

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**BASS LAKE JOINT UNION ELEMENTARY  
SCHOOL DISTRICT**

**AND THE**

**BASS LAKE TEACHERS ASSOCIATION**

**July 1, 2005 to June 30, 2008**

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## **ARTICLE I**

### **AGREEMENT**

- 1.1 The Articles and Provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Bass Lake Joint Union Elementary School District (District) and the Bass Lake Teacher's Association/CTA/NEA ("Association"), an employee organization.
  
- 1.2 This Agreement between the Bass Lake Joint Union Elementary School District (hereinafter referred to as "District") and the exclusive representative, recognized under the Rodda Act (hereinafter referred to as "the Act"), Bass Lake Teacher's Association/CTA/NEA (hereinafter referred to as "Association") is effective the 1st day of July, 2005 and shall remain in full force and effect up to and including June 30, 2008.

## **ARTICLE II**

### **RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative of all certificated employees of the District - excluding management, confidential, and supervisory employees as defined in the Act, and excluding substitute teachers - for the purposes of meeting and negotiating.

## ARTICLE III

### Definitions

- 3.1 For the purpose of this contract, "Unit Member" is defined as any employee who is included in the Bargaining Unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Board" refers to the Governing Board of the District.
- 3.3 "School Day" means a day during which students are normally required to be in school at a particular school site, unless otherwise specified in this Agreement.
- 3.4 "Immediate Family" means mother, father, grandchild, grandmother, grandfather, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, foster child, foster parent, stepparent, stepchild, stepbrother, or stepsister of the employee or spouse or any relative or non-relative living in the immediate household of the employee.
- 3.5 "Daily Rate of Pay" means the unit member's annual salary divided by the number of duty days required by this Agreement.
- 3.6 "Hourly Rate of Pay" means the daily rate of pay divided by 7.5 (i.e.: number of duty hours for a unit member in a normal duty day.)
- 3.7 "District" refers to Bass Lake Joint Union Elementary School District.
- 3.8 For the purpose of this contract an "employee" is defined as a unit member.
- 3.9 A unit for purposes of advancement on the salary schedule is defined as fifteen (15) hours of classroom contact.
- 3.10 A transfer refers to any movement of a teacher from one work-site to another.
- 3.11 Reassignment refers to any change in grade level or subject matter assignment within a school.
- 3.12 Vacancy refers to a new or unoccupied bargaining unit position that the District determines should be filled.

## ARTICLE IV

### ASSOCIATION RIGHTS

- 4.1 The Association shall have the right of access to employees at reasonable times. The term, "reasonable times" as used herein means employee meal or rest periods and any time before or after an employee's assigned duty time when such employee is present upon District property, but is not expected to be performing services on behalf of the District.
- 4.2 Representatives of the Association may contact employees in any lounge facility, meeting room, office, classroom, garage or grounds of the District provided that nothing herein shall be deemed to permit such access to an employee during any time set aside for assigned duty, that such access will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative and provided further that such access will not be utilized in such a manner that will disturb, disrupt or otherwise interfere with the assigned duties of an employee of the District.
- 4.3 The Association shall have the right to the reasonable use of District buildings and facilities. The Association shall be permitted to conduct a reasonable number of meetings scheduled so as not to conflict with the normal operations of the district. Authorized representatives of the association shall be permitted to transact official Association business on school property at all reasonable times.
- 4.4 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions:
- 4.4.1 Each bulletin board posting or item placed in school mailboxes shall contain a date of posting and a clear indication that said item has been produced by the Association. A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution.
- 4.4.2 The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District.
- 4.5 Upon request, the Association shall be furnished a complete listing of all members of the bargaining unit.
- 4.5.1 Such listing shall include the job classification, work site and salary placement information (i.e. Earned units on record, experience credit, degrees, etc.) for each unit member.
- 4.5.2 In addition, unless the unit member requests in writing that such information not be released, the District shall provide the Association with the home address and telephone number of each unit member.

- 4.5.3 Such listing shall normally be provided once per school year within one month after its commencement. However, updates of the information described above shall be provided to the Association President or his/her designee within a reasonable time of the request.
- 4.6 The District shall provide the Association President with a complete Board agenda, minutes and non-confidential support materials for each meeting of the Board of Trustees. All such materials shall be delivered by school mail or by U.S. Mail when school is not in session at the same time as they are provided to Board members.
- 4.7 Within 30 working days after its ratification, the District shall provide one (1) copy of this Agreement to each employee in the unit, and six (6) copies to the Association. The District shall provide a copy of the current contract to each new employee within thirty (30) days of the date of hire. However, every prospective employee shall be provided an opportunity to read or scan the Agreement prior to signing their individual teaching contract.
- 4.8 Upon request the District shall provide the Association with any public information as required by law.

## ARTICLE V

### MANAGEMENT RIGHTS

- 5.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the District to the full extent of the law.
  
- 5.2 Included in, but not limited to, those duties and powers is the right to:
  - 5.2.1 Determine its organization;
  - 5.2.2 Supervise the work of its employees;
  - 5.2.3 Determine the times and hours of operation of the District;
  - 5.2.4 Determine the kinds and levels of services to be provided and methods of providing them;
  - 5.2.5 Establish District-wide educational policies, goals and objectives;
  - 5.2.6 Insure the rights and educational opportunities of students;
  - 5.2.7 Determine staffing patterns;
  - 5.2.8 Determine the number and kinds of personnel required;
  - 5.2.9 Maintain the efficiency of District operations;
  - 5.2.10 Build, move, or modify facilities;
  - 5.2.11 Establish budget procedures and determine budget allocations;
  - 5.2.12 Determine the methods of raising revenue;
  - 5.2.13 Take action on any matter in the event of an emergency.
  - 5.2.14 Take action on employment matters such as:
    - 5.2.14.1 Hiring;
    - 5.2.14.2 Classifying;
    - 5.2.14.3 Assigning or reassigning;
    - 5.2.14.4 Evaluating;
    - 5.2.14.5 Promoting;
    - 5.2.14.6 Reprimanding;
    - 5.2.14.7 Terminating.
  
- 5.3 The exercise of the foregoing 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.
  
- 5.4 The District retains its right to suspend policies and practices referred to in this Agreement in cases of emergency. The suspension of such policies and practices shall remain in effect only during the term of the emergency. The Association President shall be notified, as soon as is practically possible, if an emergency is declared. The determination of whether or not an emergency exists is solely within the discretion of the District and

may not be subject to the provisions of Article VI, "Grievance." However, any action taken by the District in response to an emergency shall be subject to the provisions of Article VI, "Grievance." Any action taken during an emergency must be directly related to the emergency and be the only viable solution to the problem.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### 6.1 Definitions:

- 6.1.1 Grievance - A grievance is a formal written allegation by a grievant that he/she/it has been adversely affected by a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 6.1.2 Grievant - Any unit member, or the association, that is covered by the terms of this Agreement.
- 6.1.3 Immediate Supervisor - The administrator having the immediate supervisory jurisdiction over the grievant.
- 6.1.4 Day - For purposes of this Article, a Day is any day in which the central administration office of the District is open for business.

#### 6.2 Time Limits:

- 6.2.1 All time limits hereinafter set forth shall begin the day following the event that causes movement to the next step or level of the procedure.
- 6.2.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process.
- 6.2.3 Failure by the District to meet a deadline set in this agreement shall give the grievant the right to proceed to the next grievance processing level. Time limits in this agreement may be extended by mutual agreement between the grievant and the District Administration.
- 6.2.4 Failure by a grievant to meet a deadline set in this agreement shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts.
- 6.2.5 If a unit member chooses to file a grievance after the conclusion of the school instructional year, the unit member shall initiate a grievance within the time limits set out below, by submitting in writing his/her statement of grievance and alleged contract violation to the District Superintendent in the absence of his/her immediate supervisor. The stated time limits for response or action may be suspended, upon request of the unit member, until school commences for the succeeding school year.

#### 6.3 Informal Level

- 6.3.1 Within fifteen (15) days of the date upon which the grievant had knowledge or might reasonably have been expected to have knowledge of the event giving rise to the grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. At least one personal conference involving the aggrieved and the immediate supervisor shall be held at this phase of the process.
- 6.3.2 If a grievant is the Association and the grievance is not site specific, the grievance may begin at level two.
- 6.4 Procedure - Level One - Immediate Supervisor
  - 6.4.1 If a resolution is not achieved through informal means, the grievant, may, within ten (10) days from the informal conference, register a formal grievance. The grievance shall be in writing, on forms approved by the District, to the immediate supervisor, with copies to the Association, and the Superintendent. The grievance must include:
    - 6.4.1.1 A statement of the grievance listing the specific action and events alleged to violate this Agreement and the provisions violated;
    - 6.4.1.2 Steps taken to resolve differences through informal means;
    - 6.4.1.3 Steps the grievant recommends the District take to remedy the grievance.
  - 6.4.2 The immediate supervisor shall provide a written disposition of the grievance to the grievant, the Superintendent and the Association within ten (10) days of receipt of the written grievance.
- 6.5 Level Two - Superintendent/Designee
  - 6.5.1 If the grievant is not satisfied with the disposition of the grievance, the grievance may be appealed to Level Two (Superintendent). If the appeal to Level Two is not made within ten (10) days of receipt of the written disposition at Level One, it is assumed the grievance is no longer valid. The written appeal must contain:
    - 6.5.1.1 A copy of the original grievance;
    - 6.5.1.2 The decision rendered at Level I;
    - 6.5.1.3 A clear concise statement of the reasons for the appeal.
  - 6.5.2 The Superintendent or designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association, within ten (10) days after receiving the appeal.

6.5.3 If the grievant is not satisfied with the disposition of the grievance at Level II, or if no written decision has been provided within the ten (10) days, the grievant may, within ten (10) days after receipt of the Level II decision or the expiration of the ten (10) days for delivery of said decision, elect to present the grievance to an Advisory Arbitration panel by notifying the District Superintendent of the decision in writing.

## 6.6 Level Three - Advisory Arbitration

6.6.1 The District Superintendent will notify the bargaining unit in writing, that selection of panel members must be accomplished within ten (10) days of this notification.

6.6.2 The following individuals are not eligible to serve on the advisory arbitration panel:

6.6.2.1 Attorneys;

6.6.2.2 Any individual directly involved in the conflict including district administrators or district supervisors at Level I and II;

6.6.2.3 Unit negotiation consultants/District negotiation consultants;

6.6.2.4 School Board members.

6.6.3 The unit and the district will each select one panel member.

6.6.4 The selected members will in turn select a mutually acceptable third member within ten (10) days.

6.6.5 The Advisory Arbitration Panel will meet, review the case, interview parties involved, and render a recommendation to the School Board within ten (10) days of final selection.

6.6.6 The Advisory Panel shall furnish the Board with a full report of the grievance. The Board will schedule a hearing on the grievance at its next regularly scheduled meeting.

6.6.7 The decision of the Board shall be final and binding on all parties as an administrative decision but shall not limit the grievant's right to seek civil redress.

## 6.7 Representation

6.7.1 An employee may request the Association to represent him/her in all levels of the grievance procedure.

6.7.2 If an employee pursues a grievance without the intervention of the Association beyond the Informal Level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed solution and has been given an opportunity to file a written response.

## 6.8 No Reprisals

Neither the District nor the Association shall take any reprisals or unlawfully discriminate against any employee for the exercise of his/her rights under this article.

## ARTICLE VII

### HOURS

- 7.1 A teacher works a professional day. That work day normally begins not less than 15 minutes prior to the teacher's first assigned duty. While teachers work a "professional" work day, as a practice teachers will not leave sooner than fifteen minutes after the close of the normal student day. Other accommodations may be arranged by mutual consent between individuals and the site principal. The work day may be extended as may be necessary to take care of student needs, attend scheduled parent conferences or meetings and to participate in other job related duties such as professional growth activities, committee assignments, faculty meetings, back-to-school nights and open house. Such job related duty requirements shall be reasonably uniform for all bargaining unit members and shall not significantly exceed those that existed prior to the ratification of this Agreement.
- 7.2 A unit member shall be entitled to a daily, duty-free lunch period of forty (40) minutes unless assigned to student supervision, in which case he/she shall receive a duty-free lunch period of thirty (30) minutes.
- 7.3 A unit member shall be entitled to a ten (10) minute break to occur at least one (1) hour prior to noon and another ten (10) minute break during the afternoon instructional period unless he/she is assigned to student supervision.
- 7.4 Minimum student days shall be scheduled on the days before the Thanksgiving and Winter breaks, the last day of school, and for twice a year school-wide Parent Conferences.
- 7.5 Bargaining unit members hired to perform other duties such as those listed in Appendix **B** shall be compensated as set forth in Appendix **B**.
- 7.6 The teacher work year shall be one hundred eighty-three (183) days.
- 7.7 Faculty meetings shall not extend beyond 4:15 P.M. without mutual consent of the majority of the staff and the site administrator.

## **ARTICLE VIII**

### **COMPENSATION**

8.1 For the 2005-2006 school year, members of the bargaining unit shall be paid according to the salary schedules attached hereto as Appendices A and A-1.

8.2 Rules for placement and advancement on the Certificated Salary Schedule:

8.2.1 Initial Placement

8.2.1.1 Upon initial employment by the District, a unit member shall, in conformance with other provisions herein set forth, receive placement on the Certificated Salary Schedule (Appendix A or A-1) based upon the prior experience and training possessed by the unit member as of the time of his/her commencement of services for the District.

8.2.1.2 A unit member shall be granted year-for-year credit for up to five (5) years of experience as a teacher in public schools outside the District and be placed on step six (6) on the salary schedule (Appendix A or A-1).

8.2.2 Advancement

8.2.2.1 Vertical advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience in the District. If a teacher is employed by the District for more than seventy-five percent (75%) of the days in a school year, he/she shall be granted a one-step advancement on the salary schedule at the commencement of his/her next year's service in the District.

8.2.2.2 Salary credit for no more than nine (9) semester hours will be granted in any one contract year.

8.2.2.3 Notification of successful completion of professional growth units must be received by the Business Office by August 15th. Proof of completion (grade report or transcript) must be received no later than 60 days after completion of course in order to receive salary credit for said professional growth during that school year.

8.2.2.4 All units to be used for salary schedule advancement must be upper division or graduate units, or meet a need clearly relevant to the specific assignment of the teacher. To insure that units are acceptable for advancement, the unit member shall obtain prior

written approval from the District Superintendent or designee.

8.2.2.5 District credit for classes/courses other than college and university courses may be granted providing the following steps are followed :

8.2.2.5.1 A brief plan for classes/courses is submitted to and approved by the Site Administrator in advance.

8.2.2.5.2 The plan must fully describe:

8.2.2.5.2.1 The activity to be accomplished.

8.2.2.5.2.2 How such classes/courses will improve the teacher's teaching ability in his/her present teaching assignment or a new teaching assignment proposed by the Superintendent or designee or the site administrator.

8.2.2.5.2.3 The method of proof of successful completion of the plan for the classes/courses.

8.2.2.5.3 The class/course is successfully completed and accepted by the Superintendent or designee or the site administrator.

8.2.2.5.4 The unit member signs a statement clearly indicating an understanding that there is no guarantee that District Semester Units will be accepted for salary placement or other such purposes by any other district, institution or individual.

8.2.2.6 Advancement on the salary schedule for "units beyond BA/BS" or credit for a Master's Degree shall be effective at the start of the school year after the employee files verification of the necessary completed work with the District office. However, a unit member must register his/her written intent for such advancement with the District by June 1 of the school year prior to the year in which the advancement actually takes place.

8.2.2.7 The District shall provide each unit member by June 1 of each school year a written statement of the number of units that the District has registered in its records towards advanced salary schedule placement for the unit member.

- 8.2.2.8 Hours applicable for class advancement are “semester hours.” “Quarter hours” shall be converted to semester hours by multiplying the total of any such hours by two-thirds (2/3).
- 8.2.2.9 Part-time employees shall receive placement and be provided advancement on the salary schedule in conformance with all rules and regulations set forth herein. Actual compensation, however, shall be a percentage of the amount shown at the teacher’s placement level, said percentage to be set forth on the unit member’s individual employment agreement in accordance with the amount of service to be provided.
- 8.2.2.10 Bargaining unit members shall have the option of being paid in ten (10), eleven (11), or twelve (12) equal installments. Employees shall select a payment option by notifying the District, in writing, on or before September 1. The selected option shall then remain in effect for one (1) full year.

8.3 Extra duty salaries and related matters are set forth in Appendix B, attached.

## ARTICLE IX

### HEALTH AND WELFARE BENEFITS

- 9.1 The District shall provide premiums as needed for benefits for all full-time bargaining unit members on the following basis:

The District's contribution for health and welfare benefits provided is a monthly contribution to the insurance providers paid on a monthly basis in advance. The District agrees to contribute an amount up to \$833.33 per month (\$10,000 per year) per employee for all eligible full-time certificated employees.

If the monthly premium amount for such benefits exceeds the District's maximum monthly contribution obligation, the excess amount shall be the responsibility of the covered employee and shall be deducted from the employee's monthly salary through a payroll deduction."

The current health benefit plans shall be identified in Appendices C as attached.

- 9.2 Each year the bargaining unit may elect to renegotiate which plans shall be available to members as those plans change through the insurance carriers.
- 9.3 Each year bargaining unit members shall select one of the available plans as presented by the insurance carrier and negotiated by the bargaining unit.
- 9.4 A part time unit member who works at least 60% of a full-time equivalent may purchase health and welfare benefits as defined in section 9.1 on a prorated basis so long as permitted by the District's insurance carrier. Unit members who work less than 60% full-time equivalency are entitled only to statutory benefits exclusive of health benefit coverage.

#### 9.5 Retired Employees

- 9.5.1 The District shall provide the insurance coverages as described in Appendix C above for persons who have retired from the District (including spouse) when such persons meet the following qualifications:
- 9.5.1.1 Are at or over the age of fifty-five (55).
  - 9.5.1.2 Have completed ten (10) consecutive years of full-time service prior to retirement. An authorized leave of absence or sabbatical shall not be considered a break in consecutive years.
  - 9.5.1.3 Have retired under the provisions of the State Teachers Retirement System.

- 9.5.2 The indicated entitlement for benefits shall continue through the month in which the retired employee reaches age sixty-five (65), or is eligible for Medicare or MediCal whichever comes first.
- 9.5.3 Any member of the bargaining unit who is fifty-five (55) years of age or older, has retired from the District, and who is not entitled to paid benefits as described in this section (9.3), shall be entitled to continue his/her coverage under any or all of the insurance programs described in Appendix C. In order to continue such coverage, the retired employee shall pay to the District, on a monthly basis, an amount equal to the required premium established by the carrier. The process of election of benefits and employee payment thereof shall be in the same manner as the election and payment of benefits under COBRA.
- 9.6 Unit members on District approved unpaid leaves of absence shall have the option to participate in District health and welfare benefit coverage for the period of such leaves by reimbursing the District on a monthly basis in advance for the required premium established by the carrier.
- 9.7 Additional Eligibility Provisions
  - 9.7.1 Should the employment of a teacher terminate following the last day of the school year and before the commencement of the ensuing school year, the employee shall be entitled to continued paid coverage under employee benefits listed in this Article until September 30 of the ensuing school year.
  - 9.7.2 Should an employee's employment be terminated during the school year, he/she shall be entitled to paid coverage under the above provisions until no later than the end of the month following the month of termination.

9.8 Miscellaneous

Teachers may participate in a district approved tax sheltered annuity of their choice, through payroll deductions for this purpose.

9.9 Appendices to this Section

Appendices to the section are examples of the current plan and are subject to modification by the carrier. These modifications are outside of District Control.

## **ARTICLE X**

### **WITHHOLDING**

- 10.1 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association dues, as voluntarily authorized in writing by the employee on the District approved form subject to the following conditions:
- 10.1.1 Such deduction shall be made only upon submission of a written authorization for dues withholding provided to the District which has been duly completed and executed by the employee.
- 10.1.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing thirty (30) days or more after such submission.
- 10.1.3 The District shall submit the County Warrant representing dues withholding to the Association within thirty (30) days of receipt thereof.

## ARTICLE XI

### PERSONAL ILLNESS AND INJURY LEAVE

- 11.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for the purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
- 11.2 If a unit member does not utilize the full amount of leave as authorized in paragraph 11.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 11.3 Should the District have reasonable cause to suspect that the use of Personal Illness and Injury Leave has been abused it may request a unit member to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work, at least one day prior to returning to work.
- 11.4 Whenever possible, a unit member must contact the Superintendent or his/her designee as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day, to permit the employer time to secure a substitute's service.
- 11.5 A unit member who is absent for part of a day due to personal illness and/or injury leave shall have only that portion of the day deducted from accumulated leave, calculated to the nearest hour. No charge shall be made against a unit member's illness and injury leave account for absence time taken for health related purposes when such absence is for one hour or less and is voluntarily covered by another certificated staff member. Such arrangement shall have prior approval by the site administrator.
- 11.6 A unit member shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the District of the employee's intent to return to work by 6:00 A.M. on the day of return, if such failure results in a substitute being secured.
- 11.7 Each unit member shall be notified of the amount of his/her accumulated leave by no later than October 15, of each school year.

## **ARTICLE XII**

### **EXTENDED PERSONAL ILLNESS AND INJURY LEAVE**

- 12.1 After all earned leave as set forth in Article XI is exhausted, additional non-accumulative long-term extended illness leave shall be available for a period not to exceed five (5) school months (100 school days) during which the unit member shall have deducted from his/her daily salary an amount equal to the salary actually paid a substitute employee employed to fill his/her position during the absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed.
- 12.2 Unit members on extended illness and/or injury leave per Article XII section 12.1 shall continue to be provided with the full range of fringe benefits as provided elsewhere in this Agreement.
- 12.3 A unit member returning to work, under this provision of the contract, during the same school year may return to his/her regular assignment.

## ARTICLE XIII

### INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 13.1 Unit members will be entitled to industrial accident and illness leave according to the provisions in Education Code Section 44984 for any personal illness or injury which arises as a result of the performance of services for the District and which has qualified for worker's compensation under the provisions of the District's current worker's compensation carrier.
- 13.2 Such leave shall not exceed sixty (60) noncumulative days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.
- 13.3 When such leave will overlap into the next fiscal year, the employee shall be entitled to utilize only the remaining amount of unused leave due him/her for the industrial accident or illness which occurred during the preceding year.
- 13.4 The District may require that the unit member be examined by a physician at District 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 or illness involved.
- 13.5 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the District's current worker's compensation carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
- 13.6 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the 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.

## ARTICLE XIV

### PERSONAL NECESSITY LEAVE

- 14.1 Leave which is credited under Article XI, Personal Illness and Injury Leave, may be used, at the unit member's election, for purposes of personal necessity; provided that the use of such personal necessity leave does not exceed ten (10) days in any school year.
- 14.2 For purposes of this provision, personal necessity shall be limited to:
- 14.2.1 Death or serious illness of a member of the unit member's immediate family;
  - 14.2.2 An accident involving the unit member's person or property, or the person or property of a unit member's immediate family;
  - 14.2.3 Appearance in court or before any administrative tribunal as a litigant;
  - 14.2.4 To attend to business matters that cannot be taken care of outside the workday. Under no circumstances shall Personal Necessity Leave be available for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.
  - 14.2.5 Such other reasons as may be prescribed by the Governing Board.
- 14.3 Before the utilization of personal necessity leave a member must obtain written approval from the Superintendent or his/her designee, except for circumstances as described in 14.2.1 and 14.2.2, above. Should the circumstances outlined in 14.2.1 and 14.2.2 arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.
- 14.4 Under all circumstances a unit member shall verify in writing that the personal necessity leave was used only for purposes set forth in paragraph 14.2 above.
- 14.5 Unit members may use up to two (2) days, of the leave set forth in this provision as Incidental Leave.
- 14.5.1 The use of Incidental Leave shall require no statement of reason, except to certify that it has not been used for the purpose of conducting Association business.
  - 14.5.2 No more than two (2) unit members from one school site may use this personal necessity (Incidental) leave on any given day without prior approval of the site administrator.
  - 14.5.3 The Unit member must notify the District twenty-four (24) hours prior to taking this leave, unless an emergency makes advance notice impossible.

## **ARTICLE XV**

### **BEREAVEMENT LEAVE**

- 15.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if more than 250 miles travel one way or out of state travel is required, without loss of salary on account of the death of any member of his/her immediate family. ( See Article III.)
- 15.2 A Unit member desiring to utilize this leave provision for death of an individual other than listed above, may submit a Bereavement Leave Request to the Site Administrator for approval. The Site Administrator's decision may be appealed to the Superintendent.

## ARTICLE XVI

### LEAVE FOR PREGNANCY DISABILITY, CHILD REARING AND PATERNITY

- 16.1 Unit members are entitled to the use of leave as set forth in Article XI, Personal Illness and Injury Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for any other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed shall be determined by the unit member and the unit member's physician, however, the District may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.
- 16.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in paragraphs 1 and 2 of Article XI Personal Illness and Injury Leave has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.
- 16.3 A unit member returning to work, under this provision of the contract, during the same school year, may return to her regular assignment. A unit member shall not be discriminated against by the District because of pregnancy.
- 16.4 A leave of absence may be granted to a unit member, without pay, for the purpose of raising his/her natural or adopted child. Such leave shall normally be for no more than a twelve (12) month period .
- 16.5 In addition to leave available under the provisions of Article XIV, Personal Necessity Leave, a unit member shall be entitled to the use of up to two days of paid leave upon the birth of his/her child.
- 16.6 In addition to leave available under the provisions of Article XIV, Personal Necessity Leave, unit member shall be entitled to two (2) days of paid leave when he/she receives an adopted child.

## **Article XVII**

### **JUDICIAL LEAVE**

- 17.1 Unit members will be provided leave for regularly called jury duty and to appear as witness in court, other than as a litigant. The unit member shall submit a written or oral request for an approved absence upon notification for jury duty.
- 17.2 The unit member, while serving jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service.

## **ARTICLE XVIII**

### **MILITARY LEAVE**

- 18.1 A unit member shall be entitled to military leave as set forth by law and shall retain all rights and privileges granted by such law(s) that may arise out of the exercise of military leave.

## **ARTICLE XIX**

### **LEAVES - MISCELLANEOUS**

- 19.1 The District shall consider each request for leave, whether paid or unpaid, not otherwise covered by this Agreement. Consideration shall include the facts surrounding this request, the welfare of the students, needs of the District, needs of the unit member and the purpose of the requested leave.
  
- 19.2 This granting of miscellaneous leave shall be at the discretion of the District.

## **ARTICLE XX**

### **SAFETY**

- 20.1 Every unit member shall report unsafe working conditions to his/her immediate supervisor.
- 20.2 School personnel shall not be required to work under proven unsafe conditions or to perform tasks which endanger their health or safety.
- 20.3 If the existence of an unsafe condition cannot be mutually agreed upon by the unit member and his/her supervisor, appeal may be made to the district safety officer and then to Cal-OSHA or any other appropriate agency.
- 20.4 The District recognizes the right of its teachers to discipline and exclude students from classrooms, as provided for in California Education Code Section 48900 et seq.
- 20.5 The District will inform all teachers of Education Code 48900, SB 198 Safety Requirements, and other health and safety issues each year.

## **ARTICLE XXI**

### **PUBLIC CHARGES**

- 21.1 Citizen or parent complaints filed with the District regarding a teacher shall be reported within a reasonable period of time to the teacher by the Administrator receiving the complaint.
- 21.2 Should a citizen or parent believe that his/her allegations of complaint are sufficiently serious to warrant a meeting, the District shall instruct the teacher to schedule a meeting with the citizen or parent, in an effort to resolve the matter.
- 21.3 If the matter is not resolved at the meeting to the satisfaction of the complainant he/she shall have his/her complaint put into writing and shall submit the original to the teacher with a copy to the teacher's immediate supervisor. The teacher shall initial and date the written complaint and prepare a written response. If no written complaint is received the matter shall be dropped.
- 21.4 The District shall not dismiss, refuse to reemploy or otherwise discipline a teacher on the basis of unsubstantiated allegations in a citizen or parent complaint only.

## ARTICLE XXII

### TRANSFER/REASSIGNMENT

- 22.1 Teacher Initiated Transfers/Reassignments
- 22.1.1 A teacher may initiate his/her own transfer/reassignment by submitting a written request to the District.
- 22.1.2 Applications for transfer/reassignment may be submitted at any time during the District's regular office hours.
- 22.1.3 A transfer/reassignment application may be submitted in response to a particular vacancy in the District or simply for purposes of receiving consideration to fill vacancies as they occur.
- 22.1.4 Prior to the position being permanently filled, the District shall post notice of any vacancy at the school/work site where said vacancy has occurred. Such notice shall be posted in the employee lounge, teacher workroom, and/or school office for at least five (5) days prior to a closing date for applications which shall be specified on the notice for the vacancy. Notices shall include the position description, grade level or subject matter assignment, and credential requirement.
- 22.1.5 In the event that the vacancy is not filled from within the work site, it shall then be posted in the same fashion as described above at all school/work sites in the District for an additional five (5) days prior to a closing date to be specified on the notice.
- 22.1.6 When the District determines that a teaching vacancy exists after 25% of the school year has passed, the following process will apply. Applicants for the teaching vacancy may include current employees from any school site. If the current employee is determined to be the best candidate, placement in the open position may occur at the commencement of the following school year. In the event that a current employee is deemed the best candidate, and a mid-year transfer is not advisable, then the district will fill the position with a temporary teacher or long term substitute.
- 22.1.7 A unit member who is not selected may request and, within seven (7) days, shall receive from the District a meeting and/or a written statement of the basis for the denial of the transfer with the administrator who denied the request to discuss the reasons for the denial.
- 22.1.8 A unit member may request notification of any posted vacancies. The unit member's request must be in writing and must include a mailing address for the period of leave or recess.
- 22.1.9 All unit members meeting the job specifications announced, who complete an application, will be considered for the position, based upon the following criteria

- 22.1.9.1 Appropriate credential;
- 22.1.9.2 Past teaching experience;
- 22.1.9.3 Educational training;
- 22.1.9.4 Other factors, which may include but not be limited to, bilingual ability, artistic or musical talent or other special skills, area of study emphasis, expertise, general ability, or affirmative action requirements, which are in the best interests of the students of the District. If after considering all the above criteria and all factors are equal, seniority will be the determining factor. However, the final selection or hiring of a new employee shall rest with management.

## 22.2 District Initiated Transfers/Reassignments

- 22.2.1 A transfer/reassignment of a bargaining unit member may be initiated by the District at any time within the school year, whenever such a transfer is in the best interest of the District, as defined by the following criteria:
  - 22.2.1.1 Program and educational needs of the District;
  - 22.2.1.2 Site needs of the district;
  - 22.2.1.3 Student enrollment patterns which result in disproportionate class sizes or in insufficient class enrollment.
- 22.2.2 If a decrease in the number of students or the elimination of programs and/or funding occurs, the District shall seek volunteers prior to making any District initiated transfer/reassignment.
- 22.2.3 If a particular school is to be closed, then unit members at that school shall be accorded first priority for filling any new or vacant positions at the school or schools at which the students at the closing school are being placed for the coming school year.
- 22.2.4 A bargaining unit member affected by a transfer/reassignment shall be given fourteen (14) calendar days notice and; upon request, a conference will be held between the Superintendent and/or Site Administrator and the unit member (the unit member may be represented) in order to discuss the reasons for the transfer.
- 22.2.5 Unit members who have been transferred, due to declining enrollment or loss of program, shall for 36 months from the date of said transfer, be accorded first priority for filling all vacancies at their previous site, once said vacancy has been advertised district wide.
- 22.2.6 Any teacher who is transferred during the school year, will receive five (5) days release time to move classroom furniture, materials, etc..

- 22.2.7 Teachers will be given prompt notification of any administrative request that they be transferred/reassigned for the coming year and, except for unforeseen circumstances, such notification will occur by the end of the teacher's work year.
- 22.2.8 Teachers, who are the subject of a district initiated transfer from their current positions because of declining enrollment or loss of program, may apply and be considered for any open position within the district. Such application shall not abridge the rights accrued under section 22.2.5 of this agreement.
- 22.2.9 The Association and the District recognize and acknowledge that school site enrollment changes and/or unanticipated, unforeseen staffing needs may necessitate District initiated transfers.
- 22.2.9.1 Should the District be unable to avoid such transfers and should such action become necessary during the school year, the teacher transferred/reassigned will have five (5) days release time to move classroom furniture or materials.
- 22.2.9.2 Should such transfer occur within twenty (20) days prior to the start of the school year the teacher shall have two (2) days pay at his/her daily rate as compensation for time spent preparing the classroom.
- 22.2.10 When considering a district initiated transfer under the section 22.2.9 unit members meeting the job specifications announced, will be considered for the position, based upon the following criteria
- 22.2.10.1 Appropriate credential;
- 22.2.10.2 Past teaching experience;
- 22.2.10.3 Educational training;
- 22.2.10.4 Other factors, which may include but not be limited to, bilingual ability, artistic or musical talent or other special skills, area of study emphasis, expertise, general ability, or affirmative action requirements, which are in the best interests of the students of the District. If after considering all the above criteria and all factors are equal, seniority will be the determining factor. However, the final selection or hiring of a new employee shall rest with management.
- 22.2.11 A district initiated transfer shall not result in the loss of compensation or seniority.

22.2.12 A teacher who has been subject to a management initiated transfer/reassignment under the provisions of 22.2.9 shall not be subject to such transfer again for two (2) years following the execution of the first management initiated transfer.

## **ARTICLE XXIII**

### **TRAVEL**

- 23.1 Employees who are required by the District to travel on District business shall be provided with the use of District vehicles, or receive a mileage reimbursement for the use of their personal vehicles.
- 23.2 Mileage reimbursement shall be provided at the current business mileage rate established by the Internal Revenue Service.
- 23.3 The District shall reimburse employees who are required by the District to attend conferences, conventions, and meetings for all necessary expenses that are incurred.
- 23.4 Employees claiming reimbursement for mileage or other travel expenses shall provide receipts as required, and shall certify to such expenses on forms provided by the District.
- 23.5 No travel reimbursement shall be paid to an employee unless such travel is authorized in advance by the District.

## **ARTICLE XXIV**

### **EVALUATION**

- 24.1 The District shall formally evaluate probationary employees twice each full school year and permanent employees once every two years, or as otherwise required or permitted by law.
- 24.2 The evaluator shall be the unit member's immediate supervisor and/or the District Superintendent.
- 24.3 The evaluation shall be in writing on forms authorized by the District and the Association.
- 24.4 At least seven (7) days prior to the evaluation, the criteria and procedure for evaluation shall be provided to the unit members.
- 24.5 Observations may be conducted without advance notice to the unit member. However, at least one observation shall be prearranged and at least 30 minutes in duration.
- 24.6 Subsequent to the observations and no later than 45 days prior to the end of the school year an evaluation conference shall be scheduled between the unit member and the evaluator. At the conference the evaluator will present the written evaluation and discuss the matter with the unit member. When a written statement is made which reflects a need for improvement or unsatisfactory performance, written explanations and suggestions for improvement, being as specific as possible, shall be included. The unit member shall sign the evaluation signifying only that he/she has read the document, and has been provided the opportunity of attaching a written response which shall become a part of the permanent record.
- 24.7 Nothing in this Article shall be construed to allow for the contents of any written evaluation being subject to the grievance procedure. The evaluation procedure as set out in this Article may be subject to the grievance procedure.
- 24.8 Any certificated employee who initially receives a less than satisfactory evaluation shall, upon written request, be entitled to one subsequent observation, conference, and written evaluation, by another administrator, if desired.
- 24.9 An evaluation shall not be based on any information which was not collected through direct observation or through conferences held with the certificated unit member.
- 24.10 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 the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. In addition, an employee shall have the right to review his/her written official personnel file. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

- 24.11 Upon written authorization by the teacher, a representative shall be permitted to examine and/or obtain copies of materials in the teacher's personnel file, excluding ratings, or reports of records which:
- 24.11.1 Were obtained prior to the employment of the teacher;
  - 24.11.2 Were prepared by identifiable examination committee members; or
  - 24.11.3 Were obtained in connection with a promotional examination.

## ARTICLE XXV

### MISCELLANEOUS PROVISIONS

- 25.1 The District shall maintain at least one (1) employee lounge at each of its school sites.
- 25.2 A teacher's notification to the Board that he/she intends to resign shall remain revocable until such time as it is accepted by the Superintendent or the Board.
- 25.3 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory and shall be uniformly implemented.
- 25.4 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 25.5 This agreement shall supercede any board policy which is contrary to, or inconsistent with, the terms of this agreement.

## **ARTICLE XXVI**

### **SAVINGS PROVISION**

- 26.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## ARTICLE XXVII

### TERM AND REOPENERS

- 27.1 This agreement shall remain in full force and effect from July 1, 2005 to June 30, 2008, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other, in writing, of their request to alter or amend this Agreement.
  
- 27.2 Each year commencing on July 1, 2006, either party may reopen negotiations on the subjects listed below, by serving written notice to the Board or BLTA.
  - 27.2.1 Wages
  - 27.2.2 Health and Welfare.
  - 27.2.3 Two Articles.
  - 27.2.4 Any other mutually agreed upon Article.

## ARTICLE XXVIII

### Retired Certificated Employees

- 28.1 The District shall not normally employ persons who are retired (i.e. retirees) under the provisions of the California State Retirement System (STRS) to perform work or provide services when such work/services are traditionally provided/performed by members of the teacher bargaining unit. Exceptions may be made as follows
- 28.1.1 Retirees so employed as of the effective date of this Agreement may be retained as employees by the District to perform/provide their currently assigned work/services for as long as the District determines that such employment is in its interests. Such individuals shall not be considered members of the certificated bargaining unit.
  - 28.1.2 Retirees may be employed to serve as substitute teachers on an “as needed” basis. Such individuals shall not be considered members of the certificated bargaining unit.
  - 28.1.3 Retirees may be employed on a temporary basis as independent contractors or as employees as determined by the district, in accordance with the applicable law, to perform work or provide services normally performed/provided by bargaining unit members when:
    - 28.1.3.1 No current bargaining unit member is qualified and desires to perform/provide the required work/services, and
    - 28.1.3.2 External advertising fails to produce a qualified applicant to perform/provide the work/service as a member of the unit.
    - 28.1.3.3 Any position occupied by a retiree under section 28.1.3 shall, if the position is to be maintained, be declared vacant and readvertised at the end of any school year for purposes of seeking qualified non-retiree applicants to fill the position.
  - 28.1.4 Retirees may be employed to perform work or provide services normally performed/provided by unit members when necessary to meet the objectives of the Class Size Reduction Program (Calif. Ed. Code Section 52120 et.seq.) Such persons will be employed in conformance with the provisions of Calif. Ed. Code Section 24216.5 and any other applicable statutes.
- 28.2 Retirees employed under the provisions of paragraphs 28.1.3 and 28.1.4, other than individuals working as independent contractors, shall be considered members of the bargaining unit and thus subject to the requirements, rights and privileges set forth in this Agreement to the extent permitted by applicable law.

- 28.3 All retirees working for the district shall work at the pleasure of the Board and not acquire any job tenure, transfer, or seniority rights.
- 28.4 Persons who have retired from the District and who are reemployed consistent with the provisions of 28.1.4, above (Class size reduction retirees), shall be paid according to their placement on the certificated salary schedule (i.e.: steps and units) at the time of their retirement. Retirees from other districts who are so employed shall be placed on the certificated salary schedule in the same manner as other new certificated employees to the District.
- 28.5 Retirees applying for positions resulting from implementation of the Class Size Reduction Program shall be considered only when no qualified applicant from within the current bargaining unit is available to fill the position.
- 28.6 It is the retiree's responsibility to be aware of, and accept responsibility for, the earnings limitations of the State Teacher's Retirement System.

## **ARTICLE XXIX**

### **Association Leave**

- 29.1 The Association shall have a total of two days leave per school year to utilize for local, state, or national conferences or for conducting other business pertinent to Association affairs. Representatives shall be excused from school duties upon seven (7) days advance notification to the Superintendent by the Association President.

## **Article XXX**

### **HEALTH LEAVE OF ABSENCE**

- 30.1 Any teacher who must be absent from his/her normal assignment with the District because of illness or accident for a period extending beyond the expiration of the twenty (20) week period described in the "Extended Illness Leave" provisions above, shall be entitled to request an unpaid health leave of absence from the District.
- 30.2 Any teacher who is requesting a health leave of absence may also request to continue with the full range of normal employee health and welfare benefits at District expense.

## Article XXXI

### PEER ASSISTANCE AND REVIEW and Induction

~~31.1 **Induction Services:** The purpose of this article shall be to assist the district in providing induction services to new teachers.~~

~~31.2 **Joint Peer Review Panel (JPRP):** The purpose of the peer review panel is to meet once per year to review the state finance mechanism for Peer Assistance and Review (PAR) and Credential Induction.~~

~~31.2.1 Makeup of panel.~~

~~31.2.1.1 The majority of the panel must be certificated teachers employed by the BLJUESD and chosen by their peers.~~

~~31.2.1.1.1 Candidates for the panel will be nominated by the BLTA.~~

~~31.2.1.1.2 Those candidates will be voted on, at large, by all of the BLTA membership within the District.~~

~~31.2.1.1.3 Candidates must have a minimum of five years teaching experience.~~

~~31.2.1.1.4 There will be a total of two teachers elected to the Peer Review Panel. At implementation of the PAR program teachers terms will be staggered with one being a two year term and one being a three year term. Thereafter terms will be two years in length.~~

~~31.2.1.1.5 The two teachers selected must come from different sites within the District.~~

~~31.2.1.2 The remainder of the panel must be school administrators chosen by the District Superintendent.~~

~~31.2.1.2.1 The Superintendent will select one administrator to serve on the peer review panel who will serve a two-year term.~~

~~31.2.1.2.2 The District will also select one alternate to the panel to serve in the event that a recommended participating teacher is from the same site as the administrative peer review panel member. The desire is that a referring Principal not be involved in the selection of the recommended consulting teacher to work with one of his/her own staff.~~

~~31.2.1.3 Panel members may be reelected/reappointed at the end of their two-year terms.~~

~~31.2.1.4 Elected panel members may be removed by the teachers that appointed them only by a recommendation by BLTA and a majority vote of the BLTA membership.~~

~~31.2.2 The Joint Peer Review Panel will meet as needed, but not less than one time per year.~~

~~31.2.3 The members of the JPRP will receive no additional compensation.~~

~~31.2.4 Duties of the Joint Peer Review Panel.~~

~~31.2.4.1 The JPRP will select a chairman by consensus.~~

~~31.2.4.2 The JPRP review the financial mechanisms for funding of induction services.~~

~~31.3 **Induction Services:** The district shall, on an as needed basis, appoint teachers to serve as Teacher Support Providers.~~

~~31.3.1 Teacher support provider candidates will have at least three years experience within the Bass Lake Joint Union Elementary School District.~~

~~31.3.2 Support providers shall be selected by the district, *and providers will serve if willing.*~~

~~31.3.3 Support providers shall be paid \$1000 per year for each participating teacher to whom they have been assigned. This remuneration is a stipend and shall be added to the extra duty stipend schedule.~~

~~31.3.4 Support providers shall not be assigned to more than two participating teachers.~~

~~31.3.5 Support providers will participate in state required trainings, provided by the Madera County BTSA cooperative, as necessary.~~

~~31.4 **Termination of Article:** It is the intent of the District and the BLTA that this Article remain in effect for as long as specific funds for the Program are made available by the State and is fully funded. If State funding for the Program is eliminated or reduced to the extent that the program becomes inoperable, this Article shall expire and have no force or effect without the need for further action by either party. The District shall notify the BLTA in writing if the Program has been eliminated.~~

~~31.5 **Reinstatement:** If the State reinstates the Peer Assistance and Review Program as initially constituted, both legally and financially, Article XXXI as presented below will be reinstated.~~

## Article XXXI

### PEER ASSISTANCE AND REVIEW

~~There shall be a Peer Assistance and Review (PAR) Program (hereafter referred to as "Program") for all unit members who have responsibility for a full classroom of students [unit members who appear to be excluded are nurses and speech pathologists]. The Program shall be designed to render assistance to those teachers who are having difficulties with their job responsibilities or who are in danger of receiving a negative evaluation.~~

~~The participating members of this Program shall be the Principal, the joint peer review panel, the consulting teacher(s), and the participating teacher(s).~~

~~31.1 **Principal:** ————— The Principal of any school shall refer any teacher who received two unsatisfactory performance evaluation marks on the certificated evaluation form with the exception that the combination of C4 and D3 do not constitute two marks for purposes of PAR. Once referred, an Involuntary Participant may not withdraw from the Program without approval of both the JPRP and the site administrator.~~

~~31.2 **Joint Peer Review Panel (JPRP):** — The purpose of the peer review panel is to select consulting teachers; review peer review reports; make recommendations to the governing board regarding participants in the Program, including forwarding to the governing board, under certain circumstances, the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement; and to annually evaluate the impact of the PAR Program in order to improve the Program.~~

~~————— 31.2.1 Makeup of panel.~~

~~31.2.1.1 ————— The majority of the panel must be certificated teachers employed by the BLJUESD and chosen by their peers.~~

~~31.2.1.1.1 ————— Candidates for the panel will be nominated by the BLTA.~~

~~31.2.1.1.2 ————— Those candidates will be voted on, at large, by all of the BLTA membership within the District.~~

~~31.2.1.1.3 ————— Candidates must have a minimum of five years teaching experience.~~

~~31.2.1.1.4 ————— There will be a total of two teachers elected to the Peer Review Panel. At implementation of the PAR program teachers terms will be staggered with one being a two year term and one being a three year term. Thereafter terms will be two years in length.~~

~~31.2.1.1.5 — The two teachers selected must come from different sites within the District.~~

~~31.2.1.2 — The remainder of the panel must be school administrators chosen by the District Superintendent.~~

~~31.2.1.2.1 — The Superintendent will select one administrator to serve on the peer review panel who will serve a two-year term.~~

~~31.2.1.2.2 — The District will also select one alternate to the panel to serve in the event that a recommended participating teacher is from the same site as the administrative peer review panel member. The desire is that a referring Principal not be involved in the selection of the recommended consulting teacher to work with one of his/her own staff.~~

~~31.2.1.3 — Panel members may be reelected/reappointed at the end of their two-year terms.~~

~~31.2.1.4 — Elected panel members may be removed by the teachers that appointed them only by a recommendation by BLTA and a majority vote of the BLTA membership.~~

~~31.2.2 The Joint Peer Review Panel will meet as needed, but not less than three times per year.~~

~~31.2.3 The members of the JPRP will receive a stipend of \$2000 per year, paid at the end of each school year, for their services on the panel. This stipend will be funded through the funds provided by the State of California for the Peer Review Program. The alternate District representative will receive no stipend unless his/her activation becomes necessary at which time the alternate will receive \$500.~~

~~31.2.4 Duties of the Joint Peer Review Panel.~~

~~31.2.4.1 — The JPRP will select a chairman by consensus.~~

~~31.2.4.2 — The JPRP will prepare and approve an application form and process to be used in selecting consulting teachers.~~

~~31.2.4.3 — The JPRP will select the consulting teachers.~~

- ~~31.2.4.4 — When a teacher is recommended to the JPRP for assistance, the JPRP will match the appropriate consulting teacher with the participating teacher.~~
- ~~31.2.4.5 — The JPRP will approve release time for consulting teachers for the purpose of assisting participating teachers as deemed necessary by the JPRP. Funding for that release time will come from PAR funds.~~
- ~~31.2.4.6 — The JPRP will assess when the consulting teacher has completed his/her assignment and forward the consulting teacher's name to the Superintendent for final payment.~~
- ~~31.2.4.7 — The JPRP will be responsible to develop and submit a budget to the District Superintendent for approval.~~
- ~~31.2.4.8 — The JPRP will prepare and present a report to the Superintendent and then to the governing board, each year regarding the effectiveness and usefulness of the PAR Program.~~
- ~~31.2.5 — Confidentiality: All materials related to evaluations, reports and other personnel matters which are created or reviewed by the JPRP pursuant to the Program shall be strictly confidential. Panel members may not disclose such information obtained by way of the Program or in the peer review process with the following exceptions:~~
- ~~31.2.5.1 — In the case of Involuntary Participants, the site administrator may receive and use peer review reports prepared by Consulting Teachers, recommendations made by the JPRP and/or overall assessments of participation in the Program as part of subsequent performance evaluations of an Involuntary Participant and in connection with employment decisions relating to the participant;~~
- ~~31.2.5.2 — In the case of all participants, materials shall be disclosed in response to a lawfully issued subpoena or court order.~~
- ~~31.2.6 — Indemnity: The District will defend and indemnify JPRP members against claims arising out of their good faith performance of duties under this Article. Panel members who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with~~

section 810) of Title 1 of the Government Code. Each JPRP member has the right to employ private counsel, at his/her own expense.

~~31.3.0 — **Consulting Teachers:** The role of a consulting teacher is to assist veteran teachers in need of development in subject matter knowledge or teaching strategies or both, and to prepare peer evaluation review reports for the use of the Joint Peer Review Panel. The number of Consulting Teachers shall be consistent with the funding received by the District from the State for the PAR Program and with the District's adopted budget.~~

~~31.3.1 — Qualifications of the consulting teacher.~~

~~31.3.1.1 — Each candidate for consulting teacher shall be a properly credentialed classroom teacher with permanent status.~~

~~31.3.1.2 — The candidate will have served at least 3 consecutive school years in the District in a position requiring a teaching certificate.~~

~~31.3.1.3 — The candidate shall have substantial recent experience in classroom instruction and demonstrated exemplary teaching ability.~~

~~31.3.1.4 — The candidate must receive a unanimous vote of the Joint Peer Review Panel.~~

~~31.3.1.5 — The candidate must have been observed by the panel as part of the selection process.~~

~~31.3.1.6 — The selected candidate remains in the bargaining unit.~~

~~31.3.1.7 — Indemnity: The District will defend and indemnify consulting teachers against claims arising out of their good faith performance of duties under this Article. Consulting teachers who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code. A consulting teacher has the right to employ private counsel, at his/her own expense.~~

~~31.3.1.8 — No consulting teacher may become an administrator until one year after their service in this position has been completed.~~

- ~~31.3.2 Selection, appointment, caseload, and compensation.~~
- ~~31.3.2.1 Consulting teachers shall apply to, and be selected by the Joint Peer Review Panel.~~
- ~~31.3.2.2 The term of appointment shall be for a period of one year and the consulting teacher may serve no more than two consecutive terms.~~
- ~~31.3.2.3 The consulting teacher shall be paid a sum of \$250 upon selection.~~
- ~~31.3.2.4 A minimum of three consulting teachers will be selected by the JPRP.~~
- ~~31.3.2.5 The consulting teacher group shall be comprised of a representative from each of the grade levels: K-2, 3-5, and 6-8.~~
- ~~31.3.2.6 If additional consulting teachers are needed, the JPRP shall consult with the Superintendent and, with approval, appoint additional consulting teachers by unanimous vote.~~
- ~~31.3.2.7 When the consulting teacher is activated by the Joint Peer Review Panel to work with a participating teacher, he/she will be paid an additional \$500 for each volunteer participant or \$1000 for each involuntary participant with whom he/she works. That sum shall be paid in one lump sum at the successful conclusion of the assignment as determined by the Joint Peer Review Panel.~~
- ~~31.3.2.8 Consulting teachers shall be assigned no more than two participating teachers at any given time.~~
- ~~31.3.2.9 The term for working with a participating teacher shall generally be for a period of 12 calendar months or less, as determined by the consulting teacher. Additional time may be allotted, as determined by the JPRP, if deemed needed. At no time will a participating teacher be allowed more than two years within the Program.~~
- ~~31.3.2.10 A consulting teacher who works with a teacher for a second time period shall be paid an additional stipend of \$750.~~
- ~~31.3.3 Remove/replacement, collaboration/cooperation with Principal.~~

- ~~31.3.3.1 — A consulting teacher may be removed from an assignment with a participating teacher by a unanimous vote of the JPRP.~~
- ~~31.3.3.2 — A consulting teacher may be removed from participation in the PAR Program by unanimous vote of the JPRP.~~
- ~~31.3.3.3 — The consulting teacher will collaborate and cooperate with the Principal for the purpose of improving performance of the participating teacher.~~

~~31.3.4 — Duties.~~

- ~~31.3.4.1 — The consulting teacher shall work with the Principal and participating teacher to improve subject matter competency and/or teaching skills.~~
- ~~31.3.4.2 — The consulting teacher shall, after meeting with the participating teacher, submit a plan to the JPRP regarding the need for release time and the projected time frame for improvement.~~
- ~~31.3.4.3 — After receiving approval from the JPRP, the consulting teacher will observe and meet with the participating teacher, as necessary, to affect improvement.~~
- ~~31.3.4.4 — The consulting teacher will report progress to the JPRP.~~
- ~~31.3.4.5 — When asked by the JPRP, the consulting teacher will write a report regarding improvement or lack of improvement. Such report shall be delivered to the JPRP.~~
- ~~31.3.4.6 — A consulting teacher may apply to the panel for specific training.~~

~~31.4.0 — **Participating Teachers:** Only certificated classroom teachers who provide classroom instruction to students on a daily basis may participate in the Program. These employees fall in two categories. The first category will be teachers who are referred to the Program after receiving an unsatisfactory evaluation as specified in Section 1.0 above.~~

~~The second category will be teachers who have entered the Program voluntarily prior to receiving a negative evaluation or for purposes of obtaining peer assistance to improve performance. A~~

~~Voluntary Participant may withdraw from the Program at any time. A Voluntary Participant will be accepted into the Program subject to available funding, and after all Involuntary Participants have been included. Teachers who request assistance under the Program and who are denied shall be given written reason for the denial by the JPRP.~~

~~31.4.1 Referred teachers.~~

~~31.4.1.1 The principal may suggest to any permanent teacher who received two or more “needs improvement” on their evaluation that he/she voluntarily apply to participate in the program.~~

~~31.4.1.2 Any teacher who receives two or more “unsatisfactory” marks on his/her evaluation shall be referred to the JPRP. See section 1.0.~~

~~31.4.1.3 The evaluation by the consulting teacher on a “referred teacher” shall be made available to the District for inclusion in the personnel file of the teacher receiving the assistance.~~

~~31.4.1.4 The decision of whether to place that evaluation in the personnel file shall be made by the referred teacher’s direct supervisor.~~

~~31.4.1.5 A referred teacher shall retain the right to rebut any evaluation made by a consulting teacher, and may have that rebuttal attached to the evaluation in the event the decision is made to place the evaluation in the personnel file.~~

~~31.4.2 Voluntary Teachers.~~

~~31.4.2.1 Probationary or permanent teachers may, with the approval of their Principals, volunteer to participate in the PAR Program.~~

~~31.4.2.2 A teacher who volunteers to participate in PAR shall receive the level of assistance thought to be necessary by the JPRP.~~

~~31.4.2.3 The assessment made by the consulting teacher with regard to a voluntary participant shall be made available to the JPRP only for purposes of evaluating progress.~~

~~31.4.2.4 The assessment made by the consulting teacher with regard to a voluntary participant shall, at no time, be~~

~~made available to the District for inclusion in the personnel file.~~

~~31.4.3 Benefits common to both referred and voluntary participants.~~

~~31.4.3.1 The participant will receive written performance goals from the consulting teacher.~~

~~31.4.3.2 Assistance and review shall include multiple observations.~~

~~31.4.3.3 The District shall, upon recommendation of the consulting teacher and unanimous approval of the JPRP, provide sufficient staff development activities to assist the teacher to improve.~~

~~31.4.3.4 The participants shall receive copies of any written reports to be given to the JPRP or the District at least five working days prior to those reports being forwarded.~~

~~31.4.3.5 Participating teachers, who have been involuntarily placed in the program, will be enrolled for a minimum of six months.~~

~~31.4.3.5.1 The District and the BLTA agree that nothing herein shall modify or be construed to modify or in any manner affect the rights of the certificated employees to be employed, evaluated and terminated pursuant to the requirements of the Education Code, including, but not limited to, the release of probationary employees pursuant to Education Code section 44929.21 and the termination of permanent employees pursuant to Education Code sections 44932 et seq.~~

~~31.4.3.6 Participating teachers will be afforded as much confidentiality as circumstances permit.~~

~~31.5.0 Procedures.~~

~~31.5.1 Upon adoption of this article, the BLTA and the District will announce the parameters of the PAR Program.~~

~~31.5.2 The BLTA will, within thirty calendar days, solicit candidates for the Joint Peer Review Panel, hold an election, and notify the District of their selections.~~

- ~~31.5.3 — The District will, within thirty calendar days, appoint a member to the JPRP.~~
- ~~31.5.4 — The JPRP will meet within fourteen days to establish timelines and procedures for initiating the PAR Program.~~
- ~~31.5.5 — All decisions made by the JPRP shall be by consensus.~~
- ~~31.5.6 — The JPRP will determine when the Program shall commence.~~
- ~~31.5.7 — The JPRP will create an application form for consulting teachers and proceed with the selection process.~~
- ~~31.5.8 — The JPRP will set up a system for evaluation of the consulting teachers.~~
- ~~31.5.9 — As necessary, the JPRP will pair consulting teachers with participating teachers.
  - ~~31.5.9.1 — The JPRP will endeavor to match teachers by grade level and by need.~~
  - ~~31.5.9.2 — The JPRP will monitor the progress of the paired teachers and meet with the consulting teacher as necessary.~~
  - ~~31.5.9.3 — The JPRP will determine when and if a consulting teacher should be removed from a case due to lack of success.~~~~
- ~~31.5.10 — The JPRP will monitor the budget for the PAR Program and determine the availability of funds.~~
- ~~31.5.11 — At no time shall the JPRP plan activities or expend funds that exceed the funds made available by the state for the District PAR Program.~~
- ~~31.5.12 — Substitute teachers or release time for any participant in this Program will be paid for from allotted PAR Program funds.~~
- ~~31.6.0 — Unused Funding: In the event that funds remain at the end of each funding cycle, the JPRP will make recommendations to the superintendent regarding expenditure of those funds to provide additional inservice opportunities for District personnel in areas meeting the goals of the District with regard to content standards in reading, mathematics, social studies, science, language and spelling. With approval, the JPRP will plan and implement those activities.~~

~~31.7.0 — It is the intent of the District and the BLTA that this Article remain in effect for as long as specific funds for the Program are made available by the State and is fully funded. If State funding for the Program is eliminated, this Article shall expire and have no force or effect without the need for further action by either party. The District shall notify the BLTA in writing if the Program has been eliminated.~~

~~31.8.0 — The District and the BLTA agree that this Article shall be reopened if either the Education Code or the State's implementation guidelines or regulations pertaining to this Program are modified in any manner that would adversely impact a term of this Article.~~

## **Article XXXII**

### **Agency Shop**

#### **32.1 Agency Fee**

32.1.1 The District agrees to deduct agency fees, as required by SB 1960, from the pay of unit members who do not become members of the Association.

32.1.2 With respect to all sums deducted by District for membership dues or agency fees, the District agrees to remit such moneys promptly to the Association 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.

32.1.3 The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this Article.

#### **32.2 Religious Objectors**

32.2.1 Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code: Harry Baker Boys and Girls Club, Educational Enhancement Foundation, United Way, Red Cross, American Cancer Society, American Heart Association, or Manna House

32.2.2 To receive a religious exemption, the unit member must submit a detailed written statement to the association establishing the basis for the religious exemption. Forms for this purpose may be obtained from the Association. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

32.2.3 Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money, such as the donation

of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

32.2.4 Any member making payments as set forth in sections above and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

## **Article XXXIII Incentive Pay**

- 33.1 The student target attendance rate for the school district shall be 96%.
- 33.2 If a school meets its target of a 96% attendance rate, all district certificated staff, at that site, will receive a yearly one-time bonus of \$600 subject to the limitations set forth in this article.
- 33.3 Schools will be evaluated on an individual basis, however, if any school in the district drops below the 94% attendance rate no bonuses shall be paid.
- 33.4 Part time certificated staff or staff assigned to a number of schools shall be paid on a prorated share based upon the percentage of time at a particular school.
- 33.5 All bonuses will be subject to all of the normal withholding as mandated by law.
- 33.6 This program shall commence in the 2004-05 school year
- 33.7 This experimental bonus program shall terminate prior to the beginning of the 2007-08 school year unless continuation is agreed to by both parties. In the event of termination this article will be eliminated from the contract.

**SIGNATURES**

For the Board:

For the Association:

Board President

Association President

Date: \_\_\_\_\_

**APPENDIX A**

**BASS LAKE JOINT UNION ELEMENTARY SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE 2005-2006**

	<b>BA + 0</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>BA + 45</b>	<b>BA + 60</b>	<b>BA + 75</b>	<b>BA + 90</b>
<b>STEP</b>							
<b>1</b>	<b>35,190</b>	<b>37,493</b>	<b>38,036</b>	<b>38,580</b>	<b>39,123</b>	<b>39,666</b>	<b>40,210</b>
<b>2</b>	<b>35,733</b>	<b>38,036</b>	<b>38,580</b>	<b>39,123</b>	<b>39,666</b>	<b>40,210</b>	<b>40,753</b>
<b>3</b>	<b>36,277</b>	<b>38,580</b>	<b>39,123</b>	<b>39,666</b>	<b>40,210</b>	<b>40,753</b>	<b>41,297</b>
<b>4</b>		<b>39,123</b>	<b>39,666</b>	<b>40,210</b>	<b>40,753</b>	<b>41,297</b>	<b>41,840</b>
<b>5</b>		<b>39,666</b>	<b>40,210</b>	<b>40,753</b>	<b>41,297</b>	<b>41,840</b>	<b>42,383</b>
<b>6</b>		<b>40,210</b>	<b>40,753</b>	<b>41,297</b>	<b>41,840</b>	<b>42,383</b>	<b>42,927</b>
<b>7</b>			<b>41,297</b>	<b>41,840</b>	<b>42,383</b>	<b>42,927</b>	<b>43,470</b>
<b>8</b>			<b>41,840</b>	<b>42,383</b>	<b>42,927</b>	<b>43,470</b>	<b>44,013</b>
<b>9</b>			<b>42,629</b>	<b>44,052</b>	<b>45,475</b>	<b>46,898</b>	<b>48,321</b>
<b>10</b>				<b>45,536</b>	<b>46,959</b>	<b>48,382</b>	<b>49,805</b>
<b>11</b>				<b>47,020</b>	<b>48,443</b>	<b>49,866</b>	<b>51,289</b>
<b>12</b>				<b>48,504</b>	<b>49,927</b>	<b>51,350</b>	<b>52,774</b>
<b>13</b>					<b>51,412</b>	<b>52,835</b>	<b>54,258</b>
<b>14</b>					<b>52,896</b>	<b>54,319</b>	<b>55,742</b>
<b>15</b>					<b>54,380</b>	<b>55,803</b>	<b>57,226</b>
<b>16</b>							
<b>17</b>	<b>37,229</b>	<b>41,162</b>	<b>43,581</b>	<b>49,456</b>	<b>55,332</b>	<b>56,755</b>	<b>58,178</b>
<b>18</b>							
<b>19</b>	<b>38,179</b>	<b>42,112</b>	<b>44,531</b>	<b>50,407</b>	<b>56,282</b>	<b>57,705</b>	<b>59,129</b>
<b>20</b>							

21	39,129	43,062	45,481	51,357	57,232	58,656	60,079
22							
23	40,079	44,012	46,431	52,307	58,183	59,606	61,029
24							
25	41,029	44,962	47,381	53,257	59,133	60,556	61,979

**THE BASE SALARY WITHOUT A CREDENTIAL WILL BE \$27,653  
STEPS 16 THROUGH 25 ARE LONGEVITY ONLY.**

**MASTERS            \$1,169 EACH FOR UP TO TWO (2) MASTERS DEGREES**

**DOCTORATE        \$1,752**

**MAXIMUM SALARY INCREASE OF ONE (1) STEP AND ONE (1) COLUMN PER YEAR**

**CREDIT ALLOWED FOR A MAXIMUM OF 90 UNITS BEYOND BA/BS**

Approved November 9, 2005

## APPENDIX A-1

### Mountain Home School Charter

#### RATIO OF SALARY

1-5	STUDENTS = .2
6-10	STUDENTS = .4
11-15	STUDENTS = .6
16-20	STUDENTS = .8
21-25	STUDENTS = FULL TIME

SALARY IS DEPENDENT ON STUDENT LOADS. TO DETERMINE YEARLY SALARY TAKE PLACEMENT AMOUNT ON SCHEDULE, ADD UNIT AMOUNTS AND MULTIPLY BY RATIO.

**APPENDIX B**

**BASS LAKE JOINT UNION ELEMENTARY SCHOOL DISTRICT  
2002-2005 CERTIFICATED EXTRA DUTY STIPEND SCHEDULE**

		Successive years of Service		
		1	2-3	4+
<b>Academic Competitions</b>				
	Academic Pentathlon	200	250	300
	Odyssey of the Mind	200	250	300
<b>Athletics</b>				
	Volleyball			
	boys*	200	250	300
	girls*	200	250	300
	Basketball			
	boys*	200	250	300
	girls*	200	250	300
	Soccer			
	boys*	200	250	300
	girls*	200	250	300
	Wrestling *	200	250	300
	Track*	200	250	300
	Softball			
	boys*	200	250	300
	girls*	200	250	300
<b>Other</b>				
	Cheer Advisor*	200	250	300
	Drama (per performance-max. 2)	200	250	300

Yearbook Advisor	400	450	500
Wow Week Coordinator	200	250	300
Ski School Coordinator	200	250	300

Athletic stipends will be paid for schools who participate in an inter-school athletic program.

Mountain Home School students may participate in school sports at their resident school site.

All assignments are made on a yearly basis and are at the discretion of the principal. There shall be a maximum of one stipend paid per school for each activity listed above.

Actual sports (i.e. volleyball, basketball, etc. may be changed to reflect league changes, and will only be adjusted with the knowledge and approval of the Association.

Bargaining unit members participate in state funded certificated staff development days, which are in addition to teacher work days, shall be compensated at their daily rate for a full day of attendance, subject to continued state funding. For purposes of compensation, a full day of attendance shall be no less than 6 hours or more than 8 hours, including a half hour for lunch. In order to receive credit for a full day of attendance, each certificated employee must sign an attendance sheet at the beginning and end of each staff development day.

## Appendix C for 2005-2006 (Effective October 1, 2005)

Prudent Buyer Classic		Plan #1 Premium		Plan #2 Premium Plan D		Plan #3 Premium Plan C
Hospital, Lab, Surgery, X-Ray	100%	\$693.00	100%	\$622.00	80%	\$563.00
<b>Individual/Family Deductible(s) *</b>	\$0		\$300/600		\$200/500	
Co-Insurance Maximum	\$0		\$0		\$500/1500	
Doctor Visits	\$0		\$10		\$10	
Behavioral Health Plan 2000		16.00		16.00		16.00
Paid Prescription \$7/9 Co-Pay		219.00		219.00		219.00
Delta Dental Incentive \$1,500		92.00		92.00		92.00
Orthodontic \$2,000		17.60		17.60		17.60
Vision Service Plan C \$10 Co-Pay		23.70		23.70		23.70
<b>Total</b>		<b>\$1,061.30</b>		<b>\$990.30</b>		<b>\$931.30</b>
<b>Annual Total</b>		<b>\$12,735.60</b>		<b>\$11,883.60</b>		<b>\$11,175.60</b>
<b>District Contribution @ 100%</b>		<b>\$10,000.00</b>		<b>\$10,000.00</b>		<b>\$10,000.00</b>
<b>Monthly Deduction per Employee</b>		<b>\$273.56</b>		<b>\$188.36</b>		<b>\$117.56</b>

\*Calendar Year Deductible does not apply to a physician who is a participating provider.

(For full plan explanations please refer to SISC plan descriptions)