

**AGREEMENT BETWEEN THE
BEND ELEMENTARY SCHOOL DISTRICT
AND THE
BEND TEACHERS ASSOCIATION**

July 1, 2009 – June 30, 2012

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ARTICLE I: AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Bend Elementary School District ("DISTRICT") and Bend Teachers Association CTA/NEA ("ASSOCIATION").
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("ACT").
- 1.3 This Agreement shall remain in full force and effect from July 1, 2009 until June 30, 2012.

ARTICLE II: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative of all District certificated employees with probationary, permanent or temporary status, excluding management, confidential and supervisory employees, as defined in the ACT, for the purposes of meeting and negotiating.

ARTICLE III: NEGOTIATION PROCEDURES

- 3.1 During the calendar year in which this Agreement expires, the District and Association shall meet and negotiate within thirty (30) calendar days, except by mutual agreement, after the completion of the public notice requirements of the Educational Employment Relations Act.
- 3.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 3.3 Negotiations shall take place at mutually agreeable times and places.
- 3.4 Tentative agreements shall be reduced to writing, signed and dated.

ARTICLE IV: ASSOCIATION RIGHTS

4.1 Access to Employees

The Association shall have the right of access to areas in which employees work. Unless otherwise approved by the Superintendent/Principal, all Association business, discussion and activities shall be conducted outside of employees' assigned duty times and in such a way which will not interfere with school programs. Association representatives who are not employed by the District shall follow District procedures upon arrival at the school campus.

4.2 Use of Facilities

When not otherwise in use, the Association may use District facilities and buildings for the purposes of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act. District policies regulating the use of facilities and buildings must be followed.

4.3 Use of Bulletin Boards and Other Means of Communications

The Association has the right to use, without charge, institutional bulletin boards, mailboxes, and other means of communications, consistent with District policies and the rights guaranteed by the Educational Employment Relations Act.

4.4 Upon request of the Association, the District shall furnish within a reasonable period of time any public information necessary for the Association to fulfill its role as the exclusive representative.

ARTICLE V: DISTRICT RIGHTS

- 5.1 It is agreed and understood that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 5.2 The District's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE VI: GRIEVANCE PROCEDURES

6.1 Definitions

- 6.1.1 A "grievance" is a claim that there has been a violation, misinterpretation of misapplication of the specific written terms of this Agreement.
- 6.1.2 A "grievant" is the teacher making the claim or the Association.
- 6.1.3 "Days" as referred to in this Article mean any day, which is designated as a workday for unit members.

6.2 Time Limits

- 6.2.1 Failure by the grievant to abide by the time limits shall cause the grievance to be considered withdrawn. Failure by the district to abide by the time limits shall cause the grievance to automatically move to the next level.
- 6.2.2 Time limits for decisions and appeals at each level shall begin the day following receipt of the decision or appeal by the parties.
- 6.2.3 Time limits may be changed by mutual written agreement.

6.3 Procedure

6.3.1 Informal Level

Within twenty (20) days after the grievant knew or reasonably should have known of the alleged violation, the grievant will informally discuss the grievance with the Superintendent/Principal in an effort to resolve the matter.

6.3.2 Formal Level One

6.3.2.1 Within ten (10) days of the Informal Conference, and if no resolution has been reached, the grievant may present a grievance in writing to the Superintendent/Principal.

6.3.2.2 This statement shall be a clear, concise statement of the grievance, citing the specific section of the contract allegedly to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

6.3.2.3 The Superintendent/Principal shall communicate a decision to the grievant in writing, within ten (10) days of receiving the written statement of the grievance.

6.3.3 Formal Level Two (Mediation)

Prior to submission to Formal Level Three, upon written request of the Association within ten (10) days of the decision at Level I, the grievance may be submitted to the mediation process for voluntary settlement. The parties will jointly request the California State Mediation and Conciliation Service for such services. During the pendency of such mediation, the time limits herein will be suspended.

6.3.4 Formal Level Three (Arbitration)

6.3.4.1 If the grievance is not adjusted at Level Two (or if Level Two is bypassed) within ten (10) days of the conclusion of mediation, the Association may submit to the Superintendent/Principal or designee a written request for arbitration.

6.3.4.2 The District and Association shall attempt to select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected within ten days of said notification, the parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service who are experienced in hearing grievances in California public school districts. The selection of the arbitrator shall be made by the alternate striking method. The first strike shall be determined by a toss of a coin.

6.3.4.3 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a written decision of the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. If any question arises to the arbitrability of the grievance, the arbitrator shall rule on this issue prior to hearing the merits of the grievance, unless he/she rules otherwise.

6.3.4.4 After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit finding and an award to both parties.

6.3.4.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision contrary to law, on issue(s) not before the arbitrator, nor on facts not supported by the

evidence. The arbitrator's authority to award back pay is limited by applicable law.

6.3.4.6 Any costs of a hearing room and the fees and expenses of the arbitrator shall be borne equally by both parties. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense. All other expenses, except for released time pursuant to the Educational Employment Relations Act, shall be borne by the party incurring them.

6.3.4.7 The finding and decision of the arbitrator shall be final and binding on all parties subject to established right of judicial review.

6.4 General Procedures

6.4.1 Any grievant may be represented at all stages of the grievance procedure by an Association representative.

6.4.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the employee.

6.4.3 An employee may present grievances to the District, and have such grievances adjusted, without the intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

6.4.4 The grievant shall not be allowed to raise issues for the first time at other than the Informal Level.

6.4.5 During the pendency of any proceeding, and until a final determination has been reached, all proceeding shall be private and any preliminary disposition shall not be public without the written agreement of all parties.

6.4.6 An employee grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the decision of the grievance.

ARTICLE VII: ORGANIZATIONAL SECURITY

7.1 Employee Rights

The District and Association recognized the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations.

7.2 Dues Deduction

7.2.1 The Association has the sole and exclusive right to have membership dues deducted by the district for unit members.

7.2.2 The District shall deduct from the pay of Association members and pay to the Association the sum equal to the normal and regular monthly Association membership dues.

7.2.3 Deductions will be made only upon the filing with the District, by the employee, of a signed revocable authorization. Employees have the right to revoke their dues deduction authorization at any time.

a. The District shall notify the Association if any member revokes their dues deduction authorization.

b. The District shall not be obligated to put into effect any new, changed or discontinued dues deduction until the pay period commencing no less than thirty (30) calendar days after submission of the form to the designated representative of the District.

7.3 Agency Fee

7.3.1 Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) calendar days from the date of commencement of duties, except as expressly exempted in this Article, shall pay to the Association a service fee in an amount equal to a fair share of the Association's cost of negotiating and administering a Collective Bargaining Agreement. The unit member may authorize payroll deduction for such fee in the same manner as members of the Association authorized payroll deductions for dues.

7.3.2 In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the District, and the District shall begin automatic payroll deductions as provided in Education Code section 45061 as of the pay period commencing no less than thirty (30)

calendar days after such notification by the Association. There shall be no charge to the Association for such mandatory agency fee deductions.

- 7.3.3 It is agreed and understood that Article 7.3 shall not be subject to Article VI: Grievance Procedure.
- 7.3.4 Nothing in this section shall prohibit an employee from paying service fees directly to the Association.
- 7.3.5 The Association shall provide potential objectors with written information as to their rights as objectors under the rules of the Public Employment Relations Board (PERB). These rights include, but are not limited to, the right to have information about the manner in which the fees are being spent, the right to have fees escrowed until following a hearing and decision by an impartial decision maker, and the right to such a hearing.
- 7.3.6 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to form, maintain membership in, pay service fees to, or financially support the Association as a condition of employment; except that such unit member shall be required to contribute an amount equal to the service fee required in this Agreement to the following charitable organizations:
 - a. Kids Turn.
 - b. The United Way.
 - c. The American Red Cross.
 - d. Any other nonreligious, non-labor charitable organization exempt from taxation under Section 501 (c) of Title 26 of the Internal Revenue code designated by mutual agreement of the District and the Association.

Proof of such payment shall be made annually to the Association.

ARTICLE VIII: HOURS OF EMPLOYMENT

- 8.1 During each school year, full-time unit members shall work 181 days, of which 180 shall be days of student instruction.
- 8.2 The normal on-campus work day for all unit members shall be 7.5 hours and commencing thirty (30) minutes prior to the school's first regularly scheduled class until thirty (30) minutes after the school's last regularly scheduled class.
- 8.3 All full time unit members shall be entitled to a thirty (30) minute duty-free lunch period.
- 8.4 All unit members shall also attend the following school functions: Back-to-School, Open House, Graduation, faculty meetings and parent and student conferences.
- 8.5 In addition, full time unit members shall ~~also~~ participate in the Science Fair.
- 8.6 In the event no unit member(s) fill the Athletic Supervisor assignment(s), unit members may be assigned to no more than twelve (12) hours per person per school year for athletic supervision.

ARTICLE IX: COMPENSATION

9.1 Salaries

Effective July 1, 2009, current unit members shall be paid salaries pursuant to the schedule contained in the attached Appendix "A". Part-time unit members shall be paid a pro rata amount.

9.2 Salary Schedule Placement and Advancement

9.2.1 Initial Step Placement

Unit members shall be given credit on a year-for-year basis of up to five (5) years (placement at a maximum of step (6) at the time of initial salary schedule placement for previous teaching experience, subject to the following criteria:

- 9.2.1.1 The previous teaching experience was full-time for at least one hundred thirty-five (135) days.
- 9.2.1.2 The previous teaching occurred at a public or private school within the United States.
- 9.2.1.3 The previous teaching occurred after receipt of a California clear credential or a credential from another state with reciprocity with California.
- 9.2.1.4 The previous teaching was within the authority of the credential and was service customarily and ordinarily expected of a teacher with a credential.
- 9.2.1.5 The experience shall be verified to the satisfaction of the District.

9.2.2 Salary Step Advancement

- 9.2.2.1 Unit credit for salary placement and advancement shall be granted only for completion of a degree or course work from a college or university accredited by the Western Association of Schools and Colleges (WASC) or its affiliates.
- 9.2.2.2 Unit credit for salary schedule placement and advancement will be awarded only for units taken after the completion of the Bachelor's Degree that are directly related to the classroom teaching of the unit member.
- 9.2.2.3 Unit credit for salary schedule placement and advancement shall be based only upon units that are successfully completed

with a grade of "C" or better, or a grade of pass in pass/fail courses.

- 9.2.2.4 Unit credit for salary schedule placement and advancement must be upper division or graduate level courses. Lower division courses may be credited if the Superintendent/Principal determines them to be of value to the present or planned assignment of the unit member.
- 9.2.2.5 In no event will unit salary schedule placement and advancement be credited for courses that are duplicative, repetitious or substantially similar to previous courses taken by the unit member, unless the Superintendent/Principal determines them to be of value to the present or planned assignment of the unit member.
- 9.2.2.6 Completion of conferences and workshops directly related to the classroom teaching of the unit member and approved in advance by the Superintendent/Principal may also be applied to salary schedule advancement. One unit credit shall be allowed for completion of each fifteen (15) hours of such approved conferences and workshops.
- 9.2.2.7 Units, conferences and workshop for which a unit member receives a District monetary contribution (such as paid released time, registration fees or expense reimbursement) shall not be allowed for salary schedule advancement, unless the unit member pays the appropriate fees for unit credit by an accredited college or university.
- 9.2.2.8 Salary schedule placement and advancement shall be based upon semester units. For the purposes of converting quarter units to semester units, each quarter unit shall constitute 2/3 of one semester unit.
- 9.2.2.9 For salary schedule advancement in any school year, transcripts, grade cards or other form of verification acceptable to the District for completed units, conferences or workshops must be submitted to the District Office by September 10. In the event that such verification is not available by September 10, the unit member may submit verification by the instructor pending receipt of transcripts or grade cards.
- 9.2.2.10 Decisions of the Superintendent/Principal concerning unit credit may be appealed to the board of Trustees for a final determination.

9.3 Insurance Benefits

9.3.1 Effective October 1, 2009, full-time unit members school year are eligible to receive a maximum monthly District insurance premium contribution of \$692 to be applied to the existing District group medical insurance coverage.

9.3.2 Part-time unit member shall be eligible to receive a pro rata District premium contribution. However, unit members assigned to work less than half time are not eligible for a District premium neither contribution nor insurance coverage.

9.3.3 Any premium costs in excess of the District premium contribution shall be borne by the employee by payroll deduction.

9.4 Extra Duty Stipends

Unit members assigned to perform extra duty activities specified in Appendix "B" shall be compensated pursuant to the schedule contained in this Appendix.

ARTICLE X: PERSONNEL FILES

- 10.1 An employee may inspect material in his/her personnel file, which may serve as the basis for affecting the status of his/her employment except materials that were:
- (a) obtained prior to his/her employment, or
 - (b) prepared by identifiable examination committee members, or
 - (c) obtained in connection with a promotional examination
- 10.2 An employee may inspect such material in his/her personnel file, with the exception of the above-specified items, during the normal business hours of the District Office at times other than when the employee is required to render service. Such inspection shall take place under the supervision of the Superintendent/principal or designee. Association representatives may so inspect an employee's personnel file with the written authorization of the employee.
- 10.3 No materials of a derogatory nature, except the above specified items, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon during a ten (10) working day period. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. The District shall advise the employee in writing of such rights for review and comment upon derogatory materials of a derogatory nature shall take place during the normal business hours of the District Office and at times when the employee can be spared from duty, as determined by the Superintendent/Principal. The employee shall be released from duty for a reasonable period of time without loss of pay. The employee shall submit a request in advance to the Superintendent/Principal to leave the normal place of work during assigned duty times for such review and comment.
- 10.4 All materials placed in an employee's personnel file shall be dated and signed by the contributor.
- 10.5 The official personnel file of each unit member as referred to in this Article shall be kept in the District Office, and shall be maintained in confidence.
- 10.6 Access to personnel files shall be limited to the Superintendent/Principal and the Superintendent/Principal's confidential secretary. Members of the District Board of Trustees may request the review of a teacher's personnel file at a closed personnel session of the entire Board, consistent with applicable provisions of the State Open Meeting Law (Brown Act).

- 10.7 The District shall keep a log indicating the persons who have reviewed a personnel file and the date of such review. This log shall be available for examination by the unit member or his/her authorized Association representative.
- 10.8 Complaints by any person that might effect the evaluation of a unit member shall be processed in accordance with current Board Policy and Administrative Regulations 4144. Changes in said Board Policy and administrative Regulation related to the evaluation of a unit member shall not be made without providing the Association notice and an opportunity to meet and negotiate concerning such proposed changes, pursuant to the Educational Employment Relations Act.

ARTICLE XI: LEAVES

11.1 Sick Leave

- 11.1.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to a pro rata portion of the ten (10) days leave.
- 11.1.2 During any calendar year, unit members are entitled to use up to six (7) days of accumulated Sick Leave to attend to an illness of a child, parent or spouse of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in loco parentis; a "parent" is defined as a biological, foster or adoptive parent; a stepparent or a legal guardian. All conditions and restrictions regarding the use of Sick Leave shall also apply to this Section.
- 11.1.3 If a unit member does not utilize the ten (10) days of leave as authorized in Article 11.1.1 in any school year, the amount not utilized shall be accumulated from year to year.
- 11.1.4 After all earned leave as set forth in Articles 11.1.1 and 11.1.3 is exhausted, additional non-accumulated leave shall be available for a period of one hundred ten (110) workdays, provided that the provisions of this Article below are met. The amount deducted during this leave shall be the amount actually paid a substitute employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. An employee shall not be provided more than one 110 day period per each illness or accident. However, if a school year terminates before the 110 day period is exhausted, the employee may take the balance of the 110 day period in the subsequent school year.
- 11.1.5 Unit members shall notify the District as far in advance as possible of taking Sick Leave.
- 11.1.6 The administration may require a medical doctor's verification in the event of an absence under Sick Leave of five (5) consecutive days or more, or of eight (8) days or more in any month.
- 11.1.7 If requested by the District management, a unit member shall not return to work after surgery or serious illness until she/he submits a medical doctor's authorization to return to work.
- 11.1.8 When a unit member's employment terminates and more Sick Leave has been used than earned, the amount used, but not earned, shall be deducted from the

next pay warrant or paid back to the District if the remaining pay warrants do not cover the amount not earned.

11.2 Leave for Pregnancy Disability

A Unit member may utilize accumulated Sick Leave for the purposes of a disability caused or contributed to by pregnancy, miscarriage, childbirth, and the recovery therefrom. The length of such leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician; provided that such statement from the physician verifies that such leave is only for the pregnancy related disability. Such leave is not for child care. Such Pregnancy Disability Leave shall be granted and administered in the same manner as Sick Leave.

11.3 Bereavement Leave

11.3.1 A unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary or Sick Leave on account of the death of a member of the "immediate family".

11.3.2 If travel out-of-state or travel of greater than 276 miles one-way is required, a unit member shall be entitled to a maximum of two (2) additional days paid Bereavement Leave.

11.3.3 For purposes of this provision, an immediate family member shall be defined as: the mother, father, grandmother, grandfather or grandchild of the employee or of the employee's spouse/domestic partner, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew of the employee, or any relative living in the immediate household of the employee.

11.4 Personal Necessity Leave

11.4.1 Leave that is credited under Articles 11.1.1 and 11.1.3 may be used, at the unit member's election, for purposes of personal necessity, provided that the use of Personal Necessity Leave does not exceed seven (7) days in any school year. In the event of compelling reasons, additional days of Personal Necessity Leave may be approved by the Superintendent/Principal. Personal Necessity Leave shall be granted for a minimum of one full day per occurrence.

11.4.2 For purposes of this provision, personal necessity shall be limited to: (1) death of a member of the unit member's immediate family (as defined in Article 11.3.3) when additional leave is required beyond that provided in

Articles 11.3.1 and 11.3.2, (2) serious illness of a member of the unit member's immediate family (as defined in Article 11.1.2) which requires the person presence of the employee, (3) an accident involving the unit member's person or property, or the person or property of a unit member's immediate family (as defined in Article 11.3.3), or (4) other matters which cannot reasonably be expected to be disregarded and require the personal attention of the employee during duty hours.

11.4.3 Unit members shall notify the District as far in advance as possible of using Personal Necessity Leave.

11.4.4 A unit member shall complete the appropriate District form verifying that the Personal Necessity Leave was used only for the purposes stipulated in this Article.

11.4.5 Confidential

Unit members may use three (3) of the above days of available Personal Necessity Leave for matters of compelling personal importance, subject to the following provision:

(1) Such leave may be used for legitimate personal reasons which cannot be taken care of outside of the work day.

(2) Such leave may not be used for the purpose of vacation, extension of a holiday, recreation nor concerted activity.

(3) Notice of such leave as far as possible in advance is required. Except in the event of unforeseen circumstances, a unit member shall notify the District at least twenty-four (24) hours in advance of such leave.

(4) If the reason for the leave is personal and confidential, the employee may complete an absence form stating that the leave is consistent with the above criteria.

11.5 Jury Duty

11.5.1 Unit members shall be provided leave necessary to appear for regularly called jury duty. The unit member shall notify the District immediately upon receipt of notice for jury duty.

11.5.2 During such leave, the unit member shall receive his/her regular pay. A unit member shall endorse to the District all compensation received for jury duty, except travel and meal expense reimbursements.

11.6 Industrial Accident and Illness Leave

- 11.6.1 Unit members shall be eligible for a leave of absence because of industrial accident or illness arising out of a claim that the District's Workers' Compensation insurance carrier or administrator determines to be valid or which is recognized as compensable after adjudication under the Worker's Compensation statutes. Upon submission of a claim, the unit member shall, as soon as physically possible, perform all appropriate actions necessary to file Workers' Compensation, disability or any other financial support.
- 11.6.2 Allowable leaves under this Article shall be for not more than one period of sixty (60) work days in any one fiscal year for the same accident and shall commence with the first day of absence.
- 11.6.3 Leave of absence applied for under this Article shall be reduced by one (1) day of each day of authorized absence, regardless of a temporary disability award or other compensation from any other source paid to the unit member.
- 11.6.4 Leave of absence under this Article shall not accumulate from year to year. When the Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 11.6.5 Upon termination of Industrial Accident and Illness Leave, the unit member shall be entitled to utilize available Sick Leave, with the provision that if a unit member is receiving a temporary disability indemnity, the unit member shall be entitled to utilize only so much of his/her accumulated Sick Leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than a full day's salary.
- 11.6.6 During any paid leaves of absence, the unit member shall endorse to the District any temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the appropriate salary warrants for payment of salary and shall deduct the normal retirement and other authorized deductions.
- 11.6.7 Unless travel outside of California is authorized by the district in writing prior to the commencement of said travel, unit members receiving benefits under this Section during a period of illness or injury shall remain in the State of California.
- 11.6.8 The District may require, from time to time, a written statement from the unit member's physician verifying a unit member's absence under this

leave and his/her ability to return to work, or verifying the continued illness or inability to work due to an accident. The District may require a written statement from the unit member's physician certifying medical permission to return to service at the end of this leave.

11.7 Family and Medical Leave (Unpaid)

- 11.7.1 Unit members who have been employed by the District for at least twelve (12) months and who have been employed for at least 1,250 hours of service during the preceding twelve (12) month period are eligible for unpaid Family and Medical Care Leave, pursuant to applicable State and Federal law and Board policies. (Full-time teachers are deemed to meet the requirement of 1,250 hours of service).
- 11.7.2 Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; the birth, adoption or foster placement of a child of the employee and to care for a newborn; or the care of the employee's child, spouse or parent with a serious health condition.
- 11.7.3 During this unpaid leave, the District will continue its regular payment of group insurance premiums. This leave shall run concurrently with any other paid leave.
- 11.7.4 Unit members who return to work during the initial school year of an unpaid leave shall be reinstated to the position held prior to the leave.

11.8 Leave of Absence Without Pay

- 11.8.1 Unpaid leave of absence may be approved at the discretion of the District. Examples of such leave include disability, family care needs, study, and other personal emergencies.
- 11.8.2 Advance approval is required. Requests are to be made on the appropriate form at least thirty (30) calendar days prior to the requested leave, except in the event of unforeseen circumstances. Leave taken without approval shall be considered unauthorized leave.
- 11.8.3 Requests for leaves of up to twenty (20) working days may be approved by the Superintendent/Principal. Leave requests for greater than twenty (20) working days require the approval of the Governing Board.
- 11.8.4 One full day's pay shall be deducted from the employee's salary for each day of such leave. Unit members who take a leave without pay of greater than thirty (30) working days may continue their District insurance coverages at their own expense, subject to the procedures and

requirements of the district and the group insurance carrier or administrator.

- 11.8.5 The applications for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the district Office by March 1st of the school year as to his/her intent to return to District employment.
- 11.8.6 Unit members who return to work during the initial school year of an unpaid leave shall be reinstated to the position held prior to the leave.

ARTICLE XII: SHARED CONTRACTS

District classroom certificated personnel may participate in a shared teaching arrangement under the following conditions:

- 12.1 The certificated personnel involved must be tenured.
- 12.2 Prior to February of the year preceding the change, the certificated personnel involved must present a comprehensive proposal to the Superintendent/Principal. The proposal must include consideration of the following factors:
 - 12.2.1 Compatibility of the certificated personnel involved, including educational philosophy, areas of effectiveness and experience.
 - 12.2.2 Specifics as to the division of time, i.e., three days/two days, a.m./p.m., semester, etc.
 - 12.2.3 Description of plans to deal with adjunct duty requirements, including school picnics/parties, field trips, open house, back to school night, etc.
 - 12.2.4 Plans for dealing with attendance at faculty meetings, parent conferences, in-service training, etc.
- 12.3 Approval of the proposal must be obtained from the Superintendent/Principal and the Board of Trustees.
- 12.4 Under no circumstances are the combined salary and benefits for both participants to exceed the salary and benefits for a full-time teacher. Specifically, salary and benefits will be prorated based upon the portion of the working day spent by each participant. Each participant shall be eligible for full insurance benefits on a pro rata basis and in accordance with insurance company regulations. Seniority and Sick Leave will accumulate on a pro rata basis.
- 12.5 In the event the participants wish to resume a full-time teaching assignment, the appropriate request must be submitted to the Superintendent/Principal by February 1 of the year preceding the change.

Full-time assignments will be provided by the District if the appropriate number of full-time vacancies exist. If not, the participant shall remain in the shared teaching assignment until the following year, at which time another request may be made by February 1.

To resume full-time teaching, participants must be fully credentialed for any vacancy. Full-time assignments will not be made if an emergency credential or Board exception based on units is required.

ARTICLE XIII: LAYOFFS

13.1 Teacher layoffs shall be in accordance with applicable California State laws, including the Education Code.

13.2 Leaves for Laid-Off Teachers

Teachers who receive notice of layoff shall be entitled to use up to three (3) days of Personal Necessity Leave for the purposes of attending job interviews. In the event the laid off teacher has exhausted Personal Necessity Leave, the Superintendent/Principal may, at his/her discretion, grant additional Personal Necessity Leave to be used for the purpose of attending job interviews. All such leaves shall be subject to the following provisions:

- a. The employee shall notify the Principal/Superintendent at least twenty-four (24) hours prior to the requested leave.
- b. Granting of such leave is contingent upon the Principal/Superintendent determining that the employee can be spared.
- c. The employee shall submit to the District Office documentation of the time and location of the interview.

ARTICLE XIV: ASSIGNMENTS

- 14.1 Notice of teaching vacancies for the succeeding school year shall be posted on the faculty room bulletin board by May 15 of each year. Vacancies that may occur during the school year shall be announced to the faculty. Unit members who wish to be considered for vacancies that occur during the summer recess period must file a written statement with the Superintendent/Principal by June 1 of each school year. This statement shall indicate the specific assignments for which the teacher wishes to be considered.
- 14.2 Unit members may submit a written request to be considered for reassignment to a vacancy. Consideration of such requests shall be based on the following criteria:
- a. The requirements of the vacancy
 - b. Seniority
 - c. Previous evaluations
 - d. Credentials
 - e. Aptitudes, interest and special training
 - f. Effect on students

The above criteria's are not listed in priority sequence.

- 14.3 The District shall notify unit members of their assignments for the next school year by June 1. In the event of an occurrence after this date, such as a death, resignation, leave of absence, change in enrollment, or other unforeseen circumstances, assignments may be changed by the District. If such assignment change is made, the District shall notify the unit member as soon as practicable.
- 14.4 A unit member who does not request a reassignment may not be reassigned until given an opportunity for a personal meeting with the Superintendent/Principal to discuss the reasons for the reassignment. Such reassignment shall be based upon District educational program needs, including the applicable criteria listed in 14.2

ARTICLE XV: SAVINGS

- 15.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction or applicable legislation, such provision 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.
- 15.2 In the event a provision is so held to be invalid, either party may reopen negotiations concerning a valid successor provision by written notice to the other party within ten (10) calendar days of the court decision of effective date of the legislation.

ARTICLE XVI: COMPLETION OF MEETING AND NEGOTIATIONS

- 16.1 This Agreement is, to the extent authorized by law, the entire agreement between the parties. It is agreed and understood that the provisions of this Agreement shall not be renegotiated for the term of this Agreement except as specifically provided herein and by mutual consent. Any such negotiated modifications to this Agreement shall be reduced to writing and shall be duly signed by the representatives of each party.
- 16.2 Each party may reopen negotiations on Article IX: Compensation and two (2) other Articles of this Agreement, or two (2) single subjects within the lawful scope of representation, by so notifying the other party in writing as follows:

No later than September 15 of each school year for proposals to be effective in the current fiscal year.

ARTICLE XVII: TERM

This Agreement shall remain in full force and effect from July 1, 2009, through June 30, 2012, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, beginning in the year 2012, of its desire to amend, modify or terminate the Agreement.

ARTICLE XVIII: EVALUATION PROCEDURES

- 18.1 Probationary and temporary status teachers shall be evaluated at least one each school year. Permanent status teachers shall be evaluated at least every two (2) school years. If a teacher is scheduled to be evaluated, but has been granted a leave of absence of one (1) semester or longer, such evaluation may take place during that school year or, upon mutual consent of the teacher and the evaluator, may take place during the next school year.
- 18.2 Prior to October 1, the District shall notify each teacher who is scheduled to be evaluated. The evaluator shall be the District Superintendent.
- 18.3 Prior to October 15, the teacher and the evaluator shall meet to discuss the criteria for evaluation under Education Code section 44662 as presently in effect or as amended in the future. (See Self-Evaluation Form contained in Appendix "B"). Currently, these criteria include the following: (1) the progress of students towards the standards of expected pupil achievement at each grade level in each area of study as established by the Governing Board, and, if applicable, the State adopted academic content standards as measured by State adopted criterion referenced assessments; (2) the instructional techniques and strategies used by the teacher; (3) the teacher's adherence to curricular objectives; (4) the establishment and maintenance of a suitable learning environment within the scope of the teacher's responsibilities. In addition, teachers may also be evaluated concerning the performance of non-instruction duties and responsibilities.
- 18.4 The evaluation process shall include at least two (2) formal classroom observations. The observations shall be for at least 30 minutes. At least one (1) of the two (2) required observations shall be announced and shall be preceded by a pre-observation conference which shall take place at least seven (7) school days prior to the observation. (See Pre-Observation Form contained in Appendix "B"). Each formal observation shall be followed by a conference of the evaluator and the teacher which shall take place at least seven (7) school days following the observation. (See Formal Observation Form contained in Appendix "B").
- 18.5 If the evaluator determines that the performance of the teacher is unsatisfactory, the teacher may, in writing, request another observation prior to the preparation of the final written evaluation. "Unsatisfactory" is defined as a rating of "progress toward standards not evident in two (2) of the first four (4) standards of the Formal Evaluation Summary Rating Form. (See Appendix "B"). This rating shall be based upon the Rubric for Teaching Standards (See Appendix "B").
- 18.6 The final written evaluation of a teacher shall be in writing (see Formal Evaluation Summary Form contained in Appendix "B") and a copy shall be given to the teacher at the time of the final evaluation conference, which shall occur no later than forty-five (45) calendar days prior to the last scheduled school day.

- 18.7 The teacher may prepare a written response to the evaluation, and said response shall be attached to the evaluation and placed in the teacher's personnel file as described in Education Code section 44663.
- 18.8 The evaluator shall comply with Education Code section 44664 and provide recommendations as appropriate in areas of needed improvement. Any permanent status teacher who has received an unsatisfactory evaluation shall be evaluated annually.
- 18.9 The District retains responsibility for the evaluation and assessment of the performance of each teacher, subject only to the above procedural requirements. Accordingly, no grievance arising under this Article shall challenge the content of the evaluation; any grievance shall be limited to a claim that the above procedures have been violated.

APPENDIX "A"

**BEND ELEMENTARY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
EFFECTIVE JULY 1, 2009**

| Step | A- BA + 30 | B- BA + 45 | C- BA + 60 | D- BA + 75 |
|------|------------|------------|------------|------------|
| 1 | \$39,206 | \$40,186 | \$41,191 | \$42,221 |
| 2 | \$40,186 | \$41,191 | \$42,221 | \$43,276 |
| 3 | \$41,191 | \$42,221 | \$43,276 | \$43,614 |
| 4 | \$42,221 | \$43,276 | \$43,614 | \$44,923 |
| 5 | \$43,276 | \$43,614 | \$44,923 | \$46,270 |
| 6 | \$43,614 | \$44,923 | \$46,270 | \$47,658 |
| 7 | \$44,923 | \$46,270 | \$47,658 | \$49,089 |
| 8 | \$46,270 | \$47,658 | \$49,089 | \$50,560 |
| 9 | | \$49,089 | \$50,560 | \$52,077 |
| 10 | | \$50,560 | \$52,077 | \$53,640 |
| 11 | | | \$53,640 | \$55,249 |
| 12 | | | \$55,249 | \$56,907 |
| 13 | | | | \$58,613 |
| 14 | | | | \$60,373 |
| 16 | | | | \$62,183 |
| 18 * | | | | \$64,049 |
| 21 * | | | | \$65,971 |
| 24 * | | | | \$67,949 |

*Requires three years of District service at the previous salary schedule step.

Adopted June 24, 2008

APPENDIX "B"

BEND ELEMENTARY SCHOOL DISTRICT

SCHEDULE OF EXTRA DUTY ASSIGNMENT COMPENSATION

Effective July 1, 2004

Coaching:

| | |
|-----------------------------------------------------|--------|
| Boys' Basketball | \$ 700 |
| Girls' Basketball | \$ 700 |
| Boys' Softball | \$ 500 |
| Girls' Softball | \$ 500 |
| Soccer | \$ 500 |
| Volleyball | \$ 500 |
| Tournaments: Additional \$50 each to a maximum of 3 | |

| | |
|-------------------------------------------|-------------------------|
| Principal (Teacher on Special Assignment) | \$ 3000 per school year |
| Curriculum Coordinator | \$ 3000 per school year |

Environmental Camp: 3 days of released time (scheduled with approval of the Superintendent/Principal) for each unit member who participates in the full Environmental Camp session.

| | |
|----------------------|----------------|
| After School Program | \$ 25 per hour |
|----------------------|----------------|

Sports Supervision:

| | |
|------------|--------|
| Basketball | \$ 300 |
| Softball | \$ 150 |
| Soccer | \$ 150 |
| Volleyball | \$ 150 |

BEND ELEMENTARY SCHOOL DISTRICT

Job Description

Title of Position

Curriculum Coordinator

Responsibilities

1. Guides the development and evaluation of curriculum.
2. Reviews current research and theories and best practices in curriculum development and provides leadership in determining the appropriateness for inclusion in the District's educational program.
3. Supervises implementation of the approved curriculum to the certificated staff.
4. Provides staff in-service training related to curriculum.
5. Directs student assessment including Curriculum-Based Measurements (CBM's) and other State mandated testing.
6. Assists in SST/Promotion Retention issues.

BEND ELEMENTARY SCHOOL DISTRICT

Job Description

Title of Position

Principal/Lead Teacher

Responsibilities

1. Programs: Responsible for all site programs including School Improvement, Title I and other special categorical programs, EIA, Site Council, staff in-service, special education, safety and staff meetings
2. Students: Responsible for all student activities including student control, reward programs, extra curricular activities and assemblies.
3. Acts as the chief school administrator in the absence of the Superintendent.
4. Assumes other duties as assigned by the Superintendent.
5. Chairs SST/Promotion and Retention meetings with assistance from the Curriculum Coordinator.

BEND ELEMENTARY SCHOOL DISTRICT

Job Description

Title of Position

After School Tutor

Responsibilities

1. Provide tutoring to students identified as at risk by the student's assigned teacher.
2. Have on-going consultation with classroom teachers to best serve the need of students in the program.
3. Keep daily logs of students present in the program.
4. These duties may be performed by one or more teachers.

BEND ELEMENTARY SCHOOL DISTRICT

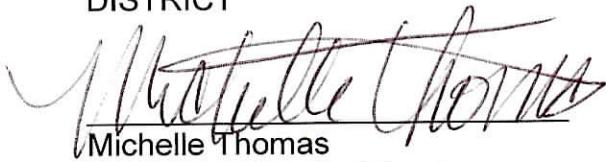
Substitute Notification Process

1. Unit members shall notify the District of any absence as far in advance as possible. Therefore, notification of the need for a substitute for planned absences (such as approved workshops or other scheduled activities) shall be provided immediately upon knowledge of the event.
2. The District shall arrange for substitute coverage. However, teachers may arrange for their own substitutes, but simultaneous notice shall be provided to the District office.
3. It is agreed and understood that attendance at workshops and other in-service activities and programs is contingent upon the District arranging for substitute coverage.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement upon completion of negotiations for the 2008-2009 school year with the understanding that Article XVII - Evaluation Procedures is open for negotiations to be completed in 2009-2010:

**BEND ELEMENTARY SCHOOL
DISTRICT**



Michelle Thomas
President, Board of Trustees

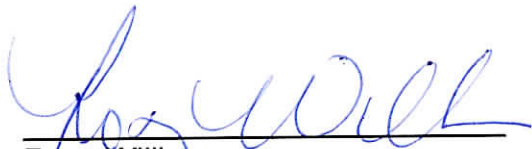
11-10-09
Date

BEND TEACHERS ASSOCIATION



Diane Lucero
Negotiating Team Lead

11/16/09
Date



Roxy Williams
Superintendent/Principal

12/14/09
Date



Janice Cerro
California Teachers Association

11/16/09
Date