

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TWO ROCK SCHOOL DISTRICT

AND

**TWO ROCK EDUCATORS ASSOCIATION
CTA/NEA**

July 1, 2021 to June 30, 2022

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ARTICLE 1 - AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Two Rock School District (“Board” and “District”) and the Two Rock Educators Association/CTA/NEA (“Association”), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”.)
- 1.3 The provisions of this Agreement shall be applied in a fair, uniform and consistent manner.
- 1.4 This Agreement shall remain in full force and effect through June 30, 2021.

ARTICLE 2 - RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all permanent and probationary certificated employees of the District, excluding management, confidential, and supervisory employees. Unit members who have been with the District two (2) years or more as of March 15, 2000 shall be considered permanent. All other unit members shall serve a two (2) year probationary period and after having served two (2) complete consecutive years shall at the commencement of their third consecutive complete year of employment become permanent.

ARTICLE 3 - NEGOTIATION PROCEDURES

- 3.1 No later than the regularly scheduled Board meeting in March of the calendar year in which this Agreement expires, the Association and the Board shall submit their initial proposals, if any, for a successor Agreement to the Board of Education. The Association shall provide its initial proposal to the District not less than ten (10) calendar days prior to the date of the Board meeting.
- 3.2 The parties shall meet and negotiate in good faith on the negotiable items on a successor Agreement beginning no later than fifteen (15) days after the regularly scheduled Board meeting at which the parties initial proposals were made public, or as soon thereafter as is mutually agreeable. Any Agreement reached between the parties shall be reduced to writing and signed by them prior to the adjournment of any negotiation session.
- 3.3 Negotiations shall take place at mutually agreeable times and places which may include work and non-work hours.

- 3.4 Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall have copies prepared and delivered to the Association for distribution to each unit member in the District.

ARTICLE 4 - NON-DISCRIMINATION

- 4.1 The Board shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, medical disability, membership in an employee organization or participation in the activities of an employee organization.
- 4.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE 5 - MISCELLANEOUS

- 5.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 5.2 It is further agreed that within thirty (30) calendar days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.
- 5.3 This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Definitions

- 6.1.1. A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- 6.1.2 The "aggrieved party" is the person or persons or the Association making the claim.
- 6.1.3 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.1.4 A “day” is any day in which the District office is open for business.

6.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.3 Procedure

6.3.1 Information Level

Within ten (10) days after the occurrence of the act or omission giving rise to the grievance or when the grievant should have reasonably known of the act and before filing a formal written grievance, the aggrieved person or persons must attempt to resolve it by an informal conference with the Superintendent or his/her designee.

6.3.2 Level 1

6.3.2.1 Within ten (10) days after the response at the Informal Level, the grievant must present his/her grievance in writing to the Superintendent or his/her designee.

6.3.2.2 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

6.3.2.3 The Superintendent or his/her designee shall meet with the aggrieved party and/or designated Association representative within ten (10) days of receipt of the grievance and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within ten (10) days of such meeting. If the Superintendent does not respond within the time limit, the grievant may appeal to the next level.

6.3.3 Level II

6.3.3.1 In the event the grievant is not satisfied with the decision at Level 1, the Association may appeal the decision to Mediation by completing the Grievance Procedure form (See Appendix "II") and submitting it to the Superintendent, or his/her designee, within ten (10) days after receipt of the decision from the Superintendent or his/her designee.

6.3.3.2 Within five (5) days following the appeal, the Association shall so notify the California State Mediation and Conciliation Service (CSMCS). CSMCS shall appoint a mediator who shall schedule a mediation conference at the earliest possible date. Mediation conference shall take place at a mutually convenient location and time.

6.3.3.3 The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of the grievance. If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify both parties in writing.

6.3.3.4 The cost, if any, of the state-provided mediator shall be equally borne by the District and the Association.

6.3.4 Level III

6.3.4.1 In the event that the grievant is not satisfied with the disposition of the grievance at Level II, and within ten (10) days after the mediation process is completed, s/he may appeal the decision in writing to the Governing Board.

6.3.4.2 This statement should include a clear, concise statement of the reasons for appeal.

6.3.4.3 The Board shall hear the grievance at a closed session of their next regularly scheduled board meeting, as long as there is at least five (5) days between the appeal and the board meeting.

6.3.4.4 The decision of the Board shall be final and binding on all parties in the grievance.

6.4 Time Limits

6.4.1 Time limits provided shall begin the day following receipt of the grievance, grievance appeal or written decision.

6.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

6.4.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

6.5 Rights of Representation

A unit member alleging a grievance may be represented at all states of the grievance by an Association designated representative.

6.6 No Reprisals

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

6.7 Miscellaneous

6.7.1 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, s/he will, upon notice to the Superintendent by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

6.7.2 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Access to this file shall be on a need-to-know basis.

- 6.7.3 Forms for filing grievances, serving notices, making reports and recommendations, and other necessary documents shall be prepared by the District and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
- 6.7.4 A 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 such adjustment is not inconsistent with terms of the written Agreement. If an employee presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. 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 written response.

ARTICLE 7 - PAYROLL DEDUCTIONS

- 7.1 Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of that unit member and make appropriate remittance for dues, annuities, credit union, savings bonds, or any other plans or programs approved by the District.

ARTICLE 8 - EVALUATION

- 8.1.1 Probationary unit members will be evaluated every school year. Permanent unit members will be evaluated at least every other school year. Permanent unit members who have been employed at least 10 years with the District and whose previous evaluation rated the employee as proficient or distinguished in all domain areas will be evaluated at least once every five years. The evaluation schedule will be determined by the Superintendent/Principal.
- 8.1.2 Unit members to be evaluated during the school year shall be furnished a copy of the evaluation procedures and advised of the criteria upon which the evaluation is to be based no later than October 15th of the year in which the evaluation is to take place.
- 8.1.3 The evaluation criteria will follow the Two Rock Framework for Teaching (Appendix III), which is attached.
- 8.1.4 No later than November 1 each unit member to be evaluated will submit three (3) goals upon which they desire to be evaluated using the criteria in 8.1.3.
- 8.1.5 The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards.

- 8.1.6 Following submission of the goals to the Superintendent/Principal there shall be a meeting scheduled for the purpose of reviewing the goals, reaching mutual agreement of the goals, the time table for their completion, and timelines for formal observations.
- 8.1.7 All formal observations and informal observations shall be completed by April 1st for unit members.
- 8.1.8 Formal classroom observations shall be preceded by a conference between the Superintendent/Principal and the unit member at least two (2) days prior unless there is mutual agreement for less time. The purpose of the conference will be to clarify the goals and objectives of the class to be observed. At least one formal observation will be made during the evaluation period. The unit member may request an additional formal observation. Formal observations beyond three (3) do not require advance scheduling. The principals, however, will notify the unit member that he/she will be formally observed within the next five (5) school days. Informal classroom observations require no advance notice to the unit member.
- 8.1.9 A post-observation conference between the evaluator and the observed teacher shall be held within five (5) school days following a formal observation. The conference shall include a written summary of the observation and any deficiencies and suggestions for improvement. The employee shall take action to correct any cited deficiencies, based upon the evaluator's specific recommendations for improvement and his/her assistance in implementing such recommendations.
- 8.1.10 In the event of a negative formal observation Report, the employee shall be entitled to a subsequent observation conference, and written observation report. The content of the conference shall include the Superintendent/Principal's specific recommendations as to the areas of needed improvement and support for improvement, which may include in-service training and /or conferences, a mentor teacher, or other supports determined to be appropriate by the Superintendent-Principal, which will be provided at the cost of the District.
- 8.1.11 The final evaluation conference between the unit member and the evaluator shall be held no later than thirty calendar days before the end of the school year. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached to the final evaluation.

ARTICLE 9 – BEGINNING TEACHER SUPPORT PROGRAMS (TSP)

9.1 INTRODUCTION

9.1.1 The Two Rock School Staff, Administration and Board of Trustees believe that all Teachers should focus on continuous improvement in professional practice and that teachers can benefit from the assistance and review of colleagues. The District participates

in a Beginning Teacher Support Program, making available the skills of exemplary teachers to help beginning teachers develop as professionals.

9.2 DEFINITIONS

9.2.1 Beginning Teacher is a teacher in the first or second year of his/her teaching career who participates in the Beginning Teacher Support Program.

9.2.2 Consulting Teacher is an exemplary teacher selected by the Superintendent/Principal to provide assistance and review to beginning teachers participating in the ISSP program.

9.3 CONSULTING TEACHERS

9.3.1 Subject to 9.3.3, below, Consulting teachers shall meet the following requirements:

93.1.1 Shall have served as a classroom teacher within the District for no less than 4 years.

93.1.2 Demonstrate exemplary teaching ability, including effective communication skills, ability to work cooperatively and effectively with others, subject matter knowledge and a mastery of a range of teaching strategies to meet pupil needs in different contexts, demonstrate strength in instructional strategies, classroom management, planning and organization for teaching, and principles of learning, as determined by the Superintendent/Principal.

9.3.2 Maintain a cooperative working relationship with the Superintendent/Principal.

9.3.3 Should there be insufficient Two Rock School staff qualified and willing to serve as a Consulting Teacher, as determined by the Superintendent/Principal, the Superintendent/Principal may choose a Consulting Teacher who is not an employee of the District.

9.3.4 A Consulting Teacher shall receive the stipend related to providing assistance and review for that Beginning Teacher through the current Beginning Teacher Support Program.

ARTICLE 10 - PERSONNEL FILES

10.1 There shall be an official personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.

- 10.2 Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved during a time when the unit member is not actually required to render services to the District; such inspections shall occur in the presence of the Superintendent or his/her designee. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request.
- 10.3 Information of a derogatory nature shall not be entered or filed in the unit member's official personnel file until the unit member is given notice and an opportunity to review and comment on the document. The review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. The unit member's written comments shall be attached to the document if provided within fifteen (15) calendar days of the date of the derogatory document.
- 10.4 All materials placed in a unit member's official personnel file shall be dated and signed by the person who caused the materials to be prepared.

ARTICLE 11 - PUBLIC CHARGES

- 11.1 In order to promote fair and constructive communication and due process for all parties involved, the following procedures shall govern the resolution of complaints. Every effort shall be made to resolve a complaint at the earliest possible stage. The timeline for completing this process shall be sixty (60) working days.
- 11.1.1 Generally complaints concerning school personnel should be made directly by the complainant to the person against whom the complaint is lodged. Parents/guardians are encouraged to attempt to orally resolve concerns with the staff member personally. At the request of the complainant or teacher the Superintendent/Principal may be present at the informal level to act as a facilitator and in a manner to resolve the conflict.
- 11.1.2 If the complaint is not resolved at this level, the complainant may, within ten (10) work days after the informal level meeting submit the complaint in writing to the Superintendent/Principal. Within five (5) work days of receipt of the written complaint, the Superintendent/Principal shall present the complaint to the unit member.
- 11.1.2.1 A written complaint must include the name of each employee involved and a brief, but specific, summary of the complaint and the facts surrounding it. It should include a specific description of a prior attempt to discuss the complaint with the unit member involved and the failure to resolve the matter.

- 11.1.2.2 Should the complainant, involved unit member, or the Superintendent/Principal or designee decide that a meeting concerning the complaint would be beneficial, a meeting shall be scheduled as soon as all parties can be available. An Association representative may be present at said meeting if so requested by the unit member.
- 11.1.2.3 The unit member shall be given reasonable release time during the duty day, without salary deduction, to review and respond to the complaint.
- 11.1.2.4 The Superintendent/Principal is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of the person(s) involved. Following the investigation the Superintendent/Principal will so advise all concerned parties within five (5) working days as to the resolution or non-resolution of the complaint.
- 11.1.2.5 Complainants should consider and accept the Superintendent/Principal's decision as final.
- 11.1.3 However, the complainant, unit member, or the Superintendent/Principal may ask to address the Governing Board regarding the complaint.
 - 11.1.3.1 Complaints concerning a unit member shall be addressed in a closed session of the Board.
 - 11.1.3.2 The decision of the Board following the hearing on the complaint shall be final.
- 11.1.4 Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure, shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

**ARTICLE 12 - CLASS SIZE
AND TEACHER RESPONSIBILITIES**

- 12.1 The District will use its best efforts to structure class size so that it shall not exceed twenty-nine (29) students per classroom teacher. If the class size exceeds twenty-nine students a meeting will be held between the impacted teacher and Superintendent/Principal to discuss possible resolutions to reduce the class size. The resolution shall be mutually agreed upon by the parties.

- 12.2 The District will use its best efforts to structure class size for combination classes so that it shall not exceed twenty-five (25) students.
- 12.3 The Teachers' work year shall be one hundred eighty six (186) days, consisting of one hundred eighty (180) instructional days, three (3) non-instructional work days comprised of two (2) days prior to the start of the instructional year and one (1) day following the end of the instructional year, and three (3) staff development days.
- 12.4 Bargaining unit members shall be provided a duty-free lunch period of not less than forty (40) consecutive minutes.
- 12.5 The District will direct meetings on early release days 3 times per month. The fourth early release day will be prep/collaboration time directed by the teacher. (The following is the same as currently listed in the contract.) Additionally, when necessary, the Superintendent/Principal may call occasional short emergency meetings with unit members for communication purposes. The Superintendent/Principal shall provide unit members with an Agenda for faculty meeting at least one (1) day before such meeting is held and shall also permit unit members to place items on the agenda..
- 12.6 Unit members are also responsible for back-to-school night, and open house; Site Council meetings, and other duties shall be mutually agreed upon in a fair and equitable manner.
- 12.7 A teacher work day consists of a 7 ½ hour work day.

ARTICLE 13 - LEAVES

13.1 Leave Rights

- 13.1.1 The benefits in this Article are benefits which are in addition to statutory leave benefits and it is understood and agreed that all statutory leave benefits are incorporated into this Agreement by references as if fully set forth herein.
- 13.1.2 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were on a leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued health and welfare benefits at their own expense.
- 13.1.3 A unit member returning from a district approved leave of absence within the same school year shall be entitled to return to the same position and assignments s/he had prior to the leave. If the unit member returns to work during the next school year the unit member may not necessarily be

entitled to the same assignment and position s/he had prior to the leave but shall be placed in a comparable position.

13.2 Illness/Injury Leave

- 13.2.1 Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of illness/injury leave available to the unit member from the first work day of each year. Illness/injury leave which is not used shall accumulate from year-to-year without limit. Illness/injury leave need not be accrued prior to being taken and may be taken at any time during the school year. For the purpose of calculating illness/injury leave, one day equals 7.5 hours.
- 13.2.2 Unit members who work less than full-time shall be entitled to accumulate and use illness/injury for all such service at a rate that is in the same pro-ration to the full-time entitlement as their part-time employment bears to full-time employment.
- 13.2.3 To the extent provided by the law (Education Code section 44979) in addition to all illness/injury leave entitlement that a unit member may accumulate within the district, s/he shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in a position requiring certification qualifications in another California public school district.
- 13.2.4 The District shall provide on an annual basis each unit member with an accounting of the number of hours of illness/injury leave he/she has accumulated, plus the number of days to which the unit member is entitled for the current school year.
- 13.2.5 If a unit member has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months, or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid or would have been paid a substitute during his/her period of absence. The five (5) months or less period during which the above deductions occur shall not begin until the unit member has exhausted all available sick leave, including all accumulated sick leave and any other available paid leave. If the unit member continues to be absent beyond the additional five (5) school months period of differential pay, the unit member shall be placed on a reemployment list for 39 months if permanent or 24 months if probationary. As such, the sick leave, including accumulated sick leave, and the five (5) month period shall run consecutively. A unit member applying for leave under this Section shall

notify the District in writing, specifying the commencement date desired and reasons for the leave.

- 13.2.6 Unit members may use accumulated illness/injury leave and extended illness leave as set forth in this Article for disabilities caused or contributed by pregnancy, miscarriage, or childbirth and recovery therefrom. The length of such disability leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her physician.

13.3 Personal Necessity Leave

- 13.3.1 Unit members may use up to seven (7) days of their accrued sick leave for personal necessity. Acceptable reasons for use of personal necessity include:

- 1) Death of a member of the immediate family when the number of days of absence exceeds the limits set by the bereavement leave provisions.
- 2) An accident involving the unit member's person or property or the person or property of a member of his or her immediate family.
- 3) A serious illness of a member of the unit member's immediate family.
- 4) Fire, flood, or other immediate danger to the home of the employee.
- 5) Matters of a legal or financial nature that can only be scheduled during regular school hours.
- 6) Participation in the employee's child's school or daycare activities.
- 7) Religious holidays – up to three days of leave per year provided that the leave is requested in advance and that it does not cause the neglect of assigned duties or any other unreasonable hardship on the district.
- 8) An employee can use up to two (2) days of personal leave for any undisclosed reason. Use of these personal “no tell” days must be preapproved by the Superintendent/Principal at least two days before the leave.

9) Employees will be eligible for paid and unpaid leaves as provided for in state and federal law.

13.3.2 Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. The Superintendent or designee shall have final discretion as to whether a particular request reflects true personal necessity.

13.4 Bereavement Leave

13.4.1 A unit member shall be granted a leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three (3) days, or five (5) days if out of state travel is required or the unit member is the executor of the estate and any such additional days as the Board may allow.

13.4.2 Immediate family shall include: significant other, mother (stepmother), father (stepfather), son (stepson), daughter (stepdaughter), brother, sister, grandparent, legal guardian, foster children, grandchildren of the unit member or spouse, or any relative living in the immediate household of the unit member.

13.5 Jury Duty

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

13.5.2 A unit member ordered to jury duty during the regularly scheduled working hours shall be entitled to leave of absence with pay during the actual jury service. The unit member must remit to the District the amount of any check or warrant, excluding mileage, received in payment for the jury duty.

13.6 Parental Leave

13.6.1 A leave of absence without pay may be granted to a unit member for the purpose of rearing his/her natural or adopted child. Such leave shall normally be for no more twelve (12) months. The District and the unit member may agree to extend the period of the leave beyond twelve (12) months in order that the return date shall coincide with normal school breaks, e.g., the beginning of a semester. An extension of the leave may be granted upon request.

13.7 Industrial Accident and Illness Leave

13.7.1 The District shall comply with the provisions of Education Code Section 44984 regarding industrial accident and illness leaves of absences.

13.7.2 Allowable leave shall be for not less than 60 days during which the school of the District is required to be in session or when the employee would otherwise have been performing work for the District in any one school year for the same industrial accident.

13.8 Personal Leave Without Pay

13.8.1 The District may grant a unit member, upon request, an unpaid leave of absence for up to one (1) school year to pursue personal endeavors such as, but not limited to, study, exchange teaching, Peace Corps., Vista, or other personal interests. An extension of the leave may be granted upon request.

13.9 Family Care Leave

13.9.1 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member. The 12-month period will be measured backward from the date the unit member begins using Family Care Leave. Family Care Leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, child, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions. A unit member may use up to ten (10) days of their sick leave to care for a spouse, child, or parent with a serious health condition as well as for their own serious health condition.

13.9.2 During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under this program shall not be considered a break in service.

13.9.3 The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as practicable under the circumstances.

13.10 Catastrophic Leave

13.10.1 When a catastrophic illness or injury incapacitates a unit member or a member of his/her family for an extended period of time, fellow unit members may donate accrued sick leave credits to that unit member under the specific requirements of Education Code section 44043.5. No unit member may utilize more than two (2) months of transferred sick leave per school year.

ARTICLE 14 - REDUCTION IN FORCE

14.1 Layoff Procedure

District shall comply with all statutory provisions governing the layoff of certificated employees including, but not limited to, notification requirements, due process procedures and recall rights.

14.2 Association Rights

The Association, as the exclusive representative of the teachers' bargaining unit, has the right to bargain with the District over the effects of any program reductions and/or layoffs which will impact members of the bargaining unit.

14.3 Unit Members With the Same First Day of Paid Service

In order to determine the relative seniority of unit members with the same first day of paid service in a probationary position, the following objective criteria and point allocation shall be applied at the time of date of hire:

- A. Credentials and experience to teach or serve in a particular program or provide a particular service of need by the District.
Rating: +1 per credential, +1 per year of experience.
- B. Credentials and experience to teach in a special categorical program (i.e., bilingual, special education).
Rating: +1 per credential, +1 per year of experience.

- C. Years of experience previous to current employment as a full-time, credentialed teacher in a probationary/permanent K-12 teaching situation in a public school.
Rating: +1 per year.
- D. Number of supplementary authorizations.
Rating +1 per supplementary authorization.
- E. Number of teaching and/or special service credentials
Rating: +1 per credential
- F. Earned degrees beyond the BA/BS level.
Rating: +1 per degree.
- G. Multiple language skills relevant to District need.
Rating: +1 for Spanish.
- H. Emergency v. Preliminary v. Clear/Life Credentials.
Rating: +1 per emergency; +2 per preliminary; +3 per clear/life credential.

In the event that teachers with the same first day of paid probationary service have equal qualifications based on application of the above criteria, the District will then break ties by utilizing a lottery.

ARTICLE 15 - SALARIES

- 15.1 Adjust the 2020-21 salary schedule by eliminating the first the column and moving the remaining three columns to the left, create a new column for Class IV AB+75 resulting in approximately 1.5-1.7% increase to salary schedule. Increase salary 5% for all columns to the 2021-2022 salary schedule.
- 15.2 The annual salaries set forth in this Agreement shall be paid in eleven (11) installments. In a year where teachers work 10 months they will receive 10 paychecks. Alternatively, teachers have the option of receiving deferred net pay.
- 15.3 For initial salary schedule placement the District shall grant up to a maximum of five (5) years prior experience (to step 6), of year-for-year experience credit for K-12 public school service or K-12 private school experience while the teacher possesses a valid teaching credential.
- 15.4 Initial salary schedule placement will be based on transcript and experience verification prior to employment.
- 15.5 Pre-approved upper division or graduate credit from an accredited institution, as well as other pre-approved course work relevant to the current or potential assignment, will be

accepted toward salary schedule advancement. Additionally, approved staff development training related to the needs of the school or program may be accepted toward salary schedule advancement, based on one (1) semester unit per each fifteen (15) hours of in service seat time. Verified units shall be on file no later than September 1 of the school year for which credit is requested.

- 15.6 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 15.7 The Teacher-In-Charge will receive a stipend of \$1,500 per year. The description for the position of Teacher In Charge can be found in the job description file in the office of the Superintendent/Principal. A stipend of \$100 per day will be paid for a substitute lead teacher when both the Superintendent/Principal and Teacher In Charge are both off campus on the same day.
- 15.8 The stipend for the Outdoor Education Director will be paid at the rate of \$250/day not to exceed \$1,250 for the entire week of outdoor education.
- 15.9 The District will provide \$1000 to any unit member who holds a Master's Degree which is in a field directly related to public education.
- 15.10 The Summer Session Coordinator will be paid \$400 on an annual basis.
- 15.11 Stipends will be paid monthly over the life of the service being performed.
- 15.12 If a member submits a request for payment (i.e. a timesheet) for earnings that are more than 45 days late, the penalties and interest will be deducted from the timesheet payment for each day past the 45 day deadline.
- 15.13 If IEP meetings for an individual student exceed 3 after school meetings, teachers will be compensated through the timesheet process.

ARTICLE 16 - FRINGE BENEFITS

- 16.1 The District shall provide for all unit members and their dependents a medical plan – SISC/Blue Shield or Kaiser, a Delta Dental Plan and a Vision Service Plan. Such coverage will be prorated for less than full-time members. Effective July 1, 2003 the District's contribution towards the cost of each unit member's medical plan coverage shall have a cap of \$9,200. The District will cover all costs for Delta Dental and Vision Service plans.
- 16.2 Unit members who terminate their employment at the end of a school year shall be provided coverage up to and including June 30. Unit members who are laid off shall be provided coverage up to and including September 30.

- 16.3 Unit members on a Board approved unpaid leave of absence shall have the option to continue to receive District insurance coverage for the period of the leave upon prepaying the monthly premium to the District.
- 16.4 In the event travel is required of the unit member, the employee shall be entitled to mileage pay at the prevailing Internal Revenue Service rate.
- 16.5 Subject to carrier provisions, unit members after completing fifteen (15) years with the District, and taking a service retirement with the State Teachers Retirement System (STRS), may continue on the health program of the District provided they prepay the premium cost on a monthly basis.
- 16.6 The District shall provide all unit members life up to \$50,000. Any insurance amount above \$50,000, the unit member shall make up the difference from out of pocket.
- 16.7 The District shall pay for disability insurance for each unit member.

ARTICLE 17 - MANAGEMENT RIGHTS

- 17.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to those duties and powers, are the rights to: Direct the work of its employees; determine the methods, means, and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classifications of positions; maintain the efficiency of the District operations, determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out of work. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency.
- 17.2 Nothing herein may be construed as limiting either the District's or the Association's right to pursue a legal remedy in a court of competent jurisdiction regarding the provisions of this Agreement or rights under the law.

ARTICLE 18 - CONCERTED ACTIVITIES

- 18.1 The District and the Association agree that there will be no strike, lock-out, work stoppage, slow-down, withholding of services in whole or in part, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement.

- 18.2 The Association and the District recognize the duty and obligation of their representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work-stoppage, slow-down, withholding of services in whole or in part, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees to advise and direct those employees to cease such actions.
- 18.3 In the event the parties reach an impasse in their negotiations over the term of this Agreement, Section 18.1 and 18.2 shall not apply until completion of the mandatory impasse procedures of the Educational Employment Relations Act.

ARTICLE 19 - REASSIGNMENT

- 19.1 The Superintendent, acting on behalf of the District, may assign and reassign unit members as permitted by law. Superintendent will meet and have discussions with unit members regarding reassignments.
- 19.2 For purposes of this article, a “reassignment” means assignment to a program, (regular education, special education, or other district program) that the unit member has not taught at Two Rock School in either of the immediately preceding two school years, and assignment to teach a grade level that the unit member has not taught at Two Rock School in either of the immediately preceding two school years. Assignment to teach a combination class that includes a grade level that the unit member taught in the preceding year is not a reassignment.
- 19.3 A voluntary reassignment is one initiated by the unit member. An involuntary reassignment is one initiated by the District.
- 19.4 Unit members shall be reassigned only to positions for which they hold a valid California credential and are qualified.
- 19.5 A unit member may indicate an interest in the same or a different assignment for the subsequent year on the annual Intent to Return form provided by the District. This form must be submitted to the District Office by the last working day in February. (See Attachment IV of the Contract)
- 19.6 In making assignments, the District will consider the interests of the educational program and the preferences stated on the Intent to Return form.
- 19.7 The District will make a good faith effort to inform unit members of their teaching assignment for the following school year by July 31. If unforeseen circumstances require a reassignment less than two weeks prior to the first day of school, the unit member shall

be allowed up to two paid (2) duty days to prepare for the reassignment. The District may reassign a unit member after the start of the school year if the Superintendent determines it is necessary due to a change in conditions including, but not limited to changes in enrollment, credentials issue, and facilities problems. If a unit member's reassignment is changed after the beginning of the work year, the unit member will be allowed up to three (3) paid duty days to prepare before moving into the new assignment.

- 19.8 The reassignment provisions of this article do not apply to unit members who were not employed by the District, in either probationary or permanent status, in the school year immediately preceding the reassignment.

ARTICLE 20 - SUPPORT OF AGREEMENT

- 20.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before the Board of Trustees to seek change or improvement in any term or condition of the Agreement except as provided in Article 3 and Article 20 of this Agreement or if the parties mutually agree to open an issue of interest to both sides.

ARTICLE 21 - TERM/COMPLETION OF AGREEMENT

- 21.1 The term of this agreement shall be effective upon ratification and continue through June 30, 2022. The agreement is closed through June 30, 2022. For the 2021-2022 school year the entire contract will be open for review and negotiations.

For District:

For Association:

Date

Date

Date

Date

Appendix I

Salary Schedule

Two Rock Union School District
 Certificated Salary Schedule
 2021-2022

	CLASS I AB/AB+30	CLASS II AB + 45	CLASS III AB + 60	CLASS IV AB + 75
1	\$ 50,986	\$ 52,122	\$ 53,607	\$ 55,092
2	\$ 52,122	\$ 53,607	\$ 55,092	\$ 56,577
3	\$ 53,607	\$ 55,092	\$ 56,577	\$ 58,061
4	\$ 55,092	\$ 56,577	\$ 58,061	\$ 59,547
5	\$ 56,577	\$ 58,061	\$ 59,547	\$ 61,030
6	\$ 58,061	\$ 59,547	\$ 61,030	\$ 62,515
7	\$ 59,547	\$ 61,030	\$ 62,515	\$ 64,000
8	\$ 61,030	\$ 62,515	\$ 64,000	\$ 65,485
9		\$ 64,000	\$ 65,485	\$ 66,969
10		\$ 65,485	\$ 66,969	\$ 68,454
11		\$ 66,969	\$ 68,454	\$ 69,939
12		\$ 68,454	\$ 69,939	\$ 71,423
13		\$ 69,939	\$ 71,423	\$ 72,908
14		\$ 71,423	\$ 72,908	\$ 74,393
15		\$ 72,908	\$ 74,393	\$ 75,878
16			\$ 75,878	\$ 77,362
17			\$ 77,362	\$ 78,847
18			\$ 78,847	\$ 80,332
19			\$ 80,332	\$ 81,817
20			\$ 81,817	\$ 83,302
23			\$ 83,302	\$ 84,787
25			\$ 84,787	\$ 86,272

Changes: Includes increase for 2021-22

Effective Date: 7/1/2021

Board Approved: 08/11/2021

Medical Insurance Premium CAP: \$9200/year; VSP & Delta Dental 100% covered by District

Work Days: 186 including 3 staff development days

Masters Stipend \$1,000

APPENDIX II

TWO ROCK UNION SCHOOL DISTRICT GRIEVANCE PROCEDURE

GRIEVANT: _____

MAILING ADDRESS: _____

ASSOCIATION REP: _____

Informal Level

A. DATE CAUSE OF GRIEVANCE OCCURRED: _____

B. DATE GRIEVANCE DISCUSSED WITH SUPERINTENDENT: _____

C. DECISION RENDERED AT INFORMAL CONFERENCE (to be given to grievant within two (2) working days of informal conference):

D. WAS GRIEVANCE SATISFACTORILY RESOLVED: YES _____ NO _____

Level 1 (Superintendent/Principal)

A. DATE WRITTEN GRIEVANCE FILED: _____

B. STATEMENT OF GRIEVANCE: _____

C. SECTION(S) OF CONTRACT VIOLATED: _____

D. REMEDY SOUGHT: _____

E. GRIEVANT'S SIGNATURE: _____ DATE: _____

F. RESPONSE OF SUP'T/PRINCIPAL: _____

G. SUP'T./PRINCIPAL'S SIGNATURE: _____ DATE: _____

Level II (Mediation)

A. REASON FOR APPEAL: _____

B. DATE OF APPEAL TO LEVEL II: _____

C. MEDIATION CONFERENCE DATE: _____

D. ASSOCIATION SPOKESPERSON: _____

ASSOCIATION REPRESENTATIVE: _____

E. DISTRICT SPOKESPERSON: _____

- DISTRICT REPRESENTATIVE: _____
- F. WAS GRIEVANCE SATISFACTORILY RESOLVED? YES _____ NO _____
- G. CERTIFICATION THAT RESOLUTION NOT POSSIBLE _____
- H. MEDIATOR'S SIGNATURE: _____ DATE: _____

Level III (Governing Board)

- A. DATE LEVEL I DECISION RECEIVED: _____
- B. DATE OF APPEAL TO LEVEL II: _____
- C. DATE OF MEDIATION: _____
- D. DATE OF APPEAL TO LEVEL III: _____
- E. DATE OF BOARD MEETING TO CONSIDER APPEAL: _____
- F. GOVERNING BOARD'S DECISION: _____
- _____
- _____
- _____
- G. DATE DECISION OF BOARD SENT TO PARTIES: _____

NOTE: DECISION OF GOVERNING BOARD IS FINAL AND
BINDING ON THE PARTIES.

Appendix III

Two Rock Framework for Teaching

Appendix IV

Two Rock Union School District

Notice of Intent to Return Form

Each certificated staff member needs to notify the District of his/her intent to return in 2020-2021. This is also an opportunity to request grade level assignment changes or work schedule changes, if any. Each classified staff member also needs to respond regarding intent to return in 2020-2021 and to request changes in job classification(s) or scheduled work hours, if any. While requests cannot always be honored, it is helpful to know what staff members request so that we may consider staff needs when making decisions in the future.

Please complete the form below and return to the District Secretary (Casey Pavao) by February 21, 2020.

_____ I plan to return in 2020-2021

_____ I do not plan to return in 2020-2021

_____ I request a change in assignment/classification for 2020-2021 as explained hereto:

Signature

Date

Print Name

Date Received (office only)