

# **MASTER AGREEMENT**

**BY AND BETWEEN**

**THE**

**LATON UNIFIED SCHOOL DISTRICT**

**AND THE**

**LATON FEDERATION OF TEACHERS**

**July 1, 2020 — June 30, 2024**

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## **ARTICLE I: RECOGNITION**

- 1.1 The District confirms its recognition of the Laton Federation of Teachers as the exclusive representative for that unit of employees certified by the Public Employment Relations Board in Case No. S-R-63 dated March 1, 1977, for that unit of employees recognized by the District.

## **ARTICLE II: DISTRICT RIGHTS**

- 2.1 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 right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in the 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.
- 2.2 The District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. However, any action taken must be reasonable in light of the emergency and the action taken will be limited to the duration of the emergency. An emergency shall be defined as any situation in the District which is, will, or has threatened, damaged, or destroyed the safety, well-being or operation of District property, employees, students or the community as determined by the District, including but not necessarily limited to acts of God, epidemics, natural disasters, and other unforeseen, unanticipated occurrences.

## **ARTICLE III: FEDERATION RIGHTS**

- 3.1 Except as may be provided in Article XVI P. Federation Leave, all Federation business, discussions and activities will be conducted by unit members or Federation officials during duty free time (i.e.

“before school, after school or during lunch when not required to perform duties or supervise students”) or outside established work hours as defined herein. District facilities may be used for Laton Federation of Teachers meeting if,

- 3.1.1 an authorized Federation representative obtains advance permission from the Superintendent or designee; and
- 3.1.2 such requested activities and use of facilities will not interfere with the school programs, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a Federation representative.

3.2 The Federation may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions:

- 3.2.1 all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Federation president or his/her designee;
- 3.2.2 a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and
- 3.2.3 the Federation will not post or distribute information which is defamatory or obscene.

3.3 The District shall provide the Federation reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances.

3.4 New Employee Orientation

3.4.1 New employee orientation is the onboarding meeting of a newly hired public employee whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

3.4.2 The District shall provide at least 10 days advance notice to the Federation of any scheduled new employee orientation meetings and give the Federation the option of taking between five (5) to ten (10) minutes during the orientation meeting to address the new employees. In addition, the Federation shall have one (1) thirty (30) minute period immediately after the orientation to meet with the new employees.

3.4.3 The District shall provide the names, addresses and telephone numbers of unit members upon written request of the Federation at intervals not to exceed twice per year. The names, addresses and

telephone numbers of any unit members hired during the school year shall be provided to the Federation as soon as reasonably possible. The District is not obligated to release addresses and/or telephone numbers of any unit member who submits a signed statement that such information be remain confidential.

#### **ARTICLE IV: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- 4.1 Any unit member who is a member of Laton Unified School District Federation of Teachers (AFT), or who has applied for membership, may sign and deliver to the Federation a membership application authorizing deduction of unified membership dues, in the Federation. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign an application after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 4.2 With respect to all sums deducted by the District pursuant to paragraphs 1, the District agrees promptly to remit such monies to the Federation accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 4.3 The Federation agrees to furnish any information needed by the District to fulfill the provisions of the Article.

#### **ARTICLE V: EMPLOYEE RIGHTS**

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

#### **ARTICLE VI: FAIR PRACTICES**

- 6.1 The Board of Trustees shall not discriminate against any employee on the basis of age, race, creed, national origin, religion, sex, marital status, sexual orientation, political affiliation, or membership in or association with the activities of any employee organization in compliance with California and Federal laws.

## **ARTICLE VII: SAFETY**

7.1 The District must maintain a safe environment for its employees and must remain in compliance with California and Federal laws as well as the Education Code.

## **ARTICLE VIII: PERSONNEL FILES/PUBLIC COMPLAINTS**

### 8.1 Personnel Files

8.1.1 A single central file shall be maintained. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved such materials is not to include ratings, reports, and records which:

8.1.1.1 Were obtained prior to the employment of the person involved;

8.1.1.2 Were prepared by identifiable screening committee members; or

8.1.1.3 Were obtained in connection with a promotional examination.

8.1.2 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have ten days to enter and have attached to any derogatory statement his or her own comments thereon. Such review shall take place during normal business hours provided that said request is made at a time when the employee is not involved in direct supervision or instruction. The employee shall be released from duty for this purpose without salary reduction. A Federation representative may accompany the employee, or a Federation representative may inspect such materials upon signed written authorization from the employee. Employee/Representatives wishing to review their records shall comply with the following rules:

8.1.2.1 Review the record in the presence of the administrator designated to maintain said record, or designee;

8.1.2.2 Make no alterations, or additions, to the record nor remove any material there from;

8.1.2.3 Sign a log attached to the file indicating date and the person reviewing;

8.1.2.4 Personnel wishing to appeal material in their record shall make a request in writing to the Administrator or designee delegated to maintain the records and specify therein:

- 8.1.2.4.1 Name and date
- 8.1.2.4.2 Material to be appealed
- 8.1.2.4.3 Reason for appeal.

8.1.3 The responsible administrator shall hear the appeal and make a determination for review by the superintendent and permit the addition of employee comments as per law.

## 8.2 Public Complaints

8.2.1 All complaints from the public shall be processed consistent with District Policy and Administrative Regulation 1312(a), and the following:

8.2.1.1 Any written complaint from a member of the community concerning the employment or performance of a unit member shall be reported to the unit member.

8.2.1.2 The complainant may request that the District arrange a conference with the unit member to discuss the complaint; however, the unit member may decline to attend the conference. If the unit member chooses not to attend the conference, nothing shall preclude the District from meeting with the complainant and addressing the complainant's concerns consistent with the procedures contained herein.

8.2.1.3 The District shall ensure that any complaint from a member of the community against a unit member be put in writing and to the extent feasible, signed by the complainant. If the complainant refuses to provide the District with a written complaint, the District shall reduce the complainant's concerns to writing.

8.2.1.4 The validity of the complaint shall be determined by the school site administration in consultation with the Superintendent after providing the unit member with a copy of the complaint and an opportunity to respond. If following an investigation the complaint is determined to be unfounded, the written complaint shall be retained in a District Office file labeled "Unfounded Public Complaints" for a period of three (3) years to ensure that in the event a civil action is filed naming the District regarding the allegations in the complaint, the District has the documentation necessary to show that the complaint was investigated and rejected as unfounded. If no civil action is filed, the unfounded complaint shall be destroyed at the end of the three (3) year period.



- 8.2.1.5 Prior to placing any written complaint in a unit member's personnel file, the unit member shall be given the right to have his/her response attached to and filed with the complaint in the personnel file.

## **ARTICLE IX: EVALUATIONS**

- 9.1 Appraisal of teaching service should serve two purposes: to improve instruction and educational services to the children of the district's schools and to improve the individual teacher's competence and professional growth. Evaluation of teacher performance must be a cooperative, continuing process designed to improve the quality of instruction. All certificated employees are involved in the evaluation process and all employees shall be evaluated according to law.
- 9.1.1 Certificated employees are to be evaluated and assessed in relation to (1) pupil progress toward district-established standards of expected achievement; (2) instructional techniques and strategies used; (3) adherence to curricular objectives; and (4) establishment and maintenance of suitable learning environment.
- 9.1.2 The evaluator shall be the teacher's immediate supervisor and/or district management.
- 9.1.3 Evaluations shall be in writing on established forms authorized by the District. The District shall evaluate probationary employees formally at least once a year and permanent employees biennially.
- 9.1.4 During the first forty-five (45) working days, a conference shall be held for the purpose of establishing goals, objectives, and assessment techniques related to those items set forth in Section (1) hereof. If the evaluator and evaluatee are unable to agree thereon, the evaluatee may appeal to the District Superintendent, who will make a decision that can be appealed to the Board of Trustees.
- 9.1.5 Each evaluation shall be based upon at least one (1) classroom observation. It is the authority and responsibility of the evaluator to make observations when he/she deems necessary. Any certificated employee who receives a negative classroom observation shall, upon written request, be entitled to a subsequent observation. Following a formal observation, the evaluatee or evaluator may request a conference. During this conference, suggestions, recommendations, and commendations will be presented to the evaluatee.
- 9.1.6 No written evaluation shall be transmitted to certificated employees later than thirty (30) days before the last day of the school year.

- 9.1.7 The unit member shall be notified three (3) days prior to the date the observation takes place.
- 9.1.8 Following an unsatisfactory evaluation, evaluations shall be annual until employee achieves positive evaluation or is separated from the District. Employees receiving unsatisfactory evaluations shall be provided with an improvement plan with specific recommendations for improvement.
- 9.1.9 Following the completion of the formal evaluation, a conference shall be scheduled between the teacher and administrator. At the conference, the evaluator will present the written evaluation and discuss its contents with the teacher. The teacher shall sign the evaluation form, signifying only that he/she has read the document and has been allowed an opportunity to attach a written response, if desired, which shall become a part of the permanent evaluation record.

Sunset the MOU re Teacher Centered Development as follows:

- 9.1.10 The parties agree to sunset their Memorandum of Understanding dated August 12, 2014 establishing an evaluation framework known as the “Teacher-Centered Development: A Model for Clinical Supervision.” Accordingly, the MOU is deemed expired and shall have no further force and effect.

## **ARTICLE X: PROFESSIONAL DEVELOPMENT**

### 10.1 General

- 10.1.1 It shall be the policy of the Board of Trustees to encourage certificated staff to attend conferences for professional growth. The value and importance of attending conferences is recognized by the Board as a means of improving instruction. Conferences recognized by the Board include statewide sessions, area conferences, and other significantly valuable meetings.
- 10.1.2 Board approval is required for conferences exceeding one day. Meetings one day or less may be authorized by the Superintendent. Approval is required prior to actual attendance. Initially, the request on the appropriate form must be submitted to the site administrator for approval.
- 10.1.3 The District will make a concerted effort to employ substitutes for teachers attending conferences or workshops on instructional days.

10.1.4 Reimbursement will be granted, provided the following guidelines are followed:

## 10.2 Reimbursement Requirements

10.2.1 Reimbursement shall be made to an individual in attendance for authorized expenses when a statement of expenses is submitted to the designated supervisor on the approved form.

The reimbursement schedule shall be as follows and shall include all applicable taxes:

### 10.2.2 Meals and Lodging

10.2.2.1 Cost of each meal shall be itemized separately by date. The full cost of all meals shall be reimbursed up to a maximum of \$45 per 24-hour period. Allowance for meals shall be as follows: Breakfast - \$10.00, lunch - \$12.00, and dinner - \$23.00.

10.2.2.2 No reimbursement is allowed for a meal before starting or after ending a trip.

10.2.2.3 Hotel bills shall be filed with an expense report.

10.2.2.4 No reimbursement will be made for guests or tips.

10.2.2.5 Receipts must be provided.

### 10.2.3 Transportation

10.2.3.1 General Provisions. Whenever practical, travel should be by school vehicle rather than by private car. When two or more persons are attending the same conference, and a private car is used, mileage will be allowed on one car. Parking and auto storage tolls are allowed.

10.2.3.2 Transportation by Public Carrier. Maximum reimbursement is for cost of fare. Taxi and local public transportation fares are allowed between lodging and conference location.

10.2.3.3 Transportation by Private Car. Mileage for use of a private car will be reimbursed at the IRS mileage rate in effect at the time of the trip.

10.2.3.4 Registration. Registration fees are allowed when a receipt is filed with the expense report.

## **ARTICLE XI: CALENDAR**

11.1 Effective for the 2018-19 school year and thereafter, the teacher work year shall be increased from 184 to 185 duty days. The additional duty day shall be for Professional Development and shall be scheduled on a date determined by the District Design Team.

## **ARTICLE XII: SALARY**

12.1 Certificated Salary Schedule:

12.1.1 Effective July 1, 2021, the Certificated Salary Schedule shall be revised to increase the difference between all steps, including longevity steps, from 2.75% to 3.25% and increase the difference between columns from 3.0% to 3.25%. Once revised as stated herein, the Certificated Salary Schedule shall be increased by 1.5% across-the-board. The revised Certificated Salary Schedule for the 2021-22 school year is attached.

12.2 Effective on or after July 1, 2017, any newly hired certificated employee may receive credit for up to ten (10) years of prior experience as a credentialed teacher in a public school district, i.e. public elementary, high school or unified school district. Salary schedule placement will be determined by the Superintendent or designee based on certificated position held and the number of years worked as verified by the former district(s).

12.3 Stipend equivalent to 2.25% of Class III Step 1 of the salary schedule shall be paid for each Master's Degree on file in the District Office by September 1 of each year.

12.4 Stipend equivalent to 2.00% of Class III Step 1 of the salary schedule shall be paid for BCLAD or BTC on file in the District Office by September 1 of each year.

12.5 All teachers in Class II are frozen on their Class II step until they earn enough graduate hours to move over to the next column.

12.6 All positions listed on the Extra Duty Salary Schedules shall be compensated in accordance with Exhibit B which shall be subject to the same percentage increases applied to the Salary Schedule [Exhibit A-1] as set forth above.

12.7 The Federation and the District reserve the right to continue to seek other Health Benefit proposals (if any) that would be a cost saving to both the District and the bargaining unit. Any such proposal must be submitted before the final Board meeting in March of each school year.

12.8 The Federation's successor proposal must be submitted by no later than March 15<sup>th</sup> of the year in

which the collective bargaining agreement expires.

- 12.9 Longevity (anniversary increments) will commence with the eighteenth year of service per placement on the District's salary schedule.

### **ARTICLE XIII: BENEFITS**

- 13.1 The following health and welfare benefits shall be made available to eligible full-time bargaining unit members:

- 13.1.1 Eligible full-time bargaining members shall select one of the five following health benefit alternatives:

CVT- Anthem Blue Cross (Prudent Buyer) Plan 1, Plan 4, Plan 6, Plan 8, Plan 9,  
Kaiser North Plans I, II, V and VIII

- 13.1.2 Dental benefits provided through Delta Dental.

- 13.1.3 Vision benefits provided through Vision Service Plan.

- 13.1.4 Life insurance, \$25,000 Term Life

- 13.1.5 Employee Assistance Program

- 13.2 District's Maximum Annual Health & Welfare Benefit Contribution

- 13.2.1 Effective July 1, 2021, the maximum amount of the District's health and welfare benefit contribution in the amount of \$14,000.00 per year shall be increased by \$250.00 to a maximum contribution of \$14,250.00 per year on behalf of eligible full-time bargaining unit members toward the cost of the above health and welfare benefits.

- 13.3 Bargaining unit members may participate in the IRS 125 Cafeteria Plan offered by the District.

- 13.4 The District shall provide full-time bargaining unit members who retire from District employment having reached at least age 55 and having completed at least fifteen (15) years of service with the District, the medical benefit coverage (for the retiree only) available pursuant to the Agreement. Such coverage shall be provided for a period of five (5) years from the date of retirement or until the retiree's 65th birthday, whichever occurs first. The District shall provide such coverage up to a maximum dollar cost of \$400.00 per month.

## **ARTICLE XIV: TRANSFER/REASSIGNMENT**

- 14.1 Transfer” shall be defined as a permanent change in work site from one school site to another or from one job classification within the same school to another. “Reassignment” shall be defined as movement of an employee from one grade level or subject to another at the same site. Voluntary means initiated by the employee. Involuntary means being requested by the District.
- 14.2 The principal and/or superintendent shall assign bargaining unit members. In making assignments, the principal and/or superintendent shall consider the unit member's training, experience, major experience, major and minor fields of study, competencies, credentials, and advanced degrees. A unit member may request the reasons for an assignment or change of assignment.
- 14.3 An employee may file a request for transfer or reassignment. A voluntary transfer/reassignment may take place at any time, upon mutual consent of the District and all persons involved. An involuntary transfer/reassignment shall normally only take place between school years. Unit members shall receive notification of any changes that may occur the following school year on or before August 1. An involuntary transfer/reassignment shall be based upon program needs. Any reassignment should be discussed with the employee involved before the change is finalized.
- 14.4 Upon request, an employee being transferred involuntarily shall receive written reasons for such transfer. Involuntary transfers shall not be made on an arbitrary or capricious basis. In the event of involuntary transfer, the employee shall have one of the following:
- 14.4.1 Past experience in the subject area.
  - 14.4.2 At least a minor in the subject area.
  - 14.4.3 Or, mutual agreement by both parties.
- 14.5 District management shall post at all school sites and at the district office a list of all known vacancies. For the purpose of this policy, a “vacancy” is created when:
- 14.6 Personnel previously holding the position left the employ of the District through resignation, dismissal, retirement, or death.
- 14.7 Personnel previously holding the position assumed a new position within the District.
- 14.8 Enrollment growth or program development causes the establishment of an additional position.
- 14.9 For each position posted, the list shall show the work location, the job title, and closing date for submitting requests to transfer to that position. No assignments to fill a vacancy shall be made

before the posted closing date. All unit members meeting the job specifications as announced, who completed an application, shall be considered for the position; however, the final selection or hiring of a new employee shall be at the sole discretion of management.

## **ARTICLE XV: GRIEVANCE PROCEDURE**

### 15.1 Definitions

- 15.1.1 A “grievance” is a claim by a member of the bargaining unit that there has been a violation, misinterpretation or misapplication of one or more specific provisions of this Agreement.
- 15.1.2 A “grievance” may also be a claim by the Laton Federation of Teachers, Local #3278 that it has been adversely affected by a violation, misinterpretation or misapplication of the contract.
- 15.1.3 The “Superintendent”, as used herein, is to include the Superintendent or any designee upon whom the Superintendent has conferred authority to act in his place.
- 15.1.4 The term “teacher” includes any member of the bargaining unit. The term “Federation Representative” refers to any local Laton Federation of Teachers Representative or American Federation of Teachers Representative, upon whom the local president has conferred the authority to act for the Federation.
- 15.1.5 A “day” is any day on which the District office is open for business. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be taken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the Administrative regulations and procedures of this School District are not within the scope of this procedure.
- 15.1.6 Release time will be given to the grievant and the federation representative for attending meetings with the district supervisor, principal and/or district superintendent.

### 15.2 General Provisions

- 15.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- 15.2.2 A teacher may elect to be represented by the AFT at any level of the grievance process, if desired.
- 15.2.3 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, except that it shall not be considered a grievance until the claim has been submitted in writing, specifying the necessary details required on the appropriate forms for each level of the formal grievance procedure.
- 15.2.4 The time limits specified at each level should be considered maximums. The time limits may, however, be extended by mutual written consent.
- 15.2.5 If any grievance meeting or hearing must be scheduled or held during the school day, any employee required by either party to participate as a witness, grievant, job steward, or representative in such a meeting or hearing shall be released from regular duties without loss of pay. The parties agree to make reasonable efforts to schedule meetings for the investigation or processing of grievances at times which will not interfere with the regular teaching duties of the participants.
- 15.2.6 No decision or adjustment of a grievance between administration and grievant shall be contrary to any provision of this Agreement.
- 15.2.7 The Federation and the District's legal counsel may examine the settlement of a grievance prior to its formal acceptance.

### 15.3 Procedures

- 15.3.1 A concerted effort should be made to resolve a disagreement between the bargaining unit member and the principal prior to filing a formal written grievance. At least one meeting between the parties to a disagreement should take place before instituting grievance procedures.
- 15.3.2 Level I - Formal Procedures/Principal
  - 15.3.2.1 Within twenty (20) days after the occurrence of the act or omission-giving rise to a grievance, the grievant must present his grievance in writing on the appropriate form to his or her principal.



15.3.2.2 The written notice shall be a clear, concise statement of the grievance of the circumstances involved, the specific article, section, or clause of the Agreement allegedly violated, with the specific remedy sought.

15.3.2.3 The Principal shall communicate his or her decision to the employee in writing within ten (10) days after receiving the grievance. If the Principal does not respond within the time limits, the grievance shall be deemed denied and the grievant may appeal to the next level.

### 15.3.3 Level II - Formal Procedures/Superintendent

15.3.3.1 If the grievant is not satisfied with the decision at Level I, he or she may within fifteen (15) days of the Level I response, appeal the decision to the Superintendent in writing on the appropriate form.

15.3.3.2 The Superintendent shall communicate this decision to the grievant within ten (10) days. If the superintendent does not respond within the time limits, the grievance shall be deemed denied and the grievant may appeal to the next level.

### 15.3.4 Level III - Formal Procedures/Arbitrator

15.3.4.1 If the grievant is not satisfied with the disposition of his or her grievance at the Superintendent's Level II, he or she may within ten (10) days of receipt of the Superintendent's decision in writing on the appropriate form request that the Federation submit the grievance to binding arbitration.

### 15.3.5 Formal Arbitration Procedures

15.3.5.1 The Federation by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, may submit a grievance to arbitration. If any question arises as to arbitrability of a grievance, such question will be ruled upon by the arbitrator prior to hearing the merits of the grievance. The Federation and the Superintendent shall select a mutually acceptable arbitrator. In the event that the parties are unable to make such a selection within ten (10) days of the Federation's submission to arbitration, an arbitrator shall be selected by alternate striking from a list supplied by the American Arbitration Association (AAA) or the California Mediation and Conciliation Service (CSMCS). The arbitration shall proceed according to the Voluntary Labor Arbitration Rules of the AAA or

CSMCS. Any record of the hearing shall be a verbatim transcription by a court reporter. Post-hearing briefs shall be permitted.

15.3.5.2 As soon as possible after a hearing, and after both parties have had an opportunity to make written arguments to all parties, the arbitrator shall submit a written decision setting for his/her findings of fact, reasoning, and conclusion on the issues submitted. The decision of the arbitrator shall be final and binding on the parties.

15.3.5.3 The arbitrator shall be without power or authority to make any recommendation, which may involve the commission of an act, prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any such award, financial reimbursement or other remedies as he judges to be proper. All fees and expenses for the services of the arbitrator, including per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the District and the Federation. All other costs shall be borne by the party incurring them.

## **ARTICLE XVI: LEAVES**

### 16.1 General Provisions

16.1.1 All teachers on approved leave shall retain their seniority rights existing at the time the leave commenced.

16.1.2 A teacher shall be determined fully recovered from an illness, disability, or industrial accident, and thereby able to return to work, at such time as the teacher is released by his/her physician to resume regular employment duties. The District management reserves the right to require medical verification by another physician selected by the District and at the District's expense.

16.1.3 For absences of three (3) days or more, the District may require a medical doctor's authorization to return to work.

16.1.4 Whenever possible, unit members must contact the South County Substitute Calling System or immediate supervisor, or designated employee responsible for securing substitutes as soon as the need to be absent is known but in no event less than one hour prior to the beginning of the workday to permit the employer time to secure a substitute. Failure to provide adequate notice may be grounds for denial of leave with pay.

16.1.5 If continued absence is anticipated, the school office should be contacted by the absent teacher prior to 3:30 p.m. in order to secure the services of the substitute for the following day.

## 16.2 Sick Leave

16.2.1 Full-time employees employed on a ten (10) month basis are entitled to ten (10) days sick leave each school year. Unused sick leave shall be carried over from school-year to school-year. Annually, on September 1<sup>st</sup>, the District will provide each teacher with a written statement of his or her remaining sick leave.

## 16.3 Extended Sick Leave (Paid)

16.3.1 After all earned leave is exhausted; additional non-accumulated leave shall be available for a period, not to exceed five (5) school months, provided that the provisions are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. As set forth in Education Code section 44977, the five-month period of differential pay leave shall begin after the exhaustion of annual and accumulated sick leave.

## 16.4 Extended Sick Leave (Unpaid)

16.4.1 When absence for personal illness or accident of a teacher extends beyond the number of earned days of sick leave or days of extended paid sick leave, the unit member may be granted an extended sick leave without District compensation or benefits.

16.4.2 Unit members on leave pursuant to this provision may elect to retain insurance coverage at the unit member's own cost.

## 16.5 Catastrophic leave

16.5.1 When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time, fellow employees may donate accrued vacation and sick leave credits to that employee under the specific requirements of the district's catastrophic leave program. (Laton Unified School District Board Policy 4161.9 and Laton Unified School District AR 4161.9). Donations made under the catastrophic leave program shall be strictly voluntary.

## 16.6 Industrial Accident Leave

- 16.6.1 Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury, which has qualified for worker's compensation under the provisions of the Worker's Compensation Insurance Program.
- 16.6.2 The unit member may indicate on a form, kept on file, in the district office the name and address of the physician that he or she wants to be treated by in case of industrial injury.
- 16.6.3 The District has the right to have the unit member examined by a physician designated by the District at the District's expense, to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 16.6.4 For any days of absence as a result of an industrial accident, the unit member shall endorse to the District any wage loss benefit check from Workers' Compensation Insurance carrier, which would make the total compensation from both sources exceed 100% of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

16.7 Pregnancy Disability Leave:

- 16.7.1 Bargaining unit members are entitled to use sick leave as set forth in Sections A and B for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery on the same terms and conditions governing leaves of absence from other illness or medical disability.
- 16.7.2 The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.

16.8 Personal Necessity Leave

- 16.8.1 Sick leave may be used, at the unit member's election, for purposes of personal necessity; provided that use of such leave does not exceed seven (7) days in any school year. Personal necessity shall be limited to: a) death or serious illness of a member of the unit member's immediate family; b) an accident which is unforeseen involving the unit member's person or

property or the person or property of a unit member's immediate family; c) appearance in court as a litigant or as a witness under an official order.

16.8.2 Unit members need not secure advance permission for leave taken in cases of “a” or “b” as cited immediately above. Before taking personal necessity leave, every effort should be made by unit members to obtain prior approval and allow the District to secure substitute services. Leave requests of a non-emergency nature require forty-eight (48) hour notice.

16.8.3 In all cases, whether or not advance notice is required, unit members shall complete the District's absence form verifying that the unit member's use of leave was for personal necessity as defined above, and that such leave has not been used for recreational purposes, extensions of holidays, or vacations, work stoppage, or matters of purely personal convenience.

#### 16.9 Personal Leave

16.9.1 For purposes of this Article, a “day” is defined as the usual and customary length of a full day's employment. Leave is disallowed on a fractional or hourly basis.

16.9.2 Ten days of personal leave may be granted annually for each certificated employee. The personal days are to be used as ten of the ten (10) allowable sick leave days per year.

16.9.3 The personal days will not be accumulative from year to year. Certificated employees must request a personal leave at least forty-eight (48) hours in advance of the actual day of leave. This forty-eight (48) hour notification may be waived in cases of emergency.

16.9.4 The personal leave day will be restricted to two members of the certificated personnel per plant on any workday provided adequate teaching staff is available to cover all classes.

#### 16.10 Professional Leave

16.10.1 Professional Leave means that teachers shall be afforded the flexibility of leaving the school campus after school, immediately after departure of the school buses and without written requirement that the teacher will make up the early departure time in the future. Despite the lack of any written requirement to make up the Professional Leave time used for early departures, teachers are expected to exercise their professional responsibility to make up this time.

16.10.2 A teacher may exercise a Professional Leave only if there are no scheduled faculty meetings called by the principal, appointments with parents, nor other adjunct responsibilities, i.e.

regularly scheduled parent teacher conferences, special education student meetings, special student activities requiring their supervision, nor other adjunct responsibilities, and if the teacher is fully prepared to fulfill his/her teacher responsibilities the following school day.

16.10.3 A Professional Leave may not include being away from campus during regular student classroom hours (unless arranged in advance with the principal for coverage of that class.) Any teacher exercising a Professional Leave shall notify the principal of their departure before departure from the campus.

16.10.4 Teacher exercising a Professional Leave shall do so only when there is a compelling personal or business need to do so. Frequent use of Professional leaves shall constitute an abuse of this professional trust and flexibility.

#### 16.11 Jury Duty Leave

16.11.1 A teacher is entitled to paid leave for jury duty.

16.11.2 Upon notification of jury duty, it is the obligation of the teacher to inform the Superintendent/Principal or designee within the next three working days. Juror's fee, exclusive of expenses, received by the teacher, shall be deposited to the credit of the District.

#### 16.12 Court Appearance Leave - (Excluding Jury Duty)

16.12.1 A unit member is entitled to leave of absence with pay to appear as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

16.12.2 When a teacher is subpoenaed as a witness in a case involving the School District, release time will be provided for appearance in the proceeding without loss of pay or sick leave.

#### 16.13 Other Leaves Without Compensation

16.13.1 Upon recommendation of the Principal/Superintendent and approval of the Board of Trustees, unpaid leave may be granted for a period of time agreed upon for the following purposes: Peace Corps, care of a member of the immediate family who is ill, long-term illness of the teacher, or an urgent personal matter.

#### 16.14 Leave of Absence

16.14.1 Any teacher, after three (3) consecutive years of service preceding the leave, may be granted a one-year leave of absence upon request of the teacher and approved by the Board of

Trustees. A bargaining unit member may choose to meet with the governing board in open or closed session at his/her request for a leave of absence pursuant to this section. In addition, the governing board when acting upon leave requests pursuant to this section shall not exercise its discretion in an arbitrary or capricious manner. The leave may be granted for professional study or research, and is subject to the following provisions:

16.14.2 A maximum of one teacher may be granted a one-year leave during any given academic year. If more than one teacher applies, consideration will be given the teacher with most seniority at Laton Unified School District.

16.14.3 A leave of absence request must be submitted no later than March 15.

16.14.4 Such a leave may be extended or a second leave granted at the discretion of the Board upon application by the employee. Customarily, to become eligible for a second leave, a teacher must teach in the District three (3) more consecutive years following the first leave for a total of seven (7) years. The application for and granting leaves of absence shall be in writing. In addition, a teacher on such leave shall notify the District Office by March 15 of the school year, as to an intention to return to employment in the District the following school year. Failure to so notify shall be considered a resignation of his or her teaching assignment.

16.14.5 Unit members on leave pursuant to this provision may elect to retain insurance coverage at the unit member's expense.

16.14.6 Teachers granted a leave of absence do so with the understanding that they will not receive compensation during the term of their leave.

#### 16.15 Bereavement Leave

16.15.1 A unit member shall be entitled to a maximum of three-(3) days leave of absence, without loss of salary on account of the death of any member of his/her immediate family. If out of state travel or travel of 250 miles is required, an additional two days of leave without loss of pay shall be available. Bereavement leave shall not be deducted from accrued sick leave. For the purpose of this provision, an immediate family member shall be limited to mother, father, foster parents, step parents, guardians, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, foster child, stepchild, brother or sister, step brother or sister, aunt, uncle,

niece, nephew of the employee, any person living in the immediate household of the employee, or any other person approved by the Superintendent.

#### 16.16 Leave of Absence from Duty Without Pay

16.16.1 A unit member may request a leave of absence from duty without pay for a full year or less. The granting of such leaves is at the discretion of the Governing Board. Any such leave request must be in writing and submitted no later than March 15. A unit member may continue his/her health benefit package, including dental and vision coverage at no expense to the District. Upon return from leave, the unit member shall be placed in a status comparable to that held prior to the leave.

#### 16.17 Federation Leave

16.17.1 The District and Federation recognize a maximum bank of seven (7) days each year for Federation officer(s) to take for Federation business. The District will arrange for a substitute teacher for the Federation leave days at District expense.

#### 16.18 Parental Bonding Leave

To be entitled to up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding or child rearing leave and with Family Care Leave.

16.18.1 For purposes of this section, “parental bonding” leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or the placement of a child in the unit member’s household for adoption or foster care.

16.18.2 Pursuant to Education Code section 44977.5, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of the leave set forth in Section 16.4 (Extended Leave–Paid) concurrently with the unpaid CFRA leave entitlement and Family Care Leave. Such leave shall be paid as set forth in Section 16.3.1

16.18.3 For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave pursuant to Section 16.2 (Sick Leave) shall be used and exhausted before the leave provided in Section 16.4 may be utilized. The 12 workweeks shall be reduced by any sick leave, including accumulated sick leave, taken during a period of parental bonding pursuant to CFRA (Governmental Code Section 12945.2).

16.18.4 A unit member shall not be provided more than one 12 workweek period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates



before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.

- 16.18.5 Leave taken pursuant to this section shall be in addition to leave taken by a unit member pursuant to Section 16.7 above for disabilities caused or contributed to by pregnancy, childbirth or related medical condition.
- 16.18.6 If both parents work for the District, *each parent may take 12 workweeks of baby bonding leave regardless of marital status.*
- 16.18.7 Any parental bonding leave must be requested in writing to the Superintendent a minimum of 30 days prior to the date the leave is proposed to commence.

## **ARTICLE XVII: HOURS/DUTY SCHEDULES**

17.1 Professional day.

17.1.1

The Federation and District recognize the principle of an eight (8) hour workday and forty (40) hour workweek for full-time employees during the regular school year. The professional workday is defined as the amount of instructional time plus the numbers of hours necessary to plan, prepare, and evaluate instructional activities as determined by the employees.

The instructional day, while schools are in session, shall normally be:

*Laton Elementary School*                      8:00 a.m. to 3:45 p.m.

*Laton Middle School*                        8:00 a.m. to 3:45 p.m.

*Laton High School*                            7:30 a.m. to 3:15 p.m.

17.1.2 Effective upon ratification of this Agreement by both parties and thereafter, the work schedule for all bargaining unit members on “Early Out” Mondays shall begin at 7:45 a.m. and end at 3:30 p.m. This work schedule for “Early Out Mondays” shall apply to all unit members regardless of their start and end times during the school year.

17.1.3 Instructional minutes shall be adjusted as needed within the instructional day.

17.1.4 Supervision and duty schedules for all certificated staff are established by building principals. The administration is responsible for devising fair and equitable systems for supervision of students at necessary times and locations.

17.1.5 The total number of paid teacher duty days shall be 185 duty days.

**17.1.5.1** Of the 185 teacher duty days, five (5) are mandatory staff development days and 180 are instructional days. Utilization of sick leave on designated staff development days shall require verification of illness from a doctor or health care practitioner. Utilization of personal necessity leave on designated staff development days shall require the approval of the superintendent. Utilization of bereavement leave on designated staff development days shall require normal verification. If any teacher fails to attend these sessions (designated staff development days) and fails to provide the necessary documentation, that teacher shall have one day of salary deducted from their annual salary for each day of non-attendance or missed days.

**17.1.5.2** In an effort to maximize the value and benefit of training activities, the District will consult with the Federation in making a concerted effort to provide staff development which is site and age appropriate, and aligned with current curriculum and relevant state standards.

**17.1.5.3** *In lieu of the January Buy Back Day, the District shall reallocate the 7.25 hours that would have been worked on the January Buy Back Day by extending the work day on a total of four (4) teacher duty days in September and October to 5 pm and on one (1) teacher duty day in November to 4:45 pm. Each school year's calendar shall specify the dates in September, October and November when the teacher work day will be extended as set forth herein.*

17.1.4 In an effort to maximize the value and benefit of training activities, the District will consult with the Federation in making a concerted effort to provide staff development which is site and age appropriate, and aligned with current curriculum and relevant state standards.

17.2 Foggy Day Schedule Delay - On days the District has officially called a foggy day schedule with a one or two-hour delay, the instructional day will be extended by 30 minutes. Teachers will be permitted to leave 15 minutes after student departure. When the District officially calls a foggy day schedule on any day other than a Monday, teachers will be allowed to arrive by 9:00 a.m. However, teachers are expected to arrive by 8:45 a.m. anytime the District calls a foggy day schedule for a Monday when class starts at 9:00 a.m.

17.3 The District will continue to exercise good faith efforts to see that each bargaining unit member receives his/her appropriate preparation time. Nevertheless, circumstances sometimes may require

District administrators to request/assign a bargaining unit member to substitute teach during his/her preparation time or other portion of his/her duty day. Any bargaining unit member who so substitutes shall be compensated for such excess substitutions at the rate set forth in Exhibit B.

- 17.4 The District will provide K-8 teachers no less than forty-five minutes per day preparation time and with the exception of the designated minimum day each week when K-8 teachers have time for both collaboration and preparation, and may also attend meetings; no more than one other day per week shall be used for meetings and only up to a maximum of 45 minutes.
- 17.5 The District will provide high school teachers one period preparation time per day.
- 17.6 Each teacher will be provided a 30-minute daily duty-free lunch.
- 17.7 Teachers may leave campus thirty (30) minutes after the buses depart on the minimum day before Thanksgiving, Winter and Spring breaks.

### **ARTICLE XVIII: CLASS SIZE**

- 18.1 Class size will be maintained commensurate with age level, subject matter, and the District's ability to finance.

### **ARTICLE XIX: CONCERTED ACTIVITIES**

- 19.1 It is agreed and understood that there will be no failure to fully and faithfully perform job functions and responsibilities, or other interference's with the operations of the District by the Union or its officers, agents, or members during the term of the Agreement.

The Union, its officers, agents, employees and members recognize the duty and obligations to comply with the provisions of this Agreement and to support its implementation.

### **ARTICLE XX: PROFESSIONAL ATTIRE**

- 20.1 It is expected that employees will be appropriately attired for work, except for special circumstances such as physical education classes, industrial arts class, or special events (such as casual Fridays, etc.). For normal classroom and school activity, blue jeans, cutoffs, informal tee shirts, and athletic attire are inappropriate. Persistent violations may be subject to progressive discipline, enforced by the District, not the Federation.

20.2 The principal and/or federation building representative may enforce any inappropriate attire worn by a teacher through the normal progressive discipline means in accordance with the California Education Code.

## **ARTICLE XXI: PROFESSIONAL RESPONSIBILITIES DURING STUDENT CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES**

21.1 In order to maintain and promote positive community relations, the district and federation believe in the importance of regular teacher participation and visibility at student co-curricular/extra-curricular activities. This participation and visibility includes attendance and supervision of five student co-curricular/extra-curricular activities throughout the school year. Each teacher is expected to fulfill his/her co-curricular/extra-curricular duties for five extra duty student activities per year outside regular school day hours as approved by the principal.

21.2 All teachers shall be required to participate in back-to school night and open house. In addition, all middle school and high school teachers shall participate in graduation. Beyond these mandatory activities, any remaining activities necessary for a teacher to reach the total of five (5) per year, shall include, but not be limited to, an athletic event, school dance, performing arts production, spirit activity, school carnival, Home & School Club meeting, or other site or District committee meeting outside school hours.

21.3 To protect the District from potential liability litigation, coaches are expected to accompany student teams of their coaching responsibility en route on the student bus or van to all away contests. They are also expected to attend sports recognition dinners related to the sport of their coaching responsibility and athletic fundraisers.

## **ARTICLE XXII: EFFECT OF AGREEMENT**

22.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in the Agreement, such practices and procedures are subject to the Education Code and existing District policy.

## **ARTICLE XXIII: SUPPORT OF AGREEMENT**

23.1 The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union and the District will support this Agreement for its term and will not seek change or improvement in any

matter subject to the meet and negotiation process except as outlined in Article XXVI or by mutual agreement of the District and the Union.

## **ARTICLE XXIV: COMPLETION OF MEET AND NEGOTIATION**

24.1 During the term of this Agreement, except as otherwise set forth herein, the Union expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matters may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. Nevertheless, the parties recognize that they may mutually agree to reopen negotiations.

## **ARTICLE XXV: TERM**

25.1 This Agreement shall remain in full force and effect July 1, 2021 through June 30, 2020.

25.2 For 2022-23, LFT and District may reopen Article XII, Salary, Article XIII, Benefits and one additional article each.

25.3 For 2023-24, LFT and the District may reopen Article XII, Salary, Article XIII, and on additional article each.

25.4 The parties' successor contract proposals shall be submitted by May 1, 2024, unless the District and LFT mutually agree in writing to a different date.

## **ARTICLE XXVI: AGREEMENT**

26.1 This agreement is an Agreement made and entered into July 1, 2020 between Laton Unified School District and Laton Federation of Teachers, American of Teachers. This Agreement will remain in force and effect until June 30, 2024, without further negotiations except as specified in Articles XXV through XXVI.

EXCEPT AS SET FORTH ABOVE, ALL OTHER TERMS AND CONDITIONS IN THE PARTIES' 2020-2021 COLLECTIVE BARGAINING AGREEMENT SHALL REMAIN STATUS QUO AND SHALL BE INCORPORATED IN THE PARTIES' 2021-2024 SUCCESSOR MASTER AGREEMENT

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_

Robert Fitzgerald, President

Laton Federation of Teachers

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_

Lupe Nieves, Superintendent

Laton Unified School District