AGREEMENT
BY AND BETWEEN THE
EARLIMART TEACHERS
ASSOCIATION
CTA/NEA

AND THE

EARLIMART SCHOOL DISTRICT

2015-2017
(2016-2017 Reopeners)

Prepared and Printed for your use by the Kings/Tulare UniServ Unit, Inc. / CTA / NEA
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ARTICLE I: AGREEMENT
1.1 The article and provisions contained herein constitute an agreement between the Governing Board of the Earlimart School District ("Board") and the Earlimart Teachers Association, an affiliate of the CTA/NEA ("Association"), an employee organization.
1.2 This Agreement is entered into pursuant to the provisions of the Educational Employment Relations Act.

ARTICLE II: RECOGNITION AND SCOPE OF AGREEMENT
2.1 The District recognizes the Association as the exclusive representative of an appropriate unit of certificated employees for the purpose of representation on matters within the scope of the Educational Employment Relations Act.
2.2 Included within such unit shall be all regular certificated employees of the District, exclusive of the following: Superintendent, Directors, Principals, Vice-Principals, Speech Pathologist, Counselor, Psychologist and Data Specialist.
2.3 For the purposes of this Agreement, "regular certificated employees" shall mean full- or part-time teaching employees under contract with the District, and shall be deemed to exclude substitutes, summer school teachers (unless they are otherwise bargaining unit members), and temporary employees, unless such employees are placed on the regular certificated salary schedule.

ARTICLE III: DEFINITIONS
3.1 "Teacher" means any employee included in the recognized bargaining unit, and specifically includes those in the job titles contained in Article II.
3.2 "Daily rate of pay" means the teacher's annual salary divided by the number of days he or she is required by the Board to be present at school.
3.3 "Hourly rate of pay" means the daily rate of pay divided by the number of hours teachers are required to be at the school site.
3.4 "Immediate family" means the mother, father, grandmother, grandfather,
son, daughter, foster son or foster daughter of the employee, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, uncle, aunt, niece, nephew, step-father, step-mother, step-children, or other relatives residing in the employee's immediate household.

3.5 “Immediate supervisor” means the building principal or administrator having immediate jurisdiction over the employee.

3.6 “Assignment” means the unit member's grade level and/or subject.

3.7 “Seniority” means the number of years in the District unless otherwise stated.

ARTICLE IV: NEGOTIATIONS PROCEDURES

4.1 Not later than April 1 of the year in which this Agreement expires, the Association shall deliver its initial proposals for bargaining to the Board. Unless otherwise mutually agreed, the Board and exclusive representatives shall begin to meet and negotiate in good faith no later than forty-five (45) calendar days following delivery of such proposals. Any agreement reached between the parties shall be reduced to writing and signed by them.

4.2 Either party may utilize the services of outside consultants to assist in the negotiations.

4.3 Negotiations shall take place at mutually agreeable times and places.

4.4 The exclusive representative shall designate five (5) representatives who shall each be entitled to reasonable amounts of release time without loss of compensation to attend negotiations and impasse proceedings.

4.5 The Board will make available or provide access to any public information which would be of value to the Association in its role as the exclusive bargaining representatives.

4.6 Upon request the District shall furnish the Association with the placement of all bargaining unit members on the District’s salary schedules as of October 1.

ARTICLE V: DISTRICT RIGHTS

The parties mutually agree and hereby affirm that the District retains all powers,
authorities, and responsibilities conferred by Chapter 10.7 of the California Government Code and/or other applicable law.

ARTICLE VI: EMPLOYEE RIGHTS
The parties mutually agree and hereby affirm that all employees in the bargaining unit enjoy, as a right in law, all benefits, burdens, and responsibilities conferred by Chapter 10.7 of the California Government Code.

ARTICLE VII: ASSOCIATION RIGHTS
The parties mutually agree and hereby affirm that the Association enjoys, as a right in law, all benefits, burdens, and responsibilities conferred by Chapter 10.7 of the California Government Code.

ARTICLE VIII: GRIEVANCE PROCEDURE

8.1 A "Grievance" is a claim by the Association or by one or more teachers that there has been a violation, misunderstanding, or dispute as to the interpretation or application of this Agreement.

8.2 A "Grievant" may be one or more teachers or the Association.

8.3 A "Day" is any day when a unit member is scheduled to render service to the District.

8.4 Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

8.5 "Immediate Supervisor" for purposes of this Article, is the site principal when the grievance originates because of school site policies or decisions and is the District Superintendent when the grievance originates because of District or Board policy or decisions.

8.6 Informal Level
Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

8.7 Formal Level

8.7.1 Level 1

8.7.1.1 Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, or
within ten (10) days of when a grievant might have reasonably known of the act or omission giving rise to the grievance, the grievant shall present his/her grievance in writing on the appropriate form (Appendix E) to his/her immediate supervisor.

8.7.1.2 The supervisor shall communicate his/her decision to the teacher in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

8.7.2 Level 2

8.7.2.1 If the grievant is not satisfied with the decision at Level 1, he/she may, within ten (10) days, appeal the decision on the appropriate form (Appendix E) to the Superintendent or his/her designee. The statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

8.7.2.2 The Superintendent or his/her designee shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

8.7.3 Level 3

If the grievance is not resolved at Level 2, the Association and the District shall request the services of a mediator through the California State Conciliation Service ("CSCS"),
within fifteen (15) days after the reply is issued at Level 2. Upon the appointment of a mediator by CSCS, the parties shall attempt to mediate a settlement of the grievance. The topics discussed or proposals made during mediation shall be confidential and may not be used by either party in later proceedings under this Article. If a settlement of the grievance is achieved through mediation, it shall be reduced to writing, signed by and binding on both parties. This step may be waived by mutual agreement.

8.7.4

Level 4: Arbitration

8.7.4.1 The Association shall retain full and complete authority to determine whether or not a grievance shall be forwarded for arbitration.

8.7.4.2 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

8.7.4.3 The parties shall select a mutually acceptable arbitrator. If the parties are unable to mutually agree on an arbitrator, they shall submit a request to the California State Mediation and Conciliation Service to supply a list of (5) arbitrators. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be arbitrator.

8.7.4.4 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the
written grievance and the answers thereto at each step.

8.7.4.5 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.

8.7.4.6 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, within thirty (30) calendar days to all parties, the written findings of fact, reasoning and conclusion on the issues submitted. The decision of the arbitrator will be final and binding upon the parties of this Agreement.

8.7.4.7 The parties shall share equally the cost of the arbitrator, the arbitrator's expenses, and the hearing room, if any. If both parties desire a transcript or if the arbitrator requires a transcript, the cost of the transcript and court reporter shall be shared equally between the parties. Where only one party desires a transcript, that party shall hire the court reporter and pay costs of the reporter and the transcript. No party who fails to pay for the reporter and transcript shall be entitled to use or cite the
transcript.

8.8 Miscellaneous

8.8.1 A teacher may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by any Association representative.

8.8.2 When a unit member intends to represent a grievant at any stage of the grievance procedure prior to arbitration, s/he shall provide at least twenty-four (24) hours notice in order to be released without loss of pay. Twenty-four hours notice shall not be required where the meeting is scheduled by the District on less than 24 hours notice. In cases of arbitration, any unit members who intend to participate shall give at least 24 hours notice in order to be released without loss of pay.

8.8.3 Failure of the grievant and/or Association to adhere to time requirements of this article shall constitute forfeiture of further grievance level options; failure of the District to adhere to time requirements shall constitute authority for the grievant to proceed to the next higher level. Nothing here, however, shall preclude the parties from extending the time requirements, by mutual agreement.

8.8.4 All documents, communications and records dealing with processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

8.8.5 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the Administration or the Board against any aggrieved party, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
ARTICLE IX: LEAVES

9.1  Sick Leave

9.1.1  Every teacher shall be entitled to eleven (11) days of paid sick leave each year of employment, pro-rated for other than full-year employees. All unused sick leave days are cumulative.

9.1.2  Up to eleven (11) days of the unused sick leave shall accrue from school year to school year.

9.1.3  At the beginning of each school year, every teacher shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year, to include while teaching intersession.

9.1.4  The District shall provide each teacher with a written statement of: 1) his/her accrued sick leave total; and 2) his/her sick leave entitlement for the school year. Such statement shall be provided upon request.

9.2  Maternity Leave

9.2.1  The District 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, and childbirth. The date on which the leave shall commence and the date on which the employee shall resume her duties shall be determined by the employee and the employee's physician.

9.2.2  Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from are, for all job-related purposes, temporary disabilities, and shall be treated as such under the health or temporary disability insurance or sick leave plan available in connection with employment by the school district.

9.2.3  All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery there from on the same
terms and conditions applied to other temporary disabilities.

9.3 Child Rearing Leave

9.3.1 Upon request, the Board shall provide a male or female teacher who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall remain in effect at least until the end of the trimester following the birth or adoption of the child, and no longer than the end of the second trimester following the birth or adoption of the child. Child rearing leave in the case of an adoption shall commence when the adoptive parent takes custody or begins travel to obtain custody, as requested by the teacher.

9.3.2 A teacher shall notify the Board that he or she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. If unforeseen circumstances arise which prevent such prior notice, the teacher will notify the Board as soon as possible.

9.3.3 A teacher on child rearing leave shall be entitled to all benefits accorded, and obligated by all duties imposed under paragraph 9.15 of this Article, entitled "Miscellaneous".

9.3.4 A male or female teacher who is adopting a child shall be entitled to utilize leave as provided under personal necessity leave for the purpose of caring for the needs of the adopted child.

9.4 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/her own salary and the amount paid to his/her substitute for a total of five (5) school months (100 school days), exclusive of the earned sick leave days at full pay. If a substitute is not hired the district will deduct the established substitute pay from the employee’s payroll check.
9.5 Industrial Accident and Illness Leave

Education Code is supplemented as follows:

9.5.1 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/her 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 that portion of his/her sick leave which, when added to the temporary disability compensation, is equal to his/her regular monthly salary.

9.5.2 The total of the teachers' temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her salary.

9.5.3 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.

9.5.4 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 Board.

9.5.5 The Board's report of an industrial accident or illness shall be kept on file in the personnel office.

9.5.6 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of a teacher who is absent as a result of an industrial accident or illness.

9.6 Personal Necessity Leave

9.6.1 Every teacher shall be entitled to use up to ten (10) days of his/her sick leave allotment during each school year in case of personal necessity and one (1) day for No Tell Day (total of eleven [11] days). No Tell Day is defined as a day of leave.
for personal reasons. The employee will contact the Principal and indicate he/she will be taking the No Tell day, but does not need to indicate the reason for the absence. A maximum of seven percent (7%) of all teachers will be permitted to use No Tell Day leave on any given day. Teachers intending to use No Tell Day must give a five (5) day notice to their site principal before being approved for such leave.

9.6.2 Personal necessity is defined as circumstances that are serious in nature which the employee cannot reasonably be expected to disregard, which necessitate immediate attention and cannot be taken care of before or after the normal workday nor on weekends. Such leave will not be available to use for recreational purposes, but include the use for:

9.6.2.1 Death or illness of a member of his/her immediate family (in addition to bereavement leave);

9.6.2.2 Accident involving his/her personal property, or the person or property of a member of his/her immediate family;

9.6.2.3 Religious holidays;

9.6.2.4 Other reasons approved in advance by the Superintendent or his/her designee.

9.6.2.5 Personal Necessity cannot be used for concerted activities.

9.6.3 A teacher shall be required to give 48 hour notice to their principal to use leave as set forth in this paragraph, except in those cases enumerated below:

9.6.3.1 Death or serious illness of a member of his/her immediate family.

9.6.3.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family.
Bereavement Leave

9.7.1 Every teacher shall be entitled to three (3) days of paid leave of absence, or five (5) days if out of state travel is involved on account of the death of any member of his/her immediate family.

9.7.2 This leave shall not be deducted from sick leave. The Board shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.

Jury/Litigation Leave

9.8 A teacher shall be entitled to as many days of paid leave as necessary for appearance in any legal proceeding not brought about by their own misconduct, including jury duty. If the teacher receives juror's fees while on leave under this paragraph, such fees shall be remitted to the Board. The teacher must report to work until they have to report to the court. In addition, if there is a break from a trial they must report to work. You must attach to your absence form proof from the court that you have served the day(s) in which you were absent.

Association Leave

9.9.1 Association representatives shall have a cumulative total of four (4) days of paid leave to utilize for local, state, or national conferences, or for conducting other business pertinent to Association affairs. These representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent by the Association President.

9.9.2 An additional four (4) days of paid leave shall be available as described above, except that the Association shall reimburse the District for substitute costs, if any, attendant to the use of such leave.

Long-Term Leave

9.10 The Board may grant an unpaid leave of absence to a teacher
for approved reasons including, but not limited to, health, study, or travel. Such leaves shall be for an entire semester or school year.

9.10.2 A teacher shall apply to the Board for such leave no later than eight (8) weeks before its anticipated commencement.

9.10.3 A teacher on long term Leave shall be entitled to all benefits accorded and obligated by all duties imposed under 9.13 of this Article, entitled "Miscellaneous".

9.10.4 The long-term leave shall be limited to five (5%) percent of the teachers. Exceptions to this limitation may be granted by the Board.

9.11 Sabbatical Leave

Sections 44966 and 44967 of the Education Code are incorporated into this Agreement, except as supplemented below:

9.11.1 An eligible teacher 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 a benefit to the schools. Selection shall be made on the basis of District-wide seniority, subject only to the same "purpose of program" restriction referred to in the preceding sentence.

9.11.2 A teacher on sabbatical leave shall be entitled to all benefits accorded and obligated by all duties imposed under paragraph 9.12 of this Article, entitled "Miscellaneous."

9.11.3 No more than two (2) teachers or five percent (5%) may at any time be on sabbatical leave. Whichever is the lesser number.

9.12 Miscellaneous

9.12.1 Unless otherwise provided in this Article, a teacher on a paid or unpaid leave of absence shall be entitled to return to the same position which he/she held immediately before commencement of the leave, if possible.

9.12.2 Paid leave of absence means that a teacher shall be entitled:
9.12.2.1 To receive wages and all fringe benefits including, but not limited to, insurance and retirement benefits;

9.12.2.2 To return to the same assignment, if possible, which he/she enjoyed immediately preceding the commencement of the leave;

9.12.2.3 To receive credit for annual salary increments provided during his/her leave.

9.12.3 Unpaid leave of absence means that a teacher shall be on leave without pay and shall have the option of paying for benefits accorded full-time teachers. No other benefits which would be of loss to the district shall be provided.

9.12.4 Any teacher who seeks an extension of health leave, child rearing leave, or study leave shall make application no later than eight (8) weeks preceding the expiration of the original leave.

9.13 Upon written request by the unit member to the Superintendent, on the form required by the District, a unit member may authorize the final, unconditional and irrevocable donation of all or part of the donor unit member's accumulated sick leave to a designated teacher.

9.13.1 Sick leave so transferred shall be deducted from the donor's account and shall thereafter be treated, for tax and other purposes, as though it had been earned by the donee.

9.13.2 The donee shall request payment in a lump sum or over a number of months not to exceed three (3).

9.13.3 Sick leave so transferred shall be deducted and credited in whole days only. There shall be no adjustment for individual salary differences.

9.13.4 Sick leave may be donated only to another unit member who has exhausted his/her sick leave and extended illness leave, and is unable to return to work at the time of the donation.

9.14 Pursuant to the Federal Family and Medical Leave Act of 1993 ("the Act")
and the California Family Care Leave Act (Government Code section 12945.2, "the California Act"), employees may be eligible for, either paid or unpaid, Family and Medical Leave, for family and medical purposes, depending upon the employee's circumstance. Requests for such leave shall be directed to the Personnel Office.

9.14.1 Leave under this section shall entitle the unit member to health benefits as required by the State and Federal Family and Medical Leave Acts.

9.14.2 Leave under this Article shall entitle the unit member to continued accrual of all "service related" rights of employment, including without limitation seniority, salary advancement, reemployment if tenured only, and participation in optional benefit programs such as early retirement.

9.14.3 Should a unit member exhaust available leave under this section, she/he may pursue leave under 9.12 or 9.15.

9.15 Military Leave

9.15.1 Bargaining unit members shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

9.15.2 A bargaining unit member whose spouse is a member of the United States armed forces, National Guard or Reserves, may take up to ten (10) days of unpaid leave during a period that his/her spouse is on leave from deployment during a military conflict as defined in Military and Veterans Code section 395.10. The bargaining unit member shall provide his/her supervisor with notice, within two (2) business days of receiving official notice that his/her spouse will be on leave from deployment, and the request for leave.

9.15.3 A bargaining unit member may request service member family leave to care for a covered service member who has a serious injury or illness and who is the unit member’s spouse,
child or parent. The unit member shall provide reasonable notice of the need for leave if the leave is foreseeable. The bargaining unit member shall be entitled up to a total of twenty-six (26) unpaid work weeks of leave during a single 12-month period.

9.15.4 A bargaining unit member whose spouse, child or parent is a member of the National Guard, Reserves or certain or certain retired military, may request up to twelve (12) unpaid work weeks of leave during a rolling twelve (12) month period due to the bargaining unit member’s spouse, parent or child being called to active duty or having been notified of an impending call to active duty. Section 9.16.4 does not apply to families of service members in the regular Armed Forces.

ARTICLE X: EMPLOYEE BENEFITS

10.1 Basic Programs

10.1.1 Insurance Plans
The District shall provide eligible full-time bargaining unit members and their eligible dependents with the right to participate in health, dental, vision, and accidental death and dismemberment insurance plans. Dependent eligibility shall be determined by the District’s providers in accordance with all requirements of law.

10.1.2 Health and Welfare Benefits Provider
The benefit plans offered by the District will be made available through Self Insured Schools of California.

10.1.3 District Contribution
Effective July 1, 2015, the District’s Contribution toward the cost of health and welfare benefits for all bargaining unit members and their dependents will be $17,300.00 per year.

10.1.4 Section 125 Plan Option
The District shall provide eligible unit members the option of
participating in an IRS Section 125 Flexible Benefit Plan. The Board agrees that during the term of this Agreement there shall be no reduction or diminution of any benefits that were available to participants in the SISC program during the 2010-2013 school years. On or about October 1 the superintendent/designee shall provide, the Association, all new teachers, and returning teachers so requesting, a full and complete plan document setting forth all specifications of SISC programs. The employee benefit year shall begin October 1 and end September 30.

10.1.5 Part-Time Unit Members

10.1.5.1 Part-time bargaining unit members who work 80% or more of a full-time assignment shall be entitled to receive 100% of the District’s contribution to health and welfare benefits.

10.1.5.2 Part-time bargaining unit members who work more than 50% but less than 80% of a full-time assignment shall be entitled to receive a pro-rata percentage of the District’s contribution to health and welfare benefits.

10.1.5.3 Part-time bargaining unit members who work 50% or less of a full-time assignment shall not be entitled to any District contribution to health and welfare benefits.

10.1.5.4 Part-time bargaining unit members who are required to pay for all or part of their benefits shall be entitled, at their sole cost and expense, to purchase health benefits through the District’s provider so long as permitted by the provider by law.

10.1.5.5 Part-time bargaining unit members who pay for all or part of their benefits shall be required to
pay all costs in advance and meet all other terms and conditions of participation required by the provider.

10.1.5.6 Failure to pay and participate as required by the provider or as required by law will result in cancellation of the member's right to participate in the plan to the extent permitted by law.

10.2 Retired Employees

10.2.1 The District will provide $9,328.00 annually for the insurance described in Section 10.1 for persons who have retired from the District (including their eligible dependents) between the ages of 55 and 59. For persons retiring between the ages of 60 and 65 the District will provide $12,200.00 annually for the insurance described in Section 10.1.

Qualifications:

10.2.1.1 Are at or over the age of fifty-five (55).

10.2.1.2 Have completed fifteen (15) years of service prior to retirement in the District. An authorized leave of absence, sabbatical or 1 year of service outside of the District shall not be considered a break in consecutive years.

10.2.1.3 Have retired under the provisions of the State Teachers Retirement System.

10.2.1.4 Have, along with their eligible dependents, enrolled in Medicare Part "A" if and when entitled to such coverage as provided, without further cost to the retiree, by Social Security.

10.2.1.5 Have, along with eligible dependents, enrolled in Medicare Part "B" if and when entitled to such coverage as provided, without further cost to the retiree, by Social Security.

10.2.2 The indicated entitlement for benefits shall continue through
the month in which the retired employee reaches age sixty-five (65).

10.2.3 Any member of the Bargaining Unit who is fifty-five (55) years of age or older, has retired from the District, and who is not entitled to paid benefits as described in this section (10.2), shall be entitled to continue his/her coverage under any or all of the insurance programs described under 10.1 above. In order to continue such coverage, the retired employee shall pay to the District, on a monthly basis, an amount equal to the District's contribution on behalf of active employees for those coverages.

10.3 Survivors Benefits are covered by COBRA.

10.4 Additional Eligibility Provisions

10.4.1 Should the employment of a teacher terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continued paid coverage under employee benefits listed in this Article until September 30 of the ensuing school year.

10.4.2 Should an employee's employment be terminated during the school year, he/she shall be entitled to paid coverage under the above provisions until no later than the end of the payroll period following the date of termination. Terminated employees may self-pay their health and welfare insurance premium for up to eighteen (18) months pursuant to COBRA.

10.5 Miscellaneous

10.5.1 The Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property which is, of necessity, worn, used, or otherwise maintained at the work site while the employee is in the performance of services for the District if such loss, damage, or destruction is sustained through causes other than normal wear and/or the negligence of the employee. The District may, at its option, replace or
repair the lost, damaged, or destroyed property, provided that the repaired or replaced property is equal in condition and quality to the original.

10.5.1.1 The District's total liability under this provision shall not exceed $2,000.00 annually.

10.5.1.2 Claims made by employees under this provision during the school year shall be paid by the District at the end of the fiscal year.

10.5.1.3 Should the total of valid claims made under this provision exceed the $2,000.00 limit, the District shall prorate payments in accordance to the amount of the various claims made. Should there be doubt as to the validity of the amount of a loss claimed; any decision by the District on the matter which can be reasonably supported by available evidence shall be considered final.

10.5.2 Teachers may participate in the tax-sheltered annuity selected from an approved list of annuities that comply with IRS rulings. The annuity is funded by employee payroll deductions.

10.5.3 All medical examinations mandated by the District, including X-Rays, shall be paid for by the District.

10.5.4 Liability insurance providing adequate protection against personal loss as a result of actions taken in the performance of duties for the District shall either be arranged for or be carried on all certificated employees.

**ARTICLE XI: SALARIES**

11.1 The basic salary schedule and salary classifications for all members of the bargaining unit for the 2016-2017 school year (effective July 1, 2016) shall be as set forth in Appendix A of this Agreement.
11.2 The rules governing initial placement and advancement on all salary schedules are set forth in Appendix B of this Agreement.

11.3 Special Assignment salaries are set forth in Appendix C of this Agreement.

11.4 For any approved supplemental time or compensated staff development, teachers shall be paid at the rate of $40.00 per hour.

11.5 Notwithstanding Paragraph 11.4 above, teachers who serve for one full school trimester shall receive not less than one-third (1/3) the annual salary for their position.

11.6 Unit member salaries shall be paid in twelve (12) calendar month payments, with the first pay period beginning July 1. Teachers new to the District shall have their first pay period beginning no earlier than August 1.

11.7 Salary payments for services in addition to the teacher's regular assignment shall be made not later than the last working day of the month of the following payroll period.

11.8 It is agreed that other than the specific exceptions set forth in Appendix C, Extra Duty Pay Schedules, of this Agreement, the District shall strictly adhere to the established salary schedule and applicable rules and regulations in determining the salary of any current or future employee who is or shall be a part of the Bargaining Unit as set forth in Article II of this Agreement.

ARTICLE XII: TEACHER TRAVEL

12.1 Employees who are required by District Management to travel on District business shall be provided with the use of District vehicles, or receive a mileage reimbursement for the use of their personal vehicles.

12.2 Mileage reimbursement should be provided at the rate that is allowable under the rules of the Internal Revenue Service.

12.3 The District shall reimburse employees who are required and/or authorized by District Management to attend conferences, conventions, and meetings for expenses that are incurred. Such reimbursement shall be made in conformance with existing guidelines of the Board and shall be at rates of no less than those in effect at the time this Agreement is finalized.
12.4 Employees claiming reimbursement for mileage or other travel expenses shall provide receipts as required, and shall certify to such expenses on forms provided by the District.

12.5 No travel reimbursement in any form shall be paid to any employee unless such travel was specifically required and/or authorized in advance by District Management.

**ARTICLE XIII: EVALUATIONS**

13.1 Evaluation of certificated employees shall be made by the on-site administrator not less than twice each year for probationary personnel, and not less than once every other year for permanent personnel. Upon mutual agreement between a teacher and his/her on-site administrator, a District administrator may serve as the teacher’s evaluator.

13.2 The first annual evaluation of any probationary employee must be completed no later than November 30 and the second annual evaluation completed by February 23rd.

13.3 The formal observation of permanent personnel shall be completed no later than thirty (30) working days before the end of the school year in which the employee is to be evaluated.

13.4 Evaluations of teachers will take into consideration any adverse teaching conditions, when and if those conditions prevent the attainment of objectives. In addition, there will be no formal evaluation observations during the weeks of standardized testing and parent conferences, unless requested by the unit member, and the parties mutually agree.

13.5 Within 30 work days after the unit members’ first work day of a school year, a meeting shall be conducted by the evaluator with the unit members at which the criteria and procedures for evaluation shall be discussed with the unit members, along with any goals and objectives for which the unit members shall be held accountable.

13.6 The evaluator will schedule a pre-evaluation conference with the teacher five full work days prior to the pre-evaluation meeting to discuss topics including but not limited to dates, times and subject matter of the
observation. No formal evaluation observation shall be conducted until at least five (5) full work days after a pre-evaluation conference is held unless the time frame change is agreed upon between the evaluator and teacher. Pre and post evaluations shall take place during the normal on site work day, excluding lunch, unless mutually agreed upon by the employee and the evaluator.

13.7 After the formal observation, the evaluator shall complete the District certificated employee evaluation form and provide a copy to the employee at a post formal observation conference, which shall be held no later than the seventh working day following the observation, except by mutual agreement of both parties. The evaluatee will sign and date the written evaluation indicating that the conference has taken place. One copy of the evaluation shall be given to the evaluatee at said conference; the original copy shall be placed in the evaluatee's personnel file.

13.8 The evaluation form and a pamphlet containing the criteria on which a teacher will be evaluated will be on file at the District Office and at all job sites and will be available on request to any member of the bargaining unit. The Association and the District must mutually agree upon changes in this document.

13.8.1 Evaluation Forms for Content Experts.

See Appendix H for Evaluation Forms.

13.9 The evaluator shall reduce comments concerning the observation to writing on the District certificated employee evaluation form as a basis for conferring with the employee. The conference shall be held no later than the seventh working day following the observation, except by mutual agreement of both parties. The evaluatee will sign and date the written evaluation indicating that the conference has taken place. One copy of the evaluation shall be given to the evaluatee at said conference; the original copy shall be placed in the evaluatee's personnel file.

13.10 Any certificated employee who believes that he/she has received unsatisfactory ratings and/or comments shall, upon written request, be entitled to a subsequent observation, conference, and written evaluation as
prescribed above.

13.11 A teacher receiving any “Does Not Meet Standards” in Standards 1-5 might be referred to the PAR Program and there will be an Assistance Plan developed by the site administrator.

13.12 The evaluatee shall have the right to prepare a written response to his/her evaluation which shall be dated and become a permanent attachment to his/her personnel file.

13.13 If recommended by an evaluator, certificated employees may be given release time to visit and observe other classes or schools.

13.14 Materials placed in a teacher's file shall be signed and dated by the originator.

13.15 Evaluations shall be based upon evidences that can be substantiated.

13.16 Employees shall not be required to enter into self-assessment activities, nor shall they evaluate other unit members, PAR requirements notwithstanding.

13.17 An employee may request a postponement of a formal observation, which postponement shall be granted, if possible.

13.18 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which: 1) were obtained prior to the employment of the person involved, 2) were prepared by identifiable examination committee members, or, 3) were obtained in connection with a promotional examination. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing District. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice, and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee may be released from duty for this purpose without salary reduction. No public charge against any teacher shall be made a part of a
teacher's evaluation, unless such charge is independently corroborated within the context and provisions of this Article.

13.19 The District shall maintain the official personnel files at the District central office. Any evaluation records kept by the employee's immediate supervisor shall be available for review upon request by the teacher.

13.20 At the employee's request, evaluation records may be sealed after four (4) years and after notifying the employee, may be opened only at the direction of the Superintendent.

13.21 The parties agree that the intent of this Article is to ensure strict and complete compliance with the Stull Act and/or other appropriate State legislation regarding evaluation of certificated personnel.

13.22 Access to personnel files shall be limited to members of the Earlimart School District Administration on a need to know basis. Board members may request the review of an employee's file at a personnel session of the entire Board. The contents of all personnel files shall be kept in the strictest confidence.

13.23 Upon written authorization by the employee, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such employee's personnel file.

13.24 The Personnel Department shall keep within each individual personnel file, a log of access indicating the persons who have requested to examine a personnel file as well as the dates such requests were made. Such log shall be available for examination by the employee or his/her Association representative, if so authorized by the employee.

**ARTICLE XIV: TRANSFERS**

14.1 A transfer is defined as a change of assignment and/or school and within the same bargaining unit. Transfers will be effective upon selection of the successful candidate.

14.2 **Solicitation of Assignment Changes**

By March 1 of each year, the District shall notify each unit member that s/he may request notification of the availability of a different teaching
assignment for the following school year.

14.2.1 Unit members desiring the notification shall complete a form provided by the District and return it to the District personnel office by March 15th (Appendix E).

14.2.2 If a vacancy for which (a) unit member(s) has expressed interest occurs, the personnel officer shall contact the unit member(s) to determine if s/he/they are still interested.

14.2.3 When a vacancy occurs for which (a) unit member(s) submitted forms under this section, the unit members who previously submitted the forms shall be considered in the transfer pool. If someone from the transfer pool accepts the position, the District shall be relieved of its obligations under 14.3.3.

14.2.4 Resignations received after June 30th and before the first contracted work day of the year will not be posted per 14.3.3. Unit members will be notified by district e-mail of the opening. Upon written request by the unit member, district notification can be by mail or phone.

14.3 Voluntary Transfers and Posting of Vacancies

14.3.1 To be eligible for a voluntary transfer, an employee must possess the qualifications to perform the position sought.

14.3.2 No employee shall be pressured to seek a voluntary transfer.

14.3.3 The District shall post notices of vacancies in all teacher work rooms and school offices. The closing date shall be specified on the notice. Notices shall include the position description, grade level, or subject matter assignment and credential required.

14.3.3.1 Where two teachers desire to trade assignments with each other, and Administrative consent is secured, said changes shall not be deemed vacancies within the meaning of Section 14.3.3

14.3.4 A unit member denied a transfer may request and shall
receive a written statement of the reason(s) for the denial.

14.4  Filling of Vacancies

Positions posted as vacant pursuant to 14.3.3 shall be filled as follows:

14.4.1 Vacancies shall first be offered to teachers who have been involuntarily transferred in the prior two years.

14.4.2 If no teachers seek the vacancy as specified in 14.4.1, then the following procedure shall be followed:

14.4.3 Existing unit members assigned to the same grade level as the vacancy shall be given the opportunity to apply for the position. If more than one unit member applies for the same vacancy, the most senior unit member with a score of satisfactory or better on their most current evaluation shall fill the position.

14.4.4 If no teacher at the same grade level applies for the vacancy, all unit members shall be given the opportunity to apply for the position. If current unit members are interviewed for a posted vacancy, they shall not be interviewed at the same time as applicants from outside the District. Current unit members who apply and are qualified for the vacancy shall fill the position prior to applicants from outside the District. If two or more unit members apply and are qualified for the vacancy, the following criteria shall be considered in selecting the individual to fill the position:

14.4.4.1 Experience
14.4.4.2 Credential
14.4.4.3 Training
14.4.4.4 Seniority
14.4.4.5 Most recent evaluation

14.4.5 Once a teacher accepts a position for which a request to transfer has been granted for the following school year, they are not eligible to accept another position in that same year. They must keep the position which they originally accepted.
14.5 Involuntary Transfers

Involuntary transfers may be based on the need to fill a position with in-house staff or based on educational needs of the District.

14.5.1 Involuntary transfers shall not be arbitrary, capricious, or disciplinary in nature.

14.5.2 The District will select employees for involuntary transfers based on the educational needs of the District. The following criteria shall be considered in selecting an employee for an involuntary transfer:

a. Special skills;
b. Credential to perform the services;
c. Major and Minor fields of study;
d. Experience and expertise;
e. Curriculum or program needs of the District;
f. Special talents;
g. Seniority;

This list is not intended to be all-inclusive and the Superintendent will make the final determination for involuntary transfers.

14.5.3 If a position is going to be eliminated, the teacher with the least amount of seniority in that grade level will be the one whose position will be affected and will be transferred, unless that teacher has had an involuntary transfer under this section within the previous two (2) years. In this event, the teacher with the next lowest seniority in the grade level will be transferred.

14.5.4 When initiating involuntary transfers the District will transfer teachers currently working in grades Kindergarten through Third, to another Kindergarten through Third grade position. As to teachers currently working in grades Third through Fifth, the District will involuntarily transfer teachers currently working in grades Third through Fifth to another Third
through Fifth grade position. As to teachers currently working in grades Sixth through Eighth, the District will involuntarily transfer teachers currently working in grades Sixth through Eighth to another Sixth through Eighth grade position.

14.5.5 The employee shall normally receive written notice of an involuntary transfer by May 30th. At least five (5) business days prior to providing the written notice to the teacher, the Site Principal or Superintendent will meet with the affected teacher to discuss the reasons for the involuntary transfer and to allow the teacher an opportunity to suggest alternatives to the planned involuntary transfer.

14.5.5.1 Procedural exceptions may be made if an educational need arises after the May 30th deadline. For notices that must be provided after the May 30th deadline, the site Principal or Superintendent will make every effort to meet with the affected teacher at least five (5) business days prior to the effective date of the involuntary transfer to discuss the reasons for the involuntary transfer and to allow the teacher an opportunity to suggest alternatives to the planned involuntary transfer.

14.5.6 Prior to initiating an involuntary transfer, the District will review the request for voluntary transfer forms on file to determine if there is a teacher that has requested a voluntary transfer that can meet the needs of the District to fill the particular position considered for an involuntarily transfer.

14.5.7 Should a teacher be involuntarily transferred he/she will be compensated for two (2) days at his/her daily rate of pay to prepare for the new assignment.

14.5.8 Upon request from the involuntarily transferred teacher, the site Principal will allow release time for assistance to be
provided to the involuntarily transferred teacher. This could involve providing release time for the involuntarily transferred teacher and/or a colleague or coach.

14.5.9 Any involuntarily transferred employee shall receive a written statement of the reason(s) for the involuntary transfer. The written statement shall include the reason(s) why the involuntary transfer is taking place and a brief explanation of the rationale for each reason.

Except for the sections listed below, all other provisions in ARTICLE XV: WORK DAY remain the same.

**ARTICLE XV: WORK DAY**

15.1 The normal, "on-site" work day for employees shall begin at 8:00 a.m., and end at 3:30 p.m. Upon request, the building principal may approve late arrival or early departure for employees.

15.1.1 On days when a foggy day schedule is put into effect by the District, teachers shall report to the school site at least fifteen (15) minutes before classes are to begin. Teachers who must delay their arrival beyond this time will notify the school site as soon as possible.

15.1.2 If a teaching day is continued beyond the normal dismissal time in order to meet state "minimum day" requirements (i.e., Cal. Ed. Code #46010, et. seq.), teachers will complete their assigned teaching duties for that day, but will not be required to remain on-site beyond their normal departure time.

15.2 Sixth grade teachers accompanying their students to the Clemmie Gill School of Science and Conservation shall be excluded from this Article for the week they participate in this program.

15.3 The length of the normal work day, including lunch and the time required before and after school, shall not exceed seven and three-fourths (7-3/4) hours per day.

15.4 It is recognized and acknowledged that in addition to the hours indicated
above, teachers may be required to spend reasonable amounts of time in
individual school related activities, such as, but not limited to,
parent/teacher conferences, student activities, back-to-school-night, and
open house programs. Requirements of participation in activities of this
nature shall be equitable for all bargaining unit members.

15.4.1 It is further recognized that teachers may be required to serve
on no more than two (2) school/district committees.

15.4.2 “Minimum Day” and “Early Release Days” will both be
called “Minimum Days.” The release time for minimum day
will be 1:45 PM for grades K-5 and 1:30 PM for grades 6-8.
There shall be 4 minimum days designated at the end of the
first trimester and one (1) minimum day designated at the end
of the second trimester for parent conferencing.

15.4.3 Staff meetings shall normally conclude one hour beyond the
normal workday.

15.5 The last employee work day before Thanksgiving, Winter Holidays, Spring
Break and the first and last day of school, shall be considered minimum
days.

15.5.1 The day before the last day of school shall be a minimum day
to allow teachers to complete end of the year tasks.

15.6 Employees wishing to volunteer additional time beyond the normal work
day may do so.

15.7 Except as set forth under the provisions of items 15.2, 15.4, and 15.6 above,
student contact time shall not exceed six and three-quarters (6-3/4) hours
per day.

15.8 Changes to the starting and ending times for students during the term of this
Agreement which alter the teacher work day must be the subject of a
consultation through the Negotiating Team before District implementation.

15.9 With the exception of District designated rainy days, each employee shall
be entitled, on a daily basis, to a forty-five (45) minute uninterrupted, duty-
free lunch period. Rainy day lunch period shall be thirty (30) uninterrupted
minutes. On designated foggy days the lunch period shall be forty (40)
uninterrupted minutes for T/K-2 for the 2016-17 school year.

15.9.1 The District has deemed that lunchtime supervision is a must to insure student safety. An attempt will be made to get volunteers to serve in this capacity for which they will be compensated at the rate of $40.00 per hour. In the event there are not a sufficient number of volunteers, teachers may be required to serve as lunchtime supervisors for which they will be compensated at the rate of $40.00 per hour. Nothing shall prevent a teacher from volunteering to serve as lunchtime supervisor without compensation.

15.10 The principal, or in his/her absence, his/her designee may release teachers for portions of the school day when students are not in attendance.

15.11 Each sixth, seventh or eighth grade teacher shall be entitled to an otherwise duty-free preparation period on a daily basis.

15.11.1 Preparation time granted pursuant to this article shall be considered working time for all purposes and shall be used in a manner consistent with the furtherance and improvement of the District's educational program. This preparation period will occur during the normal student day.

15.11.2 Such period shall be equal in length to the normal departmental instruction period, except that period length may be altered when shortened or minimum day schedules are implemented.

15.11.3 Nothing in this provision shall be construed to prevent teachers from volunteering to utilize their preparation period(s) as a substitute or in other service to the District at no cost to the District.

15.11.4 If for any reason a teacher is required to relinquish the prep period, the teacher shall be compensated with one (1) hour's pay or one (1) hour's time off, at the teacher's election.

15.11.4.1 A teacher receiving comp time shall report the time to the site administrator on the proper
form. Said election shall be made at the beginning of the school year for the entire year.

15.11.4.2 A teacher accruing time from prep period relinquishment may use up to three (3) days annually as comp time. Teachers using a comp day will notify the District Office at least three (3) days in advance. Comp days may not be used on consecutive workdays. No comp time may be carried over from one fiscal year to the next. Any comp time not used by the end of the fiscal year in which it was accrued shall be paid.

15.11.4.3 Except in cases of emergency, compensatory days off shall be used in full day increments and scheduled at a time mutually agreed upon by the site administrator and the employee. The teacher shall notify the District of the need for a substitute on the comp time day.

15.11.4.4 No teacher shall be required to relinquish his/her prep period more than four (4) times a month.

15.11.5 No sixth through eighth grade teacher shall be assigned to cover another teacher's class except pursuant to Article 15.11.

15.12 For the 2016-2017 school year: Each T/K through Fifth Grade teacher shall be entitled to a preparation period on Mondays through Fridays with the exception of Wednesdays. Preparation time granted pursuant to this article shall be considered working time for all purposes and shall be used in a manner consistent with the furtherance and improvement of the District's educational program. Such period shall begin when students are released from their normal school day and will conclude at the end of the contracted day.

15.13 Prior to the opening of each new school year, School Sites will prepare a schedule setting forth which early release Wednesdays will be designated
for Staff Development, Teacher Preparation Days, and Professional Learning Communities (PLC) Days. This schedule may be subject to change due to unforeseen circumstances, and the District will provide one week advanced notice of any schedule changes when possible.

15.13.1 For certificated employees in grades T/K-5, teachers will have a minimum of four (4) hours per month for PLC meetings and four (4) hours will be designated as Principal discretionary time for staff development, meetings, additional PLC time, etc. If there are five (5) working Wednesdays in a month, the fifth Wednesday will be equally divided between one (1) hour of PLC time and one (1) hour for Principal discretionary time.

15.13.2 For certificated employees assigned to grades 6 through 8, two (2) Wednesdays each month will be dedicated to staff development days. Two (2) Wednesdays each month will consist of one (1) hour allotted for teacher preparation, and one and one-half (1½) hours allotted for staff development.

15.13.3 If there are less than four early dismissal Wednesdays in any given month, the available time will be distributed based on the above ratios.

15.14 On any day during which a rainy day schedule has been called by the District, unit members may depart from their work sites 15 minutes earlier than their contracted day or upon completion of previously scheduled duties (student programs, parent conferences, meeting, etc.), whichever is later for the school year.

15.15 When a substitute teacher is not available for a K-8 class including PE and it becomes necessary to place those students in other classes, the students will be divided evenly, if possible, among all the grade level teachers. The regular substitute pay will be divided evenly among the teachers taking the extra students.

15.16 Teachers who encounter weather conditions which, in their judgment, make it unsafe for them to arrive at school on time, shall make every reasonable
effort to notify the school that they will be arriving late for their assigned duty and will suffer no repercussions other than to be docked salary for the time they are late.

ARTICLE XVI: CLASS SIZE

16.1 It is agreed that District class size for indicated grade levels shall not normally exceed the following maximums:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>T/K</td>
<td>24</td>
</tr>
<tr>
<td>K-3</td>
<td>24</td>
</tr>
<tr>
<td>4-8</td>
<td>31</td>
</tr>
</tbody>
</table>

Traditional large group classes, such as P.E. and band, shall be excluded from class size maximums.

16.2 Should enrollment in any bargaining unit member's class or classes exceed the maximums indicated above for three or more consecutive days, reimbursement shall be made to the affected teacher as follows:

16.2.1 Commencing on the fourth day of excess enrollment, a teacher in a self-contained classroom shall be reimbursed above and beyond his/her normal salary at the rate of two dollars and fifty cents ($2.50) per day for each excess student assigned. In the case of a team-teaching assignment, only the first period teacher shall receive the reimbursement.

16.2.2 Commencing on the fourth day of excess enrollment, a teacher on a departmental schedule shall be reimbursed above and beyond his/her normal salary at the rate of fifty cents ($0.50) per day for each student so assigned to any of his/her regular teaching periods.

16.2.3 Procedures for claiming a class overage will be included in the Teacher's Handbook at each site. Records of those teachers qualifying for reimbursement shall be submitted to the District office each month and the teacher shall receive payment at the end of the next regular pay period.
ARTICLE XVII: LIAISON COMMITTEE

17.1 The Association shall select representatives to a Liaison Committee which shall consist of those following representative, the Superintendent, Principals and other District personnel. The committee shall meet on the third Tuesday of every month once per quarter to discuss district-wide concerns that require discussion on the district level. Teacher representatives on the Liaison committee will consist of two teachers per site.

17.1.1 The meeting may be rescheduled due to calendar conflict upon forty-eight (48) hours' notice by either the Association or the District.

17.2 A chairperson of the Liaison Committee shall be elected by a majority vote of the Committee members at the first Committee meeting of a new school year. The chairperson's duties will be to conduct all committee meetings in an orderly manner and to set the agenda of meetings according to specific items submitted to him/her by members of the committee.

17.2.1 If no agenda items are submitted by the second Wednesday of the month per section 17.3, the meeting shall be canceled.

17.3 Any items to be discussed at a meeting of the Liaison Committee will be submitted to the Chairperson and Superintendent for inclusion on the agenda at least forty-eight (48) hours prior to the meeting. Items not submitted will be deferred to the next meeting.

17.4 The Agenda will be set in a way that will permit the Superintendent to meet privately with the certificated members of the Committee for a minimum of fifteen (15) minutes on District-wide concerns or site-based concerns that have been discussed at the site level but remain unresolved.

ARTICLE XVIII: SAFETY CONDITIONS OF EMPLOYMENT

18.1 The District shall maintain safe working conditions for all members of the Bargaining Unit.

18.2 Unit members may notify their immediate supervisor verbally or in writing concerning an unsafe condition in the District directly affecting their
physical or mental welfare. Their immediate supervisor shall investigate said reported unsafe condition, and advise the unit member verbally if responding to verbal notification, or in writing if responding to written notification, of any findings and/or corrective actions to be taken. The Supervisor's response shall be made in a timely manner.

18.3 If students are dismissed because of unsafe conditions, teachers will be allowed to leave after insuring the students' safe departure.

18.4 A written description of the rights and duties of unit members with respect to student discipline, including the right to suspend students, shall be presented by an administrator to each unit member, in writing, during the first week of each school year.

18.5 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, protect property, or protect the health and safety of pupils.

18.6 Effective with first day of each school year, the District will maintain an emergency preparedness kit at each school site. A member of the District Administrative Staff shall provide all District personnel, via a written memorandum at each site, where the Emergency Preparedness Kit is kept and who has access to it.

18.7 Moving services will be provided by the District for any teacher who is changing from one room to another at a site or from one site to another. It is the teacher’s responsibility to box and label any and all items to be moved. Personal furniture only needs to be labeled.

ARTICLE XIX: PAYROLL DEDUCTIONS

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

Any unit member who is not a member of the Earlimart Teachers Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, and was hired after December 5, 1984, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in section 19.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 19.1, the Association shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in paragraph 19.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations, shall not be required to join or financially support Earlimart Teachers Association/CTA/NEA 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 organizations, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code;

19.3.1 Foundation to Assist California Teachers (FACT)

19.3.2 Clemmie Gill School of Science and Conservation (SCICON) Fund.
19.3.3 Martin Luther King Scholarship Such payment shall be made on or before September 1 of each school year.

19.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to the section 19.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 19.1 and 19.2 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before September 1 of each school year.

19.5 With respect to all sums deducted by the District pursuant to sections 19.1 and 19.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association 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 Association, and indicating any changes in personnel from the list previously furnished.

19.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

19.7 Hold Harmless

19.7.1 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

19.7.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 19.7.1 shall or shall not be compromised, resisted, defended, tried, or appealed.
ARTICLE XX: COMPLETION OF MEET AND NEGOTIATION

20.1 During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate except by mutual agreement.

20.2 The parties further agree that they will in no way attempt to modify conditions of employment subject to the bargaining process as set forth in the Educational Employment Relations Act, nor shall they be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

20.3 This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiation on any subject whether included in this Agreement or not, for the term of this Agreement.

ARTICLE XXI: CALENDAR

21.1 Calendar

The school work year for bargaining unit members shall include one hundred eighty-three (183) workdays in any fiscal year July 1 through June 30.

21.1.1 One hundred eighty (180) of these shall be instructional days, while two (2) shall be available as teacher work days, and one (1) shall be for staff development.

21.1.2 No unit member shall be required to participate in any District activity during his/her scheduled "off duty" time.

21.1.3 On or before January 12th of the school year, unit members shall recommend to the site administrator dates and times for parent conferences, back-to-school nights and open house nights for the following school year. Approval by the site administrator shall not be unreasonably withheld.

21.1.4 The last non-student work day of the school year shall be
reserved for teachers to work individually on records or in their classrooms with the exception of two (2) hours, which are open to the site administrator to schedule for purposes of planning for next year.

21.2 Teaching Hours

The education program shall be in conformance with the provisions set forth in Article XV: Work Day, of this Agreement, except that daily instructional time limits established therein may be altered to the degree (only) necessary to achieve the annual minutes of instruction required to meet the minimums established in California Education Code Section 46201.

21.3 Miscellaneous

21.3.1 The District shall provide all teachers with a twelve (12) month employee payment schedule.

21.3.2 Teachers who work in the intersession program shall be compensated in accordance with the intersession hourly rate as contained in Appendix C of this Agreement.

21.3.3 Teachers may have up to two (2) days after the last day of school to ready their classroom for the final check out.

21.3.4 The second Thursday of each month will be reserved for ETA meetings. No site or District meetings will be scheduled to run past 3:30 p.m. on this day.

ARTICLE XXII: SAVINGS PROVISION

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

ARTICLE XXIII: 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 XXIV: WORK YEAR
Prior to January 1st, a district representative and an ETA designated representative will meet to develop a calendar to be recommended to the Board for adoption at the Board's first regularly scheduled meeting in February.

ARTICLE XXV: PEER ASSISTANCE AND REVIEW PROGRAM
25.1 There shall be a Peer Assistance and Review (PAR) Program, hereafter referred to as "Program", for all permanent teachers. (CSTP Standards one-five). There shall be two components: A permanent teacher peer assistance program and a voluntary teacher peer assistance program.

25.1.1 Permanent Teacher Peer Assistance Program: The purpose of this Program is to provide assistance and renew quality teaching and offer remediation to permanent teachers whose performance has been evaluated as "unsatisfactory" in either or both teaching methods and instruction by the principal or designated evaluator. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the District.

25.1.2 This Program shall be limited to addressing those areas of performance set forth in the evaluation document listed as "unsatisfactory" encompassed in the areas of subject matter knowledge, teaching strategies, or both.

25.1.3 Assistance provided by the peer coach shall focus on the specific areas recommended for improvement by the participating teacher's evaluator based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR Program.

25.1.4 Assistance and remedial efforts and activities shall be intense and multifaceted, and shall be preceded by a conference between the peer coach and the administrator who evaluated the teacher. The teacher being referred and the coach will develop an Individual Learning Plan. If the permanent teacher
so desires, the Association shall provide representation in this meeting.

25.1.5 The assistance shall be provided by peer coaches under this Article and shall be closely monitored by the PAR Panel.

25.1.6 The course of assistance shall include the following:

25.1.6.1 Subsequent multiple classroom observations by the peer coach;

25.1.6.2 Assistance specific to the area of teaching methodology or instruction which has been evaluated to be "unsatisfactory", or other areas deemed in need of assistance by the peer coach during the period of assistance;

25.1.6.3 Opportunities for the teacher receiving assistance to observe exemplary practice, either by the peer coach or other exemplary teachers;

25.1.6.4 District-provided professional development opportunities;

25.1.6.5 Conference attendance, often in the company of the peer coach, to facilitate reflection on how this experience fits into the Individual Learning Plan;

25.1.6.6 Other forms of assistance which the peer coach and the Panel may provide; and

25.1.6.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer coach shall maintain prime responsibility for the Individual Learning Plan, but may function more like a case carrier who assures the availability of
appropriate resources.

25.1.7 Communication and consultation between the principal/evaluator and the coach shall be ongoing.

25.1.8 Nothing in this article precludes the principal/evaluator or District representative from doing informal or formal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his or her professional obligations.

25.1.9 Written peer review reports will be submitted to the Panel by the Peer Coach every month. The coach will share all written and verbal evaluation reports during a conference with the teacher, prior to submission to the Panel. A copy of the written reports will be provided to the principal/evaluator.

25.1.10 The peer coach shall submit an oral and written final report regarding the teacher's participation in PAR to the Panel. This report shall describe the measures of assistance provided to the teacher and describe the results of the assistance in the area or areas recommended for improvement. The peer coach shall give a copy of this report to the participating teacher no fewer than five (5) days prior to submitting it to the Panel. The final report shall become a part of the permanent teacher's personnel file. The teacher shall have the opportunity to attach his or her comments.

25.1.10.1 The teacher and principal/evaluator may be present for the coach's presentation and will be given an opportunity to respond to the report.

25.1.11 The Panel shall deliberate whether:

25.1.11.1 The teacher is now "proficient" in the areas evaluated, or

25.1.11.2 The Panel and peer coach do not consider that further assistance and remediation will be successful with reasons in support of this
Notwithstanding the above, and while the term of this assistance shall normally be for one school year, the assistance may be extended to a second year if the Panel believes progress is being made, although the permanent teacher may not have returned to a "proficient" level of performance.

The Panel shall deliberate whether:

- The teacher has satisfactorily fulfilled his/her PAR requirements or;
- The teacher has made progress in fulfilling his/her PAR requirements and the Panel and coach agree to extend the teacher’s participation in the Program to a second and final year or;
- The Panel and peer coach do not consider that further remediation will be successful. The Panel’s final report will include the reasons this decision was reached.

Neither the teacher, coach, nor principal/evaluator may be present during deliberations of the Panel, which are confidential. The Panel may request additional information from any teacher involved in the Program.

The decision of the Panel shall be reported to the teacher, the coach, the principal/evaluator, and the Association representative, if requested by the teacher, in conference with the Superintendent or designee.

The Panel shall report their findings to the Board of Education.

Voluntary Teacher Peer Assistance Program:

This component shall provide assistance to teachers who volunteer for the Program. Voluntary peer assistance is available to both permanent and nonpermanent teachers.
25.2.1 Teachers desiring assistance in improving their teaching practice may apply to the Program for such assistance on a confidential basis. The PAR Panel shall have the authority to accept or reject such referrals.

25.2.2 If a teacher is accepted into the PAR Program as a volunteer, documentation will not be placed into the personnel file only so long as participation continues on a voluntary basis.

25.3 Peer Assistance and Review Panel

25.3.1 The Program shall be governed by the PAR Panel composed of five members, a majority of whom shall be certificated teachers chosen by the Association. The remaining members of the Panel shall be certificated administrators selected to serve on the Panel by the Superintendent. A quorum for Panel meetings shall be three-fifths of the membership. Decisions shall be made by consensus when possible. Should a vote be required, action must be taken on an affirmative vote of at least four members.

25.3.2 Panel members will be selected by the first scheduled PAR meeting in September of each year and serve staggered terms of two years.

25.3.3 Qualifications for the teacher members of the Panel shall be the same qualifications for a peer coach.

25.3.4 If a member of the Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

25.3.5 The PAR Panel shall be responsible for:

25.3.5.1 Establishing its own rules of procedure;

25.3.5.2 Selecting its own chairperson;

25.3.5.3 Providing annual training for PAR Panel members;
25.3.5.4 Establishing a procedure for application and selection of peer coaches;

25.3.5.5 Selecting peer coaches;

25.3.5.6 Arranging appropriate training for peer coaches;

25.3.5.7 Accepting referrals for permanent teacher peer assistance from principals or designated evaluators;

25.3.5.8 Accepting or rejecting voluntary requests for assistance from individual teachers;

25.3.5.9 Any decisions about eligibility for the Program;

25.3.5.10 Sending written notification of participation in the PAR Program to the participating teacher, peer coach, and the principal or designated evaluator;

25.3.5.11 Meeting at least four times a year annually to review the work of the coaches with their caseloads. Generally, the Panel shall meet within the Panel members' workday; however, work after 3:30 p.m. shall be compensated in the following manner: $40.00 an hour with a minimum of one hour. Any additional time prorated to the nearest quarter hour.

25.3.5.12 Monitoring the work of peer coaches and their documentation;

25.3.5.13 Reviewing peer review reports prepared by peer coaches;

25.3.5.14 Monitoring the progress of permanent teacher peer assistance, including making reports to the Board of Education regarding PAR Program participants, and informing the Board of the names of PAR participants who have not demonstrated "satisfactory improvement" after
receiving sustained assistance from a peer coach. All reports pursuant to this provision shall be made to the Board not later than March 1 of the school year in which the PAR Program was utilized to assist a teacher.

25.3.5.15 Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluation shall be presented to the Board of Education at a regular meeting no later than May 15 of each school year.

25.3.6 A Panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal conflict of interest.

25.4 Peer Coaches

25.4.1 The number of coaches shall be determined by the number of eligible participants in the PAR Program and funding available from the State for the Program.

25.4.2 A coach shall serve as long as it is approved by the PAR Panel.

25.4.2.1 All such terms are subject to annual evaluation by the Panel. The documentation of such evaluation shall not be made a part of the coach's personnel file, except upon the written request of the individual coach.

25.4.3 The parties do not see this position as a part of the career ladder of an individual who seeks to be an administrator in the District.

25.4.4 Coaches must be selected by the PAR Panel and they are assigned by the Panel to assist another teacher who is in need of development of subject matter knowledge, teaching strategies, teaching methodology or instruction.

25.4.5 In order to be selected as a peer coach, a teacher must possess
the following requisite minimum qualifications:

25.4.5.1 A credentialed teacher with permanent status;
25.4.5.2 Three years of teaching experience;
25.4.5.3 Demonstrated exemplary teaching ability as provided by Education Code Section 44500.

25.4.6 Peer coaches shall be selected in the following manner:

25.4.6.1 Candidates must file an application with the Panel;
25.4.6.2 Panel members may observe candidates for peer coach performing in their classrooms prior to the selection. Observations will be arranged with the site administrator and the candidates;
25.4.6.3 The Panel may establish additional procedures for selecting peer coaches, which shall include peer coaches approved by the County Department of Education's PAR Panel.
25.4.6.4 Selection of a peer coach shall be by majority vote of the Panel.

25.4.7 If there is a sufficient number of coaches available, coaches shall have the responsibility for one teacher. No coach should have the responsibility of more than two teachers. Each participant shall receive a minimum of twelve hours of assistance per trimester.

25.4.8 The site principal along with the teacher being recommended to PAR shall select the PAR coach. The teacher going into PAR shall make the final determination.

25.4.9 The peer coach and participating teacher shall prepare an Individual Assistance Plan which outlines the assistance to be provided as well as timelines.

25.4.10 Teachers who serve as coaches on a full-time basis will accrue seniority during their coaching term and will have the right to return to a similar assignment upon completion of
their term.

25.4.11 Teachers who function as a peer coach during their regular workday shall receive their regular salary. Teachers who function as a peer coach outside their regular workday shall be compensated in the following manner:

25.4.11.1 $40.00 an hour with a minimum of one hour. Any additional time prorated to the nearest quarter hour.

25.5 Permanent Teacher Due Process Rights

25.5.1 The permanent teacher shall be entitled to review all reports generated by the peer coach prior to their submission to the Panel and to have affixed thereto his or her comments. To effectuate this right, the peer coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

25.5.2 The permanent teacher shall have a right to be represented by the Association in any meetings of the Panel to which they are called, and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.

25.5.3 The permanent teacher shall have the right to timely progress reports.

25.5.4 The permanent teacher shall have the right to present reasons why a specific peer coach should be replaced and another coach substituted and to have those reasons considered.

25.5.5 A teacher shall not have access to the grievance process to challenge the content of reports or decisions by the Panel, but may file responses which shall become part of the official record of the intervention.

25.5.6 This Program in no manner diminishes the legal rights of bargaining unit members.
25.6 Voluntary Teacher Peer Assistance Program

25.6.1 A teacher may volunteer for the peer assistance program. The PAR Panel will determine whether the teacher may participate in the program. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any voluntary participants.

25.6.2 The coach and teacher will meet to determine the volunteer teacher's needs and jointly develop an Individual Learning Plan. This plan will draw from the course of assistance that is available through the PAR Program enumerated in 25.1.6 and include timelines.

25.6.3 Coaches will provide oral and written feedback documentation to the volunteer teacher. Communication between a voluntary participant and his or her coach concerning participation in the Program shall remain confidential.

25.6.4 Documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis.

25.6.5 The volunteer teacher may terminate his or her participation in the Program at any time.

25.6.6 If a Voluntary Participant is formally referred to the PAR Program, the voluntary status ceases effective the PAR referral date.

25.7 Miscellaneous Provisions

25.7.1 Expenditures for the Program shall not exceed revenues received from the state for the PAR Program.

25.7.2 Funds shall be set aside to allow for release days and/or conferences as developmental tools for teachers and peer coaches assigned to the Program.

25.7.2.1 All PAR Program costs will be borne by the PAR Program budget.

25.7.3 It is the intent of the District and Association that this Article...
remain in effect for as long as specific state funding for the California Peer Assistance and Review Program for Teachers is received by the District. If state funding for the PAR Program is eliminated, this Article shall expire and have no force or effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the PAR Program has been eliminated.

25.7.4 The District and Association agree that this Article shall be reopened if either the Education Code Section 444500 et. seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

25.8 Governing Board Review of Recommendations by Panel: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

25.9 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or teacher under provisions of the Education Code relating to employment, classification, retention or non-re- reelection of certificated staff.

25.9.1 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.

25.10 Hold Harmless: The District shall hold harmless the members of the PAR Panel, the peer coaches and the Earlimart Teachers Association for any liabilities arising out of their participation in this Program as provided by Education Code Section 44503(c). All legal costs for the above will be borne by the District.

25.11 Confidentiality: All proceedings and materials related to the administration
of this program shall be strictly confidential. Therefore, Panel members and coaches may disclose such information only as necessary to administer the Program.

25.12 **Records:** Documents and writings relating to an employee's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code Section 6250 et. seq.).

25.13 **Non-Management/Supervisory Status:** Functions performed by teacher Panel members and/or peer coaches pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

25.14 **Association Representation:** A participating teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

**ARTICLE XXVI: JOB SHARING**

26.1 **Term**

26.1.1 Job sharing agreements will start on July 1 of one calendar year and run until June 30 of the next calendar year.

26.1.2 Job sharing agreements shall be effective only upon approval of the Board of Trustees, whose decision shall be final. Approval of job sharing agreements shall be at the discretion of the District and subject to final approval of the Board.

26.1.2.1 The District may decline to approve any job sharing agreement where the number of job sharing agreements already approved is at the maximum the District can accommodate. In such case, the applicants may request to be placed on a waiting list.

26.2 **Implementation**

26.2.1 Job sharing will be voluntary and initiated by the interested teachers.
26.2.2 At least one teacher in a proposed job sharing agreement shall, at the time application is made, be a tenured teacher of the District.

26.2.3 The teacher(s) initiating the job sharing must apply in writing to the Superintendent, with copy to the site administrator, no later than May 1.

26.2.3.1 The application shall include the names of both teachers who intend to participate in the job sharing agreement.

26.2.3.2 The application shall include the proposed job share schedule, stating how the teachers intend to divide the responsibilities stated in section 26.4.1-26.4.3.

26.3 Work Year

26.3.1 If the proposed job sharing partners are both current District employees, and both have the necessary credential(s) to fill the proposed job sharing position, the District shall approve or disapprove the application within ten (10) working days of receipt.

26.3.1.1 Disapproval of a job sharing agreement shall be based on educational reasons, the lack of feasibility of the schedule proposed under section 26.2.3.2, the inability of the proposed job sharers to work together, or because of the number of previously existing job sharing agreements, pursuant to section 26.1.2.1.

26.3.1.2 If a job sharing application is not approved, the teachers who submitted the application shall have five (5) days in which to revise and resubmit the application to include one (1) new applicant teacher's name.

26.3.1.2.1 This option to resubmit the
application shall not be available where the application was denied for reason(s) other than the identity of the job sharing teacher(s).

26.3.2 The District shall have ten (10) working days from the receipt of this application in which to accept or deny the application for employment.

26.3.2.1 If the job share is not approved, the teachers who submitted the application shall have five (5) days in which to revise and resubmit the application to include one (1) new applicant teacher's name. The grounds for approval/disapproval shall be as stated in sections 26.3.1.1 and 26.3.2.1.

26.3.2.2 This option to resubmit the application shall not be available where the application was denied for reason(s) other than the identity of the job sharing teacher(s).

26.3.3 When a job share agreement is approved by the District, the participating teachers and their site administrator shall sign a job share contract stating the terms of the job share and the work calendar, pursuant to section 26.4.

26.4 Work Year

26.4.1 Teachers who are working under a job sharing agreement shall each work ninety (90) teaching days and two (2) non-teaching work days.

26.4.2 Both job sharing partners are required to attend:

26.4.2.1 Back to School Night
26.4.2.2 Parent/teacher conferences
26.4.2.3 Two (2) non-teaching work days.

26.4.3 Where one of the following occurs on one of the job sharing
teacher's non-work days under the job sharing agreement, that
teacher's attendance shall be optional:
26.4.3.1 After school programs
26.4.3.2 Open House
26.4.3.3 Staff meetings for reasons other than mentioned
herein.
26.4.4 The job sharing teachers shall agree upon, and shall
incorporate into their signed agreement (see 26.3.6), a plan to
share equally all staff development days.
26.4.5 It is the responsibility of the job sharing partners to
communicate with each other in order to share information
from meetings or activities attended by only one member of
the partnership.

26.5 Employee Benefits
26.5.1 The District shall pay fifty percent (50%) of the cost for those
part-time employees electing to accept employee health and
welfare benefits as provided in Article 10 of this Agreement.
Said teacher shall pay the remaining cost by payroll
deduction.
26.5.2 Teachers participating in job sharing shall earn State
Teacher's Retirement System (STRS) credit based on the
portion of the year each teaches, i.e., one half year teaching
results in one half year's STRS credit.

26.6 Salary
Each teacher in a job share will be paid according to his/her individual
placement on the Salary Schedule. Teachers will receive fifty percent
(50%) of the salary paid at their step and column on the Salary Schedule.
26.6.1 Teachers in a job share will advance one (1) step on the
Salary Schedule for each two (2) years they teach in a job
share.
26.6.2 Teachers in a job share will move from one (1) column to the
next on the Salary Schedule in the normal manner.
26.6.3 Teachers who hold one of the Special Credentials listed in Appendix C will receive fifty percent (50%) of the normal stipend.

26.6.4 Job share teachers whose class has an overage will receive compensation only for the days they teach in the class.

26.7 Leaves and Seniority

26.7.1 Each job share teacher will be entitled to five (5) annual sick leave days.

26.7.2 The job share teachers will decide which of them will receive the 9.6 leave day for that school year, and will include this on the Job Share contract they file with the District.

26.7.3 Seniority for job sharing teachers shall be counted as follows: two (2) years teaching under a job sharing agreement equals one (1) year of seniority.

26.8 Evaluations

26.8.1 Teachers in a job share will be evaluated individually, according to the provisions of Article XIII of this Contract.

26.8.2 If a probationary teacher is notified that he/she will not be employed by the District in the next school year, the other teacher in the job share has the option of seeking another job share partner or of assuming the position full-time in the upcoming year. If one job sharing partner decides to seek another job sharing agreement with a different partner, s/he shall make application to the District pursuant to Section 26.3.

26.8.3 The job sharing agreement will be reviewed by the site administrator as follows:

26.8.3.1 If the site administrator has a concern about the job share, he/she will notify the partners in writing of this concern by December 5. This notification will consist of a list of specific concerns.

26.8.3.2 A meeting between the administrator and the
job share partners will be held, at which time the teachers can respond to the administrator's concerns and the administrator can help to suggest some possible solutions.

26.8.3.3 The job share partners have until March 10 to address the concerns about the job share. If at that time the District is still unsatisfied with the job share arrangement, the teachers will be notified, in writing, that the job share will not be approved for the following year.

26.8.3.4 Nothing in this section shall preclude the site administrator from raising concerns about the job share after December 5, nor shall the District be precluded from disapproving the job sharing in subsequent years based on concerns which arose after December 5.

26.9 Termination of/Reapplication for Job Sharing

26.9.1 Job sharing contracts will automatically terminate at the end of each school year. If the participants desire to continue the arrangement for another school year, they shall reapply pursuant to section 26.3.

26.9.1.1 Either member of the job sharing partnership may choose to withdraw from the agreement. Except in an emergency, a job share teacher who wants to end a job share will notify, in writing, both his/her partner and the District by April 1 of his/her intention to leave the job share.

26.9.1.2 If the non-withdrawing partner desires to continue job sharing for another school year, s/he shall apply pursuant to section 26.3

26.9.1.3 At the end of a job sharing agreement, the
teacher with the most grade level seniority may decline to apply for its renewal and instead claim the formerly job shared position for him/herself on a full time basis.

26.9.1.3.1 A teacher electing this option shall give written notice to the District not later than March 1.

26.9.1.3.2 Where the job sharing partners have equal seniority, the partner who has the ability to exercise 26.9.1.3 rights shall be determined by lottery.

26.9.1.4 The less senior teacher in a job sharing agreement which is terminating may apply pursuant to section 14.2 of this agreement to fill a different position in the District for the next school year, unless the teacher resigns or has been non-reelected.

26.10 Absences

Job sharing partners may substitute for each other in the event of absences, under the following terms:

26.10.1 Substitution shall be permitted so long as the absence is not more than ten (10) consecutive school days.

26.10.2 Where one job sharing partner is substituting for another, one partner shall notify the site administrator not later than 7:30 a.m. on the day of the substitution.

26.10.3 If one job sharing partner is unable to substitute for the other, the teacher who intends to be absent shall follow existing District procedure to notify the District of his/her absence.

26.10.4 Job sharing teachers who substitute for each other shall be paid the normal rate for a substitute.
ARTICLE XXVII: TERM

27.1 Term
The term of this agreement shall be from July 1, 2015 until June 30, 2017; however, the Agreement shall remain in full force and effect until a successor agreement is negotiated.

27.2 Reopeners
For the 2016-17 school year, reopeners shall include salary, benefits and two articles of each party’s choice.

ARTICLE XXVIII: MISCELLANEOUS PROVISIONS

28.1 Other Terms and Conditions
Except as set forth above, all other terms and conditions of the existing Collective Bargaining Agreement shall remain unchanged.

28.2 Ratification Process
The Association agrees to seek ratification of this Tentative Agreement as soon as possible. If the Association ratifies this Tentative Agreement, it shall be submitted to District’s governing board for ratification as soon as possible. If both the Association and the District ratify this Tentative Agreement, negotiations for the 2015-16 school year shall be deemed concluded. If either the Association or the governing board do not ratify this Tentative Agreement, the parties shall immediately recommence negotiations for the 2015-16 school year.

28.3 Republication of the CBA
Following ratification of this Tentative Agreement, the Association shall work with the District to have the Agreement republished in accordance with section 28 of the Collective Bargaining Agreement.
SIGNATURES

IN WITNESS WHEREOF, the parties hereunto set their hands this

FOR THE DISTRICT

[Signature]
Superintendent

FOR THE ASSOCIATION

[Signature]
Association President
APPENDIX A
2016-2017 CERTIFICATED SALARY SCHEDULE

Earlimart School District
Certificated Salary Schedule
2016-2017

<table>
<thead>
<tr>
<th>STEP</th>
<th>102.50%</th>
<th>AA</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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<td>$ 56,044</td>
<td>$ 57,804</td>
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<td>$ 57,804</td>
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<td>$ 61,513</td>
<td>$ 63,470</td>
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<td>$ 57,804</td>
<td>$ 59,627</td>
<td>$ 61,513</td>
<td>$ 63,470</td>
<td>$ 65,488</td>
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<td>$ 59,627</td>
<td>$ 61,513</td>
<td>$ 63,470</td>
<td>$ 65,488</td>
<td>$ 67,581</td>
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<td>$ 63,470</td>
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<td>$ 67,581</td>
<td>$ 69,746</td>
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<td>$ 67,581</td>
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<td>$ 76,709</td>
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<td>$ 76,709</td>
<td>$ 81,563</td>
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<td>$ 81,178</td>
<td>$ 85,521</td>
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<td>$ 83,607</td>
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<td>$ 94,778</td>
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</table>
APPENDIX B

RULES FOR INITIAL PLACEMENT AND ADVANCEMENT ON THE SALARY SCHEDULE

A. Rules for Initial Placement and Advancement on Salary Schedule

1. Classification Requirements
   - Class AA – Bachelors Degree plus Credential
   - Class A – Bachelors Degree plus 30 semester units
   - Class B – Bachelors Degree plus 45 semester units
   - Class C – Bachelors Degree plus 60 semester units
   - Class D – Bachelors Degree plus 75 semester units or Masters Degree
   - Class E – Bachelors Degree plus 75 semester units plus Masters Degree

2. Initial Placement
   At the time of initial placement on the salary schedule, teachers shall be given credit on a year-for-year basis for up to fifteen (15) years of prior experience as a fully credentialed full-time public school teacher. Substitute service, service in a private school, or service not based upon a regular credential shall not count towards service credit for salary placement purposes. Teachers shall be responsible for providing the District appropriate written documentation to substantiate their prior years of service credit.

3. Step Advancement
   Bargaining unit members shall advance on the salary schedule as required by law and this Agreement. As a general rule, bargaining unit members will advance one step for each year of full-time service to the District. Full-time service is defined to mean that the unit member worked at least 75% of the number of required duty days in that school year.

4. Except as otherwise provided in #5 below, teachers shall be placed on the appropriate class of the Salary Schedule in accordance with the degrees and advanced preparation they have completed.

5. Teachers employed in the District in Class I shall continue to be placed in Class I until they possess a preliminary credential. Any teacher who is being paid at a rate higher than Class I Step 1 and who does not possess a valid California teaching credential shall be frozen at that rate of pay until they acquire the necessary credential. If a teacher has been "frozen" on the salary schedule in any column, he/she shall be entitled to a full advancement to the step upon which he/she would otherwise be placed, at such time as he/she accumulates the necessary
6. No credit will be given for upper division units taken before the Baccalaureate Degree is granted, except when such units are clearly designated on the transcript as post graduate units by the college or university.
7. Upon initial employment, salary payments may be delayed until all verifications are completed and on file.
8. Lower division courses earned after employment will be accepted as units beyond the degree for purposes of advancing on the District salary schedule when the attainment of such units can be demonstrated as having the potential for improving the employee's capability to meet the needs of his/her particular assignment. Prior approval for utilization of such courses shall be obtained from the District Superintendent, or District form (see Appendix B-1).
9. There shall be no limit upon the number of units that may be taken during any school year for purposes of advancement on the District salary schedule.
10. Advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If a teacher is employed for at least 75% of the school year, he/she shall be given salary schedule advancement for the following year.
11. Teachers contemplating salary advancement because of additional course work shall file with the Superintendent a notice of intention (see Appendix B-1) to do such work not later than May 1 and must submit legible verification of appropriate lower division or graduate level units on or before October 10th in order to qualify for such advancement. Only official sealed transcripts will be accepted by the district. Report cards and unofficial transcripts will not be accepted.
12. A teacher must receive a grade of "C" or better or "pass" or "credit" in any college course while attempting to qualify for a higher classification, or that course shall not be counted for classification credits.
13. Unit Conversion - Quarter units are converted to semester units by multiplying the quarter unit by 2/3.
14. The District shall provide each teacher by April 1 of each school year a statement of the number of units that the District has on file for him/her.
PROFESSIONAL GROWTH INTENT FORM

EARLIMART SCHOOL DISTRICT
CERTIFIED PERSONNEL

PROFESSIONAL GROWTH INTENT FORM

In accordance with the contract between the Earlimart Teachers Association and the Earlimart Elementary School District, Teachers contemplating salary advancement because of additional work during the summer should file, a notice of intention to do such work by May 1\textsuperscript{st} and submit a verification of completion by October 10\textsuperscript{th} in order to qualify for such advancement.

The district shows that you have ______ units on file.

Name: __________________________ Date: __________________

_______ I do not plan to take any units.

_______ I plan to take units listed, but they will not cause a change in salary classification for the following school year.

_______ I plan to complete, or have completed, the following professional training, which will change my classification.

_______ I plan to take a lower division class which will assist me with my students:

<table>
<thead>
<tr>
<th>Institution</th>
<th>Course</th>
<th>Quarter Units</th>
<th>Semester Units</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
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Course should be in accordance with education codes, policies and regulations, and as specified in the current ETA/CTA/District Contract (Appendix C)

_______ I request these units be approved for future reclassification.

_______ I request these units be approved for reclassification on the salary schedule as follows for the _______________ school year:

From: Step _______ Class _______ To: Step _______ Class _______

Teacher’s Signature: __________________________________________

Site Administrator’s recommendations, comments etc.:

______________________________________________________________

Administrator’s Signature: ____________________________________

Please return to the site’s Administrative Assistant by April 11.
Thank you.
APPENDIX C
EXTRA DUTY PAY SCHEDULES

1. Teachers volunteering to serve in the following special assignments shall be paid as indicated for time spent above and beyond the normal school day:

2. Time spent in activities which receive an hourly stipend shall be at the request of the District.

3. Hours to be compensated at the following rates are to be recorded on forms provided by the District and submitted to the Superintendent at the end of each school week in which the services are performed.

   a. Home Teaching $40.00 per hour
   b. Curriculum Development $40.00 per hour
   c. After school or weekend classes, including GATE $40.00 per hour
   d. SCICON Attendance $100.00 per night
   e. Other special assignments $40.00
   f. Supplemental Pay Hourly Rate $40.00 per hour

4. The following stipends are for responsibilities beyond those of a regular classroom teacher and are to be paid annually unless noted differently. The Site Principal will provide written notice to all teachers when a vacancy occurs in these positions. Teachers will then have five (5) working days to respond with an interest form (see appendix) to the appropriate Site Principal. The Site Principal will select employees for vacancies based on the educational need and the following criteria: (1) special skills; (2) credential to perform the services; (3) area of study emphasis; (4) expertise; and (5) special talents.

   A. BTSA Stipend $1,500.00
   B. Resource Teachers $1,500.00
   C. Reading Specialist/Speech and Special Education Credential $1,500.00
   D. All District-Approved Sports, per sport, including, but not limited to Football, Basketball, Baseball, Softball, Volleyball, Soccer, Swimming:
      Athletic Stipend $1,500.00
      Athletic Director $5,000.00
      Referee Fee per game $10.00
   E. Avid Coordinator $1,500.00 and one extra preparatory period
   F. Yearbook $1,500.00
   G. Associated Student Body $1,500.00
   H. Job descriptions and responsibilities for all certificated employees covered by this section of the contract will be kept in the personnel office.
   I. Spirit Team Advisor $1,500.00
APPENDIX C-1
EXTRA DUTY INTEREST FORM

EARLIMART SCHOOL DISTRICT
EXTRA DUTY INTEREST FORM
(For Certificated Personnel Only)

Name: _____________________________

Address: ___________________________

Phone: _____________________________

Position Sought: ______________________

Why are you interested in this position?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

What qualifications do you possess that make you a good candidate for the position?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Other Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

_________________________________________    ______
Candidate's Signature               Date

PLEASE RETURN THIS INTEREST FORM TO YOUR SITE PRINCIPAL
PRIOR TO THE CLOSING OF THIS POSITION
APPENDIX D
GRIEVANCE FORM

EARLIMART TA/CTA/NEA
GRIEVANCE FORM

Grievant's Name: ________________________________

Date Cause of Grievance Occurred: ________________________________

Date of Informal Discussion (Name of Administrator): ________________________________

Statement of Grievance, Including Specific Provision(s) of the Agreement Which are Alleged to Have been Misinterpreted or Misapplied:


Remedy Sought: ________________________________


Date: ________________________________ Signature of Grievant: ________________________________

LEVEL I
Date Received by Immediate Supervisor (and Name of Administrator): ________________________________

Date of Grievance Conference, if Held: ________________________________

Immediate Supervisor's Response (see attached)
Date: ________________________________ Signature and Title: ________________________________

LEVEL II
Date Received by Superintendent or Designee (and Name of Administrator): ________________________________

Date of Conference, if held: ________________________________

Superintendent's Response (see attached)
Date: ________________________________ Signature: ________________________________

LEVEL III
Date of Submission to Mediation: ________________________________

Date of Conference: ________________________________

Mediator's Recommendation: ________________________________

Date: ________________________________ Mediator's Signature: ________________________________

LEVEL IV
Date of Submission to Arbitration: ________________________________

Arbitrator's Decision: ________________________________

Date: ________________________________ Arbitrator's Signature: ________________________________
APPENDIX E
REQUEST FOR CHANGE OF ASSIGNMENT/SCHOOL

EARLIMART SCHOOL DISTRICT
Request for Change of Assignment and/or School

TEACHER: ___________________________ DATE: ______________

CURRENT ASSIGNMENT: ______________ TRACK: ____________

GRADE LEVEL: ______________________ SITE: ______________

CREDENTIAL(s) HELD: __________________________

-----------------------------------------------

DESIRED JOB VACANCY:

TRACK: __________ GRADE: __________ SITE: ______________

CREDENTIAL(S) REQUIRED: __________________________

-----------------------------------------------

I understand that the selection made for the above position will be based on the criteria listed in Article XIV: Transfers of the current agreement by and between the Earlimart School District and the Earlimart Teachers Association/CTA/NEA. (Article XIV printed on back side of this page(s).

TEACHER'S SIGNATURE ___________________________ DATE ______________

PRINCIPAL'S SIGNATURE* ___________________________ DATE ______________

* Teacher's current site principal endorses this form acknowledging employee's interest to transfer.

Copies: Original/Personnel
        Yellow/Principal
        Pink/Employee

5/95 - T.A.G.
**APPENDIX F**

**2016-2017 CALENDAR**

**EARLIMART SCHOOL DISTRICT**  
P.O. BOX 13970  
EARLIMART, CA 93219  

**ELEM:** 661-849-2651  
**ALILA:** 661-849-4202  
**MIDDLE:** 661-849-2611  
**CDS:** 661-849-4035  
**DISTRICT OFFICE:** 661-849-3385  
www.earlimart.org

**STUDENT INSTRUCTIONAL DAYS:** 180

**TEACHER WORK DAY/NO SCHOOL:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Reason</th>
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**STAFF DEVELOPMENT/NO SCHOOL:**

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<tr>
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<th>Reason</th>
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**LEGAL HOLIDAYS/NO SCHOOL:**

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**REGULAR STUDENT DAY**

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<th>Reason</th>
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**MINIMUM DAY STUDENT DISMISSAL TIME:**

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<th>Time</th>
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<td>2:15PM</td>
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**PARENT CONFERENCE (Minimum Days):**

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<tr>
<td>Middle</td>
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**END OF TRIMESTERS:**

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<tr>
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<tr>
<td>Middle</td>
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**DISTRICT CALENDAR**

**2016-2017 School Year**

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<tr>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
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<th>NOVEMBER</th>
<th>DECEMBER</th>
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<th>JANUARY</th>
<th>FEBRUARY</th>
<th>MARCH</th>
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<th>APRIL</th>
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<th>JUNE</th>
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“Every Child.....Every Opportunity......Everyday”

“Every Child.....Every Opportunity......Everyday”

*Adopted:* 02/28/96

Earlimart TA / CTA / NEA  
70  
2016-2017 Reopeners
### APPENDIX G

#### 2016-2017 BENEFIT INFORMATION

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<th>PPO PLANS</th>
<th>100% - D $20</th>
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<tr>
<td><strong>CALENDAR YEAR OUT-OF-POCKET MAXIMUM (OOP)</strong></td>
<td>Member Pays</td>
</tr>
<tr>
<td>Individual/Family Deductibles</td>
<td>$300/$600</td>
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<tr>
<td>Individual/Family Out of Pocket Max (includes deductibles and co-pays)</td>
<td>$1,000/$3,000</td>
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<th><strong>PROFESSIONAL SERVICES</strong></th>
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<tbody>
<tr>
<td>Office Visit co-pay</td>
<td>$20</td>
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<tr>
<td>Urgent Care co-pay</td>
<td>$20</td>
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<td>Specialties/Consultants co-pay</td>
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<td>Prenatal, postpartal office visit co-pay</td>
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<tr>
<td>Scans: CT, CAT, MRI, PET etc.</td>
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<tr>
<td>Diagnostic X-ray &amp; Laboratory Procedures</td>
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<tr>
<td>Infertility (diagnosis/treatment of causes of infertility)</td>
<td>Not covered</td>
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<td>Preventive Care Services (includes physical exams &amp; screenings)</td>
<td>0%, Deductible Waived</td>
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<th><strong>HOSPITAL &amp; SKILLED NURSING FACILITY SERVICES</strong></th>
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<td>Emergency Room visit co-pay (waived if admitted)</td>
<td>$100</td>
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<td>Inpatient Hospital co-pay (preauthorization required)</td>
<td>0%</td>
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<tr>
<td>Outpatient Hospital co-pay</td>
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</tr>
<tr>
<td>Surgery, Outpatient (performed in an Ambulatory Surgery Center)</td>
<td>0%</td>
</tr>
<tr>
<td>Surgery, Outpatient (performed in a Hospital)</td>
<td>0%</td>
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<tr>
<th><strong>MENTAL HEALTH SERVICES &amp; SUBSTANCE ABUSE TREATMENT</strong></th>
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<tr>
<td>INPATIENT CARE: Facility based care (preauthorization required)</td>
<td>0%</td>
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<tr>
<td>OUTPATIENT CARE: Facility based care (preauthorization required)</td>
<td>Deductible waived office visit co-pay applies</td>
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<table>
<thead>
<tr>
<th><strong>OTHER SERVICES</strong></th>
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<tbody>
<tr>
<td>Acupuncture - Limits apply</td>
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<tr>
<td>Ambulance (Ground or Air)</td>
<td>0%</td>
</tr>
<tr>
<td>Chiropractic - Limits apply</td>
<td>0%</td>
</tr>
<tr>
<td>Durable Medical Equipment (DME)</td>
<td>0%</td>
</tr>
<tr>
<td>Physical and Occupational Therapy - Limits apply</td>
<td>0%</td>
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<table>
<thead>
<tr>
<th><strong>PRESCRIPTION DRUG PLANS</strong></th>
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</thead>
<tbody>
<tr>
<td>Generic co-pay/day/supply</td>
<td>$5/30 Days</td>
</tr>
<tr>
<td>Brand co-pay/day/supply</td>
<td>$36/30 Days</td>
</tr>
<tr>
<td>Mail Order (Generic/Brand co-pay/day/supply)</td>
<td>$0.55/90 Days</td>
</tr>
<tr>
<td>Vision Service Plan (<a href="http://www.vsp.com">www.vsp.com</a>)</td>
<td>Plan B, $10 co-pay Exam &amp; lenses every calendar year, frames every 2 years</td>
</tr>
<tr>
<td>Delta Dental Plan: (<a href="http://www.deltadentalca.org">www.deltadentalca.org</a>)</td>
<td>Premier Incentive Plan, $1,500 cal yr max. Onsite 50% up to $1,000 lifetime.</td>
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<table>
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<tr>
<th><strong>RATES</strong></th>
<th>2015-16</th>
<th>2016-17</th>
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</thead>
<tbody>
<tr>
<td>Medical</td>
<td>$1,335.00</td>
<td>$1,285.00</td>
</tr>
<tr>
<td>Dental</td>
<td>$115.90</td>
<td>$114.50</td>
</tr>
<tr>
<td>Vision</td>
<td>$19.70</td>
<td>$19.70</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL PER EMP/MCO ANNUAL PREMIUM</td>
<td>$1,460.60</td>
<td>$5,420.20</td>
</tr>
<tr>
<td>DISTRICT CONTRIBUTION</td>
<td>$17,318.00</td>
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<tr>
<td>DIFFERENCE PER EMP/MCO (S1)</td>
<td>-$13,87</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th><strong>NOTATIONS:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>This sheet is only a brief summary of benefits that reflect in-network benefits. Please review the benefit summaries or plan booklets for details, limitations and exclusions. Benefits may be subject to change due to mid-year legislative OOP maximum on Anthem plans with a Network pharmacy carve out does not include prescription drug co-pays. Co-insurance and co-pays do NOT carryover to the next calendar year. Plans with a deductible all have 4th quarter carveovers (October 1 - December 31)</td>
</tr>
<tr>
<td>The district may not partially pay reimburse or otherwise reduce the member's OOP responsibility. For plans with a deductible, co-insurance applies after the deductible has been met unless otherwise noted.</td>
</tr>
</tbody>
</table>
APPENDIX H
EVALUATION FORM

EARLIMART SCHOOL DISTRICT
TEACHER SUMMARY EVALUATION FORM (PAGE 1)

EVALUATEE: _______________________________ EVALUATOR: _______________________________ DATE: _______________________________
SCHOOL: _______________________________ GRADE: _______________________________ SUBJECT: _______________________________

EVALUATION CODE:
Exceeds Standards: - - - - - - - - - - - - - - - - - - - - - -1
Meets Standards: - - - - - - - - - - - - - - - - - - - - - - - - -2
Working Towards Standards: - - - - - - - - - - - - - - - - - - -3
Does Not Meet Standards: - - - - - - - - - - - - - - - - - - - - - - - - -4

<table>
<thead>
<tr>
<th>STANDARD ONE: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1 Using knowledge of students to engage them in learning</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1-2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1-3 Connecting subject matter to meaningful, real-life contexts</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1-4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1-5 Promoting critical thinking through inquiry, problem solving and reflection</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1-6 Monitoring student learning and adjusting instruction while teaching</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STANDARD TWO: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2-2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2-3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2-4 Creating a rigorous learning environment with high expectations and appropriate support for all students</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2-5 Developing, communicating and maintaining high standards for individual and groups behavior</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2-6 Employing classroom routines, procedures, norms and support for positive behavior to ensure a climate in which all students can learn</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2-7 Using instructional time to optimize learning</td>
<td>☐</td>
<td>☐</td>
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</tr>
</tbody>
</table>
### STANDARD THREE: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-1. Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3-2. Applying knowledge of students' development and proficiencies to ensure student understanding of subject matter</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3-3. Organizing curriculum to facilitate student understanding of the subject matter</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3-4. Utilizing instructional strategies that are appropriate to the subject matter</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3-5. Using and adapting resources, technologies and standards aligned instructional materials to make subject matter accessible to all students</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3-6. Addressing the needs of English Learners and students with special needs to provide equitable access to the content</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>

### STANDARD FOUR: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

<table>
<thead>
<tr>
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<th>1</th>
<th>2</th>
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<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-1. Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4-2. Establishing and articulating goals for student learning</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4-3. Developing and sequencing long-term and short-term instructional plans to support student learning</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4-4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4-5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>
**STANDARD FIVE:**  
ASSESSING STUDENTS FOR LEARNING

<table>
<thead>
<tr>
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<th>1</th>
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<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-1 Applying knowledge of the purposes, characteristics and uses of different types of assessments</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5-2 Collecting and analyzing assessment data from a variety of sources to inform instruction</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>5-3 Reviewing data, both individually and with colleagues, to monitor student learning</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5-4 Using assessment data to establish learning goals and to plan, differentiate and modify instruction</td>
<td>☐</td>
<td>☐</td>
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<td>☐</td>
</tr>
<tr>
<td>5-5 Involving all students in self-assessment, goal setting and monitoring progress</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5-6 Using available technologies to assist in assessment, analysis, and communication of student learning</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5-7 Using assessment information to share timely and comprehensible feedback with students and their families</td>
<td>☐</td>
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</tbody>
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**STANDARD SIX:**  
DEVELOPING AS A PROFESSIONAL EDUCATOR (Professional Learning Community)

<table>
<thead>
<tr>
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<th>1</th>
<th>2</th>
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</tr>
</thead>
<tbody>
<tr>
<td>6-1 Reflecting on teaching practices to support student learning</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6-2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</td>
<td>☐</td>
<td>☐</td>
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<td>☐</td>
</tr>
<tr>
<td>6-3 Collaborating with colleagues and the broader professional community to support teacher and student learning</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>6-4 Working with families to support student learning</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6-5 Engaging local communities in support of the instructional program</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6-6 Managing professional responsibilities to maintain motivation and commitment to all students</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6-7 Demonstrating professional responsibility, integrity, and ethical conduct</td>
<td>☐</td>
<td>☐</td>
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</tr>
</tbody>
</table>

*"A teacher receiving any "Does Not Meet Standards" in standards 1-5 might be referred to the PAR Program and there will be an Assistance Plan developed by the site administration."*
SUMMARY:

Evaluatee Statement:
I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in performance is indicated. I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement in writing to accompany this form.

_________________________  _____________
EMPLOYEE'S SIGNATURE        DATE

_________________________  _____________
EVALUATOR'S SIGNATURE        DATE
## Assistance Plan

To be completed for each "does not meet standards" item a teacher receives in the area of ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING, CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING, UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING, PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS, ASSESSING STUDENTS FOR LEARNING, DEVELOPING AS A PROFESSIONAL EDUCATOR. Please use concise and complete statements.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Job Description Title</th>
<th>School or Dept.</th>
<th>Grade/Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of re-evaluation</th>
<th>Length of Plan (specify dates)</th>
<th>Page of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
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### REQUIRES IMPROVEMENT
(List Section and Describe)

<table>
<thead>
<tr>
<th></th>
<th>ASSISTANCE TO BE PROVIDED (Include Data)</th>
<th>RESULTS OF ASSISTANCE (Include Re-evaluation Date)</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

Evaluator's Signature   Date
Evaluator's Signature   Date
Director of Curriculum & Instruction Date
Director of Human Resources Date

I have received a copy of this report. My signature does not necessarily indicate agreement. I may attach a written response within a reasonable period of time from the date on which the report is received. Such written response is to become a permanent part of the report.

REVISED 05/01/2015