



Agreement Between

PLEASANT RIDGE UNION  
SCHOOL DISTRICT

AND

PLEASANT RIDGE TEACHERS'  
ASSOCIATION  
(PRTA/CTA/NEA)

Effective July 1, 2017—June 30, 2020

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## **ARTICLE I-AGREEMENT**

- A. The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Pleasant Ridge Union School District (“Board”) and the Pleasant Ridge Teachers’ Association/CTA/NEA (“Association”), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code (“Act”).
- C. This Agreement shall remain in full force and effect from July 1, 2017 through and including June 30, 2020.

## **ARTICLE II-RECOGNITION**

- A. The Board recognizes the Association as the exclusive representative of all the regular certificated employees of the Board, as listed below:
- B. “Regular certificated employees” means Teachers who have a regular annual teaching work agreement with the Board.
- C. All other employees are specifically excluded.

## **ARTICLE III-DEFINITIONS**

- A. “Teacher” means bargaining unit member, as stipulated in Article II, “Recognition”, above.
- B. “Day” means any day during which the District Office is open for business.
- C. “Work Day” means any day during which teachers are required to perform services for the Board; these shall include School, In-Service or other days cited in Article VI “Work Day and Year”.
- D. “School Day” means any day during which students are required to be in attendance.
- E. “Teaching Day” means the amount of time each School Day during which students are required to be in school.
- F. “Daily Rate of Pay” means the teacher’s annual salary divided by the number of days he/she is required by the Board to provide service to the Board.
- G. “Hourly Rate of Pay” means the daily rate of pay divided by six and one half (6 ½) hours.
- H. “Release Time” means time away from regular duties.

## **ARTICLE IV-NEGOTIATIONS PROCEDURE**

- A. No later than October 15, of each school year, the District and the Association shall exchange their new contract proposals.
- B. The formal negotiations process shall commence no later than December 15th of each year.
- C. Both parties agree to comply with the provisions of the Act and subsequent rules and regulations, to include

provisions for appropriate and reasonable release time, promulgated by the Public Employment Relations Board.

- D. The District and the Association shall have the right to open negotiations on calendar, compensation and benefits as well as two (2) additional items each sunshine proposal.

### **ARTICLE V—GRIEVANCE PROCEDURE**

#### A. Definitions

1. A “grievance” is a claim that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
2. An “aggrieved person” is any teacher making the claim.
3. A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

#### B. Purpose

1. The purpose of this procedure is to decide, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.
3. 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.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the parties hereto are encouraged to endeavor to resolve the matter as soon as practicable, without compromising the purpose of this process.

#### C. Informal Resolution

Any teacher who believes he/she has a grievance shall present the grievance orally to the immediate administrator within ten (10) days after the aggrieved person knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void.

The administrator shall hold discussions and attempt to resolve the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved person and the immediate administrator.

D. Grievance will be processed in accordance with the following steps:

**Step 1**

If the grievance is not settled during the informal discussion and the aggrieved person wishes to press the matter, the aggrieved person shall present the grievance in writing to the immediate administrator within ten (10) days after the oral decision by the administrator. The administrator shall respond in writing within ten (10) days after receipt of the grievance. The written grievance shall include:

- 1) A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.
- 2) A listing of the provisions of this Agreement which are alleged to have been violated or misapplied.
- 3) A listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable.
- 4) A listing of specific actions requested of the District, which will remedy the grievance.

**Step 2**

If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent's designee. Within five (5) days from the receipt of the grievance, the Superintendent or designee shall meet with the aggrieved person on the grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and the aggrieved person.

**Step 3**

If the aggrieved person is not satisfied with the decision of the Superintendent, or if no decision is forthcoming, he/she may appeal to the Grievance Committee. The Grievance Committee shall be composed of five (5) members; two (2) Board members, appointed by the Board; two (2) teachers, appointed by the Association; and one (1) person appointed from the general public by the four (4) designated members. The Grievance Committee shall hold such hearing(s) and/or inquiries as it deems appropriate, and the parties to the grievance shall have full opportunity to present such testimony, witnesses and/or other presentations, as they deem appropriate.

Within ten (10) days of the above hearing, the Grievance Committee shall present its majority recommendation to the Board of Trustees. Minority report(s) may be submitted to the Board of Trustees, but such reports shall be for informational purposes only.

**Step 4**

The Board of Trustees shall receive and consider the Grievance Committee's majority report and such minority report(s) and/or direct advocate presentation as may be submitted. The Board shall then issue a decision to either accept or reject the majority report.

If the majority report is rejected, the Board must cast at least four (4) votes (80% of Board membership) to reject.

Acceptance of the majority report shall be final and binding on the parties.

### **Step 5**

If the Board rejects the majority report recommendation, the Board shall convene again, within five (5) days of the rejection and announce its proposed resolution to remedy the grievance. Within five (5) days after announcement of the proposed resolution, the Board shall again convene and entertain final statements by the parties regarding the proposed resolution. After the presentation of final statements, the Board shall issue its final decision regarding the grievance.

- E. If the grievance arises from an action of authority higher than the aggrieved person's immediate administrator, the aggrieved person may present such grievance at Step 2 of this procedure.
- F. Nothing contained herein shall deny to any teacher his/her rights under State or Federal constitution and laws. No probationary teacher may use the grievance procedure in any way to appeal discharge or a decision of the Board not to reemploy. No tenured teacher shall use the grievance procedure to dispute any action by the Board, which is applicable to the State tenure laws.
- G. Failure by the administration to adhere to decision deadlines constitutes the right for the aggrieved person to adhere to the submission deadlines shall mean that the aggrieved person is satisfied with the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.
- H. Until final disposition of a grievance takes place, the aggrieved person is required to conform to the original direction of his/her supervisor.
- I. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## **ARTICLE VI—WORK DAY AND YEAR**

- A. Based on the premise that teachers are professional and, as such, are to perform a wide variety of complex and interrelated services to children, it also follows that the time frame for the provision of these services varies greatly. As a consequence, the time frame for a working day is considered a minimum span of time.
  - 1. The teacher's normal workday shall be comprised of six and one-half (6 1/2) hours, as determined by the site administrator.

2. All teachers shall enjoy at least a thirty (30) minute duty-free uninterrupted lunch break, exclusive of the workday.
  3. Unless otherwise provided by rule of the site administrator, teachers are required to be present at their respective rooms and to open them for admission of pupils twenty-five (25) minutes prior to the published school start time at the TK-5 elementary sites and twenty (20) minutes prior to the published school start time at the middle school site. Both time requirements will revert to thirty (30) minutes prior if PLC times are ever negotiated out of the contract.
  4. Teachers shall also make themselves available for parent-teacher conferences and other meetings/activities/duties as required. The District shall provide for one (1) roving substitute one (1) day per month at each site for the purpose of conducting IEP meetings
  5. All teachers shall observe punctually the hours fixed by regulation of the Board for the opening and closing of school.
  6. Except as provided by individual work agreement, teacher participation in extracurricular activities will be on a voluntary basis.
- B. The Teacher Work Year shall consist of one hundred eighty-six (186) days. For the 2016/17 and 2017/18 school years, the Teacher Work Year will consist of one hundred eighty (180) student contract days, three (3) professional development days, and three (3) teacher contract days.

*The above language in Article VI – B will expire on June 30, 2018 and be replaced without the need for bargaining with the below language which will be effective July 1, 2018 and remain unless subsequently bargained.*

The Teacher Work Year shall consist of one hundred eighty-six (186) days. The one hundred eighty six (186) days will consist of one hundred eighty (180) student contact days, four (4) professional development days, and two (2) teacher contract days. Additionally, one (1) Professional Learning Community Meeting per month may be used for Professional Development.

C. Job-Sharing

1. “Job-Sharing” shall refer to two or more teachers sharing one (1) full-time teaching assignment.
2. A job-sharing situation shall be entered into voluntarily by the teachers involved. Each job-sharing situation must be approved by the site administrator, the Superintendent and the School Board.
3. Job-sharing assignments shall be filled only by teachers who have jointly agreed to work together.
4. Responsibilities of an assignment by two job-sharers shall be divided and/or allocated according to a plan

designed by the job-sharers, with the concurrence of their immediate supervisor. The terms of the plan shall be embodied in a separate contract approved by the District and each participant.

5. Paid leaves authorized by the "Agreement" may be covered by the other job-sharer providing both job-sharers have mutually agreed to such a plan. When it is not possible for such sharing of substitute time, a regular substitute will be employed and sick leave shall be charged to the individual who is absent.
6. The seniority of teachers involved in job-sharing shall be determined in accordance with State law and generally accepted practices.
7. A teacher who begins a job-share shall maintain his/her position on the salary schedule and be paid a prorated share of his/her salary based on the percent of the full-time position being worked. Annual step advancement on the salary schedule shall be in accordance with Article XIII Salaries/Retirement Incentives. Beginning with the 2011-12 school year, if a teacher should return to a full-time position while having only fulfilled one (1) of two (2) years of part-time service required to advance one (1) whole step on the salary schedule, he/she shall advance to the next whole step on the salary schedule.
8. The participants in a full-time shared position are entitled to share the benefits and leave days according to a full-time teacher. Sharing of these benefits and leave days will be at the discretion of the teachers involved, but must be approved by the Superintendent.
9. A teacher involved in job-sharing who wishes to work full-time shall be assigned the first open position for which he/she is professionally qualified at the beginning of the next school year, or as soon as possible thereafter.
10. A letter of application for participation in a job-sharing assignment shall be submitted to the site administrator and the Superintendent.
11. A letter of response to the application shall be sent to the employee within forty-five (45) days of application.
12. Shared job programs shall be assessed by the site administrator and the Superintendent between January 15 and April 15 to determine renewal for the following school year.
13. The district retains the right to terminate the program any time after the third school month if in the opinion of the district, the program is not in the best educational interest of the students. Both team members shall be consulted and given the opportunity to produce evidence in support of continuance of the program prior to such termination. The district shall also objectively survey the views and attitudes of the parents of the students prior to termination. If the district elects to terminate the program, one member of the team shall be assigned as a full-time teacher for the class. The other team member shall be retained as a half-time teacher for the remainder of the school year and be subject to reassignment. The assignment of the class for the full-time teacher shall be made by the district after consulting with team members.



D. Part-Time Teaching

1. "Part-Time" shall refer to a less than full-time teaching position for which an individual voluntarily applies. It shall generally be applicable to seventh (7) and eighth (8) grade teaching positions.
2. Part-Time shall follow the provisions set forth in article VI (C) Job-Sharing, with the following exceptions.
  - a) Out-of-class responsibilities of a part-time assignment shall be proportionate to the amount of time worked. Such responsibilities shall be designated in a plan drawn up between the teacher and his/her immediate supervisor.
  - b) Benefits and leave days shall be proportionate to the amount of time worked.
  - c) Absences shall be covered by a regular substitute.
  - d) Part C. No. 3 shall be omitted.

E. Preparation and Planning Time

The District agrees to schedule four (4) minimum school days within the school year for the purpose of providing Preparation and Planning time for bargaining unit members.

1. A teacher may utilize school business days for assessment at the permission of the site administrator. The site administrator will be given a limited allotment that is determined by the superintendent on an annual basis.

**ARTICLE VII-LEAVES**

The following leaves are provided for employees in the certificated bargaining unit, Pleasant Ridge Union School District:

**A. Sick Leave**

1. Every teacher shall be entitled to ten (10) days of paid sick leave each year of employment. Such leave shall be prorated for other than full-time employees.
2. Unused sick leave shall accrue from school year to school year.
3. At the beginning of each school year, every teacher shall receive a sick leave allotment credit equal

to his sick leave entitlement for the school year. A teacher may use his credited sick leave at any time during the school year.

4. If the Board requires a physician's verification of illness, the Board shall reimburse the teacher for actual costs incurred in obtaining verification.
5. The Board shall provide each teacher with a written statement of:
  - a) His/her sick leave total, and
  - b) His/her sick leave entitlement for the school year.

Such statement shall be provided within the first quarter of each school year.

#### **B. Maternity Leave**

1. The Board shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom.
2. The date on which the leave shall commence and the date on which the employee shall resume duties shall be determined by the employee and the employee's physician.
3. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance of sick leave plan available in connection with employment by the District. All written and unwritten employment policies of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions applied to other temporary disabilities.

#### **C. Parental Leave**

Employees are entitled to up to 12 weeks of unpaid parental leave. So long as our school district employs more than 50 employees who work within a 75 mile radius, and you have worked for the district full time for a full year (52 weeks), you have the right under the California Family Rights Act ("CFRA") and the federal Family & Medical Leave Act ("FMLA") to up to 12 weeks of leave to care for a new or adopted baby or foster child. Adoptions of "non-baby" children qualify, given they represent a new placement in the home (e.g. not a previously fostered child and has later been adopted). The leave must be taken within a year of the baby's birth or the child's placement in your home. **This is separate from pregnancy disability leave for pregnancy, childbirth and recovery (PDL).**

Under Education Code Section 44977.5, you may first apply any accrued fully paid, sick leave to your parental leave. Upon exhaustion of all fully paid, regular sick leave, sub

differential may be applied to the remaining portion of the 12 week period. Under sub differential, you will receive the difference between your salary and the amount paid to a long term substitute.

You may take a block of time, up to 12 weeks. Alternatively, you may take the leave intermittently, in shorter increments as long as all of the leave is used prior to one year after the child arrives.

You must also provide the district with verification of birth, foster care placement, or adoption and provide 30 days advance notice of your need for parental leave when your need for the leave is foreseeable. The leave under FMLA and CFRA is unpaid, but pursuant to the California Education Code, you may apply paid leave accruals (sick leave, accumulated sick leave and extended sick leave) concurrently with your parental leave, to remain in paid or partially paid status.

The District may refuse to grant a reasonable request for parental leave only if both parents are eligible for CFRA leave and are employed by the District in which case the District may limit leave for the birth, adoption, or foster care placement of a child to one 12 work week period of parental leave between both parents.

During the period of your parental leave, the district must maintain your health insurance coverage and must continue to allow you to accrue seniority and receive the other benefits you would ordinarily receive on other types of leave, such as life, short-term or long term disability or accident insurance coverage, and pension and retirement credit. Your right to unpaid leave under the CFRA and FMLA run concurrently, meaning you are only entitled to one 12-week unpaid leave, not to a 24-week leave. As long as you return to work at the conclusion of 12 weeks, the district must assign you to the same or equivalent position. If you remain on leave longer than 12 weeks, you can continue to maintain your health insurance by paying the premiums yourself under COBRA, but the district is not obligated to hold your position for you until you choose to return.

#### **D. Extended Illness Leave**

After all earned sick leave days at full pay have been used and additional absence due to illness or injury is necessary, the teacher shall receive the difference between his own salary and the amount paid to his/her long-term substitute for a total of five (5) school months (one hundred (100) school days) inclusive of the earned sick leave days at full pay.

**E. Industrial Accident and Illness Leave**

The California Education Code is supplemental as follows:

1. A teacher shall be entitled to sixty (60) days of industrial accident or illness leave per school year. A teacher who exhausts such leave shall be entitled to use his sick leave benefits as provided in this article. If the teacher continues to receive workers' compensation while on sick leave, he/she may elect to use the portion of his/her sick leave which, when added to the temporary disability compensation, is equal to his/her regular monthly salary.
2. A total of the teachers' temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.
3. A teacher shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as he/she and his/her physician agree that there has been such a recovery.
4. An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be traced to the performance of services for the District.
5. The Board's report of an industrial accident or illness shall be kept on file in the Business Office
6. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave allotment of a teacher who is absent as the result of an industrial accident or illness.

**F. Personal Necessity Leave**

1. Any days of leave of absence for illness or injury pursuant to Education Code Section 44978 may be used by the employee, at his or her election, in cases of personal necessity.
2. Personal necessity leave can be used for the following reasons:
  - a. Death or serious illness of a member of his or her immediate family.
  - b. Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.
3. The employee shall not be required to secure advanced permission.
4. The district may require that the employee furnish medical documentation when absent due to a serious illness of a member of the immediate family.

**G. Bereavement Leave**

1. Each teacher shall be entitled to three (3) days of paid leave of absence or five (5) days if travel out-of-state is involved, on account of the death of any member of his/her immediate family.
2. This leave shall not be deducted from sick leave.
3. The Board shall require the use of bereavement leave before personal necessity days are used for

purposes allowed in this section.

4. For the purpose of this section, and of paragraph E above, immediate family shall mean spouse, domestic partner, child, or foster child; the parent, grandparent, grandchild, child's spouse, sibling or sibling's child of the employee or the employee's spouse or domestic partner. "Step" is included in all options defined as immediate family (step-child, step-father, step-sibling, etc). Immediate family shall also include any relative living in the immediate household of the employee.

#### **H. Personal Leave**

Each teacher shall be entitled to two (2) days of his/her sick leave allotment each school year for Personal Leave. Personal Leave may be accrued from school year to school year; however, no more than four (4) days may be used within a single school year. Teacher may be entitled two (2) additional days in each school year provided that the employee reimburse the cost equal to a substitute teacher. Teachers utilizing this benefit shall provide notification of such utilization to the District on the day prior to such utilization. When necessary to the efficient operation of the District, the Board may impose a twenty percent (20%) limitation on daily utilization of this leave.

1. Personal Leave is to be used for non-recreational purposes that cannot be handled during non-work hours. Personal Leave may also be used to participate in one's child's educational activities or to participate in an important family occasion.

2. "No Tell" Days

Each teacher may use a maximum of two (2) Personal Leave days per school year as "No Tell" days. This leave may be taken without having to state any reasons for such leave. Notification must be given to the District at least one (1) day prior to use. When necessary to the efficient operation of the District, the Board may impose a twenty percent (20%) limitation on daily utilization of this leave.

#### **I. In-Service Leave**

Teachers shall be entitled to at least one (1) and up to three (3) days per school year for the purpose of improving his/her performance. Utilization of this benefit may be for visitation to other teaching/classroom situations or such other visitations as may be beneficial to the teacher and to the District. Utilization of In-Service Leave shall be determined by mutual agreement

between the teacher and the site administrator.

**J. Jury Duty**

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

**K. Child-Rearing Leave**

Upon request, the Board shall provide a teacher who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing such child. Such leave may remain in effect up to a full year. A teacher shall notify the Board that he/she intends to take such a leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. Continuity of instruction shall be considered when scheduling the return of the regular teacher to the classroom.

**L. Health Leave**

Upon exhaustion of all other leave benefits, the Board shall grant a teacher who is still unable to return to work, upon request, an unpaid leave for health reasons. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year. A statement by the teacher's physician to the effect that the teacher is entitled to such leave shall be furnished at the Board's request.

**M. Other Leave**

The Board retains the discretionary right to grant, upon teacher request, such other unpaid leaves for such reasons as the Board may deem in the best interest of the District; however, no such leave shall exceed two (2) school years in duration. A teacher who has previously been granted a leave pursuant to this section may not reapply for an additional leave under this section during a period of five years following return from the previously approved leave.

**N. Sabbatical Leave**

1. A Sabbatical Leave may be granted at the Board's sole discretion for the following purposes:
  - a. To engage in professional study and research.
  - b. For educational travel and improvement.
  - c. For extended visitation to approved facilities, educational institutions and similar installations.
2. Any teacher who has satisfactorily completed seven (7) years of regular school service in the Pleasant Ridge Union School District shall be eligible for Sabbatical Leave. Each seven (7) year interval of service thereafter shall qualify for an additional Sabbatical Leave.
3. Service recorded prior to the return from Sabbatical Leave shall not be counted toward fulfilling the

requirements of a subsequent Sabbatical Leave.

4. Application for Sabbatical Leave shall be made to the Board through the Superintendent in the form provided (see Appendix iv). Such form shall present evidence of service, reasons for desiring leave, length of leave, signature of approval and any other data necessary to provide an adequate basis for granting such leave. Application for such leave shall be made no later than March 15. Applicant will be notified of the Board's decision by April 15.

The number of teachers granted sabbatical Leave during any one (1) year should be limited to one (1). If the number of eligible teacher applicants does not exceed one (1), the Board approved applicant may be granted Sabbatical Leave so long as the purpose of such Leave is to pursue a program of study, research, or travel which may be of benefit to the District. If the number of eligible teacher applicants exceeds one (1), the Sabbatical Leave Committee shall make selection for recommendation to the Board.

5. The Sabbatical Leave Committee shall be comprised of the Superintendent or a designee, two (2) Principals appointed by the Superintendent, a primary (K-3) school teacher, an upper elementary (4-6) school teacher, and a junior high (7-8) school teacher to be selected by the respective school staffs.
6. Every teacher granted Sabbatical Leave should receive fifty (50) percent of his/her annual salary during said leave. Fringe benefits shall be mutually agreed upon.
7. Only fifty (50) percent of the time spent on Sabbatical Leave shall count as service toward teacher retirement and only fifty (50) percent of the required State retirement contributions are to be deducted from salary received while on leave. The teacher may receive full retirement credit for time spent on Sabbatical Leave by paying for his/her contributions and the District's contributions to the State Teachers Retirement System (STRS) prior to taking of said leave.
8. A teacher granted Sabbatical Leave should be required to return to the District and serve at least one school year immediately following his/her leave.

**O. Miscellaneous**

1. Teachers on unpaid leaves shall be eligible to continue participation in District provided insurance benefits at their own expense.
2. Teachers on unpaid leave for a full year shall be eligible to return to an open position in the district. If the leave occurs within the same school year, the teacher will return to the position they held prior to the leave
3. Upon requests, the Board shall extend a teacher's Health Leave, Child-Rearing Leave and Other Leave for a maximum of one (1) year, provided however, that at the end of the extension such teacher shall not be entitled to return to the same position and shall not receive credit for a second

annual salary increment, but shall be entitled to all other benefits provided in this paragraph.

**P. Elected State Officer**

The District shall provide leave for a bargaining unit member to serve as an elected state officer of CTA for no more than 4 days per school year. CTA shall reimburse the District for the cost of the substitute employee to relieve the bargaining unit member.

**Q. PRTA/Association Leave**

District will provide PRTA with a maximum of five (5) association release days. Days are to be used by the PRTA President or Designee for site visitation, conferences, trainings or workshops. The Association must provide at least 48 hours notice for the utilization of these days.

**R. Catastrophic Illness and Injury**

**1. Catastrophic Illness and Injury Benefit**

As set forth by the provisions of this section, any bargaining unit member may donate sick leave credits to the Catastrophic Leave Bank for use by another bargaining unit member when that bargaining unit member, or a member of his/her family, suffers from a catastrophic illness or injury.

**2. Definitions**

- a. **“Catastrophic illness”** is defined as (1) a critical illness or injury where the long-term diagnosis may be terminal without intensive medical treatment for the employee or a member of the employee’s immediate family, and (2) the illness or treatment is expected to incapacitate the employee or a member of the unit member’s immediate family for an extended period of time such that the employee must be absent from work for an extended period of time and such absence creates a financial hardship for the unit member because he/she has exhausted all available fully paid sick leave.
- b. **“Immediate family”** is defined as husband, wife, son, daughter, or stepchild who is living at home, or the mother and father of the unit member.
- c. **“Sick Leave Credit”** as used in the context of this provision means that number of sick leave days which are given by a donating bargaining unit member to the Catastrophic Leave Bank for use by another bargaining unit member who is experiencing a catastrophic illness.
- d. **“Available Fully Paid Sick Leave”**. For purposes of this article available fully paid sick leave means that fully paid sick leave earned in the current year plus fully paid sick leave accumulated from prior years that is otherwise available for employee’s own catastrophic illness or the catastrophic illness of a member of the unit member’s immediate family.



- e. **The Catastrophic Leave Bank** shall be administered by a Joint Committee of two (2) members appointed by the Association and two (2) members appointed by the District.

### 3. **Eligibility To Use The Bank**

Sick leave credits may be donated to a bargaining unit member for a catastrophic illness if all of the following requirements are met:

- a. Participation in the Catastrophic Leave Bank is voluntary, however, contribution to the Bank is required in order to be eligible to receive donated sick leave.
- b. The bargaining unit faculty member who is suffering from a catastrophic illness, or whose immediate family member is suffering from a catastrophic illness, submits a written request for donated sick leave. The affected bargaining unit member shall provide written verification of this catastrophic illness or injury from a licensed physician.
- c. The affected bargaining unit member has exhausted all available fully paid sick leave, and the only remaining paid leave available to the employee who is suffering from a catastrophic illness/injury is the five school months of differential pay leave. Where the catastrophic illness or injury is suffered by an immediate family member, the employee must have exhausted all fully paid leave available to care for a family member.
- d. If the Committee determines that the bargaining unit member is eligible to access the Catastrophic Leave Bank because the unit member or his/her immediate family member is incapacitated as set forth in paragraph 2(a) above, the unit member shall receive an initial donation of up to a maximum of thirty (30) work days.
- e. In the event the unit member anticipates that he/she will need additional donated leave beyond the initial thirty (30) work days, the unit member must submit to the Committee a written request, together with written verification from a licensed physician attesting to the need for continued catastrophic leave, at least ten (10) work days prior to the expiration of the initial leave donation. If the Committee concurs in the unit member's request, the Committee may allocate donated leave to the unit member up to a maximum of twenty (20) additional working days.

### 4. **Procedure**

- a. An eligible bargaining unit member who wishes to access the Catastrophic Leave Bank must submit a request in writing to the Committee.
- b. Because a unit member must have donated to the Catastrophic Leave Bank in order to be eligible to request donated leave, unit members shall be provided the opportunity to

- contribute to the Bank from the first teacher contract day through October 15. Any unit member who is a participant in the Catastrophic Leave Bank may elect during the period from the first teacher contract day through October 15 of any year to withdraw from the bank on the condition that all unused sick leave contributions made by the unit member to the Bank shall remain in the Bank.
- c. Unit members must have at least fifteen (15) days of accrued leave as of the first teacher contract day to be eligible to donate, and all unit members who wish to participate in the Catastrophic Leave Bank shall make an initial contribution of one (1) day of sick leave and agree to donate up to two (2) additional days for a maximum of three (3) days as determined by the Committee in response to employee utilization of the Bank.
  - d. In the event that as of the first teacher contract day in any school year the bank has a balance of less than fifty (50) days, the Committee may require an additional day of donated leave from all existing participants in the Catastrophic Leave Bank.
  - e. The maximum amount of time that donated sick leave may be used by the recipient bargaining unit member shall:
    - 1) Not exceed the five (5) school months of differential pay leave referred to in 3.a.3) above for a unit member's own catastrophic illness or injury. All donated sick leave shall be coordinated and run concurrently with the unit member's five (5) school months of differential pay leave and shall be applied so as to provide the unit member, to the extent such donated sick leave permits, with full pay rather than differential pay.
    - 2) Not exceed the number of work days specified in Section 3.d. and e. for the catastrophic illness or injury of a unit member's immediate family member.
  - f. The District and PRTA shall establish procedures regarding the banking of unused donated sick leave. Once finalized, these procedures shall become a part of the parties' collective bargaining agreement.
  - g. A bargaining unit member who receives donated leave credit pursuant to this section shall use any leave credits that she/he continues to accrue on a yearly basis prior to receiving paid leave from the Catastrophic Leave Bank
  - h. The Committee shall keep all records confidential and shall, to the extent possible, not disclose the nature of the illness/injury except as is necessary to process the request for withdrawal and to demonstrate that all eligible employees have received an equal opportunity to withdraw from the Bank.

- i. By November 15 of each year, the District shall notify the Committee of the following:
  - i. The total number of donated days in the Bank.
  - ii. The names of participating members.
- j. By the tenth (10<sup>th</sup>) day of April and June, the District shall notify the Committee of the total number of days remaining in the Bank on the last day of the previous month.
- k. The District shall immediately notify the Committee at any time that the number of days in the Bank has been exhausted.

**5. Exempt From Grievance Article**

This Catastrophic Leave Bank provision shall not be subject to the Grievance Procedure.

**S. Mental Health Day**

- 1. Every teacher shall be entitled to one (1) mental health day that is not deducted from the teacher’s sick leave.
  - a. The mental health day does not accrue beyond the given year.
  - b. The leave shall be pro-rated for other than full-time employees.
  - c. The mental health day must be pre-approved by the site administrator at a minimum of one (1) day in advance of the day being taken. If a substitute is not available, then a mental health day cannot be utilized by the unit member on that day. If a substitute is secured, but then cancels, the unit member may still take their mental health day.
  - d. No more than two (2) employees can utilize a mental health day at one (1) site on a given day.
  - e. A taken mental health day will preclude a teacher from obtaining “perfect attendance” and any incentives that may come from that.
  - f. This language above is contingent upon an approved and ratified calendar by December 20<sup>th</sup> of the prior school year starting in the 2018-2019 school year.

**ARTICLE VIII–CLASS SIZE**

- A. Insofar as budget and other conditions permit, the Board shall endeavor to attain class sizes of:
 

TK-3	26 to 1 Student to Teacher Ratio Average
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4-8	30 to 1 Student to Teacher Ratio Average, excluding lab classes
PE/Band classes	40 to 1 Student to Teacher Ratio Average
Lab classes	25 to 1 Student to Teacher Ratio Average
RSP caseload	28 to 1 Students per Teacher Caseload Manager
SDC caseload	14 to 1 Student to Teacher Ratio Average
Speech	55 to 1 Student to Speech/Language Pathologist Caseload Manager

- B. It shall be the goal of the Board to maintain the above class sizes after attainment is effected and, further, to study and assess the feasibility and/or desirability of class sizes even smaller than those reflected in paragraph A, above, and to implement and maintain such smaller class sizes as expeditiously as may be feasible.

## **ARTICLE IX–ASSIGNMENT/TRANSFERS/REASSIGNMENT**

### A. **Terms and Definitions**

1. Assignment: A unit member’s position in the District
2. Reassignment: The movement of a unit member to a different position within the same school site – different grade level or subject matter
3. Transfer: The movement from one school site to another
4. Employee Initiated Transfer or Reassignment: A transfer or reassignment that is initiated by the unit member
5. District Initiated Transfer or Reassignment: A transfer or reassignment that is initiated by the Superintendent
6. Opening: Any vacant position within the District that will be filled by a unit member (probationary or permanent) rather than a substitute or temporary teacher
7. Seniority: The date the certificated employee was hired to perform certificated probationary service in the Pleasant Ridge Union School District.

### B. **Assignment**

1. Prior to March 1, the District shall request from each unit member their preference for assignment for the following school year utilizing the District’s intent to return form.

2. By May 15, the District will develop tentative assignments for the following school year. The District shall further notify all Unit Members of their tentative assignments by the last day of the current school year.
3. Should a change in conditions require alteration in tentative assignments, the affected Unit Members shall be notified immediately via email and letter.

**C. Employee Initiated Transfer or Reassignment**

1. Once all displaced, laid off, and leave of absence employees are placed, each certificated employee shall receive a list of all known and projected openings for the coming school year. This list shall be kept current over the summer and emailed to all employees when openings occur in the district. This list shall give a deadline date for filing request for transfer or reassignment.
2. However, the Association recognizes that when openings occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the District so determines, such a vacancy may be filled by a substitute teacher on a temporary or tentative basis until the end of the current year, at which time the position will be considered open.
3. All requests for transfer or reassignment shall be made on the Transfer and Reassignment Form distributed by the District (see Appendix v) and emailed to the Superintendent within the allotted time.
4. All decisions with respect to transfer and reassignment requests shall be based upon first displaced teachers, then those returning from leave of absence, then re-employment (39 month) of laid off employees, followed by return to full time status from job share (employee once held a full time position) and finally voluntary transfer requests, except in limited cases where the transfer is inconsistent with the educational needs and goals of the District.
  - a. In the event that a transfer request is denied, the requesting unit member shall within ten (10) days be provided the reason for the denial.
  - b. Within ten (10) days after the unit member receives the denial of the transfer, the unit member may request a conference with the administration to discuss the reasons for the denial. A representative of the association may be present at the request of the employee.
  - c. The unit member may appeal the final decision of the District administration to the Board of Trustees, whose decision is final.
5. The District shall compile and maintain a list showing in numerical order the seniority of each certificated employee along with the date of hire.
6. Every effort, consistent with the criteria set forth under B.4., Article IX, will be made to transfer or

reassign a unit member within two (2) years to a desired available position.

**D. District Initiated Transfer or Reassignment**

1. Transfer or reassignments shall not be punitive or disciplinary in nature. They shall arise from changes in enrollment, program changes, educational needs and/or school closures. All decisions with respect to District Initiated Transfer or Reassignment shall be based upon seniority in the District (the unit member with least seniority shall be considered first) then by credentials to perform the required service, and finally by experience within a grade level, subject area and/or specialization, except in limited cases where the transfer is inconsistent with the educational needs and goals of the District.
2. Unit members to be transferred or reassigned shall have the right to indicate preferences from a list of openings appropriate to the unit member's seniority, credentials and experience.
  - a. Notification will be given to all unit members who possess appropriate credentials and experience for that position.
  - b. Prior to making any District Initiated Transfer or Reassignment, the District will first seek to fill positions by following the Employee Initiated Transfer or Reassignment procedures outlined in section B, Article IX. Any qualified unit member shall then be considered for that position.
  - c. The administration shall present in writing, to the unit member being transferred or reassigned, as to why a District Initiated Transfer or Reassignment is being considered. This must be done within thirty (30) days after the notification in (a) went out.
  - d. Within ten (10) days after the unit member receives the letter of transfer or reassignment in (c), the unit member may request a conference with the administration to discuss the reasons for the District Initiated Transfer or Reassignment. A representative of the association may be present at the request of the unit member.
3. The unit member may appeal the final decision of the District Administration to the Board of Trustees whose decision shall be final.
4. In cases of District Initiated Transfer or Reassignment, one (1) day of compensated preparation time shall be provided to the unit member in addition to District assistance in moving unit member's material.

**ARTICLE X-EVALUATION PROCEDURES**

**A. Definitions**

1. "Evaluated Teacher" means teacher who is evaluated.

2. “Evaluation” includes the process of making observation and assessment based on the criteria reflected on the evaluation form and the specific standards of performance pre-established for the position.
3. “Evaluator” means one designated by organizational job description as responsible for evaluation of assigned personnel.
4. “Objective” means a statement which specifies measurable improvement to be attained within a given time period.
5. “Probationary I” means *first and second year teacher*.
6. “Permanent” means *a teacher with two or more consecutive years of experience in the district*.
7. “Evaluation Form” means the document upon which objectives are developed and agreed upon between Evaluator and Evaluated Teacher.
8. “Secondary Evaluator” means any administrator mutually selected by the Evaluated Teacher and Evaluator.
9. “Unsatisfactory Evaluation” An unsatisfactory final evaluation is defined as receiving a majority of unsatisfactory marks in any one of the Sections A through C and does not include unsatisfactory ratings based on attendance problems, repeated tardiness, failure to complete required reports or compliance with other similar administrative requirements or directives, and/or other forms of misconduct.

**B. Process**

1. All probationary teachers and all teachers who received “unsatisfactory” evaluations the previous year shall be evaluated by the administration in writing at least once each school year.
2. All permanent teachers with more than ten years of service in the District are to be evaluated every five years after the first, “meets professional standards” evaluation. All permanent teachers (except as provided for in B-1) shall be evaluated by the administration in writing every other year, unless a teacher is utilizing a previously unused or new credential or authorization; moves between any primary (K-3), upper elementary (4-6) or junior high (7-8)/departmentalized setting or special program.
3. The Evaluated Teacher and the Evaluator will meet. The date and lesson objective for the observation will be shared between the Evaluated Teacher and Evaluator. All parties will sign the Observation Plan Form and each will keep a copy.
4. The Observation Plan *for the lesson to be observed* may be revised by submitting the change no later than 24 hours before the scheduled observation.

5. Observations will be one technique used by evaluators.
  - a. One observation followed by a conference will be completed by December 15<sup>th</sup> for all Probationary I teachers and all teachers who had an “Unsatisfactory” evaluation the previous year. A second observation to be completed by March 1<sup>st</sup>.
  - b. One observation followed by an evaluation conference will be completed by May 15<sup>th</sup> for Permanent and other teachers who are being evaluated. The observation form will be signed by both the Evaluator and Evaluated Teacher and each will keep a copy. The observations will be arranged by the Evaluator and the Evaluated Teacher at least two (2) days in advance of the observation.
  - c. Each observation shall be at least thirty (30) minutes in length.
6. The Evaluator shall provide such assistance that shall include specific recommendations for improvement and direct assistance in implementing such recommendations.
7. The classroom observations and post observation conference for *Permanent* and other teachers shall be completed by May 15<sup>th</sup>. The Evaluation Form shall be completed by May 15 for all teachers being evaluated.
8. Disposition of Forms:  
Observation Plan Form, Observation Form, and Evaluation Form:
  - a. Original copy shall remain in the District’s personnel file.
  - b. One copy shall be retained by the Evaluated Teacher.
  - c. One copy may be retained by the Evaluator at the site of employment.
9. The Evaluated Teacher shall have the opportunity to respond in writing to any aspect of the Evaluation Form as a part of the evaluation process and it then shall become part of the final evaluation.
10. A teacher shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and, if desired, to prepare a written response to it. The written response shall be attached to the material.
11. Negative or derogatory evaluations in a teacher’s personnel file shall be destroyed after a period of two (2) years. This will include, but shall not be limited to, “Unsatisfactory” evaluations that shall have been remedied in the intervening time period.
12. The evaluation process shall specifically exclude any improper or non-germane reference to a teacher’s personal, political or organizational activities.
13. No teacher shall be subjected to derogatory evaluation solely on the basis of uncorroborated allegations in a citizen or parent complaint.



14. Evaluation forms will be appropriate to the difference in program content for Special Education and Special Services personnel.

**C. Evaluation Calendar**

**By September 15<sup>th</sup>** Conduct conference with teachers who received "Unsatisfactory" evaluations the previous year. At this conference, tools/strategies and support activities will be identified for the "Unsatisfactory" area(s). Also, a calendar for implementation will be mutually established.

**By October 15<sup>th</sup>** Pre-evaluation conference; Observation Plan Form signed by the Evaluated Teacher and Evaluator.

**October/November** Provide counseling and assistance to all teachers who received "Unsatisfactory" evaluations the previous year. PAR (Peer Assistance and Review) can be utilized.

**By December 15<sup>th</sup>** Complete one observation and conference of all Probationary I and other teachers who received "Unsatisfactory" evaluations.

**By May 15<sup>th</sup>** Complete evaluation process for all teachers being evaluated. Observation/Evaluation conference for all teachers being evaluated should be completed and all forms signed.

**D. Representation in Disciplinary Matters**

A teacher who is the subject of a disciplinary matter may be represented by a third party or a CTA representative in any meeting with the District's administration or the District's Board regarding the disciplinary matter. Teachers and their representatives shall adhere to all laws and regulations on confidentiality with respect to information exchanged in a closed session meeting of the Board held with regard to the disciplinary matter.

**E. Peer Assistant Review (PAR)**

**I. Establishment of the Peer Assistance and Review Program**

Purpose, including that it is a comprehensive program to meet the requirements of the Education Code, accessible to all eligible unit members and administrators.

## II. PAR Panel

1. The PAR Program shall be administered by a PAR Panel, which shall consist of five members. Three of the members of the PAR Panel shall be classroom teachers selected by the Association, and two of the members of the PAR Panel shall be administrators selected by the District. Classroom teachers serving on the PAR Panel shall meet the eligibility requirements to serve as a Consulting Teacher, described in Section D (2), below. Additionally, the parties shall strive to achieve a balance on the Panel to reflect the goals of the PAR Program.
2. The PAR Panel shall have meetings at dates and times determined by the Panel, which shall include at least two meetings per school year. A quorum for purposes of conducting a meeting consists of at least two classroom teacher PAR Panel members and at least one District-appointed PAR Panel member. Except as otherwise provided in this Article, decisions of the PAR Panel shall be made by consensus where possible, and should a vote be required, action must be taken on a majority of the Panel members present at the meeting.
3. Members of the PAR Panel shall serve a term of two (2) years. The terms shall be staggered. At or near the time the PAR Program is initiated, the PAR Panel shall determine the terms of its initial members. The PAR Panel shall annually select a PAR Panel Chair, and the assignment of a Chair shall rotate annually between a classroom teacher and a District-appointed PAR Panel member.
4. Classroom teachers serving on the PAR Panel shall be released from duty during normal duty hours in order to attend Panel meetings, and to participate in other duties required under this Article.
5. The duties of the PAR Panel include the following:
  - a. Establish its own Rules and Procedures consistent with this Article and applicable law.
  - b. Provide appropriate training for the members of the PAR Panel and Consulting Teachers.
  - c. Determine the number and type of Consulting Teachers necessary, based upon the number of Participating Teachers (Referred and Voluntary) and the needs of the staff development component of the PAR Program.
  - d. Select Consulting Teachers, in accordance with procedures established by the

PAR Panel. The procedures adopted by the PAR Panel shall include classroom observations of the candidates by members of the PAR Panel, and Consulting Teachers shall be chosen by a majority vote, through a secret ballot, of the PAR Panel.

- e. Notify Referred Teachers in writing of their referral to the Program, and assign Consulting Teachers to Participating Teachers after considering the preference of the Participating Teacher.
  - f. Determine and assign duties to be performed by Consulting teachers.
  - g. Consider requests of Participating Teachers and/or Consulting Teachers that a different Consulting Teacher be assigned to work with the Participating Teacher.
  - h. Monitor the progress of the assistance provided to Referred Teachers, review the final report prepared by the Consulting Teacher, review any response by the Referred Teacher, and generate a written assessment of the Referred Teacher's participation in the PAR Program. This assessment shall be submitted to the Governing Board and be placed in the teacher's personnel file.
  - i. The Panel prepares a budget and presents it to the Superintendent.
  - j. Annually evaluate the impact of the PAR Program in order to improve it, which evaluation process shall include the opportunity for written input from Participating Teachers, and recommend to the Governing Board and PRTA improvements to the process.
  - k. A PAR Panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal or professional conflict of interest.
6. To the extent permitted by the PAR Adopted Budget, the Panel may assign a Consulting Teacher to assist a Voluntary Participating Teacher.
- a. The responsibilities of the Consulting Teacher may be limited by the Panel to designate professional growth (i.e. pupil learning or instruction; student management).
  - b. The Panel shall within the allocated PAR Budget determine the amount of the stipend to be paid to the Consulting Teacher based upon the scope of the Professional Growth Plan and the length of assistance provided.

### III. Participating Teachers

1. Referred Participating Teachers
  - a. A Referred Participating Teacher is a classroom teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her classroom teaching performance as a result of an unsatisfactory final evaluation. An unsatisfactory final evaluation for purposes of this Article is defined as receiving a majority of unsatisfactory marks in any one of the Sections A through C and does not include unsatisfactory ratings based on attendance problems, repeated tardiness, failure to complete required reports or compliance with other similar administrative requirements or directives, and/or other forms of misconduct.
  - b. The purpose of required participation in the PAR Program is to help correct job-related deficiencies and to assist the unit member in improving performance.
2. Voluntary Participating Teachers
  - a. A Voluntary Participating Teacher is a classroom teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Voluntary Teacher is for peer assistance only, and the Voluntary Teacher may terminate his or her participation in the PAR Program at any time.
  - b. All communication between the Consulting Teacher and the Voluntary Teacher shall be confidential, and without the written consent of the Volunteer shall not be shared with others, including the site principal, the evaluator or the PAR Panel.

#### IV. Consulting Teacher

1. The definition of a Consulting Teacher is a teacher who provides assistance, professional development in curriculum, classroom management and instructional methodologies, and/or staff development programs in curriculum, classroom management and instructional methodologies as assigned by the PAR Panel.
2. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures of the PAR Panel, provided that the following shall constitute minimum qualifications:
  - a. Holds a valid California teacher credential;
  - b. Has achieved permanent status in the District;

- c. Substantial recent experience in classroom instruction, defined as being assigned as a classroom teacher for at least .5 FTE (full-time equivalent) for the past five (5) consecutive years;
  - d. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills (both verbal and written), subject matter knowledge, mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts, and knowledge of the California Standards for the Teaching Profession.
3. The term of the Consulting Teacher shall be one (1) year with annual renewal for up to three (3) years. A Consulting Teacher may hold the position for no more than one (1) consecutive full term of three (3) years. A Consulting Teacher must work as a classroom teacher for at least .5 FTE (full-time equivalent) for one (1) or more years after working as a Consulting Teacher prior to applying for a subsequent term.
4. Duties and Functions of Consulting Teachers
- a. The primary function of a Consulting Teacher shall be to provide assistance and guidance to the Referred Participating Teacher. The Consulting Teacher shall assist the Referred Participating Teacher by demonstrating, observing, coaching, conferencing, referring or by other activities which, in their professional judgment, will assist the Referred Teacher in remedying the specific areas recommended for improvement by the evaluating administrator.
  - b. The Consulting Teacher will arrange a meeting, to be attended by the Consulting Teacher, the evaluator of the Referred Teacher, and the Referred Teacher. The Referred Teacher's performance will be discussed as well as recommendations for improvement. Based on these discussions, the Consulting Teacher, in cooperation with the Referred Teacher, will prepare a Professional Growth Plan which will list the goals and objectives for improvement. The PAR Panel will review and approve said Plan, and provide such modifications to the Plan as is necessary. The Professional Growth Plan shall:
    - a) be clearly stated, aligned with pupil learning, and aligned with the criteria upon which unit member performance is evaluated;
    - b) incorporate multiple observations of the Referred Teacher during classroom instruction;
    - c) provide sufficient staff development activities to assist the Referred Teacher to improve his or her teaching skills and knowledge; and
    - d) require the Consulting Teacher to monitor the progress of the Referred Teacher and provide

periodic reports to the Referred Teacher for discussion and review. A cooperative relationship between the Consulting Teacher and the evaluator of the Referred Teacher is strongly encouraged and expected to ensure that meaningful and coordinated assistance is provided to the Referred Teacher.

- c. The Consulting Teacher shall monitor the progress of the Referred Teacher and shall provide periodic confidential written reports to the Referred Teacher for their discussion and review.
- d. The Consulting Teacher shall submit a final report to the PAR Panel, for each Referred Teacher, regarding the progress of the Teacher. A “draft” copy of the report shall be submitted to and discussed with the Referred Teacher who shall have ten (10) days to submit written comments to the Consulting Teacher before the report is finalized and presented to the Referred Teacher for signature. The Referred Teacher’s signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Referred Teacher shall then have the right to submit a written response, within ten (10) days after signing the final report, and have it attached to the final report. After the expiration of this ten (10) day period the final report and the written response, if any, shall be submitted to the PAR Panel.
- e. The results of the Referred Teacher’s participation in the PAR Program shall be made available for placement in his or her personnel file.

## V. Miscellaneous Provisions

- 1. All parties involved will regard all discussions, documents, and information relating to the participation in the PAR Program as a confidential personnel matter subject to the personnel record exemption of the California Public Records act (Govt. Code section 6250 *et seq.*). The annual evaluation of the Program’s impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
- 2. Duties performed pursuant to this Article by unit members are neither management nor supervisory, and unit members retain their rights under this Agreement while performing PAR Program duties or receiving assistance in the PAR Program.
- 3. Members of the PAR Panel and Consulting Teachers are entitled to defense and indemnification for activities performed as part of the PAR Program, as set forth in applicable provisions of the California Government Code (i.e. Division 3.6 [commencing with Section

810] of Title 1 of the Government Code).

### **ARTICLE XI-SAFETY**

- A. The Board shall provide safe working conditions for all teachers.
- B. Any teacher perceiving a situation, which he/she believes to be unsafe, shall immediately report such situation to his/her immediate supervisor. The supervisor shall investigate the report and take or initiate appropriate action, if such action of initiation is deemed necessary. If dissatisfied with the (in) action of the immediate supervisor, the teacher may report the situation for consideration by the Advisory Committee, as provided in Article XIV, “Advisory Committee” of this Agreement.
- C. Teacher shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor, who shall immediately report such allegation to the appropriate authority (ies),
- D. A written description, developed by the Board with Association and/or teacher participation, of the rights and duties of all teachers with respect to student discipline, including the use of corporal punishment, shall be available upon request to each teacher, in writing, throughout each school. The Association shall select association representative.

### **ARTICLE XII –FRINGE BENEFITS**

- A. All teachers and their dependents shall be covered by major medical, dental and vision insurance coverage equivalent to the existing level of benefits at District expense for the plans offered for the duration of this Agreement. Said insurance coverage shall be provided through Schools Insurance Group (S.I.G.) unless otherwise negotiated.
- B. Benefits provided herein shall be prorated for part-time teachers.
- C. Upon retirement, all teachers shall be eligible to maintain at the District’s existing rate major medical, dental and vision insurance benefits, but the retired teacher(s) shall pay the required premium(s) themselves.
- D. The amount of coverage provided for major medical insurance coverage shall be limited to a benefit cap. The amount of the cap shall be determined through the negotiation process. The district shall pay the full cost of the S.I.G. Dental Plan I and V.S.P. Vision Plan C unless the employee elects to have that money added to his or her medical insurance cap. The employee must determine this annually during the open enrollment process.

- E. The amount of the medical cap, the cost of dental and vision insurance and a listing of the available plans shall be considered as a part of the Certificated Salary Schedule and attached to this Agreement as Appendix iii.

**ARTICLE XIII-SALARIES/RETIREMENT INCENTIVES**

- A. All bargaining unit members shall receive a salary in accordance with the Certificated Salary Schedule which shall be determined through the collective bargaining process. The Certificated Salary Schedule shall be appended hereto as Appendix i and which is incorporated into this Agreement.

- B. Placement on Salary Schedule

- 1. Credit for out-of-district teaching experience to be allowed on the basis of one (1) year credit for (1) year's experience through four (4) years. Maximum placement on this schedule is the fifth (5<sup>th</sup>) step.

- C. Salary Advancement

Beginning with the 2011-12 school year, if a teacher works 0.51 FTE or more, he/she shall advance a whole step on the salary schedule each year. If a teacher returns to a full-time position while having only fulfilled one (1) of two (2) years of part-time service required to advance one (1) whole step, he/she shall advance to the next whole step on the salary schedule.

- D. Approval of Units for Changes in Classification

Changes in classification are based upon completion of semester units (one quarter unit equals 2/3 of a semester unit). All units to be credited for change in classification must be approved by the District Unit Approval Committee. Such approval should be obtained prior to registering for classes whenever possible. The Committee shall consist of three teachers and the District Superintendent. The three teacher members of the Committee shall be selected by PRTA. Each member of the Committee shall have an equal vote on Committee matters. Units taken must satisfy one or more of the following criteria:

- a) Courses which develop increased competence in the elementary teaching area.
- b) Courses which prepare personnel for changing grade levels or subject area within the



elementary school.

- c) Courses which would develop competencies in an additional elementary curriculum area. Any certificated employee planning a change of classification must file intention of such change with the district by May 15. Proof of additional units must be submitted not later than September 1. Contracts will be written on the basis of the completion of summer work and your copy of the contract held until proof of your work is submitted and approved. No person may move more than one (1) classification during any year.

E. Extra Curricular Activities

The Certificated Extra Duty Stipend Schedule shall be considered a part of the Certificated Salary Schedule. The amount paid for each listed extra duty assignment shall be determined through the collective bargaining process. The Extra Duty Stipend Schedule shall be appended hereto as Appendix ii.

F. Retirement Incentive

In order to provide to assist the District with managing annual staffing needs including avoiding staff layoffs due to declining enrollment, the District and PRTA hereby establishes the following Retirement Incentive Program:

1. Teachers who elect to retire from District service shall receive a financial stipend. Upon retirement of any bargaining unit member with 15-19 years of Pleasant Ridge Union School District service, the District shall pay a maximum stipend of \$20,000. Upon retirement of a unit member with 20 or more years of Pleasant Ridge Union School District service shall be paid a maximum stipend of \$25,000. In order to receive this incentive, written notice of retirement must be submitted to the District office no later than April 30<sup>th</sup> of the school year in which the intended retirement will occur.
2. Teachers may receive the stipend through one (1) of the following options:
  - a. Payment over a period of not more than four (4) school years beginning at the date of retirement. The amount of payment each year shall be determined by individual agreement with the District.
  - b. Continued participation in the district health benefits program until such time that the health plan premiums have exhausted the total amount of the eligible stipend.

3. Teachers who elect to participate in any other pre-retirement program available from STRS such as reduced contract service, shall not be eligible for the provisions of the program described herein.
4. Teachers who retire from District service and make themselves available for service as a substitute teacher, shall be given first priority for assignment over others but after laid-off teachers on the substitute list up to the age of sixty-five (65) years.

G. “Willie Brown” Phased Retirement Program

District will provide the “Willie Brown” Phased Retirement Program, with the following provisions:

1. Program is limited to two years maximum. Teachers may apply for up to two additional years for a maximum of four years under the program.
2. Each phased retiree must share with a partner teacher who is either on the phased retirement program or is an active teacher within the District.
3. Phased retiree will select his/her job-share partner with approval of the District.
4. District will contribute to the phased retiree’s retirement one full year of service credit and the full medical benefits cap and dental and vision coverage (cap) provided to an active FTE teacher.
5. Phased retiree shall receive a full year’s service credit toward his/her retirement.
6. District will pay a prorated salary of 50% of the phased retiree.
7. Phased retiree must fully retire at the conclusion of the Phased Retirement program.
8. Decision to enter into the phased retirement program is irrevocable.

H. Perfect Attendance Incentive

Beginning with the 2004/05 school year, District will pay a one-time payment of \$300.00 for any year in which perfect attendance is achieved. Leaves that do not require the use of sick leave, such as bereavement or jury duty, will not be counted against the record for the purpose of this one-time payment. The payment shall be pro-rated for less-than-full time employees. An employee must have been employed for the entire fiscal year to be eligible for the award.

**ARTICLE XIV–DISTRICT ADVISORY COMMITTEE**

A. Membership

1 PRTA appointed member from each school

1 Elected member from each school

1 Additional elected representative from Magnolia Intermediate

*(Note: one representative from Magnolia Intermediate shall be a sixth grade teacher)*

Superintendent

Board Member

PRTA Member

B. Meetings are open to all teachers.

You do not have to be a designated representative to attend Advisory Committee meetings. The meetings are open to all teachers.

C. Purpose of the Committee

The purpose of the Committee is to create a forum where issues of interest to teachers and the district can be discussed. From that discussion it is hoped that mutually agreed upon solutions and resolutions to the issues can be developed and implemented.

The Committee will consider items of district wide interest and/or items that require district authority to resolve. Specific site based items should be referred to a school based Advisory Committee. The Committee realizes that some site issues may be imbedded in district policy or directive. Any item based upon district policy or action may be brought to the Advisory Committee.

D. Committee Meetings

The Committee shall meet a minimum of five times per year. The meeting schedule shall be determined by the Committee. All teachers shall be notified of the date, time and place of the meeting.

E. Agenda Procedures

Any teacher may place an item on the agenda through their committee representatives at each school or by calling the District Secretary.

At the beginning of each meeting, the committee shall prioritize the agenda. Any item not considered at one meeting because of insufficient time shall be carried over to the following meeting. Agendas shall be posted at each school site.

#### **ARTICLE XV–SAVINGS**

- A. If any provisions of this Agreement are held contrary to law by the Public Employment Relations Board (PERB) or by a court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such court pending a final determination as to its validity, such provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- B. Should Paragraph A, above, become operative, the parties agree that, unless they invoke the provisions of Paragraph C, below, they shall comply with and be bound by such PERB or court decision.
- C. Notwithstanding Paragraph B, above, the parties agree that, at their mutual concurrence, they may retain authority to meet and negotiate only for the purpose of replacing provisions which may be severed by action indicated in Paragraph A above.

#### **ARTICLE XVI–CONCERTED ACTIVITIES**

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

**ARTICLE XVII–EFFECT OF AGREEMENT**

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

**ARTICLE XVIII–DISTRIBUTION OF THE AGREEMENT**

Within thirty (30) days of execution of this Agreement, the Board shall produce the Agreement and provide a copy to each teacher. Costs of reproduction shall be shared by the parties.