

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HUGHES-ELIZABETH LAKES UNION SCHOOL DISTRICT

AND

LAKES TEACHERS ASSOCIATION/CTA/NEA

JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE I  
AGREEMENT

- A. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the HUGHES-ELIZABETH LAKES UNION SCHOOL DISTRICT ("District") and the LAKES TEACHERS ASSOCIATION/CTA/NEA, an affiliate of California Teachers Association/National Education Association, ("Association").
- B. This Agreement is entered into pursuant to Chapter 10.7, §§3540 through 3549 of the Government Code ("Act").

ARTICLE II  
RECOGNITION

- A. Pursuant to Government Code §3544.1, the District recognizes the Association as the exclusive representative of all certificated employees of the District, excluding all day-to-day substitutes, all management, all confidential, and all supervisory and all classified employees, as defined in the Act.

ARTICLE III  
ASSOCIATION RIGHTS

- A. The District and the Association recognize the right of the employees to form, join and participate in lawful activities of the employee organization and the equal alternative rights of employees to refuse to form join and participate in employee organization activities. Therefore, each party agrees that neither will impose or threaten to impose reprisals, to discriminate or threaten to discriminate, or otherwise interfere with, restrain or coerce the employees of the District from exercising this right.

Right of Access

- B. The District and the Association agree that the Association shall have the right of access to District employees at reasonable times. Reasonable times shall mean rest, meal periods and periods during which an employee is present at the school site but not expected to perform services for the District. The Association agrees that any outside representative of the Association prior to entering the school site shall notify the school site office and provide appropriate credentials for identity purposes. The Association further agrees that the Association representative in exercising the right of access to employees shall not disturb, disrupt or otherwise interfere with the work of any employee of the District.

### Use of District Facilities

- C. The parties agree that Association representatives shall have the right to use District facilities to conduct meetings with District employees. The Association representatives shall request the use of District facilities sufficiently in advance so as not to disrupt the efficient operation of the District. In all cases, it is agreed that a request for use of District facilities shall be made in accordance with the provisions of the Civic Center Act, unless the meeting involves just the on-site faculty during reasonable times on a teacher workday.

### Use of Bulletin Boards and Mailboxes

- D. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas requested by members. The Association may use teacher mailboxes for communications to members. All materials posted or distributed by these means shall be dated and signed.

### Availability of Documents

- E. The District agrees to provide the Association with a single printed copy, or electronically, if available, of documents and materials that are necessary and relevant to the meeting and negotiation process. The District specifically agrees to provide the Association with copies of drafts of the proposed and adopted District budget and a final draft of the "(J-90)" document upon written request of the Association. The District agrees to provide multiple copies of requested materials as described herein within a reasonable time if the Association agrees to defray cost of the preparation of multiple copies.

### Electronic Posting and Printed Copy Distribution

- F. The District shall post an updated electronic version of the complete Agreement on the District website no later than 30 calendar days following the ratification of the agreement by both parties. This provision shall also apply to any successor agreement, or any changes derived from a re-opener agreement.

The District shall provide one printed copy of the complete Agreement to each unit member, and five printed copies to the Association, no later than 60 calendar days following ratification of the Agreement by both parties. Each unit member shall sign-off indicating receipt of the Agreement. A copy of the sign-off sheet will be provided to the Association. The District shall also provide each member with a printed copy of any negotiated amendments

reached thereafter in accordance with the timelines and procedures provided herein.

### Association Leave

- G. The Association shall be provided with 10 days of release time for use by Association representative(s). The Association shall pay the cost of the substitute for any days used.

### New Employee Orientation

- H. "New employee orientation" – the onboarding process 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 other employment-related matters.
- I. The District shall provide LTA access to its new employee orientation(s). LTA will receive no less than ten (10) days' notice in advance of an orientation. A shorter notice may be given in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
1. For new employees hired during the summer, the District will provide LTA sixty (60) minutes of uninterrupted time to meet with new employees during the scheduled non-student workdays prior to the start of the school year for LTA to communicate with new bargaining unit members. The date and time will be mutually agreed to by the District and LTA each school year. Administration will excuse themselves during LTA time.
  2. If the orientation is scheduled with new bargaining unit members hired after the start of the school year, LTA will be provided advance notice of the meeting time, date, and location. The District will provide thirty (30) minutes paid release time, free from regular duties, for the LTA representative to meet with the new bargaining unit member at the conclusion of the orientation meeting.
  3. LTA will have access to District audio visual equipment for LTA presentations.

### Employee Information

- J. "Newly hired employee" or "new hire" means an employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation.
- K. Within thirty (30) days of hire or by the first pay period of the month following hire, the District will provide LTA with contact information on the new hires. This contact information will include the new hire's full name; date of hire; job title; department; work location; work, home, and personal cell phone numbers; personal email address; and home address, which is on file with the district. This information will be provided to LTA regardless of whether the newly hired employee was previously employed by the District.
- L. Periodic Update of Contact Information: The District will provide LTA with a list of all LTA/CTA/NEA bargaining unit members' names and contact

information, as specified in Section K above, on the last working day of September, January, and May. This information will be provided in a format agreeable to LTA.

ARTICLE IV  
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Upon notification from the Association to the District of a unit member's decision to become a member of the LTA/CTA/NEA, the District will commence payroll deduction of the member's membership dues. The District shall deduct 1/10 of such dues from the regular salary check of the unit member each month for 10 months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Newly hired unit members will pay the normal monthly dues or fees from the date of employment for the remainder of the school year.
- B. With respect to membership dues deducted by the District, pursuant to Paragraphs A above, the District agrees to promptly remit such monies to the Association.
- C. The Association agrees to furnish the District with a list of members who have provided the Association with written authorization for payroll deduction, so the District is able to fulfill the provisions of this Article. In accordance with Ed Code 45060 the Association will provide a copy of the unit member's written authorization if there is a dispute about the existence or terms of the written authorization.
- D. The District will not discontinue to deduction of membership dues of a unit member without written authorization from the Association President or designee. Any unit member contacting the District about withdrawing membership shall be referred to the Association President for procedures of such action.
- E. Unit members paying their Association Dues by cash directly to the Association shall have their cash dues or fees paid by October 1 of each subsequent year after initial enrollment.
- F. For voluntary contributions, other than union membership, such as a 403b, 457, etc., upon appropriate written authorization from the unit member, the District shall deduct from the salary of the unit member, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other deduction approved by the Board.

ARTICLE V  
RETAINED RIGHTS

- A. All matters not included as within the scope of negotiations in Government Code § 3543.2 or not limited by the provisions of other articles of this Agreement or not limited by the statutory rights of unit members are reserved to the District. It is agreed that such reserved rights include, but are not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently any of the following:
1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
  2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the salary and benefit obligations of this Agreement;
  3. The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel work, service and activity functions assigned to such properties;
  4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service; the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational, support construction, maintenance and repair services which does not result in the layoff or termination of any unit members.
  5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes in any capacity, individuals who are hired specifically to perform extra duty assignments or who are hired on an hourly basis and are not otherwise regularly employed by the District, any employee whose primary employment is not with the District, casual, provisional personnel, consultants, instructional aides and supervisory or



managerial personnel, to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel.

6. The educational policies and regulations, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade-level advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, unit members, other personnel and the public with respect to such matters, subject only to such consultation rights of the Association as are provided under Government Code §3543.2.
  7. The selection, classification, direction, promotion, demotion discipline and termination of all personnel of the District, affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities, the assignment of employees to any location (subject only to the express terms of this Agreement regarding reassignment), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening.
  8. The job classification and the content and qualifications thereof, and the duties of all unit members.
  9. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards.
  10. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.
  11. The rules, regulations and policies for all employees, students and the public, subject only to the limitations contained in the Agreement.
  12. The retirement of employees.
  13. The termination or layoff of employees as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by the language of this Agreement.
- B. It is not the intention of the parties, in setting forth the above mentioned rights of the management, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this

Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitations upon the District's rights.

- C. All other rights of management not expressly limited by the language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such rights shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- D. The District retains its right to amend, modify, or rescind policy and practices referred to in this Agreement in case of emergency, limited, however, to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board. An emergency shall mean an act of God, or a natural disaster or other calamity or riot, or threat of such affecting the School District.
- E. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance/arbitration procedure set forth in Article VI unless the grievance in question is an allegation that the District has violated a provision of some other article of this Agreement, which article itself is subject to the grievance/arbitration procedure. If there is a direct conflict between the rights set forth in this article and the provisions of another article of this Agreement, the language of the latter shall prevail.

## ARTICLE VI GRIEVANCE/ARBITRATION

### Definitions

- A. A "grievance" is a claim by a grievant that there has been a violation, misapplication or misinterpretation of an express provision(s) of this Agreement.
- B. A "grievant" is a member(s) of the bargaining unit who files a grievance or the Association.
- C. A "day" for processing grievances is a day when the District Office is open for business, excluding Saturdays, Sundays, summer sessions and holidays,

unless the unit member agrees to process a grievance during the summer or holidays.

- D. A "Representative" is an associate employee, employee organization representative or legal counsel who participates in the grievance procedure.
- E. "Association" shall mean the local employee organization recognized by the Board of Trustees as the exclusive representative for the unit of employees covered by this Agreement.
- F. "Immediate Supervisor" is the first level administrator having immediate jurisdiction over the grievant.
- G. A "District Grievance Form" shall mean a District provided form which shall be completed in writing.

#### General Provisions

- H. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- I. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with the immediate supervisor of the administration and to have the grievance adjusted without intervention by the Association provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment to state its views. Further, nothing contained in this Grievance Procedure shall be construed as limiting the right of a unit member at any time to present a written formal grievance to the District and have such grievance adjusted without the intervention of the Association, as long as the adjustment is consistent with the terms of the Agreement. The District shall not agree to a resolution of any grievance until the Association has been served by the District with a copy of the grievance and the proposed resolution and has also been given the opportunity to file a response. A grievant may elect to be represented at all stages of this Grievance Procedure by a designated representative selected by the Association.
- J. The grievant shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. Such witnesses shall be in addition to the grievant's representative.
- K. 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. The time limits may, however, be extended by mutual agreement.

- L. Decisions rendered at all levels of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
- M. A reasonable number of representatives appointed by the Association shall be entitled to a reasonable amount of released time without loss of compensation.
- N. Neither party shall take reprisals against any member of the unit association representative, management person, or any other participant in the grievance.
- O. All grievance records shall be maintained in the Personnel Office in a file separate and apart from other personnel records. The maintenance and disposition of those grievance files shall be governed by the provisions of Title V, California Administrative Code §§ 16022 through 16027.
- P. Forms for filing grievances, serving notices, making appeals, making reports and recommendations and other necessary documents will be attached as Appendix C. The costs of preparing such forms will be borne by the District.

#### Informal Meeting

- Q. Prior to filing a Level I Grievance, any unit member(s) shall meet with his/her supervisor in an effort to resolve the matter informally. If a grievance arises at a level above the unit member(s) immediate supervisor, the grievant may begin the grievance by filing at Level II.
  - 1. The unit member(s) may have a representative present with him/her at this informal meeting. Request for such meeting shall occur within 30 days after the occurrence of the act or omission giving rise to the alleged grievance or 30 days after the grievant knew or reasonably should have known about the act or omission whichever is later.
  - 2. The immediate supervisor shall put a proposed resolution to the grievance in writing within five days after the informal meeting.

#### Formal Procedure

- R. Level I: If the grievant is not satisfied with the disposition of the grievance at the informal meeting, the grievant may file the grievance in writing on the District provided form, simultaneously with the President of the Association and the unit member's immediate supervisor within five days after the written decision following the informal meeting.

1. Within five days after receipt of the formal written grievance by the immediate supervisor, the immediate supervisor will meet with the grieved person and representative of the Association in an effort to resolve the grievance.
  2. The immediate supervisor shall give the proposed resolution to the unit member in writing within five days after the Level I grievance meeting.
- S. Level II: If the unit member is not satisfied with the disposition of the grievance at the Level I meeting, the grievant may file the grievance in writing on the District provided form, simultaneously with the President of the Association and the Superintendent within ten days after the Level I meeting or within five days of receipt of the Level I written decision.
1. Within five days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person and representative of the Association in an effort to resolve the grievance.
  2. The Superintendent or designee shall put the proposed resolution to the grievance in writing within five days after the grievance meeting.
- T. Level III: If the grievant is not satisfied with the disposition of his/her grievance at Level II, the grievant may within five days after a decision by the Superintendent, request in writing that the Association submit a grievance to arbitration. The Association, by written notice to the Superintendent within 15 days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.
1. If any question arises as to arbitrability of the grievance, such question will be ruled upon by the arbitrator prior to hearing the merits of the grievance.
  2. If a mutual agreement is not reached within the said then days, the arbitrator will be selected from a list of seven (7) arbitrators that are provided to the parties from the State of California, State Mediation and Conciliation Service (SMCS). The parties shall request a new list of arbitrators for each arbitration. All requests for an arbitrator list shall be in accordance with the SMCS request procedures.

The Association and the District shall select the arbitrator from the list by eliminating names until one name remains. The first option to strike from the list shall alternate. All grievances shall be numbered consecutively with the Association striking first on all odd numbered grievances and the District striking first on all even numbered grievances. The one remaining name shall be the arbitrator.

3. The arbitrator shall be bound by the rules of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth his/her finding of fact, reasoning and conclusions of the issues submitted and the award. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties to this Agreement.
4. All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.

## ARTICLE VII WORK YEAR

- A. The regular work year, for each unit member, shall be one hundred eighty-two (182) days. The District may, by mutual agreement with the Association, add additional professional growth workdays, contingent upon professional growth funding. One hundred eighty (180) days shall be days of student instruction for all school years in accordance with state law.

There will be three (3) minimum days in the fall and two (2) in the spring for afternoon parent conferences, which shall begin no earlier than 1:15 pm and end no later than 4:00 pm.

1. The calendar shall be attached to this agreement as Appendix A.
  2. Unit members will not be required to report to school when it is closed due to inclement weather.
- B. When unit members are required to work additional days because of the nature of their particular assignment, they shall be compensated on a pro-rata basis. Such basis is to be determined by dividing the annual salary of these unit members by the required number of workdays. Service rendered for less than a full day shall be compensated at the hourly rate in Appendix B.
  - C. End of Year Check Out: One day after the student instructional days, shall be voluntary teacher workday and teachers can leave as soon as they check out. The teacher's workday and check out will begin at 8:00 A.M. Teachers shall be paid the contractual hourly rate of \$35.19. In no case, shall the teacher be paid less than two (2) hours or more than six (6) hours. If teachers check out on the last day of school, they will be paid an additional

\$65 and not be eligible to earn the \$35.19 per hour on the day after school ends.

## ARTICLE VIII DUTIES, HOURS OF EMPLOYMENT

- A. Unit members shall be at school 30 minutes prior to the beginning of the student's instructional day for self-directed preparation and planning time. This thirty (30) minute period shall be uninterrupted except for mutually agreed upon situations such as IEP's, SST's, or field trips.
- B. The District recognizes that teachers perform many instructional duties outside of their time spent on campus. Such duties include but are not limited to, planning, selecting and preparing materials for instruction; evaluating work of pupils; conferring with parents, keeping records, and studying literature to keep abreast of developments within the subject matter taught by the teacher.
- C. The District also recognizes that teachers participate in adjunct duties which include supervising pupils; supervising and providing leadership in pupil organizations and activities; cooperating in parent-community open house activities; supervising teacher aides, attending faculty, department and grade level meetings; serving on committees, providing advice and service to the District and participating in approved staff development programs. Therefore, the District shall make every effort to see that the adjunct duty responsibilities of teachers are equitably shared by all of the teachers, and these responsibilities are scheduled as far in advance as possible so that teachers may plan their instructional preparation activities to accommodate for them.
- D. In making adjunct duties assignments, the District shall seek volunteers prior to making assignments. District approved volunteer time shall count along with assigned time in balancing the equitable share of the adjunct duty responsibilities among teachers.
- E. The District shall have the discretion to establish the lunch period; however, the members of the bargaining unit shall have an uninterrupted lunch period which shall be the same length as the student lunch period, or at least a 30 minute duty-free lunch period.
- F. Unit members shall have a 15-minute recess break, duty-free.
- G. On minimum days that are scheduled for parent conferences, the last conference shall be scheduled to end no later than 4:00 p.m. A teacher whose conferences are not completed within the scheduled time blocks shall be responsible for holding each conference and reporting to the Principal in writing.

ARTICLE IX  
PERSONNEL FILES

- A. A unit member shall be provided a copy of any negative or derogatory materials before it is placed in the personnel files. He/she shall be given an opportunity to initial and date the materials and to prepare a written response to such material. The written response shall be attached to the materials. If a unit member has not filed a response within ten days of notification, the District shall file the negative/derogatory statement. Any response filed after the ten-day period shall be attached to the negative/derogatory statement.
- B. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in such unit member's personnel file in the presence of the Superintendent/Principal or designee. Unit members may inspect materials in their personnel file upon request, provided that the request is made when such person is not actually required to render service to the District.
- C. The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such materials were drafted and placed in the file.
- D. Access to a unit member's personnel file shall be limited to the Board, Management, and Confidential personnel, and screening committee for promotion position, but only on a need-to-know basis. The contents of all personnel files shall be kept in the strictest confidence.
- E. Statements or charges contained in the personnel file that are proven to be false or without substantiation shall be removed.

ARTICLE X  
LEAVE PROVISIONS

General Provisions

- A. A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time for an approved purpose.
- B. At the expiration of a leave of absence in accordance with the Education Code, the unit member shall unless he/she otherwise agrees, be reinstated in the position held at the time of the granting of the leave of absence, providing the position would have otherwise remained. The unit member shall be notified prior to the commencement of the leave if the District at that time is



contemplating a change in the unit member's position and/or assignment. There is, however, no assurance that when a leave of absence necessitates a long-term replacement (a semester or longer), that the return assignment will be in the same position where such unit member was assigned when the leave was authorized.

- C. A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.
- D. Any unit member on a paid leave of absence will receive the health, vision, life, and dental insurance coverage provided by the District. Any unit member on an unpaid leave of absence shall be eligible to participate in any health, life or dental insurance program available generally to bargaining unit members. Participation shall be at the unit member's expense and is conditioned upon a willingness of the carrier to extend such coverage.
- E. Part-time regular unit members shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
- F. A unit member who is absent from work other than for those days as authorized by state law or authorized leave provisions of this Article is taking an unauthorized absence in violation of this Agreement. The District will deduct a salary amount equal to the ratio of days of unauthorized absences to the days of required annual service, and such member shall be subject to disciplinary action.
- G. Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of authorized leave of absence, shall be subject to dismissal proceedings according to the provision of the Education Code.
- H. Members of the unit on unpaid leave of absence for reasons other than industrial accident or illness for 26% or more of the required days of attendance shall be ineligible for step (increment) advancement on the salary schedule.
- I. The extension of paid and unpaid leaves shall be at the discretion of the District. Members of the unit who are denied extension of a paid or unpaid leave shall return to work at the expiration of the previously approved leave or shall resign from employment with the District.
- J. Return to service from an unpaid leave of absence shall coincide with the beginning of a semester unless the District approves an earlier or later date, and a leave may be extended in order to make it so coincide. Unit members on leave for a semester or longer must notify the District office at least 45-

calendar days preceding expiration of the leave of their intent to return to work in the ensuing semester, or if the leave is for more than a semester, the unit member on such leave shall notify the District office by March 15 of the school year as to the intent to return to employment in the District. Extension of this deadline, up to May 30, shall be granted at the teacher's request to the Board, prior to March 1, unless such request would interfere with the Board's need to notify current employees of their possible termination in order to allow the teacher on leave to return. Failure to do so will be considered an abandonment of position.

- K. Members of the unit must notify the Principal or designee of absence as soon as the necessity to be absent becomes known to the unit member but in instances of full-day absences no later than 6:00 a.m. of the day of absence.
- L. A unit member who is unable to return from absence shall notify the Principal or designee no later than 2:30 p.m. on the school day of the absence.

#### Sick Leave

- M. Unit members regularly employed full time five days a week shall be entitled to leave of absence with full pay for illness, injury, doctor and dental appointments in accordance with the following schedule:
  - 1. Each unit member is entitled to one day of paid sick leave for each month of employment, with full pay for personal illness or injury that is other than job incurred.
  - 2. The sick leave entitlement for the school year shall be credited to the unit member at the beginning of the school year. If the unit member does not use all sick leave days to which entitled in any school year, any unused days shall be accumulated from year to year.
  - 3. To be eligible to apply for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during that day.
  - 4. The District shall provide each unit member with a written statement of accrued sick leave total and of his/her leave entitlement for the school year. Such statements shall be provided every pay period beginning August 2017.
  - 5. Upon exhaustion of all accumulated full pay sick leave credit, a unit member who continues to be absent under the provisions of this Article, shall receive 50% of his or her salary as provided by Education Code § 44983 for a period of five school months.

6. When a unit member is eligible for industrial accident or illness leave, sick leave shall commence on the date of termination of the industrial accident or illness leave.
7. When a unit member is absent from assigned duties on account of illness for a period of more than five school months, or when a unit member is absent from duty for a cause other than illness, no further salary will be paid by the District, and all health, life and dental insurance coverage paid by the District will cease at the end of the month for which payment has been made. If the unit member has exhausted all accumulated sick leave, including the five school month benefit provided by Education Code § 44983, he or she shall be placed on a re-employment list, and returned to work as provided by Education Code § 44978.1.
8. For any absence of over five consecutive workdays in duration, the District may require, and the unit member shall submit to the District, a verification of illness from a licensed physician, licensed practitioner or other verification acceptable to the District.
9. Unit members returning to work from illness absence involving surgery, serious illness or extended absences, shall be required to present a doctor's release verifying medical clearance to return to work, including any restrictions or accommodations, prior to returning to work.
10. A bonus of \$500 will be paid at the end of the fiscal year to any unit member who does not use any sick leave or personal necessity days during the days under the terms of this Agreement. A bonus of \$400 will be paid at the end of the fiscal year to any unit member who uses only one day of sick leave or personal necessity leave during the days under the terms of this Agreement.
11. Pursuant to Labor Code § 233, a unit member may use up to six days of the sick leave provided by the section per calendar year to attend to the illness of a child, parent, or spouse as defined by the statute.
12. Pursuant to Education Code § 44043.5, an employee who suffers a catastrophic illness or injury and who meets the requirements of the statute may request the donation of leave credits from other employees.

#### Maternity/Pregnancy Disability Leave

- N. Female unit members are entitled to use all accumulated sick leave for absences due to pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other

illness or medical disability. The length of pregnancy leave, the date of commencement thereof, and the date of resumption of duties shall be determined by the unit member and her physician. Once all accumulated sick leave is exhausted, extended\_sick leave applies (see M. 5, page 15).

#### Personal Necessity Leave

- O. Unit members in the following cases shall be entitled to use seven days of accumulated sick leave allotment during each school year for personal necessity. When taking such leave, the unit member shall notify the Principal/Designee not later than 6:00 a.m. of the workday in which the absence is requested unless the emergency makes such advance notification impossible.
1. Death of member of his/her immediate family. Immediate family of unit member is defined as mother, father, grandfather, grandmother, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, foster child, brother or sister of the unit member, or any relative living in the immediate household of the unit member, aunt, uncle or other adult who has had primary responsibility for raising or caring for the unit member. At the discretion of the District, the immediate family definition may be waived.
  2. Accident, or imminent danger, involving his/her person or property, or the person or property of his/her immediate family as defined above, of such an emergency nature that the immediate presence of unit member is required during his/her workday.
  3. Illness of members of the unit member's immediate family, as defined above, when such illness makes it impossible or inadvisable for the unit member to carry out his/her duties.
  4. Appearance in court as a litigant. Absence under this provision must be requested and approved by the site administrator or his designee in advance of the absence. Upon request of the unit member, the site administrator shall provide in writing the reason(s) for withholding such approval. The site administrator or designee may make exceptions to the notification and approval requirement in cases of emergency. When requested, the unit member shall furnish evidence of the court appearance or official government order to the site administrator who shall in turn attach it to the time sheet.
  5. Leave to be with member of immediate family prior to overseas assignment as a member of the armed services of the United States.

6. Authorized use of Personal Necessity Leave includes matters of compelling personal importance such as activities or observances, wherein the unit member conscientiously believes that his/her participation is necessary and requires his/her absence from duty. Absence under this provision must be requested and approved by the Superintendent or his designee in advance of the absence. Upon request of the unit member, the Superintendent shall provide in writing the reason(s) for withholding such approval. The Superintendent or designee may make exceptions to the notification and approval requirement in cases of emergency. No more than four days of Personal Necessity Leave may be authorized under this provision.
7. Any business which is personal; personal business, or professional service which cannot be accomplished without time away from school.
8. Personal Necessity Leave shall not be taken for any purposes such as personal financial gain, vacation, recreation, or extension of any holiday period.
9. When a unit member returns from a Personal Necessity Leave, as provided above, the member shall submit in writing the reason(s) for taking a Personal Necessity Leave and shall verify by signature that the Personal Necessity Leave was taken in compliance with the above provisions. Unit members shall be denied paid Personal Necessity Leave benefits for absences for purposes other than those defined above and/or for failure to comply with the absence verification requirements.
10. Unit members are eligible for parental leave in accordance with Education Code Section 44977.5. Parental Leave is defined as leave for reason of the birth of a child of the employee, or placement of a child with the employee in connection with adoption or foster care.
11. Beginning with the 2016-2017 school year, nine (9) of the sick days accumulated by the unit member may be designated as "flex" and no reason for absence will be required. The usage of flex days for three (3) consecutive days may only be used once per school year.

#### Bereavement Leave

- P. Each unit member is entitled to four days leave of absence with pay in the event of the death of any member of the unit member's immediate family. Such leave shall be extended to six days when out of state travel, or travel beyond 350 miles (one way) from the unit member's residence, is required.
  1. Immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the unit member or the spouse, son, son-in-law, daughter, daughter-in-law, foster child, brother, or sister of the unit member, or any

relative living in the immediate household of the unit member, aunt, uncle, or other adult who has had the primary responsibility for raising or caring for the unit member. At the discretion of the District, the immediate family definition may be waived.

2. In addition to the above Bereavement Leave, the unit member may request that not more than six days of accumulated sick leave during any school year be charged for Personal Necessity as provided in Paragraph O.1 of this Article.
3. Members of the unit shall be required to contact the District Personnel Office no later than 6:00 a.m. of their regular workday to request Bereavement Leave unless an emergency makes such advance notification impossible. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.

#### Industrial Accident or Illness Leave

- Q. Unit members shall be provided leave of absence for industrial accident or illness at full pay under the following rules and regulations:
1. A unit member who has sustained a job-related injury or illness shall report the injury to the Superintendent on the District accident report form no later than the next scheduled workday following the accident or as soon as possible.
  2. The industrial accident or illness must have arisen out of and in the course of employment of the unit member, and must be accepted as a bonafide injury or illness arising out of and in the course of employment.
  3. Industrial accident or illness leave shall be for the number of days of temporary disability not to exceed 60 workdays during which the schools of the District are required to be in session, or when the unit member should otherwise have been performing work for the District in any one fiscal year for the same accident.
  4. Allowable leave for industrial accident or illness shall not be accumulated from year to year.
  5. The industrial accident or illness leave under this article shall commence on the first day of absence.
  6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

7. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
8. The benefits provided by this article shall be applicable to all unit members immediately upon employment in the District.
9. Any unit member receiving benefits as a result of this article, shall during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
10. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in payment of not more than full salary.
11. A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the District appointed physician and/or from the treating physician, as determined by the District, certifying the unit member's ability to return to position classification without restrictions and without detriment to physical and emotional well being.
12. Upon complying with District medical release requirements and receiving District authorization to return to work, a unit member on industrial accident or illness leave may be reinstated in a position in the same assignment without loss of status or benefits.
13. These provisions for industrial accident or illness leave shall apply only to unit members whose services are regularly scheduled.

#### Judicial and Official Appearance Leave

- R. Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance 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 alleged misconduct of the unit member.
  1. For any other necessary court or governmental agency appearances, the unit member may utilize Personal Necessity Leave. However, if any court or

governmental agency appearance is required of a unit member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.

2. The District agrees to grant to members of the bargaining unit, regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for the time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the differences, if any, between the regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances. Unit members are required to return to work during any day in which jury duty services are not required. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

#### Military Leave

- S. Every unit member employed by the District, in a probationary or permanent position, who enters the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be entitled to be granted a military leave of absence.
  1. The unit member shall be considered as if they were actively employed by the District during the leave and upon return shall be placed on the salary schedule at the level they would achieved if they had not been absent, provided, however, that time spent on leave shall not count as time requirements for acquiring tenure.
  2. All benefits to which a unit member was entitled at the time their leave of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return and they shall be assigned to the same position held at the time the leave commenced, if available, or to a substantially equivalent position.

#### Miscellaneous Unpaid Leave

- T. Health Leave: The District may grant a unit member an unpaid health leave after use of all accumulated sick leave, when the unit member is unable to perform required duties due to ill health, physical disability or quarantine.
  1. Verification of such illness or disability or quarantine shall be by a licensed physician, licensed practitioner, or other verification acceptable to the District.
  2. Unit members may be required by the District to submit to medical examination(s) by District appointed physicians at District expense.



3. When authorized, such leave shall remain in effect until at least the end of the semester when first granted and may be extended to the end of the second semester following the date when first granted, or longer, at the discretion of the District.
  4. A unit member seeking such leave shall file a request with the District office at least four weeks prior to the date on which the unit member requests the leave to commence.
- U. Family Medical Leave: Unit members are eligible for family medical leave benefits as provided by California and Federal statutes.
- V. Study Leave: At its discretion, the District may grant a unit member, classified as a permanent employee, an unpaid leave of absence for study which will benefit the District, unit member and students of the District.
1. Generally a study leave shall be a minimum of one semester and a maximum of two semesters and will begin and end on semester dates. At the discretion of the District, unusual circumstances may be considered to waive this requirement.
  2. A unit member seeking such leave shall file a request with the District Office at least 90 days prior to the beginning day of the District semester on which the unit member requests the leave to commence. At the discretion of the District unusual circumstances may be considered to waive this requirement.
- W. Legislative Leave: Unit members who are classified as permanent employees of the District elected to the State Legislature shall be granted a legislative leave in accordance with provisions of Education Code § 44801. Six months after the expiration of term(s) of office, the employee shall be entitled to return to a position for which the employee has a valid credential. The employee shall retain all earned salary schedule status but shall receive no salary experience credit or fringe benefits while on leave.
- X. Catastrophic Leave: Catastrophic leave/continuation of pay may be available to an employee as set forth herein pursuant to the provisions of Education Code section 44043.5, inclusive (per Ed Code 44043.5 (1) Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the

employee because he or she has exhausted all of his or her sick leave and other paid time off.) Continuation of pay benefits pursuant to this Policy shall consist of the amount of sick leave credit that are donated to the affected employee by other certificated staff and of the District up to a maximum of 12 months.

1. The employee shall complete an application, which includes certification by a licensed physician or practitioner that the nature of the employee's illness or injury meets the statutory definition for eligibility and the projected date of the employee's return to work.
2. Where the need for the benefit is based on the catastrophic illness or injury of a member of the employee's immediate family, all required information and certifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that require the employee's absence from work.
3. Following receipt of the completed application and certifications, the District will inform the staff of the request and solicit donations of eligible time credits. The District shall not disclose the nature of the illness or injury.
4. Donation of credits shall be used on a rotating basis, one day per donor until all donors have been deducted. Then the process starts over as needed.
5. The eligible time credits shall not be deducted from the donating employee until they are applied to the balance of receiving employee.
6. Donations shall be made in blocks that are equivalent to one day of leave for the donating employee. An employee who donates sick leave credits shall be required to have a sick leave balance equivalent to five days following the donation.
7. The name of the employees who donate time will not be disclosed except as required by law.
8. At the written request of the receiving employee, donated time credits shall be coordinated with applicable Family Medical Leave Act benefits in order to provide a continuation of income, or to provide an extension of contributions for the District's health insurance package, or both during

the period when the receiving employee does not receive regular wages from the District.

- Y. Other Leaves and Absences: A request for any leave of absence not covered by the terms of this Agreement may be considered by the District on an individual basis and at the discretion of the District.

ARTICLE XI  
PROCEDURAL GUIDELINES FOR THE EVALUATION OF UNIT MEMBERS

- A. The Association and the District agree that the principle objective of the evaluation procedure is to maintain and improve the quality of education, and that the effectiveness of the instructional program is paramount in reaching this objective. The District retains the sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator(s) or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated or unreasonably applied.
  - 1. Evaluations shall be made at least once each school year for each probationary and permanent employee in the first and second year of service to the Employer and at least once every other year thereafter. An employee who is hired on a temporary contract or who does not meet the credential criteria of Education Code § 45023.4(a) shall be evaluated in each school year of employment without regard to the employee's length of service with the District.
  - 2. The evaluation shall relate to the criteria set forth in Education Code §§ 44662(b), 44662(c), and 44662(f) - if applicable, and the California Standards for the Teaching Profession.
- B. Teachers who are tenured in the Hughes-Elizabeth Lakes School District who have received a satisfactory or better evaluation may mutually agree with their evaluator to an alternative form of evaluation, provided that such alternative evaluation is consistent with state law and board policy. No teacher shall be required to participate in the alternative evaluation process. If the process cannot be completed to the mutual satisfaction of the parties, the regular evaluation process shall be used where timelines permit. Where timelines do not permit, the regular evaluation process shall be used in the subsequent year.
- C. Prior to the initial observation in the evaluation process, the evaluator shall meet with the employee who is being evaluated to discuss the Standards.

1. Teachers in the traditional evaluation process, shall have at least one informal observation and at least one prescheduled observation by the evaluator.
  2. A post-observation conference shall be held as soon as possible following each observation. Any area or areas of concern to the evaluator shall be mentioned in the post-observation conference and the employee may request an LTA representative to attend this meeting.
  3. Following the formal observation, if the evaluator believes that the employee's job performance may result in an "unsatisfactory" rating if remedial measures are not undertaken, the evaluator shall provide the employee with a written notice and recommendation for correction of the deficiency.
- D. The evaluation shall be completed and provided to the employee and signed for by the employee not later than 30 days prior to the last school day scheduled on the school calendar. The written evaluation shall reflect the evaluator's judgment of the employee's performance in each area listed on the evaluation document (see appendix D).
1. The evaluator shall meet with the employee prior to the end of the week before the last week of school to review the evaluation document and to discuss the evaluator's judgment of the employee's overall performance. At the end of the review, the employee shall sign the evaluation to indicate that it has been reviewed and that the employee has received a copy. The evaluation shall be placed in the personnel file.
  2. The employee may prepare and submit a written response to the written evaluation. Upon receipt, the response shall be attached to the evaluation in the employee's file.
- E. If the written evaluation indicates that an employee's job performance is not at an acceptable level ("needs improvement" or "unsatisfactory"), the evaluator shall describe the specific areas of weakness either in the evaluation or in a separate document.
1. The evaluator shall confer with the employee and shall make specific recommendations as to areas of improvements in the employee's performance. The evaluator shall conduct a follow-up assessment of the employee's performance in the subsequent school year.
  2. If the evaluation of a permanent classroom teacher contains an overall unsatisfactory rating in one or more areas of the evaluation related to the standards for subject matter knowledge, teaching strategies, and teaching methods or instruction as designated on the evaluation form (Appendix D),

the employee shall be referred to and shall participate in the Peer Assistance and Review Program ("PAR") as set forth in Article XXIV of this Agreement.

3. If the employee has been referred to PAR, the evaluator's obligation pursuant to paragraph D.1 of this Article is satisfied when the evaluator meets with the employee and the PAR Consulting Teacher to review the evaluator's recommendations as to areas of expected improvement in the employee's performance.
  4. With regard to an employee who has been referred to PAR, the evaluator shall conduct an evaluation of the performance of the employee that is independent of the PAR activities of the Consulting Teacher.
- F. No negative evaluation of a unit member's performance shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator(s) from others, such as parents and citizens, unless the unit member is first given notice, an opportunity to discuss and attempt to resolve the matter with the complainant, and an opportunity to review and comment, including the right to enter his/her written comments into the records. However, no written record of the complaint shall be entered unless such complaint is reduced to writing and signed by the complainant.

## ARTICLE XII CLASS SIZE

- A. The allocation ratio of certificated personnel to regular program pupils in the District shall not exceed state approved maximum so long as the procedure in Article XII is followed. In the event that an individual class exceeds state approved maximum for ten consecutive school days, the Superintendent shall consult with the unit member(s) involved in an attempt to reach a satisfactory solution to the problem. If the unit member(s) feels the Superintendent's solution to the problem is unsatisfactory, the Superintendent shall prepare and submit a plan for options within ten school days to the Board for approval. The Board shall, at its next regular meeting following the receipt of the plan of options take whatever action it deems appropriate to remediate the situation. The Governing Board may increase class size to state approved maximum as long as procedures in Article XII are followed.
- B. The allocation ratio of special education teachers to special education programs shall not exceed state maximum limitations.
- C. Unit members shall be allocated based on estimated enrollments and when actual enrollment is known, the District shall adjust the number of unit members assigned to conform to Paragraphs A and B above.

- D. If students are assigned to a teacher(s) in lieu of hiring a substitute during the regular school day, the substitute rate of pay will be paid to that teacher(s). If students are assigned to more than one teacher, the substitute rate of pay will be divided, on a pro-rata basis, among the teachers receiving the extra students.

### ARTICLE XIII SAFETY CONDITIONS OF EMPLOYMENT

- A. The District, within its fiscal capabilities, shall provide continuous administrative monitoring of working conditions and correction of unsafe or hazardous working conditions.
1. Determinations of safe working conditions shall be made by the District and shall be in compliance with State and Federal laws.
  2. When unsafe or hazardous conditions are determined to exist, the Superintendent or his designee will make necessary adjustments until the unsafe condition is corrected.
- B. Both parties agree that the responsibility for providing safe working conditions is that of the District, and that the responsibility to follow safe procedures and practices in the performance of duties is that of the unit member. In addition, the responsibility of reporting unsafe or hazardous conditions to the Superintendent or his designee is that of all unit members and members of the District staff.
- C. When possible, maintenance or repair to the classroom will be accomplished at a time when the classroom is not in use. An alternate facility may be temporarily provided to the unit member. Emergency repairs may be accomplished during the school day; however, any repair procedures which would be unsafe to the unit member or to students shall be performed when the classroom is empty.
- D. A unit member shall not be required to perform duties under conditions which pose an immediate and/or serious threat of bodily harm to the unit member, provided that the unit member has exhausted reasonable means within his/her discretion to remedy the condition.
- E. Any assault upon a unit member by either students or adults shall be reported promptly to the respective school administrator and authorities. The report shall contain the unit member's name, the date and location of the assault, a description of the assault, and the name of the person making the assault, if known. Education Code § 44014 requires that the report to authorities of an assault by a student shall be made by both the unit member and the Superintendent.

- F. Any unit member during the performance of his/her duties may exert the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. When exercising the above, the unit member shall not be subject to criminal prosecution or criminal penalties. (Education Code § 44807)
- G. When appropriate and possible, visitors to campus will be informed of laws prohibiting physical or verbal abuse of unit members. Law enforcement assistance will be requested by the Superintendent or his designee when necessary to protect unit members.
- H. The District shall provide liability coverage for any personal materials and/or property of unit members while on District property in cases of assault.
- I. The District shall reimburse unit members for any and all reasonable costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical cost not covered under insurance benefits.

#### ARTICLE XIV COMPENSATION

##### Salary

- A. The Certificated Salary Schedules for the applicable school years are attached as Appendix B. Effective July 1, 202, the 2022-23 salary schedule shall be increased by five and one-half percent (5.5%). Stipends and other payments for services rendered are reflected on the respective salary schedule.
  - 1. It is understood and agreed that if State funding for SB1193 salary addition reflected in this paragraph is reduced or eliminated for the 2008-2009 or any subsequent school year, the Salary Schedule shall be reduced on a proportionate basis for each of the days that are not funded, to a maximum reduction of one and one-half percent (1.50%).
- B. A teacher new to the District, with previous teaching experience, shall be given credit of one step for each year of verified teaching experience, i.e. one year - step 2, two years - step 3, etc., to a maximum of ten (10) years. This would allow ten (10) years or more experience, placement on the step 11 of the appropriate column.



- C. Errors in current salary schedule placement shall only be corrected during the fiscal year in which they are discovered and any such corrections shall only apply to that fiscal year.
- D. Units taken for salary schedule advancement must be approved, relevant upper division or graduate units through an accredited college or university.
1. These units must be approved in advance by the Superintendent. If the units are denied, the Credit Review Committee made up of the Superintendent, a unit member, and a Board member, shall review the decision and make a final decision.
  2. Credit shall not be granted for any course in which less than a "C" grade is earned, (or a "pass" if a pass/fail grading system is used by the college).
  3. Units must be completed by September 10 of the year for which credit is to be given. For units to be completed between June 15 and September 10, the employee must have a filed notification of intent to complete units in the District Office prior to June 1.
  4. The salary schedule is administered in terms of semester units. A quarter unit is equal to 2/3 of a semester unit.
- E. Employees may advance a maximum of one step down the salary schedule for each year of credited service.
- F. An employee who holds a Masters degree from an accredited college or university will be provided an annual stipend of 2% of Column 6, step 6, of the current year salary schedule.
- G. An employee who has completed five years of credentialed service to the District will receive a one-time payment of \$2,000 at the beginning of his or her sixth year of District employment. An employee who has completed 10 years of credentialed service to the District will receive a one-time payment of \$2,000 at the beginning of his or her 11<sup>th</sup> year of District employment. An employee who has completed 15 years of credentialed service to the District will receive a one-time payment of \$1,000 at the end of his or her 15<sup>th</sup> year of District employment. An employee who has completed 20 years of credentialed service to the District will receive a one-time payment of \$1,000 at the end of his or her 20<sup>th</sup> year of District employment.
- H. An employee who has been employed full-time in the district will receive an ongoing annual stipend monthly at the start of the 15, 20, 25 and 30 years. 15 years of full-time service in the district will receive 2% of column 2, step 1, of the current year salary schedule. 20 years of full-time service in the district will receive 4% of column 2, step 1, of the current year salary schedule. 25 years of full-time service to the district will receive 6% of column 2, step 1, of the



current year salary schedule. 30 years of full-time service to the district will receive 8% of column 2, step 1 of the current year salary schedule. The stipends will not be compounded with previous years stipends.

### Employee Benefits Package

- I. For the 2009-2010 school year, effective October 1, 2007 and thereafter, the District agrees to contribute a maximum of \$14,000 annually for employee health, dental, and vision through Self-Insured Schools of California (“SISC III”), and life insurance benefits. The Benefit Package shall include:
1. Health Insurance: Eligible employees and their eligible dependents will be provided with the SISC III PPO plans and options designated in writing by the Association. Employees shall also have the option to choose HMO coverage through Kaiser or PacifiCare. The Association will provide the District a list of three PPO plans in addition to the SISC III Base Plan. SISC III shall provide an open enrollment period in order to allow employees to select a health benefits plan.
  2. Vision Insurance: Eligible employees and their eligible dependents will be provided with the Vision Service Plan (Plan C, \$15 deductible). The deductible will be reimbursed to the employee upon the submission of a proper receipt for the employee and/or eligible family members.
  3. Dental Insurance: Eligible employees and their eligible dependents will be provided with the Delta Dental Service Standard Incentive Plan. (Annual benefit maximum of \$2000 per person)
  4. Life Insurance: All employees and their eligible dependents will be provided with the Provident Life Insurance Program, identified as Group Plan No. 3, (a decreasing term life insurance policy).

### Retirement Health Insurance

- J. Members of the bargaining unit who retire during the duration of this Agreement, after reaching age 55, and who have 10 consecutive years of service in the District, shall be eligible for continued participation in the benefits provided under this article. For unit members hired after July 1, 2019 unit members are eligible for this benefit after reaching age 58, and who have 15 consecutive years of service to the District. During any year of the retirement, the District shall only be required to pay on behalf of eligible retirees the annual premium amount being paid for benefits provided under this Article on behalf of current unit members. The District’s obligation to pay such premiums for retirees shall cease when the eligible retiree reaches the age of 65.

### Teacher Travel

- K. Unless authorized, unit members shall not convey students in private automobiles when involved in school activities. Unit members who are authorized by the District to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the current Internal Revenue Service rate per mile for all driving done on school business.

### Medical Examinations

- L. Examinations for tuberculosis may be required at least every two years. The cost of the examination provided by the District shall be paid for by the District. Unit members preferring to take an examination other than that provided by the District may do so; however, reimbursement for any tuberculosis examination not provided by the District shall be no greater than the cost of the examination provided by the District. Affidavits of religious faith or teachings will be accepted in accordance with Education Code § 49406.
- M. The District may require such physical and mental examinations as it deems necessary to determine the fitness of any unit member for proper fulfillment of assigned duties. Required examinations shall be at the expense of the District. Such mental examinations required shall be in accordance with Education Code § 44942. This does not preclude a unit member from choosing, at his own expense, another physician whose report shall be entered in conjunction with the report of the District appointed physician.

## ARTICLE XV CONSULTATIONS

- A. The Board, through its designated representative(s), and the Association, through its designated representative(s), have the right to jointly consult with each other relative to the content of courses and curriculum, the selection of textbooks and the selection of supplementary materials and the aims and objectives therein, as set forth in Government Code § 3543.2 and/or 3543.3.
- B. Side agreements may be reached so as to give direction to items set forth in A above. These side agreements may be binding as side agreements but are not part and parcel of the main Agreement.

ARTICLE XVI  
REASSIGNMENTS

- A. The District shall have the sole discretion to make assignments and reassignments during the school year, except as otherwise provided under this article. This article only applies to voluntary reassignments to vacancies which occur before the beginning of the teacher's work year.

Definitions of Terms

- B. Vacancy: Any vacated or newly created bargaining unit position which the District has determined is to be filled by a temporary, probationary or permanent unit member.
- C. Reassignment: A change, either voluntary or involuntary, of grade level, and/or subject matter at a site to another grade level and/or subject matter (academic discipline) at the same site.
- Voluntary reassignments shall be those initiated by a teacher.
  - Involuntary reassignments shall be those initiated by the District.

Notification of Vacancies

- D. The District shall have the sole authority to determine whether to fill a vacant position. The District shall post and provide to the Association a copy of all notices of certificated vacancies both actual and projected within the District. These notices of vacancies shall be posted on a bulletin board mutually agreed to by the Association school site representative and the site administrator.
1. During the unit members' summer recess, such notices of vacancies shall be posted at the District Office and a copy mailed to the Association. Unit members who wish to be informed of vacancies during the summer recess shall provide the District with self-addressed, stamped envelopes. The District shall mail notices of vacancies to the unit member.
  2. All announcements of certificated vacancies shall be posted for a minimum of five days.
  3. All announcements of certificated vacancies shall include the position title, grade level and/or subject matter assignment, credential requirements, special skills and aptitudes required for the position, closing date of application and the date the vacancy is proposed to be filled.
  4. No final decision to fill any certificated vacancy shall be made until after the closing date of application on the notice of vacancy.

5. Extra duty/Stipend Postings – The District will post positions available to bargaining unit members for extra duty compensation and/or stipend compensation. Such posting will include the date of posting, deadline for bargaining unit members to notify the District of interest, position title, duties and work hours of position, and rate of compensation. All postings shall be posted for a minimum of five working days, not including the first date of posting.

#### Non-bargaining Unit Position

- E. Vacancies in non-bargaining unit certificated positions will be posted by the District for no less than five days.

#### Tentative Assignments

- F. Each employee shall be notified no later than June 30 of the tentative grade level or course assignment and room assignment for the following school year.

#### Voluntary Reassignments

- G. Unit members wishing to be reassigned to a different grade level or subject matter shall notify their principal of their interest by using the appropriate District form.

1. A teacher may request reassignment within a school to another subject matter or grade level assignment. The following criteria will be considered by the District in determining whether to grant or decline a request for reassignment when a vacancy exists.

- Credential(s) held by the teacher.
- Degree(s) held by the teacher.
- Academic majors and minors held by the teacher.
- Special skills/aptitudes required for the position.
- Legislative or court-mandated programs.

2. If two or more teachers apply for the same vacant position and they are equally qualified, then the most senior teacher shall be reassigned.

3. Upon request of the unit member, a written statement of the reasons for the reassignment or denial of the request for reassignment shall be given to the unit member within ten workdays of the request.

#### Involuntary Reassignment

- H. Before the school year commences, this section shall be used only after the provisions of Section F are exhausted. During the school year, a teacher may be involuntarily reassigned as specified in this section.

1. In the event the District determines the need to involuntarily reassign staff, between school terms, it shall first seek to fill the positions with qualified volunteers.
2. A teacher may be involuntarily reassigned within a school to another subject matter or grade-level assignment provided the new assignment falls within the scope of the employee's credential.
  - a. Teachers involuntarily reassigned during the school year shall be informed prior to the reassignment and given at least five days advance notice.
  - b. Teachers involuntarily reassigned during the school year will be given assistance in moving teaching supplies and equipment to the new assignment. During the school year, teachers who are involuntarily reassigned will receive not less than one day of release time.
  - c. Upon request of the unit member, a written statement of the reasons for the involuntary reassignment shall be given to the unit member within ten workdays of the request.

#### ARTICLE XVII TEMPORARY TEACHERS

- A. Temporary teachers shall receive all benefits provided under this Agreement for all permanent and probationary bargaining unit members, including salary and fringe benefits.
  1. A temporary teacher who holds a valid California credential as provided in Education Code § 45023.4(a) shall be placed on the salary schedule on the same basis as a probationary or permanent teacher. A temporary teacher who does not possess a valid California credential as provided in Education Code § 45023.4(a) shall be placed on Column 1, step 1 of the salary schedule.
  2. Re-employment rights of temporary employees shall be governed by relevant provisions of the Education Code.

#### ARTICLE XVIII PART-TIME EMPLOYMENT AND EARLY RETIREMENT

##### Part-Time Employment with Full Retirement Credit.

A. Eligible unit members may reduce their workload prior to retirement from full-time to part-time and receive full retirement credit in accordance with Education Code Sections 22713 and 44922.

Any unit member who is interested in participating in the program shall notify the District Office no later than March 1. The Board shall schedule a meeting with each such unit member on or before April 30 to develop a mutually agreeable program for such unit member.

1. Unit member eligibility will be determined by the following criteria:
  - a. The unit member must have reached the age of 55 prior to reduction in workload.
  - b. The unit member must have been employed full-time in a position requiring certification for at least ten years of which the immediately preceding five years were full-time employment without a break in service.
2. The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.
3. A participating unit member shall be paid a salary which is a pro rata share of the salary he/she would have earned had he/she not elected to exercise the option of reducing his/her workload to part-time employment. However, he/she shall retain all other rights and benefits for which he/she makes payments that would be required if he/she remained in full-time employment.
4. A participating unit member shall receive health benefits as provided in Government Code Section 53201 in the same manner as full-time unit members.
5. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the participating unit member's contract of employment during his/her final year of service in a full-time position.
6. A participating unit member employed on a part-time basis shall receive the service credit he/she would receive if he/she was employed on a full-time basis. A participating unit member will also have his/her retirement allowance, as well as any other benefits that he/she is entitled to under the State Teachers' Retirement System,

Education Code 22000, et seq., based upon the salary that he/she would have received if employed on a full-time basis.

7. A participating unit members and the District will contribute to the State Teachers' Retirement Fund in the amount that would have been contributed if the unit member was employed on a full-time basis.
  8. The period of part-time employment shall be up to 10 years for participating unit members.
  9. The agreement between the Board and the participating unit member shall be consummated on or before May 15. The unit member may be accompanied by an Association representative in any meeting he/she attends with the Board pursuant to this Article.
  10. A participating unit member may terminate his/her agreement with the Board at the end any school year. The participating unit member must notify the Board in writing of his/her intent to terminate no later than March 1. Any unit member who terminates his/her agreement may be eligible to return to employment, in accordance with the Education Code.
  11. The District may extend the above mentioned time requirements and notification dates at its discretion.
- B. Early Retirement: The District's Early Retirement Program provides that a unit member may retire early and, at the same time, enter into an agreement for independent contract services with the school District, in accordance with the Education Code.
1. Unit members shall have reached the age of 55 and have served a minimum of ten years in the District. Unit members wishing to participate in the Early Retirement Program shall submit a letter of application to the District by March 1, in order to be included in the program for the following fiscal year.
  2. Upon approval of the Board, the following procedures shall be followed:
    - a. A written agreement shall be prepared by the District calling for services as an independent contractor.
    - b. Approved applicants shall return the signed agreement, together with a letter of resignation, effective June 30. The

deadline for completion of this provision shall be 15 workdays from the date the agreement was offered.

3. The District may extend the above mentioned time requirements and notification dates at its discretion.
  4. Unless otherwise provided by law, the independent contractor shall be compensated at his/her hourly rate at the time of retirement. The independent contract shall not be for more than \$5,000 in any one year.
  5. The contract services may include, but are not limited to:
    - Curriculum writing.
    - Planning and conducting in-service sessions.
    - Evaluation of instructional materials and textbooks.
    - Library or administrative assignment.
    - Library Services.
    - Development of instructional materials.
    - Planning and supervision of school sponsored extra-curricular activities.
    - Evaluation and categorizing school and District records.
    - Assistance in classrooms.
- C. Part-time Employment - Less than 55 Years of Age: The parties agree that any unit member who does not meet the requirements of Section A.1 of this Article may apply for a reduced service option. If the District approves the plan, all salary and benefits shall be prorated.

#### ARTICLE XIX CONCERTED ACTIVITIES

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, or picketing (except lawful informational picketing), or refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted activities intended to interfere with the operations of the District by the Association or by its officers or agents during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow down (or other concerted activities intended to interfere with the operation of the District) by unit members, who are represented by the



Association, the Association agrees in good faith to take all necessary steps to urge these employees to cease such action. Nothing contained in this section shall be construed to give any right of concerted action or to waive any legal rights otherwise available to either of the parties.

#### ARTICLE XX SEPARABILITY AND SAVINGS

- A. If any article, section or provision of this Agreement shall be found to be contrary to, or in conflict with, federal or state law, that article, section or provision only shall be rendered void with no effect because of the contradiction or conflict with federal or state law to any other article, section or provision of this Agreement. Upon written notification by either party a meeting will be held within ten workdays of such notification, to discuss the impact of the voiding of the affected provision, section or article. The Association and the District may then mutually agree to renegotiate the affected article, section or provision.
- B. Should any article, section or provision of this Agreement, or application thereof, be deemed invalid by a court of competent jurisdiction, the parties shall meet, not later than ten workdays after receipt of such decision to examine the article, section or provision affected, and if deemed appropriate by either party, commence meeting and negotiation with respect to the means of compliance therewith.

#### ARTICLE XXI NON-DISCRIMINATION

- A. Pursuant to applicable Federal and state laws, the District and LTA agree not to discriminate against any employee based upon race, color, religion, creed, national origin, gender expression, gender identity, age, sex, ancestry, marital status, sexual orientation, disability, military or veteran status or political or LTA affiliation, or domicile and to have due regard for employees' privacy and constitutional rights as citizens.
- B. Neither the District nor the Association shall discriminate against any employee on the basis of his or her membership in an employee organization or participation in the activities of an employee organization.
- C. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- D. Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE XXII  
ENTIRE AGREEMENT

- A. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.
- B. Except as provided in Article XXIII, Duration, it is agreed that during the term of this Agreement, the parties waive and relinquish the right to meet and negotiate and agree that the parties 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 such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. The District agrees that it shall not reduce, change or eliminate any benefits that are provided unit members that are specified within Government Code § 3543.2, i.e., scope of representation, except as provided in this Agreement.
- C. This Agreement shall constitute the full and complete commitment between the District and the Association, and shall supersede and cancel all previous Agreements both oral and written. This Agreement maybe altered, change, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE XXIII  
DURATION

- A. This Agreement shall become effective, upon ratification by the Association and adopted by the Board of Trustees and shall remain in full force and effect up to and including June 30, 2025.
- B. Reopener/Successor Agreement:
  - 1. The District and Association may reopen negotiations for Article XIV Compensation, and two additional contractual Articles of each party's, choice for the 2023-2024; and the 2024-2025 school years.
  - 2. Submission Timeline: Each party shall present their respective proposals to the other party no sooner than January 15<sup>th</sup>, and no later than the last day of February for the respective reopener year.
  - 3. Successor Contract Proposals: Each party shall present its succeeding contract proposals to the other party no sooner than January 15, 2025, and

no later than the last day of February, 2025. Any negotiated agreements, may, at its earliest, become effective in the 2025-2026 fiscal school year. The terms of any expired agreement shall continue to effect until such time the full terms of the successor contract has been negotiated and ratified.

4. Negotiation Commencement: Upon receipt, but no later than 30 calendar days, following the receipt of the Association's reopener or successor proposal, the District shall fulfill the public Notice requirement of Educational Employment Relations Act (EERA). The parties shall commence meeting and negotiation no later than 20 workdays following Public Notice of the Association Proposal.

In the event the District puts forth its reopener or successor proposal and fulfills its Public Notice requirements, in advance of the Association submitting its proposal, the parties shall commence meeting and negotiating no later than 20 workdays following Public Notice of the District's proposal.

Release Time: The association shall be entitled to three (3) release time bargaining unit personnel for the purpose of meeting and negotiating the Collective Bargaining Agreement.

#### ARTICLE XXIV IMPROVEMENT OF PRACTICES AND PROFESSIONAL SUPPORT PROGRAM (IPPS)

A. The Association and the District are continuously striving to provide the highest possible quality of education for students. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and professional support. Teachers recommended to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

#### B. Definitions, Duties and Protocol

1. "Classroom Teacher" or "Teacher" shall mean any member of the bargaining unit covered by certificated evaluation requirements that are referred, volunteered and/or a beginning teacher not participating in BSTA.

2. "Participating Teacher" shall mean a classroom teacher member of the unit who receives assistance and/or coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of

teaching performance. Any teacher may request voluntary participation in the IPPS program at the discretion of that teacher's immediate supervisor.

3. "Support Teacher Provider" is a teacher that meets the following requirements and qualifications:

3a. California Clear or Lifetime Credentialed teacher with permanent status in Hughes Elizabeth Lakes Union School District at least five years' classroom teaching experience immediately preceding submission of an application for Support Teacher Provider.

3b. Applicant must have received a majority of "Satisfactory" performance or better on at least three (3) evaluation targets on the unit member's last evaluation cycle.

3c. Demonstrates teaching ability as indicated by effective communication skills both orally and in writing, subject matter knowledge, knowledge and commitment to District curricular goals and standards, mastery of range of teaching strategies necessary to meet student needs in different contexts.

3d. Demonstrates ability to work cooperatively and effectively with others.

C. In order to fill a position of Support Teacher Provider, a notice of vacancy will be posted in the School/District Office. Each applicant is required to submit a completed application form, and a reference from another permanent classroom teacher. All applications and references shall be treated with confidentiality.

D. When the need arises for the District to provide Support Teacher Providers for the Improvement of Practices and Professional Support program, the District will choose a minimum of two (2) Support Teacher Providers. If no Support Teacher Providers are available within the District, then the District can utilize one (1) out of district provider.

E. Support Teacher Provider shall receive a three hundred dollar (\$300.00) monthly stipend as compensation during the months that support is offered up to \$1500 total compensation for supporting one Participating Teacher while in the Improvement of Practices and Professional Support Program. Support Teacher Provider may be assigned to one participating teacher at a time.

F. The Support Teacher Provider and Participating Teacher will mutually generate a support plan and schedule of support activities such as support meetings, lesson observations, lesson demonstrations, lesson planning, lesson feedback, curriculum study, standards study, class routines/management review and the like. The length of the support plan shall be between one and five months. The Support Teacher will consult with the immediate supervisor on the support plan. The immediate supervisor will assist with coverage for teacher release for the lesson observations and lesson demonstrations. Support meetings shall take place before or after school. The Support Teacher shall maintain a log of the support sessions and activities. The log will be submitted to the immediate supervisor and will be kept, in the participating teacher's file, in the business office in the case it is requested during an audit.

G. Support Teacher Providers and Participating Teachers may be released from their regular duties to perform their Support Teacher Provider duties according to the support plan, without loss of pay or benefits.

H. The Support Teacher Provider will meet with the immediate supervisor to discuss the progress of the Participating Teacher at least once a month (every two weeks is recommended) while the Participating Teacher is involved in Improvement of Practices and Professional Support Program (IPPS) Procedure(s) IPPS.

## ARTICLE XXV COMPLAINTS CONCERNING UNIT MEMBERS

- A. No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information or material of a derogatory or critical nature which has been received by the District from pupils, parents, District employees, public agency, and/or the public unless the following procedures have been followed:
1. Any public complaint about a unit member which may be placed in the unit member's file or used against the unit member as described in Paragraph A above, shall be reported to the unit member by the administrator receiving the complaint, within five workdays of receipt.
  2. Should the unit member believe the allegations in the public complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the member and the complainant. At the request of the unit member, Association representative(s) may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, disciplinary, or dismissal action against the unit


member. However, this does not preclude the District from investigating the complaint and making a summary report based upon facts discovered during the investigation. A copy of the District's summary report will be given to the unit member within ten workdays of the initial complaint.

3. If the matter is not resolved at the meeting to the satisfaction of the complainant, the complainant may reduce the complaint to writing and submit the original to the immediate supervisor and a copy to the unit member. If the unit member believes the complaint is false and/or based on hearsay, a grievance may be initiated to determine the validity of the complaint. If no written complaint or if no District report based upon the complaint is received in accordance with the above time lines, the matter shall be dropped by the District.
- B. Complaints or District Reports which are withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
- C. All information or proceedings regarding any complaint shall be kept confidential by the District.


RECOMMENDED FOR RATIFICATION

FOR THE DISTRICT:

  
\_\_\_\_\_  
Jim Wall  
Board President

  
\_\_\_\_\_  
Susan Denton  
Superintendent

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
KARI CHRISTENSEN, Chair  
Bargaining Team

  
\_\_\_\_\_  
THERESA HAMBRO, Member  
Bargaining Team

RATIFIED AND ACCEPTED

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Association as the contracting parties; that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

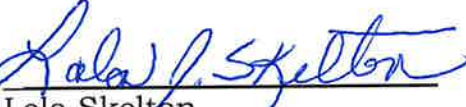
**HUGHES-ELIZABETH LAKES  
UNION SCHOOL DISTRICT**


**LAKES TEACHERS  
ASSOCIATION/CTA/NEA**


By:   
Jim Wall  
President, Board of Trustees

By:   
KARI CHRISTENSEN  
President

DATE:

By:   
Lola Skelton  
Vice President  
Board of Trustees

By:   
Stephanie Lewis  
Clerk  
Board of Trustees

By:   
Susan Denton  
Superintendent/Principal

DATE:



## DEFINITIONS

The District and Association agree that the following definitions shall be utilized in the interpretation of this Agreement:

1. Board of Trustees - An agency of the state for government and management of the District.
2. Days - Shall mean any day on which the central administrative office of the District is open for business, excluding Saturday, Sunday, holidays and summer session.
3. District - Synonymous with Employer and Board of Trustees.
4. Unit Member or Employee - One who works for the District and is represented by the Association.
5. Employer - The District who employs the services of those employees represented by the Association.
6. Immediate Family - The mother, father, son, daughter, grandmother, grandfather, or grandchild of the employee represented by the Association, or of the spouse of the employee, and the spouse, son-in-law, daughter-in-law, foster child, brother or sister of the unit member, or any relative living in the immediate household of the unit member, aunt, uncle or other adult who has had primary responsibility for raising or caring for the unit member.
7. Immediate Supervisor - A line or staff officer of the District to whom an employee represented by the exclusive bargaining agent or unit is immediately accountable.
8. Superintendent and/or Principal - The Administrative Officer of the District responsible for the designated function described in the appropriate article.