



NORWALK-LA MIRADA
UNIFIED SCHOOL DISTRICT



MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
NORWALK-LA MIRADA
UNIFIED SCHOOL DISTRICT

AND THE

TEACHERS ASSOCIATION OF THE
NORWALK-LA MIRADA AREA

EFFECTIVE

JULY 1, 2021 - AUGUST 31, 2024

NORWALK - LA MIRADA UNIFIED SCHOOL DISTRICT

AND

**TEACHERS ASSOCIATION OF THE NORWALK-LA MIRADA AREA
(TANLA)**

July 1, 2021 – June 30, 2024

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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 Norwalk-La Mirada Unified School District (“District”) and the Teachers Association of the Norwalk-La Mirada Area/California Teachers Association/National Education Association (“Association”), an employee organization.
- B. The specific provisions contained in this Agreement shall prevail over conflicting present and past District practices, procedures and regulations, and over conflicting State Laws to the extent permitted by State Law.
- C. Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall print and deliver to the Association 300 copies of this Agreement and post this Agreement on the District website for access by all certificated staff.
- D. This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024, except for re-openers in the following areas:
 - 1. Both the District and the Association shall have the ability to reopen salary and health benefits and two (2) specific contract articles for amendment by written notification to the other party no later than June 15, of each year.
 - 2. Any programs or changes in State law and/or State funding which is identified as being within the scope of bargaining.
 - 3. Any other Contract Articles that are mutually agreed upon as areas to reopen.
- E. The Master Calendar will be negotiated annually to ensure two subsequent academic years are agreed upon no later than October 1st of each year. In addition, either party may propose revisions annually for the calendar of the upcoming school year.

ARTICLE II: RECOGNITION

A. The District recognizes the Association as the exclusive representative for those certificated employees listed below for the purpose of meeting and negotiating:

- Teachers - Probationary
- Teachers - Permanent
- Teachers - Temporary
- Teachers - Emergency Permit
- Teachers - Waivered
- Teachers - Intern
- Teachers - Pre-Intern
- Teachers - Home
- Teachers - Summer School
- Teachers - On Special Assignment (Non-Administrative)
- Teachers-Alternative Programs
- Title I Resource Teachers
- Counselors
- Librarians
- Adult School Academic & Support Services Provider
- Adult Education Teachers (Full or Part-time)
- Preschool and Head Start Teachers
- Coordinators-Head Start/Preschool
- Preschool/Head Start Nurses
- Special Education School Nurses
- School Nurses
- Inclusion Specialists
- Speech Language Pathologists
- Peer Assistance Teachers
- Media Technician (High School)
- Common Core Coaches
- Math Specialists
- Education Specialist: Special Education

B. Excluded from the bargaining unit are the positions listed below:

- Superintendent
- Deputy Superintendent
- Associate Superintendents
- Assistant Superintendents
- Area Superintendents
- Administrators
- Administrative TOSA
- Directors
- Principals
- Associate Principal
- Assistant Principals

Deans of Students
Supervisors
Coordinators
Project Managers
Project/Program Specialists
Psychologists
Substitute Teachers
Facilitators

- C. In the event that positions are established by the Board of Education which reflect a job title not covered in Section A and B above, and the Association does not agree with the Board's designation as to inclusion in or exclusion from the recognized bargaining unit, an appeal may be made to the Public Employment Relations Board for review and final decision.
- D. Disputes concerning the interpretation of Sections A, B, and C of this Article are not subject to Article VIII, Grievance Procedures, but may be subject to resolution through appropriate Public Employment Relations Board proceedings.
- E. Each year, the District shall make reasonable effort to place qualified bargaining unit members, who apply, into all advertised extra-duty assignments before hiring any persons outside the unit to fill such assignments.
- F. The Board of Education shall not subcontract out to private parties, individuals or businesses, any work heretofore performed by any member(s) of the certificated employee bargaining unit of the school district, except for advertised extra duty assignments as per provision of Article II, Section E of this Agreement. The Superintendent and Association Executive Director may, by mutual agreement, in writing, allow a needed certificated employee position to be filled temporarily from outside the bargaining unit, on a full-time or part-time basis, at a mutually agreeable hourly rate, to provide needed emergency services for students, for no more than sixty (60) calendar days maximum, during which time the District will make every reasonable effort to hire a qualified certificated employee to fill the job position in question.

ARTICLE III: ACADEMIC AND PERSONAL FREEDOM

- A. Academic freedom shall be granted to teachers in the study, investigation and presentation of any facts and/or ideas concerning people, human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility with due regard to the maturity level of the student, District rules and policies, state Curriculum Frameworks, California State Standards, Board-approved curriculum and instructional material, and the laws of the State of California.

- B. The Board of Education, as an employer, is not concerned with the personal life of any teacher, unless it prevents the teacher from performing assigned functions. The citizenship and the teacher's religious or political activities are not grounds for discipline or discrimination with respect to the teacher's professional employment as long as he/she does not violate any local, state, or federal law. The Association recognizes that the Board of Education, as per Board Policy 0402, is committed to equal opportunity for all individuals and does not discriminate on the basis of race, religion or creed, color, national origin, sexual orientation, mental or physical handicap (or disability), or age, in any of its policies, programs, practices, or procedures.

- C. No person, including a pupil, shall use any electronic listening, recording, or video device in any individual teacher's classroom without first receiving the prior consent of both the teacher and the principal of the school. This provision shall not preclude a teacher from using such devices in his/her classroom. The Board of Education shall press for the prosecution, under provision of Education Code Section 51512, of any person, or student, violating this code section.

ARTICLE IV: DEFINITIONS

- A. 'Teachers': refers to all members of the bargaining unit with the exception of Permit Teachers in the sections dealing with calendar and salary and therefore are covered by the terms and provisions of this agreement except as specified in particular Articles of the agreement.
- B. 'School Day': means a day and time during which students are required to be in attendance.
- C. 'Teacher Workday': means a day and time during which teachers are required to be on the job.
- D. 'Teacher Work-year': Teacher work-year will be comprised of 185 total teacher workdays. Total student ADA days 180 and five (5) non-instructional days.
- E. 'Negotiate in Good Faith': means a serious and honest effort on the part of each party to reach agreement.
- F. 'Workday': shall mean any day in which the District Administration Office is open for business.
- G. 'District': shall mean the public school employer and/or the Board of Education.
- H. 'Immediate Supervisor': shall mean that member of the District Management Team who has immediate jurisdiction over a teacher.
- I. "Daily Rate of Pay" means the unit member's annual scheduled salary divided by the number of duty days required by the agreement.

ARTICLE V: MANAGEMENT RIGHTS

- A. The exercise of the following powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms are in conformance with law. It is not the intention of the parties, in setting forth the following rights of management, to detract or diminish in any way the rights of teachers or the Association as set forth in the Agreement.
- B. The exercise of the following powers, rights, authority, duties, and responsibilities by the District is expressly excluded from the provisions of Article VIII, Grievance Procedures. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine whether, when, and where there is a job opening; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; utilize Personnel not covered by this Agreement, including, but not limited to, substitutes, casuals, provisional personnel consultants, supervisory or managerial personnel, to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel.
- C. In addition, the Board retains the authority to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees. Discipline will be in conformity with Education Code 44944.
- D. The District retains its right to suspend the provisions of this Agreement in cases of emergency for the duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District. When an emergency is called, the District will notify the Association of the reasons for the emergency, the expected duration of the emergency, and the specific articles of agreement that are suspended by the emergency. Emergency is a natural or human catastrophe, such as fire, earthquake, flood, active shooter, or large-scale student disturbance.

ARTICLE VI: ORGANIZATIONAL SECURITY

- A. In order to continue the practice that provides for the full-time release of the President of TANLA, the following conditions and procedures shall be continued:
1. The President shall be released from his/her regular duties in the District. The District shall pay the same salary and fringe benefits he/she would have received without the loss of seniority or other rights and benefits. The District shall return the President to the same teaching position and site, if available, or an equivalent position at the completion of his/her term in office.
 2. While serving in the capacity of Association President, the individual remains an employee of the District and is under the direction of the Superintendent or his/her designee, except when performing Association-related duties.
 3. The President shall provide a monthly accounting of his/her workdays to the Assistant Superintendent of Human Resources and shall be responsible to work the number of days required for all members of the certificated bargaining unit under the Master Collective Bargaining Agreement.
 4. TANLA will contribute an amount equal to the daily rate of pay for a long-term substitute for one hundred and eighty workdays to the District to help offset the cost of the release of the President. Such payments will be made in two equal installments; the first of which shall be payable on January 15th, and the second shall be due on June 15th. The District shall provide the Association with an invoice requesting payment at least two weeks prior to the due date for each payment. *Payment to be determined by the following formula: Number of substitute days = 180 multiplied by the Daily Rate for a long-term substitute.* TANLA additionally agrees that these funds shall be allocated to the general fund.
 5. The President shall assume the role of lead person to the District for the Association in all matters related to the Shared Decision-Making (SDM) Program/Professional Learning Communities (PLCs) as a part of his/her assigned duties. He/she shall serve as an official representative of the Association in all matters related to the SDM Program/District PLC.
 6. The President shall, to the degree possible, attend all such functions and meetings as requested by the District as a part of his/her assigned duties. Such meetings may include Superintendent's Cabinet, and other meetings and functions mutually agreed upon by the President and the Superintendent.
- B. Any teacher, other than an Adult School teacher teaching less than ten (10) hours per week, who is not a member of the Association, shall become a member of the Association upon completion of membership form.

The District and the Association agree that any teacher who is a member of the Association at the time the agreement becomes effective, or who enrolls in membership by signing and delivering to the District an assignment authorizing deductions of unified membership dues in the Association during the term of the Agreement, shall maintain such payment of membership dues for the duration of this agreement unless revoked in writing. The member who is covered by the maintenance of

membership requirements may withdraw authorization for dues deduction by officially requesting to drop in writing through the TANLA office. Pursuant to such authorization, the Board shall deduct 1/10 of such dues from the regular salary check of the teacher each month for ten months. Deductions for teachers who signed such authorization after commencement of the school year, shall be prorated to complete the payment by the end of the school year. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal request from the Association to the District, may be increased or decreased without re-solicitation and authorization from the teacher.

- C. The District and the Association shall coordinate a District New Teacher Orientation. The time and date shall be jointly agreed upon by both parties. The orientation shall take place no later than two (2) days before the start of the students' school year. Additionally, the District will pay new teachers the extra pay hourly rate to attend the New Teacher Orientation.
- D. With respect to all sums deducted by the District pursuant to Section B, above, , the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of all bargaining unit members for whom deductions have been made, and indicating any changes in personnel or amount of deductions from the list previously furnished.
- E. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.
- F. The members of the Association assigned to work at any given school site shall be allowed reasonable use of school facilities for the purpose of meetings. When school facilities are to be used by the Association for meetings accommodating teachers from more than one school site, the Association shall be accorded reasonable use of such facilities upon the completion and submission of District Form 8B, Application and Agreement for Use of School Facilities, in accordance with the Civic Center Act. The Administration shall be contacted prior to the request to ensure the availability of facilities.
- G. The Association, through its designated Officers, Professional Staff, and/or Faculty Representatives, shall have freedom to post notices of activities and all other printed matters of Association concern on bulletin boards designated for Association use. The District shall provide at least one bulletin board for such use in each school building in work/lounge areas frequented by teachers.
- H. The Association, through its designated Officers, Professional Staff, and/or Faculty Representatives, shall be accorded freedom to utilize the District's inter-school mail service, and shall be granted access to and utilization of teacher mailboxes located at each school site, for the purpose of distributing printed matter of concern to the Association, and that does not contain endorsements of particular candidates or ballot measures to all teachers. All such materials sent through the District's inter-school mail service and/or placed in teacher mailboxes shall be clearly identified with the Association's name. Only designated Association Representatives shall receive and distribute Association sponsored materials intended for general teacher distribution through mailboxes.
- I. The Association shall have the right to use the District mail service and unit member mailboxes for communication to unit members without interference, censorship, or examination of such communications by the District. The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communication to unit members.

- J. Official representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times. When entering the campus, the site's main office shall be advised.
- K. Names, complete addresses, telephone numbers, date of hire, job titles, contract status, and work locations of all teachers represented by the Association shall be provided to the Association not later than September 1st of each school year. The District shall provide the Association with this entire information for all bargaining unit members at least every ninety (90) days thereafter. Those addresses and telephone numbers formally designated as confidential by an individual teacher through exercise of existing law covering confidentiality of such information shall be deleted from the listing, but in every case the name, job title, and work location of each teacher shall be provided by the District. The District will apprise the Association of all changes in this information which have occurred on at least a monthly basis. All of the above information for new hires shall be provided to the Association within thirty (30) days of hire.
- L. The District shall notify the Association within ten (10) workdays of any California Public Records Act request for personal, non-District contact information, or personnel file records of a unit member.
- M. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for Association sponsored programs, annuities, credit unions, charitable donations, or any other programs jointly approved by the Association and the District.
- N. Upon appropriate written authorization from an individual teacher, the District shall deduct from the salary of any such teacher and make appropriate remittance within twenty-two (22) calendar days to the Association voluntary contributions to the Political Action Committee of the National Education Association.
- O. A procedure shall be implemented which will allow a teacher to authorize payroll deduction for payment of insurance program plan premiums to California Casualty Insurance Company.
- P. The Association's office, if located within five (5) miles of the District's Administration Building, shall be provided inter-district telephone service, consistent with past practice, through the school district's central switchboard at an annual cost to the Association of \$184.00. *Note: The District agrees to provide the same telephone system in the TANLA Office with all operating features provided on the Superintendent's office telephones.
- Q. The District shall provide inter-school mail pickup and delivery service between the Association Office, if located within five (5) miles of the District's Administration Building, and all school sites and Administrative Offices of the District, at an annual cost to the Association of \$287.
- R. The Association shall be provided at no cost up to sixty (60) days of release time per year to be used by the local chapter officers and/or members of the Association for District and/or Association business. Prior to using any of the days, local chapter officers or agents must contact the Division of Human Resources at least forty-eight (48) hours in advance to request a substitute.
- S. Monday of each week shall be established as Professional Association Meeting Day for teacher

involvement in Association activities, and/or meetings. Teachers shall be allowed to leave their school or site premises immediately after the end of their respective student instructional day to participate in Association activities. Only under unusual circumstances will any administrative or in-service training school site meeting be held on Mondays. All such District meetings shall be approved in advance by the District Superintendent, and the Association notified as far in advance as possible.

ARTICLE VII: NEGOTIATING PROCEDURES

- A. The District and the Association shall submit its initial proposal for a successor agreement to the Board of Education no later than June 15th of the year this Agreement expires, unless otherwise mutually agreed to by both parties. By mutual agreement, the District and the Association shall meet and negotiate in good faith over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement. Both the District and the Association shall have the ability to reopen salary and health benefits and two (2) specific contract articles for amendment by written notification to the other party no later than June 15th, of each year. The agreement reached between the parties shall be reduced to writing and signed by them.
- B. During negotiations, the District and the Association shall present data and exchange information relative to their respective positions. The District representatives agree to keep the Association fully informed on aspects relating to the development of the District's fiscal budget each year. The District agrees to share with the Association enrollment projections, preliminary budget, monthly budget summaries, budget publications, such County and State reports as the District prepares and the Association may request, and any other information of the District which will help facilitate negotiations. No later than October 10th, the Board shall furnish the Association with the placement of teachers on their respective salary schedules as of the September payroll period.
- C. Either party may utilize the services of outside consultants and/or professional representatives to help facilitate the negotiations process. Said consultants and professional representatives shall be reimbursed by the respective parties seeking such service.
- D. The representatives appointed by each party shall have the power to negotiate for that party and to make tentative and temporary agreement. However, the final agreement shall be contingent upon ratification by the Board of Education of the District and the Association.
- E. The District shall provide reasonable release time for negotiations for five (5) members, excluding the TANLA President.

ARTICLE VIII: GRIEVANCE PROCEDURES

- A. A grievance by a teacher, a group of teachers, or the Association is a formal written allegation involving any alleged violation, misinterpretation or misapplication of any specific provision of the Agreement and that by reason of such violation, misinterpretation or misapplication, rights have been adversely affected.

Informal Conference:

Before filing a formal Level One written grievance, the grievant shall attempt to resolve his/her concern with an informal conference with the immediate supervisor, or in the Association's case, at the level where the alleged grievance occurred, within forty-five (45) teacher workdays after the event or within forty-five (45) teacher workdays of the time the grievant should have known of the event giving rise to the grievance. The immediate supervisor or the person with whom the informal conference was requested, shall hold a meeting to address the concern within five (5) workdays of the conference. A response to the grievance shall be provided within five (5) workdays after the meeting.

LEVEL ONE (Immediate Supervisor):

- A. If the Informal Conference does not resolve the concern, the grievant may file a formal Level One written grievance. The grievance must be submitted in writing to the grievant's immediate supervisor or in the Association's case, to the level where the alleged grievance occurred, within ten (10) teacher workdays after receiving a response from the informal conference or absent a response within fifteen (15) teacher workdays after the informal conference meeting.
- B. A conference to address the Level One grievance shall be held within ten (10) teacher workdays of receipt of the grievance. The grievant and the immediate supervisor shall be in attendance. The grievant also has the right to TANLA representation. In the event that the grievant chooses to invite a TANLA representative other than a local site representative, the immediate supervisor may invite a second administrator. In the case of an Association grievance, except by mutual agreement, only the Association's designated representative and one Administrator shall be in attendance.
- C. The immediate supervisor, in the case of a teacher originated grievance, or the Administrator dealing with an Association originated grievance will give his/her written answer to the grievant or the Association respectively by the end of the tenth (10th) workday following the Level One conference. If no response is forthcoming within ten (10) teacher workdays, the grievance may be forwarded to Level Two (Formal Appeal to Superintendent or Designee).

LEVEL TWO (Formal Appeal to Superintendent or Designee)

- A. If the grievance is not resolved at Level One, the grievant may, within ten (10) teacher workdays after the date of decision at Level One, or within twenty (20) teacher work-days from the date of the Level One conference, if no decision is rendered, request a review by the Superintendent and/or his/her designee(s) by formally filing a grievance with the Grievance Officer on an official District Grievance Form. The appeal shall include a written copy of the

grievance, the response, if any, and a statement of the reasons for the appeal.

- B. The Superintendent and/or his/her designee(s) to whom the appeal is being made shall: (1) hold a conference with the grievant within ten (10) teacher work-days after receiving the appeal; (2) obtain additional information as is deemed appropriate; and (3) within ten (10) teacher work-days after the conference with the grievant, summarize his/her findings and his/her decision in writing and submit copies to the grievant, the representative of the grievant's own choosing, if any, and the grievant's immediate supervisor. If no response is forthcoming within ten (10) teacher workdays, the grievance may be forwarded to Level Three.

LEVEL THREE - (Mediation)

- A. If the grievance is not resolved at Level Two, the grievant may, within ten (10) teacher workdays from the decision at Level Two, or within twenty (20) teacher workdays from the date of the conference at Level Two, if no decision is rendered, appeal the grievance to the District Grievance Officer, requesting, in writing, mediation of the grievance. In this event, the District Grievance Officer, shall within ten (10) teacher workdays of the date of the receipt of the request, submit to the State Mediation & Conciliation Service a written request for immediate services of a mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. The fees and expenses, if any, of the mediator shall be equally shared by the District and the Association. All other expenses, except for reasonable release time of the grievant and his/her representative, shall be borne by the party incurring them. Except for release time as provided by the law.
- B. At the outset of this process the parties to the grievance shall submit to the mediator copies of all documents completed in conformance with the requirements at each previous grievance level.
- C. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties of the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.
- D. The District and the Association have agreed that this level (Mediation) may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within five (5) teacher workdays following the Level Two grievance mediation either party may appeal the grievance to the next step (Arbitration).
- E. The mediation process is confidential. The opinions of the mediator and the statements made by the grievant and the District during mediation may not be offered as evidence in any subsequent arbitration.

LEVEL FOUR - (Arbitration)

- A. If a grievance is not resolved at Level Three, the grievant may request within ten (10) teacher workdays of the conclusion of mediation that the Association submit the grievance to

arbitration. The Association shall notify the Superintendent or his/her designee in writing within ten (10) teacher workdays after the receipt of the request from the grievant that the grievance has been submitted for arbitration. The Association has the discretion to reject any grievance submitted by a member for arbitration.

- B. The arbitrator shall be mutually selected by the two parties within five (5) teacher workdays after such notice is given. If the two parties fail to reach agreement on the choice of an arbitrator within five (5) teacher workdays, The State Mediation & Conciliation Service shall be requested to supply a list of five (5) names of people who are experienced in public school arbitration. Within five (5) teacher workdays after receipt of the list of names, each party will alternately strike from the list until only one name remains. The order of striking shall be determined by a flip of a coin. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator only after he/she has had the opportunity to hear the merits of the grievance. By mutual agreement between the parties expedited arbitration procedures may be used.
- C. 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/her findings which shall be final and binding on the parties.
- D. The fees and expenses of the arbitrator shall be equally shared by the District and the Association. All other expenses, except for reasonable release time for the grievant and/or his/her representative, shall be borne by the party incurring them and neither party shall be responsible for the expense of the witnesses called by the other, except for release time as provided by law.
- E. Powers of the Arbitrator are subject to the following limitations:
 - 1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2. The Arbitrator shall have no power to establish the structure of the salary schedule.
 - 3. The Arbitrator shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board unless such practice, rule or action directly relates to a provision of this Agreement.
 - 4. The Arbitrator shall have no power to interpret State or Federal law unless such law is part of this Agreement.
 - 5. The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
 - 6. The Arbitrator shall have no power to expand the scope of negotiations.

GOVERNING REGULATIONS

- A. The Arbitrator may hear and determine only one grievance at a time filed by a teacher, group of teachers, or the Association, filing a common grievance unless the District agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

- B. The grievant, if desired, may be represented by an Association representative at all meetings and hearings.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the grievant to proceed to the next level. The time limits specified on any level of this procedure may be extended, in a specific instance, by mutual agreement. Failure by the grievant to process the grievance within the timelines shall cause the grievance proceedings to cease with the solution being the last administrative decision.
- D. Nothing contained herein will be construed as limiting the right of any teacher alleging a grievance to discuss the matter informally with any appropriate number of the administration and to have the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given an opportunity to be present at such adjustment and to share its views.
- E. Time limits shall consist of teacher workdays except that when a grievance is filed subsequent to May 15, and prior to the end of the school year, the time limits shall be regarded as calendar days. When processing grievances during the months of July and August, due regard shall be given to the availability of personnel to assure that proper filing and processing of grievances occurs. Any time limits affected by Winter or Spring breaks will be extended by ten (10) teacher workdays.
- F. Time limits are defined as the day following the filing of the grievance, the reply to the grievance, the holding of a conference, the receipt of a reply to a conference, etc.
- G. No reprisals of any kind will be taken by the District or by any member of representative of the administration or the Board against any grievant or any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.
- H. All documents, communications and reports dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
- I. Forms and other necessary documents for filing grievances, shall be prepared jointly by the District and Association and given appropriate distribution as to facilitate operation of the grievance procedures.

ARTICLE IX: EVALUATION PROCEDURES OF TEACHERS

A. PURPOSE OF THE EVALUATION PROCESS

The primary purpose of evaluation is to recognize commendable practices and to assist the teacher with the improvement of instruction and effective management of students. The evaluation process is intended to provide the teacher with careful, objective, and systematic assessment of teacher competence and effectiveness in relation to instructional methodology, adherence to the California State Standards, and District's recorded curriculum.

B. FREQUENCY OF EVALUATION

To provide an orderly procedure for the ongoing process of improving instruction and assessment of performance, evaluation shall be conducted according to the following schedule:

1. Non-Permanent teachers and non-teaching personnel shall be evaluated twice a year. The first evaluation shall be completed prior to the Winter Recess and the second evaluation shall be completed and provided to the teacher not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a). Each evaluation shall have a required minimum of two observations.
2. Teachers and non-teaching personnel with permanent status shall be evaluated at least once every three years, unless they qualify for evaluation consideration pursuant to Article IX, section 3a-e, or are working under the provisions of a Performance Action Plan in which case the permanent teacher shall be evaluated every year until the level of performance has improved to the extent they are no longer on a Performance Action Plan. Each evaluation shall have a required minimum of two observations. The evaluation shall be completed and provided to the teacher not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a). Some federal and state programs may require evaluations more often.
3. Unit Members with permanent status who have
 - a. been employed at least ten (10) years with the school district, and
 - b. are highly qualified, as defined in 20 U.S.C. Sec. 7801, and
 - c. who have the appropriate English Learner Certification, and
 - d. whose previous evaluation rated the employee as proficient or exceeding standards...

shall transition to the 5-year cycle. In the event that a unit member no longer meets the above criteria or the administrator identifies a performance concern during the 5-year cycle, the administrator may elect to evaluate the unit member and move the unit member back to a regular evaluation track. The administrator will provide the specific performance concern(s) in writing to the unit member.
4. The District shall not complete the formal evaluation process for any teacher whose resignation/retirement request has been accepted by the Board of Education or designee.

C. EVALUATION PROCEDURE

1. It shall be the responsibility each year, for the evaluator to formally meet with all evaluatee(s) being evaluated that year, under his/her supervision, to explain the District's evaluation policy, procedures, education policy, and philosophy. Such meetings shall be held between the parties prior to the conference required by this Article, Section D2 below. A written record will be maintained by the evaluator verifying this meeting was held and shall be signed and dated by the teacher(s) in question being evaluated and shall be distinguished as separate from the meeting records verifying staff in-service relevant to required "Annual Notices". All materials distributed at this meeting shall be attached to this written record of the meeting. Such meetings shall be held during the first thirty (30) teacher workdays of each new school year.
2. Non-Permanent teachers and non-permanent non-teaching personnel shall be evaluated under the provisions of the regular evaluation track in every case.
3. Permanent teachers and permanent non-teaching personnel, who have completed two or more successful and sequential performance evaluations (where all six categories of the evaluation instrument were rated "Proficient") shall be allowed to subsequently elect (with the approval of the site principal) whether to be evaluated under the provisions of either the Regular Evaluation Track or an Alternative Evaluation Track.
4. Prior to being visited by another teacher, the receiving teacher shall be notified and approve the visit. The approval shall be documented on a form mutually developed by the District and Association (Appendix Q: Walk Through/Classroom Visitation Form). Completed forms will reside at the school site in a file in the principal's office.
5. Self-evaluation shall be encouraged in all areas of certificated assignment but shall not be included in the formal evaluation process unless the teacher in question has elected to use the Alternative Evaluation Track and it requires the use of a self-evaluation instrument.

D. STULL OBJECTIVES (Applies to both evaluation tracks)

1. Every teacher is required to write a reasonable number of Stull Objectives each school year whether an evaluation is conducted that year or not. Said objectives shall be reduced to writing and turned in to the site administrator or his/her designee each school year.
2. Every school year objectives and standards of performance shall be established for all teachers including those not in the evaluation cycle. A meeting between the evaluatee(s) and evaluator regarding these objectives and standards shall take place each school year. Such meetings shall be held no later than the first thirty (30) teacher workdays of each new school year for permanent and non-permanent teachers. Each teacher evaluated shall have the opportunity to participate in establishing the objectives and standards of performance, related to the teacher's position and assignment, upon which formal evaluation shall occur. If the objectives cannot be mutually agreed upon, an appeal relating to these differences may be written by the teacher and submitted to the Superintendent or his/her designee for final resolution after a meeting with the parties has been held.

3. All teachers shall be evaluated on one (1) required adjunct duty each school year, as agreed to by the individual teacher and his/her respective principal or administrative evaluator which may include participation on a District, school site or Association committee (i.e., elected representatives to TANLA's Rep. Council or Executive Board), written up as a behavioral objective at the beginning of each school year.
4. Teachers serving in more than one school would only be required to be evaluated on the basis of an adjunct duty at no more than one (1) site.

E. USE OF PUBLIC CHARGES IN EVALUATION (Applies to Both Evaluation Tracks)

As per Board Policy 1340, a negative and/or unsatisfactory evaluation of a teacher shall not be predicated upon information or material of a derogatory or critical nature which has not been reviewed and processed within the District's adopted policies and regulations for processing a complaint against a teacher and the complaint has been found to have merit and substance in fact.

F. SERIOUS SITUATIONS BETWEEN EVALUATIONS (Applies to Both Evaluation Tracks)

In the event a situation arises during an evaluation time period that is serious enough to warrant immediate attention, the evaluator shall make a written report of the incident to be filed in the official personnel file of the teacher. The teacher shall have the right to prepare an appropriate memorandum of rebuttal to said written report, and it shall also be included in the official personnel file of the teacher.

G. REBUTTING DEROGATORY INFORMATION (Applies to Both Evaluation Tracks)

A teacher may submit a written response (rebuttal) to the evaluator's statements made on any written observation report, conference report, or official evaluation. Said response (rebuttal) shall be filed within one-hundred twenty (120) teacher workdays from the date on the observation report, conference report or evaluation report being responded to (rebutted) and attached to the report or evaluation and shall be placed in the teacher's official personnel file retained by the Division of Human Resources.

H. EVALUATION CONFERENCE (Applies to Both Evaluation Tracks)

The official evaluation shall be discussed in a conference between the evaluator and the evaluatee. The teacher shall receive a copy of the evaluation instrument. The evaluatee may submit a written response to the evaluator's statement(s) on an evaluation at any time. The response will be attached to the evaluation and retained in the teacher's file in the Division of Human Resources. The evaluatee shall sign the evaluation report. The signature does not necessarily indicate that the teacher endorses or agrees with the content of the evaluation.

I. REGULAR EVALUATION TRACK PROCEDURES

1. Data to facilitate formulation of the above standards of performance shall be secured through a number of procedures including, but not limited to: classroom observations, formal conference, personal observations, and other information considered of value in making an objective

evaluation or an alternative path, such as portfolios, exhibitions, projects, and presentations. The evaluation shall have factual basis.

2. The following minimum standards for classroom observation shall be established:
 - a. All permanent teachers being evaluated shall have at least one scheduled and one unscheduled observation and such follow-up conferences as are necessary prior to any evaluation report. A sign-up list will be provided for scheduled observations for permanent employees. Failure of a permanent employee to sign-up may result in an unscheduled observation.
 - b. All first-year non-permanent teachers shall have a required minimum of two (2) observations prior to each evaluation report.
 - c. Second-year non-permanent teachers shall have two (2) observations prior to the evaluation due by Winter Recess. If no areas are cited as less than satisfactory on the first evaluation report, then only one (1) observation shall be required prior to the completion of the final evaluation report which shall be completed and provided to the teacher not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a).
 - d. Third year and beyond non-permanent/non-probationary teachers shall follow the same regular evaluation process as permanent teachers inclusive of the five (5) year and POP options.
 - e. If the initial observation indicates potential non-retention of an employee, then the principal will return to a minimum of three (3) observations for each evaluation on those employees.
 - f. Each observation shall be no less than twenty (20) minutes in duration to help provide the evaluator with sufficient data to make contributions to the evaluation. The beginning and ending times of each such observation shall be clearly marked on the Report of Observation Form by the evaluator.
 - g. Any formal written record of the observation, and any required follow-up conferences together with commendations and recommendations shall be made on forms mutually developed by the District and the Association. The forms shall be incorporated into the Master Agreement.
 - h. The evaluatee shall be given a copy of the written record of the observations within five (5) working days of the observation. Written observation reports shall be dated and signed by both the evaluator and evaluatee.
 - i. Any negative formal observation which cites deficiencies or weaknesses shall be followed by a related conference between evaluator and evaluatee within fifteen (15) teacher workdays of the observation. Extensions will be allowed on a day-to-day basis when either the evaluator or evaluatee is on an authorized absence from the District. A conference summary shall be written on the "Report of Conference Form Related to an Observation" as a result of

that conference with input solicited from the evaluatee in the development of a personal assistance plan. The written conference report shall be dated and signed by both the evaluator and evaluatee.

- j. If new or additional deficiencies or weaknesses are cited on any written classroom observation report and written conference report, the evaluator shall make specific suggestions on the report for improvement of deficiencies and/or weak areas cited on the report(s) and shall allow at least ten (10) teacher workdays prior to official evaluation for improvement by the teacher. The evaluator, in collaboration with the evaluatee, shall provide in writing plans for personal and resource assistance in a reasonable effort to help the teacher improve.
- k. Evaluation may involve more than one evaluator. The Principal of the school shall be responsible for and have final authority in the evaluation of teachers assigned to his/her school and shall show evidence of same by personally reviewing and signing all evaluation forms. Only certificated administrators shall evaluate.
- l. No teacher shall be involved in the evaluation process of another teacher or be required to provide any administrator with information relative to another teacher's competency skills in the classroom.
- m. An official evaluation shall cover a defined period of time. The evaluation form shall provide specific date references for the period of time being evaluated. At least twenty (20) teacher workdays must elapse between all official evaluations. The official evaluation shall be based on dated observation and conference reports. Said dated observation and conference reports shall be referenced on the evaluation form and shall be available to document any deficiencies or weaknesses cited on the evaluation report. No assessments of "Needs to Improve" or "Unsatisfactory" shall be introduced in writing on a teacher's evaluation form which have not first been formally called to his/her attention in written observation and written conference report(s). No less than ten (10) teacher workdays shall be allowed from the date of the written observation and written conference report where the deficiency is first noted, and the date of the next evaluation when the deficiency is formally cited, to allow for proper correction of said deficiency. Factors, either positive or negative, that affected the achievement of the stated objectives shall become a matter of written record on the evaluation form.
- n. If an "N" or "U" is noted on the official evaluation, the evaluator, with input solicited from the evaluatee, shall, following the issuance of the evaluation, develop a written Performance Action Plan for the purpose of assisting the teacher to improve. The Performance Action Plan shall then be attached to the evaluation and shall contain specific suggestions for improvement of deficiencies and/or weak areas cited on the evaluation and shall allow reasonable time prior to the next official evaluation for improvement by the teacher. The Performance Action Plan shall be signed by both parties within five (5) teacher workdays from the date cited on the evaluation form leading to the development of the plan. Should the evaluatee refuse to provide input in the action plan, the evaluator shall then be authorized to develop said plan, including a written explanation stating the evaluatee formally refused/declined participation. Should the evaluatee or evaluator be absent from work on

one or more of the five (5) teacher workdays immediately following the date cited on the evaluation form, then the five (5) day time line shall be extended one day for each day of absence. The Performance Action Plan shall contain:

1. Areas where improvement is needed.
2. A minimum of two (2) examples for improvement.
3. Additional resources to be utilized to assist with improvement, if any.
4. Evaluator's role in assisting the evaluatee.
5. Techniques for measurement of improvement.

Any Performance Action Plan that results from a rating of "N" or "U" on the teacher's evaluation shall be developed and signed by both the rating administrator and teacher and implemented within five (5) teacher workdays from the date cited on the evaluation leading to the development of the Performance Action Plan. This five (5) teacher workday administrative deadline shall be extended one day for each day during the five (5) day period that a teacher is away from his/her work site on sick leave, or the teacher in question has declined, for any personal reason, to meet with the administrator on an appointed day, within the five (5) day period, to develop, sign, and implement said Performance Action Plan. The administrative deadline shall also be extended one day for each day during the five (5) day period that a rating administrator in question is away from his/her work site on sick leave.

J. ALTERNATIVE EVALUATION TRACK PROCEDURES

1. After a permanent teacher or non-teaching personnel who has completed two or more successful and sequential performance evaluations (where all six categories of the evaluation instrument were rated "Proficient") the individual evaluatee may elect, with the approval of the site principal, to pursue an alternative evaluation track, called the Professional Options Plan (POP). If a principal declines, the Assistant Superintendent, Human Resources, or designee, and TANLA President, or designee, will determine a viable solution.
2. The POP is a process that is employee-centered, encourages peer sharing and support and includes voluntary self-assessment and goal-setting. The administrator and teacher share the joint responsibility for developing the POP. Any projects must align with District goals, standards, and objectives.
 - a. Each permanent teacher and permanent non-teaching person shall first decide whether they wish to be evaluated under the Professional Option Plan procedures. The evaluator shall provide the teacher or non-teaching person with a district developed form to sign and date indicating their wish to be evaluated through the Alternative Evaluation Track procedures.
 - b. Each teacher shall privately complete the District-provided Teacher Self-Appraisal Guide to prepare to participate in the end-of-the-year assessment of the POP.

- c. In addition, each permanent teacher electing to use POP during the school year shall agree to use the District-provided draft document entitled, "What All Teachers Should Know And Be Able to Do" and the draft Professional Teaching Standards for their subject area/grade level, if available, to assist in formulating professional growth goals for the school year.
- d. Prior to the initial participation in POP the permanent teacher or non-teaching person, will attend a District provided information training session, for no more than one hour, after school, at a central location, on one day. This information training session will occur during the first twenty (20) student instructional days of each new school year.
- e. On or before the thirtieth (30) student instructional day of the school year, the permanent teacher or non-teaching person and the supervisor will cooperatively establish the evaluatee's annual goals, reducing them to writing, mutually dated, and signed by both parties. The District will provide the form for accomplishing this task.
- f. No later than thirty (30) student instructional days prior to the final student day, the evaluatee and the evaluator shall meet to analyze and discuss employee-gathered-data related to the accomplishment of the established annual goals.
- g. The rating evaluator may, following the meeting in Section J, 2, f, above, decide to move the permanent teacher or non-teaching person back to the Regular Evaluation Track Procedures for the successive school year. This decision, if made, must be communicated to the evaluatee, in writing, no later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a).
- h. POP shall not be used as a basis for determining that a permanent teacher's or non-teaching person's overall performance is unsatisfactory nor as a probable cause for non-renewal of an employee contract under applicable law. Information from the Professional Options Plan may not be used as a basis to determine if a permanent teacher's or non-teaching person's performance is unsatisfactory in subsequent evaluations done under the provisions of the Regular Evaluation Track Procedure.

K. FILING OF EVALUATIONS

Evaluation reports shall be retained in the Division of Human Resources as confidential material and filed in the personnel folder of the individual teacher.

L. PROCEDURAL CALENDAR FOR EVALUATIONS

The Division of Human Resources shall develop and distribute to certificated personnel responsible for evaluation, a procedural calendar which shall provide, but not be necessarily limited to, specific deadlines for evaluation. A copy will be provided to the Association.

Extensions shall be allowed on a day-to-day basis when either the evaluator or evaluatee is absent from the District.

M. NON-PERMANENT TEACHERS

1. The first official evaluation shall be completed before the winter recess.
2. The final required official evaluation for a non-permanent teacher not being recommended for reemployment shall be completed not later than March 15. If the teacher is assigned to the school at such time that the conditions of Part 1, immediately preceding cannot be met, only one evaluation will be required by March 15 in order to substantiate a recommendation of non-reemployment. The deadline for persons covered in the preceding sentence may be adjusted in accordance with provisions of the Education Code and this Agreement.
3. The two required evaluations for each second-year probationary teacher must be completed not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a). Recommendations for each second-year probationary teacher relative to reemployment must be made and provided to the teacher not later than March 15.
4. The final written evaluation conference and written evaluation for non-permanent teachers who are being reemployed shall be completed and provided to the teacher not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a).
5. A non-permanent teacher assigned to a school or District department after the beginning of school and who is recommended for reemployment must be evaluated twice, if possible, under the time schedule that is required by law and this Agreement. If two evaluations are not possible, one must be held if the teacher has been in the assignment for forty-five (45) calendar days prior to the date school is dismissed.
6. First and second year probationary employees may be dismissed during the school year for unsatisfactory performance determined pursuant to Article II, Recognition (commencing with Education Code Section 44660), or for cause pursuant to Education Code Section 44932. Any dismissal pursuant to this section shall be in accordance with all of the following procedures:
 - a. The Superintendent of the District or the Superintendent's designee shall give 30 days prior written notice of dismissal, not later than March 15 in case of second year probationary employees. The notice shall include a statement of the reasons for the dismissal and notice of the opportunity to appeal. In the event of a dismissal for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.
 - b. The employee shall have 15 days from receipt of the notice of dismissal to submit to the Governing Board a written request for a hearing. The Governing Board may establish procedures for the appointment of a hearing officer to conduct the hearing and submit a recommended decision to the Board. The failure of an employee to request a hearing within 15 days from receipt of a dismissal notice shall constitute a waiver of the right to a hearing.
 - c. The Governing Board may suspend a probationary employee for a specified period of time

without pay as an alternative to dismissal pursuant to this section.

N. PERMANENT TEACHERS

Each permanent teacher shall be evaluated in writing by an evaluator at least once every three years except as specified in Article IX, B.3.

1. The evaluation and any conference related to the evaluation for permanent teachers and non-teaching personnel who are required to be evaluated during a particular school year shall be completed and provided to the employees not later than thirty (30) calendar days before the last school day scheduled on the Master Calendar of the evaluation year, per Ed Code 44663(a).
2. Any permanent teacher and non-teaching personnel to whom, on an official evaluation, is given an "N" or "U" shall be given a Performance Action Plan and evaluated each year thereafter until the level of performance reaches the District standard.

O. ADULT EDUCATION TEACHERS

1. Contract (full-time) Adult Education Teachers shall be evaluated as prescribed throughout the provisions of this article.
2. Other Adult Education School members of the certificated employee bargaining unit (part-time teachers assigned more than ten (10) but less than twenty-five (25) instructional hours per week), will be evaluated once every other year following their first two (2) years of employment on a part-time basis, as prescribed throughout the due process provisions of this article.

ARTICLE X: PERSONNEL FILES

- A. The official personnel files for teachers shall be maintained and stored in the Division of Human Resources. Materials related to evaluation not properly placed into a teacher's official personnel file shall not be utilized in any discipline procedure against the teacher or retained in the personnel file.
- B. Any rating, reports, records, or other materials to be placed in a teacher's official file must be dated, signed, and submitted by the author to the Division of Human Resources, for inclusion in the teacher's official personnel file, within ten (10) teacher workdays from the date on the material to be included in the file.
- C. Every teacher shall have the right to inspect ratings, reports, records, and all other materials placed in his/her official personnel file which may serve as a basis for affecting the status of his/her employment, except as follows:
 - 1. Materials, such as ratings, reports, or records which were obtained prior to the first date of District service.
 - 2. Materials prepared by identifiable examination committee members.
 - 3. Materials which were obtained in connection with promotional examination.
- D. This inspection of an official personnel file shall be made at a time other than during the teacher's regular working hours and shall be during the normal business hours of the Division of Human Resources. Upon written authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in her/his review of the file.
- E. Materials contained in official personnel files may not be taken from the Division of Human Resources. Reproductions of the materials in the file shall be made by the Division of Human Resources for the teacher or his/her designated representative, within 24 hours, upon formal request of the teacher in writing. During the term of this Agreement, each teacher may receive a maximum of three (3) reproductions at no cost.
- F. The official personnel file will be made available to a teacher only upon authorization of the Superintendent or authorized employees assigned to the Division of Human Resources. Exempt materials referred to in Section C of this Article will be removed by said Administrator prior to the teacher's inspection. The administrator will verbally identify for the teacher wishing to review his/her official file the nature of any item being removed from the official personnel file, prior to the teacher's inspection of the file, without revealing the informational content of the item(s) being removed.
- G. With the exception of written responses or reactions to evaluations or information of a derogatory nature, no materials shall be inserted into or removed from an official file except upon approval of the Superintendent or an Administrator in the Division of Human Resources.
- H. No information of a derogatory nature that directly affects an employee's evaluation shall be placed in the official personnel file until the employee has had a reasonable written notice and an opportunity to respond. Prior to placing item(s) in the personnel file, reasonable cause shall exist to

believe that the information has a factual basis. With the exception of evaluation related observation and conference reports, all other materials to be placed in an employee's official personnel file must be dated and signed by both parties within ten (10) teacher workdays of the occurrence of the situation being cited, or within ten (10) teacher workdays of the date the immediate supervisor first became aware of the situation being cited. Derogatory materials not properly placed in the official personnel file shall not be utilized in any discipline procedure against the employee or retained in the official personnel file.

Any response by the employee to be placed in the official personnel file shall be submitted for attachment to the material(s) being rebutted for inclusion in the official personnel file, no later than one-hundred twenty (120) teacher workdays after receipt of the derogatory material(s) by the employee.

- I. The teacher shall have the option of reviewing the derogatory material in the Division of Human Resources during regular business hours, or upon written request, the Division of Human Resources will send the teacher a copy of the derogatory information in question for his/her examination within ten (10) teacher workdays.
- J. A teacher who wishes to review and comment on derogatory information during working hours must make proper arrangements with his/her principal or supervisor before leaving his/her workstation. The principal or immediate supervisor will work in a positive manner to assist a teacher seeking the opportunity during working hours to review derogatory materials contained in his/her personnel file.
- K. The contents of all official teacher personnel files shall be kept in the strictest confidence. The District will restrict access to official teacher personnel files to the individual teachers involved, the Superintendent, and such administrators as the Superintendent designates on a strict need-to-know basis. The Board of Education or a member of the Board authorized by the Board may review the personnel file of a specific teacher, as needed, regarding personnel matters.
- L. All transcripts that are required by the District shall be returned to the teacher within ten (10) teacher workdays upon his/her written request following the District's usage. The District reserves the right to require an official transcript in specific cases (i.e., audit for proper scale and step placement and/or verification of degrees).
- M. Disciplinary action in the form of a dismissal shall be processed in accordance with the Education Code procedures and shall not be the basis of a grievance.

ARTICLE XI: SAFETY CONDITIONS OF EMPLOYMENT

- A. District Management and the Board of Education shall be jointly responsible for furnishing and maintaining conditions of employment that are free of hazards that are causing, or are likely to cause accident, injury, or illness to teachers. The District's Occupational Health and Safety Program will comply with requirements of the Regulations of Cal/OSHA California Regulations, Title VIII.
- B. A teacher shall report in writing any observed unsafe working conditions to his/her immediate supervisor. The immediate supervisor shall route the report through established District procedures for corrective action.
- C. The District shall make every reasonable effort to see that teachers shall not be required to perform tasks or work under conditions which endanger their safety.
- D. The District shall take reasonable steps to provide adequate security to ensure the safety of teachers. Each school shall develop a written site plan which shall provide for staff security at all times. Copies of each school site's written security plan shall be made available to the Association, by a respective site administrator, upon request by the Association.
- E. A teacher, while serving within the responsibilities of his/her duties, may use reasonable force to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects within the control of another person.
- F. Within legal limitations, the District shall give legal support and other assistance as described in this paragraph for any assault or battery upon the teacher while acting in the discharge of his/her duties.
 - 1. Teachers shall immediately report an assault or battery suffered by them in connection with their employment to their principal or immediate supervisor and may file a formal police report.
 - 2. The District shall notify the teacher of its readiness to assist the teacher, upon request, as follows:
 - a. By obtaining from policy relevant information as may be released concerning the accused.
 - b. By providing the teacher with representation in court appearances, and by acting in appropriate ways as liaison between teacher, immediate supervisor, police, and the courts.
 - 3. When absence arises out of or from such assault or injury, the teacher shall utilize industrial accident/injury leave in accordance with provisions of law.
 - 4. Health and Welfare Benefits and/or Leave Benefits derived under this, or subsequent agreements, shall continue in accordance with this Agreement.
- G. As permitted by law, the District shall insure any teacher, at no cost to the teacher, against all or any part of his/her liability for injury resulting from an act or omission in the scope of his/her employment.

- H. The District shall reimburse teachers to a maximum of five hundred dollars (\$500.00) per incident for any loss, damage or destruction of personal equipment of the teacher, used for instructional purposes in the classroom, unless such damage is due to negligence on the part of the teacher. To be eligible for reimbursement, a teacher must complete a District form, at the time the article is brought to school, accurately describing the item, its intended instructional use, and the specific dollar figure of its current replacement value. Claims must be submitted on a form provided by the District within thirty (30) days of the date of the loss. No reimbursement shall be made for mysterious disappearances (unrelated to reported vandalism/theft), accidental damage, or any other loss suffered because of lack of supervision by the owner. Items may not be left over the summer period.
- I. The District shall provide for the payment of the costs of replacing or repairing personal property of the teacher, when any such property is damaged in the line of duty without negligence on the part of the teacher. Personal property is defined as eyeglasses, clothing, and watches only and specifically excludes automobiles or other personal property. The District shall not pay on items of less than twenty-five dollars (\$25.00) with the maximum payment for any loss of three hundred fifty dollars (\$350.00). The District shall not be financially responsible for any part of eyeglass losses reimbursed by an insurance carrier, District authorized and paid, in part or in full, by District funds. Claims must be submitted to the Business Office within ten (10) workdays after the incident and be verified by the immediate supervisor. The District shall not cover any loss of personal property for which the employee has made a duplicate claim for that same loss of any applicable personal insurance carrier (e.g., Homeowner's, etc.).
- J. District Management shall ensure that there is reasonable access to adequate first-aid kits at each school site. The kits shall be maintained in designated locations at each school site.
- K. Damage to a teacher's purchased and owner-driven automobile due to vandalism shall be paid if the site administrator has reasonable cause to believe that the damage occurred on the school site. Vandalism shall include, but not be limited to slashed/stolen tires, stolen batteries, stolen auto parts which renders the vehicle inoperable, or broken windows and mirrors. The District shall reimburse the teacher for up to a maximum of nine hundred twenty-five dollars (\$925.00) per each incident, providing a police report is filed and appropriate District forms are completed and submitted within ten (10) workdays of the incident. A teacher is limited to two (2) claims per year. All repairs must be made and claims for reimbursement submitted to the Business Office within twelve (12) calendar months following approval of a claim.
- L. Information regarding Worker's Compensation will be available upon request from the Risk/Safety Management Office, Extension 2113.
- M. After required due process has been provided students, a teacher may suspend, for good cause, any pupil from his/her class for the day of the suspension and the day following. In such instances the following procedure shall be observed:
 - 1. The teacher shall notify the principal immediately of the circumstances and send the student directly to the principal.
 - 2. The teacher shall contact the parent as soon as possible and request a parent-teacher conference.

3. An administrator shall participate in the conference, if so requested by either party.
4. The pupil shall not be returned to class during the period of suspension without the concurrence of the teacher of the class from which the pupil was suspended and the principal.
5. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this subdivision shall apply only to other regular classes scheduled at the same time the class from which the pupil was suspended. Administration shall provide a place for the suspended student.

Upon request of the pupil or parent/legal guardian, the teacher of any class from which a pupil is suspended will provide the suspended pupil any missed assignments and/or tests during the suspension, per Education Code 48911.1.

The district shall notify teachers in writing, each school year, in each respective school's teacher handbook, what specific steps must be followed to provide a student proper due process prior to the teacher electing to suspend a student from his/her class.

Acceptable causes for classroom suspension shall be enumerated in the same section of the teacher's handbook, at each school, and shall include those specific acts or conditions while under the school's authority included in Education Code Section 48900.

- N. A teacher may also refer a pupil, for any of the acts enumerated in Education Code Section 48900, to the principal for his/her consideration of a possible suspension from the school.
- O. The District shall promptly provide written notice to teachers, within two (2) teacher workdays, any time a law enforcement agency releases any information to the school district's administration, or any school site administrator, relating to the taking of a juvenile enrolled in any teacher's respective class, or conviction of crimes against school property, school personnel, or students.
- P. The District shall establish a standing safety committee which shall include the TANLA President and one member of the certificated employee bargaining unit appointed by the Association. This safety committee shall meet during hours the District Administration building is normally open for business and teacher representatives shall be provided release time to participate.
- Q. When safety inspection tours are made at a school site, the TANLA Faculty Representative will be invited to walk through with the personnel making the site inspection.
- R. As per Education Code 49079, the District/Site Administration shall provide the teacher with the student's information applicable to Education Code 48900, except subdivision (h), Section 48900.2, 48900.3, 48900.4, or 48900.7, upon the student's transfer to his/her class.

ARTICLE XII: TRANSFERS AND REASSIGNMENTS WITHIN A SCHOOL

A. LENGTH OF SERVICE

1. Length of service for the purpose of applying this Article is subject to the following seniority ranking order:
 - a. First day of paid service under the contractually mandated work-year. (This excludes voluntary staff development days, hourly service rendered in the summer, site-specific days prior to the start of the regular work-year, etc.)
 - b. If the date established as referenced in number 1 above is equal, then a lottery among the affected individuals shall be conducted to determine who shall be transferred. Such lottery shall be conducted by the Division of Human Resources with a representative of TANLA present to serve as a witness.

B. TRANSFERS

1. Transfers shall be defined as a change from one school to another.
2. Requests for a transfer may be initiated by the teacher, the principal, or the Superintendent, or Superintendent's designee.
3. The Superintendent, or designee, after initial consultation with the Association President or Executive Director, and in conformance with the requirements of this Article, shall personally approve/disapprove all transfers prior to any such transfer being made.
4. The basic criterion in determining transfers shall be the reasonable educational needs of the District as determined by the Superintendent or designee in accordance with the following procedures:
 - a. A transfer shall not be made for a non-permanent teacher, except under a highly extenuating circumstance. Teachers serving on non-permanent employment contracts are normally expected to work at one school site as they complete their respective credential program and earn permanent employment status. The Superintendent shall determine whether circumstances are extenuating enough in a given situation to transfer such a temporary or probationary teacher.
 - b. If the transfer occurs after the school year begins, then two (2) days of paid student-free release time shall be provided the teacher, upon his/her request, for the purpose of preparation for the new assignment.
 - c. If the reassignment of the teacher requires a change of classroom prior to the beginning of the school year, one (1) paid transition day (\$350) shall be granted prior to the beginning of the new assignment, upon the request of the teacher.

C. TEACHER-INITIATED TRANSFER REQUESTS

1. Posting of specific openings shall be made as soon as possible after the Division of Human Resources is made aware of a vacancy. Vacancies will not be filled until teachers from the following areas have first been placed. Also, posting and consideration of transfer requests shall not be required during the four (4) weeks immediately prior to the first day of school, the first three (3) weeks of the first semester, and the first two (2) weeks of the second semester.
 - a. Closed schools.
 - b. Surplus teachers from schools with declining enrollment and surplus teachers from District Office program assignments.
 - c. Teachers needing to be placed due to administrative-initiated transfer.
 - d. Teachers returning from a long-term (six months or more) leave of absence shall be placed in an available opening prior to beginning the voluntary teacher transfer process.
2. A dated list(s) of specific openings for the current or subsequent school year shall be provided, as they become known, for posting in each faculty lounge/workroom, and the Association Office. The list(s) shall include:
 - a. The school and/or administrative divisions where the vacancies exist.
 - b. The subject(s) and/or grade level(s) and required credentials or certificates.
 - c. The closing date for application.
 - d. The date that each position will begin.
3. Each transfer request that is initiated by a teacher shall be valid only between the date submitted in the current school year through the first four calendar weeks from the first day of student attendance of each year. After this date, the transfer request automatically expires. A new transfer request must then be submitted for any succeeding school year as defined in the preceding sentence. Any transfer to another school shall be confirmed in writing by the Superintendent or Superintendent's designee.
4. The teacher may obtain the Transfer Request Form from the District's Division of Human Resources or at the school office. Only teachers whose most current evaluation is satisfactory may submit a transfer request. Should a question arise as to whether or not the teacher's evaluation status reflects satisfactory performance for the purpose of a transfer, a representative chosen by the Association and a representative chosen by the Superintendent or Superintendent's designee, shall meet to mutually decide as to whether or not the teacher shall be permitted to transfer. Teachers shall be granted only one teacher-initiated transfer per year. However, teachers are encouraged to submit them no later than March 1st if the transfer is desired for the next school year. A written request for a transfer to a specific vacancy may be submitted any time and will be considered.

5. If two or more classroom teachers apply for the same vacancy the teacher with an appropriate basic teaching credential allowing her/him to teach the class and the greatest seniority shall receive the transfer. In the case of a non-classroom teacher, the teacher with an appropriate credential for the position being filled and the greatest seniority shall receive the transfer. If the teacher with the greatest seniority subsequently declines the offered transfer, his/her name shall be removed from further consideration for a transfer for the current school year.
6. When a requested position becomes available, the Division of Human Resources will make multiple attempts over a 24-hour period to contact a teacher via phone and email to offer the requested transfer. The teacher shall keep the Division of Human Resources current with phone numbers and email where they can be reached when not in school.
7. If an interview or transfer opportunity is approved or denied, the decision and rationale shall be stated in writing, if requested by the teacher. This written response will be submitted within ten (10) workdays of receipt of the request.

D. ADMINISTRATIVE-INITIATED TEACHER TRANSFER

1. An administrative-initiated transfer generally shall not be implemented more than once every three (3) years. If a permanent teacher is transferred administratively, said teacher shall serve a minimum of two school years at the new school to which they were assigned before they can request a teacher-initiated transfer to another school site. The Superintendent or designee shall determine whether circumstances are extenuating enough in a given situation to transfer a teacher before serving a minimum of two school years at the school to which they were transferred.
 - a. If the reassignment of the teacher requires a change of classroom prior to the beginning of the school year, one (1) paid transition day (\$350) shall be granted prior to the beginning of the new assignment, upon the request of the teacher.
2. In the event of an involuntary transfer, and upon written request of the teacher, the District shall be responsible for moving the teacher's personal instructional equipment and property from the former work site to the newly assigned work site. The teacher must properly box and label the materials to be moved. The District shall complete such move at least one (1) workday before the teacher begins the new assignment. Notice to TANLA will occur as soon as possible once all school sites have been successfully contacted.
 - a. If the involuntary or surplus volunteer transfer occurs after the school year begins, then two (2) days of paid student-free release time shall be provided to the teacher, upon his/her request, for the purpose of preparation for the new assignment.
3. Teachers may be transferred by administrative-initiative for the following reasons:
 - a. Transfers deemed by the Superintendent to be in the best interest of the District (Education Code 35035).

- b. Declining enrollment.
 - c. Addition, elimination, or reduction of classes in special areas or regular educational programs.
 - d. Fluctuations in pupil enrollment. An over-staffed or surplus situation may be deemed to exist when the number of teachers present in a given school, after the beginning of the school year, exceeds the ratios established by Article XIII, Class Size.
 - e. Lack of required credential or certificate.
 - f. Performance renewal. A teacher may be transferred by administrative-initiative no more than once every three (3) years in order to improve his/her performance. Administrative-initiated transfers made during the temporary or probationary period for the purpose of performance renewal shall not apply to the general three (3) year limitation.
4. When an administrative-initiated transfer is deemed necessary, then the following shall occur:
- a. Volunteers shall be sought prior to utilizing involuntary transfers, except for transfers carried out under provisions of Section D.1 (a) of this article.
 - b. The teacher(s) under consideration for an administrative-initiated transfer shall be notified prior to the rendering of any formal decision to recommend transfer.
 - c. Within five (5) workdays of the notification, the teacher may request and shall be granted a meeting with the Superintendent or Superintendent's designee to discuss and consider alternatives to the proposed transfer. Upon written request, the teacher shall receive written reasons for the transfer. Such request shall be made within five (5) days following notification of the administrative-initiated transfer. The District shall provide the written reason within five (5) days of receipt of the request.
 - d. All teachers being transferred by administrative-initiative shall have equal opportunity to interview for available openings. When a choice of positions is possible, teachers may indicate an order of preference.
 - e. Teachers who are displaced from their school due to administrative transfer necessitated by declining enrollment or fluctuations in pupil enrollment shall have the first option to return to his/her previous school assignment during the next year (after being transferred), should a formula-based opening at that site occur in the fall (during Enrollment Stabilization) or in the spring. This transfer option shall take precedence over placement of displaced teachers and/or teacher-initiated transfer requests.

In the event that more than one teacher from a school site has been administratively-transferred due to declining enrollment or fluctuations in pupil enrollment, and a formula-based opening becomes available at the school of previous assignment (during the one-year time period), the teacher with the most district seniority shall be offered the voluntary transfer back to the school of origin. In the event that the most senior teacher declines such transfer, the next most senior teacher shall be offered the transfer option. In the event of a

tie in seniority, then a lottery for the affected individuals shall be conducted to determine who shall be permitted to return to the previous school assignment. Such lottery shall be made in accordance with Section A.1.b. of this Article.

E. TRANSFER NECESSITATED BY SCHOOL CLOSURE/OVERSTAFFING

1. If a school(s) is closed, teachers affected by such closure shall be accorded priority for filling vacant positions at the school(s) where the students from the closed school(s) are being placed (receiving schools) subject to the following conditions:
 - a. Possession of appropriate credential.
 - b. Major/minor field of study.
 - c. Previous experience in the grade/subject area.
 - d. Seniority.
 - e. The reasonable educational needs of the District.
2. In order to satisfy the conditions cited herein, the District shall identify the number of vacant positions which exist at the receiving schools.
3. Teachers affected by closure of a school(s) may elect to request a voluntary transfer in accordance with the Teacher-Initiated Transfer Request provision(s) of this Article or to follow the students that normally would have been at the closed school in the succeeding year.
4. A teacher who fails to be placed as a result of electing to follow the students that normally would have been at the closed school in the succeeding year shall have priority over those requesting voluntary transfer requests not resulting from a school closure.
5. If the teacher elects to follow the students, the following procedure shall apply:
 - a. Teachers shall submit a priority ranking of up to three (3) schools to which they desire to be assigned. The ranking shall be made from the receiving schools of the students.
 - b. If the District requests the priority ranking during the regular school year, then the teacher shall return the ranking request to the District within five (5) workdays after the District's request for the ranking.
 - c. If the priority ranking request is to be made by the District during the summer months, then the District shall mail the request to the teacher's mailing address on record with the District. The priority ranking shall be returned by the teacher to the District within fifteen (15) workdays of the date of mailing. Teachers are required to submit summer mailing addresses to the District.
6. In the event of an involuntary transfer, and upon written request of the teacher, the District shall

be responsible for moving the teacher's personal instructional equipment and property from the former work site to the newly assigned work site. The teacher must properly box and label the materials to be moved. The District shall complete such move at least one (1) working day before the teacher begins the new assignment. The District is not liable for missing or damaged personal property that is transported.

- a. If the involuntary or surplus volunteer transfer occurs after the school year begins, then two (2) days of paid student-free release time shall be provided to the teacher, upon the teacher's request, for the purpose of preparation for the new assignment.
- b. If the reassignment of the teacher required a change of classroom prior to the beginning of the school year, one (1) paid transition day (\$350) shall be granted prior to the beginning of the new assignment, upon the request of the teacher.

F. TRANSFER NECESSITATED BY OPENING A SCHOOL

1. If a school(s) (which may have earlier been closed) is opened, teachers affected by such opening shall be accorded priority for filling vacant positions as the school(s) into which students are being placed at opening (receiving) school(s) subject to the following conditions in no particular order:
 - a. Possession of appropriate credential.
 - b. Major/minor field of study.
 - c. Previous experience in the grade/subject area.
 - d. The reasonable educational needs of the Site/District.

The teacher with the greatest length of service shall be transferred provided the above factors are equal.

2. In order to satisfy the conditions cited herein, the District shall identify the number of vacant positions which exist at the opening (receiving) school(s).
3. Teachers affected by the opening of a school(s) may elect to request a voluntary transfer in accordance with the Teacher Initiated Transfer Request provisions of this Article or to follow the students that will be going to the school(s) being opened.
4. A teacher who fails to be placed as a result of electing to follow the students that normally would have been at the school whose student population is being reduced/changed, shall have priority over those teachers requesting voluntary transfers not resulting from a school being opened.
5. If the teacher elects to follow the students, the following procedures shall apply:
 - a. Teachers shall submit a priority ranking of up to three (3) schools, or at least up to the number of schools being opened, to which they desire to be assigned. The ranking shall be made from the school(s) being opened that are receiving students from other schools.

- b. If the District requests the priority ranking during the regular school year, then the teacher shall return the ranking request to the District within five (5) working days after the District's request for the ranking.
- c. If the priority request is to be made by the District during the summer months, then the District shall mail the request to the teacher's mailing address on record with the District. The priority ranking shall be returned by the teacher to the District within fifteen (15) working days of the date of mailing. Teachers are required to submit summer mailing addresses to the District.

G. TRANSFER OF DISTRICT-ASSIGNED PERSONNEL

A teacher who is considered part of a District Program (Adapted Physical Education Teachers, Home Teachers, Inclusion Teachers, Itinerant Teachers, Nurses, Orientation and Mobility Teachers, Special Day Class Teachers, Special Education Counselors, Special Education Resource Specialists Teachers, Special Education Vocational Teachers, Speech Language Pathologists, and Visually Handicapped Teachers), but who is assigned to a specific school or schools, may be administratively transferred (by the Executive Director, Special Education or designee), when deemed necessary. Generally, transfers within a District Program will be done prior to the beginning of a school year, but unexpected contingencies could require transfers within a given program to be made at other times.

H. REASSIGNMENT WITHIN A SCHOOL

1. A reassignment is a change in the current grade level, assignment, and/or core subject matter assignment within the same school. Assignment changes within a school are the responsibility of the principal, subject to the written approval of the Superintendent or Superintendent's designee on a form mutually developed by the District and Association which identifies the reason for the reassignment. The Unit member reassigned shall be provided an opportunity to sign that they were provided a copy of the form and allowed to indicate whether or not they agree to the reassignment. Original copies of reassignment forms will remain in the Division of Educational Services with a copy provided to the Association in a timely manner.
2. Among other considerations, the principal shall, at a minimum, also take into consideration the staffing needs and the curriculum of the school, the interests and rights of the teachers, and the credential authorization of the teacher. Prior to making a reassignment, the principal shall discuss the reassignment with the teacher as early as possible.
3. The decision to reassign a teacher is not subject to the grievance procedures set forth in Article VIII. The unit member may, however, require the process set forth in paragraphs 1 and 2 above be followed.
4. Should the reassignment of the teacher require a change of rooms, grade level, or subjects taught, the principal will arrange for the movement of the teacher's materials. If the reassignment is made after the start of the current school year, a maximum of two (2) instructional-free days shall be granted prior to beginning the new assignment, upon the request of the teacher. If the reassignment of the teacher requires a change of classroom prior to the beginning of the school

year, one (1) paid transition day (\$350) shall be granted prior to the beginning of the new assignment, upon the request of the teacher.

5. Should the reassignment or relocation, due to school modernization, require a change of rooms, grade level, or subjects taught, the teacher will be granted one (1) instructional-free day to facilitate the change and the principal will arrange for the movement of the teacher's materials. If the reassignment is made after the start of the current school year, a maximum of two (2) instructional-free days shall be granted prior to beginning the new assignment.

I. PRELIMINARY NOTICE OF ASSIGNMENT

1. Each unit member shall be given tentative notice not later than two weeks prior to the end of the current school year specifying his/her assignment for the following year. Such notice shall specify the room assignment, grade or grade levels, subject area, and position to which the unit member shall be assigned.
2. The District shall make a good faith effort to maintain teacher assignments as provided for in Section I. 1. however, should circumstances, such as enrollment, programmatic, or other educationally-sound reasons necessitate a change in a unit member's assignment after the date prescribed in Section I. 1. the District shall inform the affected unit member as to the change of assignment and also the reasons for such change.
3. Failure to maintain the tentative assignment shall not be subject to the Grievance Article of this Agreement.

ARTICLE XIII: CLASS SIZE

- A. The District shall utilize the following staffing ratios for the allocation of classroom teachers to a school:

Allocation of Teacher Positions

Grades TK/K-3 One (1) teacher per twenty-five (25) student maximum average assigned per individual class, effective during the 2018-19 school year. This Class Size Reduction (CSR) staffing formula will remain at twenty-five (25) following the projected staffing meeting, the initial beginning of the school year staffing, and the three-week re-staffing per Article XIII subsection A.1 and it will be permissible to add new enrollees up to a maximum of twenty-six (26) students, per individual class during the remaining portion of the school year.

Grades TK/K-3 One teacher per twenty-four and four tenths (24.4) student maximum average per school, with no individual class exceeding twenty-five (25) students by the third week from the beginning of the school year, effective with the 2019-20 school year.

Grades 4-5 One (1) teacher per 31 average student enrollment per school

Grades 6-8 One (1) teacher per 30 average student enrollment per school

Grades 9-12 One (1) teacher per 28.8 average student enrollment per school

When requested, site administrators shall discuss and attempt to resolve the concerns of teachers relating to class size. Reasonable effort will be made to ensure that no core class exceeds 34 students for grades 4-5, and 36 students in grades 6-12. In the event that class size exceeds this number, the site administrator shall immediately schedule a meeting with the teacher(s) and the TANLA site representative or designee to attempt to find a mutually acceptable solution. If it is not resolved at this level, the District Superintendent or designee and TANLA President or designee shall meet to explore a mutually acceptable solution. The efforts to find a mutually acceptable option or outcome shall not be subject to the grievance procedures in Article VIII. (In keeping with past practice, traditionally large classes such and Band and PE are excluded).

For grades 6-12, reasonable effort shall be made to ensure that core classes of the same subject, grade level, and period shall have an equitable distribution of students.

1. For grades TK/K-3, starting with the 2019-20 school year, staffing projections will be calculated at 24.2:1.
2. For grades 4-12 after a waiting period of two (2) weeks from the first day of student attendance for enrollment stabilization to occur, if the application of the above staffing ratios results in a fraction of .65 or more school wide, an additional teacher position shall be allocated to the school, to be evaluated at the end of the trimester/semester pending enrollment. If, after this initial waiting period and placement of teachers, a site's school wide enrollment rises above the staffing ratios by a fraction of .65 or more, and holds for two (2) weeks, then the school shall be allocated

either an additional teacher or a dollar amount placed in the school's budget equivalent to multiplying the remaining days of the trimester/semester. The placement allotment will be evaluated at the end of the trimester/semester. If enrollment school wide drops below the fraction of .65, the funding allocated, in place of a teacher, shall be discontinued at the end of the trimester/semester in which the reduction falls below the fraction of .65. The teaching staff, by majority vote shall determine whether a dollar amount shall be utilized in place of an additional teacher.

3. For grades 6-12, following enrollment stabilization, reasonable effort will be made to place students on an equitable basis in the class with the lowest enrollment.
 4. Elementary and Middle and High School music teachers, resource teachers, counselors, youth development teachers, special education teachers, non-unit members and other non-classroom assigned unit members shall not be utilized in the computation or application of the above staffing ratios.
- B. The Association shall be provided with copies of each school's class size reports in a timely manner, following the two (2) week enrollment stabilization period at the beginning of the school year and just prior to the start of the second semester. In the event that copies of the class size reports are not provided in a timely manner, the TANLA President and the Assistant Superintendent of Human Resources or designee shall meet to resolve the issue.
- C. If funds are appropriated by the State and earmarked specifically for class size reduction, the District and the exclusive bargaining unit representative will negotiate to the extent allowable under applicable law, and shall reach agreement prior to the expenditure of said funds earmarked for class size reduction.

ARTICLE XIV: HOURS, WORKDAY, AND WORK-YEAR

A. WORKDAY/YEAR

1. With the exception of schools participating in the Early Dismissal Program, the length of the teacher's workday shall be from thirty (30) minutes before the start of the student instructional day until the completion of assigned responsibilities and activities.
2. The following Early Dismissal Program and procedures shall be established:
 - a. All elementary and middle schools within the District shall participate in the Early Dismissal Program. The purpose of this Program is to provide the individual sites with the time necessary to do quality staff development and training.
 - b. The elementary student instructional day shall be extended fifteen (15) minutes per day for four (4) days per week. On the four (4) days each week that the student instructional day is extended by fifteen (15) minutes, teachers shall not be required to report to work at the site until fifteen (15) minutes prior to the start of the student instructional day.
 - c. The workday for elementary and middle school teachers shall begin at the normal time as specified in Section A.1 of this Article on the day of the week that the site exercises the Early Release Program.
 - d. For all sites participating in the Early Dismissal Program, the following apportionment of time shall apply:
 1. On the first and third week of each month, the administrator shall have the authority to hold a sixty-five minute staff meeting and may additionally use the one hour created through the lengthening of the instructional day on the other four days of the week for the purpose of staff development and training on the Early Release day. The principal may choose to allocate this time for both staff development and/or faculty meetings depending on the site's specific programmatic needs and requirements.
 2. On the second and fourth week of each month the teachers shall be provided with the entire two-hour block of time for the purposes of team meeting and planning, teacher chosen activities and other educationally appropriate endeavors. Teachers will be required to remain at the school site during this time unless they have been excused for educationally appropriate activities at another location. No administrative meetings, trainings, other interference, or administrative events are permitted on these days. Teachers shall not normally be required to produce any written reports to the site administrator concerning the use of time on these days. On these weeks, the administrator is not permitted to hold any required administrative meeting as provided for under Article XIV, Section H, Number 1.
 3. In months where vacation or other breaks occur, the integrity of the first and third and second and fourth week schedules shall be maintained. Trading or exchanging weeks between administrative allocation and teacher allocation of time is not permitted. This

provision shall not apply when a site has opted to exercise option “e” from this Article.

4. The Bargaining Team and District shall, on an annual basis, review and assure even distribution of teacher/administrative Wednesdays throughout the school year, inclusive of any 5th Wednesday.
 - e. The Administrator shall seek consultation with certificated staff members at the beginning of the school year to set an agreeable and reasonable start time (allowing for student dismissal, bathroom break, on-time arrival) for the first and third Early Dismissal days. Once the start time is established it shall remain consistent for the entire year.
 - f. The required teacher team meeting and planning days and administrator days as described under section A.2.d.1. and d.2, (Wednesday Early Dismissal days) shall conclude 120 minutes after the dismissal of students on Teacher Wednesdays and 125 minutes after the dismissal of students on Administrator Wednesdays.
3. High School Sites shall participate in the following Late Start Program
 - a. Late start meeting shall start at all participating schools no earlier than 7:45am.
 - b. Typically, late start meetings shall be held every other week, two times per month, except during months that contain less than 15 school days.
 - c. At the discretion of the administration, certificated staff may be divided into departments, academies, pathways, or other such groupings in order to facilitate Late Start meeting objectives.
 - d. The late start meeting must end no later than 5 minutes prior to the first student nutrition bell.
 - e. The instructional day will be modified to reflect shorter instructional periods. Regular dismissal time shall remain in effect. A thirty-minute lunch period, excluding passing time, will remain in effect on late start Wednesdays.
4. The length of the teacher’s workday may be reduced because of unusual circumstances at the discretion of the principal for any teacher.
5. Middle and high school classroom teachers shall be assigned five (5) teaching periods per student instructional day but may be voluntarily assigned to teach a sixth teaching period under the provisions of Section J of this Article.
6. Teachers shall be provided an assigned, duty-free uninterrupted lunch period of no less than thirty (30) minutes each day, excluding passing time, when the school District offers a lunch period for students, unless an extreme emergency is declared by the Superintendent or his/her designee.
7. Teachers and his/her respective principal or administrative evaluator shall mutually agree upon one adjunct in a reasonable and equitable basis, consistent with past practice (Refer to Article IX. D Sec. 3). However, nothing shall preclude a teacher and his/her principal or administrative evaluator from mutually agreeing to an adjunct not previously established. There is no pre-determined amount of time that constitutes an acceptable adjunct duty.

8. No teacher shall be compelled to attend any school-sponsored night event past 8:00 p.m., except for adjunct duties, if necessary. This provision shall not be construed to cover teachers assigned to perform paid extra-duty assignments.
9. All extra-pay assignments specified in Appendix J shall be performed by teachers on a voluntary basis.
10. The calendar(s) establishing required workdays for teachers for each school year within the term of this Agreement, shall be attached as Appendices N and O.

B. MINIMUM DAY

1. A minimum day for excessive heat or smog may be called by the Superintendent in accordance with Education Code Sections 46114 and 46142. On such minimum days, teachers shall be permitted to leave school at the end of the student instructional day. On days this option is invoked by the District, the Association shall be notified of the decision before said decision is relayed to teachers at each school site.
2. For elementary and middle schools, the first student instructional day, the last student instructional day prior to the start of Winter Break, the last student instructional day prior to the start of Spring Break, and the last three (3) student instructional days of the school year, shall all be Minimum Days. All teachers shall be allowed to end their workday when the minimum student instructional day ends.
3. For high schools, the first student instructional day, the last student instructional day prior to the start of Spring Break, and the third-to-last student instructional day of school, shall all be Minimum Days. All teachers shall be allowed to end their workday when the minimum student instructional day ends. The last two (2) student instructional days before the start of Winter Break and the last two (2) student instructional days of the school year are shortened days for the purpose of final exams.
4. For preschool, on the last student instructional day prior to the start of Winter Break, the last student instructional day prior to the start of Spring Break, and the last three (3) student instructional days of school, full-day Head Start/State Preschool Teachers (not including Early Head Start Home Base Teachers) may end their workday as soon as their last child is released to parent/guardian, morning Head Start/State Preschool teachers may end their workday one (1) hour early, and afternoon Head Start/State Preschool Teachers may arrive one (1) hour after their normal start time. This practice will remain in force as long as it meets the Head Start/State Preschool requirements.

C. SUBSTITUTE COVERAGE

1. The District shall make a reasonable good faith effort to hire regular substitute teacher coverage for the class(es) or any teacher required to attend a District sponsored or approved meeting or activity.

The District shall make a reasonable good faith effort to hire regular substitute teachers when

classroom, teachers are absent through no cause created by the District or approved in advance by the District. If, however, the District is unable to find a regular substitute for any absent teacher, the Principal for the school in question shall ask for a volunteer(s) to cover the absent teacher's class(es). Volunteers shall be paid for substituting on a trimester/semester basis during the school year:

- a. At the middle and high school levels, the volunteer teacher shall receive one-fifth of the pay of the daily substitute rate per period taught at least ten (10) minutes of time per period must be spent substituting before pay will be provided for that period.
- b. At the elementary level, the volunteer teacher(s) shall be paid when no substitutes are available for one-half day or more. The students from the absent teacher's class shall be equitably distributed among the volunteers appointed by the Principal. The teacher volunteer(s) receiving the students shall equally divide the prevailing daily substitute teacher rate of pay.
- c. In the case where no one, or an insufficient number of teachers volunteer, under either Section a or b above, a teacher or teachers shall be appointed by the Principal to provide substitute coverage, on an equitable basis, and on the same pay basis as enumerated for volunteers above.
- d. No Special Education Teacher shall be expected to provide substitute coverage for any absent regular teacher's classroom, except on a strictly voluntary basis.

D. SUPERVISORY DUTIES

1. Any teacher (including State Preschool/Head Start) may, on a strictly voluntary basis, offer to provide student supervision to the District at an established hourly rate for student supervision enumerated in Appendix J of this Agreement. A respective school site principal shall solicit said voluntary service for up to one trimester/semester at a time. The principal shall rotate supervision among all teacher volunteers based on seniority.

No teacher shall be required to perform any type of non-paid student supervision, during or outside the student instructional day, except in emergency situations involving the imminent safety of students and/or employees. Such non-paid student supervision shall be put into effect only with the direct permission of the Superintendent or his/her designee in the event the Superintendent is not available to judge the situation. Such non-paid student supervision, if approved, shall last only as long as the imminent threat to the safety of students and/or employees exists. Such situations normally are expected to be short term in nature.

Counselors may be assigned limited student supervisory duties only in conformance with Article XIX, Counselors, Sections A.4 and B.3, of this Master Agreement.

E. DUTY-FREE PHYSICAL RELIEF

1. All elementary teachers (grades TK-5), and all State Preschool and Head Start Teachers, shall be provided a daily assigned duty-free physical-relief break, whose aggregate total shall be no less

than twenty (20) minutes, exclusive of passing time.

2. All middle school and high school teachers shall be provided a daily assigned duty-free physical-relief break of no less than twenty (20) consecutive minutes, including passing time.

F. PREPARATION TIME

1. Full-time elementary teachers, including all Resource Teachers and Resource Specialist Teachers, but excluding State Preschool and Head Start Teachers, shall be allocated one-hundred fifty (150) minutes of preparation time per five-day week, pro-rata, in blocks of time of no less than thirty (30) minutes each outside the student instructional day, for personal instructional preparation, planning, and conferencing, and shall be used for other purposes only under highly unusual circumstances.
 - a. On shortened or minimum days (Early Release Wednesdays), the scheduled preparation time shall be eliminated.
 - b. It shall be the District's good faith intent to provide each full-time Elementary Teacher, Resource Teacher, and Special Resource Specialist an average of thirty (30) minutes preparation time per school day, which may be reduced only under highly unusual circumstances, approved in advance by the Superintendent or his/her central office administrative designee. When such approval is granted in a given situation, the Superintendent or central office designee shall promptly notify the Association.
 - 1) On Mondays, Tuesdays, Thursdays, and Fridays, the 30-minute preparation time would commence each workday immediately upon completion of student dismissal (unless other arrangements are approved by the principal), following assigned duties and responsibilities, if any. Teachers can elect to split their preparation time to be conducted fifteen (15) minutes before their regular start time and fifteen (15) minutes after dismissal.
 - 2) No administrative encroachment shall be made during this preparation time.
 - 3) Teachers shall be required to remain at school during this prep time.
 - c. Except in those circumstances where the District and TANLA mutually agree to an alternative schedule, Special Day Class (Special Education) Teachers (elementary) shall have their preparation time assigned outside of the time when their students are on campus. Resource Specialist and Designated Instructional Services Teachers and Special Education Nurses shall arrange, with the approval of their designated supervisor, for appropriate/equitable preparation time that does not conflict with the availability of their services to students.
2. Middle School and High School Teachers shall have one assigned period within the student instructional day for the purposes of professional preparation, planning, and student and parent conferences. Middle School Teachers shall have preparation time equivalent to 1/6 of the instructional minutes offered to the students each day.

High School teachers may also elect to begin an athletic coaching assignment, during an assigned last period of preparation for additional pay at the appropriate level.

Middle School and High School Teachers shall be required to remain at school during their preparation time. This assigned period shall be used for other purposes only under highly unusual circumstances with the approval of the site administrator.

As a common practice, no administrative encroachment shall be made during this preparation time.

Emergency situations involving the imminent safety of students and/or school employees may lead to more than one administrative called meeting per week or portion thereof, if the Superintendent or his/her designee in the Superintendent's absence from the District, has approved in advance the holding of one or more extra meetings as reasonably necessary due to the nature of a bona fide emergency.

Administrators shall make every reasonable effort to avoid more than three (3) core curricular areas per teacher. Assignments will still be made based on student need.

G. PARENT CONFERENCING

1. There shall be five (5) minimum student instructional days at all elementary and middle schools for the purpose of providing teacher time for Fall parent conferencing for two (2) hours after the student instructional day ends provided that the last scheduled parent conference for that day has been completed. The dates for the Fall parent conferences shall be determined and scheduled at the time that the school year calendar is adopted. Per Section O.1. of this Article, if Fall Night Conferences is mutually selected by the teachers and principal as one of the two (2) required night events, the following shall apply: The Evening Parent Conference shall be determined by a vote of the certificated staff. Elementary and middle school teachers shall be allowed to end their workday at the same time as the minimum student instructional day ends on the final day of parent conferences, provided that the last scheduled parent conference for that day has been completed. All elementary and middle school teachers shall be available at their respective school sites, in a centralized location with appropriate security, to conference with parents for two (2) consecutive hours during the 5:00 p.m. to 8:00 p.m. window. A teacher may leave the night conference at the conclusion of his/her last conference.

Conferences can be held virtually or in person. The teacher will schedule a conference with the parent on a mutually agreed option.

Teachers at each elementary and middle school shall be allowed to end their Fall night conferencing instructional workday at the same time as the minimum student instructional day ends.

There shall be five minimum student instructional days at all elementary and middle schools for the purpose of providing teacher time for Spring parent conferencing for two (2) hours after the student instructional day ends. The dates for spring parent conferences shall be determined and

scheduled at the time in which the school year calendar is adopted. Elementary and middle school teachers shall be allowed to end their workday at the same time as the minimum student instructional day ends on the final day of parent conferences, provided that the last scheduled parent conference for that day has been completed.

Elementary and middle school teachers shall be available to conference with parents on an as-needed basis during spring parent conferences. "As-needed" shall be defined as one or more of the following: (a) teacher request; (b) parent request; (c) student entered school after the first reporting period; (d) student is receiving an academic performance descriptor level of one or two on the elementary report card or D or F on the middle school report card and the student is not making adequate progress as determined by recent teacher assessment.

Students who meet the criteria of possible retention or failure as described in Board Policy and Procedures shall be scheduled for the Student Study Team, or Retention Committee, and teachers will not be required to schedule these students for an additional Spring parent conference.

There shall be no mandated evening conferencing in the Spring.

If during, or two weeks prior to, the spring conference period, a parent, through the parent's own volition, requests and subsequently participates in a telephone parent conference with the teacher, the phone conference may be credited as a "spring parent conference." Teachers shall record each telephone parent conference on a log or folder as approved by the Principal.

2. Regarding Fall Parent Conferences: The Principal shall invite parents, in writing, to attend Parent Conferences. The Principal's letter shall include the dates and times available for parent Conferences. Parents shall be informed that one night Parent Conference date is available to those parents who cannot attend the day conferences. Teachers shall schedule evening conferences with parents who have requested an evening conference appointment.

Parents indicating their need for a night conference shall be provided with the opportunity to meet with their child's teachers during the designated night Parent Conference date and time block. Teachers who have completed all of their parent conferences or have no requested or scheduled night parent conferences shall inform the Principal. The teacher shall indicate that they have no scheduled evening parent conferences and shall be excused from attending night parent conferences. Teachers excused from night Parent Conferences shall remain on campus, on the night conference date, until the normal, full instructional day, would have ended. At the conclusion of the Parent Conference week teachers shall submit to the Principal the completed Parent Conference Sign-In Sheet and Teacher Survey of parent/Teacher Conference.

H. ADMINISTRATIVE MEETINGS

1. Principals of schools participating in the "minimum day/early release" of students for the purposes of staff development/planning time shall not call required faculty/staff meeting prior to the scheduled start of the school day, with the exception of:
 - a. Conferences with an administrator to address items listed under Article IX; the administrator shall make every effort to accommodate a teacher's request for an

alternative time.

b. Voluntary Meetings.

2. Emergency situations involving the imminent safety of students and/or school employees may lead to a need to call an administrative meeting if the Superintendent or his/her designee in the Superintendent's absence from the District, has approved in advance the holding of emergency meeting as reasonably necessary due to the nature of a bona fide emergency.
3. No teacher shall be compelled to attend any kind of District meeting, in-service, or activity on a Saturday or Sunday, other than on a strictly voluntary basis. This provision shall not be construed to cover teachers assigned to perform paid extra-duty assignments.

I. SPECIAL EDUCATION

1. With respect to the various meetings required by the Federal and State Regulations governing Individualized Education Programs (I.E.P.) the District shall not, as a common practice schedule such meetings outside the daily work hours. In addition, the District shall not, as a common practice, schedule SST/CAPPS meetings outside the daily work hours. No teacher, as a common practice, shall be mandated to participate in IEPs and/or SST/CAPPS during their regularly assigned preparation time.

J. ADDITIONAL PAID PERIOD OF INSTRUCTION FOR MIDDLE AND HIGH SCHOOL TEACHERS

1. The Association and the District have agreed that, in certain situations, bargaining unit members at the middle school and high school levels may teach an additional period beyond the normal five (5) periods of instruction and be compensated at an additional 18 percent (.18) of the individual's pro-rata rate of compensation.

The District and the Association further agree that this provision shall not be utilized to replace or eliminate teaching positions, and that the District shall determine the staffing ratio for each middle and high school, and the District shall make every effort to fill all open positions with appropriately-credentialed teachers. Should the need for additional periods of instruction still exist once a site is fully staffed, then the District and Association agree that a limited number of additional periods may be offered under this section. The utilization of this provision shall be limited by the procedures and restrictions established in this section.

2. No unit member shall be required to teach an additional period as participation in such arrangements shall be entirely voluntary.
3. Non-Permanent teachers shall not normally be utilized to teach an additional period. Should a school site wish to have a non-permanent teacher teach an additional period, that will require the approval of the Association and the Superintendent or the Superintendent's designee.
4. During the first five (5) weeks of a semester the selection of bargaining unit members for teaching an additional period shall be based on the following selection priority ranking:

First offer of position based on: Seniority within the Department after a teacher has served in an

extra period assignment. The next available assignment shall be offered to the next teacher in seniority ranking in the department to provide equity to all permanent teachers who choose to be considered for an extra period assignment. Teachers who teach an additional period shall, at the conclusion of his/her assignment, be placed at the bottom of the department seniority list for subsequent year rotations. Teachers displaced due to school closures, shall maintain their number of years from the closed school site for seniority purposes.

At the middle school level, the next available assignment shall be based on seniority at the school site and the appropriate credential, except for teachers who only have a Multiple-Subject Credential. Teachers displaced due to school closures shall maintain their number of years from the closed school site for seniority purposes.

After the first five (5) weeks of the semester have passed, should the need for additional periods arise, then site administration may offer the assignment of an additional period to an individual teacher who has the appropriate credential and period opening so as not to disrupt the established schedules of the other teachers and students.

5. Payment for the additional period shall be completed in a timely fashion. Procedures and practices shall be established by the Association and the District.
6. The District shall report to the Association at the end of each school month the number of additional period offerings at each middle school and high school in the District.

K. ZERO PERIOD OF INSTRUCTION FOR MIDDLE AND HIGH SCHOOL TEACHERS

1. No unit member shall be required to teach zero period as participation in such arrangements shall be entirely voluntary.
2. For teachers teaching zero period, the teacher and the principal may agree to end the teacher's workday at the end of the teacher's fifth (5th) period of instruction and a preparatory period without additional compensation. For middle schools participating in the Early Release Program, teachers agreeing to this option would end their workday at the same time as the other teachers on the Early Release Day.

Zero period assignments will remain in effect for each semester unless programmatic needs and/or students requests necessitate the elimination of the zero period assignment.

L. BACK-TO-SCHOOL NIGHT

Elementary, middle, and high school teachers and their respective principal or administrative evaluator shall mutually agree upon a date and time that shall be identified for purposes of a "Back-To-School Night" event. In the event that a date and time cannot be mutually agreed upon, a vote shall be conducted by the TANLA Representative to determine the date and time from a predetermined list of three (3) alternate dates and times that are mutually defined by Administration and the site TANLA Representative. No teacher will be required to stay longer than ninety minutes for the duration of this event.

M. OPEN HOUSE

Teachers at each elementary, middle, and high school and his/her respective principal or designee shall mutually agree upon a date and time that shall be identified for purposes of spring "Open House" event. In the event that a date and time cannot be mutually agreed upon, the Administrator and site TANLA Representative, with input from the certificated staff, shall develop a ballot with three (3) possible options. The certificated staff may then cast their ballot during a staff meeting. All ballots will be counted by the Administrator and TANLA Representative.

N. No teacher shall be required to attend more than two (2) school-sponsored events outside of the teacher workday, except for adjunct duties.

O. NIGHT EVENTS FOR ELEMENTARY AND MIDDLE SCHOOL TEACHERS

1. In addition to Back-to-School Night and applicable adjunct duties, all Elementary and Middle School Teachers will attend one (1) of the following additional night events: Fall Night Conferences (for two (2) consecutive hours during a 5:00-8:00 p.m. window) or Open House/Showcase (for ninety (90) minutes during a 5:00-8:00 p.m. window). The selection of the event shall be mutually agreed upon between the principal and the teachers before Teachers Check-out Day the year prior. In the event that a selection cannot be mutually agreed upon, a vote shall be conducted by the TANLA Representative to determine the selection. If Open House is not selected, the existing contract language under section M. Shall be enforced. If the Fall Night Conferences event is not selected, elementary and middle school teachers will ensure that all conferences are held for five (5) consecutive days for two (2) hours after the Minimum Day dismissal. If a parent is not available during that timeframe, the teacher and parent will mutually agree upon a conference during non-instructional time within the Fall Conference Week; a phone conference may be credited as a "Fall Parent Conference."
2. If a teacher is absent from Back-to-School Night (90 min.), Open House (90 min.), or Fall Night Conferences (2 hours), the teacher will be required to make up the respective time in a manner mutually agreed upon with their principal. If a mutual agreement cannot be made, the Superintendent or designee and the TANLA President or designee shall meet to explore a mutually acceptable solution.

P. NIGHT EVENTS FOR HIGH SCHOOL TEACHERS

1. In addition to Back-to-School Night and applicable adjunct duties, all High School Teachers will attend one (1) of the following additional night events: Graduation (not to exceed two (2) hours) or Open House/Showcase (for ninety (90) minutes during a 5:00-8:00 p.m. window). Each member can select the event, if available, based on the number of staff needed as determined by the principal.
2. If a teacher is absent from Back-to-School Night (90 min.), Open House (90 min.), or Graduation (2 hours), the teacher will be required to make up the respective time in a manner mutually agreed upon with their principal. If a mutual agreement cannot be

made, the Superintendent or designee and the TANLA President or designee shall meet to explore a mutually acceptable solution.

Q. ELEMENTARY COMBINATION CLASS

Unit members who volunteer or are appointed to teach combination classes (2 or more grade levels at the elementary level) shall be entitled to receive a stipend (as identified in Appendix J) per school year. Additionally, unit members who volunteer or are appointed to teach combination classrooms shall be entitled to three additional release days per year for teacher directed planning. In the case where more than one teacher volunteers for the combination classroom position, the teacher with the greatest length of service (as defined in ARTICLE XII.A.1) shall be assigned. If no teacher from the impacted grade levels volunteers, the principal/site administrator shall appoint a teacher for the position from grade levels being impacted. Teachers who volunteer or are assigned to teach a combination class shall, at the conclusion of his/her assignment, be placed at the bottom of the rotation list for any subsequent combination classes at the teacher's grade level in the following school year. However, the same teacher may volunteer and be selected by the principal/site administrator to serve in a combination setting for consecutive years (if there are no other volunteers).

R. BILINGUAL/DUAL IMMERSION CLASSES

Unit members assigned to teach Bilingual and/or Dual Immersion classes shall be entitled to receive a stipend (as identified in Appendix J) per school year. Additionally, unit members assigned to teach Bilingual and or Dual Immersion classrooms shall be entitled to three additional release days per year for teacher directed planning. Only permanent teachers who possess the appropriate credential (BCLAD) will be eligible for these assignments. In the case where more than one qualified teacher volunteers for the Bilingual/Dual Immersion classroom position, the teacher with the greatest length of service (as defined in ARTICLE XII.A.1) shall be assigned. If no qualified teacher volunteers, the principal/site administrator shall appoint a teacher for the position.

S. VAPA PROGRAM ZERO PERIOD

The daily work schedule for VAPA teachers shall be based on the following principles:

1. Shall only apply to VAPA teaching assignments in Middle School and Elementary Schools.
2. Shall only apply to those qualified VAPA teachers who agree to teach classes for the VAPA programs at said grade levels.
3. Shall allow teaching VAPA classes in a "Zero Period" that will not exceed one (1) instructional hour before the start of the established school day.
4. Shall be offered to qualified VAPA teachers for said VAPA classes only as a voluntary commitment.
5. Shall be offered to qualified VAPA teachers who voluntarily commit, to do so for the entire period of the school year for which the VAPA class is scheduled, unless otherwise agreed to by all parties involved.

6. Shall provide qualified VAPA teachers who volunteer to teach “Zero Period” classes, the options listed below at the start of the assignment with the chosen option remaining in effect the remainder of the school year:
 - a. Compensation for the “Zero Period” shall be .18 (18%) of the individual teacher’s prorated rate of compensation and completion of the teacher’s assigned workday or;
 - b. Completion of the workday at an earlier time equal to the duration of the VAPA class taught in the daily “Zero Period”, not to exceed one (1) hour, and with no additional compensation.
7. Shall allow workdays to commence at the start of the “Zero Period” whereby said teacher would report for duty either 15 or 30 minutes prior to the start, as prescribed in Article XIV, paragraph A, 1, 2, a & b of the Master Agreement.

ARTICLE XV: ALTERNATIVE SCHOOL YEAR PROGRAM

Deleted 2009-2010 pending potential future negotiations as agreed to the MOU 3/5/09.

ARTICLE XVI: PROFESSIONAL GROWTH

(THIS ARTICLE DELETED EFFECTIVE JANUARY 1, 2007, DUE TO SCOTT BILL LEGISLATION)

ARTICLE XVII: TEACHER SUPPORT PROGRAMS

In the event that funding is re-allocated by the state for Teacher Support Programs, the District and Teachers Association will negotiate new contract language.

ARTICLE XVIII: ADULT EDUCATION

- A. In this Agreement, a full-time Adult Education teacher is one who is assigned a minimum of thirty (30) hours per week. All full-time Adult Education teachers shall be paid according to their respective placement on the Teacher's Salary Schedule and are provided all the teacher benefits provided under provisions of Article XXIV. Health and Welfare Benefits and are entitled to all leaves.
- B. The Board shall provide hourly Adult Education teachers assigned twenty (20) hours, but less than thirty (30) hours of instructional time per week with all teacher benefits provided under provisions of Article XXIV. Health and Welfare Benefits, for all full-time teachers in the District and shall be paid in accordance with the Adult Education Hourly Rate Schedule found in Appendix H.
- C. The Board shall provide hourly Adult Education teachers assigned fifteen (15) hours, but less than twenty (20) hours of instructional time per week with 50 percent of the plan premium paid for any sponsored health and accident plan only in which the part-time teacher enrolls during an open enrollment period or within thirty (30) calendar days of initial employment each school year. The part-time teacher shall pay for the balance of the plan premium through an appropriate payroll deduction process that shall be made available for that purpose by the District.
- D. Each Adult School teacher, teaching twelve (12) to fourteen (14) hours per week, may elect to enroll in one of the District's sponsored health and accident plans, and by enrolling in the plan of his/her choice during the regular open enrollment period or within thirty (30) calendar days of initial employment each school year, by paying the monthly premiums for the plan selected, through an appropriate deduction process that shall be made available for this purpose by the District.
- E. Adult Education Teachers who work less than twenty hours (20) per week shall be paid according to their proper placement on the Adult Education Hourly Rate Salary Schedule found in Appendix H.
- F. For purposes of Adult Education, an hourly teacher shall receive one (1) hour of cumulative sick leave for eighteen and three-tenths (18.3) instructional hours worked.
- G. Hourly Adult Education teachers shall be entitled to the following leaves: Sick, Maternity, Industrial Accident and Illness, Bereavement, Personal Necessity, Personal Business, and Family Illness.
- H. For purpose of Adult Education, any teacher assigned more than thirty (30) hours per week shall be additionally compensated at an hourly rate that they would have received were they regularly employed hourly teacher working twenty (20) to twenty-four (24) hours per week.
- I. Full-time Adult Education teachers, hired after July 1, 1991, shall receive credit on the Salary Schedule for prior teaching experience outside of the School District. This prior teaching experience shall be credited on a year-to-year basis up to a maximum of seven (7) years. Teaching experience must be in Adult Education Programs and must be within the past seven (7) years.
- J. Part-time hourly Adult Education teachers, hired after July 1, 1991, shall receive credit on the Hourly Adult Education Teacher Salary Schedule (Appendix H) for prior part-time or full-time teaching experience outside of the School District. This prior teaching experience shall be credited on a year-to-year basis up to a maximum of seven (7) years. Teaching experience must be in Adult Education

Programs and must be within the past seven (7) years.

- K. Prior to changing the assignment of any Adult Education Teacher, full-time or hourly, the Director, Adult School or designee shall discuss the matter with each such teacher in question at least one class session ahead of the time a class must be closed due to inadequate enrollment, except for the first two sessions of any given class.
- L. Teachers with teaching assignments of 17 hours, but less than 27 hours, are eligible to work and be paid for one hour per week for curriculum planning time at the District stipend rate.

The planning time must be done on campus and one hour per month of the time may be designated by administration for the purpose of planning, staff development, department meetings, or other curricular needs. The paid staff development time will not be credited towards employees earning any District-paid benefits.

ARTICLE XIX: COUNSELORS

A. HIGH SCHOOL COUNSELORS

1. A standard work year for High School Counselors shall consist of the same workdays established for teachers as shown in Article XIV, Hours, Appendix N, plus nine (9) additional workdays. The additional nine days shall be scheduled consecutively with the teachers' work-year in August/September and/or in June. The site administrator shall notify Counselors of when they are to work the additional nine days prior to the end of the preceding regular school year.
2. By mutual consent of the Principal and the individual Counselor, days worked by Counselor within the specific calendar of workdays established in paragraph 1 above, may be substituted for days outside those established in paragraph 1 above.
3. By mutual agreement of the Principal, an individual Counselor, and the Superintendent or designee, a Counselor may be hired to work extra days, in addition to those cited above, at his/her current regular per diem salary rate.
4. High School TA Counselors shall be assigned on the basis of at least one (1) counselor for no more than 425 high school students (9-12). Such students shall be equally distributed among the counselors at each high school in such a manner as to establish uniform student loads for each counselor. Should a school site utilize counselors in a manner that removes students from the caseload of a counselor, the counselor ratio of 1 counselor to 425 students shall not be impacted to accommodate such programmatic changes without unanimous consent of all the counselors at that school site. One (1) counselor shall be assigned to the Continuation High School. Counselor(s), if needed as determined by the Director, Adult Education, shall be assigned to the Adult School.
5. Counselors shall not be assigned any lunchtime supervision. SB813 shall be outside of the regular workday and on a voluntary basis.
6. Counselors shall not be assigned to any supervision duties, except in situations of extreme emergency that shall be subject to the tests of true urgency and reasonableness.
7. The salary schedule for Counselors is depicted in Article XXII, Wages, Appendix D.
8. Any Counselor performing Summer School work shall be paid at the Summer School teacher rate.
9. No Counselor shall be required to make a home visit which the individual Counselor feels may pose a potential threat to his/her personal safety. No Counselor shall be required to make any home visitation outside his/her regular prescribed workday. This provision shall not prevent an individual Counselor from voluntarily opting to make home visits. Whether an individual Counselor opts to make home visits shall not be a proper subject for inclusion on that employee's formal written evaluation.
10. No Counselor shall be assigned to teach any class in addition to his/her regular counseling duties.

11. The Counselor's workday shall start thirty (30) minutes before the beginning of the regular student instructional day and end thirty (30) minutes after the end of the regular instructional day.
12. High School Counselors shall not normally be required to work with students on related discipline and/or attendance problems.

B. MIDDLE SCHOOL COUNSELORS

1. Standard work year for Middle School Counselors shall consist of the same workdays for teachers as shown in Article XIV, Hours, Appendix N.
2. By mutual agreement of the Principal, an individual Middle School Counselor, and the Superintendent or designee, a Middle School Counselor may be hired to work extra days, in addition to those cited above, at his/her current regular per diem salary rate.
3. Middle School Counselors shall not be assigned supervision duties except in situations of extreme emergency that shall be subject to the tests of true urgency and reasonableness.
4. One Counselor shall be assigned at each Middle School.

Counselors shall not be assigned any lunchtime supervision. SB813 shall be outside of the regular workday and on a voluntary basis.

5. The salary schedule for Middle School Counselors is depicted in Article XXII, Wages, Appendix D.
6. Any Middle School Counselor performing Summer School work shall be paid at the Summer School teacher rate.
7. No Middle School Counselor shall be required to make a home visit which the individual Middle School Counselor feels may pose a potential threat to his/her personal safety. No Middle School Counselor shall be required to make any home visitation outside his/her regular prescribed workday. This provision shall not prevent an individual Middle School Counselor from voluntarily opting to make home visits. Whether an individual Middle School Counselor opts to make home visits shall not be a proper subject for inclusion on that employee's formal written evaluation.
8. The Middle School Counselor workday shall start thirty (30) minutes before the beginning of the student instructional day and end thirty (30) minutes after the end of the regular student instructional day.
9. Middle School Counselors will not be assigned to regular teaching duties. Regular teaching duties is considered one in which the Middle School Counselor assigns grades. This paragraph is meant to allow the Middle School Counselor to teach Career or units pertaining to Middle School Counselor related units.
10. The Middle School Counselor shall be at the school site when parent conferences are scheduled.

11. Middle School Counselors shall not normally be required to work with students on discipline matters.

ARTICLE XX: LEAVES OF ABSENCE

A. PROVISIONS APPLICABLE TO ALL LEAVES

1. Affidavit of Absence

Within two (2) teacher workdays after returning from an absence, each teacher will complete an Affidavit of Absence.

2. Verification of Absence

When returning from absence for illness reasons, a teacher absent five (5) days or less: shall check illness or days deduct on the verification form. A teacher who is absent six (6) consecutive days or more shall check illness or days deduct on the verification form and provide a statement from the medical doctor or licensed practitioner stating the dates of the absence and the teacher's fitness to return to work. Additionally, it shall be the prerogative of the District to require verification of absence if the District has reason to believe that the leave day(s) may not have been used for the purposes stated. If such verification is requested, the supervisor will give the teacher a written statement citing the specific reasons leading to the verification request, the proposed action to be taken and explaining to the teacher his/her right to appeal the proposed action through the Grievance Procedure, Article VIII, Grievance procedures, for final determination. Any actions resulting from this verification process will be instituted only after the appeal process has been concluded.

3. The Board of Education authorizes the Superintendent or his/her designated representative to require health examinations of teachers when, he/she has reason to believe it appears to be necessary to protect the health and general well-being of the teacher, students, or other employees. This is without loss of pay to the teacher. When such examination is required, it shall be conducted by a doctor selected by the District and at no cost to the teacher. The District may use the results of the examination in determining whether any leave is appropriate or in determining if the teacher is capable of returning to work.

4. Teachers absent for reasons not specified in this Article shall have their monthly salary reduced by one day's salary for each day of unauthorized absence.

5. Paid leave of absence is defined as a leave granted by the Board of Education that entitles a teacher to receive his/her current wages, Health and Welfare benefits, and retirement benefits. A teacher on paid leave of absence receives credit for annual salary increment during the leave. Teachers on paid leave for less than one (1) semester or an equivalent number of days thereof shall return to their previous position, provided it still exists. Teachers on a paid leave for one (1) semester or more shall be considered a surplus teacher under the provisions of Article XII, Transfers and Reassignments.

6. Unpaid leave of absence is defined as a leave granted by the Board of Education that entitles a teacher to be absent, without compensation, for a specified period of time. Teachers on unpaid leave for less than one (1) semester or an equivalent number of days thereof shall return to their previous position, provided it still exists. Teachers on unpaid leave for one (1) semester or more

shall be considered a surplus teacher under the provisions of Article XII, Transfers and Reassignments.

7. Teachers granted long term leave of absence shall sign an agreement that the Board of Education will be given written notice of their intention to return at least sixty (60) days prior to the term of leave. Failure to so notify the Board of Education shall be deemed to constitute a resignation on the part of the teacher.
8. An unpaid leave of absence for a maximum of one school year may be granted to teachers for any reason deemed acceptable by the Board of Education. Upon written request of the teacher, the superintendent or his/her designee may authorize up to thirty (30) calendar days of unpaid leave.
9. Any employee requesting an extension to his/her existing leave of absence shall notify both his/her immediate supervisor and the Division of Human Resources at the earliest possible date. No extension to a leave is granted until acted upon by the Board of Education or its designee.

B. STATUS FOR FRINGE BENEFIT PURPOSES

1. Teachers on medically related leaves of absence (as opposed to a voluntary unpaid leave of absence), shall have the right to remain enrolled in the District sponsored/paid Health and Welfare benefit programs as described in Article XXIV. Health and Welfare Benefits, for period of up to twenty-four (24) calendar months from the date said medical related leave commences. Any teacher who has accumulated sick leave in excess of twenty-four (24) calendar months, under applicable Education Code provisions, shall be allowed to utilize the greater amount of sick leave days in excess of twenty-four (24) calendar months.

(Teachers currently affected by this article will be grandfathered under the thirty-six months allowed in previous Contract language.)

2. Teachers on unpaid leave will be required to pay the gross premium due from the beginning date of the leave.
3. Payment must be made by check or money order in the gross premium amount payable to each respective plan and sent to the District's Business Division, not later than the first (1st) of the month in which the premium is due. It shall be the sole responsibility of the teacher to make such payments in order to assure his/her continued enrollment.
4. Termination of enrollment for any teacher on leave occurs immediately at the close of the coverage period for which the last premium was made, either by deduction or direct payment:
 - a. By failure of the teacher to pay his/her portion of the premium.
 - b. On cancellation by the teacher at any time he/she desires, upon filing the appropriate forms.
 - c. Upon termination of employment.

d. By failure of the teacher on leave to notify the District of his/her desire to continue the insurance as provided in Section A.

e. At the close of the Enrollment Year because of a teacher's loss of eligibility.

C. BEREAVEMENT

1. Each teacher shall be entitled to five (5) days per death, with full pay, when such absence is caused by the death of a member of his/her immediate family. The term "immediate family" used here means the mother, father, brother, sister, stepparent, grandmother, grandfather, aunt, uncle, niece, nephew, or grandchild of the teacher or of the spouse of the teacher, and the spouse/domestic partner (as defined by law), son, son-in-law, daughter, daughter-in-law, stepchild, brother-in-law, sister-in-law of the teacher, or any relative living in the immediate household of the teacher.

2. If a member of a teacher's immediate family, residing more than 1,000 miles from a teacher's place of residence, passes away, the teacher shall be entitled to up to seven (7) days off per death, with full pay, if services are actually attended as verified by the Employee Affidavit of Absence.

D. EDUCATIONAL MEETINGS

Teachers who are absent for the purpose of attending educational meetings when no additional funds are to be appropriated for the expense of those individuals who attend such meetings, may be approved by the immediate supervisor. Such absences, if approved, would be without loss of pay.

E. PARENT OBLIGATION LEAVE

The Board of Education shall allow teachers, who are parents, guardians, grandparents having custody of one (1) or more children in K-12, or a licensed childcare provider, inclusive, to take up to forty (40) hours each school year, not exceeding eight (8) hours in any calendar month of the school year, to participate in school activities of any such child. Teacher(s) may utilize personal necessity or personal business leave for such school visits. The teacher may also utilize time off without pay to conduct such school visits. The teacher shall provide the school District with twenty-four (24) hours advance notice prior to making such a school visit during normal work hours.

F. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. AMOUNT OF LEAVE

Each teacher employed on a regular basis shall be allowed sixty (60) working days, exclusive of all days the teacher is not required to render service to the District, each school year with full pay for absences resulting from an industrial illness or accident.

2. ELIGIBILITY

Each teacher who is absent because of illness or injury resulting from an industrial accident and qualifying under provisions of the District's Workers' Compensation Insurance Plan, will be entitled to the benefits of this section.

3. BENEFITS

Each teacher absent under the provisions of this section will maintain all rights and benefits that would accrue to him/her had he/she been on the job. The provisions of this section shall not be accumulative from year to year. No charge will be made against the teacher's accumulated sick leave for the first sixty (60) working days of the absence.

4. PAYMENT OF SALARY - FIRST SIXTY WORKING DAYS

Teachers will receive not less than full salary at the rate being earned at the time of the illness or accident.

5. PAYMENT OF SALARY - AFTER SIXTIETH WORKING DAY

When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to their sick leave, shall be used. If, however, an employee is still receiving temporary disability payments under Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay. Teachers who exhaust all accumulated sick leave and who are entitled to the difference between their regular salary and that paid to the substitute, as required by law, will be paid that difference by the District, and will retain any monies to which they are entitled from Workers' Compensation. The application for sick leave shall be made in the same manner as though the absence were for a "non-injury" illness. Teachers who exhaust all provisions for full salary, and are not able to return to work, will continue to receive whatever monies are due them from the District's Worker's Compensation Insurance Plan. The amount and length of time teachers receive these monies will be determined by the District's Workers' Compensation Insurance Plan administrators, in accordance with the laws governing Workers' Compensation benefits.

6. TERMINATION OF BENEFITS

Benefits granted in accordance with this policy will terminate the time the teacher is released by the District's Workers' Compensation Insurance Plan administrators.

7. END OF SCHOOL YEAR

When an industrial accident or illness leave overlaps the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

8. RETURN TO WORK

Any teacher absent under this Article will be required to furnish proof that he/she is able to resume his/her normal duties. Proof shall be a statement from the physician who treated the teacher for the illness or accident. The physician must specify restrictions, if any, and the length of time these restrictions will need to apply to the teacher. The teacher shall inform the District of the date when a return to service will occur. This notice shall be provided within a reasonable

number of working days before the return.

G. FAMILY AND MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

The intent of this section is to comply with the requirements of the FMLA, CFRA, and any other applicable California law, including the regulations under each law. Where there is a conflict between FMLA and CFRA, the law or regulations that provide the greater benefit to the employee shall apply.

As required by the FMLA and CFRA an eligible teacher shall be entitled to up to twelve (12) workweeks of unpaid leave during a twelve (12) month period to care for:

1. The teacher's newborn child or a child placed with the teacher for adoption or foster care, within twelve (12) months of the birth of the child or placement for adoption or foster care, or
2. The teacher's spouse, registered domestic partner (as defined by California law), child or parent (including parent-in-law) with a serious health condition, or
3. A teacher's own serious health condition, or
4. A teacher's parent, spouse, child or next of kin with a serious illness or injury sustained in the line of duty on active duty by a military servicemember or veteran (26 FMLA workweeks), or
5. For qualifying exigency arising out of the fact that a spouse, child, or parent of the teacher is a covered servicemember on covered active duty or has been notified of an impending call or order to covered active military duty.

In order to be eligible for family and medical leave, an employee must have been employed by the District for at least twelve (12) months (which need not be consecutive) and have actually worked 1,250 hours in the 12 months immediately prior to commencing the leave. Full-time classroom teachers are presumed to work 1,250 hours unless the District can provide differently.

The District shall grant up to twelve (12) workweeks of leave for each 12-month school year (extending from July 1st through June 30th). Any leave taken under other provisions of this Article which would be covered by FMLA and/or CFRA shall be counted as part of the twelve (12) weeks allotted by this paragraph.

When such a leave is foreseeable, such as for the birth of a child or planned medical treatment, a teacher shall give the District thirty (30) days advance written notice. When leave is not foreseeable, a teacher shall give written notice to the District within one working day of learning of the need for leave.

The District shall continue all group health coverage plans for a teacher on such leave at the same level of benefits and under the same conditions that existed while the teacher was working. If the District changes a health plan during a teacher's leave, the change applies to the teacher as if still on the job. The teacher shall be required to continue to pay his/her portion of the insurance premium while on leave.

The District may require a teacher to report his/her status and intention to return to work. After a leave, the District shall reinstate the teacher to the same position held before the leave. If a teacher gives an unequivocal notice of intent not to return to work, the District's obligation to provide health benefits and

to reinstate the teacher ceases. However, this obligation continues if the teacher indicates he or she may be unable to return to work but expresses a continuing desire to do so.

Upon the teacher's return to work, the District shall reinstate all benefits at the same level provided when the leave began without any form of requalification. Any changes in benefits not based on service during the leave period shall be effective upon the teacher's return to work.

H. PERSONAL NECESSITY LEAVE

1. Each teacher entitled to sick leave may, at his/her election, use up to thirteen (13) days per year of his/her accumulated sick leave for personal necessity. The teacher will notify his/her immediate supervisor of his/her election to make such personal necessity leave and will indicate the dates of the leave and the reason, therefore.
2. Advanced permission to take personal necessity leave must be requested by the teacher except for items a, b, and c listed below. Permission will be granted providing proof can be established to the satisfaction of the District, that a personal necessity does exist. Personal necessity shall be based on the following conditions:
 - a. Death of a member of his/her immediate family when additional leave is required beyond that provided in Bereavement Leave, or serious illness of a member of his/her immediate family as defined in this leave;
 - b. Accident involving the property of his/her person, or the person or property of a member of the immediate family as defined in this leave;
 - c. Attendance at high school, college, and/or university-level graduation for a member of the immediate family as defined in this leave;
 - d. Attendance at a wedding or funeral of a close friend;
 - e. Observance of no more than two nationally recognized religious holiday other than those scheduled on the teacher work year calendar in Appendix N, O, P and Q;
 - f. Any other reason which may be determined by the Board of Education.
3. If the teacher receives remuneration for participation in the function or event, it will not cause the request to be denied, but the leave will be revised to non-pay status proportionate to the remuneration received.
4. The definition of "immediate family" as used here means the mother, father, brother, sister, stepparent, grandmother, grandfather, aunt, uncle, niece, nephew, or grandchild of the teacher or of the spouse of the teacher, and the spouse/domestic partner (as defined by law), son, son-in-law, stepchild, brother-in-law, sister-in-law of the teacher, or any relative living in the immediate household of the teacher.

5. The days allowed shall be deducted from and may not exceed the number of full days of the illness leave to which the teacher is entitled.

I. PAID JURY DUTY

When called upon in a manner prescribed by law, the unit member shall be granted a leave of absence, with pay, if proof from the court is submitted by the employee, to serve as a juror for no more than ten (10) days. The District will provide to each employee who notifies the District in writing that he or she has been called for jury duty, a standard letter to the court confirming that the District only pays jury duty pay for ten (10) days annually for each member. Compensation received for jury service shall not exceed the unit member's daily compensation. Therefore, a member on jury duty leave shall endorse jury fee checks received for the first ten (10) days of service to the District. It is understood that bargaining unit members who are able to postpone jury duty to the summer break, winter break, or spring break shall be compensated at the day-to-day substitute rate of pay for a period not to exceed five (5) days.

J. PERSONAL BUSINESS LEAVE

Up to a maximum of six (6) days per year may be utilized in this section for Personal Business. A teacher who requests Personal Business leave must do so at least one (1) teacher workday in advance. No request for Personal Business leave shall be granted during the first or last week of school, not any day immediately preceding or following a holiday; a legal or local holiday as enumerated in the applicable teacher work year calendar in either Appendix N, O, P and Q. Any leave days utilized are subtracted from Personal Necessity days and hence from accumulated Sick Leave.

K. PREGNANCY DISABILITY AND CHILD CARE LEAVE

The intent of this section is to follow the requirements of the laws that pertain to pregnancy and childbirth. If these laws are amended, the District shall comply with the laws' requirements as amended.

1. PREGNANCY DISABILITY

- a. During the period of time in which the teacher is certified by her physician as being medically unable to perform her regular duties due to pregnancy, miscarriage, childbirth, and other related medical conditions, she shall be permitted to utilize her benefits under this Article, including, but not limited to, the Sick Leave Section, under the same terms and conditions as for other temporary disabilities. While disabled by pregnancy, miscarriage, childbirth, or related medical conditions, the teacher will be using her entitlement to leave under the Pregnancy Disability Leave Act. This leave may not be used for childbirth preparation or for child bonding.
- b. A teacher may request unpaid leave for pregnancy or childbirth preparation or childcare after the birth. The request shall be in writing.
- c. A teacher may work during the pregnancy until the date of disability, as certified by the teacher's attending physician.

2. Paid Child Care/Parental Leave

The intent of this section is to follow the requirements of Parental Leave, as defined by Assembly Bill AB 2393. If this law is amended, the District shall comply with the law's requirements as amended.

- a. Effective January 1, 2017, as provided by Education Code section 44977.5, teachers shall be entitled to parental leave as set forth in this section.
- b. For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the teacher's child, or the placement of a child with the teacher for adoption or foster care.
- c. Teachers shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
- d. When a teacher has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code Section 12945.2), he/she shall be entitled to substitute differential pay or no less than fifty percent (50%) of his/her regular salary for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as set forth in Section O.4., below, but shall not count against the leave entitlement set forth in that Section. In order to use substitute differential pay, the teacher must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
- e. Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.
- f. A teacher shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.
- g. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.
- h. When such a leave is foreseeable, such as for the birth of a child or parental bonding, a teacher shall give at least thirty (30) calendar days' notice of the birth of a child and intent to take parental leave under this section. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

3. CHILD CARE LEAVE

A leave of absence shall be granted to a teacher without pay for the purpose of raising his/her natural or adopted child, for one year. Upon written request, an extension of one year may be granted.

L. MILITARY LEAVE

1. Teachers who enlist or are called into the armed forces of the United States shall be entitled to the benefits of Sections 45059-45060 of the California Education Code and Sections 395.I and 395.4 of the Military and Veterans Code, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).
2. Teachers shall receive one-tenth of the annual salary established for their position for the first thirty (30) days of such military service, in accordance with law.

M. PEACE CORPS

A leave of absence, not to exceed two complete school years, may be granted to any teacher who is accepted for service in the Peace Corps. Upon return to the service of the District, said teacher shall be granted salary step credit for the period of time the teacher was on leave and shall have any sick leave and unused vacation benefits restored.

An incomplete probationary period, if any, must be completed upon reinstatement.

N. PUBLIC OFFICE

Leave of absence to hold public office may be granted by the Board of Education for a period of time to be determined by the Board.

O. SICK LEAVE

1. The purpose of sick leave shall be for physical and mental disabilities which make the teacher's presence impractical. Teachers may use seven (7) days of sick leave in any calendar year to attend to the illness of their child, parent, spouse, domestic partner, or domestic partner's child.

2. AMOUNT

Effective July 1, 2009, Teachers shall be provided thirteen (13) days of paid sick leave per year. Counselors who work nine (9) extra days shall be provided fourteen (14) paid sick leave days per year.

3. ACCUMULATION

The amount of leave not taken each year under the provisions of this policy shall be accumulated from year to year.

4. LIMITATIONS OF PAY - PERMANENT AND PROBATIONARY TEACHERS

Permanent teachers who are absent due to illness, or accident and who have used their current and accumulated sick leave, shall be paid the difference between their gross per diem salary rate and that of a substitute teacher or, if no substitute teacher were employed, the amount which would have been paid to the substitute teacher had one been employed, for five (5) school months. The five (5) school months or end of the school year period shall begin after the current

and accumulated sick leave has been utilized. A permanent teacher who is absent for less than five (5) school months when the school year ends, and continues to be absent due to illness or injury, shall at the beginning of the subsequent new school year, receive his/her thirteen (13) days of current sick leave for that new school year and the balance of the five (5) months brought forward from the prior year. Following the five (5) school months of differential pay, the permanent teacher shall be on unpaid leave status and placed on a thirty-nine (39) month reemployment list, per Ed Code section 44978.1.

Probationary teachers who are absent due to illness, or accident, and who have used their accumulated sick leave, shall be paid the difference between their per diem salary rate and that of a substitute teacher, or, if no substitute teacher was employed, the amount which would have been paid to the substitute teacher had one been employed for the period of five (5) school months.

Following the five (5) school months of differential pay, the probationary teacher shall be on an unpaid leave status if retained by the district and placed on a twenty-four (24) month reemployment list.

5. HOURLY TEACHERS

Regularly employed hourly teachers will be credited with one (1) hour of sick leave for each eighteen and three-tenths (18.3) hours of pay. Unused sick leave will accumulate from year to year.

Earned sick leave for hourly employees will be paid on the basis of the average number of hours of their specific assignment. Payment of sick leave cannot exceed the amount of sick leave accumulated to the day of absence.

6. DISABILITY LEAVE

The District shall grant a leave of absence to any teacher who has applied for a disability allowance from the State Teachers' Retirement System. This leave shall not exceed thirty (30) days beyond the final determination of the disability allowance. If the teacher is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months.

7. REPORT ON UNUSED SICK LEAVE

The District shall provide each teacher with an accounting of the number of days of sick leave he/she has accumulated, plus the number of days to which the teacher is entitled for the current school year. This accounting shall be given to the teacher by the end of the first school month of each year.

8. DONATED SICK LEAVE

- a. Certificated employees may donate sick leave to another member of the certificated employee bargaining unit who qualifies for leave due to an unforeseen event affecting the

employee's health, and the employee has exhausted all fully paid leaves of absence.

- b. Employees who choose to donate sick leave may donate from his/her accrued sick leave.
- c. For this situation, sick leave donation shall be made in terms of days and shall be utilized in terms of days.
- d. Employees who would like to donate sick days to a specific employee must complete a Sick Leave Donation form and return said form to the Human Resources Office.
- e. Donations will be transferred to the recipient as needed in the order they are received by the Human Resources Office. Donated sick leave not used by the recipient shall be returned to the individual donors by the end of the fiscal year in question.
- f. The recipient of donated sick leave shall be required to exhaust sick leave as it is credited during the absence due to the unforeseen event.
- g. Donated sick leave used by the recipient shall run concurrently with the five (5) month differential pay as outlined in Article XX. Leaves of Absence, Section P, Sub-section 4.
- h. Nothing in this section shall be interpreted to entitle an employee to a leave of absence, with or without pay. Entitlement to leave shall be regulated by other applicable provisions of this Agreement.
- i. Verification of transfer of days will be provided by the District on an annual basis to the donor employee as well as the beneficiary.

P. SPECIAL OBLIGATION

- 1. In order to participate in a lawful function or event which a teacher conscientiously feels is unavoidable and indispensable to him/her, a one day leave of absence with pay each year, non-accumulative, may be allowed provided that:
 - a. The function or event is imposed because of an obligation resulting from the teacher's rank, status, or conviction, and
 - b. The teacher notifies his/her supervisor before the end of the working day prior to his/her intended absences, and
 - c. A suitable substitute or other provision for coverage can be made that is mutually agreeable to the teacher and the administrator or supervisor, and
 - d. The teacher receives no remuneration for participation in such function or event, and
 - e. Participation in the function or event can occur only during working hours, and
 - f. The teacher returns to work the same day, if arranged in advance, and if such participation

does not require absence of the full working day, for which no less than two (2) days will be chargeable as Special Obligation Leave, and

- g. In no case will such participation be recreation in nature, and
- h. No leave will be approved that is provided by any other provision of Policies and Bylaws and Rules and Regulations of the Norwalk-La Mirada Unified School District nor for purposes prohibited therein.

Q. UNPAID LEAVES

A leave of absence for one school year, without pay, may be granted to teachers for any reason deemed acceptable by the Board of Education.

Leaves may be extended for one year by the Board of Education if an acceptable reason is provided.

ARTICLE XXI: SUMMER SCHOOL TEACHERS

- A. Information relative to summer school teaching positions available each year shall be distributed by the Division of Human Resources, within the District six (6) weeks prior to the last instructional day of the current school year. This information shall include all District-required duties, programs, and assessments that are relevant to the teaching assignment. This information shall be distributed to each site and shall be posted in a conspicuous place on a bulletin board at each respective site. A deadline shall be advertised for the filing of applications from teachers for all such summer school teaching jobs.
- B. Appropriate summer school teaching position application forms will be accessible online for all interested teachers. Completed applications shall be filed directly with the Division of Human Resources by the deadline date as indicated on the application.
- C. Selection and appointment of District summer school personnel shall be the direct responsibility of the Assistant Superintendent, Human Resources or his or her designee in compliance with this article. Selections will be made and announced at least two (2) weeks prior to the last instructional day of the current school year.
- D. Regularly employed teachers of the District shall be given preference over teachers outside the District for summer school placement. The order of preference shall be Permanent, Probationary, Temporary, Substitute, and outside candidates. A current satisfactory evaluation of regular teaching performance is required for consideration for summer school teaching assignments. It is understood that the latest evaluation received by the teacher is the basis of determining satisfactory status.
- E. Teachers selected to teach summer school, shall teach no more than two consecutive years in a row. The only exception to this provision would be if no other teachers within the District who have applied are qualified to teach for a particular summer school teaching job, and a vacancy still remains to be filled. The intent of the section is to periodically rotate summer school teaching positions among all qualified applicants.
- F. Regular and Special Education Summer School Teachers, Counselors, and Nurses shall be required to work up to five (5) day workweek with the following minutes per summer school day:

At the Elementary School Level - 325 minutes.

At the Middle School Level - 325 minutes.

At the High School Level - 343.75 minutes.

All Summer School Teachers, Counselors, and Nurses shall be provided assigned duty-free physical relief breaks of no less than twenty (20) minutes total per day inclusive of passing. The schedule of the break(s) shall be determined by each site.

All Regular and Special Education Summer School Teachers, Counselors, and Nurses shall be paid the daily rate enumerated in Appendix I of this Agreement.

ARTICLE XXII: WAGES

- A. The Salary Schedule and Extra Pay rates applicable to all teachers are set forth in Appendices A through K.
- B. The payroll period shall be defined as eleven (11) monthly salary payments shall be made not later than the last working day of the calendar month teachers are required to work, except December and June.

For December only, the following teacher-initiated options shall prevail. If the teacher is signed up for direct deposit of his/her payroll warrants, then the December payroll warrant should be deposited to each such teacher's receiving account by the last District Office working day in December.

If the teacher has not signed up for direct deposit of his/her pay warrants, the December warrant will be mailed.

For June, a teacher will be paid on June 30, and the check will be mailed.

1. The warrant will be dispensed from a location at the District Office.
2. The warrant will be mailed to the teacher's home.

Salary payment for services in addition to the teacher's regular assignment shall be made within a reasonable time period following the time that the service was completed.

- C. Assignments of teachers to scale will be in accordance with Appendix L.
- D. Assignments of Permit and Home Base Teachers to scale will be in accordance with Appendices E, F, and G.
- E. Teachers who are required/directed to return to work for the District for any purpose on days not scheduled as regular workdays as exhibited in Appendices N and O, shall be paid at each teacher's respective per diem rate, for each such extra day worked.

A full workday for these purposes is defined as 6.5 hours excluding lunch. Workdays of less than 6.5 hours will be prorated.

- F. Teachers who have completed fourteen (14) or more years of full-time paid service to the District shall receive an additional anniversary increment. The amount shall be reflected in the basic teacher salary schedule.
- G. Teachers who have completed nineteen (19) or more years of full-time paid service to the District shall receive an additional anniversary increment each year. The amount shall be reflected in the basic teacher salary schedule.
- H. Teachers who have completed twenty-three (23) or more years of full-time paid service to the District shall receive a second additional anniversary increment each year. The amount shall be reflected in

the basic teacher salary schedule.

- I. Teachers who have completed twenty-nine (29) or more years of full-time paid service to the District shall receive a third additional anniversary increment each year. The amount shall be reflected in the basic teacher salary schedule.
- J. Each fiscal year the District shall pay each teacher with either a Ph.D. or Ed.D. Degree, a bonus sum in the amount of \$1,000 per each fiscal year. Said bonus amount shall be added to each eligible teacher's tenths salary warrant and be subject to the State Teacher's Retirement System employee-employer retirement contributions.

In addition, the parties agree that teachers with Ph.D. or Ed.D. Degree will register the degree with the Division of Human Resources so that the bonus can be paid. In order to receive the bonus, each teacher will have to provide the School District with a photocopy of the respective Ph.D. or Ed.D. degree, or a transcript clearly showing the attainment of a Ph.D. or Ed.D.

- K. Teachers who are required and authorized by the site administrator to use their personal automobiles in performance of their duties shall be reimbursed at the rate of maximum rate allowed per mile by regulation of the Internal Revenue Service.
- L. The District shall not pay any salary rate or extra-duty stipend to any member of the certificated employee bargaining unit, that is not included in either Appendix I, J, or K, of this Agreement. This provision shall include the allocation of Renewal Funds granted to each school site for program renewal.
- M. The basic teachers' salary schedule shall be structured on the basis of equal three and three-tenths percent (3.3%) incremental increases between all steps on the schedule and equal five percent (5%) incremental increases between all scales on the schedule. The last salary increments before anniversary increases for longevity are Scale 1, Step 9; Scale 2, Step 10; Scale 3, Step 11; Scale 4, Step 12; and Scale 5, Step 12.

Anniversary increments for longevity are listed below:

- 1st Anniversary – Step 15 3.2% Less than Step 20 increment
- 2nd Anniversary – Step 20 6.4% Increase over last salary increment as noted above
- 3rd Anniversary – Step 24 4.9% Increase over 2nd anniversary
- 4th Anniversary – Step 30 4.9% Increase over 3rd anniversary

- N. The District shall provide a process under which each certificated employee, at his/her option, can cause his/her monthly pay warrant to be directly deposited to the respective teacher's personal checking account in the bank or credit union of his/her choice.
- O. The parties agree to negotiate the 2022-2023 and the 2023-2024 Wage increase, Health Benefits and Teacher Work Year Calendar and two (2) reopeners.
- P. PTAP Support Providers shall receive a stipend per year, pro rata, for services provided to each assigned teacher. Assignments of PTAP Support Providers to assist a specific teacher shall be made

by the Director of Head Start/State Preschool Programs. Services shall be provided consistent with the PTAP Support Provider Job Description. The selection process for the position of PTAP Support Provider shall be based on an interview process of qualified candidates.

- Q. Vocational/Work Experience Credit for the purpose of placement on Appendix C (Salary Schedule) will be determined by Human Resources. Experience will be based upon verifiable vocational experience that shall require qualified individuals to provide professional references who can validate work history. This credit (maximum 5 years) may be granted to attract highly qualified individuals whose experience would be beneficial to the District.
- a. Effective July 1, 2013 the District shall insert Appendix C (Vocational Education Teacher Salary Schedule) for Vocational Education Teachers. New Steps added into Scale 1 BA column will be structured on the basis of equal three and three-tenths percent (3.3%) incremental increases.

R. EXTENSION OF WORK-YEAR – PROFESSIONAL DEVELOPMENT DAYS

1. Effective July 1, 2020, two (2) additional student-free workdays will be added to the work-year represented by NLMUSD certificated salary schedules as Professional Development Days. One day will be added prior to the Teacher Preparation Day and the second day will be selected by the District in consultation with TANLA.
2. Payment to unit member for each day shall be a their per diem rate.
3. These two (2) additional Professional Development workdays are only provided to:
 - TK-12th Grade Teachers and Elementary and Middle School Counselors modifying their work-year from 183 workdays to 185 workdays; and
 - High school Counselors modifying their work-year from 192 workdays to 194 workdays.
4. The second Professional Development workday is contingent upon Los Angeles County Office of Education's approval of our Local Control Accountability Plan.
5. If the Local Control Funding Formula changes or the District determines a need to eliminate the implementation of these Professional Development Days, the District and the exclusive bargaining unit representative will negotiate, to extent allowable under applicable law, the effects of the elimination.
6. For the 2021-2022 and 2022-2023 school years, one additional student-free workday will be added to the work-year represented by NLMUSD certificated salary schedules as a Professional Development Day (excluding the Preschool Program and Adult School).

ARTICLE XXIII: ALLOCATION OF LOTTERY FUNDS FOR SCHOOL SITE RENEWAL

A. RATIONALE FOR THE ALLOCATION OF LOTTERY FUNDS.

The District and TANLA agree that programs and processes require financial support in order to function effectively. To that end the following agreements have been reached regarding the allocation of a percentage of the lottery funds received by the District in order to facilitate school site projects.

B. SITE ALLOCATION OF LOTTERY FUNDS

1. Twelve percent (12%) of the total California Lottery Funds received by the District each fiscal year, shall be allocated to each school site for use in the attainment of goals and programs established in the site's School Improvement Plan and shall be under the administration and control of the site's School Site Council.
2. All lottery funds shall be allocated to the schools on a per year ADA basis using the prior year's funded rate for Lottery Funds. Each school's ADA is then multiplied by the derived dollar amount and that determines the allocation for each individual school.)
3. These funds may be expended on any legal and instructionally appropriate items, materials, programs or other necessary supplies and equipment that will assist the school in the attainment of improved instructional and educational environment for the students.
4. Should these lottery funds be utilized to provide additional instructional days or hours for teachers, any teacher who volunteers to work such extended days or hours shall be paid at the teacher's per diem rate of pay. All teachers at a site must be given an equitable opportunity to provide such service when such service is utilizing this funding source for payment.

ARTICLE XXIV: HEALTH AND WELFARE BENEFITS

A. FOR THE TERM OF THIS AGREEMENT:

In order to fund expenses of health plans (health insurance, dental insurance, life insurance and vision insurance) for eligible employees and dependents, the District agrees to contribute annually a total amount equal to \$10,350 per benefited employee contribution effective February 1, multiplied by the number of benefited employees to a fund to be designated the Health and Welfare (H&W) Self Insurance fund (an internal service proprietary fund).

H&W District Contribution of \$1,000,000 (ongoing) that will cover the first \$1,000,000 of any increase in total cost of premiums from plan year to plan year. If total cost of premiums from plan year to plan year exceed \$1,000,000, the increase will be borne by all eligible active employees on a floating percentage tied to the health benefit plan option selected by the benefited employee (PPO, HMO, Kaiser).

In a plan year where the total cost of premiums does not exceed \$1,000,000, district will still contribute the full amount and use any excess to mitigate employee out of pocket expenses for the up-and-coming plan year.

All costs attributable to employee health benefits will be expensed to this fund. Any surplus funds at year-end shall remain in the fund for the following year to defray any future increases in health benefit costs, which may occur. Any rebates of payments shall accrue to the Health and Welfare Self-Insurance Fund.

Subsequent to the District's annual contribution of \$10,350 per benefited employee, as well as the ongoing \$1,000,000 annual contribution directly to the Health & Welfare Self-Insurance fund, should health benefit cost exceed the funds available, the expenses in excess shall be borne by all eligible benefited employees on a floating percentage tied to the Health benefit plan option selected by the employee (PPO, HMO, Kaiser).

A Health Benefit Committee, comprised of representatives of employee bargaining units and management, is charged with the task of annually reviewing the District's health insurance plans and recommending changes. The following health and life insurance plans will be provided:

1. Health Insurance

The District shall offer one of the following two health insurance plans for employees:

Option A – A Fully insured Preferred Provider Organization (PPO)

Option B – A Health Maintenance Organization (HMO)

2. Dental Insurance

The District shall offer dental coverage under the Delta Preferred Dental Program to include spouses, domestic partners (as defined by law), and dependents. The District shall continue to offer one dental Preferred Provider Organization (PPO) and one dental Health Maintenance

Organization (HMO).

3. Life Insurance

The District shall offer a life insurance policy, which shall have a death benefit of twenty-five thousand dollars (\$25,000) through a fiscally responsible carrier. This policy shall not be a decreasing term policy.

4. Vision Insurance

The District shall continue to provide the policy currently in effect, Vision Service Plan.

5. Adult School teachers shall receive Health and Welfare benefits in accordance with Article XVIII, Adult Education Teacher.

6. Home teachers shall receive fringe benefits in a manner consistent with past practice.

7. Teachers paid on an hourly basis are not eligible for Health and Welfare Benefit coverage except as provided in Article XVIII, Adult Education Teachers.

8. Annually, the District and the Association may mutually agree to modify any provisions of the insurance plan as well as to seek quotes from other insurance carriers.

- B. Teachers who work a complete school year (185 Days) shall have Health and Welfare benefits under the District's Health and Welfare benefit program effective through the last day of August of the following year, in accordance with the insurance company's policy with the District. Teachers who are employed subsequent to the first day of the school year and who sign the appropriate enrollment forms by the end of the month shall have Health and Welfare benefits commence at the beginning of the month following the signing of the forms which shall be effective through the last day of August of the following year.
- C. Teachers who terminate their employment prior to the close of the school year shall have the District's Health and Welfare benefit programs through the last day of the month following the month in which the termination occurs, in accordance with the insurance company's policy with the District.
- D. Teachers shall continue to be covered under the District's Health and Welfare benefit program through the last day of December during the year of which this contract terminates.
- E. A teacher may add or subtract dependents to their selected Health and Dental Insurance program at any time during the school year by completing the necessary forms in the Office of Human Resources, providing that the Insurance Carrier will accept the application. Any person requiring a second addition during the year, other than for purposes of a newborn or adopted child or new spouse or domestic partner (as defined by law) or family because of new spouse or domestic partner (as defined by law), will be assessed a one-time only charge equal to one-half of the insurance cost for that month.
- F. Upon the death of a teacher, the coverage for the District paid health and accident plan in effect at that time shall remain in effect for the teacher's eligible dependents for three (3) months after the

end of the month in which the death occurred.

- G. The District shall pay its contribution and the employee (retiree) shall pay the same contribution as active employees for medical benefits, based on the plan selected (excluding dental, vision and life) for the teacher who has served the District six (6) complete years and spouse/domestic partner, if any, at date of retirement, from the date of retirement for a period of five (5) years or to the age of 65, whichever comes first. The retiree shall remain enrolled in the medical plan he/she was enrolled in during the last year of employment if available but may switch to another sponsored medical insurance plan during the open enrollment period. Benefits due to any surviving spouse or domestic partner (as defined by law) are defined under Section I. of the following paragraph.
- H. Upon the death of a teacher or retired teacher having served the District twenty (20) years or more, any surviving spouse or domestic partner (as defined by law) shall have the option to enroll or continue health insurance coverage available through the District at no cost to the District.
- I. During the term of this agreement, any teacher who retires shall have the opportunity to enroll in a District medical insurance at no cost to the District. The retired teacher shall have the opportunity to continue medical insurance at his/her cost, for life.

Coverage may be, at the retired teacher's option, for the teacher and an eligible spouse/domestic partner or dependent whose age is permitted by law.

For married couples employed by the District and entitled to health and welfare benefits, or retired with benefits, the District will provide one plan with no employee contribution for premiums. For retirees this is a medical plan only (no vision, dental, or life).

ARTICLE XXV: PROGRESSIVE DISCIPLINE AND JUST CAUSE

A. DISCIPLINE

1. No unit member shall be disciplined absent “just cause” and according to the principles of “progressive discipline.”
2. The District shall keep all information or proceedings regarding any such actual or proposed discipline confidential.
3. Progressive discipline and correction shall include, but not be limited to, the following:
 - a. Any verbal warning given to a unit member shall include a clear and concise statement of the applicable employment standard or standards of which the unit member has been accused of failing to comply with, and the unit member shall be informed as to the consequences of continued non-compliance or a repeat offense.
 - b. No written notices shall be given to any unit member unless he or she has first been given a verbal warning about a similar action or infraction within the past one (1) year.
 - c. No written reprimand shall be given to any unit member unless he or she has been given one (1) written warning about a similar action or infraction within the past year. A teacher may submit a written response (rebuttal) to the administrator within thirty (30) calendar days.
 - d. All such verbal and written notices shall be based on substantiated evidence.
 - e. In all cases where a unit member’s job performance is at issue, the District shall provide a real and continuing program of positive assistance to the unit member to overcome the alleged deficiencies. Such positive assistance shall include, but not be limited to, in-service training, conferences and workshops, demonstration teaching and classroom visitations, and other appropriate activities directly related to the alleged deficiencies. These shall normally occur on District time and at District expense.
 - f. The Association shall be afforded the right to represent the unit member at all stages in the progressive discipline process and the unit member shall have the right to request representation and action by the Association.
4. In cases of serious misconduct, the foregoing remedial steps need not be taken, and the District may advance the level of discipline such that it is appropriate to the level of misconduct. Serious misconduct that may warrant such action shall include willful, wanton, or deliberate violations of District policies or school laws of the state.
5. In the case of the suspension of a bargaining unit member, such suspension shall be with pay pending the final outcome of the disciplinary proceedings or without pay if so authorized under provisions of the California Education Code.
6. Should the final outcome of a discipline proceeding result in suspension of the unit member, such

suspension may be without pay, but shall not reduce or deprive the unit member of health and welfare benefits until the time of separation or dismissal from the District.

7. The parties to this Agreement recognize that emergency situations can occur involving a clear, present and serious danger to the health and welfare of employees under which the Education Code authorizes the use of emergency suspension. In cases of emergency suspension, the District shall serve notice and statement of the charges supporting the emergency suspension.
8. This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code 44932 and 44944.
9. Public charges or complaints against a bargaining unit member shall be handled in accordance with the directives and procedures established in Norwalk-La Mirada Unified School District's Board Policy 1340.

ARTICLE XXVI: JOB-SHARE OR SHARED EMPLOYMENT CONTRACT

- A. Job-sharing shall refer to two (2) unit members sharing one (1) teaching assignment.
- B. Two unit members may share a job share assignment for a minimum of one (1) year.
- C. Applications for a job-sharing assignment for the following school year shall be filed with the District no later than April 1.
- D. Job Share Agreements shall not be denied except for just cause based on educationally-sound reasons and such reasons shall be reduced to writing upon the applicants request in the case of the denial of an application to participate in a job-sharing arrangement. Should the unit member believe that such reasons are not accurate or misrepresent the issues in question, the site administrator, representative(s) from the District administration, the unit member(s), and a representative(s) of the Association shall meet to discuss the reasons cited for the denial to determine their validity. Final decisions regarding job share shall rest with the District.
- E. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked.
- F. The health and welfare benefits may be divided up such that each employee receives fifty percent (50%) of the District contribution toward the benefit package of each job shared or the job sharers may divide the benefit package between themselves in a mutually agreeable manner. In no case will the District be required to contribute additional funding beyond what would have been contributed if the assignment was staffed by one teacher.
- G. Once the job-share contract has specified how the benefits are to be divided, that decision is binding and non-revocable for that school year. However, in no event shall the amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.
- H. Unit members participating in a job-share assignment shall receive service credit proportionately based on the unit member's job share percentage, not to exceed one (1) full year total between job share partners. Evaluation for service credit advancement shall take place once per year, on July 1.
- I. Unit members entering into a job-sharing arrangement shall complete the Certificated Partnership Teaching Agreement mutually developed by the Association and the District.
- J. Upon the request of the two bargaining unit members, and the approval of the site administrator, a job-sharing assignment may be renewed provided the two unit members notify the District prior to April 1. In the event the two unit members fail to notify the District to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments.
- K. Any unit member who has been employed by the District in a teaching position for three (3) or more years shall be eligible to participate in job-sharing assignments

- L. In the event that one job-share participant fails to complete the school year in a job-sharing assignment or requests removal from the job-sharing partnership, it shall be the responsibility of the other job-sharing partner to return to full time employment until an acceptable replacement is secured or until the conclusion of that school year, whichever occurs first.

It shall not be the responsibility of the District or the Association to secure job-share partners for those individuals who wish to establish a job-sharing partnership. That responsibility shall rest solely with the individual(s) who wish to enter into a job-sharing partnership.

- M. At the conclusion of a job-sharing assignment, if the certificated position still exists or is projected to exist, the partner teacher with the greatest District seniority (Article XII, A.1.a.b.c.) shall remain at the site and the displaced teacher shall be assigned to available openings in the District, prior to teacher initiated transfer, Article XII, C.

In the event that the certificated position does not exist, or is not projected to exist, then the least senior partner teacher of the job share shall be assigned to available openings in the District, prior to teacher initiated transfer, Article XII, C. The most senior partner of the job share will be ranked by first day of paid service with the rest of a site's certificated staff prior to teacher initiated transfer, Article XII, A.1.a.b.c.

ARTICLE XXVII: SPECIAL EDUCATION PROGRAMS AND PROCEDURES

- A. The District shall not normally require a unit member to extend their normal hours of employment in order to participate in the development or review of an Individual Education Program (IEPs). Should an individual unit member have cause to believe the District is not making a good faith effort to adhere to the practice of scheduling IEPs during a time that does not require the extension of their workday, that unit member may request meeting with the Executive Director, Special Education or designee and a representative of the Association. Should that meeting result in a finding that supports a pattern of over utilization of the extension of the individual member's normal workday, then an arrangement shall be made that will provide the unit member with additional compensation.
- B. Counsel retained to represent the District in any due process procedure that requires the participation of bargaining unit members, shall consult with the unit member prior to the hearing or procedure regarding preparation for the hearing or procedure.
- C. Adaptive Physical Education teachers shall not normally be required to provide service at more than five (5) school sites. In the event that a DIS/Adaptive P.E. teacher is required to provide service to more than five (5) school sites, the following caseload maximums shall apply:
- Service to six (6) sites shall reduce the maximum caseload number to fifty-one (51).
 - Service to seven (7) sites shall reduce the maximum caseload number to forty-five (45).
- D. Orthopedic-Impaired (OI) service providing teachers' caseloads shall not exceed fifty-five (55) students.
- E. Members of the certificated bargaining unit shall not normally be required to provide custodial/restroom/medical care to their students unless the provision of such care was described in their respective job description and/or is part of the student's curriculum or IEP and was explained prior to their acceptance of their employment. When such services and/or care is required, appropriately certified, trained and/or qualified individuals shall only deliver such care.
- F. In order to regularly monitor student/teacher ratios in the Special Education classrooms, a Special Education Task Force Team will be established. The team will meet monthly to review the Special Education staffing ratios for the mild-moderate and moderate-severe classes, as well as monitor the DIS caseloads. The team may make recommendations to the Executive Director, Special Education regarding Special Education caseload numbers and staffing ratios. The task force team members will serve a two-year term and consist of three (3) certificated teachers chosen by the Association and one (1) Special Education administrator/designee. In addition, the District agrees to remove the classrooms for students with visual or hearing disabilities from the overall moderate-severe staffing ratio. The Executive Director, Special Education or designee shall make a consistent reasonable effort to provide correct class lists and share all relevant information regarding class size with the Special Education Task Force Team.
- G. Classes identified for class size ratio in this article shall not be altered or changed without prior agreement with the Association. If a class is renamed, the Executive Director, Special Education or designee shall meet and confer with the Association prior to making a change. Renaming of a class shall have no effect on class size ratios.

- H. The District shall utilize the following staffing ratio for the staffing of the District’s Special Education classes. In addition, the district will make every effort to minimize the disparity of the number of students between comparable Special Day Classes.

CATEGORY	Allocation of Teaching Positions	Number of Students Identified
Special Day Classes:		
Pre-K SDC	1	10
Mild-Moderate (Specific Learning Disability, Mild to Moderate Cognitive Disabilities, Serious Emotional Disturbance, Other Health Impairment, Autism). Can include students who have other concomitant disabilities as well (for example, students with a visual or hearing impairment who also have a mild cognitive disability).	1	14
Moderate-Severe (Moderate to Severe Cognitive Disabilities, Deaf-Blind, Multiple Disabilities, Serious Emotional Disturbance, Autism). Can include students who have other concomitant disabilities as well (for example, students with a visual or hearing impairment who also have a severe cognitive disability).	1	10
Hearing-Impaired, Visually-Impaired	1	10

CATEGORY	
Resource Specialist	Maximum of 28
Speech and Language Pathologist	Maximum of 55
Related Services /Adaptive P.E.	Maximum of 55
Inclusion Specialist	Maximum of 20
Related Services/Deaf/Hard of Hearing	Maximum of 28
Related Services/Visually-Impaired	Maximum of 18
Related Services/Orientation & Mobility	Maximum of 18
Orthopedic-Impaired (OI)	Maximum of 55 TA 02/18/2022

- I. DIS teachers shall be provided a substitute teacher for any absence, if requested by the DIS teacher.
- J. The District shall make a good faith effort to provide substitute paraprofessional coverage from the first day of absence for all SDC classrooms.
- K. Licensed Speech and Language Pathologist may use up to three (3) business days per school year to attend conferences.

ARTICLE XXVIII: EL CAMINO HIGH SCHOOL, SITE SPECIFIC PROGRAM GUIDELINES AND PROGRAM OFFERINGS

- A. Article XIV, Section D of the contract shall be waived and replaced with the following: Each teacher shall teach six (6) consecutive periods of forty-five (45) minutes in length followed by a seventh period preparation period of forty-five (45) minutes in length.
- B. It is mutually agreed to those provisions in Article XIV regarding extra pay for teaching a sixth period shall not apply.
- C. Should the District be unable to provide substitute coverage for an absent teacher, each teacher who received additional students shall receive 1/6th of the substitute pay for each period.
- D. The District shall make a good faith effort to maintain the maximum class size per period, per teacher, at a total of thirty (30) students, or below. No class size shall exceed thirty-five (35) students per period. Should an individual class size exceed thirty-five (35) students, an immediate meeting shall be scheduled between the site administrator, the teacher, and the TANLA Representative to arrive at a mutually acceptable resolution to the class size issue.
- E. All other provisions of the Master Agreement between the Board of Education of the Norwalk-La Mirada Unified School District and the Teachers Association of the Norwalk-La Mirada Area shall remain in force. Minor unforeseen circumstances unique to this program shall be collaboratively resolved through a consensus decision-making process.

ARTICLE XXIX: RAMONA AND DISTRICT PRE-K PROGRAMS, SITE SPECIFIC PROGRAM GUIDELINES AND PROGRAM OFFERINGS

- A. An annual Pre-K calendar shall be negotiated with TANLA and based on the following principles:
1. Contracted workdays for eleven-month (11) teachers shall be 203. Start date will begin in August.
 2. Student school days will be 195.
 3. All remaining non-contract days shall be applied at the end of the school year.
 4. One (1) teacher prep/student free day and one (1) staff development day prior to the first student school day.
 5. One (1) teacher check-out day the day after the last students school day.
 6. A minimum of one (1) Staff Development day that will coincide with the first trimester Student Free Day for Elementary & Middle School Teachers as negotiated in the Master Calendar.
 7. Same holidays as in the District Master Calendar.
 8. Same Thanksgiving, Winter, and Spring Breaks as in the District Master Calendar.
 9. Parent Orientation Night in lieu of Back-to-School Night; and Open House events as provided for the Article XIV, Section K & L.
 10. Training days for Early Head Start Teachers shall be scheduled concurrently unless precluded by the calendar.
- B. Teacher Wednesdays: On the second and fourth Wednesday of each month, the teachers shall be provided an entire block of time from 3:10 – 4:40 for full-day teachers; 12:30 – 2:00 for morning teachers; and 9:30 – 11:00 for afternoon teachers, for the purposes of team meeting and planning, teacher chosen activities and other educationally-appropriate endeavors. Teachers will be required to remain at the school site during this time unless, they have been excused for educationally appropriate activities at another location. No administrative meetings, training, other interference, or administrative events are permitted on these days. On these weeks the site administrator is not permitted to hold any required administrative meeting as provided for under Article XIV, Section H, Number 1. Teachers shall complete required adjunct duty meetings and work that was conducted on 3rd Wednesday but on a day and time of their choosing.
- C. Afternoon break on staff meeting days: The start time on staff meeting days shall be 3:20 to allow for minimum of a fifteen (15) minute afternoon break before the start of the staff meeting. The end time for this meeting shall be 4:30.
- D. Sick Leave: All teachers, TOSA's and Nurses working more than 10 months/183 days will receive illness days at the same equitable rate that teachers who work 10 months/183 day receive. Specifically, that would be as follows:
- 184 days – 197 days: 1 additional illness day for a total of 14 days
 - 198 days – 211 days: 2 additional illness days for a total of 15 days
 - 212 days – 225 days: 3 additional illness days for a total of 16 days
 - 226 days – 240 days: 4 additional illness days for a total of 17 days
 - 241 days – 254 days: 5 additional illness days for a total of 18 days

* These illness day allocations will take effect on July 1, 2016

- E. Release time during Home Visits: There shall be no change to the program procedures already in place during Home Visits. This protocol already provides teachers the flexibility to allow each teacher to have a minimum of a fifteen (15) minute release break without having to travel on and off campus when conducting Home Visits.
- F. A Code of Conduct and attendant penalties for violations of the Code. The Code of Conduct for the Pre-K programs is the following.
1. I will implement positive strategies to support children's well-being and prevent and address challenging behavior.
 2. I will respect and promote the unique identity of each child and family and refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, disability or ability, sexual orientation, or family composition.
 3. I will follow program confidentiality policies concerning personally- identifiable information about children, families, and other staff members, Children's names and information, as well as the content of any classroom and office files are confidential.
 4. I will maintain visual observation of children at all times and not leave children alone or unsupervised at any time while under my care. Children are never to be left alone with a volunteer(s).*
 5. I will not maltreat or endanger the health and safety of children in any of the following ways: *
 - i. Use corporal punishment;
 - ii. Use isolation to discipline a child;
 - iii. Bind or tie a child to restrict movement or tape a child's mouth;
 - iv. Use or withhold food as punishment or reward;
 - v. Use toilet learning/training methods that punish, demean, or humiliate a child;
 - vi. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
 - vii. Physically abuse a child;
 - viii. Use any form of verbal abuse, including profane, sarcastic language, threats or derogatory remarks about the child or child's family or;
 - ix. Use physical activity or outdoor time as a punishment or reward.
 6. I will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.
 7. I will avoid letting personal relationship influence my professional judgment and performance of my work.
 8. I will refrain from the unlawful manufacture, distribution, dispensing, possession, or use of alcoholic beverage, controlled substance, and tobacco in the workplace or at any activity funded by federal or state funds.
 9. I will maintain respect and promote professional relationships with the Los Angeles County Office of Education (LACOE), our own agency, other preschool agencies, family, staff and children.
 10. I will not engage in fraudulent practices in determining, verifying, and documenting program eligibility.

- G. All staff, consultants, and volunteers must abide by these standards of conduct and sign their name annually on the Code of Conduct to attest that they will abide by its standards.
- H. All violations will be subject to the progressive discipline protocol outlined in the Master Agreement with the exception of the items considered Licensing Type A violations, marked with an asterisk above (F4 & F5) and (I) below.
- I. * All licensing Type A violations will be subject to the following more stringent protocol:
 - 1. First Offense: Formal written warning in the personnel file.
 - 2. Second Offense: Formal Written Warning in the personnel file with a two-day unpaid suspension.
 - 3. Third Offense: Formal written warning in the Personnel File with a four-day unpaid suspension
 - 4. Fourth Offense: Letter of Reprimand in the Personnel File with a seven-day unpaid suspension
 - 5. Fifth Offense: Termination of Employment
- J. Additional Prep Time will be allocated as follows: Two (2) additional hours at the first assessment period; One (1) additional hour at the second assessment period; and one (1) additional hour at the third assessment period; for the purposes of inputting data. This time will be designated during a non-student day or through the use of roving substitutes, or release from a staff meeting.
- K. PRE-K CLASS SIZE
 - 1. Preschool half day classes will be at 24 students per class.
 - 2. Maximum staffing ratios for Head Start classes will be as follows:

- 3 year olds	-	17
- 4 year olds	-	18
- Combo Classes	-	18
- Half-Day Classes	-	19
 - 3. In the occasion where two or more Permanent teachers have selected the same classroom preferred assignment, District level seniority shall be used to select the teacher to be assigned. (Article 12)
- L. PROTOCOL FOR HOME VISITS
 - 1. Administration shall notify staff when potentially unsafe neighborhood issues are known, via District e-mail and via hard copy readily seen postings at each campus.
 - 2. Teachers shall follow the following instructions when encountering potentially unsafe situations in neighborhoods where home visits are conducted:
 - i. Ask the family member for directions as well as the home address.
 - ii. Arrive on time.
 - iii. Establish the purpose of the home visit.

- iv. Program 911 into cell phone as well as 562-929-1677 (NLMUSD School Safety).
- v. Carry only what is needed for the visit in a single bag.
- vi. Park car so it is possible to drive out easily and quickly if necessary.
- vii. When leaving campus for a home visit, sign-out with the name of the child being visited and the time of the appointment.
- viii. Pair up with an assigned Family Services Worker or a classroom Paraeducator (with prior permission) when going to risky neighborhoods or homes. If not sure about a neighborhood or home, consult with the Family Services Worker or administrator.
- ix. Put own safety first. If anything is out of the ordinary that is of concern do not proceed with the home visit. Call family (w/*67 to hide phone number) informing them that the home visit is being rescheduled, then call the program administrators with the reason the visit was not held.
- x. Once inside, sit between the door and the family for a quick exit if needed. Leave if feeling unsafe at any time and reschedule the visit. (Look at watch/phone. Say, "I'm so sorry, but I just realized I have another appointment and I need to leave.") If anything unusual (unsafe) occurred during the visit, call NLMUSD School Safety after leaving to report the issue.
- xi. If in the event it is felt that the neighborhood is not safe for a visit, it is acceptable to meet in a public place, if mutually agreeable with the parent.

M. TRANSFER POLICY

- 1. Transfer procedures would adhere to those outlined in Master Agreement Article XII.
- 2. Teachers wanting to transfer would need to apply and would have to meet all the conditions and requirements of the new position.
- 3. Approved selections and offers would be by district-wide seniority.
- 4. This would apply for teachers moving from a 10-month position to an 11-month or 12-month position and from an 11-month to a 12-month position.

N. SPECIAL EDUCATION CLASSROOM AT RAMONA

- 1. Two collaborative Special Education classrooms established for the Ramona Head Start program only shall have the following staffing requirements:
 - a. One (1) SPED Preschool teacher shall be split evenly in time and responsibilities between both classrooms to perform as an RSP teacher at the Pre-school level and to serve only students at the Ramona site. Given the additional collaboration and instruction demands at the pre-school level, the caseload for said teacher shall not exceed a combined total of twenty (20) students, which is less than the maximum of twenty-eight (28) students for an RSP SPED teacher, as stated in the Master Agreement.
 - b. Two (2) half-day/six (6) hour permit teachers shall be supervised and evaluated by District level SPED administrators. Said teachers shall not perform home visits but shall participate in the IEP process as the General Education teacher of their assigned students.

O. This Article supersedes all previous MOUs between TANLA and the District concerning all

Preschool Programs.

ARTICLE XXX: SHARED MANAGEMENT AND DECISION-MAKING AT SCHOOLS

The role of the District Office is to assist schools in increasing student achievement for all students. The focus or decisions on student achievement that occurs between the District administration, school sites, employee organizations, and stakeholders involves dialogue, review and clarification of issues, sharing of information and data, and resolution of conflicts.

A. SUPERINTENDENT’S CABINET

1. The ongoing membership of the Superintendent’s Cabinet shall consist of Central Office administrators, representatives from each employee organization, and Principal and teacher representatives from each level. Other personnel may participate as needed.
2. This District body reviews the initiation and modifications of programs and practices that influence the progress of learning for all students. The Superintendent’s Cabinet has an active role in reviewing, providing input and assistance to ensure the decisions and directions are systemic and implemented with defined guidelines at each site, while providing an avenue for site creativity that enriches their programs for students.
3. Minutes from the Cabinet meetings will be sent to all employees and the Board of Education.
4. The President of TANLA and the Executive Director of TANLA shall be members of the Superintendent’s Cabinet, along with teacher representatives from each level (chosen by TANLA) and the District Teacher of the Year. Should TANLA so desire, they may replace the Executive Director’s position on the Cabinet with an appointee from the TANLA Board of Directors. If TANLA should exercise the option of replacing the Executive Director with an appointee, then the appointee shall be provided with full release days, subtracted from the Association days granted in Article 6: Organizational Security, for the purpose of attending Superintendent’s Cabinet meetings.
5. The Assistant Superintendent of Educational Services or designee would serve as the liaison between the schools and the Cabinet, as well as be the monitor for the site process for evaluation purposes. The teachers (TANLA), classified (CSEA), and administrative (NLMAA) representatives would also serve as liaisons for communications and conflict resolutions.

B. PROFESSIONAL LEARNING COMMUNITIES

1. We believe that Professional Learning Communities (PLCs) are a critical component in the success of our instructional and extracurricular programs. Professional Learning Communities are an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve. Professional Learning Communities operate under the assumption that the key to improved learning for students is continuous job-imbedded learning for educators. The elements of the PLC process are as follows:
 - a. A Focus on Learning
 - b. A Collaborative Culture With a Focus on Learning for All
 - c. Collective Inquiry Into Best Practice and Current Reality

- d. Action Orientation: Learning by Doing
- e. A Commitment to Continuous Improvement
- f. Results Orientation

(Taken from DuFours)

C. SHARED-DECISION MAKING COUNCILS (SDMC'S)

1. PARAMETERS

- a. Parameters are guidelines and checkpoints for decision-making. The following parameters guide the work of SDMC's:
 - 1. Be accountable for all site decisions made that are within the scope of decision making.
 - 2. Adhere to Board policy, negotiated agreements, and Federal and State guidelines/regulations or seek a waiver.
 - 3. Assess annually local PLC and Shared Management as it relates to increased student achievement.
 - 4. Ensure awareness and support from Board of Education and District.
 - 5. Be consistent with the District goals, objectives, and standards.
 - 6. Collaborate and coordinate with District and others affected.
 - 7. Involve school community and stakeholders.
 - 8. Use the school plan to support rationale for direction and decisions.

2. SCOPE

- a. The establishment of scope areas and parameters for the decision-making process allows councils to develop and implement School Plans that focus on teaching, learning, student achievement and behavior management. The key to the development of the School Plan is the use of data as provided by the Site, District, and the State. The requirements of state and federal statutes, guidelines, regulations, School Board Policy, and collective bargaining agreements must be met. A waiver process is available for decisions that require changes in the preceding documents.
- b. All scope area decisions must be within District/State and/or Federal Guidelines and Collective Bargaining Agreements.
- c. Each site must, on an annual basis, review the following scope areas and document through agendas/minutes which scope areas they will be addressing in the following year. This review can be accomplished through surveys, task forces, and other processes provided for use or developed by the sites.
- d. Scope Areas for shared decision making are intended to focus on student learning goals, instruction and climate. The areas that a school site will focus on are:
 - 1. Personnel Recommendation Panel Recommendations
 - 2. Budget (Funds under control of the SSC)

3. Reform Models/Interventions/Programs (Site Specific)
4. Site Staff Development (Data-based, Implements School Plan)
5. Scheduling (Time within the day)
6. Attendance/Discipline (Must be reviewed every 4 years)

3. CONSENSUS DECISION MAKING PROCESS

1. Each Shared Decision-Making Council is expected to use the consensus process, as they implement shared decision making.
2. Consensus is defined as “when participants whose support is needed to implement a decision have input into making the decision, agree with/to the decision, and express a commitment to support its implementation”. Consensus is a process that requires informed dialogue, decisions, actions, and evaluation. The consensus process allows decision making to be made based on trust and belief in the strength of shared responsibility.

D. WAIVERS

1. The District, TANLA, CSEA and the educational community of the Norwalk-La Mirada Unified School District, recognize and encourage innovation and flexible working environments with the potential to improve learning opportunities for students as well as working environment for employees. For this purpose, TANLA and the District stand ready to consider waivers to established provisions of the Master Collective Bargaining Agreement provisions.
2. In order for a waiver to be considered by TANLA and the District, the following conditions must be met:
 - a. Approvals of waivers are not automatic, but subject to the approval of appropriate entities before implementation is possible.
 - b. School sites may make application for a waiver of any provision of the Master Collective Bargaining Agreement directly to the Board of Directors of TANLA.
3. All applications for a waiver shall be in writing and must include the following items:
 - a. A written statement of the desired modification to contract citing the specific Article.
 - b. A rationale for the desired modification.
 - c. Signature of no less than 80% of the members of the certificated bargaining unit assigned to the site.
 - d. The term of the waiver request. A waiver may not be submitted for a term exceeding one (1) year. (Waivers that have been approved three consecutive times shall be considered the operational norm for that site. It would then require a request signed by 80% of the certificated bargaining unit members at that site to return to the controlling provisions of the Master Collective Bargaining Agreement.)
 - e. Waiver requests shall require a two-thirds vote of approval by the TANLA Board of Directors and a majority of the Norwalk-La Mirada Unified School District’s Board of Education. If either body fails to approve the waiver request, then said waiver shall be deemed to have been denied.

- f. Should waiver requests involve any Ed. Code provisions, the approval process would start with the Superintendent's Cabinet whose body includes the District's General Counsel.

ARTICLE XXXI: CONFORMITY TO LAW

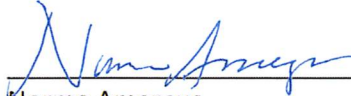
If any provision of this Agreement, or any application thereof to any teacher, are held to be contrary to law by a court of competent jurisdiction, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions will continue in full force and effect. In such event, the District and the Association shall, upon request of either party, commence negotiations within thirty (30) workdays regarding the means of compliance with such law or decision.

ARTICLE XXXII: SUPPORT OF AGREEMENT

The Association agrees that there shall be no strikes, work stoppages, slowdowns, or other concerted refusals by teachers in the bargaining unit to perform work during the term of the Agreement. The Association, as defined in Article I, Agreement, shall make all reasonable efforts to induce members of the negotiating unit to conform to this Article.

ARTICLE XXXIII: SIGNATURES

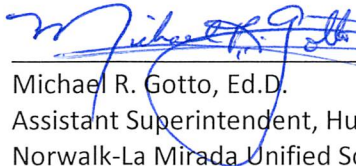
The signatures that follow indicate that the Agreement has been ratified by the Board of Education and the Association:



Norma Amezcua 05/19/2022
Board President Date
Norwalk-La Mirada Unified School District



Maureen Quiros Gray 5/19/22
Association President Date



Michael R. Gotto, Ed.D. 5-19-22
Assistant Superintendent, Human Resources Date
Norwalk-La Mirada Unified School District



Amanda Cobian 5-19-22
Association Bargaining Chair Date

APPENDIX A: TEACHER SALARY SCHEDULE (186 WORKDAYS - 180 TEACHING DAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2021

STEP	SCALE 1 BA	SCALE 2 BA + 30 OR MA	SCALE 3 BA + 45	SCALE 4 BA + 60 INC. MA (OR) BA +75	SCALE 5 BA + 75 INC MA
1	59715	62701	65836	69128	72584
2	61686	64770	68009	71409	74979
3	63722	66908	70253	73766	77454
4	65825	69116	72572	76201	80011
5	67997	71397	74967	78715	82651
6	70241	73753	77441	81313	85379
7	72559	76187	79996	83996	88196
8	74953	78701	82636	86768	91106
9	77426	81297	85362	89630	94112
10		83980	88179	92588	97217
11			91089	95643	100425
12				98799	103739
15*	79827	86584	93913	101863	106956
20**	82381	89355	96919	105122	110378
24***	86418	93733	101668	110273	115787
30****	90652	98326	106650	115676	121461

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

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****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

APPENDIX A-2: SCHOOL NURSE SALARY SCHEDULE (186 WORKDAYS)

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Effective: July 1, 2021

STEP	SCALE 1 BA	SCALE 2 BA + 30 OR MA	SCALE 3 BA + 45	SCALE 4 BA + 60 INC. MA (OR) BA +75	SCALE 5 BA + 75 INC MA
1	59715	62701	65836	69128	72584
2	61686	64770	68009	71409	74979
3	63722	66908	70253	73766	77454
4	65825	69116	72572	76201	80011
5	67997	71397	74967	78715	82651
6	70241	73753	77441	81313	85379
7	72559	76187	79996	83996	88196
8	74953	78701	82636	86768	91106
9	77426	81297	85362	89630	94112
10		83980	88179	92588	97217
11			91089	95643	100425
12				98799	103739
15*	79827	86584	93913	101863	106956
20**	82381	89355	96919	105122	110378
24***	86418	93733	101668	110273	115787
30****	90652	98326	106650	115676	121461

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Effective Date: 07/01/2021

Board Approved: 03/14/2022

**APPENDIX A-3: ADULT MONTHLY TEACHER SALARY SCHEDULE
(183 WORKDAYS - 180 TEACHING DAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
Effective: July 1, 2021**

STEP	SCALE 1 BA	SCALE 2 BA + 30 OR MA	SCALE 3 BA + 45	SCALE 4 BA + 60 INC. MA (OR) BA +75	SCALE 5 BA + 75 INC MA
1	58752	61690	64775	68014	71415
2	60691	63726	66912	70258	73771
3	62694	65829	69120	72576	76205
4	64763	68001	71401	74971	78720
5	66900	70245	73757	77445	81317
6	69108	72563	76191	80001	84001
7	71389	74958	78706	82641	86773
8	73745	77432	81304	85369	89637
9	76179	79988	83987	88186	92595
10		82628	86759	91097	95652
11			89622	94103	98808
12				97208	102068
15*	78541	85190	92401	100222	105233
20**	81054	87916	95358	103429	108600
24***	85026	92224	100031	108497	113921
30****	89192	96743	104933	113813	119503

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

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APPENDIX B: TEACHER SALARY SCHEDULE (202 WORKDAYS – 192 TEACHING DAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2021

STEP	SCALE 1111 BA	SCALE 1112 BA + 30 OR MA	SCALE 1113 BA + 45	SCALE 1114 BA + 60 INC MA (OR) BA + 75	SCALE 1115 BA + 75 INC MA
1	64849	68091	71496	75071	78825
2	66989	70338	73855	77548	81425
3	69200	72660	76293	80108	84113
4	71484	75058	78811	82752	86890
5	73843	77535	81412	85483	89757
6	76280	80094	84099	88304	92719
7	78797	82737	86874	91218	95779
8	81397	85467	89740	94227	98938
9	84083	88287	92701	97336	102203
10		91200	95760	100548	105575
11			98920	103866	109059
12				107294	112659
15*	86690	94028	101987	110621	116152
20**	89464	97037	105251	114161	119869
24***	93848	101792	110408	119755	125743
30****	98447	106780	115818	125623	131904

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

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**APPENDIX C: VOCATIONAL EDUCATION TEACHER SALARY SCHEDULE
(186 WORKDAYS – 180 TEACHING DAYS)**

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Effective: July 1, 2021

STEP	SCALE 1 NO BA	SCALE 2 BA	SCALE 3 BA + 30 OR MA	SCALE 4 BA + 45	SCALE 5 BA + 60 INC. MA (OR) BA +75	SCALE 6 BA + 75 INC MA
1	55099	74952	78700	82635	86767	91105
2	58040	77425	81296	85361	89629	94110
3	61154	79980	83979	88178	92587	97216
4	64021	82619	86750	91088	95642	100424
5	67044	85345	89612	94093	98798	103738
15*	69121	87991	92391	97011	101862	106955
20**	71332	90807	95347	100115	105121	110377
24***	74828	95257	100019	105021	110272	115785
30****	78494	99925	104920	110167	115675	121458

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

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Effective Date: 07/01/2021

Board Approved: 03/14/2022

APPENDIX D: COUNSELOR SALARY SCHEDULE
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2021

STEP	SCALE 9 ELEMENTARY AND MIDDLE 186 WORKDAYS (11 MO)	SCALE 10 HIGH SCHOOL 195 WORKDAYS (11 MO)	SCALE 11 ADULT SCHOOL 202 WORKDAYS (12 MO)
1	85378	89484	92720
2	88195	92437	95780
3	91105	95487	98941
4	94111	98638	102206
5	97217	101893	105579
6	100425	105255	109063
7	103739	108728	112662
15*	106956	112099	116155
20**	110378	115687	119872
24***	115787	121356	125746
30****	121461	127302	131908

* After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule.

** After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule.

*** After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule.

**** After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule.

APPENDIX E: PERMIT TEACHER SALARY SCHEDULE (6HR/183 WORKDAYS)

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Effective: July 1, 2021

STEP	SCALE 15 Monthly Rate	SCALE 16 EARNED AA DEGREE OR HIGHER Monthly Rate	SCALE 17 BACHELOR OF ARTS OR BACHELOR OF SCIENCE Monthly Rate	SCALE 18 BA + 30 OR MA
1	28578	30034	31513	33089
2	30058	31538	33146	34802
3	31527	33124	34767	36504
4	33181	34813	36561	38390
5	34813	36561	38379	40302
6	36550	38356	40302	42318
7	38520	40385	42400	44522
8	40385	42400	44510	46736
15*	41538	43589	45780	48066
20**	42866	44977	47262	49626
24***	45314	47541	49953	52447
30****	47878	50244	52786	55419

NOTE: Any Preschool teacher required to perform extra work outside their normal assigned workday, shall be paid for said work. Compensatory time off shall not be used to entice permit teachers to do extra work beyond their normal 6 hour workday.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

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Effective Date: 07/01/2021

Board Approved: 03/14/2022

APPENDIX F: PERMIT TEACHER SALARY SCHEDULE (8HR/203 WORKDAYS)

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Effective: July 1, 2021

STEP	SCALE 21 Monthly Rate	SCALE 22 EARNED AA DEGREE OR HIGHER Monthly Rate	SCALE 23 EARNED B.A. OR B.S. DEGREE OR HIGHER Monthly Rate	SCALE 24 BA + 30 OR MA
1	3867	4067	4266	4479
2	4069	4271	4489	4713
3	4268	4484	4707	4942
4	4493	4714	4948	5195
5	4714	4948	5198	5458
6	4946	5196	5455	5728
7	5215	5468	5741	6028
8	5468	5741	6024	6325
15*	5622	5904	6201	6511
20**	5801	6093	6397	6717
24***	6133	6438	6760	7098
30****	6482	6801	7144	7501

NOTE: Any Preschool teacher required to perform extra work outside their normal assigned workday, shall be paid for said work. Compensatory time off shall not be used to entice permit teachers to do extra work beyond their normal 6 hour workday.

This is a positive work calendar with no paid vacation.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

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Effective Date: 07/01/2021

Board Approved: 03/14/2022

APPENDIX F-1: TEACHER SALARY SCHEDULE (8HR/223 WORKDAYS)

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Effective: July 1, 2021

STEP	SCALE 101 BA	SCALE 102 BA + 30 OR MA	SCALE 103 BA + 45	SCALE 104 BA + 60 INC MA (OR) BA +75	SCALE 105 BA + 75 INC MA
1	71591	75171	78930	82877	87021
2	73954	77652	81535	85612	89893
3	76394	80214	84225	88436	92858
4	78915	82861	87004	91354	95922
5	81519	85595	89875	94369	99087
6	84209	88419	92840	97482	102356
7	86988	91337	95904	100699	105734
8	89859	94352	99070	104024	109225
9	92824	97465	102338	107455	112828
10		100681	105715	111001	116551
11			109204	114664	120397
12				118448	124370
15*	95702	103803	112590	122121	128226
20**	98765	107125	116193	126029	132330
24***	103604	112374	121886	132204	138814
30****	108681	117880	127858	138682	145616

This is a positive work calendar with no paid vacation.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

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Effective Date: 07/01/2021

Board Approved: 03/14/2022

APPENDIX F-2: TEACHER SALARY SCHEDULE (8HR/202 WORKDAYS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2019

STEP	SCALE 101 BA	SCALE 102 BA + 30 OR MA	SCALE 103 BA + 45	SCALE 104 BA + 60 INC MA (OR) BA +75	SCALE 105 BA + 75 INC MA
1	64848	68090	71495	75070	78824
2	66988	70337	73854	77547	81424
3	69199	72659	76292	80107	84112
4	71483	75057	78810	82751	86889
5	73842	77534	81411	85482	89756
6	76279	80093	84098	88303	92718
7	78796	82736	86873	91217	95778
8	81396	85466	89739	94226	98937
9	84082	88286	92700	97335	102202
10		91199	95759	100547	105574
11			98919	103865	109058
12				107293	112658
15*	86689	94027	101986	110620	116151
20**	89463	97036	105250	114160	119868
24***	93847	101791	110407	119754	125742
30****	98446	106779	115817	125622	131903

This is a positive work calendar with no paid vacation.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

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APPENDIX F-3: PERMIT TEACHER SALARY SCHEDULE (8HR/183 WORKDAYS)
 NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2021

STEP	SCALE 21 Monthly Rate	SCALE 22 EARNED AA DEGREE OR HIGHER Monthly Rate	SCALE 23 EARNED B.A. OR B.S. DEGREE OR HIGHER Monthly Rate	SCALE 24 BA + 30 OR MA
1	3487	3666	3846	4038
2	3668	3850	4047	4249
3	3848	4042	4244	4456
4	4051	4249	4460	4683
5	4249	4460	4686	4921
6	4459	4684	4917	5163
7	4702	4929	5175	5434
8	4929	5175	5430	5702
15*	5068	5323	5590	5869
20**	5229	5492	5767	6056
24***	5528	5804	6094	6399
30****	5843	6131	6440	6762

NOTE: Any Preschool teacher required to perform extra work outside their normal assigned workday, shall be paid for said work. Compensatory time off shall not be used to entice permit teachers to do extra work beyond their normal 6-hour workday.

This is a positive work calendar with no paid vacation.

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APPENDIX G: PERMIT/HOME BASE TEACHER SALARY SCHEDULE (8HRS/183 WORKDAYS)

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Effective: July 1, 2021

STEP	SCALE 18 Monthly Rate	SCALE 19 EARNED AA DEGREE OR HIGHER Monthly Rate	SCALE 20 BACHELOR OF ARTS OR BACHELOR OF SCIENCE Monthly Rate	SCALE 21 BACHELOR OF ARTS + 30 OR MA Monthly Rate
1	36643	38111	42015	44116
2	38496	40047	44220	46431
3	40407	42027	46341	48658
4	42552	44253	48741	51178
5	44638	46432	51165	53723
6	46842	48718	53730	56417
7	49393	51362	56550	59378
8	51793	53857	59358	62326
15*	53206	55338	61049	64101
20**	54906	57097	62995	66145
24***	58066	60396	66584	69913
30****	61374	63834	70371	73890

NOTE: Any Preschool teacher required to perform extra work outside their normal assigned workday, shall be paid for said work. Compensatory time off shall not be used to entice permit teachers to do extra work beyond their normal 8 hour workday.

This is a positive work calendar with no paid vacation.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

Effective Date: 07/01/2021

Board Approved: 03/14/2022

**APPENDIX G-1: PERMIT/HOME BASE TEACHER SALARY SCHEDULE
(8HRS/225 WORKDAYS/11.5 MONTHS)
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
Effective: July 1, 2021**

STEP	SCALE 18 Monthly Rate	SCALE 19 EARNED AA DEGREE OR HIGHER Monthly Rate	SCALE 20 BACHELOR OF ARTS OR BACHELOR OF SCIENCE Monthly Rate	SCALE 21 BACHELOR OF ARTS + 30 OR MA Monthly Rate
1	3903	4099	4305	4522
2	4103	4309	4529	4755
3	4306	4524	4749	4987
4	4534	4756	4994	5244
5	4756	4994	5242	5504
6	4992	5239	5504	5780
7	5262	5519	5792	6084
8	5519	5792	6082	6385
15*	5669	5955	6256	6569
20**	5850	6146	6455	6777
24***	6187	6497	6822	7165
30****	6540	6865	7210	7571

This is a positive work calendar with no paid vacation.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

APPENDIX H: ADULT EDUCATION SALARY SCHEDULE
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2021

STEP	SCALE 11 REGULAR Hourly Rate	SCALE 12 BA + 30 OR MA Hourly Rate	SCALE 13 BA + 75 INC MA Hourly Rate
1	\$47.13	\$48.48	\$49.98
2	\$49.56	\$50.98	\$52.55
3	\$52.05	\$53.65	\$55.23
4	\$54.48	\$56.11	\$57.81
5	\$56.91	\$58.56	\$60.35
6	\$59.41	\$61.18	\$62.97
7	\$61.84	\$63.73	\$65.59
8	\$64.26	\$66.19	\$68.21
15*	\$64.65	\$66.59	\$68.64
20**	\$66.74	\$68.72	\$70.84
24***	\$68.83	\$73.46	\$75.63
30****	\$74.94	\$82.11	\$84.39

MONTHLY RATES

Adult Education teachers who work every day schedule each year by the adult school (school day plus orientation days) and who are assigned 25 to 30 hours per week shall be assigned to the regular Teacher Salary Schedule for pay purposes.

No full time Adult Education Teacher can serve as a full time regular classroom teacher in this District or any other at the same time.

*After completion of 14 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

**After completion of 19 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

***After completion of 23 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

****After completion of 29 years of paid service to the Norwalk-La Mirada Unified School District on this Salary Schedule

APPENDIX H-2: CREDENTIALLED SPEECH & LANGUAGE PATHOLOGIST
 (188 WORKDAYS – 11 MONTHS)
 NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2021

STEP	ANNUAL
1	82022
2	84891
3	87863
4	90936
5	94120
6	97415
7	100823
8	104354
9	108006
10	111786
11	115699
12	119747
13	123939
14	128276
15*	132767
20**	139402
25***	146374

- The maximum step allowed for comparable experience prior to NLMUSD employment shall be commensurate with verified years of prior service (as approved by Human Resources) before becoming a district employee.
- Clinical experience in the private sector for a Speech and Language Pathologist who possesses a credential prior to an offer of employment with NLMUSD, may be used for step placement upon verification
- * Longevity Stipends: At the conclusion of 19 and 24 years of creditable service in the district (inclusive of comparable experience approved) a 5% stipend shall be paid annually. (Annual amounts cited above (20 & 25) reflect said 5% increase)

APPENDIX I: HOURLY, DAILY & INTERMITTENT PAY

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Effective: July 1, 2021

ASSIGNMENT	AMOUNT	BASED ON:
Summer School Hourly Rate	\$45.00 Per Hour	
Summer School Elementary School	\$243.75 per day	325 Minute Day
Summer School Middle School	\$243.75 per day	325 Minute Day
Summer School High School	\$257.81 per day	343.75 Minute Day
Home Teacher	\$38.73 per hour	

Effective Date: 07/01/2021

Board Approved: 03/14/2022

APPENDIX J: EXTRA PAY FOR EXTRA DUTY
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2021

1. High School Athletics	PER ASSIGNMENT RATE	PER ASSIGNMENT PER WEEK POST SEASON
Athletic Director	\$5,218	
Athletic Director-Assistant	\$3,922	
Varsity Baseball-Head	\$4,251	\$211
Varsity Baseball-Assistant	\$3,028	
JV Baseball-Head	\$3,028	
Freshman Baseball-Head	\$2,710	
Varsity Basketball-Head	\$4,346	\$211
Varsity Basketball-Assistant	\$3,036	
JV Basketball-Head	\$3,036	
Sophomore Basketball-Head	\$2,925	
Freshman Basketball-Head	\$2,816	
Cross Country-Head	\$3,468	\$142
Cross Country-Assistant	\$2,653	\$142
Varsity Football-Head	\$5,109	\$283
Varsity Football-Assistant	\$3,314	\$211
JV Football-Head	\$3,210	
JV Football-Assistant	\$2,947	
Sophomore Football-Head	\$2,832	
Sophomore Football-Assistant	\$2,749	
Freshman Football-Head	\$3,064	
Freshman Football-Assistant	\$2,749	
Golf-Head	\$3,408	\$72
Gymnastics-Head	\$4,011	\$142
Gymnastics-Assistant	\$2,628	\$142
Varsity Soccer-Head	\$3,936	\$211
Varsity Soccer-Assistant	\$2,710	\$72
JV Soccer-Head	\$2,710	
JV Soccer-Assistant	\$2,710	
Freshman Soccer-Head	\$2,710	
Freshman Soccer-Assistant	\$2,710	
Varsity Softball-Head	\$4,251	\$211
Varsity Softball-Assistant	\$3,028	
JV Softball-Head	\$3,028	
Varsity Swim Team-Head	\$4,206	
Varsity Swim Team-Assistant	\$2,775	
Varsity Water Polo-Head	\$4,206	
Varsity Water Polo-Assistant	\$2,775	

Effective Date: 07/01/2021
 Board Approved: 03/14/2022

APPENDIX J: EXTRA PAY FOR EXTRA DUTY
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2021

	PER ASSIGNMENT RATE	PER ASSIGNMENT PER WEEK POST SEASON
1. High School Athletics (CONT)		
Varsity Tennis-Head	\$3,669	\$142
JV Tennis-Head	\$2,710	
Varsity Track-Head	\$4,251	\$142
Track-Assistant	\$2,801	\$142
Varsity Volleyball-Head	\$4,033	\$211
JV Volleyball-Head	\$2,889	
Sophomore Volleyball-Head	\$2,710	
Freshman Volleyball-Head	\$2,628	
Wrestling-Head	\$4,052	\$142
Wrestling-Assistant	\$2,835	\$142
2. Other High School Activities		
Band Director	\$6,862	\$202
Coordinator of Activities	\$6,272	
El Camino High School Coordinator of Activities	\$3,135	
Drill Team Director	\$3,310	
Pep Squad	\$3,310	
Forensics-Head	\$2,928	
Forensics-Assistant	\$1,867	
News Releases	\$1,677	
Technical Stage Director	\$3,141	
Play & Productions Directors (Per Production)	\$2,904	
Yearbook Advisor	\$3,314	
Newspaper Advisor	\$3,575	
Academic Decathlon Coach	\$2,884	
3. High School Department Heads		
7 to 14 Sections	\$1,194	
15 to 20 Sections	\$1,526	
21 to 45 Sections	\$1,858	
46 to 70 Sections	\$2,202	
71 to 95 Sections	\$2,540	
96 plus Sections	\$2,878	
El Camino (2 Positions)	\$1,177	
Adult Education	\$1,194	

Effective Date: 07/01/2021
 Board Approved: 03/14/2022

APPENDIX J: EXTRA PAY FOR EXTRA DUTY
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2021

4. Other Assignments, All levels	PER ASSIGNMENT RATE
Assessment Liaison (One per school)	\$2,051 per school year
Peer Assistance and Support Teacher	\$1,969 - \$7,877
Intern Support Provider	\$349 per semester X # new teachers (4 max)
Onsite Support Provider for New Teachers	\$349 per semester X # new teachers (4 max)
Tutorial Program	\$36.69 per hour
Homework Helpline	\$36.96 per hour
Honor Band	\$707
Driver Training Coordinator	\$40.34 per hour
Saturday School Teacher - Migrant Ed	\$38.55 per hour
Student Supervision Duty (Provided when necessary)	\$30.80 per hour
Nurses	\$6,564 per school year
Middle School Coaching	\$35.89 per hour
English to Spanish/Second Language Translations	\$28.98
Bilingual Area Resource Teacher	Three (3) \$7,599 stipends for three (3) positions only to be funded exclusively by Categorical Aid Funds. Stipends for 180 hours of additional work above and beyond the normal required 185 workdays. The 180 hours shall be subject to verification and audit.
Extra Pay	\$35.93 per hour
Combo Classes (Elementary Level)	\$3,000 (TA 02/18/22) 3,182 (with 6.07% increase) per school year
Bilingual Dual Immersion	\$1,500 (TA 02/18/22) 1,591 (with 6.07% increase) per school year
Speech and Language Pathologist (Waiver)	\$1,224 per school year
District Level TOSA (Excludes TOSA Admin)	\$6,564
Technology Teacher	\$6,564
PTAP Support Providers	\$1,591

APPENDIX J: EXTRA PAY FOR EXTRA DUTY
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 Effective: July 1, 2021

4. Other Assignments, All Levels (CONT)

PER ASSIGNMENT RATE

(IWP) District Literacy Specialist	\$3,060 per school year
(IWP) Pathway Counselor	\$2,039 per school year
(IWP) Data Specialist	\$6,126 per school year
(IWP) Pathway Teacher	\$612 per school year & \$122 per meeting attended (\$612 maximum). (IWP) Pathway teachers may participate in five (5) voluntary after school meetings (each school year that they hold this title) where they will be compensated at a rate of \$122 per meeting attended for a maximum not to exceed \$612.
(IWP) Control Teacher	\$612 per school year
Middle School Play Productions Directors	\$1,224 (Per Production)
	Stipend paid to one (1) volunteer teacher selected by the Principal for purposes of providing support to students who participated in play or productions (from the beginning until completion of production). This stipend will be paid for a maximum of two (2) plays or productions developed in a single school year.
Middle School Play Productions Directors' Assistant	\$796 (Per Production)
	Stipend paid to no more than two (2) volunteer Teachers selected by the Principal for purposes of providing support to students who participate in plays or productions (from the beginning until completion of production). This stipend will be paid for a maximum of two (2) play or productions developed in a single school year.

(a) It is understood that the purpose of this article and Appendix J is to establish stipend rates of pay for extra duty only if a school or district desires to fund such a position. There is no intent to fund, commit funding or create all of the positions listed in Appendix J

APPENDIX K: CATEGORICAL, GRANTS & FIXED COSTS PROGRAM

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Effective: July 1, 2021

ASSIGNMENT	RATE
Master Training Teacher (Full Assignment-Per Semester)	\$766 (Agreement Limit)
Master Training Teacher (Full Summer School Assignment)	\$349 (Agreement Limit)
Categorical Aide Program Facilitator	\$1,641
GATE Teachers (Elementary & Secondary)	\$665 per assignment per school year
Resource Teacher Categorical/Bilingual Programs	One (1) \$7,100 stipend for one (1) position only, to be funded exclusively by Categorical Aid Funds. Stipends for 180 hours of additional work above and beyond the normal required 183 workdays. The 180 hours shall be subject to verification and audit.

Effective Date: 07/01/2021

Board Approved: 03/14/2022

APPENDIX L: SALARY POLICY

SALARY POLICY

A. ASSIGNMENT TO TEACHERS' SCALE

1. Scale 1 – Bachelor's degree and a regular credential.
2. Scale 2 – Bachelor's degree and a regular credential plus (1) thirty semester hours of upper division or graduate work with a grade of C or better, earned after the granting of the Bachelor's degree, or (2) earned Master's degree and/or Juris Doctorate (J.D.).
3. Scale 3 – Bachelor's degree and a regular credential plus forty-five semester hours of upper division or graduate work with a grade of C or better earned after the granting of a Bachelor's degree.
4. Scale 4 – Bachelor's degree and a regular credential plus sixty semester hours of upper division or graduate work with a grade of C or better, earned after the granting of a Bachelor's degree, including the granting of a Master's degree and/or Juris Doctorate (J.D.), or a Bachelor's degree and a regular credential plus seventy-five semester hours of upper division or graduate work with a grade of C or better without a Master's degree.
5. Scale 5 – Bachelor's degree and a regular credential plus seventy-five semester hours of upper division or graduate work with a grade of C or better, earned after the granting of a Bachelor's degree, including the granting of a Master's degree and/or Juris Doctorate (J.D.).

All degrees, upper division units and graduate semester hours mentioned above must be taken at an institution whose courses are accepted for credentialing purposes by the California State Department of Education.

B. INITIAL PLACEMENT

1. For teachers hired after July 1, 1986, prior public school teaching experience is credited on a year-to-year basis up to a maximum of thirteen years. A school year shall be defined at 75% of the teaching days within each year. A long-term substitute teacher who qualified with respect to the required number of days constituting a school year may receive credit on the schedule in the same manner as a regular teacher. To receive maximum credit a teacher must have been employed in consecutive years without a break in service. If there is a break in consecutive years of service, the district will review the last five years of service and place the teacher on the next step. This experience must have been obtained within the last five years of service and place the teacher on the next step. No more than one step credit will be granted for one year of teaching.

If the Superintendent or his/her designee wishes, a break in service may be reviewed for purposes of credit placement.

A teacher has sixty (60) days from their effective start date to submit verified years of experience and/or official transcripts with a completed Salary Schedule Change Form in order for the salary

advancement to be effective as of their effective start date. TA 02/10/2022

2. Teachers entering the system who have experience in private schools in the United States shall be granted credit for this experience as other teachers new to the District, with the following conditions:
 - a. The experience must have been in schools which are acceptable to the State Department of Education for credentialing purposes.
 - b. The teacher must have had a valid teaching credential during the teaching experience.
3. Speech Language Pathologists entering the system, who have prior public or private school experience, or hospital experience, shall be granted credit for this experience for initial placement on the salary schedule. Any Speech Language Pathologist who was not previously accorded such credit for this type of prior acceptable employment experience for initial placement on the salary schedule shall be granted such credit effective September 1, 1990, and thereafter.
4. Teachers returning from leave of absence without pay shall be placed upon the appropriate salary step which they had earned prior to their departure for leave.
5. Teachers returning from leave of absence with pay shall receive the normal increment as though he/she had not been on leave, providing that normal increments have been negotiated.
6. A teacher on an unpaid leave because of military obligations shall be granted one year credit for each year of military service, provided that normal increments have been negotiated each year the teacher is absent from his district responsibilities.
7. Any teaching experience accrued in a foreign educational system will not receive salary credit for those years of experience.

C. VERTICAL AND HORIZONTAL MOVEMENT

1. Teachers who serve less than the required annual number of working days for regular full-time teachers in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, teachers who serve for one full school semester, shall receive not less than one-half the annual salary applicable to their scale and step.
2. Mandatory deductions from gross earnings are those required by law and include Federal and State Income Tax, and State Teachers Retirement System.
3. Option deductions are those deductions the teacher may elect to have taken from his/her gross earnings. Such deductions are made for items and services that are, from time to time, made available to the teachers by Board action. Optional deductions must be initiated in writing by the teacher. This authorization shall remain in effect continuously until the District receives from such teacher written notice withdrawing the authorization for the deduction.

4. Vertical Movement

- a. All teachers shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their scale.
- b. Teachers who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects will be entitled to continue on the salary schedule for each year of service while assigned to such restricted programs.

5. Horizontal Movement

- a. All courses taken for salary schedule advancement must be:
 - 1) Directly related to the individual teacher’s assignment or
 - 2) Part of a program leading to any credential or advanced degree.
- b. Teachers may advance from one scale of the salary schedule to another after initial rating in, if the following criteria are met:
 - 1) All course work shall have a grade of C or above or passing in pass/fail graduation or credit in credit/noncredit graduations.
 - 2) All course work, post-graduate, graduate or upper division level taken from four-year colleges, universities or graduate schools accredited teacher training institutions, accepted by the State of California, must be in the areas listed below:

Category A		
- Anthropology	- Environment Studies	- Psychology
- Bilingual Education	- Ethnic Studies	- Reading
- Business Education	- Geography	- Science
- Computer Science/ Technology	- History	- Sociology
- Education	- Mathematics	- Speech
- English/Language Arts	- Music (excluding Music Appreciation)/Vocal	
- English Language Development	- Political Science	

Category B (May be taken only by those certificated personnel teaching in that subject.)		
- Art	- Health	- Physical Education/Dance
- Automotive	- Industrial Studies	- Reading
- Ceramics	- Journalism	- Typing
- Culinary Arts	- Music (including Music Appreciation)	- World Languages
- Criminal Justice/Forensics	- PLTW-Related Courses	
- Drama/Theater	- Photography	

- c. Unless course work is in Category A or appropriate in Category B, prior approval must be obtained from the Administrator of Human Resources if District credit is to be granted unless the courses are taken for the purpose of securing any credential or advanced degree. If prior approval is not granted and member disagrees, the Assistant Superintendent, Human Resources, or designee, and the TANLA President, or designee, will meet to discuss a viable solution. TA 02/10/2022
- d. Lower division courses with credit transferable to the University of California or to the State Universities taken from Categories A or B or on a planned program shall require the prior approval of the Administrator of Human Resources.
- e. Credit for units of course work completed for scale change purposes shall be determined as follows:
 - 1) Teachers may earn no more than twenty-four semester units per any regular school year (August - June). TA 02/10/2022 For salary advancement purposes the following applies: One (1) quarter unit equals $\frac{2}{3}$ of one (1) semester unit.
 - 2) Teachers are free to take as many semester units as they wish during a summer recess if they are not teaching summer school for the Norwalk-La Mirada Unified School District. If a teacher is teaching summer school during a given summer, then he/she is limited to taking six units of semester course work to be applied at any one time for scale changes during the course of that particular summer.
 - 3) Nothing, however, shall preclude a teacher from accumulating more units prior to turning them in for scale change purposes. When more than the prescribed number of allowable semester units has been taken by a teacher than enumerated in the immediately preceding paragraphs labeled A1" and A2" above, the additional units, in excess, shall be credited the following year.
- f. A teacher may submit a transcript at any time applying for scale change. If an official transcript with a completed Salary Schedule Change Form is submitted on or before the 15th of the month, the salary change will be effective that month. If an official transcript with a completed Salary Schedule Change Form is submitted after the 15th of the month, the salary change will be effective the next month. TA 02/10/2022
- g. The teacher shall provide the official transcript or affidavit document to the District as soon as it is available.
- h. The burden of proof of training, experience, possession of credentials and other required documents shall lie with the teacher, both for initial placement and for subsequent scale changes. Any error in assignment to scale shall be corrected as soon as the error is verified.
- i. Audited courses will not be accepted as credits valid for salary schedule placement or scale change.
- j. Credit will not be accepted for course work taken in the armed services, except as it was taken

in conjunction with an accredited college or university and can be verified through official transcripts subject to the criteria under (b) above.

- k. Course work taken through a foreign university or other institution which sponsors travel tours for credits assigned upper division or graduate status, assigned a course title, and given unit value subject to first paragraph under C above, shall be acceptable. Such foreign university or other institution must be listed in the current edition of accredited institutions of higher learning or one of its regional accrediting commissions.
- l. Course work listed by an accredited college or university as post-graduate credit on a teacher's transcript shall be counted by the District as credits earned beyond the attainment of a four-year degree if those units were not applied toward the attainment of the degree.
- m. If a teacher believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, such teacher may petition in the District for a waiver. Such waiver, if granted, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the teacher must make formal application to the District's Office of Human Resources and receive approval in the form of the aforementioned waiver.

D. PROFESSIONAL DEVELOPMENT

All professional development education programs approved for salary schedule advancement by the Office of Curriculum, Instruction, and Staff Development will adhere to the following rules:

1. An employee may request equivalent unit credit for District in-service programs for salary schedule advancement at the rate of one salary credit for each fifteen (15) hours of participation in approved workshops or programs.
 - a. Courses must provide resources, strategies, skills, materials, and information that relate to improvement in the individual's current assignment or which lead to advancement in their area of expertise.
 - b. Courses taken at an accredited university must be verified through an official transcript.
2. No more than five (5) professional development credits may be applied toward salary schedule advancement in one year.
3. College courses which enhance individual professional skills but are not counted toward college degrees or other formal programs may apply.
4. Salary schedule credit may be accrued through the accumulation of District staff development activities only or through a combination of District and university courses.
5. A committee consisting of District and Association members will work together to survey staff needs and to approve appropriate course offerings.

6. Voluntary professional improvement shall be reimbursed:
 - a. Through advancement on the salary scale, or
 - b. Through extra pay for extra hours as agreed to in the extra pay portion of this document.

APPENDIX M: HEALTH & WELFARE BENEFITS

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
DIVISION OF BUSINESS SERVICES

ALL BARGAINING UNITS

HEALTH AND WELFARE BENEFITS

Effective: January 1, 2022

**RATES WILL REFLECT CHANGES TO HEALTH AND WELFARE BENEFITS PER RATIFIED
AGREEMENT OR AS DEFINED IN A MEMORANDUM OF UNDERSTANDING**

Medical Plan Elections	Level of Coverage	Tenthly Payroll Deductions
Anthem HMO Select	Employee Only	\$73.81
	Employee + One	\$147.62
	Employee + Family	\$191.91
Anthem HMO Traditional	Employee Only	\$102.08
	Employee + One	\$226.84
	Employee + Family	\$315.96
Blue Shield Access+ HMO	Employee Only	\$85.09
	Employee + One	\$178.55
	Employee + Family	\$250.73
Blue Shield Trio HMO	Employee Only	\$72.90
	Employee + One	\$145.80
	Employee + Family	\$213.23
Health Net Salud y Mas	Employee Only	\$50.61
	Employee + One	\$101.22
	Employee + Family	\$131.59
Health Net SmartCare	Employee Only	\$83.46
	Employee + One	\$166.93
	Employee + Family	\$217.01
Kaiser	Employee Only	\$78.53
	Employee + One	\$160.99
	Employee + Family	\$216.27
United Health Care Alliance	Employee Only	\$84.22
	Employee + One	\$168.43
	Employee + Family	\$218.96
Unite Health Care Harmony	Employee Only	\$77.93
	Employee + One	\$155.87
	Employee + Family	\$202.63
PERS Gold PPO	Employee Only	\$62.80
	Employee + One	\$125.60
	Employee + Family	\$163.28
PERS Platinum PPO	Employee Only	\$94.20
	Employee + One	\$202.62
	Employee + Family	\$262.42

Payroll deduction is authorized for voluntary deductions, i.e., American Fidelity Income Protection, For Our Kids, United Way, Credit Unions, Camino, Long Beach School Employees, School First Federal Credit Union, and Providence for CSEA members, voluntary life insurance and flexible spending accounts. The District DOES NOT contribute to these. Direct Deposit is available. Necessary forms for direct check deposit are available in the Payroll Department.

MASTER CALENDAR | 2021-22

JULY 2021				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
Workdays				0

5 Independence Day Holiday (Observed)

JANUARY 2022				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
Workdays				20

3 Certificated Professional Development Day/ (Elementary)
3 Student-Free Day (All Students)
4 All Students Return
4 1st Day of New Semester (Middle & High School)
17 **Martin Luther King Jr. Day Holiday**
24-28 Elementary Parent Conf. (Minimum Days)

AUGUST 2021				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
Workdays				16

9 Voluntary Certificated Professional Development Day/Student-Free Day (All Students)
10 Certificated Professional Development Day/ Student-Free Day (All Students)
11 Teacher Prep Day/Student-Free Day
12 1st Day for Students (Minimum Day)

FEBRUARY 2022				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				
Workdays				18

14 **Lincoln's Birthday Holiday**
21 **President's Day Holiday**
25 End of 2nd Trimester (Elementary)

SEPTEMBER 2021				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
Workdays				21

6 **Labor Day Holiday**
29 5th Wednesday (Teacher)

MARCH 2022				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
Workdays				23

7-11 Middle School Parent Conf. (Minimum Days)
18 End of 3rd Quarter (Middle & High School)
30 5th Wednesday (Principal)

OCTOBER 2021				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
Workdays				21

4-8 Elementary Parent Conf. (Minimum Days)
8 End of 1st Quarter (Middle & High School)
11 Certificated Professional Development Day/ Student-Free Day (All Students)
18-22 Middle School Parent Conf. (Minimum Days)

APRIL 2022				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
Workdays				15

14 Minimum Day (All Students)
15 **Local Holiday**
18-22 Spring Recess

NOVEMBER 2021				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
Workdays				16

5 End of 1st Trimester (Elementary)
11 **Veteran's Day Holiday**
12 Certificated Professional Development (Middle & High School)
12 Student-Free Day (All Students)
22-29 Teacher Non-Contract/Student-Free Day
25 **Thanksgiving Day Holiday**
26 **Local Holiday**

MAY 2022				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
Workdays				21

30 **Memorial Day Holiday**
31 Minimum Day (All Students)

DECEMBER 2021				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
Workdays				12

16 Minimum Day (All Students)
16 End of 1st Semester (Middle & High School)
17 Teacher Non-Contract/Student-Free Day
20-22 Winter Recess
23 **Local Holiday**
24 **Christmas Day Holiday (Observed)**
27-29 Winter Recess
30 **Local Holiday**
31 **New Year's Holiday (Observed)**

JUNE 2022				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
Workdays				3

1 Minimum Day (All Students)
2 Last Day for Students (Minimum Day)
3 Teacher Check-Out Day
20 **Juneteenth Holiday (Observed)**

- HOLIDAY
- LOCAL HOLIDAY
- TEACHER NON-CONTRACT DAY/STUDENT-FREE DAY
- VOLUNTARY STAFF DEVELOPMENT DAY
- STUDENT-FREE DAY

Revision: May 27, 2021

NOTE: Calendar is subject to change.

JULY 2021				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
Workdays				17

- 5 Independence Day Holiday (Observed)
- 7 EHS Teacher Voluntary Teacher Prep Day
- 8 EHS Teacher Professional Dev./Student Free Day
- 9 EHS Teacher Prep Day/Student Free Day
- 12 EHS Teacher First Day of Home Visits

JANUARY 2022				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
Workdays				20

- 3 Teacher Professional Development/ Student-Free Day/ EHS Home Visits Resume
- 4 Students Return
- 17 Martin Luther King Jr. Day Holiday

AUGUST 2021				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
Workdays				22

- 10 Voluntary Teacher Prep Day
- 11 Teacher Professional Dev./Student-Free Day
- 12 Teacher Prep Day/Student-Free Day
- 13 1st Day for Students

FEBRUARY 2022				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				
Workdays				18

- 14 Lincoln's Birthday Holiday
- 21 President's Day Holiday
- 25 End of 2nd Trimester (Elementary)

EHS 15 Workdays Preschool

SEPTEMBER 2021				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
Workdays				21

- 6 Labor Day Holiday
- 29 5th Wednesday (Teacher)

MARCH 2022				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
Workdays				23

- 7 Teacher Professional Dev./Student-Free Day
- 30 5th Wednesday (Principal)

OCTOBER 2021				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
Workdays				21

- 11 Teacher Professional Development/ Student-Free Day

APRIL 2022				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
Workdays				15

- 14 Minimum Day (All Students)
- 15 Local Holiday
- 18-22 Spring Recess

NOVEMBER 2021				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
Workdays				16

- 11 Veteran's Day Holiday
- 12 Teacher Professional Development/ Student-Free Day
- 22-26 Teacher Non-Contract/Student-Free Day
- 25 Thanksgiving Day Holiday
- 26 Local Holiday

MAY 2022				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
Workdays				21

- 30 Memorial Day Holiday
- 31 Last Day for Students

DECEMBER 2021				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
Workdays				12

- 17 Teacher Non-Contract/Student-Free Day
- 20-22 Winter Recess
- 23 Local Holiday
- 24 Christmas Day Holiday (Observed)
- 27-29 Winter Recess
- 30 Local Holiday
- 31 New Year's Holiday (Observed)

JUNE 2022				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
Workdays				2

- 1 Teacher Check-Out Day
- 24 Last Day of EHS Home Visits
- 27 EHS Teacher Check-out Day

 HOLIDAY
 LOCAL HOLIDAY
 TEACHER NON-CONTRACT DAY/STUDENT-FREE DAY
 VOLUNTARY STAFF DEVELOPMENT DAY
 STUDENT-FREE DAY

Revision: February 3, 2021

NOTE: Calendar is subject to change.



TEACHER REASSIGNMENT NOTICE

Teacher Name: _____ Date: _____

Time Stamp

School Site: _____

Current Assignment: _____ New Assignment: _____

Rationale for change (if applicable):

- Fluctuation in Student Enrollment
- Core Content Master Schedule Necessity
- Grade Level Re-organization
- Unanticipated Loss/Add of Additional FTE

Other: _____

Administrator Signature:

Teacher Signature:

My signature above does not verify my agreement with the implemented change, rather it is to verify that I have received a copy of this notice.

- I agree with the reassignment.
- I disagree with the reassignment.

Teacher Response: (If desired)

APPENDIX Q: INSTRUCTIONAL WALKTHROUGH CLASSROOM VISITATION REQUEST

INSTRUCTIONAL WALKTHROUGH/CLASSROOM VISITATION REQUEST

Instructional Purpose:

Master Agreement between NLMUSD & TANLA: Article IX, C, 4: Except for teachers participating in the Peer Assistant Review Program, prior to being visited by another teacher, the receiving teacher shall be notified and approve the visit.

Master Agreement between NLMUSD & TANLA: Article IX, I, 2, k: No teacher shall be involved in the evaluation process of another teacher or be required to provide any administrator with information relative to another teacher’s competency skills in the classroom.

Approval by requested teacher:

- Approve
- Not at this time

Teacher Name
(Please Print)

Teacher Signature

Date

* Approval from requested teacher must be received before instructional walkthrough/classroom visitation occurs. Requested teacher’s failure to respond to said request **does not** permit the requesting party to visit the classroom.

The original of each request, once completed, will reside at the school site in a file in the Principal’s office.

FORMS FOR GRIEVANCE PROCEDURES
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

LEVEL I: INFORMAL LEVEL

DATE: _____ TIME: _____

Please provide a description of the general and specific grounds or actions alleged to have contribution to the grievance (violations of negotiated agreements must cite contract article and sections number violated.)

- Parties agree to resolve grievance at informal level.
- Advance to Level II – Formal Level (Superintendent or Designee.)

FORMS FOR GRIEVANCE PROCEDURES
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

LEVEL II – FORMAL LEVEL (SUPERINTENDENT OR DESIGNEE)

DATE:	DATE CAUSE OF GRIEVANCE OCCURRED:	DEADLINE FOR FILING WITH SUPERVISOR:	ASSOCIATION/UNION DESIGNATED AGENT, IF ANY:	CASE NO:

NAME OF GRIEVANT: _____ JOB TITLE: _____

WORK SITE: _____ GRADE/TITLE: _____

GRIEVANT'S ADDRESS & TELEPHONE: _____

A DESCRIPTION OF THE GENERAL AND SPECIFIC GROUNDS OR ACTIONS ALLEGED TO HAVE CONTRIBUTION TO THE GRIEVANCE (VIOLATIONS OF NEGOTIATED AGREEMENT MUST CITE CONTRACT ARTICLE AND SECTIONS NUMBER VIOLATED).

THE LISTING OF THE SPECIFIC SENTENCE(S) IN THE CONTRACT WHICH IS BEING VIOLATED AND HOW THE ACTION ADVERSELY AFFECTS THE EMPLOYEE:

NOTE: THE GRIEVANT HAS THE RIGHT TO TANLA REPRESENTATION AT ANY LEVEL.

A LIST OF THE SPECIFIC ACTION WHICH THE AGGRIEVED EMPLOYEE FEELS NECESSARY TO REMEDY THE GRIEVANCE.

GRIEVANT'S SIGNATURE _____

HUMAN RESOURCES OFFICE USE ONLY

TIMELINE

DATE FILED IN SUPERVISOR'S OFFICE: _____ RECEIVED BY: _____

SUPERVISOR'S REPLY ATTACHED? YES NO

SUPERVISOR'S REPLY: _____ RECEIVED BY: _____

GRIEVANT'S DISPOSITION:

SETTLED DROPPED MOVED TO LEVEL 3

DISTRIBUTION:

- HUMAN RESOURCES
- GRIEVANT
- APPROPRIATE ADMINISTRATOR

REVISED SEPTEMBER 1996

REVISED: JULY 9, 1997

REVISED: APRIL 15, 1998

REVISED: January 20, 2016

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

TANLA GRIEVANCE

LEVEL III: FORMAL LEVEL (MEDIATIONS)

NAME OF GRIEVANT: _____ JOB TITLE: _____

WORK SITE: _____ GRADE/TITLE: _____

STEP TWO DISPOSITION

a. I APPEAL THE FORMAL LEVEL II DISPOSITION OF ADMINISTRATION BECAUSE:

b. REMEDY (IES) REQUESTED:

GRIEVANT'S SIGNATURE

HUMAN RESOURCES OFFICE USE ONLY TIMELINE LEVEL III (MEDIATION)	
DATE FILED: _____	
SUPERVISOR'S REPLY ATTACHED?	<input type="checkbox"/> YES <input type="checkbox"/> NO
WRITTEN REQUEST FOR MEDIATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO DATE: _____
MEDIATOR'S NAME: _____	
MEDIATION DECISION: _____	
MEDIATION RESULTS: _____	

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

TANLA GRIEVANCE

LEVEL IV – FORMAL LEVEL (ARBITRATION)

NAME OF GRIEVANT: _____ JOB TITLE: _____

WORK SITE: _____ GRADE TITLE: _____

STEP THREE DISPOSITION

a. I APPEAL THE FORMAL LEVEL III MEDIATION OF ADMINISTRATION BECAUSE:

b. Association approval granted on: _____

GRIEVANT'S SIGNATURE

DATE

**HUMAN RESOURCES OFFICE USE ONLY
TIMELINE LEVEL IV FORMAL LEVEL**

DATE FILED: _____

SUPERVISOR'S REPLY ATTACHED? YES NO

WRITTEN REQUEST FOR ARBITRATION? YES NO DATE: _____

ARBITRATOR'S NAME: _____

ARBITRATION DECISION: _____



NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES

REPORT OF OBSERVATION FORM

(TO BE COMPLETED WITHIN FIVE (5) WORKING DAYS OF OBSERVATION)

Name: _____

Assignment: _____

Location: _____

Date: _____

From: _____ AM PM To: _____ AM PM

Summary of Lesson & Activities

(Must be a minimum of 20 minutes in length)

I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

- * Connects students' prior knowledge, life experience, and interests with learning goals.
- * Uses a variety of instructional strategies and resources to respond to students' diverse needs.
- * Facilitates learning experiences that promote autonomy, interaction, and choice.
- * Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.
- * Promotes self-directed, reflective learning for all students.

OBSERVED TEACHING STRATEGIES

II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENT FOR STUDENT LEARNING

- * Creates a physical environment that engages all students.
- * Establishes a climate that promotes fairness and respect.
- * Promotes social development and group responsibility.
- * Establishes and maintains standards for student behavior.
- * Plans & implements classroom procedures and routines that support student learning.
- * Uses instructional time effectively.

OBSERVED TEACHING STRATEGIES

<p><u>III. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</u></p> <ul style="list-style-type: none"> * Demonstrates knowledge of subject matter content and student development. * Organizes curriculum to support student understanding of subject matter. * Interfaces ideas and information within and across subject matter areas. * Develops student understanding through instructional strategies that are appropriate to the subject matter. * Uses materials, resources and, and technologies to make subject matter accessible to students. 	<p>OBSERVED TEACHING STRATEGIES</p>
<p><u>IV. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</u></p> <ul style="list-style-type: none"> * Aligns curriculum with District and State Standards. * Draws-on and values students' backgrounds, interests, and developmental learning needs. * Establishes and articulates goals for student learning. * Develops and sequences instructional activities and materials for for student learning. * Designs short-term and long-term plans to foster student learning. * Modifies instructional plans to adjust for student needs. 	<p>OBSERVED TEACHING STRATEGIES</p>
<p><u>V. ASSESSING STUDENT LEARNING</u></p> <ul style="list-style-type: none"> * Establishes and communicates learning goals for all students. * Collects and uses multiple sources of information to assess student learning. * Involves and guides all students in assessing their own learning. * Uses the results of assessments to guide instruction. *Communicates with students, families, and other audiences about student progress. 	<p>OBSERVED TEACHING STRATEGIES</p>

VI. IDENTIFY OBSERVED SUCCESSES/STRENGTHS:

VII. SPECIFIC SUGGESTIONS FOR CONTINUED PROFESSIONAL DEVELOPMENT:

VIII. SPECIFIC SUGGESTIONS FOR IMPROVEMENT OF DEFICIENCIES AND WEAKNESSES:

IX. EMPLOYEE'S COMMENTS (OPTIONAL):

Conference with Employee: Required Not Required Requested Not Requested Date: _____

Observer's Signature (Required) Title Date of Signing (Required)

Conference with Observer: Requested Not Requested Date: _____

Employee Signature or Witness (Required) Date of Signing (Required)

(Signing this form does not necessarily mean that I agree with this report)

If conference was requested, specify date held: _____



REPORT OF CONFERENCE FORM RELATED TO AN OBSERVATION

(TO BE COMPLETED WITHING FIFTEEN (15) WORKING DAYS OF THE OBSERVATION)

Name: _____

Date: _____

Assignment: _____

Time: _____ AM PM

I. Commendations/Areas for Refinement:

II. Specific Suggestions for Improvement:

III. Principal's Personal & Assistance Plan for the Teacher:

Signature of Person Holding Conference (Required)

Title

Date of Signing (Required)

1. This conference report has been discussed with me.
2. A signature on this report does not necessarily signify agreement with this report.
3. I understand that I may submit a written response to this report.

Employee Signature (Required)

Date of Signing (Required)



NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES
REPORT OF CONFERENCE FORM

Name: _____

Date: _____

School: _____

Time: _____ AM PM

During the conference, the following conduct was discussed:

I reviewed your conduct as it relates to the following rule(s) directive(s), labor contract provision(s), expectation(s):

I informed you that your conduct negatively impacted the: _____ inasmuch as:

Signature of Person Holding Conference (Required)

Title

Date of Signing (Required)

1. This conference report has been discussed with me.
2. A signature on this report does not necessarily signify agreement with this report.
3. A copy of this report will be placed in your site file personnel file.
4. You may prepare a response and have that response attached to this document.

Employee Signature (Required)

Date of Signing (Required)



NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 DIVISION OF HUMAN RESOURCES
TEACHER EVALUATION

Time Stamp

Emp #: _____ Evaluatee: _____

Status: _____

Location: _____ Assignment: _____

Dates of Observations: _____

Dates of Conferences Related to Observations: _____

Dates of Any Other Conferences: _____

Period Covered by This Evaluation: _____ Through: _____

P: PROFICIENT Meets or exceeds expectations of the Norwalk-La Mirada Unified School District

N: NEEDS TO IMPROVE Does not meet the Norwalk-La Mirada Unified School District expectations at this time, but appears to have potential for improvement.

U: UNSATISFACTORY Performance is not of the quality acceptable in the Norwalk-La Mirada Unified School District.

<p><u>I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING</u></p> <ul style="list-style-type: none"> * Connects students' prior knowledge, life experience, _____ & interests with learning goals. * Uses a variety of instructional strategies & resources to respond to students' diverse needs. * Facilitates learning experiences that promote autonomy, interaction, & choice. * Engages students in problem solving, critical thinking, & other activities that make subject matter meaningful. * Promotes self-directed, reflective learning for all students. 	<p>COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES</p>
<p><u>II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENT FOR STUDENT LEARNING</u></p> <ul style="list-style-type: none"> * Creates a physical environment that engages all students. _____ * Establishes a climate that promotes fairness & respect. * Promotes social development & group responsibility. * Establishes & maintains standards for student behavior. * Plans & implements classroom procedures & routines that support student learning. * Uses instructional time effectively. 	<p>COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES</p>

HR Initial: _____ Recommended Recommendation Pending Final Eval Not Recommended Date Entered: _____

III. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- * Demonstrates knowledge of subject matter content & student development.
- * Organizes curriculum to support understanding of subject matter.
- * Interfaces ideas & information within & across subject matter areas.
- * Develops student understanding through instructional strategies that are appropriate to the subject matter.
- * Uses materials, resources, & technologies to make subject matter accessible to students.

COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES

IV. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- * Aligns curriculum with District & State Standards.
- * Draws-on & values students' backgrounds, interests, & developmental learning needs.
- * Establishes & articulates goals for student learning.
- * Develops & sequences instructional activities and materials for student learning.
- * Designs short-term & long-term plans to foster student learning.
- * Modifies instructional plans to adjust for student needs.

COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES

V. ASSESSING STUDENT LEARNING

- * Establishes & communicates learning goals for all students.
- * Collects & uses multiple sources of information to assess student learning.
- * Involves & guides all students in assessing their own learning.
- * Uses the results of assessments to guide instruction.
- * Communicates with students, families, & other audiences about student progress.

COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES

<p>VI. DEVELOPING AS A PROFESSIONAL EDUCATOR</p> <ul style="list-style-type: none"> * Reflects on teaching practice & plans professional development. * Establishes professional goals & pursues opportunities to grow professional practice. * Works with families & communities to improve professional practice. * Works with colleagues to improve professional practice. * Provides support service to faculty & students through the development of, implementation of, and/or participation in one mutually agreed upon required, adjunct duty. 	<p>COMMENDATIONS/AREAS FOR REFINEMENT/DEFICIENCIES</p>
--	---

<p>COMMENTS:</p>	<p>RECOMMENDATIONS FOR CONTINUED IMPROVEMENT:</p>

- Continued Service: Recommended
 I reserve the right not to make a recommendation until the Final Official Evaluation
(Prob/Temp/Intern/Provisional Intern/Emergency Permit/Short Term & Waiver only at 1st yearly evaluation)
 Not Recommended

If rating is less than Proficient(P), a Performance Action Plan shall be mutually developed within five (5) teacher workdays after the date on this evaluation and shall be attached to this evaluation.

This evaluation has been discussed with me. Signing this form does not necessarily mean that I agree with all of the ratings.

Date of Evaluation Conference	Signature of Evaluatee	Date of Signing (Required)
Signature of Evaluator	Date of Signing (Required)	Signature of Principal
Print Name of Evaluator		Print Name of Principal



NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
 DIVISION OF HUMAN RESOURCES
PERFORMANCE ACTION PLAN

Revised: 08/2019

Time Stamp

Name: _____ Assignment: _____
Last Name First Name

Location: _____ Date: _____

I. STANDARD(S) WHERE IMPROVEMENT IS NEEDED:

II. EVALUATOR ASSISTANCE PLAN/SPECIFIC SUGGESTIONS FOR IMPROVEMENT:

(List each criterion & provide (2) or more examples for improvement)

III. ADMINISTRATIVE RESOURCES TO ASSIST WITH IMPROVEMENT:

IV. EVIDENCE OF IMPROVEMENT:

This plan will remain in effect through the employee's next formal evaluation.

Signature of Evaluator

Date of Signing (Required)

Signature of Evaluatee

Date of Signing (Required)