#### D. EDUCATIONAL CONFERENCE LEAVE

1. An educational conference leave and expenses may be granted by the Superintendent or his designee. A teacher may request leave and agreed-upon expenses to attend an educational conference that provides appropriate educational benefits for the teacher and students of his/her class or the District. Travel expenses shall be limited to the most economical mode of travel. Lodging shall be limited to the actual cost. Meal expenses shall be at the Board-approved rate except when meals are included in the conference charges. Mileage shall be paid at the board-approved rate if a private car is used. Participants shall endeavor to arrange transportation to the site on a group basis.
  - a. An ad hoc District Committee, which includes representatives appointed by the Lodi Education Association, shall consult about annual staff development programs in the District. The committee will discuss staff development content, schedules, and planning and implementation processes. The committee will share its findings with District administration, which will consider these in planning for the ensuing school year.
  - b. Teachers who feel they have not been given fair consideration for site conference funds should first discuss the concerns with the site administrator. If they are unable to resolve the issue satisfactorily,

the teacher may appeal to the Assistant Superintendent of Elementary or Secondary Education.

E. HEALTH LEAVE

Any regular employee of the District shall, upon proper verification as determined by the District, and at his/her request, be granted a leave of absence without pay for reasons of health. Such leave, if granted, shall not normally be longer than one (1) year.

F. BEREAVEMENT LEAVE

1. Three (3) days, or five (5) days if over three hundred (300) one-way travel miles or out-of-state travel is required, of leave with pay shall be granted an employee upon the death of any member of his/her immediate family. "Members of the immediate family" as used herein means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, half or step siblings and step and foster parents of the employee, or any relative living in the immediate household of the employee.
2. The District may grant up to two (2) additional days, regardless of distance, or may grant bereavement leave for relatives other than those listed in the above section. No salary shall be deducted for such absence.

G. COURT APPEARANCE LEAVE

1. Leave shall be granted to an employee to appear pursuant to subpoena or a court order as a witness in court within this state, other than as a litigant. If such leave is granted, the employee shall be paid up to the difference between the employee's regular earnings and any amount he/she receives as a witness fee.
2. Employees shall be granted leave pursuant to this section for an out-of-state court appearance providing the attorney desiring the employee's appearance shall provide the District with a letter signed by him/her indicating the necessity for the employee's appearance together with the court and docket numbers supporting such request. Any such request shall specify the date on which it is anticipated the employee will be called to testify.
3. Paid leave shall be granted to any employee appearing as a litigant in a case involving discipline or protection of property on or about District facilities or while attending a school function.

H. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

Pursuant to the provisions of Education Code Sections 44984 and 45092, all

employees shall be provided leave of absence for industrial accident or illness under the following rules and regulations.

1. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment.
2. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, not exceeding sixty (60) working days.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
6. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
7. 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/her for the same illness or injury.
8. During any paid leave of absence the employee may endorse to the District the temporary disability indemnity checks received on account of his/her 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.
9. Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.
10. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978) and his/her absence for such purpose 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/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary. See example below:

Regular Salary for the Period	\$360
Less Total Compensation for period received from Worker's Compensation Insurance Fund	-200
Total Payment by the District for period charged to employee's sick leave account	<u>\$160</u>
$\frac{\$160}{\$360} \times 30 = 13 \text{ Days}$	

I. JURY DUTY LEAVE

1. The District shall grant a leave of absence to an employee for jury duty without loss of pay. Fees other than reimbursed expenses paid the employee for such service shall be payable to the District.
2. When an employee is excused from jury duty within San Joaquin County with one-half (1/2) of his/her teaching day remaining after dismissal, he/she shall return to the work site.
3. Verification of jury attendance is required prior to District compensation pursuant to this section.

J. LEGISLATIVE LEAVE

1. Leave of absence without pay shall be granted upon request of the employee for the purpose of being a candidate for, or the holding of, any federal, state, county, or city elective office.

K. MATERNITY LEAVE

1. A member of the Unit may use sick leave if physically disabled and unable to render service to the District as a direct result of a pregnancy.
2. The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted. Sick leave may only be used on days a teacher is scheduled to work.

3. An employee desiring maternity leave shall notify the District of her pregnancy and submit her request for maternity leave at least thirty (30) calendar days prior to the anticipated commencement of such leave if the employee knows the projected date of commencement of the leave.
  - a. The notification of maternity leave will be in written form and will include written confirmation of pregnancy, the expected delivery date, and the anticipated time of return to work.
  - b. A maternity leave may begin at any time between confirmation and termination of pregnancy.
  - c. An employee may return from maternity leave at any time after the termination of pregnancy with verification from her medical practitioner that she can carry out her assigned duties.
  - d. That period of time that the employee's medical practitioner verifies that she is ill and/or disabled as a direct result of pregnancy and cannot work is considered sick leave.
  - e. Sick leave time claimed during maternity leave shall include all the rights and benefits included in all other sick leave.
4. In order to use sick leave for pregnancy disability, the member must have been actually rendering paid service to the District and not on any unpaid leave immediately preceding the disability.
5. A member temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty at any time she is physically able to render full and complete service to the District.
6. Upon returning to duty as a result of her temporary disability, the member must file a doctor's verification that she is physically able to render full and complete service to the District.

#### L. PERSONAL NECESSITY LEAVE

1. Any days of absence for illness or injury earned pursuant to the Education Code (sick leave) may be used by the employee at his/her election in cases of personal necessity, including any of the following:
  - a. Death of a member of his/her immediate family when additional leave is required beyond \_\_\_\_\_ that provided in the contract.

- b. Accident involving his/her person or property, or the person or property of a member of his/her family.
  - c. Serious illness of or operation on a member of his/her immediate family, registered domestic partner or domestic partner's child.
  - d. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
  - e. Fire, flood or immediate danger to the home of the employee.
  - f. Personal business of a serious nature which the employee cannot disregard.
  
  - g. Employees may use one day of this leave for any of the following:
    - (1) Wedding of a son or daughter
    - (2) Birth of a child (for father)
    - (3) Adoption
    - (4) Religious observation
    - (5) Death of aunts/uncles/nieces/nephews
  
  - h. Employees may use four (4) days of this leave per year by specifying only compelling personal importance (CPI). The employee using such leave may be required to file a written statement with the Personnel Department that such leave was not used for any of the following purposes:
    - (1) Recreation
    - (2) Vacation/recreation travel
    - (3) Engaging in other employment
    - (4) Work stoppage or strike
2. If a request is rejected for a leave under the provisions of this policy, the employee may appeal the decision to the Assistant Superintendent, Personnel, or designee within five (5) working days.
3. The District may require proof of personal necessity for the purpose of this policy with the exception of 1.h. above.
4. Personal necessity leave may be granted for such other reasons as the

Superintendent has been authorized to accept.

M. SABBATICAL LEAVE

1. Purpose

A teacher may be granted a sabbatical leave for the purpose of professional study, travel, or research which will benefit the school and the pupils of the District.

2. Definitions

- a. The term "study" shall mean the pursuance of a program of study in an accredited institution of higher learning.
- b. The term "travel" shall consist of an itinerary planned to contribute to established or proposed District-approved programs.

3. Eligibility

- a. A teacher who has served not less than seven (7) consecutive years shall be eligible to apply for a sabbatical leave, and the granting of such leave shall not be considered a break in service.
- b. All applications for sabbatical leave shall be submitted to the Superintendent's Office on an official form not later than April 15.
- c. A Professional Growth Committee will receive and consider all applications for sabbatical leave and will make recommendations to the Superintendent by April 25. The Board reserves the right to grant such leaves to only those applicants whose approved programs or research projects will be most beneficial to the school District.
- d. The Board shall grant such leaves to applicants with approved programs to the limit of the amount budgeted.
- e. Up to one percent of the bargaining unit may be granted a sabbatical leave. The salary to be paid a successful recipient shall be a maximum of fifty percent of his/her projected salary at the time he/she is on sabbatical leave.
- f. Selections for sabbatical leave shall be made according to the following criteria:

- (1) The value of the proposed study to the District as determined by the Professional Growth Committee.
  - (2) The length of District service of the teacher requesting such leave.
- g. The time for the submission of applications may be shortened by the mutual consent of the District and the teacher.

#### 4. Requirements

Sabbatical leave shall not be less than one (1) semester nor more than one (1) year.

#### 5. Compensation

- a. A teacher shall not accept gainful employment while on sabbatical leave without the prior written approval of the District.
- b. Subject to legal requirements, sabbatical leave shall be considered as time in service in the District for retirement purposes. If the employee pays additional contributions pursuant to Education Code Section 22716, the District shall pay the amount required as employer costs. Retirement deductions shall be made in proportion to the salary received. The Superintendent and the teacher who is to go on sabbatical shall develop a payment schedule which is mutually acceptable at least thirty (30) days before the sabbatical leave is scheduled to commence.
- c. The teacher on sabbatical shall furnish and pay for a suitable bond indemnifying the District against loss should the teacher fail to satisfactorily complete the leave conditions and render service for at least twice the length of the leave at the conclusion of the leave of absence. The bond shall be exonerated in the event the failure to render the agreed-upon services is due to death or physical or mental disability of the unit member.

#### 6. Return to Service

- a. The teacher shall, within sixty (60) days following return to active service, submit a comprehensive report to a District Professional Growth Evaluation Committee certifying the successful fulfillment of the terms and conditions under which the leave was granted.
- b. The comprehensive report shall include: Official transcripts of all completed course work; a complete travel itinerary; recommendations of how the results may be shared with students and staff; a complete inventory of all pertinent materials whether developed or

collected during the leave and a recommendation for use within the District.

- c. Failure to provide this report shall constitute a failure of leave conditions and shall result in forfeit of all leave compensation.
- d. Reinstatement to active service at an earlier date may be allowed by mutual agreement between the District and the employee.

7. Salary Placement on Return from sabbatical leave

Teachers returning from sabbatical leave shall be allowed experience credit (vertical) and credit for horizontal advancement on the salary schedule for the succeeding work-year subject to requirements of Article III, Section G. above.

N. ILLNESS LEAVE

- 1. All full-time employees working five (5) days per week shall be entitled to ten (10) days leave of absence for illness, injury, or quarantine with full pay for the full school term. Sick leave shall accumulate without limitation and is transferable to succeeding school Districts as the Education Code requires.
  - a. All employees referred to in the above paragraph shall be entitled to one (1) additional day of sick leave for every month of service beyond ten (10) months.
  - b. All part-time employees working five (5) days or less per week shall accumulate sick leave on a prorated basis as outlined in the Education Code.
- 2. Employees must comply with rules and regulations of the District regarding the advance reporting of illness or injury absence. Failure to follow District procedures in giving adequate notice of absence, or intent to return to duty after such absence, may be grounds for disciplinary action consistent with applicable legal requirements. These rules and regulations are as follows:
  - a. The employee shall call the District number provided for such notification. If the employee has arrived on site, he/she need only notify his/her administrator or designee.
  - b. Upon return from sick leave, the employee shall file a District form with his/her site administrator or secretary stating reason for absence and type of absence leave used.
- 3. The District may require a medical practitioner verification of illness if any

employee has been on sick leave for five (5) or more consecutive days, or if, after counseling with the employee, a questionable pattern of absence persists.

- a. A questionable pattern of absence is indicated by repeated absences that occur such as listed below:
  - 1. before or after holidays
  - 2. on Mondays/Fridays
  - 3. on special activity days such as staff development days
  - 4. intermittent usage of short duration
- b. Any employee with a questionable absence pattern may be required to submit a medical certificate verifying his/her illness or injury for any subsequent days of absence. Any such request for verification shall be preceded by a written warning from the District that the employee may be required to provide such certificate prior to any further sick leave usage. Any such written warning shall remain in effect through the end of that school year.

- 4. Employees returning to work after extended illness or injury absences (including surgery) may be required to present a medical practitioner's release to return to duty.
- 5. After any employee who is absent due to injury or illness has exhausted his/her accumulated sick leave, he/she shall be paid, for a maximum of one hundred school days, the difference between his/her salary rate and the compensation paid to his/her replacement. If the District makes every reasonable effort to secure a substitute and is unsuccessful, the rate that would have been paid to the substitute may be deducted from the absent employee's wages.
- 6. The District shall provide each teacher with a written statement of his/her accrued sick leave total. Such statements shall be provided no later than October 1 of each school year.
- 7. Accumulated sick leave for retirement credit shall be provided in accordance with provisions of Education Code Sections 22719, 22722.
- 8. Employees eligible for Worker's Compensation may have their use of sick leave adjusted according to provisions of the Education Code and rules and regulations governing the use of Workers Compensation benefits.
- 9. This policy shall in no way restrict the sick leave provisions of the Education Code.

O. CATASTROPHIC LEAVE

Permanent employees who suffer from a catastrophic illness or injury, or who have a family member who suffers from a catastrophic illness or injury, may request leave credits from the Catastrophic Leave Program in accordance with Board Policy 4153. Early each school year, teachers will receive information about the Catastrophic Leave Program with their sick-leave accrual notices.

P. FAMILY CARE LEAVE

The District will comply with all mandated provisions of State and Federal Law concerning family and medical care leaves.

Q. VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

1. An employee who is a victim of domestic violence or sexual assault as defined by law may take time off from work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or his/her child. In addition, an employee who is a victim of domestic violence or sexual assault may take time off from work to attend to the following activities:
  - a. Seek medical attention for injuries caused by domestic violence or sexual assault.
  - b. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.
  - c. Obtain psychological counseling related to an experience of domestic violence or sexual assault.
  - d. Participate in safety planning or take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.
2. An employee who is a victim of domestic violence or sexual assault may use leave that is otherwise available to the employee under the applicable terms of employment, unless otherwise provided by this collective bargaining agreement.
3. Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide to his/her supervisor certification of the absence in the form of any of the following documents:
  - a. A police report indicating that the employee was a victim of domestic violence or sexual assault.



- b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
  - c. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault.
4. The supervisor and Superintendent or designee shall maintain the confidentiality of such an employee to the extent authorized by law.

R. PERSONAL LEAVE FOR A CHILD'S SCHOOL ACTIVITIES

1. Any employee who is a parent/guardian or grandparent having custody of one or more children who are enrolled in grades kindergarten through 12, or who attend a licensed day care facility, may use up to 40 hours of personal necessity leave each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the school year, and the employee shall give reasonable advance notice of the absence.
2. Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed day facility that he/she participated in school or licensed day care facility activities on a specific date and at a particular time.

S. UNPAID STUDY LEAVE

The District may grant a study leave under the following conditions:

1. The leave shall be without pay.
2. The District shall provide benefits pursuant to Article IV above for those who complete courses of study that will improve District programs as determined by a joint LEA/LUSD Professional Growth Committee. For all others, the employee may pay to the District, to be remitted to the insurance carriers, all premiums for health and welfare benefits subject to the regulations of insurance carriers.
3. The leave shall not be counted as service toward tenure status.
4. Experience (vertical) advancement on the salary schedule shall not be

allowed.

5. Full horizontal (unit) advancement on the salary schedule shall be allowed subject to Article III, Section G above.
6. The number of employees granted this leave shall not exceed 1% of the total number of employees in the unit.
7. If the employee fails to return for a period of at least one year after the leave, he or she must reimburse the District for all benefits paid during the leave of absence.

#### T. OTHER LEAVES AND ABSENCES

1. The Superintendent may grant other leaves, including educational conference leaves and sabbatical leaves, with or without pay, for reasons not specified in this contract.
2. Leaves or absences granted pursuant to this section may be under the following conditions as determined by the Superintendent:
  - a. Deduction of full pay
  - b. Differential pay
  - c. Use of accumulated sick leave time
  - d. No deductions
3. The Superintendent may take into consideration its value to students, teachers, the District, or the community.

#### U. RETURN FROM LEAVE OF ABSENCE

1. Unit members will be given consideration for reinstatement during their leave of absence, if a vacant position exists for which they are qualified, and if a financial hardship is demonstrated as related to the following factors:
  - a. Death of spouse
  - b. Disability resulting in loss of spousal income
  - c. Other catastrophic event that severely impacts the financial status of the member
2. If reinstated by the Board of Education, such change will take place normally at the beginning of a semester.
3. Notification of the request to return shall be made in writing, at least 30

days prior to expected date of returning, to the Assistant Superintendent of Personnel/or designee, along with any supporting documentation.

## VI. EVALUATIONS

- A. Employees covered by this Agreement shall be evaluated by an administrator designated by the Board of Education. An employee is entitled upon request to an additional evaluation to be performed by an administrator mutually agreed upon by the employee and the Assistant Superintendent, Personnel or his/her designee.
- B. Teachers will be designated in the following categories for evaluation purposes:
1. Category 1 = Permanent teachers with satisfactory evaluations
  2. Category 1A = Probationary and Temporary teachers
  3. Category 1B = On-going Temporary teachers (e.g. GATE Resource teachers) who have had at least four years of satisfactory evaluations
  4. Category 2 = Teachers who have received one or more “unsatisfactory” or “needs to improve” recommendations on their previous evaluation summary. These teachers will be placed on a Professional Improvement Plan.

### C. FREQUENCY OF OBSERVATIONS AND SUMMARY EVALUATIONS

1. Category 1 teachers will be evaluated every other year.
2. Category 1A teachers will be evaluated every year.
3. Category 1B teachers will be evaluated every other year.

Evaluation summaries for Category 1 employees will be based on at least one scheduled observation.

4. Category 2 teachers will have a minimum of four observations, at least one of which will be unscheduled.
5. Permanent employees whose social security numbers end in even numbers normally are to be evaluated in school years which end in even numbers; those whose social security numbers end in odd numbers normally are to be evaluated in school years which end in odd numbers.
6. Probationary and temporary employees shall be formally observed at the teaching station at least twice a year and formally evaluated at least annually.

D. TIME-LINE FOR OBSERVATIONS AND SUMMARY EVALUATIONS

1. Probationary and temporary employees shall be formally observed during the first four months of service but not later than November 15<sup>th</sup> and March 1<sup>ST</sup>.
2. The scheduled observation for category 1 teachers must be completed in the first four months of service.

E. OBJECTIVES

1. Category 1 teachers will not prepare objectives for the year, but will discuss specific lesson objectives prior to the scheduled observation.
2. Objectives for Category 1A teachers will be mutually determined by the administrator and teacher following the first observation (at the post-observation conference).
3. Objectives for Category 2 teachers will be stated as performance indicators from those areas marked as “unsatisfactory” or “needs to improve”. These objectives will be cited on the Professional Improvement Plan. There shall be no more than three performance objectives for improvement.

F. OBSERVATIONS

1. Observation and Conference forms for Category 1 teachers will be used by evaluators for pre-conferences, post-conferences, and observations for scheduled observations.
2. All unscheduled observations require completion of the observation form only.
3. The post-observation conference shall be held as soon as practical following the observation.
4. If a “Professional Improvement Plan” is required on the observation form, a conference shall take place within two (2) working days after observation if possible. In no event shall the post-observation conference be held more than fifteen (15) working days following the observation unless extended by mutual agreement.

G. SUMMARY EVALUATIONS

1. Evaluation summaries for Category 1 employees will be based on a minimum of at least one scheduled observation.
2. The evaluation shall not be based solely on

unscheduled classroom observations.

3. The evaluation summary shall include specific commendations and recommendations for each employee.
4. Where “needs to improve” or “unsatisfactory” are marked, the evaluator shall list specific suggestions for improvement and how he/she will support the employee to improve.
5. Where “needs to improve” or “unsatisfactory” are marked, the evaluator shall prepare and attach a Professional Improvement Plan.
6. A copy of the evaluation shall be discussed with and given to the employee at least thirty (30) calendar days before the last school day scheduled on the school calendar.
7. The employee may attach a written response to the evaluation before such evaluation is placed in the employee’s personnel file located in the District Office.

#### H. PROFESSIONAL IMPROVEMENT PLANS

1. An administrator may place a teacher on a Professional Improvement Plan during the evaluation year or at the end of the year for the following year based on observations.
2. A teacher placed on a Professional Improvement Plan during the year will either be a Category 2 teacher for the following year or will be re-designated in the summary evaluation conference as a Category 1 teacher based on the evaluator’s recommendation.
3. Category 2 teachers will be placed on a Professional Improvement Plan.
4. Permanent teachers who are Category 2 will be evaluated solely on those areas in which they received a “needs to improve” or “unsatisfactory” on their previous evaluation.

#### I. TIMES DURING WHICH OBSERVATIONS ARE NOT TO OCCUR

1. Observations for evaluation purposes shall not occur during the first week of school, or during the first week following winter break.
2. Observations shall not occur on minimum days.

#### J. PARAEDUCATORS

1. Actions or omissions on the part of the teacher's paraeducator shall not be attributed to the teacher in the evaluation.
2. The certificated employee shall be given the opportunity to participate in the initial hiring of paraeducators.
3. The certificated employee shall have the right to request that a paraeducator be reassigned. This request must be written and contain an explanation of the reasons for the reassignment request.

**K. NON-DISCRIMINATION**

The employee's actual or perceived sex, race, color, religion, creed, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, sexual orientation or personal life shall not be a factor in evaluation.

**VII. PERSONNEL FILES**

- A. No complaint by a person other than the employee's evaluator shall be placed in a unit member's personnel file unless and until the following procedures are followed:
1. The unit member is notified of the complaint, which shall be reduced to writing, dated and signed by the complainant.
  2. Within ten (10) working days of filing of the written complaint, the unit member is granted an opportunity to confront and question the complainant as to the validity and accuracy of the complaint.
  3. The unit member is provided the right of representation by a person of his/her choice.
  4. The unit member is provided the right to attach a written response to the complaint.
  5. The complainant is afforded opportunity to withdraw the complaint.
- B. Failure of an employee to respond to a complaint shall not be construed as an admission that the complaint is true.
- C. An employee has the right to review the contents of his/her personnel files.

**VIII. WORK-YEAR**

	Instructional Days	Teacher Work Days	New Teachers
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Modified Traditional	180	182	185
Serna Charter	182	184	187
Migrant Education	180	182	185
Middle College High	180	182	185

- A. Teachers new to the District during their first year of service are required to provide three (3) additional work days beyond those required for returning teachers at no additional compensation.
- B. One half of the contract work day prior to the first instructional day shall be dedicated to staff development and/or site meetings; the other half of that day shall be reserved for site teachers to prepare for their students.
- C. Two or three after-school partial days will serve as one half day of required staff development (total minutes shall equal one half of the total contract day minutes less 30 minutes, and shall be in lieu of two or three faculty meetings). Make-up days are required for those who miss these days.
- D. One optional Staff Development day shall be offered and be paid at \$270/participant.
- F. Common Planning Time  
The following parameters shall be followed:
  1. Common Planning Time shall be held at each school site on Wednesday afternoons according to a schedule developed annually by the Assistant Superintendents of Elementary and Secondary Education.
  2. All certificated staff at each site shall be given the opportunity to meet collaboratively to determine the topics to be discussed during Common Planning Time. Topics should relate to improving student learning and teacher collaboration (e.g. standards-based curriculum preparation and development, assessment analysis, promotion/retention, grade-level discussions and meetings, articulation between grade levels).
  3. Common Planning Time will not be used for faculty meetings or district-wide staff development.
  4. The total Teacher Day minutes for the week shall not exceed those permitted in the Contract.
  5. Preparation periods will be maintained.

6. Schools will adjust schedules to provide mandated instructional minutes.
7. Sites may take away from non-instructional time (such as recess or lunch) or add to the end of the day.
8. Adjustments will be made to after-school teacher contract time so as not to lengthen the teacher day.

## IX. WORK DAYS

- A. Teachers in grades K-8 will be present at the school at least thirty (30) minutes prior to the beginning of the teacher's first assigned period and remain at least thirty (30) minutes following the close of the teacher's last assigned period.

Teachers in grades 9-12 will be present at the school at least a total of twenty-five (25) minutes prior to the beginning of the teacher's first assigned period and/or following the close of the teacher's last assigned period (including preparation periods). The breakdown of minutes shall be determined at each site according to need.

- B. All teachers shall be entitled to one (1) duty-free lunch period of not less than thirty (30) minutes. Only under special circumstances shall a teacher be asked to perform duties during his/her assigned lunch.
- C. The length of teacher work day, including the student contact time, preparation time, lunch, before and after school, recess and passing time shall be as follows:

	Modified 180 Days + 2		
	IT	TCT	TD
K	290	200	380
1 - 3	285	271	420
4 - 6	305	273	430
7 - 8	340	270	435
9 - 12	364	278	435

IT = Instructional Time = Teaching periods + passing + prep  
 TCT = Teacher/Student Contact Time = Teaching periods  
 TD = Teacher Day = Teaching periods + passing + prep + lunch  
 + before and after school time

\*Length of Teacher Contact Time is dependent on whether home room option is jointly selected by site teachers and administration.

- D. Preparation time shall be an assigned period of at least 45 minutes per teaching day in



Grades 7-8 and at least 54 minutes per teaching day in Grades 9-12.

Preparation time shall be a total of at least 160 minutes per week duty free in Grades 4-6.

Preparation time shall be a total of at least 70 minutes per week duty free in Grades 1-3.

Preparation time shall be a total of 160 minutes per week duty free in all grades at Dorothy Mahin School.

E. Preparation time pursuant to paragraph C shall be spent at the work site and within the specified teacher's work day subject to exceptions approved by the site administrator.

F. Paragraphs A - F do not apply to the following positions, except as indicated:

1. Itinerant Instrumental Music Teachers (B and E apply)
2. High School Librarians (B and C apply)
3. Work Experience (A and B apply)
4. Intersession, Saturday School and Bonus Learning (Enrichment) Program
5. Home and Hospital
6. Part-time Teachers
7. Special Ed Infant and Preschool Programs
8. Any specially funded projects/programs where the funding source determines the length of the day. Example: ROP, ROC, Children's Center, VEA (special parts), Adult Education

The precise determination of hours for the positions listed above shall be made by the site administrator in accordance with program requirements.

G. During the hours specified in Paragraph C, all teachers shall have at least the equivalent of a 10 minute break after each two hours of pupil contact. If necessary, by reason of weather or other conditions, the principal may adjust breaks.

H. During regularly scheduled parent-teacher conference days, grades 1 - 6 shall be on a minimum day.

E.S.E.A. and S.I.P. project schools shall have minimum days and/or released time in accordance with specific project requirements, as recommended by the project manager and approved by the Superintendent.

I. All employees are required to participate in activities beyond the teacher workday.

Information that can reasonably be communicated in a memo shall be sent out in

that form rather than included in meetings.

Teachers shall be on site for the workday as listed in Paragraph C unless school business requires they be off site or if they have prior approval of a site administrator.

1. Mandatory General Faculty Meetings

It is intended that faculty meetings be limited to one hour and in no cases should exceed one and one half hours. There should be no more than three meetings per month, and these meetings should not exceed a total of three hours per month.

2. Mandatory Department Chair Meetings

Department Chair meetings should be limited to no more than 12 per year and two hours in length unless extended by mutual agreement between the department chairs and the principal or unless previously scheduled for additional time.

3. Other Site Activities/Duties

On days when unit members are required to return for an evening meeting/ event (e.g. Open House, Back-to-School Night or similar event), they may leave the site at the end of the instructional day.

Duties/committees will be divided among faculty by the site administrator based on staff input (volunteers first, then appointments).

Activities outside the workday, including those referenced above, should be limited to no more than two hours weekly with the exception of Back-to-School Nights, Open Houses, and non-classroom supervisory assignments.

Teacher/site administrator-initiated conferences shall be held as soon as possible but within one week of the request.

Teachers shall hold parent conferences as soon as possible but within one week of the parent request.

Science Camp shall be considered part of the sixth (6th) grade teachers' regular annual co-curricular assignment and will be paid according to that schedule.

J. Minor exceptions to the requirements of Paragraphs A - G may be made, where necessary or appropriate, by the employee's immediate supervisor.

K. Required meetings for evaluation, placement, or review of individuals with exceptional needs shall be held during the teacher work day whenever practical.

- L. Resource Specialists and Special Day Class Teachers: Six (6) substitute days each year for each Resource Specialist and three (3) substitute days each year for each Special Day Class teacher shall be available through the office of the Administrative Director of Special Services/SELPA. Any denials of requests for such substitute time will be reported at the following meeting of the expanded Special Education Cabinet by the Administrative Director of Special Services/SELPA. *(New 1988-89)*

## X. TRANSFERS AND ASSIGNMENTS

### A. DEFINITIONS

1. A "transfer" refers to any action which results in a change of schools. A transfer may be employee or employer initiated.
2. An "assignment" refers to the yearly placement of a teacher for the succeeding school year without a change in grade level, school, track, or District-wide program.
3. A "vacancy" is an unfilled unit position or a newly created unit position which the District intends to fill.
4. A "displacement" refers to a probationary or permanent teacher being involuntarily transferred from his/her position or track due to decrease in enrollment, elimination or reduction of a particular kind of service, or lack of appropriate certification based on an educational program need.
5. An "incumbent" is a newly hired, probationary teacher temporarily assigned.
6. A school consists of all sites administered by the same principal.
7. An interview committee refers to a committee which includes a minimum of two teacher representatives, one of whom shall be appointed by the Association.
8. An "Administrator going to the bargaining unit" is an administrator who has previously been employed by the District in a bargaining unit position. The seniority of such an individual, for vacancy placement purposes, is limited to that amount of the time the administrator was previously in a bargaining unit position(s).
9. "Itinerant teachers" are defined as Classroom and Instrumental Music and Roving RSP and PE.
10. "Homesite" is defined as one of the sites served by the itinerant teacher which he/she selects within 30 days of hire or any change of site assignment.

11. The transfer process is not open to temporary teachers, or probationary teachers with only intern credentials or emergency permits.
12. Teachers have their CLAD/BCLAD (or equivalent) for transfer process consideration if they possess the certificate or letter of verification by December 1 prior to the transfer postings.

B. ASSIGNMENT

1. The site/program administrator shall work with the Personnel Office to identify known vacancies created through program changes/growth/attrition or other means.
2. The site administrator will meet with the faculty to discuss the educational program needs of the school, grade levels, and subject areas.
3. Once the educational program needs of the school have been identified, the following process will be utilized for determining the assignment of a site teacher to a grade level or subject area.
  - a. When vacancies occur, teachers, including combination-class teachers but excluding job-share teachers, will meet by grade level(s) or subject area and attempt to mutually agree to their individual assignments, within a specified time frame. [See E.1.a.(1)]
  - b. Site-displaced teacher(s) may select any vacancy remaining at the site after the grade-level/subject area shuffles have occurred.
  - c. Teachers, including itinerant teachers, may request reassignment to any vacancy remaining at the site after meeting by grade level or subject area except any non-site teacher who accepted a temporary assignment during the prior school year to a site vacancy pursuant to C. 2. below. Vacancies will be made available for five working days.
  - d. Job-share teachers may remain in their job if the principal and Director of Certificated Personnel approve the job share for the following year and the same position exists. If there is a displacement at the grade level, job-share teachers are displaced first.
  - e. If agreement cannot be reached between the teachers, the following criteria shall be applied by the site administrator before making the final recommendation for placement to the Director of Certificated Personnel:

Grades Preschool/K-8

- Credentials held (including supplementary authorizations)
- BCLAD or CLAD or equivalent
- Special Training/Certificate if applicable

Grades 9-12 School

- Credentials held (including supplementary authorizations)
- Major(s) and Minor(s)
- BCLAD or CLAD or equivalent
- Special Training and/or Certification if applicable

District seniority shall be considered if all the above factors are judged to be equal.

- f. Final determination as to who receives the position shall be made by the Director of Certificated Personnel or his/her designee.
4. Itinerant teachers assigned to the site may compete for vacancies at their home site after the grade-level shuffle has occurred if they possess the appropriate credential and if a sufficient number of vacancies will occur District-wide to accommodate all displaced teachers.
5. Remaining vacancies will be reported to the personnel office for the first posting in the transfer process.

C. Vacancies

1. Vacancies at new school sites only will be posted in mid-January. Only permanent or priority one teachers may be interviewed initially.
2. Regular teaching vacancies which occur during the school year as the result of a termination, promotion, reassignment, resignation, or increasing enrollment should be filled on a temporary basis until the end of the school year. An interview committee shall be used when appropriate. The final posting will be in mid-April. Any vacancies which occur after the final posting will be filled with temporary teachers and listed on the first posting of the following school year.

All positions which have been posted but remain unfilled will be listed on an addendum which will accompany each new posting.

For any vacancy being advertised in accordance with this provision, including those vacancies listed on the addendum, and for which no regular teachers apply, the employee temporarily assigned to such position may remain in the

position on a permanent basis, and the vacancy need not be reposted.

3. A vacancy which occurs because a teacher elects voluntary displacement rather than signing to pursue CLAD or BCLAD will be posted as requiring agreement to obtain CLAD or BCLAD certification.
4.
  - a. Available openings for the following school year shall be posted on the bargaining unit bulletin board at each site. A special telephone line with a recording will list all available vacancies. The Association will receive a list of vacancies for each posting.
  - b. It is the District's intent to distribute the first posting in mid-February, with subsequent postings occurring approximately the middle of each month.
  - c. Following the posting of a vacant position, the employee shall have seven (7) work days to notify the Certificated Personnel Department of their interest in the posted position by completing a transfer application form which will be available at the District office and school sites. All applications for transfers, whether faxed, mailed, or hand delivered, must be received in the Personnel Office by 4:30 p.m. on the closing date.
5. When teachers leave their regular classroom assignments to serve in special programs or curriculum assignments, a temporary teacher will be provided in the regular assignment as a backfill for one year. If the teacher is absent from the regular classroom for more than one year, he/she may compete for vacancies at their home site after the grade-level shuffle has occurred. If no vacancy exists at the home site, the teacher will apply for vacancies through the transfer process. [See "Priority of Transfers" Article X. E.]

#### D. EMPLOYEE-INITIATED TRANSFERS

1. The wishes of the individual employee shall be considered to the extent that the transfer does not conflict with the instructional needs of the District and the best interests of the students as determined by the Director of Certificated Personnel.
2. Placement of an employee requesting a transfer shall be processed only after the Director of Certificated Personnel has consulted with the appropriate administrative staff. This shall include at least the present and the receiving supervisor.
3. If more than one person has applied for the same position, the determination as to who receives the position shall be made by the Director of

Certificated Personnel in consultation with the supervising administrator using the following criteria as a basis for making the selection:

- Educational training related to the position.
- Experience in teaching specified subject matter.
- Evaluation and/or recommendations.
- Interview.

Co-curricular or extra-curricular assignments shall not be the overriding criteria for selection.

District seniority shall be considered if all other factors are judged to be equal.

4. The filing of a request for transfer shall be without prejudice to the employee. It does not jeopardize the present assignment. A request may be withdrawn at any time prior to the official confirmation of the transfer.
5. Once an employee has obtained a position through the transfer process, the employee may not apply for other positions which become available that school year.
6. Employee-initiated transfers shall not usually be made after the beginning of any school year.
7. Present employees shall be given first consideration for all vacancies.
8. Reasons for denial of employee-initiated transfer shall be given in writing within seven (7) work days, if requested by the employee involved.
9. A listing of all positions filled after the beginning of the school year or otherwise not advertised to all unit members because of time constraints shall be made available to the Association upon request.
10. If one of the following changes occurs in the assignment after a teacher has accepted a position through the transfer process, the teacher has the following options:
  - a. If a combination class becomes a straight grade-level class, the teacher may remain in the assignment, or if two classes are created, the teacher may choose which grade he/she wants to teach. The position chosen will not be considered an "incumbent" position.
  - b. If the straight grade-level assignment becomes a combination

class, the teacher may:

- (1) Elect to remain in the assignment, and the position will not be considered an incumbent position.
  - (2) Elect to remain in the assignment and elect voluntary displacement by February 1 for the following year.
  - (3) Elect placement in an incumbent position after the close of the transfer process and one month prior to the beginning of the assignments.
  - (4) If students have begun instruction with a teacher, the teacher will remain in the assignment even though a change has occurred.
- c. If the same position vacated by a teacher reopens by the last day of student attendance on the modified traditional calendar, the teacher may choose to return to that position.

E. PRIORITY OF TRANSFERS (in the following order):

1. Priority One

- a. District-initiated transfers and displaced teachers with displaced teachers to be considered in the following order:
  - (1) On-site displaced teachers to a vacancy existing on site after process described in B.3.a. occurs.
  - (2) Other displaced teacher to a vacancy existing at another site.
- b. Teachers returning to full-time teaching from job-sharing assignments (after one-year only).
- c. Teachers with ten or more years of service at the same site requesting transfer to another site or grade level.

2. Priority Two

- a. Permanent teachers and all probationary teachers, excluding those who became probationary after the beginning of the current school year (incumbents) and those probationary teachers with intern credentials or emergency permits.



- b. Administrators returning to the bargaining unit (See A. 8. above.)
- 3. Priority Three
  - a. Incumbent teachers
  - b. Administrators going to the bargaining unit with no prior District teaching experience.

Note: Only Priority One teachers and permanent teachers may interview for vacancies included in the first posting, unless probationary and/or incumbent teachers are the only applicants for the vacancy. On the second posting, if still not placed, displaced teachers must interview for a minimum of three positions (or the number of positions which are available, if less). Prior to April 15, displaced teachers will be placed in one of the positions for which they were interviewed. Whenever possible, not more than one displaced teacher will be placed at each site.

#### F. DISTRICT-INITIATED TRANSFERS

1. Transfers initiated by the administration shall be completed only after the Director of Certificated Personnel has consulted with the affected employee.
2. The District-initiated transfer shall take place only after a meeting between the teacher and the principal.
3. The request of the administrator to transfer an employee shall be honored to the extent that the transfer does not conflict with the instructional needs of the school, District or the best interests of the students and shall not be punitive.
4. Notice of a District-initiated transfer usually shall be communicated to the employee in writing at least six (6) weeks prior to the beginning of the employee's new assignment. In cases where at least six (6) weeks' advance notification of District-initiated transfer is not possible, the employee shall be granted three (3) days release time to prepare for the new position.
5. Up to one day release time under normal circumstances may be allowed for change in teaching station at the same site during the course of the school year.
6. When a choice of positions is possible, the employee may indicate an order of preference. If two (2) or more employees to be transferred request the same assignment, the one best qualified, in the judgment of the Director of Certificated Personnel in consultation with the appropriate administrative staff, shall be recommended. If the qualifications of those involved are judged to be equal, District seniority shall be considered.

7. A District-initiated transfer of a teacher shall not affect placement on the basic salary schedule.
8. District-initiated transfers shall not usually be made after the beginning of any school year.
9. Reasons for District-initiated transfers shall be given in writing within seven (7) working days if requested by the employee involved.
10. The District has the option to initiate a transfer for any teacher who agreed to pursue CLAD or BCLAD and failed to fulfill the agreement.

G. DISPLACEMENT

1. The site administrator/program manager will meet with the faculty to discuss the educational program needs of the school/program, grade levels, and subject areas.
2. Once the educational needs of the school/program have been identified, the following process will be utilized:
  - a. At any site where teachers are to be displaced, teachers, including combination class teachers but excluding job-share teachers, will meet by grade level(s), department, or program and attempt to mutually agree on who is to be displaced.
  - b. In other instructional programs where teachers are to be displaced, teachers will meet within their respective programs and attempt to mutually agree on who is to be displaced (e.g., elementary music, P.E. Specialists and Science Specialists.).
  - c. When combination classes are created by collapsing two classes, the least senior teacher at those grade levels affected by the change shall be displaced.
  - d. When combination classes are eliminated, the combination class teachers will meet with both grade levels taught to attempt to mutually agree on who is to be displaced.

Note: Whenever possible, teachers will not be required to teach a combination class two consecutive years. If no appropriate vacancy is available at the site, the combination class teacher may choose voluntary displacement. The combination class teacher who elects voluntary displacement under this paragraph may only use displacement status to

choose a straight grade-level assignment.

- e. Teachers who are notified of displacement after the last posting in the transfer process may (a) elect to remain in the new position in which the teacher is placed, or (b) elect voluntary displacement for the following year by February 1.
  - f. If there is a displacement at a grade level, job-share teachers shall be displaced first if they choose to remain in a job share. They may apply for a job-share position for any job remaining at the site after all site-level shuffles have occurred. The new job share must be approved by the site principal and the Director of Certificated Personnel.
3. If mutual agreement cannot be reached, the following criteria shall be applied by the site administrator/program manager before making the final recommendation as to who shall be displaced to the Director of Certificated Personnel:
- Grades Preschool/K-8
- Credentials held (including supplementary authorizations)
  - BCLAD OR CLAD or equivalent
  - Special Training and/or Certification if applicable
- Grades 9-12
- Credentials held (including supplementary authorizations)
  - Major(s) and Minor(s)
  - BCLAD OR CLAD or equivalent
  - Special Training and/or Certification if applicable
- District seniority shall be considered if all the above factors are judged to be equal.
4. When a teacher is displaced after the posting process has begun, the teacher will be personally contacted by phone message and in writing by the Certificated Personnel Office and informed of positions which are still open.

## **XI. READING RECOVERY**

- A. A temporary teacher will be provided in the regular classroom as a back fill for the Reading Recovery Teacher. This will be done for the three years the Reading Recovery teacher is out of the regular classroom and working in the Reading Recovery program.
- B. Reading Recovery teachers who have remained in the program beyond the original three-year period, and probationary or tenured teachers who were initially hired as Reading Recovery teachers may compete for vacancies at their home site after the

grade-level shuffle has occurred if they possess the appropriate credential, and provided a sufficient number of vacancies occur District-wide to accommodate all displaced teachers.

- C. For the purposes of displacement and site assignment only, the Reading Recovery teacher will be treated as though he/she were still in the classroom.
1. For example, if a position is eliminated at the grade level/site of the Reading Recovery teacher's regular assignment, Article X, Section G. of the Collective Bargaining Agreement applies, and the Reading Recovery teacher would meet with teachers at the grade level for the purposes of determining which teacher will be displaced in accordance with Article X, Section G.
  2. For purposes of site assignment, again the Reading Recovery teacher will be treated as though still assigned to the regular classroom. For example, if a vacancy occurs at the grade level or site, where the Reading Recovery teacher is regularly assigned, the Reading Recovery teacher may compete for the assignment in accordance with Article X, Section B. of the Collective Bargaining Agreement.

The Reading Recovery teacher, however, may not participate in the voluntary transfer process described in Article X, Section D., Employee-Initiated Transfer.

## **XII. TRAVEL/MILEAGE**

- A. Employees who are authorized by the District to use their personal cars for field trips or other District business shall receive the board-adopted mileage rate for actual and necessary travel.
- B. Travel time shall not be considered as duty-free lunch or preparation time.

## **XIII. CLASS SIZE**

### **A. GRADES K-3**

In grades K-3, as long as class size reduction is supported by state funding at the current level, (2000-2001) the District will strive to maintain class sizes at 20 students per class. If classes exceed 20 students, the Assistant Superintendent of Elementary Education will attempt to move students within 10 days. If a class size reaches 25, the principal will call the Assistant Superintendent of Elementary Education to authorize a certificated substitute or classified aide to assist in the classroom until students can be moved.

### **B. GRADES 4-6**

The District will strive to maintain maximum class sizes of 31 students in grades 4-6. If

there are more than 31 students in a 4-6 classroom, the District will make every effort to get classes to 31 using the following process:

1. District will attempt to get class sizes to 31 within 10 days of the beginning of the class.
2. If a class size reaches 35, the principal will call the Assistant Superintendent of Elementary Education to authorize a certificated substitute or a classified aide to assist in the classroom until students can be moved.
3. If a class has 32 students, the teacher can decide to keep the 32<sup>nd</sup> student for the remainder of the year or to have the student sent to another class as soon as possible.

C. GRADES 7-12

In grades 7-12 the District will attempt to staff at 30:1.

**XIV. SPECIAL EDUCATION**

A. This article does not limit teachers from coverage under all articles of this agreement. This article is in addition to such coverage. All provisions for Special Education teachers shall apply to all affected teachers.

B. Community Advisory Committee

Special Education teachers shall serve on the SELPA's Community Advisory Committee (CAC) in accordance with the local plan and Education Code 56191 and 56192. The selection process for these unit members shall be conducted by the Association. Bargaining unit members shall be released from their regular duties without loss of compensation.

C. Individual Educational Programs

1. There will be no intimidation or reprisal for expressing professional opinions at IEP's or for writing dissenting opinions at IEP meetings. Teachers should advise of their concerns prior to the formal IEP, in order to limit financial liability for the District or themselves.
2. Unless mutually agreed to, general education teachers shall not be deprived of their instructional preparation time to participate in the development of IEP's.
3. Teachers whose duties would be impacted by an IEP will be provided the opportunity to serve on the site team responsible for developing, reviewing,

and/or revising such program.

4. The District will make every effort to provide an IEP for Individuals with Exceptional Needs assigned to the class of any special education teacher at the time of placement for students transferring within the District. The RSP teacher will be responsible for providing information in a timely manner to the regular classroom teacher.
5. The District recognizes that some Individuals with Exceptional Needs may not meet or exceed the growth projected in the annual goals and objectives of the pupil's IEP. In such instances the teacher's accountability will be limited to having appropriately implemented the services specified in the IEP. A teacher may request a review of an IEP according to Special Education Regulations.
6. If IEP's are held beyond the workday, the team will attempt to limit the timeframe to 2 hours.

#### D. MEDIATION CONFERENCE/DUE PROCESS HEARINGS

1. When a unit member is required to participate in a special education mediation conference or due process hearing, the District will provide the unit member with release time without loss of compensation for the purpose of preparing for and participating in such procedure.
2. Counsel retained to represent the District in any such procedure will consult with the teacher regarding preparation for the hearing.

#### E. STAFF DEVELOPMENT

1. The utilization of new instructional or assessment models will not be required of special education teachers until the District has provided an opportunity for appropriate training regarding the application of this curriculum to Special Education Classrooms.
2. The staff development programs for special education teachers will be designed by a committee which includes representatives of special education teachers appointed by the Association. Teachers designated to assist in the design of staff development programs will be released from their regular duties for that purpose without loss of compensation.

#### F. FULL INCLUSION

1. General education teachers who have full-inclusion students will be included in the IEP team.
2. The District will provide teachers impacted by full inclusion the opportunity for specialized training necessary for successful implementation with appropriate release time if needed.
3. Any teacher who will be impacted by full inclusion will receive prior notification.
4. The determination of the size of classes with fully included students will take into consideration any extraordinary demands on space.

#### G. RESOURCE SPECIALISTS

Resource Specialists shall not be removed from their regular assignment to serve as a substitute in another classroom in accordance with Education Code 56362.6d. Resource Specialists will receive a specialist period equivalent to:

##### K-6 Resource Specialists

160 minutes per week as per 4-6 grade level  
55 minutes RSP time per day

##### 7-8 and 9-12 Resource Specialists

Prep time as authorized for Regular Ed Staff  
One period each day for RSP duties (not applicable to middle schools with "teaming schedules")

Duties performed during specialist period may include, but are not limited to:

- Testing or Screening Students
- Writing IEP's
- Classroom observation of regular education students
- Consultation with regular education students
- Consultation with regular teachers regarding both caseload students and non-caseload students
- Conferences with staff and parents about both caseload and non-caseload students
- Team teaching and collaboration in the regular classes
- Follow up on Regular Education Referrals
- Reviewing student files
- "Emergency" help for students with major projects or tests which require extra help
- Developing and adjusting curriculum to goals

- At the high school level, working with the counselors to assure that special education students meet high school graduation requirements

## H. SAFETY

The District will make every effort to provide substitutes for aides placed in SDC classrooms, recognizing the safety of the other students and the teacher is at a higher risk when the second adult is absent. If no aides are available, substitute teachers may be contacted whenever necessary.

## I. SPECIALIZED HEALTH CARE PROCEDURES

1. Teachers will not be required to perform any medical procedures on a student on a daily basis.
2. Teachers may be required to attend training on said procedures in order to respond in an emergency situation. Training will be during the teacher's duty day, or the teacher will be compensated at the adjunct rate of pay.

## XV. GRIEVANCE PROCEDURE

### A. DEFINITIONS

1. A "Grievance" is an alleged violation, misinterpretation or misapplication of a provision of this Agreement.
2. A "Grievant" is a person or persons making a claim of improper or illegal interpretation of any of the provisions of this Agreement who is adversely affected by such application or interpretation, except when there is an alleged violation of Association rights, in which case the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Level III. If a grievance affects a group of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Level III.
3. A "day" is a teacher day.
4. The "immediate supervisor" is the lowest-level supervisor having immediate jurisdiction over the grievant who has been designated to adjust grievances. Jurisdictional disputes shall be resolved by the Superintendent or his/her designee.



B. INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor within twenty-five (25) days after the grievant knew of the alleged violation of the contract. See C.7 for Procedure applicable to Article XXIV, "Teacher Discipline".

C. FORMAL LEVEL

1. Level I

- a. If the grievance is not resolved to the satisfaction of the grievant(s) at the informal level, the grievant shall present his/her grievance in writing to his/her immediate supervisor and the building principal, if they are not one and the same, within seven (7) days after the informal conference.
- b. If a grievance arises from action or inaction on the part of the Board of Education or a member of the administration at a level above the immediate supervisor, the grievant shall submit such grievance in writing to the superintendent or his/her designee.
- c. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- d. The supervisor shall communicate his/her decision to the employee in writing within seven (7) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- e. Within the above limits, either party may request a personal conference.

2. Level II

- a. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision in writing to the Superintendent's designee within seven (7) days.
- b. The statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- c. With the consent of the grievant, representatives(s) of the Association may attend and state his/her (their) views relating to the grievance filed in any meeting with the Superintendent's designee and the aggrieved

person.

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

3. Level III

- a. If the grievant is not satisfied with the decision at Level II, he/she may, within seven (7) days, appeal the decision in writing to the Superintendent.
- b. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- c. The Superintendent shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.
- d. Either the grievant or the Superintendent may request a conference at a mutually agreed upon time.

4. Level IV

- a. If the grievant is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) days after the due date of the Superintendent's decision, the grievant may submit a request to the Association Grievance Chairperson, requesting that the Association submit the grievance to arbitration. If the Association Grievance Committee approves the request, the Association shall submit the grievance to arbitration by giving written notice to the Superintendent's office within fifteen (15) days after the date the request is made of the Association by the grievant. The date the request is made of the Association by the grievant shall be the date the request in writing is mailed or personally delivered to the Association Grievance Chairperson.
- b. Within seven (7) days after such written notice of submission to arbitration, the Superintendent's Office and the Association shall request jointly the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in

public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

- c. The arbitrator's decision shall be binding and final, subject to the following:
  - 1. If the arbitrator's decision has a financial impact to the District greater than \$1,000 on an individual grievant basis, the District financial obligation shall be limited to \$1,000, or
  - 2. If the cumulative total of all past and present grievant requests exceeds \$5,000 for perceived violations of any individual section of a given article, the District shall have no financial obligation for the individual section during the remainder of the contract.
- d. A record of binding arbitration awards during the term of this contract shall be maintained. If the arbitrator decides that more than one section of the contract has been violated, (1) he/she shall identify the section most critical for his/her decision. This paragraph shall then be credited with an amount equal to the award in determining the applicability of C.2. above.

An example of a section is Section D, "Educational Conference Leave" of Article V, "Leaves and Absences" and includes Subsections.
- e. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.
- f. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall hear evidence and render a recommendation on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- g. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.
- h. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and recommendations and shall set forth the arbitrator's reasoning and conclusions on the issues submitted.

5. Miscellaneous

- a. No reprisals of any kind will be taken by the District or the Association against any participant in the grievance procedure.
- b. A teacher may be self-represented or have a representative of the teacher's own choice at all formal levels of the grievance procedure.
- c. When a grievant is required to appear before an agent of the employer, or the employer, the meeting shall be at a mutually agreed upon time and the grievant shall be given the reasons for the required appearance.
- d. Nothing contained herein shall deprive any teacher of any legal right which he/she currently has.
- e. Any expenses incurred shall be borne by the parties incurring them, except as provided for in Level IV.
- f. Any employee who is requested to appear in such conferences or hearings as a witness, during working hours, shall be afforded release time.
- g. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- h. Neither the employer nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been carried through prior steps as required by the provisions of the procedure.
- i. The Superintendent, or his designee, and the Association agree to make available to both parties all pertinent information, not privileged under the law or employer policies, in their possession or control and which is relevant to the issues raised by the grievance.
- j. If the Association and the Superintendent, or the Superintendent's designee, agree in writing, the grievance may be brought directly to any higher level of the grievance procedure. Time limits may be shortened or extended.
- k. A grievance may be withdrawn at any level without establishing precedent.
- l. A decision rendered at any level shall be considered final

unless an appeal is registered within the limit specified. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.

m. [See grievance form in appendix 4]

6. Grievance Without Intervention

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and to process a grievance and have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the District shall not resolve the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

7. Procedures Applicable to Article XXIV - Teacher Discipline

Teachers may file a grievance as to whether a suspension was based on cause or whether there has been a violation of the procedures set forth in Article XXIV by filing a grievance directly with the Superintendent or his/her designee within five (5) school days from the date of the notice of suspension.

## XVI. SAFETY CONDITIONS

- A. The District shall provide safe working conditions. Alleged violations of safe working conditions shall be reported to the employee's immediate supervisor. If the situation is not resolved, the employee may submit the alleged violation to the appropriate administrative agency such as CAL OSHA.
- B. The District shall provide each employee, upon request, access to a lockable space within the vicinity of his/her classroom for storage of necessary small personal belongings such as purses or briefcases.
- C. When a teacher feels that he/she has been harassed, distracted, disturbed or his/her safety has otherwise been jeopardized, the teacher shall report such incident to his/her site administrator. The site administrator shall then take action as he/she deems appropriate concerning such reported incident.
- D. Any teacher occupying a classroom not located within close proximity to another staffed room (including classrooms isolated by reason of extended day or double session) who feels that his/her personal safety is jeopardized due to the remote location of his/her classroom, may report his/her concern to his/her site administrator.

The site administrator shall take action as he/she deems appropriate under the circumstances in an attempt to alleviate the teacher's concern.

All site administrators shall immediately forward all teacher reports pursuant to this section to the Assistant Superintendent of Facilities and Planning, who shall maintain a record of all such reports.

## **XVII. REDUCED WORKLOAD**

Upon the request of the employee, the Board may approve a Reduced Workload Agreement pursuant to E.C. 22713.

- A. Such agreement must meet the following criteria:
  - 1. The employee must:
    - a. Be determined by the District as being eligible for participation in accordance with existing STRS (State Teachers Retirement System) statutory provisions and administrative directives;
    - b. Have been an employee of the District ten or more years;
    - c. Have been a full-time District employee without a break in service during the five consecutive years immediately preceding such reduced workload assignment;
    - d. Have reached the age of fifty-five (55) prior to reduction in workload;
    - e. Have reached a placement on the salary schedule equal monetarily to Step 12, Class F.
  - 2. Must be mutually beneficial to the District and to the employee.
- B. Such reduced workload agreement shall:
  - 1. Not exceed ten years;
  - 2. Commence at the beginning of a school year;
  - 3. Not be revoked except with mutual consent of both parties.
- C. The employee shall:

1. Contribute to the State Teachers' Retirement System the amount which would be required had he/she been a full-time employee;
2. Work at least the equivalent of one-half of the number of days of service required by the member's contract of employment during his or her final year of service in a full-time position;
3. Receive a salary which is the pro rata share of the salary the member would be earning had he/she not elected to exercise the option of part-time employment.

D. The District shall:

1. Contribute to the State Teachers' Retirement system an amount based upon the salary that would have been paid to the member had the member been employed full-time and at the rate specified by the STRS Board.
2. Maintain the necessary records to separately identify each member receiving this benefit.

## XVIII. JOB SHARING

### A. APPLICATION PROCESS

1. Teachers wishing to participate in the Job Sharing Program must first apply through their principal to the personnel department. Teachers must find a partner prior to applying. Mutual agreement between the teachers, the principal, and the Director of Certificated Personnel is required before the shared teaching assignment can be finalized and implemented.
2. A condition of entry into shared teaching shall be that the affected teachers will mutually agree who will retain the shared teaching position when the job share ends.
3. Teachers wishing to participate in the Job Sharing Program must be employed by the District on a tenured basis and provide notice to the Director of Certificated Personnel on or before February 1 of the school year preceding the school year in which they wish to job share.
4. Prior to the first year of participation, teachers shall request a part-time leave of absence from their full-time teaching position.
5. Teachers electing to continue in the Job Sharing Program beyond the first year shall request a part-time leave of absence by February 1 of the school year. This will not affect the seniority of the participants.
6. Teachers will submit a \_\_\_\_\_ plan prior to the job share being approved

showing how the responsibilities of the job share will be divided. The plan will include:

- a. A common planning time.
- b. Days both teachers will be in attendance; i.e., first and last days of school, conference days, back to school nights, open houses, staff release days.
- c. How continuity of curriculum will be addressed.
- d. How general information on students and site information will be shared.
- e. Whether or not partners will substitute for each other in the event of short-term illness.

## B. RETURNING TO FULL-TIME STATUS

1. Teachers wishing to return to full-time status after one year's participation in the program shall be reassigned on the following basis:
  - a. Reassigned to the position they left if the position is vacant or filled by a person on temporary contract;
  - b. As Priority One in the transfer process.
2. Teachers wishing to return to full-time status after more than one year's participation in the program may compete for vacancies at their home site after the grade-level shuffle has occurred. If no vacancy exists at the home site, the teacher may apply for vacancies through the transfer process.

## C. GENERAL

1. Shared teaching assignments shall be approved for a maximum of one school year at a time.
2. Shared teaching assignments shall be limited as follows:  
*(regular education only)*
  - a. K-6 Sites:
    - (1) Ten or fewer regular full-time teachers--one shared teaching assignment.



- (2) More than ten regular full-time teachers--two shared teaching assignments.
- b. Middle and High School Sites:  
No limitation on number of shared teaching assignments.
- 3. If a shared teaching assignment is dissolved, the job-share teachers may not compete in the grade-level or site shuffles as a job-share team. They may each return to full-time status as specified in XVIII. B. above, or seek another job-share position from those jobs available in the addendum to each transfer posting. There is no guarantee that another job share will be approved.
- 4. A teacher on a shared job assignment who performs substitute duties outside of his/her assignment during an unassigned work time shall be paid for that service according to the current substitute salary schedule.
- 5. If a job sharer leaves for illness, etc., the remaining partner would be encouraged to take over full time.
- 6. Salaries of participants in the Job Sharing Program shall be paid and benefits granted on the same basis as their assignment is proportional to full-time service.
- 7. Adjunct duties and preparation periods shall be proportionate to the contract percentage to which they are assigned. In addition, the teachers may be required to attend meetings which do not occur during their work duty time.

**XIX. EARLY RETIREMENT HEALTH BENEFITS**

**A. ELIGIBILITY**

- 1. To be eligible for this program the employee must:
  - a. Have completed ten (10) consecutive years of full-time service in the Lodi Unified School District without a break in service immediately prior to retirement through the State Teachers Retirement System (STRS).
  - b. Have reached the age of fifty-five (55) prior to the beginning of his/her next school year in which he/she elects to participate in such program.
  - c. Not have passed his/her sixty-fifth (65th) birthday at the beginning of retirement.
  - d. Have reached at least Class D on the salary schedule.
  - e. Arrange retirement to coincide with the end of a school year when possible and to provide sufficient advance notice to the District to obtain

an acceptable replacement.

- f. Be approved for early retirement by the District's Board Of Education.

## B. ELIGIBILITY PERIOD

The employee will be eligible for the District-paid health benefits during early retirement only between the ages of fifty-five (55) and his/her sixty-fifth (65th) birthday. Benefits provided by the District will terminate at the end of the month in which the retiree becomes sixty-five (65).

## C. BENEFITS

1. Health benefits provided to a retiree will include only those plans available to active employees. A notice listing the current benefits will be mailed not later than September 1st of each year to retirees covered under the benefit program. The required District monthly obligation to a retiree under this Section shall not exceed that dollar amount paid on behalf of an active employee in the month the benefit is received.
2. In a case in which the retiree predeceases a spouse and the spouse would have otherwise been covered, the same benefits will be continued for the spouse until the time at which the retiree would have become sixty-five (65). These benefits provided for the surviving spouse will be canceled if the spouse remarries before the normal benefit termination date.

## D. BENEFITS BEYOND AGE SIXTY-FIVE (65) AT RETIREE'S EXPENSE

Those benefits which may normally be continued beyond age sixty-five (65) when a retiree pays his/her own premiums will be available to the retiree under those conditions. Availability and procedures will be subject to regulations of the insurance carriers.

## XX. STUDENT DISCIPLINE

The District will distribute to all teachers a copy of pertinent Education Code Sections relating to student discipline and all student-discipline-related Lodi Unified School District policies then in effect.

## XXI. ACADEMIC FREEDOM COMMITTEE

- A. Refer to Board Policy.
- B. If a problem or issue arises, a joint panel will be created to study and make recommendations.

## XXII. CONSULT PROCESS

### A. IDENTIFICATION

Items about which one party wishes to consult with the other party may be identified by the submission of a letter to the Superintendent or to the Association President. The letter should include a clear definition of the subject of consultation and a recommendation for a meeting time. Should the primary contact person be other than the initiator of the letter (the President or the Superintendent), the initial memo should include the name of the contact person.

### B. RESPONSE

It is expected that the party receiving the communication will respond to the contact person within ten (10) days of receipt. The response shall include an affirmative or negative answer relative to the interest of the second party in the consultation and shall include identification of the person who will chair the consult team for the respondent. The response shall also include confirmation of the suggested meeting time or an indication of a preferable time.

### C. CONSULTATION MEETINGS

1. Both parties should be prepared at the initial meeting to exchange points of view regarding the subject under consultation. Should either party perceive a highly preferable procedure of action, that recommendation should be brought in writing to the first meeting. If this not be the case, both parties should be prepared to problem solve in the area and develop multiple alternative solutions. These may be narrowed and diminished in discussion at this initial meeting and/or in subsequent meetings.
2. Following each meeting a memo listing general subjects discussed and specific apparent areas of agreement shall be written by personnel representing the District and transmitted to personnel representing LEA within two days, time and meeting schedules permitting.
3. The time, place and frequency of meetings shall be determined mutually by both consult teams.

### D. CONCLUSION

1. When consultation ends with complete agreement by both parties, a final Memorandum of Agreement shall be exchanged. This memo shall include all items, shall be developed by the District consult leader, and submitted to the LEA consult team leader. Both signatures shall constitute agreement as to

the subject.

2. When consultation ends with any disagreement, a similar memo shall be developed by each side. These memoranda will also include all final areas of agreement and will also include all areas of apparent disagreement. If the exchange of memos indicates identical areas of agreement and disagreement and no further request to meet is expressed by either side within five (5) days of receipt of the memo, consultation on this issue will be deemed to have ceased. Should areas of agreement and disagreement not be congruent in the two memos, two contact spokespersons will meet within five days to determine whether further meetings would be fruitful, and consultation will either continue or cease depending upon their decision.

#### E. AFTER AGREEMENT

Following agreement on a consult process or decision when either party deems the decision reached through consultation to be inadequate, either through an inherent flaw or through the changing of conditions, consultation may be reinstated on the process by returning to Paragraph C-1 and following the procedure listed therein.

#### F. VIOLATIONS

Apparent violations of process or decisions reached through the consult procedure should be called to the attention of the administration's contact person by the LEA contact person. Subsequent to such contact and discussion, when judged appropriate by the LEA contact person or an individual employee, the appeals process may be utilized.

#### G. MISCELLANEOUS

1. Upon resolution of a consult item, it shall not be rescinded or amended without consultation between the parties unless consultation is waived in writing by the Association.
2. Commencing the date of ratification of this agreement, a final disposition of any consult item shall be placed on the consult log which shall be maintained in the Personnel Office. The Superintendent shall determine whether to recommend that any such item placed in the consult log shall also be made a part of the administrative rules and regulations and/or Board Policy.

### XXIII. PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of \_\_\_\_\_ the Association, or who has applied for

membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues. Such authorization shall continue in effect from September 1 of any year, subject to de-certification. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. The District shall deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

- B. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.
- C. Any unit member shall as a condition of employment make application for membership within thirty (30) days from the day of commencement of teaching duties and shall become a member of the Association or pay to the Association a service fee in an amount equal to unified membership dues, initiation fees and general assessment, payable direct to the Association or payable as provided in Paragraph D below, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A above. If the unit member fails to comply with this provision, the Association may request, pursuant to SB 1960, the District to reduce the order for the employee's salary payment by an amount equal to the

Association's service fee for payment to the Association as a service fee. If the Association so requests, the District shall initiate said action.

- D. Any unit member desiring to be exempt from joining the Association or paying the service fee because of religious beliefs or reasons of conscience shall file a claim of exemption with the Association within thirty (30) days following the commencement of the member's working assignment. If the claim is accepted, the unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

1. Foundation to Assist California Teachers (FACT)
2. LEA Student Scholarship Fund
3. United Way
4. Other alternatives which meet the criteria of teachers helping teachers shall be considered.

Such payment shall be made on or before October 31 of each school year in one lump sum cash payment in the same manner as required for the payment of membership dues unless other arrangements are made by the employee with the Association. Proof of such payment shall be made on an annual basis as of October 31 of each

school year and shall be in the form of receipts and/or canceled checks indicating the amount paid and to whom payment in lieu of the service fee has been made.

- E. The Association agrees to pay the reasonable costs, including attorney fees, of defending or initiating action to enforce this provision and to indemnify the District in respect to the deductions herein required or any actions challenging enforcement of these provisions. The District shall not settle or compromise any claim without prior approval of the Association.
- F. Any unit member making payments as set forth in sections D.1-4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- G. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

#### **XXIV. TEACHER DISCIPLINE**

- A. Disciplinary action as used in this article means suspensions without pay for up to fifteen (15) days. This article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel employees.
- B. Teachers shall not be disciplined without just cause and due process as set forth in this article nor shall this article be applied in an arbitrary or capricious manner.
- C.
  - 1. The District may issue oral or written reprimands and warnings. The employee may submit a response or rebuttal to the written reprimand or warning which will be retained in the records along with the reprimand. Alleged violations by the District of the procedures relating to issuance of oral or written reprimands and warnings are subject to the grievance procedures of this Agreement; however, the substance of the reprimand or warning is not subject to the grievance procedure.
  - 2. An oral reprimand and a written reprimand or warning shall be given to a teacher concerning his/her unacceptable conduct prior to any subsequent suspensions being given to him/her based on like or similar conduct. However, in instances where the Superintendent believes that a written reprimand or warning is inappropriate under the circumstances or will not result in corrective action, the Superintendent may order a suspension without the teacher having first been given a written reprimand or warning.
- D. The District may suspend employees without pay for up to fifteen (15) working days, pursuant to the following provisions:

1. The suspension shall be based upon cause, including but not limited to:
  - a. Unauthorized absence
  - b. Repeated unauthorized tardiness
  - c. Repeated failure to perform regular or other assigned duties
  - d. Commission of an act involving moral turpitude
  - e. Insubordination
  - f. Consumption of alcoholic beverages during assigned duty
  - g. Intoxication during regular duty hours
  - h. Knowingly providing verbal or written confidential student information to non-District individuals not entitled to such information
  - i. Failure to comply with or abuse of any section or article of this contract
  - j. Any cause set forth in Section 44932 of the California Education Code
  
2. The Superintendent or his/her designee shall give written notice to the employee of the District's intent to suspend the employee. The Superintendent's "designee" shall be limited to the Assistant Superintendent of Personnel.

Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid, and addressed to the last known address of the employee. The notification shall contain the following:

- a. A statement of the specific acts and omissions upon which the disciplinary action is based
  
- b. A statement of the cause, or causes, for the action taken
  
- c. A statement of the suspension proposed, including beginning and ending date(s)
  
- d. A statement that the employee has a right to discuss informally the proposed suspension with the Superintendent or his/her designee prior to the suspension and a proposed date, time and place for such pre-suspension discussion
  
- e. A statement that the employee may appeal the proposed suspension by filing a grievance directly with the Superintendent or his/her designee within five (5) school days from the date of the notice of suspension
  
- f. A statement that the employee shall have five (5) working days in which to respond to the notice of suspension. If the employee does not respond, the District will schedule the suspension and provide notice

thereof to the employee. The pre-suspension discussion, unless waived, shall take place within seven (7) school days from the date of the notice.

3. The pre-suspension discussion shall be informal. The employee shall be given the opportunity to present facts and arguments regarding the proposed suspension.
  4. The Superintendent or his/her designee shall inform the employee of the decision to suspend or not to suspend within three (3) working days from the date of the pre-suspension discussion or after five (5) days from the date of the notice of suspension if the employee did not respond.
  5. Any dispute arising out of the application of this Article shall, at the discretion of the Association be submitted to final and binding arbitration with the cost ceilings of Article XV C. 4. c. eliminated for purpose of this Article. In the event a dispute is submitted to final and binding arbitration, the suspension shall be deferred pending the outcome of the arbitration. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association for up to and including three arbitrations per year. If two or more teachers proceed to arbitration and are heard by the same arbitrator in one hearing, this shall be counted as one arbitration. The fees and expenses of the arbitrator and of the hearing shall be borne by the District for any arbitrations subsequent to three per year. All other expenses shall be borne by the parties incurring them.
  6. In circumstances where the District believes the employee's presence would lead to a clear and distinct danger to the lives, safety, or health of students or fellow employees, the District may suspend the employee without scheduling a pre-suspension discussion. In such emergency situations, the Superintendent or his/her designee shall schedule an informal discussion with the employee, and provide the employee with written notice thereof, as soon as possible after the suspension has commenced.
- E. Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to proceedings under the California Education Code.
- F. Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.
- G. The employee may request the presence of an association representative at any meeting scheduled by an administrator where oral reprimands, written reprimands/warnings or disciplinary action are contemplated.



- H. Until the employee has filed a grievance pursuant to D.5 above, the suspension and reasons therefore shall be confidential and shall not be divulged by any person, except as may be necessary in the performance of duties; however, the violation of this requirement of confidentiality, in and of itself, shall not in any manner be construed as affecting the validity of the suspension or the outcome of any discussion or arbitration conducted pursuant to this article.

## **XXV. EFFECT OF AGREEMENT**

The provisions of this Agreement shall prevail over inconsistent written policies and administrative regulations and state laws to the extent permitted by law.

## **XXVI. COMPLETION OF AGREEMENT**

This document comprises the entire Agreement between District and Association on matters within the lawful scope of negotiations. The District shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement except as set forth in Article XXIX "Term and Reopener Provision".

## **XXVII. SAVINGS CLAUSE**

If any provision of this agreement or application thereof to any employee is adjudged by a court of competent jurisdiction to be contrary to law and such judgment becomes final, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

## **XXVIII. TERM AND REOPENER PROVISION**

- A. The term of this agreement shall be from July 1, 2006, through June 30, 2009.
- B. Re-openers for the each school year include salary, benefits, and two re-openers per party.
- C. Within the philosophy of interest-based bargaining, the parties are free to discuss issues of mutual concern.