



2019-2022

Mutual Agreement of Trust between the DISTRICT TEACHERS' ASSOCIATION

And the

BOARD OF TRUSTEES

Los Gatos-Saratoga Union High School District

Board Approved:

June 9, 2020

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ARTICLE I

RECOGNITION

The Los Gatos-Saratoga High School District (hereinafter "District") recognizes the Los Gatos-Saratoga High School District Teachers' Association (hereinafter "Association") as the exclusive representative for purposes of the Educational Employment Relations Act (Government Sections 3540, et seq., Title I, Division 4, Chapter 10.7) for the unit members in the representation unit comprised of the following certificated positions only:

Regular daytime certificated staff

and excluding all other positions not designated, including but not limited to, Superintendent, District Directors, Principals, Assistant Principals, community education teachers and substitutes. The following is understood by the parties to be a negotiated collective bargaining agreement pursuant to that act.

ARTICLE II

MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to properly direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers, are the exclusive right to: determine its organization; direct the work of its unit members; determine the times and hours of operation; determine the kinds and levels of services to be provided; and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns and class size; determine the number and kinds of personnel required; establish the length of the work year and work day; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; set standards of professional growth; and take action on any matter in the event of an emergency. An emergency shall be defined as any unexpected event such as: calamity, national disaster or legislation which adversely affects this collective bargaining contract. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline unit members.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and to the extent such specific and express terms are in conformance with the law.

<p style="text-align: center;">ARTICLE III</p> <p style="text-align: center;">CERTIFICATED EMPLOYEE RIGHTS</p>
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1. It is understood and agreed that the members of the bargaining unit retain all rights and responsibilities of certificated unit members granted to them by the law except as limited by the specific and express terms of this Agreement to the extent such specific and express terms are in conformance with the law.
2. Non-Discrimination:
The District and the Association agree there shall be no unlawful discrimination threats or imposition of reprisals in employment or promotion because of age (40 and above), ancestry, color, disability (mental and physical), gender, gender expression, gender identification, genetic information, marital status, medical condition, military or veteran status, national origin, political belief, race, religion/creed, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, or the exercise of rights set forth in the Education Employment Relations Act (Government Code section 3540 et seq.).
3. Academic Freedom:
Academic freedom shall be guaranteed to unit members to the full extent of the law. Included in this freedom but not limited to it is the right to study, investigate, present, and interpret facts and ideas related to the course. No teacher's classroom or classroom instruction shall be recorded in any way, shape, manner or form, by any type of electronic device without the expressed prior consent of the teacher. (Ed Code 51512)
4. Reimbursement:
Employees of the Los Gatos-Saratoga Union High School District are responsible for the security of personal property during the course of their employment.

In order that the maximum amount of security might be available, unit members should check with the appropriate supervisor prior to bringing personal property to their job site so the storage space and availability of security can be discussed with the unit member.

An inventory of personal property required for employment such as books, tools, etc., should be maintained and submitted to the District Business Office.

In the event personal property is damaged or stolen, a report of the incident should be completed immediately on Form #4830-A and submitted to the supervisor who in turn will submit the report to the Superintendent.

Hardship cases will be reviewed by the Superintendent for possible restitution.

5. Right to Materials:
Members of the bargaining unit may be entitled to copyrights or patent rights to materials or creative developments based on the unit members' own ideas. The details of these rights are set forth in State and Federal law.
6. Substitutes:
On a day a unit member is on leave he/she shall have the right to request that a specific substitute be, or not be, assigned to his/her class. Under normal circumstances, unit members shall access the District's substitute system (preferably no later than 6:30 am the day of the absence). All requests for internal subs must go through the principal's office.
7. Aides:
The District may consult with unit members concerning the assignment of an instructional volunteer or teacher aide to the unit member. Unit members are encouraged to be involved in interviewing teacher aides and volunteers.
8. Student Teachers:
A student teacher shall not be assigned to a unit member without the consent of the unit member and the Chairperson of that department. In consultation with the District, site administrator and department chair, student teachers will be placed at sites after a full placement process has occurred. Student teachers requesting placement are to be directed to the Human Resource Office.
9. Discipline Policies:
The unit members at each school are encouraged to provide input to the school's administrators regarding discipline policy development for the school.
10. Continued Rights:
Nothing contained in this article shall be construed to restrict or deny to any unit member rights he or she may have under any other law.
11. Program Modifications:
The unit members at each school are encouraged to provide input to the school's administrators regarding proposed modifications to ongoing educational programs such as Summer School, Saturday School, or Extended Library hours.

ARTICLE IV
ASSOCIATION RIGHTS

1. Right to Represent:

The exclusive representative shall have the right to represent bargaining unit members in employment relations with the District as provided by law.

2. Right to Associate:

The Board and the Association recognize the right of unit members to form, join and participate in the lawful activities of an employee organization, and the equal alternative right of unit members to refuse to form, join or participate in employee organization activities.

The District will deduct from the pay of Association members, and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the unit member on the authorization form developed by the Association according to the terms and conditions established in the authorization form and subject to the following conditions:

2.1 Such deduction shall be made based upon a list provided by the Association to the District of members who have completed the authorizations developed by the Association.

2.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after submission of the information described in section 2.1 above.

3. Hold Harmless Clause:

3.1 CTA agrees to pay to the District all 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 this Article or their implementation.

3.2 CTA shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

4. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article. The parties agree that membership (adding new members, maintaining current members, or dropping members) is entirely a function of the Association, and no part of this Agreement may interfere with the union membership process.

5. Right of Access, Communication, and Use of Facilities:

The Association shall have the right of access at reasonable times before or after class hours, or by approval of the principal or his/her designee to areas in which unit members work, the right to use designated bulletin boards, mailboxes, and other appropriate means of communication, and the right to use designated District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in the Educational Employment Relations Act ("EERA"; Government Code section 3540 et seq,) provided that there is no conflict with District-scheduled activities. All of these are subject to reasonable regulations.

5.1 Access:

Association representatives, not members of the school staff, shall have the right to come on the school site at reasonable times during the school day for Association matters. Such visits shall be scheduled so as not to cause interruption to the school program.

5.2 Communication:

The Association shall be entitled to post notices of Association concern on a staff bulletin board in each school complex. Said bulletin board will be in a high traffic area for certificated staff and will be prominently displayed.

In accordance with the District's Technology Use Policy and in accordance with Education Code §7054 provisions, the use of District equipment shall not be used for the purpose of urging the support or defeat of any ballot measure or candidate including, but not limited to, any candidate for election to the governing board of the District. The Association shall be entitled to the use of mailboxes and the District's email system for communication to unit members regarding matters which involve the Association, and they shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications, and no cost shall be imposed on the District for such communication. An Association representative shall be entitled to time after the end of faculty meetings upon request.

An Association representative will be allowed, at the beginning of faculty meetings, to alert attendees that there will be brief announcements concerning the general good at the end of the faculty meeting.

5.3 Use of Facilities:

The Association may use school facilities for major meetings either before or following unit members' daily period of service, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities, or the buildings are otherwise unavailable for use. Such meetings shall not interfere with the service of the unit member or the school program. Any additional cost that arises from the use of the facilities will be paid by the DTA. Facilities may not be used for activities that charge a fee.

6. Board Agendas:
The District shall make available to the Association the Board agenda in advance of each Board meeting. Minutes of the previous meeting of the Board shall be posted after Board approval.
7. Bargaining Unit Member Information:
 - 7.1 New Bargaining Unit Members:
The District will provide the Association with a list of all newly hired bargaining unit members (both union members and non-union members) on or before September 30 of each year. The District will provide in digital format (Excel or equivalent) the names, home address, grade level/assignment, date of hire, full time equivalent (FTE) status, employment status (i.e., Probationary, Permanent, Temporary, etc.) of newly hired unit members and The District will update this information as new hires occur up until the end of June. The District shall provide updated information to the Association upon request. The District will withhold addresses of unit members who so request.
 - 7.2 All Bargaining Unit Members:
The District shall provide the information in section 7.1 for all bargaining unit members (both union members and non-union members) on or before October 31 of each year. Updated information shall be provided to the Association upon request. The District will withhold addresses of unit members who so request.
8. Representatives of the Association:
Representatives of the Association shall be designated by the Association. Alternate representatives may be designated. Designated representatives shall be entitled to a collective total of fifteen (15) days per year without loss of pay for Association business. No representative may individually utilize more than five (5) of these fifteen (15) days in any one school year. A request for such release time is to be submitted to the Superintendent for approval five (5) days in advance of the absence. Lesser notice may be allowed on an emergency basis. In addition, representatives of the Association will be granted release time for negotiations and grievance meetings scheduled on duty time according to the EERA.
9. DTA President Release Period:
The DTA President will receive a 0.2 FTE release period to conduct DTA business. The cost of the release period shall be shared equally between DTA and the District. The DTA and the District will mutually agree, on an annual basis, the need for a release period.
10. Right to Consult:
The exclusive representative of certificated personnel has the right to consult on educational matters as defined in the EERA and the District invites this consultation.

The District shall consult with the Association, upon request of the Association president or his/her designee, on the definition of education objectives, the determination of the content of courses and curriculum, the teaching environment, on matters relating to District-wide instructional in-service training, the selection of textbooks, and materials to

be placed in the schools, to the extent such matters are within the discretion of the public school employer under the law.

11. The purpose of sections 1, 2, 5 and 9 of this Article is to implement provisions of the EERA and do not grant additional rights to the Association.
12. Association Right to Grieve:
The District Teachers' Association has the right to grieve on behalf of any member any violation of Article IV.
13. The District invites and encourages budget inquiries regarding the source, use, and distribution of District funds as essential to maintaining an atmosphere of mutual trust.
14. The District invites and encourages DTA to appoint representatives to District advisory committees to help ensure broad and fair consideration of ideas and concerns. Advisory committees will use a consensus building process to develop recommendations to the Superintendent. These recommendations will neither constitute nor substitute for the negotiations process.
15. New Bargaining Unit Member Orientation:
The District shall inform each newly employed unit member of their employment status, rights, benefits, duties, responsibilities and other employment-related matters.
 - 15.1 Scheduling of Orientation:
The District shall schedule and provide written notice to the Association of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year. Notice of all bargaining unit member orientations may be provided in the form of the approved District calendar. If the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.
 - 15.2 Association Time Provided:
The Association shall be provided not less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. District administration will excuse themselves during Association time.

ARTICLE V

SALARY AND BENEFITS

1. District Medical/Dental/Vision Insurance Contributions:

The District shall provide medical benefits through the California Public Employees' Medical and Hospital Care Act, Government Code 22750 et seq., ("PEMCHA," "CalPERS" or "CalPERS Medical") for unit members and eligible dependents. Unit members will have the choice of plans and benefit specifications as provided by CalPERS. The relevant CalPERS regulations and statutory provisions shall govern this article. The District's participation in CalPERS and the contributions toward medical premiums are established under Government Code Section 22895 and the provisions of this agreement.

2. District Contributions to CalPERS Medical Plans:

- 2.1 The District will pay the monthly minimum payment to CalPERS, required by Government Codes Section 22892(c), as the minimum required payment for retirees and current active unit members. The amount for the first year will be \$1.00 per month for the first full year of coverage under CalPERS, and will increase each year thereafter as specified by Government Code Section 22892(c).
- 2.2 The District will contribute to each full-time unit member up to an amount that, when added to the CalPERS mandated minimum, will not exceed the monthly tiered rates for Anthem HMO Select plans (which through December 2019 are: individual =\$831.44, plus one = \$1,662.88, family = \$2,161.74). This contribution shall be made monthly while an individual unit member is employed. In addition, the District will contribute to a District-sponsored HRA in the amount of \$125.00 per month for each full-time unit member who is the primary subscriber of the District medical plan.
- 2.3 The District will contribute to each full-time unit member up to an amount that, when added to the CalPERS mandated minimum, will not exceed the monthly tiered rates for Anthem HMO Select plans (which through December 2020 are: individual =\$868.98, plus one =\$1,737.96, family =\$2,259.35). This contribution shall be made monthly while an individual unit member is employed. In addition, the District will contribute to a District-sponsored HRA in the amount of \$125.00 per month for each full-time unit member who is the primary subscriber of the District medical plan.

2.4 If the Anthem Select premiums increase for the plan year 2021 and there is no negotiated increase in the District's monthly contribution, any monthly increase in premium rates will be paid temporarily by the District and will be accounted for retroactively to January 1, 2021 at the completion of the bargaining process.

3. Opt-Out Option:

A unit member eligible for full-time medical benefits may decline medical insurance coverage, subject to CalPERS regulations and local District requirements.

The District will pay an annual contribution of \$3600.00 into a Health Reimbursement Arrangement (HRA) for each unit member selecting to decline medical coverage, provided the individual unit member certifies having alternative medical insurance coverage.

This opt-out provision is not available to part-time unit members working less than 80%.

4. Part-Time Unit Members' Coverage:

Part-time unit members shall be eligible to participate in the medical, dental and vision programs per the terms of the contract with each carrier. For unit members employed less than 80 percent (0.8 FTE) of a full-time contract, the District's contribution shall be the same proportion of the unit member's percent of full-time equivalency (e.g., a unit member with a 60 percent contract (0.6 FTE) will be eligible for 60 percent of the District's maximum contribution of the cost of health programs in which the unit member elects to participate). For unit members employed 80 percent (0.8FTE) or more, the District will pay full-time premiums in §2.2 of this Article.

5. Affordable Care Act Excise Tax on High-Cost Employer-Sponsored Plans:

By January 1, 2022, if the total District contribution for medical benefits as specified in §2 of this article exceeds the contribution limits as established by the Affordable Care Act, the individual unit member will reimburse the District the amount of any penalty or elect a less costly plan.

6. CalPERS Minimum Retiree Benefit Vesting Period:

Beginning January 1, 2014, the eligibility for the minimum payment to individuals who retire on or after January 1, 2014 shall be 50 years of full-time District service. This does not affect the Early Retiree Benefits Program referred to as The Plan as outlined in §10 of this this Article.

7. Domestic Partner Coverage:

The District will provide health benefits for qualified domestic partners of unit members to the same extent, and subject to the same terms and conditions, as health benefits are available to eligible dependents of unit members under this Agreement. This coverage is conditioned upon the domestic partner meeting all the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed according to the above Family Code Section or with any local agency registering domestic partnerships.

8. Ceasing Participation in CalPERS Medical:

If the District decides to terminate participation in CalPERS Medical, the District will no longer be liable for the payment of the retiree contribution set forth in subsection 2.1 for those retiring after the notice of termination.

The District will provide notice and opportunity to negotiate with the Association over the replacement plans and District contributions.

9. Other Benefits:

9.1 Vision Benefits:

The District will contribute the full premium cost of Vision Service Plan for full-time unit members and their eligible dependents. Part-time unit members will receive District contributions as detailed in §4 of this Article.

9.2 Dental Benefits:

The District will contribute the full premium cost of Delta Dental for full-time unit members and their eligible dependents. Part-time unit members will receive District contributions as detailed in §4 of this Article.

9.3 Automobile Mileage:

Unit members who are required to travel in service for the District shall be reimbursed for the use of their automobile at the same rate as the Internal Revenue Service allowance rate. Future changes in this rate shall become effective on the same day they become effective for the Internal Revenue Service. Mileage shall be computed from the unit member's assigned location.

9.4 TB Tests:

The District shall pay for the required TB skin test and/or x-ray.

9.5 Surviving Spouse Medical Coverage:

The surviving spouse at the time of death of a retiree may continue to participate in the current medical and dental programs of the District, subject to the approval of the carrier, by paying the full cost of the premiums each month to the Business Office.

9.6 Liability Insurance:

The District master policy shall provide unit members with liability insurance of not less than \$1,000,000/\$5,000,000 while in performance of their duties for the District.

9.7 Life Insurance:

The District shall pay the premium costs for a \$10,000 life insurance policy for unit members employed with the District.

10. Early Retiree Benefits Program:

10.1 Qualifications:

10.1.1 Unit members with a hire date prior to July 1, 2006 who have served the equivalent of ten (10) years full-time in the Los Gatos-Saratoga High School District who wish to retire at age fifty-five (55); and unit members with a hire date of July 1, 2006 or after who have served the equivalent of twenty (20) years full-time in the Los Gatos-Saratoga High School District who wish to retire at age fifty-eight (58), or anytime thereafter through age sixty-four (64), are eligible for the program (hereinafter called The Plan) of medical, dental and vision care benefits regularly accorded employees under this contract on a shared-cost basis. For example, a unit member serving 10 years at a 0.6 FTE assignment accrues "6 years full-time service." Employees with a hire date prior to July 1, 2006 are eligible for up to employee plus family benefits. Employees with a hire date on July 1, 2006 and after are eligible for up to employee plus one benefits. The Plan's benefits will be provided until the retiree's sixty-fifth (65th) birthday (current Medicare eligibility age). In the event of the retiree's death prior to the termination of benefit eligibility, spousal and/or dependent/s benefits will continue only through the premium year in which death occurs. The cost of these benefits and the resources necessary to meet obligations under The Plan shall be subject to the annual negotiations process, but costs shall at all times be shared by The Plan and the retiree. Contributions to The Plan, and interest earned, shall remain in The Plan as accumulating funds except when used for the purpose of supporting The Plan. The District and the Association recognize the need for flexibility within the program in order to assure continuing benefits and to meet future increases in premium costs. Such flexibility necessitates an annual review of: (1) the number of current participants; (2) the number of prospective participants; (3) ongoing program costs; and (4) retiree/District contributions.

10.1.2 Unit members who resign subsequent to a suspension in order to avoid dismissal proceedings, or who are dismissed for felonious activities, will not qualify for this plan. The Plan is not a vested right.

10.1.3 Eligible unit members should notify the District by March 1 of their intent to retire. This timeline is set for the benefit of other unit members and to promote orderly staffing and budgeting.

10.1.4 Retirees are responsible for any health care premium costs for any spouses or dependents added after the date of retirement.

10.1.5 Unit members who retire under the provisions of STRS or PERS and who do not qualify for benefits described under this article (Early Retiree Benefits Program), may continue to participate in the medical and vision programs of the District, subject to the approval of the carrier, by paying the full cost of the premiums each month to the Business Office.

10.1.6 Early retirees participating in The Plan shall remove themselves from participation if they, subsequent to retirement from Los Gatos-Saratoga High School District, take other employment which offers health benefits comparable to those covered by The Plan.

10.2 Benefit Structure:

10.2.1 To those qualifying for The Plan under §10.1 of this Article after December 31, 2013, The Plan will pay up to 100% of the Anthem HMO Select amount for the appropriate tier rate effective July 1, 2014, as well as dental and vision. Those retirees receiving benefits under The Plan on December 31, 2014 will have their District contribution “grandfathered in” as their base rate with annual adjustments applied as detailed in 10.2.2 and 10.2.3 of this Article.

10.2.2 The percentage of the District contribution paid by The Plan for retirees will be determined as follows:

Retiring at age 60-64:	Plan pays	100%	
Retiring at age 59:	Plan pays	95%	Retiree pays 5%
Retiring at age 58:	Plan pays	90%	Retiree pays 10%
*Retiring at age 57:	Plan pays	85%	Retiree pays 15%
*Retiring at age 56:	Plan pays	80%	Retiree pays 20%
*Retiring at age 55:	Plan pays	75%	Retiree pays 25%

**Only for employees with a hire date prior to July 1, 2006.*

This concept is the same as the State Teachers Retirement System: Full benefits are available at age 60, lesser benefits with earlier retirement. Those retiring before age 60 will receive benefits for more years than those retiring at age 60 or beyond, thus receiving more actual dollars in benefits, even though they are receiving a lower percentage of compensation.

10.2.3 If the annual premium increase is 10% or less, The Plan will pick up half of that increase and the retiree will pick up the other half.

If the annual premium increases by more than 10%, the retiree will also pay the remainder of the premium increase over 10%.

For example, consider the base at exactly \$4000 for simplicity. If the premium increases 5%, or \$200, The Plan will pick up \$100 and the retiree will pick up the other \$100, the same as it is now.

If the premium increases 10%, or \$400, The Plan will pick up \$200 and the retiree will pick up the other \$200, the same as it is now.

If the premium increases 15%, or \$600, The Plan will pick up \$200 and the retiree will pick up the other \$400.

10.2.4 The Plan will be reviewed annually in terms of the fund balance, the number of retirees on The Plan, and the number of new retirees joining The Plan. As it becomes necessary, District funds (lottery or other) will be considered in order to keep The Plan solvent.

10.2.5 The level of coverage is to be determined annually by the DTA Council upon the recommendation of the Retiree Health Benefits (Plan) Committee.

10.2.6 The coverage included in The Plan shall be for both the retired employee and spouse. Any additional fees for upgrades or surcharges will be the sole responsibility of the retiree.

10.2.7 The premium for any employee retiring during the school year shall be based on the premium as of retirement date.

11. Salary Schedules:

11.1 Appendix A: Certificated Salary Schedule 2020-2022:

Beginning the 2014-15 school year, Appendix A will reflect a contract year of 187 work days of which 180 are teaching days and is attached and incorporated to this agreement.

11.2 Appendix B: Special Certificated Salary Schedule 2020-2022:

Unit members' additional compensation will be paid on the basis of Appendix B, which is attached and incorporated to this agreement.

11.3 Appendix C: Categories/Schedules For Extra Pay 2020-2021:

Unit members will be compensated for specified extra duties according to Appendix C, which is attached and incorporated to this agreement.

12. Total Compensation:

Each element of the Total Compensation calculation is expressed in terms of the cost of a 1% salary schedule increase*. Increases in funds received by unit members and in the case of eligible retirees, retiree health benefits as expended by the District are:

	<u>2019-2020</u>	<u>2020-2021*</u>
Health Benefit Premiums.....	-0.12%	TBD
District STRS Payment.....	0.70%	TBD
Salary Schedule Increase.....	0.00%	TBD
Step and Column.....	<u>1.05%</u>	<u>TBD</u>
	1.63%	TBD

**Estimates – These numbers are based on budget assumptions and are only indicative of what may occur.*

For example, if a 1% raise for all unit members were to cost \$100,000 and the cost of health benefit premium increases were to cost \$88,000, then this would equate to 0.88% increase in the health benefits calculation.

ARTICLE VI

GRIEVANCES

1. The purpose of this grievance procedure is to secure, at the administrative level closest to the aggrieved party, expeditious solution(s) to the grievance(s) affecting the welfare or working conditions of the members of the bargaining unit.
2. A grievance is an alleged violation of the provisions of this contract, or an alleged violation of written Board Policies or Administrative Regulations, that come within the scope of representation, pursuant to Government Code section 3543.2.
3. Only violations of this contract shall be subject to arbitration. Other employer-employee relation matters including, but not limited to those matters for which a specific method of review is provided by law or by Board Policies and Administrative Regulations may, if within the definition of "grievance" in section 2 above, be pursued through the appropriate process as defined below. Actions to develop, challenge, or change the general written policies of the District which are not within the scope of representation must be done under separate legal processes.
4. Any member of the bargaining unit may as an individual or on behalf of other unit members process a grievance through the procedure outlined herein. (Unless waived by all parties concerned, names of all aggrieved parties shall appear on all documents related to a grievance.)
 - 4.1 All parties to this procedure shall have the right to be represented by a party of his or her choice at any and/or all stages of the grievance process.
 - 4.2 A reasonable number of designated Association representatives shall have the right to receive reasonable periods of release time for the investigation and processing of grievances under this article.
 - 4.3 Any bargaining unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association as long as the adjustment is reached prior to the appropriate final level of this grievance process and the adjustment is not inconsistent with the terms of this contract, provided that 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 the opportunity to file a response.
5. The time limits provided for in this procedure may be changed by mutual agreement of the parties. However, any decision not appealed by the grievant within the time limits above Level I shall be considered settled on the basis of the last decision and not subject to further appeal.

6. Definitions:

6.1 Working Day: A Working Day is a school day when classes are scheduled.

6.2 Grievant or Aggrieved: The Grievant or Aggrieved is a member or members of the unit asserting a grievance or the Association as Grievant or on behalf of an identified unit member or members.

6.3 A Party of Interest: A Party in Interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

7. All Levels of this procedure must be followed and no steps may be skipped. If, however, a grievance arises from administrative action or inaction at a level above the principal or immediate supervisor, the aggrieved shall submit such grievance in writing directly to the Superintendent or Board (as provided in this article) and the Association and the processing of such grievance shall commence at that Level of this process.

8. The parties in interest agree to make available to each other all pertinent information not privileged under law or Board policies in their possession or control and which is relevant to the issues raised by the grievance.

9. **GRIEVANCE PROCESS I: ALLEGED CONTRACT VIOLATIONS**

Informal Conference:

Before filing a formal written grievance, the grievant must request at least one personal conference with the person responsible for the alleged agreement/policy violation that supports the grievance. The request for conference must be made within ten (10) working days of the occurrence of the alleged agreement/policy violation. The requested conference must be held within ten (10) working days after the request for conference.

10. Level I Principal/Designee:

If the grievant is not satisfied with the outcome of the informal conference they may, within fifteen (15) working days after the informal conference, proceed to Level I

The grievant shall present their grievance in writing to the Principal or designee on a form jointly created by the District and Association for this purpose. A copy of the alleged grievance shall be forwarded to the Superintendent or designee whose function is to monitor the processing of grievances. A meeting to discuss the grievance shall be jointly scheduled to occur within five (5) working days of the Principal/designee's receipt of the grievance. The Principal or designee shall communicate his/her decision in writing to the grievant and to the Superintendent or designee within ten (10) working days after receiving the grievance meeting.

11. Level II Appeal to the Superintendent:

If the grievant is not satisfied with the disposition of his/her grievance at Level I they may within ten (10) working days after receiving the Level I written decision, proceed to Level II. The grievant shall present their grievance in writing to the Superintendent or

designee on forms jointly created by the District and Association for this purpose. The Superintendent or designee shall communicate his/her decision in writing to the grievant within ten (10) working days after receiving the grievance.

12. Level III – Mediation:

- 12.1 If the grievant is not satisfied with the disposition of the grievance at Level II, they may within ten (10) working days after receiving the Superintendent's Level II written decision, proceed to a Level III mediation step.
- 12.2 Representatives of the District and Association shall request the use of the services of a mediator mutually agreed to by the parties or from a list provided by the California State Mediation and Conciliation Service (CSMCS). Any costs of mediation services shall be borne by the District; however, each party shall bear its own costs of representation, if any.
- 12.3 The mediator shall meet with the grievant, any witnesses, any parties in interest, the Association and the District within a mutually agreeable time frame for the purpose of resolving the grievance.
- 12.4 If the grievance is resolved, a written copy of the mediated agreement shall be signed by the grievant, the Association and the District and will be implemented according to the terms of such agreement. Such mediated agreements shall be confidential unless otherwise agreed to in writing by all parties in interest.
- 12.5 If the grievant is not satisfied with the disposition of the grievance, the Association may within ten (10) working days of the mediation session appeal the grievance to Level IV (Advisory Arbitration and Appeal to Board) or Alternate Level IV (Direct Appeal to Board of Trustees) in sections 13 and 14 below respectively.

13. Level IV - Advisory Arbitration and Appeal to Board:

If the grievant is not satisfied with the disposition of their grievance at Level III, the Association may within ten (10) working days submit a request in writing to the Superintendent for advisory arbitration of the dispute. The Association and the District ("the parties" for purposes of this Level) shall attempt to agree upon an advisory arbitrator of the dispute.

If no agreement can be reached, the parties shall request the California State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. A coin toss will determine who strikes first. The remaining panel member shall be the advisory arbitrator. The arbitrator shall, as soon as possible, hear evidence and render a recommendation on the issue or issues submitted to them. (If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the disposition thereof at each step.) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations.

- 13.1 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 13.2 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the Board Policies, rules, or Administrative Regulations, and procedures of the District.
- 13.3 If any question arises as to the arbitrability of a grievance, such question will be ruled upon before proceeding on to the merits of the grievance.
- 13.4 If either party is not satisfied with the recommendation(s) of the arbitrator, an appeal in writing may be made within ten (10) working days to the Board of Trustees. The recommendation(s) of the arbitrator shall be advisory only.
- 13.5 The Board shall consider the written record and make its decision in a timely manner. If, upon review, the Board of Trustees determines a need for more information, that it is unable to render a final determination on the record, it may, but is not required to call witnesses or take action to reopen the record for the taking of additional evidence. The decision of the Board is final.

14. Alternate Level IV – Direct Appeal to Board of Trustees:

If the grievant is not satisfied with the disposition of the grievance at Level III, the Association may within ten (10) working days after receipt of the decision file a written appeal with the Board of Trustees. By so doing, the Association and the grievant waive their right to advisory arbitration. The written appeal shall contain the grievance filed at Level I and its disposition at each level. The Board shall consider the written record and make its decision in a timely manner. If the Board determines a need for more information, it may, but is not required to call witnesses or take additional evidence. The decision of the Board is final.

15. **GRIEVANCE PROCESS II: GRIEVANCES INVOLVING BOARD OF TRUSTEES**

- 15.1 If a grievance as defined in Section 2 above is alleged to directly involve one or more members of the Board of Trustees, the process set forth in this Section 15 shall be followed.
- 15.2 Pre-Grievance Informal Conference: Section 9 above shall be followed, provided that the informal conference shall be held with the Board or its designated representative(s).
- 15.3 Level I Formal Grievance: Section 10 above shall be followed, provided that the formal grievance shall be filed with the Board through the Board President and the grievance meeting shall be held with the Board and its designated representatives.
- 15.4 Level II Mediation: If the grievance is not resolved at Level I, the grievant may proceed to the mediation step as set forth in Section 12 above, provided

however, that the Board and its designated representative(s) shall participate in the mediation in addition to the participants listed in Section 12.

- 15.5 If the grievant is not satisfied with the disposition of the grievance at Level II, the Association may within ten (10) working days of the mediation session appeal the grievance to Advisory Arbitration as set forth in Section 13 above.

16. **GRIEVANCE PROCESS III: GRIEVANCES INVOLVING BOARD**
POLICY/ADMINISTRATIVE REGULATION (BP/AR) AND/OR ARTICLE 3.2
(NON-DISCRIMINATION)

- 16.1 Grievances alleging violations of BP/AR as defined in Section 2 above which contain separate, internal investigation procedures and are also within the jurisdiction of outside administrative agencies shall be subject to the process in this section. This shall also apply if a contractual grievance is filed simultaneously concerning the same matter.

16.1.1 Upon the filing of a formal grievance under GRIEVANCE PROCESS I above, the time lines set forth in this Article shall be suspended and held in abeyance pending the completion of investigatory steps contained in the relevant BP/AR.

16.1.2 If the grievance is not resolved as a result of the foregoing investigation, the grievant may within ten (10) working days of receipt of the final decision arising from the investigation file a written appeal with the Superintendent as described in Level II (Section 11) above.

16.1.3 If the grievant is not satisfied with the disposition of the grievance at Level II, they may within ten (10) working days after receiving the Superintendent's Level II written decision, proceed to a Level III mediation step (Section 12 above).

16.1.4 If the grievant is not satisfied with the disposition of the grievance at Level III (mediation), this contractual grievance process shall have been completed, and the grievant retains their right to seek redress through appropriate administrative agencies (e.g., Department of Fair Employment and Housing [DFEH], Equal Employment Opportunity Commission [EEOC], Public Employment Relations Board [PERB]) and/or judicial processes at their own expense.

- 16.2 Grievances alleging violations of Article 3.2 (Non-Discrimination) shall be subject to the same process set forth in Section 16.1 above.

17. **General Provisions:**

- 17.1 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared jointly by the District and the Association and given appropriate distribution.

- 17.2 A decision rendered at any Level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next Level.
- 17.3 Any record(s) pertaining to a grievance under Grievance Processes I or II shall be kept in a grievance file separate from the aggrieved's official personnel file.
- 17.4 All records pertaining to a grievance including any testimony, documentary evidence or official written decisions rendered at any Level of this process shall be confidential unless disclosure is authorized in writing by all parties in interest or as may be required by law.

ARTICLE VII

PROFESSIONAL RESPONSIBILITIES/HOURS

1. Professional Responsibilities:

- 1.1 All unit members are professional participants in the District's community of learners committed to excellence. Each teacher, teacher-on-special assignment, counselor, librarian, psychologist, speech and language therapist and coordinator recognizes the magnitude of the responsibility inherent in being an educator. All unit members recognize and embrace the professional responsibility to devote the time necessary to fulfill his/her professional responsibilities.
- 1.2 The professional responsibilities of all unit members include participating in Individual Education Program (IEP) meetings as required, fulfilling chaperone/extra duties as assigned, participating in parent and student consultative meetings, and regularly communicating student progress to students and parents. Unit members will make use of the electronic student information and learning management systems provided by the District to track and communicate student attendance and learning progress.
- 1.3 In addition to the responsibilities listed above, full-time classroom teacher responsibilities shall include, but not be limited to:
 - (a) Five year-long courses or their equivalent
 - (b) Student tutorial
 - (c) Preparation period
 - (d) Professional development
 - (e) Meetings (e.g., staff, department, collaboration)

The additional responsibilities of unit members who are not classroom teachers are defined in §7 of this Article.

- 1.4 The responsibilities of unit members shall be guided by the California Standards of the Teaching Profession:
 - (a) Engaging and supporting all students in learning
 - (b) Creating and maintaining effective environments for student learning
 - (c) Understanding and organizing subject matter for student learning
 - (d) Planning instruction and designing learning experiences for all students
 - (e) Assessing student learning
 - (f) Developing as a professional educator

1.5 Flexibility: Flexibility is an important aspect of maintaining a professional work environment and in meeting the needs of students. Individual unit members may request that the Principal agree to exceptions to provisions of this article. Exceptions may be granted by the Principal where they are in the best interest of the unit member, students, and the District and within the spirit of this Mutual Agreement of Trust.

1.6 Leaving Campus: All unit members will notify the school secretary when they leave campus during their assigned workday. This notification may be made electronically, by phone or in person.

2. Work Year:

Effective for the 2014-15 school year, the number of scheduled workdays for unit members shall be 187 days.

3. Extracurricular Duties:

All unit members shall be responsible for extracurricular duties outside the regular workday. Assignments shall be made on an equitable basis and kept to a reasonable minimum. Extra duty responsibilities will be defined in writing for each assignment.

4. Duty-Free Lunch:

All unit members shall be entitled to a minimum of thirty-minutes duty-free lunch period.

5. Work Day: On Site Requirement, Accessibility and Meetings:

5.1 Full-time classroom teachers will be accessible for students, parents and administrators during the student instructional day that is equivalent to 8:15 a.m. to 3:45 p.m. excluding duty-free lunch of at least 30 minutes. In addition, full-time classroom teachers will be on site fifteen minutes before the commencement of their first assigned class, preparation period, or activity, and they shall remain on site fifteen minutes beyond their last assigned class, preparation period or activity. Classroom teachers with a seventh period assignment may elect to be on site thirty minutes before the commencement of their work day in lieu of remaining fifteen minutes beyond their last assigned class, preparation period or activity.

5.2 Unit members shall be available, with appropriate notification, for meetings scheduled beyond their teaching, preparation, tutorial, and collaboration responsibilities. The administration and the unit member will make every effort to schedule these meetings at a reasonable time.

5.3 All unit members who work an 80% or more assignment are expected to attend regularly scheduled faculty meetings and all minimum day in-service activities.

6. Teaching Load/Assignment:

- 6.1 Principals have the right to assign unit members as necessary to develop the master schedule. The principals shall seek staff requests for early or late assignments and will honor those requests whenever possible. In addition, the following provisions shall apply:
- (a) Classes will begin no earlier than 7:30 A.M. and end no later than 3:45 P.M.
 - (b) Class load shall be the equivalent of five (5) teaching periods plus one (1) prep period. Preparation periods are designated for preparation, planning, conferring with students, parents and other occasional activities designated by the site principal.
 - (c) Assignment of instructional periods will be a collaborative effort among administration and unit members, making unit members' preferences a priority as well as student requests.
- 6.2 For alternative program teachers, the number of teaching and other duty assignments may vary and shall be determined by the building principal.
- 6.3 Teachers assigned at both sites who are required to travel between the comprehensive high schools on an instructional day will be compensated for such travel according to the Extra Pay Schedule (Appendix C), Category B, Step 2 for each full semester of travel, and will receive one-way mileage expenses (rate to be according to current mileage reimbursement in the District). This amount will be pro-rated for those not required to travel every day. Effort will be made to avoid assignments requiring travel between sites.
- 6.4 In the event it becomes necessary, the building principal or designee may excuse a member of the unit from completing his or her daily assignment.

7. Non-classroom Unit Member Responsibilities:

A full-time assignment for unit members, other than classroom teachers, shall be six assigned duty periods, in addition to extracurricular activities and meetings. The professional responsibilities of non-classroom unit members shall be consistent with their job descriptions. Such unit members will discuss annually with their site principal or supervisor expectations about their workday and professional responsibilities.

8. Emergency Substitute Assignments:

When an emergency occurs in which the building principal is unable to obtain a substitute teacher and asks a teacher to serve as substitute, such duty shall be rotated as equitably as possible among the available staff.

9. Work Disruptions:

Any strike, work stoppage, slowdown, unlawful picketing or refusal or failure to fully and faithfully perform job functions and responsibilities shall be a violation of this agreement. In the event of the violation of this agreement the District shall be entitled to discipline employees involved and to withdraw any rights, privileges, or services provided for in this agreement or in District policy from any employee and/or the Association.

10. Calendar Development:

The District Teachers' Association (DTA) shall be included in the regular calendar development process of the District.

ARTICLE VIII

PART-TIME EMPLOYMENT

1. Definition:
A part-time unit member is a teacher who teaches fewer than five (5) periods per day.
2. Salary:
Salary shall be determined on a pro rata basis according to the ratio of the number of periods taught to a full five (5) period teaching assignment.
3. Advance on Salary Schedule:
Qualification for yearly increment and column advancement shall occur on the same basis as for full-time teachers.
4. Benefits:
Part-time unit members shall be eligible to participate in the medical, dental and vision programs per the terms of the contract with each carrier. For unit members employed less than 80 percent (0.8 FTE) of a full-time contract, the District's contribution shall be in the same proportion of the unit member's percent of full-time equivalency (e.g., a unit member with a 60 percent contract (0.6 FTE) will be eligible for 60 percent of the District's maximum contribution of cost of health programs in which the unit member elects to participate). For unit members employed 80 percent (0.8 FTE) or more, the District will pay full-time premiums as defined in Article VI, §2.2.
5. Sick Leave:
Sick leave days shall be granted on a prorated basis in accordance with the number of periods worked during a school day.
6. Extracurricular and Other Duties:
Unit members working less than an 80% teaching assignment will be assigned on a prorated basis by the building principal. For unit members teaching 80% or more, a full share of extracurricular and other duties including a preparation period will be assigned. Extracurricular and other duties for unit members working less than 80% will be assigned on a pro rata basis by the building principal.
7. Retirement:
The unit member and employer shall contribute to the State Teachers' Retirement System with the unit member receiving credit on a prorated basis towards retirement.
8. Discrimination:
In every relationship with the employer and other certificated staff, the part-time unit member shall be treated as all other teachers are treated, except as provided herein.

9. Consecutive Periods:

Hours of assigned duty for part-time unit members shall be consecutive except:

- (a) When requested by the unit member and acceptable to the District.
- (b) A two-period assignment may have one period in between if the unit member is compensated by three-fifths (3/5) benefits.

10. Full Credited Service for Part-Time Work:

10.1 Eligibility:

- (a) The applicant must have reached the age of fifty-five (55) prior to the reduction in workload.
- (b) The applicant must have been employed at least ten (10) years in the Los Gatos-Saratoga High School District as a certificated unit member.
- (c) The applicant must have worked full-time the five (5) years immediately preceding the effective date of the reduction in workload.
- (d) Approved applicants may participate in this program no more than five years.

10.2 Contractual Provisions:

- (a) A work time base of a unit member who has been approved for participation shall be reduced from full to not less than half time. "Half time" as used herein shall mean three-fifths (3/5) of full time for one school year or full time for one semester.
- (b) Employment and service obligations to the District are considered a part of the unit member's continuing responsibilities once the unit member is authorized to reduce his/her work load.
- (c) The unit member and the District shall submit monthly contributions to the retirement fund based upon the amount the unit member would have earned if he/she were employed full-time.
- (d) Part-time employment can be revoked only with the mutual consent of the employer and unit member. In the event that the unit member is terminated for cause, however, the part-time employment option shall be revoked.
- (e) The District shall pay for the unit member's participation in the approved benefit programs, pursuant to the provisions of this article.

<p style="text-align: center;">ARTICLE IX</p> <p style="text-align: center;">REASSIGNMENT AND TRANSFER</p>
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1. Site-To-Site Transfers:

1.1 Unit member Initiated:

All unit members requesting transfer shall follow the procedure as outlined below:

1.1.1 Discuss the desired transfer with the Principal of the school to which the unit member is currently assigned.

1.1.2 Write a letter addressed to the Superintendent, stating the unit member's desire for a transfer and the reason for the request.

1.1.3 File the request with the Human Resources Office no later than April 1.

1.2 District and/or School Initiated:

The Superintendent may transfer a unit member so long as such a transfer is in the best interest of the District. Transfers will not be made for punitive purposes.

1.2.1 When a transfer is planned, the unit member involved shall be consulted prior to the transfer taking effect. Normally this consultation shall take place well in advance of the final decision. Should there be a need to transfer as a result of an emergency, a reasonable effort shall be made to consult with the unit member and department chairpersons affected prior to the transfer.

2. Reassignment within a Site:

2.1 The building principal is delegated the authority to reassign unit members within the school site.

2.2 The building principal or designee shall consider the recommendations of the department chairperson(s) and unit member(s) potentially involved in the reassignment.

3. Criteria:

- 3.1 Transfers and reassignments shall consider the best interests of students and teachers.
- 3.2 Insofar as possible, unit members shall be placed in the department and level at which their experience and training qualify them to be placed.
- 3.3 All other considerations being equal, the least senior unit member in the District or school shall be transferred or reassigned within a site.

The administrators will help every unit member accommodate to a transfer or reassignment. Some measure of compensation may be offered when deemed appropriate by the principal.

ARTICLE X

SICK LEAVE

1. Entitlement and Transfer:

1.1 Full-Time Unit Members:

1.1.1 A full-time ten (10) month certificated unit member who must be absent himself/herself from his/her duties because of illness or injury is entitled to ten (10) days leave per year. Unit members whose contractual assignment is for more than ten (10) months shall be granted sick leave on the same basis—one (1) day per service month.

1.2 Accumulation and Transfer:

1.2.1 Sick leave not taken may be accumulated from year to year.

1.2.2 Sick leave may be transferred in accordance with the provisions of Education Code Section 44979.

1.3 Increments for Use of Sick Leave:

1.3.1 Full-time unit members absent for more than two block periods on a given day, regardless of the number of assigned blocks unit members have that day, will be considered absent one full day.

1.3.2 Full-time unit members out for one or two blocks will be considered absent one-half day.

1.3.3 For days with seven periods, a full day will be considered four or more periods. Three periods or less will be considered one-half day.

Blocks are not divisible and a preparation period is considered a block.

2. For cause stated in writing, the Superintendent or designee may require a unit member to furnish verification of the necessity for taking sick leave from a licensed medical provider.

PREGNANCY AND DISABILITY LEAVE (PDL)

Definition:

PDL permits a member to take leave for the period during which she is disabled due to pregnancy, childbirth, or a related medical condition.

Eligibility:

Any pregnant unit member that is disabled due to pregnancy, childbirth, or related medical condition is eligible for PDL.

Giving Notice:

To the extent that a member's situation allows, members must contact the District's HR representative as soon as possible to discuss leave options. If the need for the leave is foreseeable, a formal request generally must be submitted to the District 30 days before the beginning of leave; however, if this is not practical, then members must give the District notice as soon as possible.

Duration:

The length of PDL is determined by the member's health care provider and is generally six to eight weeks. PDL may not exceed four months.

While on PDL, the member's sick leave will be charged and the member will continue to receive pay. Members who have exhausted all accrued sick leave will be eligible for differential pay. In the event a member will be returning from PDL during the current school year, the member may elect to retain one day of sick leave for each month remaining in that school year. Members must notify the District's HR representative of their intent to retain sick leave once the end date of their PDL is established.

Health Coverage:

The member's coverage under any group health plan will be maintained by the District on the same basis as coverage would have been provided if the member had been continuously employed during the entire leave period.

Returning from:

Leave members must submit a release to return to work from their health care: provider. A member is generally entitled to be returned to the same position held when the leave started, or to an equivalent position with equivalent benefits, pay, etc.

Salary Step Advancement:

A member's step advancement is unaffected by PDL.

Tenure Track Considerations:

The duration of a member's leave may affect the timing for obtaining tenure. Non-tenured members must work 75 percent of the school year for that year to count towards tenure.

CHILD BONDING LEAVE BIRTH, ADOPTION OR FOSTER CARE PLACEMENT

Definition:

Up to 12 work weeks of child bonding leave occasioned by the birth of the unit member's child or the placement of a child with the unit member in connection with the placement of a child with the unit member through adoption or through foster care as provided by the California Family Rights Act (CFRA) ("Child Bonding Leave"). When both parents are employed by the district, the 12 school weeks of Child Bonding Leave is shared and therefore will not exceed a total of 12 weeks. Child Bonding Leave must be completed within one year of the birth or placement of the child with the unit member. For the "birthing" unit member, the 12-week period will commence after completion of any pregnancy disability leave (PDL). For the "non-birthing" unit member, the 12-week child bonding leave shall commence on the first day of such leave.

Eligibility:

A member must have been employed by the District for at least 12 months in order to be eligible for Child Bonding Leave.

Giving Notice:

To the extent that a member's situation allows, members will want to contact the District's HR representative as soon as possible to discuss their leave options. If the need for the leave is foreseeable, a formal request generally must be submitted to the District 30 days before the beginning of leave; however, if this is not practical, then members must give the District notice as soon as possible.

Duration:

Up to 12 school weeks within one-year of the birth, adoption or placement of a child.

Eligible members may take up to 12 work weeks of Child Bonding Leave. Married couples will share the 12 work weeks unless it is being used to care for a child with a serious health condition.

Salary:

While on Child Bonding Leave, the unit member's sick leave will be charged. If the unit member exhausts his/her accumulated sick leave prior to the expiration of the 12 week bonding leave, he/she shall be entitled to differential pay as defined in Education Code section 44977.5.

Health Coverage:

The member's coverage under any group health plan will be maintained by the District on the same basis as coverage would have been provided if the member had been continuously employed during the entire leave period. Timing of the leave may affect District paid health premiums. If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, or returns for less than thirty (30) days, the District shall have the right to recover its share of premiums paid for maintaining the employee's health coverage.

Returning from Leave:

A member is generally entitled to be returned to the same position held when the leave started, or to an equivalent position with equivalent benefits, pay, etc.

Salary Step Advancement:

A member's step advancement is unaffected by Child Bonding Leave.

Tenure Track Considerations:

The duration of a member's leave may affect the timing for obtaining tenure. Non-tenured members must work 75% of the school year for that year to apply towards tenure.

CHILD CARE LEAVE

Definition:

Leave without pay for up to one year after the birth of the member's child or the adoption of a pre-elementary age child.

Eligibility:

A member must be tenured.

Giving Notice:

To the extent that a member's situation allows, members will want to contact the District's HR representative as far in advance as possible.

Duration:

Eligible members may take up to one year.

Members on Child Care Leave do not receive pay.

Health Coverage:

While on Child Care Leave, Members may continue to participate in the District's health care plan through COBRA. Members are responsible for paying their own health care benefit premiums.

Returning from Leave:

A member is generally entitled to be returned to the same position held when the leave started, or to an equivalent position with equivalent benefits, pay, etc.

Salary Step Advancement:

Step advancement for members on Child Care Leave may be affected. To advance, an employee needs to work at least 75 percent of the school year, so those who work less than 75 percent may not advance on the salary schedule.

Tenure Track Considerations:

Not applicable as only tenured teachers qualify for Child Care Leave.

FAMILY AND MEDICAL LEAVE (FMLA/CFRA) FOR FAMILY CARE AND MEDICAL LEAVE OTHER THAN PREGNANCY OR CHILD BONDING

Definition:

Up to 12 work weeks of unpaid leave under the Family Care and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) ("family care and medical leave may be taken for any of the following reasons:

- For leaves related to pregnancy, child birth, or child bonding
- To care for an immediate family member (spouse, child, ward or parent) with a serious health condition; or
- For the member's own serious health condition, which renders the employee unable to perform the essential functions of his/her position.
- The law provides for additional leaves related for members of the military and their families related to care for military member and other qualifying exigencies. Please contact the District's HR representative for more information.

Eligibility:

A member must have been employed for at least a year with the District in order to qualify and must have worked 1,250 hours within the 12 months immediately preceding the leave. Determination for eligibility is based upon the date the leave commences, or is scheduled to commence, not the date the leave request is submitted.

Giving Notice:

To the extent that a member's situation allows, members should contact the District's HR representative as soon as possible to discuss leave options. If the need for the leave is foreseeable, a formal request generally must be submitted to the District at least 30 days before the beginning of leave; however, if this is not practical, then members must give the District notice as soon as possible.

Duration:

Eligible members may take up to 12 work weeks of family care leave.

Health Coverage:

The member's coverage under any group health plan will be maintained by the District on the same basis as coverage would have been provided if the member had been continuously employed during the entire leave period. Timing of the leave may affect District paid health premiums.

Salary Step Advancement:

Step advancement for members on family care leave may be affected. To advance, a member needs to work at least 75 percent of the school year, so those who work less than 75 percent may not advance on the salary schedule.

Tenure Track Considerations:

The duration of a member's leave may affect the timing for obtaining tenure. Non-tenured members must work 75% of the school year for that year to apply towards tenure.

Certification:

The District may require certification from the unit member's health care provider before allowing leave for your own serious health condition. The District may also require certification from the health care provider for leave to care for a family member who has a serious health condition, before allowing a unit member leave to take care of that family member. In some rare cases, the District may also require (and pay for) a second opinion.

Returning from Leave:

Members must submit a certification to return to work from their health care provider if the leave was taken for the member's own serious health condition. A member is generally entitled to be returned to the same position held when the leave started, or to an equivalent position with equivalent benefits, pay, etc.

3. Catastrophic Leave Bank:

- 3.1 A voluntary Catastrophic Leave Bank has been established for unit members covered by this Agreement who have exhausted their own accumulated sick leave and:

- (a) have a serious illness or disability, or
- (b) have a calamity in their immediate family requiring their presence.

- 3.2 In order to participate in the Catastrophic Leave Bank unit members agree, in writing by September 30, to donate one day per year for a minimum of three (3) years.

If the Catastrophic Leave Bank is exhausted, it shall be replenished by an automatic contribution of one additional day from each member of the Bank. Members will be notified of any automatic contribution.

- 3.3 Eligible unit members who have previously elected not to join the Catastrophic Leave Bank may change their election by notifying the Business Office in writing by September 30th, or within 30 days of start date thereafter.

- 3.4 Eligibility for an amount of catastrophic leave to be granted shall be governed by the following criteria:

- (a) applicant is a current contributing member of the Bank.
- (b) adequate evidence of serious illness or disability.
- (c) evidence of calamity in the immediate family.
- (d) prior utilization of all eligible sick leave.

- 3.5 The initial grant of sick leave by the Committee shall not exceed 20 days. Extensions may be granted by the Committee upon demonstration of need by the applicant.
- 3.6 Unused days in the Catastrophic Leave Bank shall be carried over into the Bank that is established for the next academic year.

The Catastrophic Leave Bank shall be administered by a Committee consisting of five (5) members designated by the DTA. Decisions of the Committee are final and binding. They are not subject to the grievance procedure.

The committee is responsible for its own internal organization and for establishing internal procedures.

The District Office will set up and maintain the Bank's records, and will provide a report to the association president each year.

ARTICLE XI

LEAVE

1. Personal Necessity:

- 1.1 Unit members may use a maximum of seven (7) days of accumulated sick leave for personal necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention and cannot be taken care of after work hours or on weekends.
- 1.2 Accumulated sick leave may be used in any school year without prior approval for Personal Necessity Leave for one of the following reasons. (E.C. 44981):
 - 1.2.1 Death or serious illness of a member of the employee's immediate family.
 - 1.2.2 Accident involving the unit member's person or property or the person or property of a member of his or her immediate family.
- 1.3 Accumulated sick leave may be used for Personal Necessity Leave in any school year without prior approval for the following reasons:
 - 1.3.1 Death of a close friend necessitating the presence of the employee.
 - 1.3.2 Serious illness of a member of the employee's household.
 - 1.3.3 Acts of God rendering employee unit member incapable of reporting to his/her assignment.
 - 1.3.4 Serious personal business or need as determined by the unit member.
- 1.4 Personal Necessity Leave shall not be used for extension of holiday and vacation periods except pursuant to Section 1.5 below. For Guidelines regarding processing these requests, see Appendix D.

[Appendix D is attached to and made a part of this Tentative Agreement.]

- 1.5 Personal Necessity Leave for unusual circumstances not specified in other leave regulations may be granted upon the recommendation of the principal and prior approval of the Superintendent or designee.

2. Bereavement:

No salary loss or loss of sick leave for three days (or five days if out of state travel is required) is allowed in the event of a death in the immediate family of the unit member or spouse of the unit member. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the unit member. (Ed Code §44985)

ARTICLE XII

SABBATICAL LEAVES

1. Short-term Sabbaticals:

Upon recommendation of the site principals, the superintendent may grant short-term sabbatical leaves of up to five (5) days to qualified applicants. Approval of such leaves shall be based upon the nature of the request and are subject to the availability of replacement personnel.

1.1 Qualifications:

A certificated unit member who has served the District for seven (7) years is eligible to apply for short-term sabbatical leave. Once eligibility has been met, no more than one short-term sabbatical leave per seven (7) year period shall be granted.

1.2 Conditions:

A certificated unit member may request five school days for outside professional development activities for the purpose of encouraging professional scholarship. These five (5) days shall be charged to the unit members' sick leave balance. The unit member will complete a written application no later than two (2) months prior to leaving which will include the following;

- (a) description of how the activity will benefit students.
- (b) a copy of written substitute plans that will be used in the unit member's absence.

2. Extended Sabbaticals:

Upon the recommendation of the Superintendent, the Board of Trustees may grant extended sabbatical leaves to qualified applicants. Approval of such leaves shall be based upon the nature of the request and are subject to the availability of replacement personnel and financial resources.

2.1 Qualification:

A certificated unit member who has served the District for seven (7) years is eligible to apply for sabbatical leave.

2.2 Conditions:

- (a) The rate of pay for a certificated unit member on extended sabbatical leave shall be one-half (1/2) the salary of the employee's placement on

the schedule (including masters, if appropriate) for the period of the sabbatical.

- (b) The certificated unit member will secure and provide a surety bond equal to the employee's salary for the period of the sabbatical leave. The bond will be cleared following the completion of the equivalent of two full-time years of Category I service in the District.

ARTICLE XIII

PERSONAL LEAVE

A short-term personal leave may be granted to a unit member for reasons not covered under Personal Necessity Leave. Such leaves shall be without pay or with partial compensation at the discretion of the Superintendent or designee. Extended leaves without pay up to one (1) year may be granted by the Board of Trustees.

1. Short-term:

- 1.1 The Superintendent or designee may grant a personal leave to a unit member for reasons not covered under Personal Necessity Leave. Such a leave shall be granted without pay. However, depending on the nature of the leave, the Superintendent or designee may grant such a leave with partial pay by compensating the unit member the difference between his/her daily rate of pay and a substitute's daily rate of pay, whether or not a substitute is actually employed to take the place of the unit member on leave. If a substitute is not employed, the amount deducted shall be determined by the minimum set daily rate of pay. Upon prior approval of the Superintendent or designee, if a full day substitute is required and the unit member's assignment is voluntarily covered by colleagues, the substitute's daily rate of pay shall be credited to the related departmental budget.
- 1.2 Requests for personal leave shall be submitted to the Principal two (2) weeks prior to the requested leave date. The Principal shall forward the request to the District Personnel Office with his/her recommendation.

2. Extended Personal Leave:

- 2.1 A permanent unit member upon written request may be granted either a partial or a full-time leave of absence without pay on a year-to-year basis for personal or professional reasons as listed below provided such a leave does not adversely affect the educational program of the District. An eligible unit member must submit his/her leave request to the District Superintendent on or before February 1. This time line is set for the benefit of other unit members and to promote orderly staffing and budgeting.
- 2.2 Unit members on unpaid leave shall not receive credit for a step change on the salary schedule unless the unit members are in paid status with the District for more than seventy-five percent (75%) of their assignments for a full school year.

- 2.3 The unit member will be entitled to retain health benefits for himself/herself and his/her family while on leave so long as the unit member pays to the District the full cost of the coverage, subject to the insurance carrier's approval.
- 2.4 A unit member who has permanent and full-time employment status with the District and who wishes to temporarily reduce his/her teaching assignment from full-time to part-time employment may make an application to the Superintendent. Each applicant shall have the opportunity to discuss his/her request with the Superintendent or designee. Final action to accept such application for leave of absence with reduced assignment shall be at the discretion of the Board.
- 2.5 A permanent and full-time unit member who is on a one-year leave of absence with reduced teaching assignment shall have the right of return to the same or similar full-time position held prior to the leave. This right is the same given to any staff member on full-time or regular duty. A unit member on unpaid leave shall notify the District of his/her intent to return from leave or resign by February 1 for full-year or a spring semester leave or by November 1 for a fall semester leave.
- 2.6 Reduced assignment shall not constitute a break in tenure or change in the employee's seniority status.
- 2.7 The unit member on a leave with reduced assignment shall receive salary, advancement, benefits, sick leave, other duties and retirement credit in accordance with Article IX.

3. Examples of Personal Leave:

- 3.1 Study, travel, professional improvement (not covered by sabbatical leave).
- 3.2 Overseas teaching.
- 3.3 Peace Corps or similar service.
- 3.4 Personal health and family hardship.
- 3.5 Victim of domestic violence.
- 3.6 Volunteer firefighter duty.
- 3.7 Teaching out of District.

4. Jury Duty:

- 4.1 The Superintendent or designee shall grant a certificated employee jury duty leave upon request. When such a leave is granted, an employee shall receive his/her regular pay less any amount he/she receives for jury fees.

5. Exception:

5.1 Unauthorized leave:

- 5.1.1 The unit member's daily rate of compensation shall be charged against the annual salary for all unapproved personal absences. Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the Superintendent or designee including all duties and responsibilities as defined by the Education Code, rules and regulations of the State Board of Education and policies and regulations of the Los Gatos-Saratoga High School District.
- 5.1.2 Beginning on the first day of unauthorized leave, no warrant shall be drawn in favor of any unit member who has not faithfully performed all duties prescribed.
- 5.1.3 A unit member shall receive as salary only that amount which bears the same ratio to the established annual salary as the time served bears to the required days served.
- 5.1.4 Unauthorized leave may have an adverse impact on the unit member's service credit for CalSTRS or CalPERS purposes.

ARTICLE XIV

SAFETY CONDITIONS

1. The District will exert appropriate efforts to insure that all unit members are accorded a safe and orderly working environment.
2. Unit member shall observe reasonable precautions and safety standards.
3. It shall be the unit member's responsibility to report to the Principal any observed unsafe physical conditions in the buildings or on the school premises.
 - 3.1 The report should be done orally as soon as the condition is recognized.
 - 3.2 A follow-up report should be submitted in writing at the earliest possible convenience.
4. It shall be the employer's responsibility to assess the physical condition reported in 3 above and to correct unsafe conditions.
5. It shall be the responsibility of any unit member who is the victim of an assault or battery in connection with his/her employment to:
 - 5.1 Orally report the incident to his/her Principal and/or immediate supervisor at the earliest possible time.
 - 5.2 Submit a written report of the incident to his/her Principal and/or immediate supervisor at the earliest possible time.
6. It shall be the responsibility of the Principal and/or the immediate supervisor to report the incident to the Superintendent's office and such other authorities as deemed appropriate with the least possible delay.
7. It shall be the responsibility of the District to provide upon request by the involved unit member(s) appropriate non-confidential information relating to an incident of assault and/or battery.
8. A unit member who is the victim of a battery pursuant to #5 above (i.e. at work) may seek reimbursement from the District for any damage to eyeglasses, hearing aids or articles of clothing so long as said items are not covered by the unit member's insurance. The claims shall be limited to claims for not less than ten dollars (\$10) nor more than one thousand dollars (\$1,000).

ARTICLE XV
CLASS SIZE

1. Class size shall be determined by the building principal within allocations granted by the District.
2. The principal shall allocate funds in such a manner as to insure that all District and legal requirements with regard to class size are met.
3. Prior to the submission of the preliminary budget, and upon request by the department chairperson, the site principal or his designee shall consult with his/her department chairperson regarding class size.
4. Staffing Ratio:
The staffing ratio is the total student enrollment divided by the number of Full Time Employee (FTE) classroom teachers hired by the District with general funds. Special Education teachers will not be included in calculating this ratio.

ARTICLE XVI

PROFESSIONAL PRACTICE

Instructional Support, New Teacher Induction & Evaluation:

The Association and the District are continuously striving to provide the highest possible quality of education. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through professional development, instructional support, feedback and evaluation. Teachers are viewed as valuable professionals who deserve to have the best resources available provided to them to support continuous improvement, professional development and performance.

1. Evaluation:

The site administration of each high school shall have the responsibility for evaluation of unit members.

1.1 A unit member assigned to more than one school shall be evaluated by the site administrator of the school where the teacher has the majority of the assignment. If a unit member is assigned equally to two schools, then the evaluation will be done by the site administrator of the teacher's choice. In all cases, any site administrator for whom the teacher serves will provide input to the teacher's primary evaluating site administrator.

1.2 Teachers transferred from one school to another will maintain the same evaluation category as given by the principal site administrator at their previous school.

2. Evaluation of all certificated staff covered under the provisions of the Negotiated Agreement between DTA and the Los Gatos-Saratoga High School District Board of Trustees shall be an on-going process. Evaluation shall focus on the unit member's (hereinafter called member) areas of responsibility which include:

2.1 Instruction and professional responsibilities (3.1.1-3.1.6 are based on the California Standards for the Teaching Profession (CSTP))

2.1.1 Engaging and supporting all students in learning.

2.1.2 Creating and maintaining effective environments for student learning.

2.1.3 Understanding and organizing subject matter for student learning.

2.1.4 Planning instruction and designing learning experiences for all students.

2.1.5 Assessing student learning.

2.1.6 Developing as a professional educator.

3. Verifiable sources of information used for evaluations may include but are not limited to:
 - 3.1 Written and shared reports of classroom observation.
 - 3.2 Signed documents from students, parents, or chairpersons, shared with the member prior to the evaluation.
 - 3.3 Commendations from professional organizations and other community sources.
4. Evaluation Definitions, Process and Timeline.
 - 4.1 Annual Goals:

Goals developed by unit members based on the California Standards for the Teaching Profession (CSTPs), district strategic goals, site goals and/or personalized professional growth goals directly related to the unit member's role in the district Annual Goals. All unit members will complete and submit annual goals via the district's Annual Goals form to their Principal by October 15th. Discussion pertaining to a member's goals may occur in department meetings, individually with members, or with site administration. On-cycle permanent members participating in the Alternative Evaluation process will complete the Alternative Evaluation form in lieu of the Annual Goals form.
 - 4.2 Annual Goals Self Reflection:

Progress update provided by unit members on their annual goals. Unit members will reflect on their annual goals set at the beginning of the year by completing and submitting the Annual Goals Self-Reflection form to their principal by June 15th. Discussion pertaining to goal progress may occur in department meetings, individually with members, or electronically with site administration. On-cycle permanent members participating in the Alternative Evaluation process will complete the Alternative Evaluation Self-Reflection form in lieu of the Annual Goals Self-Reflection form.
 - 4.3 On-cycle/Off-cycle:

Any year in which a unit member is evaluated or participating in an alternative evaluation process. Permanent members will be on-cycle every four years (one year on-cycle, three years off-cycle). Principals reserve the right to place a member on cycle or on special evaluation. The sequence of members on the new cycle will be mutually agreed upon by the District and DTA.

Off-cycle:
Any year in which a permanent unit member is not evaluated by an administrator nor participating in an alternative evaluation process.

4.4 Alternative Evaluation:

A mutually agreed upon alternative professional growth plan or project Alternative Evaluation- Permanent on-cycle unit members may participate in an alternative evaluation in lieu of a traditional evaluation with the approval of the principal. Participating unit members must complete the Alternative Evaluation Form and obtain the principal's approval and signature on the Alternative Evaluation Form by October 15th.

4.5 Alternative Evaluation Self Reflection:

Progress update provided by unit members of their alternative evaluation. Participating permanent on-cycle unit members must complete and submit the Alternative Evaluation Self-Reflection form to the principal by June 15th.

4.6 Traditional Evaluation:

An evaluation conducted by an administrator that entails at least two classroom observations (one per semester) and a summative final evaluation report and conference. Temporary, probationary 1, probationary 2 teachers, teachers with emergency or provisional credentials, and on cycle permanent teachers will be evaluated by an administrator using the traditional evaluation process, except in the case of a permanent teacher who is participating in the alternative evaluation process.

As part of the traditional evaluation process, there will be a minimum of two formal observations (one per semester) during the school year in addition to regular informal observations. For non-tenured members there will be a minimum of two formal observations in the first semester and a minimum of one formal observation in the second semester. Formal observations will be announced in advance by the administrator. Following a formal observation, the administrator will provide the unit member with a written observation report. A post-observation meeting will be held at the request of either the administrator or the unit member.

4.6.1 Classroom Observation/Other Observation:

A formal evaluative classroom observation conducted by a site administrator that is a minimum of 30 minutes in length or a formal evaluative observation of non-classroom members' work with students, staff and/or parents.

4.6.2 Summative Evaluation:

The final evaluation of an on-cycle unit member that summarizes observations, data and other information collected as part of the traditional or special evaluation process. The summative evaluation consists of both a final evaluation conference and a final evaluation report. A final summative evaluation report for non-permanent members must be completed by March 1. For permanent members, the final summative evaluation conference and the final summative report based on the observations during the year will be completed and submitted to the District Office by May 15. For permanent members, the final formal

observation conference and final summative evaluation report conference may be held concurrently.

4.6.3 Special Evaluation:

An assigned evaluation process initiated by an administrator that entails the unit member to be placed on cycle that includes the development of a formal support plan, the completion of the traditional evaluation process including classroom observations and a final summative evaluation report.

A unit member will be placed on cycle on a special evaluation when there are difficulties in one or more areas of responsibility that require special attention and support. A teacher who is off-cycle may be placed on a special evaluation based on a pattern of documented incidents. Unit members shall receive written communication regarding incidents/information relied upon by the evaluator in making the decision to place a unit member on special evaluation. The principal will list objectives designed to improve performance, offer corrective actions, and provide instructional support as part of a formal support plan. The member being placed on Special Evaluation must be informed by May 15. The completed Formal Support Plan form must be completed by the Principal in consultation with the member and submitted to the district office no later than September 30th. As with the traditional evaluation, the final summative evaluation conference and a final summative report based on the observations and progress associated with the Formal Support Plan will be completed and submitted to the District Office by May 15.

4.6.4 Formal Support Plan:

A formal plan for support for a unit member that may include but is not limited to assigned instructional support, periodic check-ins, professional development and progress monitoring. Unless there are compelling reasons, a member will not remain in this category for more than two years. A failure to demonstrate proficiency based on the California Standards for the Teaching Profession may result in a unit member being frozen on the salary schedule and subject to other sanctions.

- 4.7 A district approved and administered student survey will be reviewed with the non-permanent classroom unit member each semester and considered as part of the reflective process for non-permanent unit members.
- 4.8 The member must sign the evaluation; however, signing the evaluation does not signify agreement. The signature is recognizing receipt of the document only. Written responses to any evaluation or observation must be submitted to the District Office within 10 days and submitted to the Superintendent. Failure of a non-permanent member to sign the appropriate evaluation or observation form by March 1 shall not prohibit the site administrator from determining the member will be released. Failure of a permanent member to sign the appropriate evaluation or observation form shall not prohibit the site administrator from determining the member will be assigned to a special evaluation.

5. Instructional Support:

A non-evaluative support service available to all unit members.

5.1 Professional Support Plan:

An informal plan for support for a unit member that includes, but is not limited to recommended instructional support, periodic check-ins, professional development and progress monitoring.

6. The Instructional Coach:

A teacher on special assignment, who is released from the classroom to support teachers including mentoring new teachers participating in the New Teacher Induction Program. The Instructional Coach shall be provided release time as needed. Feedback will be elicited from participating teachers/staff regarding the effectiveness of support provided. A teacher may not be appointed to an administrative unit position in the District while serving in the unit as the Instructional Coach. If the Instructional Coach were to become an administrator, he/she may not become the administrative evaluator of the Participating Teacher with whom he/she worked.

6.1 Functions performed pursuant to this Article by bargaining unit members, including the Instructional Coach, shall not constitute either management or supervisory functions. The Instructional Coach shall continue to have all rights of bargaining unit members.

6.2 The Instructional Coach shall assist unit members by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the teacher.

6.3 The Instructional Coach shall meet with unit members on Special Evaluation formal support plans to discuss the Instructional Support Program, to establish mutually agreed upon performance goals, and to develop the assistance plan and a process for determining its successful completion based upon the objectives previously decided upon.

6.4 The Instructional Coach shall monitor the participation of the unit member on Special Evaluation and provide appropriate feedback to the unit member.

6.5 All communication between the Instructional Coach and the unit member on special evaluation shall be confidential and, without the written consent of the unit member, shall not be shared with others, including the site principal and the evaluator.

6.6 The Instructional Coach shall continue to provide assistance to the unit member on special evaluation until the administrative evaluator concludes that performance is satisfactory or that further assistance will not be productive.

6.7 The District shall defend and hold harmless the Instructional Coach from any lawsuit or claim arising out of the performance of their duties under this provision as provided by the California Government Tort Claims Act.

7. New Teacher Induction Program:

A non-evaluative professional growth program for a) teachers in their first or second year of their preliminary credential and who must clear their credential as provided by law and b) all teachers in their first or second year in the District regardless of their prior experience. New Teacher Induction entails a series of professional development activities, including but not limited to guided peer observations, collaborative reflection, analysis of student feedback, informational meetings and the development and implementation of Common Core based units or lesson sequences.

Details of the Induction Program requirements will be determined for each school year by the Instructional Coaches and Assistant Superintendent of Human Resources, and expectations will be communicated to New Teachers at the beginning of the school year.

[See Appendix](#) for visual representation of tiers of support.

ARTICLE XVII

SUPPORT OF AGREEMENT

It is agreed that the Association and the Board will support this Agreement for its term and neither the Association nor the management will appear before the Board of Trustees to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreements of the District and the Association.

ARTICLE XVIII

EFFECT OF AGREEMENT

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

ARTICLE XIX

WAIVERS

Provisions of this agreement between the Los Gatos-Saratoga High School District and the District Teachers' Association may be waived. A waiver may only occur with the approval from both the District Teachers' Association's president or his/her designee and the Superintendent or his/her designee under circumstances that are acceptable to both parties.

ARTICLE XX

COMPLETION OF AGREEMENT

Except as set forth in Article XXI, Term, the District and the Association agree that this contract is complete. There shall be no additions to or deletions from the content of any articles, and there shall be no articles added except by mutual agreement by the Board and the Association. In addition, there shall be no further negotiations on any matter that is within the scope of representation for the duration of the contract except by mutual agreement.

ARTICLE XXI

TERM

1. This Agreement is for a term of three years, commencing July 1, 2019 and ending June 30, 2022. This Agreement shall become effective following the date of ratification by the Association and approval by the Board of Trustees, and shall remain in full force and effect up to and including June 30, 2022. If a successor Agreement has not been negotiated before June 30, 2022, this Agreement will continue in effect until a new contract is negotiated, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, 2022 of its request to modify, amend or terminate the Agreement.

This Agreement shall remain closed and not subject to renegotiation except as provided below.

2. **2020-2021 School Year:**

Subsequent to ratification of the 2019-2022 Tentative Agreement, at the District's request, the parties shall reopen negotiations over Article 7.2 [Work Year] if the District determines that potential reductions in the work year (and corresponding salary reductions) may be necessary due to a reduction in state and/or local funding for the 2020-2021 school year that was not known or certain at the time of reaching Tentative Agreement for the 2019-2022 Mutual Agreement of Trust. The parties shall submit initial proposals in sufficient time to complete the public notice "Such request must be made in writing to the Association not later than 30 calendar days following enactment of the final State Budget Act (including any final revisions to the State Budget which the parties estimate will occur in August) and trailer legislation for the 2020-2021 school year.

3. **2021-2022 School Year:**

Upon the request of either party, negotiations shall be reopened over Article V (Salary and Benefits) plus up to two (2) additional articles selected by each party. The parties shall submit initial proposals in sufficient time to complete the public notice ("sunshine") process and begin negotiations on or before March 1, 2021 unless mutually agreed to otherwise in writing.

ARTICLE XXII

SAVINGS CLAUSE

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.

APPENDIX "B"

LOS GATOS-SARATOGA HIGH SCHOOL DISTRICT 2020–2022 Special Certificated Salary Schedule, Effective **March 6, 2018**

Los Gatos High School

Saratoga High School

1. Curriculum Workshop Participant - 2% of the salary for school or District workshops will be based on the current contracted salary schedule per week.
2. Advancement on the Schedule
 - 2.1 Step advancement shall be contingent upon member's continued professional growth and satisfactory evaluations. A member may not advance if he/she has received two (2) or more unsatisfactory evaluations in one year or has accumulated two (2) unsatisfactory evaluations in successive years. A member shall not receive retroactive payments for those years withheld on the salary schedule. Upon the recommendation of the administration, the Governing Board reserves the right to withhold a salary increment to any certificated employee.
 - 2.2 A member may move no more than one column (defined as: a grouping with the same number of units) and/or step per year, except that members who are initially placed at the top of a column and have more years of experience than are recognized by that column will receive full credit for years of experience when they accumulate sufficient units to move to a higher column which does recognize additional years of experience.
 - 2.3 Column placement to be determined as follows:
 - 2.3.1 Semester Unit - Semester unit(s) granted by a college or university accredited by a nationally recognized association (e.g. National Council for the Accreditation of Teacher Education).
 - 2.3.2 Quarter Unit - Quarter unit(s) granted by a college or university accredited by a nationally recognized association (e.g., N.C.A.T.E.). Quarter units will be valued at two-thirds (2/3) of one (1) semester unit.
 - 2.3.3. C.E.U. - Continuing Education Unit(s) granted by a college or university accredited by a nationally recognized association (e.g., N.C.A.T.E.). Each C.E.U. will be valued at two-thirds (2/3) of one (1) semester unit and is equal to 10 hours of work per unit.
 - 2.3.4 Professional Growth Units- Professional growth units granted by organizations other than a college or university. Each course must be approved by the Professional Learning Committee and recommended to the Superintendent, who has final approval, prior to the course being taken. The coursework must have a direct relationship to the unit member's current

role or a role that the unit member is preparing to take on. A maximum of four (4) units per school year (15 hours per unit) may be earned. Unit members must submit an official certificate of completion.

2.3.5 To advance on the salary schedule, verification must be submitted to the Human Resources office by October 15. Satisfactory verification shall consist of grade cards or transcripts of coursework completed at a college or university or an official certificate of completion for course work completed at an organization other than a college or university. All coursework must be completed prior to September 1.

2.3.6 National Board Certified teachers who receive notification for full certification before December 31 for work completed prior to the opening of the school year shall receive their stipend retroactive to the beginning of the school year.

2.4 Leaves of Absence: A member will qualify for advancement if salary credit for the leave is granted (e.g., sabbatical/teaching leave).

2.5 The salary schedule may be exceeded at the discretion of the Governing Board.

2.6 A Professional Learning Committee established by the Association and the District consisting of two representatives from each will consider requests for coursework taken from organizations other than a college or university.

3. Release Time for Department Chairpersons

Department Chairpersons selection and terms are as indicated in the District's Department Chairperson selection process. English/Language Arts, Math, Science, Social Studies, and World Language may choose to have a release period rather than substitute days and stipend. Department Chairpersons will receive 0.3% of Class II, Step 3 for each section in their department up to 30. For each section beyond 30, the rate shall be 0.1% of Class II, Step 3. Chairpersons of curriculum areas which have an instructional staff fewer than thirty (30) class periods, including chairperson's assignment, shall be granted release time according to the following schedule.

<u>Class Periods</u>	<u>Substitute Days Per Year</u>
50 or more	Chairpersons may choose to have a preparation period each school day rather than substitute days and money-
30 or more	10
25	8
20	6
15	5
10	3

3.1 Unused department chair days shall be credited to the department at a substitute's daily rate of pay.

4. Extra Pay for Extra Duty - Coaches, Other

4.1 Bargaining unit members who complete certain extra duties shall receive extra compensation. Such duties are a regular part of the co-curricular activities program and are divided into three classifications. Compensation for these duties shall be determined by the Governing Board. The salaries and classifications are as provided in Appendix "C", however the category designations may be adjusted by the Governing Board as required by law and District need.

4.2 Unit members who serve in a designated position listed on Appendix "C" shall receive an additional incentive based on the following tier per season*:

<u>Category</u>	<u>Incentive*</u>
A	\$600.00
B	\$500.00
C	\$400.00

**Those serving in a yearly classification that pays 1/3 of the stipend per season shall receive 1/3 of the incentive per season*

5. School Psychologists and Guidance Counselors

School Psychologists and Guidance Counselors shall work an extra ten days per year as a part of their contracted work schedule. Special Education Department Chairs and Activities/ASB Director shall work an extra 5 days per year as a part of their contracted work schedule.

6. Substitute Compensation

Regular full-time and 80% FTE CE employees who are asked by an administrator to substitute teach, and who so agree will be compensated at a per block rate.

The per block rate is \$133.08. Part time (60% and below FTE) CE employees who sub will be paid on the substitute salary schedule.

LGSUHS certified retirees who substitute shall be compensated at the rate of; \$100-for 1 block, \$175.00-for 2 blocks, and 3 blocks-\$225.00 per day.

APPENDIX "C"

LOS GATOS-SARATOGA HIGH SCHOOL DISTRICT 2020-21 Categories/Schedules for Extra Pay

Category A

Athletic Director (3)

Varsity Coaches:

Baseball-B
Basketball-B, G
Cross Country-B, G
Field Hockey-G
Football-B

Lacrosse-B, G
Soccer-B, G
Softball-G
Swimming-B, G
Track & Field-B, G
Volleyball-B, G
Water Polo-B, G
Wrestling-C

*Band Director
*Drama/Musical Director (2)
*Journalism Advisor

NFL Speech & Debate

*Yearbook Advisor
Undesignated (1) (Year Round Only)

B-Boys, G-Girls, C-Combined Boys and Girls

Category B

Varsity Coaches:

Badminton-C
Tennis-B, G

Varsity Assistant Coaches:

Football (3)-B
Traditional Competitive Cheer (2)

JV/Frosh-Soph Coaches:

Baseball-B
Basketball-B, G
Football-B
Lacrosse, B, G
Soccer B, G
Softball-G
Wrestling-C

*Choir Director
Winter Guard
Winter Percussion
Sideline Cheer
Dance
Undesignated (1) (YRO)

Category C

Golf Coach-B, G

JV Coaches:

Field Hockey-G
Tennis-B, G
Volleyball-B, G
Water Polo-B, G

Assistant Coaches/Athletics:

Undesignated (11)

Dance Production
Color guard/Flag

Undesignated (4) (YRO)

SALARIES ARE DETERMINED BY THE PERCENTAGES OF TEACHERS BASE SALARY (CLASS I, STEP 1)

Step	Years	CATEGORY					
		A	Amount	B	Amount	C	Amount
1	1-3	6.50%	3720	5.00%	2861	4.00%	2289
2	4-5	7.00%	4006	5.50%	3147	4.50%	2575
3	6-7	8.00%	4578	6.50%	3720	5.50%	3147
4	8+	9.00%	5150	7.50%	4292	6.50%	3720

Years of experience, regardless of category, shall accumulate in each extra duty area, discipline, or activity and include: drama, music, athletics, spirit, etc. Extra pay assignments are not considered a part of a member's regular workday. Coaches/advisors with verified coaching experience in that same sport or activity in secondary schools are to be placed on Schedule C with a maximum of four years credit (step 2). District certificated teachers have priority in filling coaching vacancies for which they are qualified. A coach serves at will and may be released at any time by the governing Board. A coach released from coaching a sport is no longer qualified to coach that sport B-Boys, G-Girls, C-Combined Boys and Girls.

If an athletic position is unused, it may be substituted for another athletic and/or activities position if it is deemed necessary by the principal in consultation with the athletic director. The substitute position must be in an equal or lesser category.

Stipends in any one sport or activity may not be combined (i.e. a coach may not receive a stipend for both Varsity Swimming Coach and Assistant Swimming Coach).

Sites must assign coaches and assistant coaches in an equitable manner between B-Boys and G-Girls sports. Assignments are subject to administrative approval and must ensure student safety.

* Band, choir, drama, journalism and yearbook teachers are required to serve in and shall be compensated for the extra-duty assignment that relates to their subject area.

**Undesignated stipends will be allocated to positions annually established by the principal at each site after consultation with Department Chairs. Upon establishing the positions to be paid using the undesignated stipends, the District will notify DTA.

APPENDIX “D”

Personal Necessity Requests Extension of Holiday & Vacation Periods (Unusual Circumstances) Guidelines

Regarding Article XI:

- 1.4 Personal Necessity Leave shall not be used for extension of holiday and vacation periods **except pursuant to section 1.5 (below)**.
- 1.5 Personal Necessity Leave for unusual circumstances not specified in other leave regulations may be granted upon the recommendation of the principal and prior approval of the Superintendent or designee.

Rationale: The intent of the limits set forth in Article XI of the [Mutual Agreement of Trust](#) for Personal Necessity (PN) are to ensure that students receive the highest quality education by having their teachers present as often as possible. LGSUHS Leadership and DTA acknowledge however, that certain life circumstances may run up against these limits and a pragmatic and fair process is needed to allow for unusual circumstances pertaining to holiday/vacation periods.

It is understood by both parties that flexibility in these limits can be given for rare, unusual circumstances, and these types of requests are not to occur on a regular basis. No guarantee is made that requests will be granted. The purpose of this document is to provide guidance to unit members on the process. The district will maintain records of requests for PN (1.4 and 1.5).

What are some examples of PN requests for unusual circumstances that have been approved to extend a holiday/vacation period?

Requests for PN days connected to a holiday or vacation period have been approved for 1.3.1 (death of a close friend necessitating the presence of the employee), 1.3.2 (Serious illness of a member of the employee's household), and 1.3.3 (Acts of God rendering employee unit member incapable of reporting to his/her assignment). Additionally, requests have been approved for unusual and significant life events such as weddings of the member or immediate family member, the birth of a grandchild, family and unit member medical and legal matters, and to participate in other unusual and rare opportunities that cannot occur during other breaks during the year.

What are some examples of PN requests for unusual circumstances that have not been approved to extend a holiday/vacation period?

Requests to extend vacation and holiday periods for vacation or travel purposes, cheaper travel arrangements or flights, travel with organizations or employment not affiliated with the district, or where individuals have made repeated requests for similar unusual circumstances extensions.

Criteria in which approval will be determined:

- Has the unit member been approved for requests like this in the past?
- How many days are being requested?
- Will the absence have a significant impact on student learning?

Flow Chart for Making a Personal Request

