# AGREEMENT BETWEEN

# GREEN DOT PUBLIC SCHOOLS,

# A CALIFORNIA NOT-FOR-PROFIT CORPORATION

# AND THE

# ASSOCIATION DE MAESTROS UNIDOS/CTA/NEA

Effective:
Through
June 30, 2006

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## Article I--Agreement

1.1 This Agreement is made and entered into by and between Green Dot Public Schools, a not-for-profit California Corporation, which together with its administrative staff and representatives shall be referred to in this Agreement as the "Board" and the Asociacion de Maestros Unidos, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "AMU."

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."

1.3 This Agreement shall remain in full force and effect from _____ until _____.

## Article II—Recognition

2.1 The Board recognizes the AMU as the exclusive representative of all Certificated employees for the Board, excluding all day-to-day substitutes, all management, all confidential, and all supervisory personnel, as defined by the EERA

## Article III--Definition

3.1 "Board" is Green Dot Public Schools, its Board of Directors, Administration, and other designated representatives.

3.2 "AMU" means the Asociacion de Maestros Unidos, CTA/NEA, its officers, and representatives. AMU is the exclusive representative of the certificated bargaining unit in the Board.

3.3 "Immediate Supervisor" means the unit member's administrator, supervisor, or line manager employed by the Board who has direct responsibility for supervising the Unit Member. Usually this person is the building principal/director.

3.4 "Unit Member" means any certificated employee of the Board who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.

3.5 "Instructional Day(s)" means any day(s) pupils are present for instruction.

3.6 "Pupil-Free Day" means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.

3.7 "Paid Leave of Absence" means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which she/he enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during her/his leave.

3.8 "Immediate Family" means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.

3.9 "Daily Rate of Pay" means the unit member's annual scheduled salary divided by the number of duty days required by the Agreement.

3.10 "Site" means a building or location where unit members work.

3.11 "Summer School Unit Member" is a unit member employed as described in this Agreement to teach summer school.

## Article IV--Board Rights

4.1 It is understood and agreed that the Board retains all of its powers and authority to direct, manage and control to the full extent of the charter school law and the regulations of a 501.C3 California corporation. Input from the staff will be considered and decisions will be derived in a collaborative model; final decisions will rest with the Board.

Included in, but not limited to, those duties and powers are the right to:

- Determine the school intention and overall program design as described in the charter;
- Establish educational policies with respects to admitting students;
- Determine staffing patterns and design;
- Determine the number of personnel and kinds of personnel required;
- Ensure the rights and educational opportunities of all students;
- Maintain Board operations; move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue;
- Contract out work and take action on any matter in the event of an emergency, as defined in 4.3 here in below.

4.2 The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only

by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

4.3 The Board retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, which shall be considered only when there is a clear and present danger to the safety of students or employees, or when failure to act would result in cessation of operation of the Board.

4.4 The Board understands that in the formative years of a school certain leeway and flexibilities are necessary to build it. The Board recognizes that for Green Dots schools to succeed the Board and the AMU must maintain fluid communication and a willingness to work out issues and concerns with students' interests at the basis of each decision.

## Article V—AMU Rights

5.1 The AMU has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the Board. Nothing in this Agreement shall be construed as a waiver of such rights.

5.2 Board Service

5.2.1 The AMU shall have the right to use the Board mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the Board.

5.2.2 The AMU shall have the right to use the Board electronic mail service and unit member electronic mailboxes for communications to unit members without interference, censorship, or examination of such communications by the Board.

5.2.2.1 The AMU shall have an electronic mailbox in the Board's electronic mail system.

5.3 Bulletin Boards

5.3.1 The AMU shall have the right to post notices of activities and matters of AMU concern on AMU bulletin boards, at least one of which shall be provided in each building in areas frequented by unit members.

5.3.2 The AMU shall have the right to post notices of activities and matters of AMU concern on electronic bulletin boards maintained by the Board. Unit members shall have access to the Board bulletin boards at each unit member's workstation or classroom.

5.4 Use of Buildings and Equipment

5.4.1 The AMU shall have the right to use Board buildings, sites, and equipment during all reasonable hours for meetings and other AMU activities.

5.4.2 The AMU shall have the right to use Board educational technology equipment and/or studios so long as such use does not interfere with the Board's regular instructional program. In the event any cost accrues to the Board under this provision the AMU shall reimburse the Board that cost.

5.4.3 Long distance or toll calls related to AMU business shall be made on unit members' personal cell phones and reimbursed by the AMU.

5.5 Appointment to Board and Joint Committees

5.5.1 The AMU reserves the right to select unit member representatives to serve on all Board and site committees.

5.6 Reserved Meeting Times

5.6.1 The Board and Site Administration shall not schedule activities requiring the presence of AMU members during the period from 3:30 to 5:00 PM on the First and Third Mondays of each month. This time shall be reserved for the conduct of AMU business except when waived by express **written** mutual agreement of the parties.

5.7 The AMU President or designee shall have available up to seven (7) days of release time. The time shall be provided in a manner mutually acceptable to the AMU President or designee and his/her immediate supervisor. AMU will reimburse Green Dot Public Schools for one-half (1/2) the actual compensation for a substitute when the AMU President or designee is using his/her release time.

## Article VI--Work Year And Hours of Employment

6.1 Work Year

6.1.1 The Unit Members will work up to one hundred ninety three (193) days to include one hundred eighty three (183 ) days of instruction, eight (8) pupil free days and two buy back days. New teachers may have two (2) additional pupil free days.

6.2 Work Day

6.2.1 The professional workday shall include the student day, staff meetings and time needed for preparation. Once a week, students will have a shortened day while teachers meet and plan together for an allotted amount of time set by each site. A

committee made up of site administrators and teachers will create the staff development calendar for these meetings. If meetings are held in the morning, teachers will be released a reasonable amount of time before the start of school. In addition, staff meetings may be called after school to take up school business that was otherwise was not completed in the regularly scheduled meetings. It is at the discretion of the Principal to cancel these meetings.

6.2.2 Each teacher will be given 1/6 of a class schedule devoted to preparation time. If this time shall be spent off campus, the teacher needs to notify principal or designee.

6.2.3 For full-time unit members, there will be a duty free lunch period that is equivalent to that of the students but not less than 30 minutes.

6.2.4 Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other unit members. Adequate time to travel between sites shall be provided. Further, unit members shall be reimbursed for actual miles driven between sites at the current IRS mileage rate.

## Article VII—Savings

7.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

7.2 It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

## Article VIII—Statutory Changes

8.1 Improvements in benefits included in this Agreement which is brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.

8.2 Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this Agreement shall apply.

## Article IX—Professional Responsibilities

9.1 It is understood and agreed that the AMU retains the power and authority to lead students to academic success; work collaboratively and team teach; participate in school leadership and parent outreach; and organize students toward community service. To the extent possible input from the Board will be considered for all issues when appropriate.

9.2 The AMU retains the right to question policies and decisions and will expect in situations where mistakes are made that remedies will be discussed and worked out for future so that mistakes will not be repeated. The AMU understands that in the formative years of a school, certain flexibilities are necessary to build a school. The AMU recognizes that for Animo Leadership Charter High School to succeed the AMU and the Board must maintain fluid communication and a willingness to work out issues and concerns with students' interests at the basis of each decision.

## Article X—Discrimination

10.1 The Board is aware of and acknowledges the following state and federal statutes prohibiting discrimination: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the Education Code Sections 44100, 44105, and 44830, Public Law No. 101-336, Education Code Sections 172.5, 172.6, and Government Code Section 3543.5. Further, the Board is aware and acknowledges that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, age, physical disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement. The remainder of this article represents the agreement between the Board and AMU to implement the prohibitions delineated herein. Further, nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.

10.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

## Article XI--Student Discipline

11.1 Unit members are encouraged to use effective practices for addressing student discipline. Green Dot will work this summer ('03) to write an Employee Handbook that will outline the discipline procedures utilized at the school sites. AMU and administrators will work out a system to effectively handle discipline situations. Our goal at Green Dot is to be able to create a supportive environment where all parties are aware of the consequences and limits. Each member of Green Dot shall work together to uphold the agreed upon

student discipline plan. Each year this plan will be re-visited by the staff to make any necessary modifications.

11.2 Unit members shall immediately report cases of assault suffered in connection with their employment to their principal or immediate supervisor and to the local law enforcement. The Board or designee shall comply with any reasonable request from the unit member for information in the possession of the Board relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, local law enforcement and the courts.

11.3 To ensure the safety of staff and other students, in the event that a student brings a firearm to any school site or brandishes a weapon with the intent to do bodily harm, the administrator will automatically suspend the student until the expulsion hearing and will recommend expulsion. Any student who brings a weapon to a school site will be suspended from school for five (5) days and the administrator will recommend the consideration of expulsion to the Green Dot Board.

## Article XII--Maintenance of Standards

12.1 The Board shall not reduce or eliminate any benefits or professional advantages, which were enjoyed by unit members as of the effective date of this Agreement.

12.2 This Agreement shall supersede any rules, regulations, or practices of the Board, except as provided in Section 12.1 above, which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.

12.3 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is arbitrary, capricious, or discriminatory.

12.4 The parties shall administer this Agreement, all its terms, and the work rules, which implement this Agreement with uniform application and effect. The parties shall treat all bargaining unit members equitably in the interpretation of this Agreement, its terms, and the work rules, which implement this Agreement.

12.5 The parties represent that they know and understand that California law deems an implied covenant of good faith and fair dealing, to be a term and condition of this Agreement.

## Article XIII—Modification or Waiver of Provisions

13.1 The Parties to this agreement recognize that there may exist circumstances where specific modifications or waiver of provisions may be mutually deemed desirable. Such agreements to modify or waive provisions shall be specific as to the provisions affected, set forth in writing, signed and dated by the parties.

## Article XIV—Conflict Resolution

Green Dot encourages free and open communication from employees and other individuals and groups within the community regarding compliments, suggestions, questions, and complaints about any part of the school program or any Green Dot employee

14.1 Definitions

14.1.1 A " complaint" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, a violation of the right to fair treatment, or a violation, misapplication, or misinterpretation of any law, Board policy, or regulation.

14.1.2 The "grievant" is the unit member, unit members, or the Association making the claim.

14.1.3 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 complaint

14.2 Rights of Representation

14.2.1 A grievant may be represented at all stages of the grievance by an Association representative(s).

14.3 No Reprisals

14.3.1 No reprisals of any kind will be taken by the Board or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

14.4 Procedures

If a unit member has a complaint, it helps to bring it to the attention of the correct people. In general, if a unit member has a complaint that does not involve discrimination or harassment, the unit member should communicate first with the school and then with the appropriate person in the Green Dot administration. Please follow the steps below:

Informal Level

14.4.1 Every effort should be made to resolve the complaint informally between the grievant and the supervisor involved. This conference shall take place within

fifteen (15) days of the occurrence or omission or the realization of the occurrence or omission.

Level One

14.4.2 If the complaint is not resolved with the grievant, a concise summary of the complaint shall be submitted to the principal in writing within seven (7) days, detailing the article or articles of the contract allegedly violated and any supporting documents or materials. A conference shall take place within five (5) days. A written memo will be returned by the principal within five (5) days of the occurrence of the conference.

Level Two

14.4.3 If the complaint is not resolved with the grievant, either side may appeal to the Board President or designee and within fifteen (15) days the Board President or designee will facilitate another meeting to come to resolution. Resolution of the complaint will be discussed and a written memo will be returned within five (5) days of the occurrence of the conference by the Board President or designee.

Level Three

14.4.4 If the complaint is not resolved with the grievant then the situation may be given to the Board. The Board will hear the issue at it's next scheduled meeting and a written memo will be returned within five days by the Board President. In the event that the issue cannot be addressed by the Board within thirty (30) days the complaint may be taken to mediation/arbitration as detailed in Article 14.4.5.

Level Four

14.4.5 If the complaint is not resolved with the grievant, AMU may request that a conciliator/mediator from the California Mediation/Conciliation Service or any other mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the complaint.

Level Five

14.4.6 The mediator, within ten (10) duty days of the request shall meet with the grievant, AMU and the Board for the purpose of resolving the complaint.

14.4.7 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, AMU and the Board. This agreement shall be nonprecedential and shall constitute a settlement of the complaint.

14.4.8 In the event that the grievant, AMU and the President or her/his designee have not resolved the complaint with the assistance of the conciliator/mediator within ten

(10) duty days from the first meeting held by the conciliator/mediator, the conciliator/mediator shall be empowered to render a decision on the complaint. The decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The conciliator/mediator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the conciliator/mediator is empowered to include in any award such financial reimbursement or other remedies as she/he judges to be proper. The decision of the conciliator/mediator shall be submitted to AMU and the Board and will be final and binding upon the parties. If any question arises as to the arbitrability of the complaint, such question will be ruled upon by the conciliator/mediator only after she/he has had an opportunity to hear the merits of the complaint.

14.4.9 All costs for the services of the conciliator/mediator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the Board and AMU. All other costs, except for released-time for the grievant(s), AMU representative(s), and witnesses, shall be borne by the party incurring them.

14.5 Miscellaneous

14.5.1 AMU, either in its own behalf or in behalf of more than one affected unit member, may initiate a complaint at 14.4.3

14.4.9 If a complaint arises from action or inaction of the Board at a level above the principal or immediate supervisor, the grievant shall submit such complaint in writing directly to the President and AMU with the processing of such complaint to commence at 14.4.3

14.5.3 When it is necessary for a representative designated by AMU to investigate a complaint or attend a complaint meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

14.5.4 All documents, communications and records dealing with the processing of a complaint shall be filed in a separate complaint file and will not be kept in the personnel file of any unit member.

14.5.5 Upon mutual agreement of AMU and the Board, a complaint may be taken directly to conciliation/mediation.

## Article XV—Safety Conditions

15.1 The employees shall be responsible to report, in writing to his/her immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working condition. A response will be provided to the employee within a time frame, which reflects the urgency of the concern, but in no event later than two weeks.

15.2 The Board shall assume the responsibility to investigate all conditions, which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary steps to have the conditions remedied. The Board shall institute such emergency safety precautions as deemed necessary.

15.3 Unit member who elect to drive students on an extra curricular field trip shall have the prior approval of the principal. All drivers shall present a valid driver's license and proof of liability insurance. As required by State Law, in case of accident the driver's insurance shall be primary, the Board's secondary.

15.4 Employees shall continue to assume liability for their own vehicles.

15.5 Should a unit member's vehicle be damaged or stolen on school property, the Board will reimburse the employee up to the amount of their deductible or $250, whichever is lesser. The burden of proof for demonstrating that the damage occurred on school property shall rest on the employee.

15.6 Personal property, which is to be used within the classroom for instructional purposes, must be registered in the school office and authorized by the administrator in charge before being brought onto the campus. All such items must be insured by the unit member. The Board will be responsible for damages or theft to said items up to the amount of the insurance deductible.

## Article XVI –Class Size

16.1 The Board shall maintain a staffing ratio of no more than twenty-four (24) pupils to one full time classroom teacher.

16.2 If any individual class exceeds thirty three (33) students, there will be a conference between the affected teacher and the principal. Through this dialogue options will be discussed to offer ameliatory measures, e.g., lower class sizes in other sections, instructional aide support, limited adjunct supervisorial duties, additional curricular support materials, and other ideas which may come into the discussion.

## Article XVII—Organizational Security

17 .1 Dues Deduction

17.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the AMU. The Board shall deduct other voluntary payments as authorized by unit members and the AMU. AMU members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues, initiation fees, and general assessments, upon formal written request from the AMU to the Board, shall be increased or decreased without re-solicitation and authorization from unit members.

17.1.2 Any unit member who is a member of the AMU or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the AMU. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

17.1.3 With respect to all sums deducted by the Board pursuant to Section 17.1.1 above, the Board agrees to remit such moneys promptly to the AMU accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

17.2 Maintenance of Membership

17.2.1 The AMU and the Board agree that any unit member who is a member of the AMU at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the 30 day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the AMU with a lump sum cash payment of dues for the year, the Board shall deduct membership dues as provided in Education Code Section 45601 and in the same manner as set forth in Sections 17.1.1 and 17.1.2 above.

17.3 Agency Fee

17.3.1 Any unit member who is not a member of the AMU, or who does not make application for membership within 30 days of the effective date of this

Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the AMU or pay to the AMU a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the AMU in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the AMU, the AMU shall so inform the Board, and the Board shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the AMU for such mandatory agency fee deductions.

17.3.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the AMU as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

17.3.2.1 Foundation to Assist California Teachers

17.3.2.2 Christa McAuliffe Institute for Education Pioneering

17.3.2.3 Hilda Maehling Grants Program

17.3.2.4 Cesar Chavez/Martin Luther King, Jr. Memorial Scholarship Fund

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The AMU executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

17.3.3 Proof of payment shall be made on an annual basis to the AMU and Board as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

17.3.4 With respect to all sums deducted by the Board pursuant to sections above, whether for membership dues or agency fee, the Board agrees to remit such moneys promptly to the AMU accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to

membership or non-membership in the AMU, and indicating any changes in personnel from the list previously furnished.

17.3.5 The AMU and Board agree to furnish to each other any information needed to fulfill the provisions of this Article.

## Article XVIII—Discipline

18.1 No unit member shall be disciplined, non-renewed, dismissed, reduced in rank or compensation without just cause.

## Article XIX—Retirement

19.1 All unit members shall be participants in the State Teachers Retirement System.

## Article XX—Subcontracting

20.1 The parties to this agreement recognize that the duties and work performed by the bargaining unit described in Article 2 above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit

20.2 Any changes to this provision shall be subject to the meeting and negotiating process described in the Educational Employment Relations Act.

20.3 The appropriateness of the placement of any newly created position shall first be discussed by the parties and then subject to the unit clarification provisions of the Educational Employment Relations Act.

20.4 The parties recognize that this article is intended to preserve work currently performed by members of the bargaining unit and to provide a process to determine appropriate placement of newly created positions. Nothing in this article is intended to change current Board practices regarding the hiring of employees.

## Article XXI--Assignments and Transfers

21.1 Definitions

An "Assignment" is the placement of a unit member in a course for which they hold an appropriate credential.

A "Re-assignment" is the movement of a unit member from one course or subject area to another or from one grade level to another.

A "Transfer" is move from one Green Dot School Site to another. The transfer may involve a change in grades or subject area as long as the move involves changing worksite.

An "Incumbent unit member" is a currently employed, credentialed unit member.

A "Vacancy" is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

21.2 Assignments

21.2.1 On or before January 15th of each year, the Board will distribute to all unit members a notice of intent to return. On or before February 14 of each year all bargaining unit members must sign a notice of intent to return in order to assure assignment with Green Dot for the following school year. Members who indicate that they do not intend to return may change their election until April 1 of each year and will be assured an assignment for the following year. The unit member and Green Dot may extend the April 1 deadline by mutual written agreement.

The notice of intent to return may include a statement of preferred assignment for the following school year. Absent such a statement, the assumption is that the bargaining unit member desires to continue in their current assignment, and, if they have satisfactory evaluations, shall be so assigned.

21.2.2 In determining initial assignments for the following year for teachers desiring a change within their existing department the following procedure shall be followed.

On or before March 1st of each year, the Board shall provide each Department with the list of classes for the following year. Each Department shall meet to mutually determine initial assignments for the following year. The Department shall present the list of initial assignments to the Principal on or before March 14th of each year, including any positions remaining open.

21.2.3 Following the posting of open positions and the initial hiring of new certificated personnel, the initial assignments may be reviewed. Department members will consult with the goal of reaching mutual agreement on final assignments for the following year.

21.2.4 In the event that mutual agreement is not reached in either of the preceding sections, the Board shall make the final determination on assignments using the following criteria:

- Legal requirements and qualifications
- Satisfactory evaluation
- Expertise and relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at the site shall be the determining factor.

21.3 Reassignments

In determining initial assignments for the following year for teachers desiring a reassignment outside their existing department the following procedure shall be followed.

1) The opening shall be posted as part of the open hiring process
2) Preference shall be given to incumbent unit members with satisfactory performance and appropriate credentialing by the Hiring Committee.
3) The Hiring Committee shall make a recommendation on hiring to the Board
4) The Board will hire based on the recommendation of the Hiring Committee and the Principal.

Unit members shall be notified of their final assignments for the next school year on or before May 1.

If a request for reassignment is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reason(s) for the denial. Following the meeting the unit member shall, upon request, receive written reason(s) for the denial.

21.4 Voluntary Transfers

A member may request a transfer at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer after the posting of a vacancy notice.

In determining initial assignments for the following year for teachers desiring a transfer, the following procedure shall be followed.

1) The opening shall be posted as part of the open hiring process
2) Preference shall be given to incumbent unit members with satisfactory performance and appropriate credentialing by the Hiring Committee.
3) The Hiring Committee shall make a recommendation on hiring to the Board.
4) The Board shall hire based on the recommendation of the Hiring Committee and the Principal.

The Board shall, upon request of the unit member, deliver in writing, the reason(s) that the unit member was not selected to fill the vacancy, which may include demonstrable financial need.

21.5 Involuntary Transfers

Involuntary transfers may only be made for just-cause and if no qualified voluntary applicants come forward.

21.6 Vacancies

Upon knowledge of vacancies, the Board shall deliver to the Association and post at all work sites a list of all vacancies for the next school year that they are aware of. The list shall contain:

- A closing date, which is at least ten (10) working days following the posting date
- A job description
- Credentials and qualifications necessary to meet the requirements of the position

Unit members shall, upon request, be notified by mail of any vacancies which may arise during the summer recess or a period of leave. The unit member's request must be in writing and must include a mailing address.

Vacancies shall be filled using the process described in section 21.3 above.

The Board shall, upon request of the unit member, deliver in writing, the reason(s) that the unit member was not selected to fill the vacancy.

## Article XXII—Evaluation

22. 1 It is understood and agreed by the parties that the principle objective in evaluation is to improve the quality of instruction at Green Dot Schools. It is a formative process in which professional goals are linked to classroom practice. The goal of the process is to support and nurture effective teaching strategies with on-going feedback and reflection.

22.2 Frequency

Each unit member shall participate in the Animo Professional Achievement Process each year.

22.3 Goal Setting

22.3.1 Unit members being evaluated and their evaluator shall meet no later than September 30th to jointly set goals and benchmarks.

22.3.2 If mutual goals and benchmarks are not agreed to then the unit member and the evaluator shall make a good faith effort to resolve the differences themselves. If they are unable to reach consensus on the goals and benchmarks, the evaluator may mandate one (1) goal and associated benchmarks per year.

22.4 Constraints

The unit member may specify, in writing, any constraints which the unit member believes inhibit his/her ability to meet the goals and benchmarks set in section 22.3 above

22.4 Changes

During the course of the evaluation period circumstances may change which require modification of the original objectives. The unit member or the evaluator may initiate a change of these objectives.

22.5 Required Elements

The evaluation process shall include all of the following components:

22.5.1 Formal Observations—There will be one formal observation each semester.

Each formal observation will:

- Be scheduled in advance
- Utilize lesson plans provided by the unit member to the evaluator a minimum of one (1) day prior to the observation.
- Be followed by a post-observation conference no later than five (5) days after the observation occurs.

22.5.2 Informal observations (walk-through)—on an on-going basis

22.5.3 Peer observations (buddy system)—on an on-going basis

22.5.4 Reflective journal

One required reflective journal entry to be completed prior to each of the following dates:

- For continuing teachers: October 31, January 15, March 15.
- For first year teachers: November 15, January 15, March 15

The journal entries may reflect on the data contained in the Assessment and/or Teaching Strategies Logs or on other subjects as may be mutually agreed to. In addition, each

teacher is required to provide a reflective journal entry on the implementation of the Leadership Curriculum.

Journal entries may be based on reflective questions contained in Appendix A or may be of the unit member's own creation.

22.5.5 Portfolio

A portfolio which shall include the materials designated in the "Portfolio for APAP" included in Appendix A and other relevant materials as may be mutually agreed to.

22.5.6 Logs

Logs of Assessment and Teaching Strategies

22.6 Final Review

Prior to May 15th of each year the unit member and the evaluator shall meet to jointly review the unit member's progress towards their goals and objectives. This meeting may also be used to begin the process of setting goals for the next year.

22.7 Forms

The forms and procedures contained in the APAP process and all other forms used in the evaluation process shall be subject to the mutual agreement of the Association and the Board.

22.8 Administrative Review

Each administrator shall participate in the APAP process each year.
Each administrator shall meet with a committee of no more than three teachers, each representing a different department, to mutually establish goals and benchmarks. The Association shall make the selection of bargaining unit committee members.
The process for administrative evaluation shall be as described above for bargaining unit members.

## Article XXIII--Review of Individualized Educational Programs (IEP)

23.1 The regular classroom teacher will be informed of and have immediate access to view the Individualized Educational Program for each individual with exceptional needs coming from Green Dot schools on the first day of the school; IEPS for students in their first year in Green Dots schools will be made available for viewing as soon as possible.

23.2 When a regular classroom teacher requests a review of any part of the Individualized days of the teacher's request in order to attempt solution of any schedule or program

problems without a major modification of the IEP. [2] A formal meeting Educational Program of an individual with exceptional needs the following process will be implemented: [1] an informal review/staffing by the special education and regular classroom teachers and any other staff member involved with the student's program will be held within ten (10) school of the school site Eligibility and Planning Team including the parent to review the IEP will be scheduled as soon as practicable, not to exceed thirty (30) school days of the informal review if the issues were not resolved at that first meeting. Site director may be called upon to assist in resolution of any conflict over the student's IEP.

23.3 All teachers will be informed of upcoming IEPS/ Tri-annuals. The teachers and principal will determine who will sit on the IEP. All teachers will be asked for written input one week prior to the IEP.

## Article XXIV--Term

This Agreement shall remain in full force and effect up to and including June 30, 2003; and thereafter shall continue in effect year-by-year until June 30, 2006 unless one of the parties notifies the other in writing by June 30th, of its request to modify, amend or terminate the Agreement.

Any provisions of this Agreement that are not requested to be modified, amended or terminated as indicated in the parties' initial proposal presented for the new Agreement to be negotiated, shall remain in full force and effect and be automatically adopted and incorporated in the new Agreement.

## Article XXV--Parental complaints

25.1 Complainants shall first attempt to resolve the complaint informally with the involved employee. Within seven (7) days an informal meeting shall be arranged between the complainant and the employee. A third party may be present to assist in facilitating the meeting.

25.2 In the absence of informal resolution of a parent or guardian's complaint, the complainant may, within seven (7) days of the informal meeting, direct the complaint to the employee's supervisor who shall hear the complaint.

a) Within 3 days following the receipt of a public complaint, the immediate supervisor shall notify the involved employee of any public complaint, which could be reasonably expected to result in discipline of the employee.

b) The immediate supervisor shall investigate the complaint, providing both parties every opportunity for explanation, comment and presentation of facts as a basis for assessment and resolution.

c) The immediate supervisor shall present the proposed outcome to the parties within ten (10) days.

25.3 If either the complainant or employee wishes to appeal the decision of the immediate administrator he/she shall forward the complaint in writing to the office of the Board or designee with a written request for review of the decision within three (3) days. A copy of this request for review shall be sent to the other party concerned. The decision of the Board of Trustees shall be final and binding on all parties.

## Article XXVI – Peer Assistance and Review

The Board and the Association agree to establish a joint committee to establish procedures to implement a Peer Assistance and Review Program for Animo unit members. It is the intent of the parties to develop and implement a program during the term of this agreement and incorporate the same into this article.

## Article XXVII—Negotiations

27.1 No later than June 30th of the year in which this Agreement expires, the Association and Board shall submit their initial proposals to each other for a successor Agreement. The Board shall give proper public notice of such proposals at the first Board of Directors meeting following the submission of the proposals

27.2 The parties shall commence to meet and negotiate on re-openers or a successor Agreement beginning no later than five (5) days after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them.

27.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall have sufficient copies prepared and delivered to the Association for distribution to each unit member in the unit plus one (1) for each site and five (5) for use by the Association. The District shall give a copy of the Agreement to any new bargaining unit members it hires during the term of the Agreement.

27.4 Negotiations meetings will be scheduled as mutually agreed upon by both parties. Association representatives appointed for the purpose of meeting and negotiating will receive release time from duties without loss of compensation as per the EERA. (Govt. Code Section 3543.1).

## Article XXVIII--Leave Provisions

28.1 Personal Illness and Injury Leave

28.1.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who

work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week that scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

28.1.2 Unit members with perfect attendance will be awarded a 20% bonus of their 10-unused leave days at the end of the year. Percentage will be based on substitute rate.

After all accumulated leave is exhausted; additional non-accumulated leave shall be available annually for a period, not to exceed one hundred work days, exclusive of vacation time, provided that the provisions of 28.1.1 above are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute.

28.1.3 At the beginning of each school year, notification of accrued sick days will be distributed to each unit member. Effective July 1, 2006 pay warrants shall record accumulated sick days.

28.1.4 Whenever possible, a unit member must call the Principal as soon as the need to be absent is known, but in no event less than one-and-a-half (1-1/2) hours prior to the start of the work day unless it was an emergency to permit the employer time to secure a substitute service. Failure to provide adequate notice is grounds for disciplinary action.

28.1.5 Unit members may report their absence as a one-day only absence. If the absence needs to be extended the unit member needs to notify the principal or designee as soon as possible. This practice can help assure consistency of coverage.

28.1.6 In the event that a member requests a sub and decides to attend work anyway the unit member will still be using up a sick day.

28.1.7 A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.

28.1.8 Unit member shall be entitled to sick days accrued from previous employment in a school district, charter school or public school.

28.2 Personal Necessity Leave

28.2.1 A unit member may use, at her/his election, up to seven (7) days of unused sick leave for the purpose of personal necessity leave.

28.2.2 Unit members shall submit notification for personal necessity leave to their immediate supervisor at least one (1) day prior to the beginning date of the leave,

except where extenuating circumstances make this impossible. Such leave may be used at the discretion of the unit member who shall not be required to give verification or explain the reason for the leave.

28.3 Bereavement Leave

28.3.1 A unit member shall be granted leave of absence for the death or imminent death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three (3) days, unless travel of more than 200 miles is required; in such case the length of the leave shall be for five (5) days.

28.4 Leave Rights

28.4.1 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense.

28.4.2 A unit member returning from any type of paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave. A unit member returning from any type of unpaid leave shall be entitled to return to the same position and assignment she/he had prior to the leave unless that position was filled in her/his absence with a unit member, and in such case the returning unit member shall be entitled to an equivalent position.

28.5 Industrial Accident Leave

28.5.1 Unit member shall be entitled to industrial accident and illness leave according to the provision in Education Code Section 44984 which has qualified for worker's compensation under the provisions of the existing insurance carrier.

28.5.2 Such leave shall not exceed sixty (60) days during which the school is in session or when the employee would otherwise have been performing work for the Board in any one fiscal year for the same industrial accident or illness.

28.5.3 A unit member claiming an industrial accident or illness leave shall be subject to examination by a physician designated by the Board's insurance carrier, or a physician previously designated by the unit member to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

28.5.4 During any industrial accident or illness paid leave of absence, the unit member shall endorse to the Board the temporary disability and indemnity checks received on account of the industrial accident or illness. The Board, in turn, shall issue the

unit member appropriate salary warrants for payment of salary less normal deductions.

28.6 Judicial Leave

28.6.1 It is encouraged for teachers to attend to jury duty during vacation time.

28.6.2 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror for up to five days of pay reimbursement.

28.6.3 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the school site so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

28.7 Leaves Without Pay

The applications for and granting of such leaves of absence shall be in writing to the principal. Applications shall be given careful consideration and any denial will be set forth in writing with reasons on the basis of the best interest of the organization.

Unit members on leaves without pay shall be permitted participation in the Board Insurance Programs by making premium payments directly to the Board. In addition, a unit member on such leave shall notify the Principal by March 1st of the school year as to the intent to return to employment in the school. Failure to notify may be considered an abandonment of position and forfeiture of all insurance benefits.

28.7.1 Child Bearing Preparation and Child Rearing

28.7.1.1 Unit members may use their accrued personal illness and injury leave for purposes of preparation for child birth, post-birth bonding or adoption.

28.7.1.2 Upon exhaustion of their accrued personal illness and injury leave, unit members may request the donation of additional leave time from other bargaining unit members. The donated leave will be deducted from the accrued personal illness and injury leave of the member who donates it. No member may contribute more than one (1) additional day of leave per incident.

28.7.1.3 The total amount of paid leave for purposes of preparation for child birth, post-birth or adoption shall be limited to a maximum of fifty (50) days.

28.7.1.4 Notwithstanding any other section of this article, receipt of donated leave is contingent upon the agreement of the recipient of such leave returning for a minimum of one (1) additional year of employment at Green Dot Public Schools. This condition may be waived by the mutual agreement of the parties.

28.7.1.5 Upon the exhaustion of accrued and donated personal illness and injury leave, leave without pay shall be granted to a unit member for preparation for child bearing, for child rearing, or adoption.

28.7.1.6 There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation or increment, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status.

28.7.1.7 If a teacher is on leave for child bearing or child rearing and in the event of a miscarriage or death of child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is no vacancy for which a unit member is qualified, the Board will assign the teacher to a position as soon as practicable.

28.7.2 Family Care and Medical Leave

Under state and federal law, unit members who have served the Board more than 12 months and have at least 1,250 hours of service with the Board during the previous 12-month period, have the right to an unpaid family care and medical leave of up to 12 work weeks in a 12-month period for the birth of a child, for the placement of a child for adoption or foster care, for the serious health condition of their child, parent or spouse, or for their own serious health condition which makes them unable to perform their job. When granting this leave, the Board guarantees reinstatement to the same or a comparable position at the end of the leave, subject to any exceptions or limitations provided by law.

If possible, at least 30 calendar days written advance notice must be provided for foreseeable events such as the expected birth of a child or the planned medical treatment of yourself or a family member. For events which are unforeseeable 30 days in advance, the Board must be notified as soon as practicable. Failure to comply with these notice rules is grounds for, and may result in, denial or deferral of the requested leave until this notice policy is complied with.

28.7.3 Miscellaneous Leaves Without Pay

Upon recommendation of Board President and approval by the Board of Trustees, leave without compensation, increment or tenure credit, may be

granted for a period not to exceed one school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the Board.

## Article XXIX--Compensation

29.1 The salary schedule shall be as set forth in Appendix A and reflects a 2% increase over the salary schedule in effect during the 2004-2005 school year.

29.2 A committee which includes unit members shall be formed at each site to discuss the distribution of stipends and other forms of compensation including release time for services provided outside of the normal instructional day. A process for distributing stipends shall be developed and documented at each site. The discussion shall include compensation for unit members who have three or more preparations. A draft stipend schedule shall be published no later than the last day of school at each site. A stipend schedule shall be published no later than September 30 of each school year.

29.3 Salary schedule advancement shall be based on graduate semester units or the equivalent in quarter units. To qualify for advancement, the units must:

1) Be earned at an accredited college or university; and

2) Reasonably relate to the unit member's assignment; or

3) Reasonably relate to educational theory or practice

Credit towards advancement for units that are not graduate units or that do not meet the criteria in 1 and 2 or 3 above may be granted if pre-approval is given in writing by the unit member's immediate supervisor.

If pre-approval is denied, the unit member may appeal to a joint Green Dot/AMU committee for resolution.

29.4 Unit members who are required to cover classes during their preparation period(s) shall receive compensation at pro rata of the daily substitute rate for each period covered. Members shall record the coverage hours on the appropriate form and submit the form no less frequently than once a month.

## Article XXX—Benefits

30.1 For the 2005-2006 plan year, the benefits shall be as described in the Memorandum of Understanding Regarding Compensation and Benefits signed on September 8, 2005.

Green Dot Public Schools (GDPS) shall pay all premium costs for the provision of medical, dental and vision coverage for certificated bargaining unit members and their eligible dependents for each of the successive twelve months provided that unit members select either of the Health Maintenance Organization (HMO) options for medical benefits. Unit members who select the Preferred Provider Organization (PPO) option for medical benefits shall have the cost difference between the PPO and HMO options deducted from their payroll warrants monthly.

If subsequent to October 1, 2005, the average benefit contribution for all GDPS employees is calculated to be less than $525 monthly per employee, GDPS shall allocate the sum of the difference between the actual average monthly cost per employee and $525 equally to all employees who elect PPO options and whose first date of service with GDPS occurred on or before July 1, 2005.

Notification of this agreement and its potential impacts shall be clearly communicated in writing to all unit members by GDPS during the open enrollment period. Unit members electing the PPO option shall receive a written statement of their maximum monthly contribution to health insurance premiums at the time of their enrollment. If such statement is not provided, GDPS shall pay the full cost of medical benefits for the unit member regardless of their plan choice.

The parties acknowledge that this agreement may undergo significant change in the course of the collective bargaining process and that additional unit member compensation and/or costs may result when a comprehensive tentative agreement is concluded.

30.2 For the 2006-2007 plan year, Green Dot shall pay all medical, dental, vision and life insurance premiums for AMU members at the HMO rate.

30.3 For the 2006-2007 plan year, Green Dot shall pay 75% of the difference between the premiums for HMO plans and PPO plans for those unit members whose first paid service occurred prior to of June 15, 2005 and were enrolled in those plans as of that date. Unit members shall have the difference in cost between 75% of the difference and the actual premium costs deducted from their pay on a monthly basis.

30.4 Unit members who elect the PPO plans and whose first date of paid service occurred subsequent to June 15, 2005 shall have the full amount of the difference between the premium costs of the HMO plans and the PPO plans deducted from their pay on a monthly basis.

## Article XXXI--Layoffs

31.1 Layoffs may occur at that the end of the year due to programmatic changes or a reduction in funds.

31.2 There shall be no layoffs during current school year unless mutually agreed upon by union and management.

31.3 Notice of layoffs for the subsequent year will be determined by May 15th.

31.4 If a layoff takes place the following criteria will be used:

- Legal requirements and qualifications
- Satisfactory evaluation
- Expertise and relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at the site shall be determining factor.

## Article XXXII--Assignability of Agreement

32.1 This Agreement is assignable.

32.2 The Board agrees to reasonably involve the Association in any decision leading to a corporate merger, affiliation, change of affiliation, employer or transfer of employees. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counterproposals in writing. The Board shall take final action only after such involvement.

32.3 Terms and conditions of the assignment of this Agreement shall be developed with reasonable involvement of the Association. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counterproposals in writing. The Board shall take final action only after such involvement.

32.4 The current collective bargaining agreement shall continue in full force and effects subsequent to any actions taken above.

## Article XXXIII--Professional Growth

33.1 The parties to this agreement recognize that in order for Green Dot to maintain its organizational vigor and best serve its students it is necessary to develop a systematic, on-going, program of professional growth and development.

33.2 The parties further recognize that the professional development of Green Dot faculty is both a personal and institutional responsibility of the unit members, their Association and the Board.

33.3 The parties commit to jointly plan in-service programs that will further professional development of individual unit members and advance the mission of Green Dot.

33.3.1 Not later than thirty (30) days following the commencement of each school year the Association and the Board will appoint not less than two (2) representatives

each to a committee whose responsibilities shall be to develop in-service activities for that school year.

33.3.2 Not later than thirty (30) days following the execution of this agreement the parties will meet to define the scope of the in-service program as it relates to the above objectives.

33.3.3 It shall be the responsibility of the above committee to recommend to the Board a budget deemed appropriate to accomplish the jointly agreed to annual in-service activities.

33.4 The parties to this agreement will work together to foster partnerships with institutions of higher education to provide resources for the development of Green Dot and its faculty members.

33.5 It is the intent of the parties to maintain an on-going financial commitment to assist unit members in their formal professional development.

33.5.1 Fairness and equal access to such assistance shall be deemed to be critical elements in the professional development assistance program.

33.5.2 AMU unit members and Green Dot believe that making release time available to unit members to observe educational practices of their colleagues or other skilled practitioners is an important component of teacher professional development and it is the intent of the parties to include this practice within broader teacher professional development programs at each school site.

## Article XXXIV—School Leadership

34.1 Each school site and the Association agree to establish a teacher led school environment, where teacher talents will be utilized to their fullest potential, offering perspectives in administrative, curricular and extra-curricular decision making.

34.2 The Association shall be allowed to participate during Board of Directors meetings as appropriate. The Association shall receive all proposed Board Agendas in advance and shall receive the minutes of all Board meetings. The Association shall receive reasonable release time to attend Board Meetings held during the workday.

34.3 At each site the Association shall have representation on all Leadership bodies. The exact composition and authority of those bodies may differ from site to site.

34.4 The Association shall have representation in the design of all curricula and in the selection of all curricular materials.

34.5 The Association shall have representation in the design of all extra-curricular activities.

## Article XXXV-- Effect of Agreement

35.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board 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, Board practices and procedures shall prevail.

## Article XXXVI-- No Strike, No Lockout

36.1 There shall be no strike conducted by the Association during the term of this agreement

36.2 There shall be no lockout conducted by the Board during the term of the agreement

36.3 Violations of this Article shall be remedied through the Binding Arbitration provisions of this agreement or the processes of the Public Employment Relations Board as is appropriate

36.4 It is understood that the provisions of this article are not in effect during any negotiations pursuant to re-opener provisions of this agreement and shall lapse at the expiration of this agreement.

36.5 Nothing herein shall be deemed to in any way waive or impede the exercise of rights under the EERA, State or Federal statutory or constitutional law.

## Article XXXVII – Calendar

37.1 A committee which includes unit members shall be formed at each site to determine the calendar for the following academic year. The calendar shall be provided to all stakeholders no later than May 31.

37.1.1 In the event that significant changes in calendar are contemplated, the committee shall reconvene and reach agreement on the changes.

37.1.2 When calendar changes are made, all unit members shall make all reasonable efforts to re-arrange any personal plans they've made under the old calendar. Unit members shall be held harmless from disciplinary action for plans made under an agreed upon calendar which is changed subsequent to the finalization of those plans.

APPENDIX A - TEACHER SALARY SCHEDULE

| Step | Column | | | | | |
|---|---|---|---|---|---|---|
| | I | II | III | IV | V | VI |
| 1 | $43,381 | $43,778 | $45,749 | $46,892 | $48,299 | $49,506 |
| 2 | $43,598 | $44,041 | $46,320 | $47,830 | $49,265 | $50,496 |
| 3 | $43,816 | $44,327 | $47,479 | $49,442 | $51,359 | $52,643 |
| 4 | $44,036 | $44,660 | $48,665 | $51,136 | $53,497 | $54,835 |
| 5 | $44,036 | $44,660 | $50,125 | $53,360 | $55,682 | $57,073 |
| 6 | $44,036 | $44,660 | $52,255 | $56,221 | $57,908 | $59,356 |
| 7 | $44,036 | $44,660 | $54,477 | $58,426 | $60,179 | $61,683 |
| 8 | $44,036 | $44,660 | $56,791 | $60,670 | $62,490 | $64,053 |
| 9 | $44,036 | $44,660 | $59,063 | $62,954 | $64,843 | $66,465 |
| 10 | $44,036 | $44,660 | $61,278 | $65,277 | $67,235 | $68,917 |
| 11 | | | | $67,725 | $69,757 | $71,501 |
| 12 | | | | | $72,372 | $74,182 |

| | |
|---|---|
| **Column I** | Bachelor's Degree |
| **Column II** | Bachelor's Degree, plus 15 semester units beyond B.A. |
| **Column III** | Bachelor's Degree, plus 30 semester units beyond B.A. including Valid Subject area Teaching Credential or Emergency Credential with Subject Area Masters |
| **Column IV** | Bachelor's Degree, plus 45 semester units beyond B.A. including Valid Subject area Teaching Credential Or Masters Degree w/ Valid Subject area Teaching Credential or National Board Certification w / Valid Subject area Teaching Credential. |
| **Column V** | Bachelor's Degree, plus 60 semester units beyond B.A. including Valid Subject area Credential Or Masters Degree / National Board Certification plus 15 units & Valid Subject area teaching Credential |
| **Column VI** | Bachelor's Degree, plus 75 semester units beyond B.A. including Valid Subject area Credential Or Masters Degree / National Board Certification plus 30 units & Valid Subject area teaching Credential |