

July 1, 2023 – June 30, 2026 Agreement Between
Chicago Park Elementary School District
And
Chicago Park Teachers' Association

Updated May 2023

Board Ratified
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Article I: Agreement

- A. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Chicago Park School District ("Board") and the Chicago Park Teachers' Association ("Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549' of the Government Code ("Act").
- C. This agreement shall remain in full force and effect from July 1, 2023 until June 30, 2026 and thereafter shall continue in effect year-by-year.

Article II: Recognition

- A. The Board recognizes the Association as the exclusive representative of all the regular Teachers of the Board, as listed below:
Teachers; Counselors; Nurses
- B. "Regular Teachers" mean teachers who have a regular annual teaching work agreement with the Board.
- C. All other employees are specifically excluded.

Article III: Definitions

- A. "Teacher" means bargaining teacher, as stipulated in Article II, "Recognition", above.
- B. "Day" means any day during which the District Office is open for business.
- C. "Work Day" means any day during which teachers are required to perform services for the Board; these shall include School, In-Service or other days cited in Article IX "Work Day and Year".
- D. "School Day" means any day during which students are required to be in attendance.
- E. "Teaching Day" means the amount of time each School Day during which students are required to be in school.
- F. "Work Year" described in Article IX.
- G. "Release Time" means time away from regular duties.
- H. "Daily Rate of Pay" means the teacher's annual salary divided by the number of days he/she is required by the Board to provide service to the Board.
- I. "Hourly Rate of Pay" means the daily rate of pay divided by 7.
- J. "Derogatory" means tending to lessen the merit, character, or reputation of a person or thing.
- K. "Defamatory" means to attack the good reputation of, as by slander or libel by

publication of untrue statements about another person which damages his or her reputation.

Article IV: Negotiations Procedure

- A. There shall be re-openers on salary, benefits including Health, Sick Leave, Vacation Time, Paid Leave of Absence, Personal Necessity Leave and Retirement, and on three (3) additional articles for each party each year.
- B. Initial proposals for a successor Agreement and/or re-openers shall be submitted in writing no later than 10 (ten) calendar days before the October Board meeting each year.
- C. Both parties agree to comply with the provisions of the act and subsequent rules and regulations, to include provisions for appropriate and reasonable time, promulgated by the Public Employment Relations Board.
- D. Any agreement reached between the parties shall be reduced to writing and signed by them.

Article V: District Rights

- A. It is understood and agreed the District retains all of its powers and authority, to direct, manage and control the District to the full extent of the law.
- B. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the uses of judgment and discretion in connection therewith, shall be limited only by the specified and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with the law.

Article VI: Teacher Rights

- A. The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

Article VII: Association Rights

- A. The employee organization shall have the right of access to Teachers at reasonable times. The term "reasonable times" as used herein means anytime before or after a Teacher is present on District property, but is not expected to be performing services on behalf of the District.
- B. Representatives of the employee organization may contact Teachers in the lounge facility, meeting room, office, classroom, garage or grounds of the District provided that nothing herein shall be deemed to permit such access to a Teacher during any time set aside for assigned duty, that such access will not directly or indirectly interfere with the right of Teachers to refrain from listening or speaking with an Association representative, and provided that such access will not be utilized in such a manner that will disturb, disrupt or otherwise interfere with school programs and/or the assigned duties of a Teacher of the District.
- C. The Association shall have the right to use District buildings, facilities, and equipment for the conduct of lawful Association business upon prior approval by the District management and compliance with the requirements of the Civic Center Act (Education Code Section 40040, et seq.) Basic materials shall be provided at Association expense.
- D. The Association may use the school mailboxes and bulletin board spaces designed by the superintendent subject to the following conditions:
 - 1. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by an Association officer.
 - 2. A copy of such postings or distributions will be delivered to the Superintendent or designee at the same time as posting or distribution.
 - 3. The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel. Any such information is subject to the immediate removal by the District.

Article VIII: Grievance Procedures

- A. Definitions
 - 1. A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of this collective bargaining agreement.
 - 2. A "grievant" may be any employee of the District covered by this collective bargaining Agreement.
 - 3. A "day" is any teacher duty day.
 - 4. The "immediate supervisor" is the person having immediate supervisory jurisdiction over the grievant who has been designated by the District to adjust grievances.

1. Processing of Grievances

1. Informal Level: Within ten (10) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor of the grievant.
2. Level I: Failing to resolve the difficulty through informal means, the grievant may, within ten (10) days from the informal conference, register a formal grievance. The grievance shall be in writing, on forms approved by the District, with copies to the Association, his/her immediate supervisor, and the Superintendent, stating the following:
 - a. Statement of grievance listing the specific action and events alleged to violate this Agreement and the provisions violated;
 - b. Steps taken to resolve differences through informal means;
 - c. Steps the grievant recommend the District take to remedy the grievance.

The immediate supervisor shall communicate a decision in writing to the grievant with a copy to the Superintendent and the Association within ten (10) days after receiving the grievance.

3. Level II: If not satisfied with the decision at Level I, the grievant may, within ten (10) days of receipt of the Level I decision, appeal the decision to the Board. The grievant shall furnish the Board with a full report of the grievance. The Board, at its next regularly scheduled meeting, shall review the record and if it finds it necessary, shall hear additional testimony or receive additional evidence. If the grievance is of an urgent nature, the grievant may request a special Board meeting. The decision of the Board shall be final and binding on all parties unless the grievant commences legal action in a court of competent jurisdiction. In any such case, the court's final decision shall determine such matters.

2. Presentation

1. No Teacher shall be required to be represented by the Association in processing a grievance.
2. A Teacher may request the Association to represent him/her in all stages of the grievance procedure.
3. Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any Teacher for exercising rights under this Article.
4. If a Teacher pursues a grievance without the intervention of the Association beyond the Informal Level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed solution and has been given an opportunity to file a written response.
5. A designated Association representative shall receive reasonable time off from duties without loss of compensation for the purpose of processing grievances beyond the Informal Level subject to the following conditions:
 - a. When a grievant requests the Association represents him/her the Association shall within ten days (10) designate in writing to the Superintendent one (1) Teacher who shall be entitled to reasonable time off as Association grievance representative.
 - b. The representative shall notify the District twenty-four (24) hours prior to release from duties in order that a substitute may be obtained, unless a conference is scheduled between the grievant and the administration with less than twenty-four (24) hours notice to the grievant.
 - c. Such time shall be limited solely to representing a grievant in a conference with a management person beyond the Informal Level and in no way shall this include the

use of such time for matters such as gathering information, interviewing witnesses or preparing presentations.

3. Exclusions

1. The rights of the District under the Article V, "District Rights," are excluded from this procedure, except that any limitations on those rights contained in this Agreement shall be subject to this Article.

E. Time Limits

1. Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts.

2. Failure by the District to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.

3. Time limits in this policy may be extended by mutual agreement between the grievant and the District administration.

F. Rights of Teachers to Representation

1. No reprisal of any kind will be taken by any member or representative of the administration or Association against any aggrieved person or any member of the Association or any other participant in the grievance procedure by reason of such participation.

2. A Teacher may be represented at any or all levels of the grievance procedure by himself or, at his/her option, by a representative of his choice. If the Association or its representative does not represent a Teacher, the Association shall have the right to present its opinion before the decision is resolved.

Article IX: Work Day and Year

A. Based on the premise that teachers are professional and, as such, are to perform a wide variety of complex and interrelated services to children, it also follows that the time frame for the provision of these services varies greatly. As a consequence, the time frame for a working day is considered a minimum span of time.

1. The teacher's normal workday shall be comprised of 7 hours.

2. All teachers shall have a thirty-five (35) minute duty-free uninterrupted lunch break with an additional five (5) minute passing time to return to class.

3. Teachers shall be present and available at least 30 minutes before the start of the school day.

4. Teachers **including part-time teachers** shall also make themselves available for meetings and other activities as required **by administration** and included in the following list:

- Back to School Night
- Open House
- Parent/Teacher Meetings (Fall parent/teacher conferences will be held on the three minimum days scheduled for this purpose.)
- Student Study Meetings
- District Required Field Trips (that occur within the normal work day)
- Graduation Ceremony (Academy)

- Staff Meetings

For non-voluntary additional duties not listed on the Additional Duties List, a teacher shall be compensated at the "Extra Duties" rate listed on the Extra Pay Schedule.

5. On the student day prior to winter break, teachers' workday will end fifteen (15) minutes after final dismissal of students.
 6. Friday's curriculum planning shall be 90 minutes within the 7 hour workday with the exception of #5 above. Curriculum planning is time set aside by the Superintendent for teachers to collaborate with other educational professionals, plan lessons, and participate in other professional activities which benefit their assignment. In the event that there is a no school on a Friday, an 85 minute planning will fall on the day preceding the holiday and the school day will be shortened to a 2:05 **student** dismissal to allow for 85 minutes of planning. In addition, teachers will receive 80 minutes a week of curriculum planning time (prep).
 7. Exceptions to the minimum workday shall be authorized upon notification of the immediate supervisor, unless such supervisor denies the request.
 8. Along with a yard duty assignment, each classroom teacher will sign up or be assigned adjunct duties per school year based on their percent of FTE. Adjunct duties are based on the point system. Each year, administration will review the assignments and total amount of points each teacher will need with the lead negotiator to gather input.
 9. During the designated Parent/Teacher Conference days, teachers will be permitted to flex their scheduled day to fit their needs in regard to scheduling parent conferences. If a teacher works past their contracted hours one or more of the days, the time may be subtracted from one or more of the remaining conference days. Teachers must work at least all cumulative hours during those conference days.
 10. The District shall provide roving substitutes for general education teachers for the purpose of conducting IEP and 504 meetings during the school day.
- B. The Teacher Work Year shall consist of one hundred and eighty-six (186) days.
1. Three (3) unstructured workdays to be determined by Teachers.
 2. Three (3) minimum days (one at the end of each trimester) with afternoons dedicated to working on report cards. Additional minimum days as mutually agreed upon by Teachers and District (included in the 186 days).
 3. One hundred eighty (180) days shall be student teaching days.
 4. Three (3) staff development days.
- C. Job-Sharing
1. The District's share contract program involves two Certificated Employees sharing one full-time equivalent (FTE) assignment. Under this program each Teacher is required to work one-half day of the entire year, or other approved working arrangements. All working conditions for regular part-time Teachers shall be consistent with the collective

bargaining agreement with the Association.

2. Teachers, with District approval, may elect to reduce their workload from full-time to part-time under the following conditions:

- a. A Teacher may elect to work halftime to part-time with the approval of the principal and the Board.
- b. Each Teacher shall attend all pre-school, post-school and conference days listed on the adopted school calendar (full days).
- c. Each part-time Teacher will attend District scheduled Back-to-School Night and Open House.
- d. Yard duty and/or other duty will be scheduled appropriately.
- e. In the interest of professional development, half-time Teachers will be required by their principal to participate in District in-service day activities. Compensation will be paid by the District for an additional half-day's pay for each full day worked.
- f. Normal substitute procedures will apply in case of illness or absence from duty. Shift change may be allowed if approved.
- g. Attendance at staff meetings may be required by the principal and/or attendance at specially-called staff meetings in response to an emergency situation may also be required.
- h. Both Teachers shall develop procedures to insure clear lines of communication with all parents, including the scheduling of meetings with parents. The procedures will be made known to the school principal, in writing, within the first two weeks of school.
- i. On the first day of school, both Teachers will be present to establish the program, set classroom standards and develop a rapport with students. Both Teachers are to assume full responsibility for each student's program and progress and for the total classroom and instructional program.
- j. The District shall approve the details of the daily class schedule, instructional program, activities and related assignments.
- k. The District retains the right to terminate the program at any time if, in the opinion of the Board, the program is not in the best educational interest of the students.
- l. Part-time Teachers will retain employment and seniority rights consistent with the Education Code, Board policy and the Agreement.
- m. The District will determine the grade level and room assignment.
- n. Teachers participating in the program must adhere to all rules and regulations that govern the conditions of employment for regular Teachers.
- o. Salary and benefits will be prorated and consistent with annually contracted schedules of the C.P.T.A. as follows:
 1. The annual salary shall be prorated to 50% plus additional pay for required in-service days, pre- and post-school days and conference days.
 2. Teachers must pay for the health, dental and vision care premium for the 50% time that the Teacher does not work, if that benefit is desired.
 3. Five (5) full days of sick leave will be credited for each year.
 4. STRS contributions and benefits shall be provided in accordance with STRS guidelines and regulations.

Article X: Teaching Conditions/Safety

1. Certificated staff are expected to dress in a professional manner that follows the student dress code.
2. The District recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, and current periodicals are the tools of the teaching profession. The District agrees further that efforts shall be continued to seek and use textbooks and supplementary reading materials that meet the instructional needs of the students as recommended by the teachers and the administrator and approved by the Board.
3. The District agrees within its funding capabilities to place at the teacher's disposal sufficient typing, computer, printing, and copy equipment to prepare instructional materials. In addition, the District will endeavor to provide each Teacher adequate storage space in each classroom for instructional materials.
4. The Board shall provide safe working conditions for all teachers.
5. Any teacher perceiving a situation, which he/she believes to be unsafe, shall immediately report such situation to his/her immediate supervisor. The supervisor shall investigate the report and take or initiate appropriate action, if such action of initiation is deemed necessary. If dissatisfied with the (in) action of the immediate supervisor, the teacher may report the situation for resolution by the Board.
6. Teachers shall not be discriminated against for bringing unsafe conditions to the attention of the Board or the appropriate agency.

Article XI: Evaluations

- A. The evaluation of all teachers shall be the responsibility of the District. The evaluation and assessment of the performance of a probationary teacher shall be evaluated every year for the first two years, and every other year thereafter. A permanent teacher who receives a final evaluation that has a combination of two Needs to Improve or one Unsatisfactory rating in Chicago Park School District's Teacher Standards will be evaluated the following school year. Evaluations shall be in accordance with the following procedures:
1. Teachers to be evaluated during any given year shall be notified by October 1.
 2. A preliminary conference shall be held by November 15. During this conference, the Teacher and the Evaluator will establish written goals and objectives and a mutually agreed upon schedule for observations, evaluations and the assessment. The evaluator shall conduct periodic classroom observations on a mutually agreed upon schedule to evaluate and assess teacher competence as it relates to stated goals and objectives. This does not preclude periodic observations for purposes of assessing teacher competence relating to Chicago Park School District's Teaching Performance Standards, and ancillary duties and relationships.
 3. The evaluator shall conduct periodic classroom observations and evaluate and assess teacher competence as it reasonably relates to:
 - a. Engaging and supporting all students in learning.
 - b. Creating and maintaining an effective environment for all.
 - c. Understanding and organizing subject matter knowledge.

- d. Planning instruction and designing learning experiences for all.
 - e. Assessing student learning.
 - f. Developing as a professional educator.
 - g. Fulfillment of the Teacher's job responsibilities.
4. At least two (2) working days prior to the initial formal observation, the evaluator shall schedule a pre-observation conference with the teacher. The teacher in writing may waive the conference and/or the two (2) day notice.
 5. The teacher shall be given a copy of the written observation report within ten (10) working days of the formal observation, an opportunity to discuss the observation with the evaluator, and an opportunity to attach to the observation report any comments that the teacher may wish to prepare.
 6. The final evaluation and assessment shall be made in writing and a copy given to the teacher no later than 30 calendar days before the last day of school.
 7. The teacher shall have the right to attach a written reaction or response to the evaluation that shall become a permanent attachment to Teacher's personnel file.
 8. In the event a teacher is performing his/her duties in a Needs Improvement or Unsatisfactory manner according to standards prescribed by the Board:
 - a. The District shall notify the teacher in writing and describe the needs improvement or unsatisfactory performance.
 - b. The District shall thereafter confer with the teacher and make specific recommendations as to areas of needed improvement or unsatisfactory and endeavor to assist the teacher in his/her performance.
 - c. If a teacher has received an unsatisfactory evaluation, he/she shall be evaluated annually until he/she achieves a effective evaluation or is separated from the District.
 - d. Any evaluation which contains two (2) needs improvement or one (1) unsatisfactory rating in the Chicago Park School District Teaching Standards shall include the requirement that the teacher will participate in a program designed to improve the appropriate teaching performance. The District shall pay all necessary and actual expenses for such a program.
 - e. Other factors in the assessment and evaluation process include:
 - 1) The Teacher may have another staff member present during evaluation conferences.
 - 2) The Teacher may request the evaluator to conduct additional classroom observations.
 9. The Association and the District will mutually agree upon any changes to the evaluation form.

Article XII: Personnel Files

- A. The District shall not base any adverse action against a teacher upon materials that are not contained in such teacher's personnel file. Moreover, the District shall not base any adverse action against a teacher upon materials which are contained in such teacher's personnel file unless the materials had been placed in the file within a period of ten (10) working days from learning of the incident, and the teacher notified at such time materials were being placed in the file.
- B. Teachers shall be notified of any material that is placed in his personnel file. They

shall also be given an opportunity to prepare a written response to such materials within ten (10) working days. The written response shall be attached to the material.

C. Upon written authorization by the teacher, a representative of the teacher shall be permitted to examine and/or obtain copies of materials in such teacher's personnel file.

D. The person or persons who draft and/or place material in a teacher's personnel file shall sign the material.

E. Access to the personnel files shall be limited to the teacher and/or teacher's designee, District Administration, and the Board. The contents of all personnel files shall be kept in the strictest confidence.

Article XIII: Leaves

A. Personal Illness and Injury Leave

1. Every teacher shall be entitled to ten (10) days sick leave each year of employment, and one (1) non-accruing summer school day for summer school employment. Such leave shall be prorated for other than full-time employees. Whenever possible, a teacher will contact the district employee responsible for securing a substitute no less than one and one-half (1 1/2) hours prior to the start of the working day.

2. Unused sick leave shall accrue from school year to school year.

3. At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year.

In some situations, payroll errors occur, in which a bargaining unit member is overpaid. This may occur when sick leave is advanced and the employee does not return to work with insufficient months remaining that are necessary to earn out the advanced sick leave. At other times, payroll calculation errors may occur. When the District identifies an error involving overpayment of public funds, the unit member will be required to reimburse the District for that overpayment. Unit members who begin a leave and receive sick leave on a front loaded basis will be notified through the leave designation letter that in the event of overpayment, reimbursement may be required and the unit member will be required to sign a Payroll Deduction Authorization Form authorizing any identified overpayments to be deducted from payroll checks or a final payroll check upon separation or placement on the 39 month reemployment list. Unit members will be notified prior to the District deducting overpayments from any payroll check and will be asked to confirm their understanding and may make an election on their preferred method for the reimbursement to occur:

I acknowledge on [date] I received an over payment in the amount of \$ _____. I understand that the Chicago Park School District will need to be reimbursed. I have selected the checked option below to repay the district.

- ☐ ____ Deduct the overpayment from my salary from next pay period.
- ☐ ____ Deduct the overpayment from my salary from the next **[number]** paychecks in the amount of \$ ____.
- ☐ ____ I will repay the overpayment with a personal check.

In addition, I authorize the deduction of my final paycheck for the amount still due in the following pay periods _____, or from my final paycheck upon separation from employment.

4. The District shall provide each teacher with a written statement of his/her accrued sick leave total and his/her sick leave entitlement for the school year no later than October 1st of each school year.

5. After all available sick leave and accumulated sick leave as set forth in "A" above is exhausted, and a teacher continues to be absent from his or her duties on account of illness or accident, an additional non-accumulated leave shall be available for a period not to exceed five (5) school months (approximately one hundred (100) school days), provided that the provisions of "6" below are met. The amount deducted for leave purposes from the teacher's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. The sick leave, including accumulated sick leave, and the five-month period shall run consecutively (E.C. 44977).

6. A teacher may be required by Superintendent to present a medical doctor's certification verifying the personal illness or injury and/or a medical authorization to return to work, in a manner consistent with federal and California law.

7. When a substitute is hired, a teacher who is absent for one-half day or less shall have deducted one-half day from the accumulated leave and if the absence exceeds more than one-half day, a full day shall be deducted from accumulated sick leave. When a teacher is absent for authorized intermittent leave under FMLA/CFRA or pregnancy-disability leave, the actual time increment for the absence on a work day shall be applied, provided it is at least one hour.

8. If the teacher fails to notify the District of his/her intent to return to work before 1:30 p.m. of the preceding workday, and if the District hires a substitute, the teacher will either be deducted for the substitute's cost or lose one day of sick leave, at the teacher's option. This provision shall be enforced consistent with FMLA/CFRA or other federal and state legal requirements.

B. Pregnancy Disability

1. Teachers are entitled to use sick leave as set forth in the Industrial Accident Leave "2" and "3" for disabilities caused or contributed to by conditions of pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions governing leaves of

absence for other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the teacher and his/her physician. However, the District management may require verification from the teacher's physician of the extent of the disability. Additionally, the District may require a second opinion.

2. Teachers are entitled to leave without pay or other benefits for disabilities because of pregnancy conditions, miscarriage, childbirth, or recovery therein when sick leave as set forth in the Industrial Accident Leave "2" and "3" has been exhausted.

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or any related medical conditions, you may be eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you may also be eligible to transfer to a less strenuous or hazardous position or duties, or to receive other minor accommodation.

- The PDL is for any period(s) of actual disability caused by conditions of pregnancy, or any related medical condition, childbirth and recovery or post-partum complications for a period of up to four months (17.3 weeks or 88 work days) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Prenatal care, morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by the PDL.
- Generally, the District is required to treat a pregnancy disability the same as it treats other disabilities of similarly situated teachers. The leave will be unpaid; however, the teacher may apply sick leave and extended sick leave to any period of incapacity that is verified by her medical provider. The District will pay its cap portion of insurance premiums up to the full four months (17.3 weeks) provided by law.
- The District may require a certification from the health care provider of the pregnancy disability.

Request for Leave - No teacher shall be granted a pregnancy leave unless she submits a written request for pregnancy leave and, in addition, furnishes a doctor's written certification or other medical verification by a health care provider stating the beginning date and length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a pregnancy leave of absence.

Length of Leave - A pregnancy leave of absence shall be for a reasonable period of time during which you are disabled, but the leave of absence shall not exceed a maximum of four months (17.3) weeks; or, if used intermittently 88 work days or minimum one-hour increments.

Compensation and Benefits - Pregnancy leave is without pay. The District will, however, continue to pay the premium for your health insurance that the District would have paid but for your leave. The District will pay its portion of insurance premiums up to the full four months provided by law in California.

Use Sick Leave - A teacher who takes a pregnancy-related disability leave may request to substitute for such leave accrued sick leave and/or extended sick leave (sub differential).

Return from Leave - A teacher returning from a pregnancy leave of absence must furnish a doctor's written certification of her fitness to perform the essential functions of her job, with or without reasonable accommodation.

C.Parental Leave – (Applies to mother, father or second parent in same gender family)

Pursuant to the California Family Rights Act (CFRA), a teacher may elect to take leave to bond with a newborn child for up to twelve (12) work-weeks. This leave may commence the teacher's release from PDL leave. Parental leave is unpaid. Such leave may be used up to one year following the birth of the child.

Teachers who are fathers or second parent may take parental leave for up to twelve (12) work-weeks within the first year following the birth, adoption or placement of a foster care child. Parental leave is unpaid.

Parental Leave Terms and Conditions

The leave may be taken in a continuous block of leave up to a maximum of twelve (12) work weeks. If the school year ends prior to the completion of twelve weeks, the teacher may continue the leave in the next school year, up to a maximum of 12 weeks for that child.

As an alternative to a continuous block of 12 weeks, a teacher may use parental leave intermittently. If taken intermittently, must be taken in at least two-week increments of time; however, Parental Leave may be taken in smaller increments on two occasions.

If both parents of a child who are entitled to family care leave under Section 21.7.1 of this contract are employed by the District, the District shall not be obligated to grant more than a total of 12 weeks of FMLA-CFRA between the two parents for the birth, adoption or foster care of the child.

Paid Parental Leave under Education Code section 44977.5

When the leave is for the birth, adoption or foster care placement of a child, the teacher must first apply "full pay" regular sick leave and full pay accumulated sick leave to the parental leave. Upon exhaustion of all regular and accumulated sick leave, the teacher may apply extended sick leave/sub differential to the remaining portion of the 12-week period. The use of extended sick

leave may cross school years, and when it does the summer shall not count diminish the five months of extended sick leave to be used for parental leave for the new child.

The use of extended sick leave (sub differential) for a parental leave shall not diminish the teacher's eligibility to use extended sick leave for any other eligible purpose, up to a maximum of five months. (Example: a teacher may use 12 weeks – approximately 3 months – for parental leave and the remaining two months for any separate illness or injury of the teacher for which extended sick leave would apply.

Regardless of the cost of a substitute engaged to perform the teacher's duties while on authorized parental leave, the teacher shall be paid at least 50% of gross wages for the 12-weeks of paid parental leave, pursuant to EC 44977.5.. This minimum 50% paid leave applies only to parental leave to bond with the new child, not for any portion of extended sick leave (sub differential) applied for the teacher during a period of pregnancy-related disability.

Paid parental leave under CFRA and Education Code Section 44977.5 must be used within one year from the date of the child's birth, adoption or foster care placement with the teacher.

Teachers using PDL: A teachers who takes PDL may begin parental leave immediately consecutive to the PDL leave and upon written notice by her health care provider that her period of actual disability for pregnancy, childbirth and recovery has ended. In determining CFRA eligibility for the teacher, with respect to the 1,250 hours worked requirement, the "look back" period is the twelve months immediately preceding the start of her PDL leave.

Teachers who do not use PDL: A teacher who is the father or second parent may begin parental leave immediately upon the birth, adoption or foster care placement of the child. Alternatively, the teacher may defer the parental leave until a later time, provided the leave is concluded prior to one year from the child's arrival.

Benefit Protections with FMLA-CFRA and Education Code Paid Parental Leave

Health insurance coverage shall be maintained and paid for by the District to the same extent that the District paid for the teacher prior to the commencement of the FMLA-CFRA leave and for a period not to exceed 12 workweeks in the 12 month period that constitutes the District's FMLA-CFRA benefit year (calendar year).

Parental /child bonding leave under this provision is job-protected and benefit-protected to the full extend available under FMLA and CFRA, regardless of whether the teacher has worked 1,250 hours in the immediately preceding 12 months. The District will continue to pay its customary premium contribution and the teacher shall be responsible for payment of his/her contribution. For teachers who first use PDL, followed by parental leave, the District shall continue to pay its customary premium payments during the entire PDL (up to 17.3 weeks) and the parental leave (up to 12 weeks).

Should the deduction for the cost of a substitute exceed the amount of the teacher's regular contribution to group benefits to the extent that the teacher's net payroll check while in benefit-

protected PDL and/or parental leave does not cover the premium contributions, the employee will be responsible for payment of the employee's premium contribution to the District.

The teacher shall receive benefit protection for all other benefits, terms and conditions of employment, including seniority, restoration to the same or identical job, and other terms and conditions of employment available to certificated employees under the Education Code and this Agreement

The District may recover the premium paid for any teacher who fails to return from leave after the period of leave has expired and as long as the reason for the teacher failed to return from leave is not due to the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee.

This section of the contract may be reopened at the request of either party when the final state and/or federal regulations have been adopted and/or are altered.

Leave under this section shall not constitute a break in service.

B. Family Care Leave – Eligibility, Definitions and Basic Terms (CFRA ONLY effective 1—1-2021)

Eligible teachers may request unpaid CFRA leave of absence for up to 12 work weeks within a 12 month period to:

- Birth and care of a newborn child of the employee;
- Placement of a son or daughter with the employee for adoption or foster care;
- Care for a spouse, son, daughter or parent with a serious health condition;
- Take medical leave when the employee is unable to work due to a serious health condition.

To be eligible for Family Care leave “CFRA”) teachers must have worked for the District for a total of 12 months (52 weeks). A teacher who is also taking a PDL leave for conditions of pregnancy, childbirth or recovery who has the District been employed by the district for at least 52 weeks prior to the start of the PDL leave, shall earn credit for weeks employed by the District while on PDL leave.

When the leave is for the teacher's own serious health condition or to care for a close family member with a serious health condition, the teacher must also have worked at least 1,250 hours in the immediately preceding 12 months.

When the leave is for parental leave to bond with or care for a newborn child or the placement of a son or daughter with the employee for adoption or foster care, A certificated employee is The District required to have worked 1,250 hours in the immediately preceding 12 months to be eligible for Paid Parental Leave under CA. Education Code Section 44977.5; however, an employee will The District be eligible to apply FMLA-CFRA child bonding leave unless the teacher meets the 1,250 actual hours worked eligibility requirement.

With the exception of the 1,250 hours worked eligibility requirement to apply CFRA child bonding leave, all other terms and conditions of the CFRA shall apply to this leave.

Paid Parental leave runs concurrently (at the same time) with FMLA and/or CFRA (if the employee otherwise meets the eligibility requirements).

When the teacher has worked at least 1,250 hours in the preceding 12 months, the leave will be designated under CFRA, which will be applied concurrently with paid leave under Education Code section 44977.5. When the teacher has The District worked 1,250 hours, the leave will be designated as Parental Leave under Education Code Section 44977.5.

The district's 12-month year for CFRA purposes is the Fiscal year, from July 1st through June 30th.

When the leave is to care for a spouse, domestic partner, son, daughter, parent, grandparent, grandchild, or sibling with a serious health condition or for the teacher's own serious health condition, there is no carry-over of unused CFRA leave from one 12-month period to the next 12-month period.

Parental leave for the birth and care of a newborn, adoptive or foster care child pursuant to Education Code section 44977.5 may begin in one school year and be completed in the subsequent school year, up to a maximum of 12 weeks for that child.

Teachers will be eligible to take up to twelve (12) weeks of parental leave for the birth, adoption or foster care for child bonding in each school year. This leave is separate from pregnancy-disability leave that is available for pregnancy, childbirth and recovery (PDL).

"Parent" means a biological, foster or adoptive parent, or a person who stood "in loco parentis" to an employee when the employee was a child.

"Child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

"Spouse" means a husband or a wife as defined or recognized under state law.

"Domestic Partner" means a registered domestic partner in any County within the State of California and leave to care for a seriously ill Domestic Partner is available only under the California CFRA.

"Grandchild" means a child of the employee's child.

“Grandparent” means a parent of the employee’s parent.

“Parent-in-law” means the parent of a spouse or domestic partner

“Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

A teacher shall provide reasonable advance to the District of the need for family care leave, the date the leave will commence, the estimated duration of the leave. If the need for a leave becomes known more than 30 days prior to the date a leave is to begin, the teacher must provide at least 30 days written advance.

Teachers shall complete a Request for Parental Leave form, stating the anticipated date, length and other terms of the requested leave (accumulated sick leave and then sub differential). Teachers may be asked to provide verification of birth, foster care placement, or adoption. The right to take the leave at the time of the teacher’s election shall be withheld by the District if verification is not provided.

When the need for the parental leave is foreseeable, teachers will be required to provide reasonable advance the District of the intent to take parental / child bonding leave. This requirement applies to leave taken in a continuous block or in intermittent increments of two weeks or more.

If the need for, or timing of the leave is unexpected, teachers should notify their immediate supervisor and submit the Leave-of-Absence Request Form as far in advance of the anticipated leave date as is practicable (Normally, this should be within two business days of when you become aware of your need for the leave.)

Any teacher seeking approval for CFRA leave for his or her own serious health condition or to care for a close family member with a serious health condition must present a Health Care Provider’s Certification to the District to verify his/her serious illness or the serious illness of the teacher’s child, spouse, domestic partner, child of domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling. The District will accept medical verification by the treating health care provider.

Family care leave for serious health illness is unpaid leave of absence.

A teacher may elect to utilize his/her unused paid sick leave during family care leave when the leave is for his/her own serious health condition. When such paid sick leave is exhausted, the balance of the FMLA leave is unpaid. However, pregnancy disability leave is in addition to the California Family Rights Act (CFRA) and is applied concurrently with the Federal Family & Medical Leave Act (FMLA).

A teacher may apply paid leave accruals, including current and accumulated sick leave and extended illness leave (sub differential) concurrently with family care leave for the member’s own serious health condition.

A portion of the teacher's current sick leave (up to 50%) may be applied as Kin Care for family care leave for a close family member. This is available to care for a spouse, domestic partner, child, parent-in-law, grandparent, grandchild, or sibling. Extended sick leave (sub differential) may be applied also for a close family member with a serious health condition.

E. Bereavement Leave

1. Teachers shall be entitled to a maximum of three (3) days of absence, or five (5) days leave of absence if travel in excess of 325 miles one way is required, without loss of salary on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave or personal necessity leave.
2. For the purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the teacher or of the spouse of the teacher, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the teacher, or any relative living in the immediate household of the teacher, or any other relative approved by the Superintendent.

F. Industrial Accident Leave

1. Teachers will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury that has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.
2. Such leave shall not exceed sixty (60) days during which the school is required to be in session or when the teacher would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
3. Leave authorized under this section shall not accumulate.
4. In the event a teacher's period of absence while receiving benefits under this section enters a new school year, such employee shall be eligible only for that portion of the original benefit that was not utilized in the first year.
5. Benefits provided in this section are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a teacher who is absent under authority of this section.
6. The total of a teacher's temporary disability benefits and the portion of salary due him/her during the absence shall equal but not be more than the full salary.
7. Determination of any teacher's eligibility benefits shall be authorized with the District Workers' Compensation Insurance carrier.
8. The District has the right to have the teacher examined and paid for by the District by a physician designated by the District to assist in determining the length of time during which the teacher will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

G. Personal Necessity Leave

1. Each teacher shall be entitled to use seven (7) days of his/her sick leave allotment during each school year in case of personal emergency as defined below:

- a. Death or serious illness of a member of the teacher's immediate family.
- b. Accident involving person or property of the teacher or the teacher's immediate family.
- c. Appearance in court if the teacher or his/her immediate family initiated such action.
- d. Inability to get to assigned place of duty due to circumstances beyond the teacher's control.

Advance permission shall not be required for teachers in cases involving the death or serious illness of a member of the teacher's immediate family or an accident involving the teacher's person or property or the person or property of a member of his/her immediate family. In all other cases, teachers shall provide as much advance notification to the District as possible.

2. In addition to personal necessity leave, each teacher shall be entitled to up to two (2) days of differential personal leave for reasons provided in Paragraph 1. A teacher shall receive the difference between his/her daily rate and that of a substitute. Advance permission shall not be required for teachers in cases involving the death or serious illness of a member of the teacher's immediate family or an accident involving the teacher's person or property or the person or property of a member of his/her immediate family. In all other cases, teachers shall provide advance notification to the District.

3. Each teacher shall be entitled, to five (5) days of his/her personal necessity leave allotment during each school year for the purpose of conducting such necessary personal matters as cannot practicably be conducted outside the normal work day. Teachers shall provide at least three (3) work days advance notification. No justification will be required for its use. However, the Superintendent or designee shall have final discretion as to whether to grant requests to use such leave for the extension of a holiday or vacation, or during the first or last week of the school year.

4. None of these days of personal necessity shall be carried over to the following contracted school year.

H. In-Service Leave

1. Teachers may be eligible for paid leaves of absence to attend conferences, in-services, workshops, and visitations. Final authorization shall come from the Superintendent.

I. Jury Duty Leave

1. Teachers required to serve as jurors on any duly convened State or Federal court proceeding shall receive paid leave for the duration of such proceeding. Teachers utilizing this leave shall reimburse the District for all pay, fees or stipends received for such juror duty.

Short Term Job Protected Time Off Leaves

The District provides the following short term, non-medical leaves, which are job protected and benefit protected, in accordance with the requirements of federal and state law. Except

where otherwise noted, employees may apply available Personal Necessity Leave (PN) to these absences, accrued vacation or current year sick leave, where noted.

J. Military Spouse Leave

This applies to employees whose spouses are members of the United States Armed Forces, National Guard or the Reserves, and who have been deployed during a period of military conflict.

The District will provide any eligible employee under this policy an unpaid leave of absence during their spouse's leave from deployment for up to 10 days.

To be eligible for leave under this policy, employees must work an average of at least 20 hours per week.

Employees must notify their supervisor that they intend to use this leave as far in advance as possible, but no later than three business days after receiving official notice that the spouse will be on leave from deployment. The district may ask for written documentation certifying that the spouse will be on a qualifying leave from deployment. This leave is unpaid, but an employee may choose to use accrued vacation leave.

K. Domestic Violence, Sexual Assault and Stalking Leave

Employees who are victims of domestic violence, sexual assault, or stalking are eligible for unpaid leave.

Leave may be requested for judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child, or for medical treatment or psychological counseling related to an experience covered by this policy. The District will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

This is an unpaid leave, employees can choose to use available sick leave or vacation leave. Domestic violence, sexual assault and stalking victims' leave for medical treatment or counseling services will run concurrently with FMLA-CFRA, allowing for 12 weeks in a 12-month period, less any previous FMLA-CFRA time taken.

L. Crime Victims' Leave

An employee who is themselves a victim or who is the immediate family member (Spouse, Registered Domestic Partner, Child/Step Child, Child of a Registered Domestic Partner, Parent/Step Parent, or Sibling/Step Sibling) of a victim of a violent felony or serious felony, as defined in the California Labor Code and Penal Code, may take time off to appear in court to attend judicial proceedings related to the crime.

For the purposes of this policy, judicial proceeding includes any court proceeding where the crime victim's rights are in issue, including a delinquency proceeding involving a post-arrest release decision, plea, sentencing or post-conviction release decision.

Employees can use available sick or vacation leave; otherwise any absence from work to attend judicial proceedings will be unpaid.

M. School Appearance and Activities Leaves Under Family-School Partnership Act

Employees may need to appear at his/her child's school in connection with disciplinary action by the school. This is an unpaid leave, employees can choose to use available vacation leave. Documentation from the school noting the date and time of your visit is required.

Parents, guardians, or grandparents of a child in kindergarten, grades 1-12, or a licensed day care center may wish to take time off without pay to visit his/her child's school or day care center for a school activity. The time off must not be more than eight hours each calendar month (up to a maximum of 40 hours each calendar year), provided reasonable notice is given for the planned absence.

This is an unpaid leave, employees can choose to use available vacation leave. For scheduled events, employees should provide reasonable advance notice. In emergencies, the District asks that employees provide at least one day notice or call before the beginning of the work day.

N. Child Care Emergencies (NON-COVID)

An employee (parent, step parent, legal guardian or person who stands in loco parentis to a child) may use unpaid time off for a "child care emergency," in the following circumstances:

The school or child care provider has requested that the child be picked up or has an attendance policy excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;

Behavior or discipline problems;

Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or

Natural disaster, including but not limited to fire, earthquake, or flood.

All time off for child care emergencies is unpaid. An employee can choose to use accrued unused Personal Necessity Leave.

O. Volunteer Civil Service Leave

Time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel (an officer, employee, or member of a fire

department, fire protection, or firefighting agency of the federal government, state of California, or other local governments, or other special districts; an officer of a sheriff's department, police department, or private fire department).

A total of 14 days per calendar year, to engage in fire, law enforcement or emergency rescue training is also allowed.

All time off to serve is unpaid. An employee can choose to use accrued unused vacation leave.

A volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol, responding to an emergency operation mission is entitled up to 10 days of leave per year. However, the leave for a single emergency mission cannot exceed 3 days, unless the emergency is extended by the entity in charge of the operation.

All time off to serve is unpaid, an employee can choose to use accrued unused vacation leave.

P. Rehabilitation Leave

The District is committed to providing assistance to employees to overcome substance abuse problems. The District will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program.

This accommodation may include unpaid time off for up to 30 calendar days, or an adjusted work schedule, provided the accommodation does not impose an undue hardship on business operations. Leave is unpaid but an employee may choose to apply accrued unused vacation.

In certain circumstances, and with a Health Care Provider's Certification, substance abuse may be a serious health condition under the California Family Rights Act (CFRA). If properly certified and authorized as CFRA leave, an employee must use Sick Leave in accordance with the terms and conditions of CFRA leave described in this agreement.

Q. Sabbatical Leave

1. Upon Board approval, this unpaid leave may be granted.

R. Other Leaves

1. The Board retains the discretionary right to grant such other paid or unpaid leaves for such reasons as the Board may deem in the best interests of the District. Such leaves may include, but are not limited to:
 - a. Extended Personal, Study and Travel Leave: The Board may grant a teacher a

leave of absence to pursue personal, professional an/or educational improvement and advancement. Such leave may be for a maximum of up to one (1) school year. In the case of a full year's leave of absence, the teacher shall notify the Superintendent's Office, in writing, prior to January 15 of the year of the leave of the intended return for the following school year.

b. Health Leave: The Board may grant a teacher, upon request, a leave for health reasons affecting either the teacher or his/her immediate family. Such leave may be for a maximum of up to one (1) school year. A statement by the teacher's physician may be required at the discretion of the District.

S. Miscellaneous Leave Provisions

1. Unless otherwise provided in this Article, a teacher on a paid or unpaid leave of absence shall be entitled to return to the appropriate salary step that he/she held immediately before commencement of the leave.

2. A teacher on a paid leave of absence shall receive credit for annual salary increments provided during his leave, if paid leave and days of service combine to equal 75 percent or more of the school year; and shall receive during his/her leave all other teacher fringe benefits, including but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.

a. Upon request, the District may extend a teacher's Child Rearing Leave and Personal Leave for a maximum of one year, provided, however, that at the end of the extension such teacher may not be entitled to return to the same position.

b. Any teacher who seeks an extension of Child Rearing Leave or Personal Leave should make application no later than eight (8) weeks preceding the expiration of the original leave.

Article XIV: Compensation and Benefits; Salary Schedule Placement

A. Teachers will be paid according to the salary schedule (Appendix B).

1. Salary schedule range placement shall be determined by (1) the status of the individual credential and (2) the number of semester equivalent post baccalaureate units earned.

2. Allowable units shall include those earned at a University or University Extension that have been pre-approved by the site administrator. Units issued by other institutions may be allowable with relevancy to be determined by the school site administrator and the employee.

3. For salary schedule placement purposes, employees that have completed allowable units prior to April 1 of the current fiscal school year shall notify the district in writing on or before April 1. A written notice of intention to complete allowable units after April 1 but before September 1 of the next fiscal year shall be given on or before April 1. Should unforeseen personal or course offering circumstances occur, teachers will be given credit for units completed without prior notification. Salary schedule adjustments shall commence with the first pay period of the next fiscal school year.

B. Teachers will receive the following health and welfare benefits:

1. The District will contribute up to ten thousand twenty-four dollars and eighty cents (\$10,024.80) per year for health and welfare benefits for full-time Association members.

2. Teachers working less than full-time that qualify for the District's

Health/Vision/Dental Benefit Plan, will receive a pro-rated contribution from the District based on the member's FTE assignment.

- C. The District agrees to allow teachers to elect individually whether they shall become eligible for Medicare coverage as provided for by AB265 (1989), and Govt. Code Section rules and regulations promulgated by the Public Employee Retirement System (PERS).
- D. Teachers shall receive one (1) step movement on the salary schedule in recognition of longevity if they are employed fulltime by the district prior to January 1, and work through the remainder of the school year. Teachers working less than 70% of the fulltime work year are eligible for a step increase once they accumulate work time to equal 100% of a fulltime work year; i.e., 30% one year, 40% the second year, 30% the third year, equals 100%.
- E. A teacher may not move more than one (1) step per year (effective June 30, 2020). A teacher may not move more than one (1) column per year.
- F. The Board or designee shall authorize payment for actual and necessary travel expenses incurred by any employee performing authorized services for the district, whether within or outside district boundaries. An employee shall obtain approval from the Superintendent/Principal or designee prior to traveling. All claims must be accompanied by proof of actual mileage.

Reimbursable travel expenses may include, but are not limited to, costs of transportation, parking fee, bridge or road tolls, lodging when district business reasonably requires an overnight stay, registration fees for seminars and conferences, telephone and other communication expenses incurred on district business, and other necessary incidental expenses.

Meal costs shall be covered only if a conference requires an overnight stay. Meal costs shall be reimbursed based on documented actual expenses within the maximum amounts established by the Superintendent/Principal or designee per Board Policy and based on the time of day that travel for district business begins and ends.

G. New teachers:

- a. New teachers hired with a California teaching credential and no experience shall enter on Step One (1).
 - b. One year additional placement step shall be granted for each year of recognized teaching experience with maximum placement on Step 12 of the salary schedule.
 - c. Experience earned ten (10) years prior to the date of hire shall be limited to one year's experience credit for each two years of previous experience.
 - d. Placement credit will be given for prior experience in accredited private or accredited non-public schools provided the teacher held a valid teaching credential during such service.
- G. Teachers will be reimbursed for time spent on Independent Studies. The following guidelines will be followed for Independent Studies:

- Teachers will be given a one (1) week notice for compiling an Independent Study

with the exception of illness with a doctor's excuse or a family emergency.

- Teachers will get paid even if full credit is not given as long as they make a sincere effort to collect work (for example, if a work packet is incomplete, the teacher will make one (1) attempt either by phone, e-mail or in-person with the child's parent to see where the missing work is).
- Teachers will be paid throughout the entire year for Independent Studies as listed on the Extra Pay Schedule.
- Homeroom teachers of Independent Studies receive a stipend for one hour per week of Independent Study as listed on the Extra Pay Schedule.
- Long-term Independent Study homeroom teachers will receive one hour of "extra duty" time each time they meet with the student and/or parents. This payment includes any time preparing for these meetings.

Article XV: Payroll Deductions

A. Upon appropriate written authorization from the teacher, the Administrator is authorized by the Board to deduct from the salary of any teacher and make appropriate remittances for annuities, dues, and credit unions, subject to County approval.

Article XVI: Savings Provisions

A. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be null and void except to the extent provided by law, but all other provisions will continue in full force and effect.

B. By mutual agreement, the parties may meet not later than ten (10) working days after the Board is made aware of such court decision in order to renegotiate the provision(s) affected.

Article XVII: Vacancies

A vacancy is an opening created by a new program, a newly created position, or a termination or resignation from the District which causes a position to be filled by the District. Vacancies with a statement of assignment shall be posted for teachers with a minimum of five calendar days before the closing date. Persons on leave who request notification shall be notified of vacancies.

Article XIII: Summer School

A. In the event there is a Summer School, the policy for hiring will follow the order of priorities listed below:

1. Educational needs and goals of the summer school.
2. Qualified teachers returning in the fall.
3. Teachers employed now, but not returning in the fall.
4. Teachers outside the District.

B. Assignments are for the duration of one (1) summer term only and are subject to reevaluation prior to the next summer's assignment.

Article XIX: Teacher Responsibilities for Supervision of Non-teachers

A. The Administrator will consult with the teacher involved regarding the assignment, duties, and evaluation of an instructional assistant or a volunteer assistant.

Article XX: Effect of Agreement

A. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State Law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

Article XXI: Distribution of The Agreement

Within thirty (30) days of execution of this Agreement, the Board shall produce the Agreement and provide a copy to each teacher.

IN WITNESS whereof, the parties hereunto set their hand the

17th day of August, 2023.

FOR THE BOARD

Dgt. Mors
President

[Signature]
Clerk

FOR THE ASSOCIATION

[Signature]
Representative

Representative