

**AGREEMENT BETWEEN**

**HERMOSA BEACH CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**HERMOSA BEACH EDUCATORS ASSOCIATION  
(CERTIFICATED UNIT)**

**EFFECTIVE JULY 1, 2004 – JUNE 30, 2008**

## Table of Contents

PREAMBLE.....	1
ARTICLE 1: RECOGNITION.....	2
ARTICLE 2: DISTRICT RIGHTS.....	3
ARTICLE 3: ASSOCIATION RIGHTS.....	4
ARTICLE 4: UNIT MEMBER RIGHTS.....	5
ARTICLE 5: COMPLAINT PROCEDURES.....	6
ARTICLE 6: GRIEVANCES.....	7
ARTICLE 7: PAYROLL DEDUCTION.....	11
ARTICLE 8: COMPENSATION AND BENEFITS.....	13
ARTICLE 9: WORKDAYS AND HOURS OF EMPLOYMENT.....	15
ARTICLE 10 CLASS SIZE.....	17
ARTICLE 11: REASSIGNMENT/RELOCATION.....	18
ARTICLE 12: EVALUATION.....	20
ARTICLE 13: CONSULTATION.....	23
ARTICLE 14: LEAVE PROVISIONS.....	24
ARTICLE 15: SAFETY.....	31
ARTICLE 16: MAINTENANCE/APPLICATION OF AGREEMENT.....	32
ARTICLE 17: SUPPORT OF AGREEMENT.....	33
ARTICLE 18: NEGOTIATIONS PROCEDURES.....	34
ARTICLE 19: TERM OF AGREEMENT AND REOPENER.....	35
ARTICLE 20: CONCERTED ACTIVITY.....	36
ARTICLE 21: PRE-RETIREMENT EMPLOYMENT PLAN (WITH FULL RETIREMENT CREDIT).....	37
ARTICLE 22: RETIREMENT CONSULTANCY PLAN.....	38
ARTICLE 23: RETIREMENT INCENTIVE PLAN.....	39
ARTICLE 24: SHARED STAFFING.....	40
ARTICLE 25: PEER ASSISTANCE AND PEER REVIEW (PAR).....	42

## **Appendix**

APPENDIX A:	GRIEVANCE FORMS
APPENDIX B:	HERMOSA BEACH CITY SCHOOL DISTRICT CERTIFICATED TEACHERS' SALARY SCHEDULE
APPENDIX C:	CERTIFICATED HEALTH AND WELFARE BENEFITS
APPENDIX D:	CALENDAR
APPENDIX E:	PERFORMANCE EVALUATION
APPENDIX F:	PERSONNEL ACTION REQUEST FORMS
APPENDIX G:	CLASS SIZE MEMORANDUM OF UNDERSTANDING
APPENDIX H:	TEACHING STANDARDS
APPENDIX I:	INTERDISTRICT PERMIT MEMORANDUM OF UNDERSTANDING

**PREAMBLE**

This Agreement is between the Hermosa Beach City School District (hereafter referred to as “District”) and the Hermosa Beach Educators Association (hereafter referred to as “Association”).

**ARTICLE 1: RECOGNITION**

The District recognizes the Association as the exclusive representative for the employees (hereafter referred to as “unit members”) in the unit comprised of the following positions: Regular classroom teachers, learning center teacher, librarian(s), resource specialist, music teacher(s), reading specialist(s), technology teacher, temporary teacher(s), and teacher(s) on special assignment, and excluding all other positions not designated, including but not limited to, Superintendent, Principal, Assistant Principal, Director of Technology and day-to-day substitute teachers. The Hermosa Beach Educators Association/California Teachers Association/National Education Association agrees that the unit is appropriate.

## **ARTICLE 2: DISTRICT RIGHTS**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of law. Included in, but not limited to, those duties and powers are the right to:

- determine its organization, direct the work of its employees;
- 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;
- determine the number and kinds of personnel required;
- 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;
- the District may continue to contract for work of the type which it has traditionally contracted or for which it is currently contracting; before contracting our additional types of bargaining unit work, the District shall first notify the Association and provide it with an opportunity to request meeting and negotiating;
- take action on any matter in the event of a major emergency of the nature of a disaster.

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

### **ARTICLE 3: ASSOCIATION RIGHTS**

- 3.1 Authorized representatives of the Association shall have the right to make use of school buildings and facilities during hours when they are not otherwise in use, provided an authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
- 3.2 Authorized representatives of the Association shall have the right to make use of school equipment during hours when they are not otherwise in use.
- 3.3 The president of Association, the bargaining team chairperson of the Association, the grievance chairperson or their respective designee may use the school telephones on non-instructional time for local calls on Association business matters.
- 3.4 Authorized representatives of the Association shall have the right to post notices of activities and matters of Association concern on a portion of the faculty-room bulletin board. The Association may also use the District mail service within the District and mailboxes for communication to teachers. In case of postings and distributions, all items shall contain the date, identification of the organization, and the signature of the Association president or designee.
- 3.5 The Association shall have the right to have items of concern, not covered by this Agreement, submitted for placement on the school Board agenda provided the Superintendent is given at least one week's notice. Unit members have the right to have items of concern, not covered by this Agreement, placed on the faculty meeting agendas. Such concerns must relate to matters outside the scope of representation.
- 3.6 The Association may have up to two hours of time for contract orientation. This orientation shall take place during duty hours on one of the annual pre-service training days or on a day and time mutually agreed upon by the Superintendent and the Association President.
- 3.7 The Association shall select unit member representatives to school site councils, committees to develop standards of proficiency, any committee planning staff development program, or any school based program coordination committee pursuant to Education Code sections 52800, 52820, 52850, and 52870.

**ARTICLE 4:           UNIT MEMBER RIGHTS**

- 4.1     The appropriate procedure for unit members who have concerns regarding another unit member is to contact that unit member and discuss these concerns with that unit member. If the concerned unit member(s) are not satisfied with the results of that discussion, the next step is to contact the Association President.
  
- 4.2     A unit member in performing teaching functions, shall make presentations that are fair, accurate, objective, and appropriate to the age and maturity of the student(s). A unit member shall not utilize his/her position to indoctrinate students with his/her own personal, political and/or religious views.

**ARTICLE 5: COMPLAINT PROCEDURES**

5.2 When a complaint is made to the Principal, Assistant Principal, Superintendent or the Governing Board first, it shall be immediately referred to the unit member involved.

5.2.1 The unit member has the right to discuss the concerns with the complainant, therefore the Superintendent or Principal or designee shall establish a meeting at which the unit member and the complainant can informally discuss the issues involved.

5.2.2 Should no resolution occur, then another meeting shall be established by the Superintendent or designee at which the two parties, the Superintendent or designee, and (upon request) an Association representative shall again discuss the issues in a further attempt to resolve them.

5.2.3 If a complaint results in a disciplinary action by the administration or is reflected in the unit member's evaluation or is placed in the unit member's personnel file, the unit member shall be entitled:

5.2.3.1 To file a grievance;

5.2.3.2 To have a conference with the Superintendent;

5.2.3.3 To have a hearing with the Board of Education.

## **ARTICLE 6: GRIEVANCES**

### **6.1 Definitions**

- 6.1.1 A “grievance” is a claim by one or more unit members and/or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 6.1.2 The “aggrieved party” is the person or persons who have been adversely affected by violation, misinterpretation or misapplication of a provision of this Agreement.
- 6.1.3 A “party of 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 a unit member is required to render service to the District.

### **6.2 Purpose**

The purpose of this procedure is to secure equitable solutions to problems which may affect the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept confidential.

### **6.3 Procedure**

#### **6.3.1 Level 1 – Informal**

In an attempt to resolve issues of concern in the shortest time possible, the grievant shall meet with the Principal. The meeting shall be preceded by the statement: “This may be the informal procedure of the grievance process.” The meeting shall occur within twenty (20) days following the occurrence giving rise to the alleged grievance.

- 6.3.1.1 A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to the arbitration and such adjustment is not inconsistent with terms of this Agreement.

If a unit member presents a grievance on his/her own behalf, the Association shall have the right to be present upon mutual agreement of the grievant and the Association.

- 6.3.1.2 The Association, either on its own behalf or on the behalf of the affected teachers, may initiate a grievance.

- 6.3.1.3 Either party to the grievance shall have the right to request an additional conference at any step of the procedure.

- 6.3.1.4 The grievance forms required at all levels of the grievance procedure are set forth in Appendix A, attached.

### 6.3.2 Level 2 – Formal with Principal

6.3.2.1 If the aggrieved party is not satisfied with the disposition of the grievance at the Informal Level, the grievant and/or the Association shall, within ten (10) days from the meeting (between the grievant and Principal) submit a written grievance (Grievance Form – Level 2; Appendix A, Sheet 2) to the Principal who shall meet with the aggrieved party and/or designated Association representative.

After said meeting the Principal shall communicate a written decision to the grievant and all parties in interest. This shall be done within ten (10) days after receipt of the written grievance.

### 6.3.3 Level 3 – Formal with Superintendent

6.3.3.1 If the aggrieved party is not satisfied with the disposition of the grievance at Level 2, the grievant and/or the Association shall, within ten (10) days from the meeting (between the grievant and Principal) submit a written grievance (Grievance Form – Level 3); Appendix A, Sheet 3) to the Superintendent who shall meet with aggrieved party and/or designated Association representative.

After said meeting the Superintendent shall communicate a written decision to the grievant and all parties in interest. This shall be done within ten (10) days after receipt of the written grievance.

6.3.3.2 If the aggrieved party and/or the Association is not satisfied with the disposition of the grievance at Formal Level 3, the Association may within ten (10) days submit the grievance to arbitration. Moreover, if the Superintendent or designee does not respond in writing within the ten (10) day time limit, the Association may submit the grievance to arbitration.

6.3.3.3 Upon mutual agreement the parties may arrange for an expedited arbitration utilizing the principles enunciated in the AAA rules for expedited arbitration; such rules shall provide guidelines but shall not be binding upon the parties.

### 6.3.4 Level 4 – Arbitration

6.3.4.1 If the Association proceeds to arbitration, it shall notify the District in writing (Grievance Form – Level 4). Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the parties shall request a panel of arbitrators from the California State Mediation and Conciliation Service. The parties shall alternately strike names from the list until there is one remaining who shall serve as arbitrator.

6.3.4.2 If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator before proceeding to hear the merits of the grievance.

6.3.4.3 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and the conclusions for the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

6.3.4.4 However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies he/she judges to be proper. The decision of the arbitrator will be submitted to the Association President and the Superintendent. Such decisions shall be final and binding upon the parties.

6.3.4.5 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, the cost of any hearing room, and release time for the grievant, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

#### 6.4 Time Limits

6.4.1 Time limits provided for at each level 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 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 an inconvenience to the aggrieved person, the time limits set forth herein shall be reduced at the option of either party, so that the procedure shall be exhausted prior to the end of the school year or as soon after as is practicable.

#### 6.5 Rights of Representation

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

6.5.2 When it is necessary for a representative designated by the Association to interview a grievant or attend a grievance meeting or hearing during the day, he/she shall, upon notice to the Superintendent by the President of the Association, be released without loss of pay in order to participate in the foregoing activities. Any unit member who is requested to appear in such meetings or hearing as a witness shall be accorded the same right. The cost of substitute teachers employed to release unit members shall be shared by the Association and the District.

6.5.3 All records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

## 6.6 No Reprisals

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

## **ARTICLE 7: PAYROLL DEDUCTION**

- 7.1 Any unit member who is a member of the Hermosa Beach Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of the unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 7.2 Any unit member who is not a member of the Hermosa Beach Teachers Association, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 7.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 7.1 of this Article.
- 7.3 Any unit member who objects to joining or financially supporting employee organizations shall not be required to join or financially support the Hermosa Beach Teachers Association, CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501 (c)(3) of Title 26 of the Internal Revenue Code:
- 7.3.1 Foundation to Assist California Teachers
  - 7.3.2 Martin Luther King Scholarship
  - 7.3.3 American Cancer Society
- 7.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to section 7.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 7.2 and 7.3 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.
- 7.5 Any unit member making payments as set forth in sections 7.3 and 7.4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using and said grievance or arbitration procedures.

- 7.6 With respect to all sums deducted by the District pursuant to sections 7.1 and 7.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by the alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 7.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of section 7.3 of this Article.
- 7.8 Hermosa Beach Educators Association/CTA agrees to pay 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 the agency fee provisions of this agreement or their implementation.
- 7.9 Hermosa Beach Educators Association/CTA shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to in the above paragraph shall or shall be compromised, resisted, tried or appealed.

## ARTICLE 8: COMPENSATION AND BENEFITS

### 8.1 Salaries

For 2006-2007: 4% salary increase to all certificated salary schedules retroactive to July 1, 2006.

For 2007-2008: 3% salary increase to all certificated salary schedules retroactive to July 1, 2007.

8.1.1 Increase to the District maximum annual health benefit contribution by \$500 effective October 1, 2007.

8.2 Effective September 1, 2001, step and column movement shall be implemented.

8.3 1998/99 step and column movement, if any, shall be subject to meeting and negotiating before such movement.

8.4 The salary schedules and salary classification requirements of all unit members are set forth in Appendix B, attached.

8.4.1 There shall be increment steps of \$700 awarded at years 13, 15 and 17.

8.4.2 There shall be an annual bonus of \$750 awarded to unit members who hold a Master's Degree.

8.5 Each unit member's position on the salary schedule shall be advanced one (1) vertical step for each year of service except those whose placement is at the maximum step for the class (group).

8.5.1 A unit member who serves less than the required seventy-five percent (75%) of the number of work days set forth in this Agreement shall not advance to the next step on the salary schedule. When part-time employees have served seventy-five percent (75%) of two (2) consecutive semesters, they shall advance to the next increment step.

8.6 All courses for column advancement must be approved in advance by the Superintendent and must meet at least one of the following criteria:

8.6.1 Courses taken to specifically meet the requirements of an appropriate advanced degree or credential.

8.6.2 Courses selected to specifically improve performance of the unit member.

8.6.3 Courses that will prepare the unit member to specifically achieve a District instructional goal or objective.

8.6.4 Courses recommended by the administration as part of an inservice training design.

- 8.7 Except for unit members on an approved leave of absence for six (6) months or longer or unit members employed fifty percent (50%) or less, a maximum of fifteen (15) semester units shall be applied in any one school year for purposes of column advancement. Verification of work affecting salary status must be received by the District by August 31 with official transcripts on file by October 9. To be eligible for column advancement under this section, unit members must notify the District in writing, if possible, by March 1, but no event later than April 15, of their intent to advance on the salary schedule in the succeeding school year.
- 8.8 All unit members who serve on a regular basis less than the required number of work days for their job classification shall receive a salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required by this Agreement.
- 8.9 Notwithstanding paragraph 8 above, unit members who serve for one full school semester, shall receive not less than one-half the annual salary for their position.
- 8.10 The payroll period shall be defined as monthly, beginning September 1. Salary payment shall be made in ten (10) equal installments no later than the first workday of the subsequent calendar month insofar as this is within the control of the District.
- 8.10.1 Mandatory deductions from gross earnings shall be those required by law and those specified in this agreement.
- 8.10.2 Optional deductions will be those the unit member elects to have taken from his/her gross earnings. This must be initiated in writing by the unit member and shall remain in effect until the District receives a written notice withdrawing the authorization for particular deduction.
- 8.11 Health and Welfare Benefits
- 8.11.1 Effective with October 1, 2007, the District shall contribute up to \$5,500.00 (to be applied monthly or tenthly as carriers require) toward the payment of premiums for eligible unit members and dependents for group health, dental, and vision insurance.
- Unit members whose spouses' employers provide family coverage may enroll only in the employee-only plan.
- 8.11.2 Any difference between the cost of the unit member's plan or plans and \$5,500.00 shall be deducted from the unit member's salary warrant regardless of whether the difference currently exists or results from a future increase unless and until otherwise negotiated.
- 8.11.3 The 2002-03 benefits shall be determined pursuant to reopener for health and welfare benefits.

## **ARTICLE 9: WORKDAYS AND HOURS OF EMPLOYMENT**

9.1 Effective the 1997-98 school year unit members shall work one hundred eighty-two (182) days; the District will schedule one hundred eighty (180) student instructional days. New hires will attend an additional one-half day of orientation. No extra compensation will be provided for such day.

9.1.1 A committee of four members, two representing the Association and two representing the District shall propose the yearly calendar of workdays and non-workdays for Board adoption.

9.1.2 The school year calendar listing all instructional days, non-instructional days, vacations and holidays included as Appendix D.

9.1.3 Modified days will be scheduled for parent orientation night, open house, the day before winter vacation and the last day of school; five (5) modified days shall be scheduled for parent conferences.

The District reserves the right to schedule up to eight (8) staff development days provided such days do not reduce the District's instructional minutes below the SB 813 minimums for apportionment purposes.

9.2 Unit members are required to be on duty and render school site services commencing at 8:00 a.m. PM Kindergarten teachers will be on site by 8:15 a.m. Unit members shall remain until the end of the last District class other than PM Kindergarten and the completion of their other assigned duties. They shall perform such responsibilities as set forth in this Agreement and as required by law or by existing District policies and procedures. As a professional courtesy, unit members shall notify their principal or designee prior to leaving the school site if leaving prior to 3:25 p.m.

9.2.1 Unit members' responsibilities shall include: preparation, lesson planning, student and instructional aide supervision, grade level and staff meetings, Open House, Back-To-School Night, staff development days, record keeping, parent conferencing and communication, and student academic counseling.

9.2.1.1 Unit members who volunteer for School Site Council, site committees and PTO shall be responsible for attending those meetings. If there are insufficient volunteers, the District may assign such responsibilities on an equitable basis.

9.2.2 The Professional Day clause will be periodically reviewed throughout the year and will be reopened for negotiations for 1998-99.

9.3 The District reserves the right to add up to twenty (20) instructional minutes at grades 6, 7 and 8 provided that it does not extend the on-site duty day.

9.4 Each sixth, seventh and eighth grade teacher shall have a daily preparation period within the instructional day of no less than forty-four (44) minutes. Teachers of kindergarten through fifth grade shall have the remainder of the workday after dismissal of their pupils at their grade level for preparation and planning (normally at least forty-four (44)

minutes), except that kindergarten teachers shall provide assistance sixty (60) minutes each day or three hundred (300) minutes each week after their regular class assignment for individual and small group instruction with their kindergarten partner teacher. If there is no kindergarten partner teacher, the kindergarten teacher shall assist a first or second grade teacher(s) who requests assistance for his/her students. The preparation period is a period of time set aside for planning, preparing, conferencing and student assistance.

- 9.4.1 The superintendent/principal is to respect the preparation time and not require extra duties unless agreed upon by the unit member.
- 9.4.2 Regular classroom teachers who agree to supervise additional students when a substitute teacher is not available shall be compensated as follows: (a) for self contained classes (K-5) \$150 per day or portion thereof to be divided evenly by the number of teachers and/or periods involved; (b) \$30 per period for departmentalized grade levels (6-8).
- 9.4.3 District and HBEA will explore methods of providing fourth and fifth grade teachers with additional preparation time at no additional cost to the District.
- 9.5 Other duties of an annual nature are:
  - 9.5.1 Parent Orientation Night – (Group Conference);
  - 9.5.2 Evening parent conferences (if needed);
  - 9.5.3 Eighth Grade Graduation
- 9.6 For all other duties not enumerated herein, the unit member affected shall be awarded compensatory time of equal value.
- 9.7 Unit members shall not be required to remain at school later than 9:00 p.m. for non-paid evening events and shall not be required to work on weekends without compensation.
- 9.8 The district may assign unit members to roving positions where permanent classroom space is unavailable. The District shall first attempt to seek volunteers. Kindergarten and combination class unit members shall not serve as rovers.
  - 9.8.1 Roving teachers shall be provided reasonable locked storage for teaching materials in an identified location for planning and communications with parents.
  - 9.8.2 The district shall take roving teacher status into consideration when assigning daily supervision duties.

**ARTICLE 10:**

**CLASS SIZE**

10.1 During the term of this Agreement, the District shall maintain average class sizes at the following levels:

Grades K, 1, 2, 3	=	20
Grades 4 – 8	=	30 (maximum average)

If the Class Size Reduction (CSR) program is substantially reduced or eliminated, class size shall revert back to the existing class size average of K-8 = 30.

Class average shall not apply to HOP, RSP, Chapter 1, LEP and all other situations that are not regular classroom assignments.

These figures are not intended to be applied to such traditional large group classes as physical education and drama.

The computation factor to be utilized is to divide the total number of students by the total number of regular classroom teachers.

10.1.1 In classes where enrollment exceeds thirty (30) for three consecutive weeks those unit members affected shall be assigned instructional assistant time as determined by the District in those periods that exceed thirty (30) students. In large group classes (such as PE and Drama) where enrollment exceeds thirty-three (33) for three consecutive weeks those unit members affected shall be assigned instructional assistant time as determined by the District in those periods that exceed thirty-three (33) students. Instructional assistant time may be waived by the unit member.

10.2 A teacher shall be given one complete school day before receiving a new student. With the permission of the teacher, the student may be placed earlier.

## ARTICLE 11:

## REASSIGNMENT/RELOCATION

11.1 A reassignment is the movement of a unit member from one subject area to another subject area or one grade level to another grade level. A relocation is the movement of a unit member from one classroom to another classroom, which may include movement from one site to another. Often the reassignment will also involve a relocation for the same unit member. Unit members shall be informed of known reassignments/relocations prior to the end of the school year; this does not preclude subsequent reassignments/relocation.

11.1.1 Reassignments and relocations are two types: 1) voluntary and 2) involuntary.

11.1.1.1 A unit member may submit a request for reassignment and/or relocation to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for reassignment and/or relocation subsequent to the posting of a vacancy notice pursuant to the notification procedure of this Article. A unit member seeking reassignment and/or relocation shall submit a written request any time during the school year, which shall remain effective until the following March 1<sup>st</sup>.

11.1.1.2 If the District is not satisfied with the applicable qualifications of internal applicants it may recruit from outside the District. When only internal applicants are considered and the District determines in its sole judgment and discretion that two or more internal applicants are equally qualified, the more senior teacher shall receive the assignment.

11.1.1.3 If a unit member's request for reassignment and/or relocation to a posted vacancy is denied, the unit member shall be granted, upon request, a meeting with the Superintendent to discuss the reasons for denial. The unit member may request and shall receive written reasons for denial following said meeting.

11.1.1.4 Unit members returning from leave shall be afforded all rights provided under this Article.

11.1.2 The District shall notify unit members in writing of any anticipated openings that are to occur during the school year and shall post letters to all unit members during the summer (July and August) informing them of any new openings that become known during that time.

11.1.2.1 The District shall make involuntary reassignments or involuntary relocations for reasons that are legitimate and educationally sound, i.e.,:

- 1) increase or decreases in the number of students which pursuant to Article 10, Class Size, necessitates reassignment(s) and/or relocation(s);
- 2) addition or elimination of program(s).

11.1.2.2 The District may seek volunteers prior to making any involuntary reassignment or involuntary relocation.

### 11.1.3 Vacancies

The District shall notify unit members of any vacancies that occur. The notices shall be made via paper postings at the sites as well as electronic postings on the district web site. In July and August notices shall be made via USPS. The vacancy shall include necessary credentials and qualifications to meet the requirements of the position. If there is a vacancy in the District, the vacancy shall be posted internally for five (5) working days before it is posted externally. If an existing unit member is interested in that vacancy and has the correct credential to teach that position, the vacancy may be given to that unit member without an interview.

11.1.4 Unit members on probationary status are encouraged to remain at the same grade level and/or continue teaching the same subject(s) for two years.

11.1.5 When a reassignment is made during the month of September or during the school year the unit member shall be allowed up to three (3) days of release time preparation prior to the effective date of the reassignment. When an involuntary relocation is made during September or at another time during the school year, the unit member shall be allowed up to the two (2) days of release time and custodial or District maintenance assistance in moving the unit member's materials. This clause shall not apply to initial assignments/reassignments about which employees have been informed as of the date of this agreement.

## ARTICLE 12:

## EVALUATION

- 12.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the District Office.
  - 12.1.1 Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member. The unit member may obtain a copy of said materials. Upon written authorization of 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, except materials excluded under Education Code section 44031.
  - 12.1.2 Information of a derogatory nature, except materials excluded from inspection under Education Code section 44031, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Unit members shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review shall take place during the normal business hours, and the unit member shall be released from duty during the first half hour of the work day for this purpose without salary reduction.
  - 12.1.3 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the materials to be prepared.
  - 12.1.4 The contents of all personnel files shall be kept in strict confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or their authorized Association representative.
- 12.2 Parent or citizen complaints shall be processed in accordance with Article 5 of this Agreement.
- 12.3 No classroom aide shall participate in the evaluation of a unit member.
  - 12.3.1 Unit members shall have the right to interview prospective classroom aides prior to assignment. The District shall assign and evaluate classroom aides; no classroom aide who has been involuntarily reassigned twice in the preceding two years shall be assigned to a unit member without his/her consent.
  - 12.3.2 The work of classroom aides shall be under the control of the unit member.
  - 12.3.3 The unit member shall periodically discuss with the Superintendent or designee the performance of the classroom aide(s). When an unsatisfactory working relationship can be demonstrated to exist between the unit member and the aide, the unit member shall initiate a request to the Superintendent that the aide be evaluated.
- 12.4 Evaluation Procedure – A Joint Committee consisting of administration representation and unit members shall convene to review and revise the evaluation forms.

- 12.4.1 Probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members shall be evaluated at least every other school year. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place before the leave of absence commences if practicable or in the year of his/her return to service in the District
- 12.4.1.1 The two year evaluation cycle set forth in 12.4.1 above may be extended by three (3) additional years for permanent unit members who have been employed by the District at least ten (10) years, are Highly Qualified as defined in 20 U.S.C. Section 7801 and whose previous evaluation meets or exceeds standards, if the unit member and the evaluator consent to this schedule. The unit member or evaluator may withdraw consent for this evaluation cycle at any time. The determination to extend or withdraw consent by the District shall be at the sole discretion of the evaluator.
- 12.4.2 Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15 of the year in which the evaluation is to take place.
- 12.4.3 The unit member being evaluated and the evaluator shall meet no later than November 15 to discuss:
- 12.4.3.1 Goals and objectives to be achieved during the evaluation period.
- 12.4.3.2 A schedule of observations, conferences and final evaluation date. In the event of a disagreement over the goals and objectives, and/or evaluation schedule, the unit member and the evaluator shall make a good faith effort to resolve their differences. The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the goals and objectives established and recommend alternatives to the evaluator.
- 12.4.4 During the course of the evaluation period, circumstances may change which require modification of the original goals and objectives. The unit member and/or the evaluator may initiate a change in these goals and objectives at a joint conference prescribed in section 12.4.3 above.
- 12.4.5 The evaluation process shall include the following activities:
- 12.4.5.1 Classroom observations shall last at least thirty (30) minutes and shall be followed by an evaluation conference within five (5) work days of the observation. A unit member who receives a negative evaluation shall, upon written request, be entitled to additional classroom observations, evaluation conferences and written evaluations. Such entitlement includes a pre-observation conference.
- 12.4.5.2 In the case of a summary evaluation that “does not meet expectations,” the unit member shall be referred for mandatory participation in Peer

Assistance and Review (PAR). The evaluator's role to assist the unit member shall include, but not be limited to the following:

12.4.5.2.1 Specific recommendations for improvement.

12.4.5.2.2 Direct assistance to implement such recommendations.

12.4.5.2.3 Suggestions of additional resources to be utilized to assist with improvement.

12.4.5.2.4 Suggested professional growth opportunities.

12.4.5.3 In preparing the final evaluation form (Appendix E) for placement in the unit member's personnel file, the evaluator shall rely upon, but shall not be limited to, data collected through classroom observations and evaluation conferences. Any deficiencies which may have been brought to the attention of the unit member, and subsequently corrected, shall be included in the final evaluation and be listed as corrected.

12.4.6 A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the last instructional day of the school year to discuss the content of the final evaluation.

**ARTICLE 13:****CONSULTATION**

- 13.1 The Association has the right, upon request, to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the District's discretion.
  - 13.1.1 The District shall give written notice (board agenda) to the Association that action on any matter of consultation, as defined herein, is being considered.
  - 13.1.2 The Association may exercise its right to consult, by meeting to exchange information, options, and recommendations within a reasonable period of time.
  - 13.1.3 The District shall consider any presentations made by the Association which are submitted prior to the time scheduled for arriving at a decision.
  - 13.1.4 The application and interpretation of this Article is specifically excluded from the Grievance/Arbitration provisions of this agreement.

## ARTICLE 14:

## LEAVE PROVISIONS

### 14.1 Personal Illness and Injury Leave

14.1.1 Full time unit members shall be entitled to ten (10) days leave with full pay each school year for purposes of personal illness or injury. Effective January 1, 2000, full time unit members shall be entitled to use seven (7) days leave (sick leave and/or personal necessity leave) to attend to the illness of a child, parent or spouse. Unit members who work less than full time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours per week for a full time unit member.

14.1.2 If a unit member does not utilize the full amount of leave authorized in 14.1.1 above in any school year, the amount not utilized shall be accumulated from year to year including those days accumulated in a previous California school district and which have been transferred to the Hermosa Beach City School District as required by law.

14.1.3 After all earned leave as set forth in 14.1.1 and 14.1.2 above are exhausted, additional non-accumulated leave (differential pay) shall be available for a period, not to exceed one hundred (100) days. The amount deducted for such leave purposes from the unit member's salary shall be in the amount actually paid a substitute teacher employed to fill the position of the unit member on leave, or when no substitute is employed, the amount that would have been paid to a substitute.

14.1.4 Any request for payment of sick leave must be accompanied by report #247, Personal Action Request Form (Appendix F) signed by the teacher. The District reserves the right to require a doctor's affidavit verifying the extent of the disability.

14.1.5 In cases of absence, a day on which a substitute is required, a unit member shall notify the Superintendent or designee as soon as possible, preferable not later than 6:30 a.m. Prior to his/her return to work, the unit member shall notify the Superintendent or designee not later than thirty (30) minutes before the end of the longest student day on the day preceding the anticipated return. If a unit member fails to give the prescribed notice of intention to return to work after an illness or injury absence and the substitute appears for the day's work as a result of this failure to give notice, the unit member's salary shall have the amount paid the substitute deducted therefrom, and the unit member shall be sent home.

14.1.5.1 In cases of absence other than illness or injury, the above reporting procedure shall also apply.

### 14.2 Personal Necessity Leave

14.2.1 Certificated employees may elect to use accumulated sick leave for personal necessity provided that use of personal necessity leave does not exceed seven (7) days in any one school year.

14.2.2 Under no circumstances shall personal necessity leave be available for extending a vacation, holiday, for recreational purposes, not for purely personal convenience, or for the withholding of services.

14.2.3 Personal necessity leave may be granted to each member provided that he/she makes application to the Superintendent or other immediate supervisor sufficiently in advance so that adequate substitute service, if necessary, may be provided. No advance permission shall be required for leave taken for any of the following reasons:

- (a) Death or serious illness of a member of his or her immediate family; and
- (b) Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

### 14.3 Personal Leave

14.3.1 Two (2) days of personal leave may be utilized by the unit member at his/her own discretion upon the following conditions:

- (a) The unit member shall not be required to give reasons for the use for such days;
- (b) Three (3) days notice shall be required unless extenuating circumstances occur which prevent such notice; in that event, the unit member shall make every reasonable effort to give advance notice;
- (c) Such days shall be charged against accumulated sick leave; there is not accumulation of such days from year to year;
- (d) Such days may not be utilized on the first and last teaching and/or work days, not upon staff development days;
- (e) Administration retains the right to refuse the unit member's request on a certain day if, in the opinion of the administrator, too many unit members have requested the same day;
- (f) Such leave shall not be used to withhold services from the District.

### 14.4 Bereavement Leave

14.4.1 A unit member shall be entitled to a maximum of five (5) days leave of absence for bereavement without loss of salary.

### 14.5 Leave for Pregnancy Disability

14.5.1 Unit members are entitled to use sick leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child-caring, or child-rearing, but shall be limited to such disabilities as are set forth above. The length of such disability

leave, including the date on which the leave shall commence and the date on which the unit member's duties are to be resumed, shall be determined by the unit member and the unit member's physician. The District reserves the right to require a doctor's affidavit verifying the extent of the disability.

14.5.2 Unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave plus differential has been exhausted. The date on which the unit member shall resume her duties shall be determined by the unit member and the unit member's physician. The District reserves the right to require a doctor's affidavit verifying the extent of the disability.

14.5.3 The unit member on leave for Pregnancy Disability shall be entitled to return to a comparable position held at the time the leave commenced.

#### 14.6 Leave Without Pay for Childbearing Preparation and Child Rearing

14.6.1 Leave without pay may be granted to a unit member for child rearing.

14.6.2 The unit member shall request non-paid leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

14.6.3 The duration of a child rearing leave shall be at the discretion of the District and shall be for no more than that period of time remaining in the school year in which such leave is granted. An extension of the leave shall be granted upon request for no more than one (1) additional year, except upon Board approval.

14.6.4 The unit member is not entitled to use accrued sick leave or other paid leave for child rearing.

14.6.5 There shall not be a diminution of employment status for child rearing except that no person shall be entitled to compensation and increment advancement for child rearing nor shall the time taken on parental leave by probationary teachers count toward credit for earning permanent status.

14.6.6 A unit member who is on leave for childbearing or child rearing and suffers miscarriage or death of the child may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

14.6.7 Unit members on child rearing leave shall be permitted to participate in the District insurance programs by making the monthly premium payments directly to the District.

#### 14.7 Industrial Accident and Illness Leave

14.7.1 Unit members will be entitled to industrial accident and illness leave according to the provisions of Education code section 44984. Such leave is for job related

personal injury and illness which qualifies for workers' compensation under the provisions of the State Compensation Insurance Fund.

14.7.2 Such leave is limited to sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him for the same illness injury. In cases of industrial accident or illness, the unit member shall give the District written notice that the examinations shall be conducted by his/her personal physician.

14.7.3 The District has the right to have the unit member examined by a physician approved by the Workers' Compensation Board to assist in determining the length of time during which the teacher will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the illness or injury involved.

14.7.4 For any days of absence from duty as a result of the same industrial accident or illness, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance fund. The District, in turn, shall issue the unit member the appropriate salary warrants for payment of the unit members' salary and shall make normal deductions. If the unit member fails to endorse to the District any wage loss, disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

#### 14.8 Sabbatical Leave

14.8.1 Unit members who have had seven years of consecutive service with the Hermosa Beach City School District may be granted to a leave for the purpose of travel or study which, in the opinion of the Governing board, will benefit the schools and instructional program of the District.

14.8.2 Normally, sabbatical leave will be granted for one year; however, requests for leaves for one semester may be approved depending upon the circumstances under which the request is made.

14.8.3 Unit members granted sabbatical leave for one year shall receive one-half salary during such leave; unit members granted leave for one semester shall receive one-half salary during such leave, or in exceptional circumstances, full salary during such leave.

14.8.4 The unit member shall furnish a suitable bond indemnifying the District against loss in the event the unit member fails to render at least two years of service in the employee of the District following the return of the unit member from the leave of absence.

14.8.5 A unit member granted sabbatical leave shall serve at least two years upon returning from said leave.

- 14.8.6 The leave will not jeopardize the unit member's job status in any way as to position, salary, retirement, sick leave, or any of the rights and privileges accorded to certificated personnel.
- 14.8.7 No more than two unit members shall be approved for sabbatical leave in any one year.
- 14.8.8 Criteria for approval of a unit member's request for sabbatical leave shall be the benefit to be derived by the pupils of the District as reflected in the stated purpose of leave. Some conditions may be the following:
- a. Improvement of the instructional program at the classroom level.
  - b. Curricular improvement to be derived by the District through workshops, curricular meetings, and classroom demonstrations.
  - c. The provisions of curriculum materials such as artifacts, photographs, slides, maps, written materials, etc., for use in the District by other teachers.
- 14.8.9 Unit members who sabbatical leave applications are denied shall upon request, be furnished the reasons for such denial, in writing.
- 14.8.10 Procedures for carrying out this policy shall be developed by the Superintendent and made a part of approved administrative regulations.

#### 14.9 Judicial Leave

- 14.9.1 Unit members shall be provided leave of up to ten (10) days for jury duty and to appear as a witness or litigant in court, for those reasons not brought about through the connivance of misconduct of the unit member. The unit member shall submit a written request for approval of the leave of absence as soon as possible after knowledge of such required services.
- 14.9.2 Unit members shall receive their regular earnings from the District while on paid leave of absence for jury services. The unit member shall transmit to the District all fees, exclusive of mileage, received for jury service.

#### 14.10 Quarantine Leave

- 14.10.1 Quarantine leave does not cover a period of illness but applies only if quarantine is the only reason for absence from duty.
- 14.10.2 Upon appropriate verification, a unit member shall be entitled to paid leave of absence during any school year when absence is caused by unavoidable quarantine, or when it is at the direction of the authorities of the school District because the employee has been in contact with a contagious disease.

14.10.3 Any unit member placed on quarantine leave shall file, with the Superintendent, any readmission card issued by the county Health Office or other authority prior to their return to work.

14.10.4 Quarantine leave shall not reduce or eliminate any other leave days afforded by the Agreement.

#### 14.11 Military Service Leave

14.11.1 A unit member shall be entitled a leave of absence on a year-to-year basis for the duration of military services.

14.11.2 Any unit member utilizing this leave provision shall receive his regular salary from the District for the first thirty (30) calendar days of service.

#### 14.12 Other Leaves of Absence

14.12.1 Upon request of the unit member and with the recommendation of the Superintendent and the approval by the Board of Education, leave without compensation or increment advancement may be granted for a period of up to one school year. The application for, and granting of such leave of absence, shall be in writing. A unit member on unpaid leave of absence for one year may reapply for an additional year which may be granted by the Board of Education. At least one "Other Leave of Absence" will be granted per year if there is a request. If there is more than one request, the teacher who has seniority in the District shall be chosen. Notification for leave shall be made by April 15 of the year before the leave is granted. This deadline may be extended beyond April 15 at the sole discretion of the Superintendent. One additional year of leave may be added at the discretion of the Superintendent.

14.12.2 Except as otherwise noted in these leave provisions, those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for that period of time worked. Thereafter they shall be allowed continued benefits at their own expense.

14.12.3 Unit members on unpaid leaves of absence shall be permitted participation in District insurance programs by making payments directly to the District or insurance carrier(s).

#### 14.13 Unusual Emergencies

14.13.1 Any unit member may apply to the Superintendent for emergency leave, that may arise from personal needs which may not be included in any of the classifications listed.

#### 14.14 Notice of Intention to Return to Service

14.14.1 Unit members on extended leave shall notify the District in writing by March 1 of their desire to return or not return to active employment at the beginning of the next school year. Such notice to the District shall be delivered in person or sent by registered mail.

14.14.2 Unit members who take paid leave for one year or less shall be placed in their previous assignment when they return to service.

**ARTICLE 15:**

**SAFETY**

15.1 Unit members shall not be required to work in unsafe conditions or to perform tasks that may endanger their health or safety. In matters which are beyond the District's control; i.e., earthquake, fire, pestilence, flood, etc., unit members may be required to perform service until the students are dismissed or placed in the control of another authority.

15.1.1 Upon written notification the District shall assume the responsibility to investigate all conditions that are reported to be unsafe, hazardous, unhealthy or potentially dangerous and shall take necessary steps to have such verified conditions remedied. The Superintendent shall provide to the Association a report of its investigation with a timeline of remedies.

15.2 Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent or designee, who shall without delay report the incident to the police. The Superintendent shall comply with any request from the unit member for information the District can provide, as well as, act as a liaison between the unit member, police and court.

**ARTICLE 16:**

**MAINTENANCE/APPLICATION OF AGREEMENT**

- 16.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be determined valid and subsisting, except to the extent permitted by law but all other provisions will continue in full force and effect.
  - 16.1.1 It is further agreed that within fifteen (15) days of receipt of notification of the court's final decision, negotiations shall commence regarding matters related to such provisions.
- 16.2 Should new legislation require modifications or changes in this Agreement, then the parties shall meet and negotiate such changes within fifteen (15) days.
- 16.3 Improvements, reduction or elimination in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.
- 16.4 The Board shall not reduce or eliminate any benefits or professional advantages which were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement, or unless provided by the express terms of this Agreement, or unless mutually agreed upon by Association and District to re-negotiate terms of affected Article.

**ARTICLE 17:****SUPPORT OF AGREEMENT**

- 17.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process and the grievance procedures set forth in this Agreement. Therefore, it is agreed that the District and Association will support the Agreement for its term and each or both will not appear before any public body to seek change or make improvements in any matter subject to the meet and negotiate process except by mutual agreement of the District and Association.

**ARTICLE 18:****NEGOTIATIONS PROCEDURES**

- 18.1 The Association shall submit any initial proposal for an amended or modified agreement no later than the month of May of the year in which this Agreement terminates. The responding proposal shall be presented and publicly noticed no later than sixty (60) days after the initial proposal is received after which negotiations shall begin.
- 18.2 Negotiations shall take place at mutually agreeable times and places.
- 18.3 The Association may designate up to three (3) representatives for purpose of official meeting and negotiating and no official meetings between the parties shall be held unless at least two (2) members of the Association team and the board team are present except by mutual consent.

The Association shall be entitled to release time, without loss of compensation or benefits for purposes of official meeting and negotiating with the board's representatives. This released time allocation may be used in full or half day increments. Association representatives utilizing this released time allocation shall follow normal District procedures for prior notification of absence in order that necessary substitutes may be secured. Substitutes costs necessitated by the allocation of released time as described herein shall be divided equally between the Association and the board after the 10<sup>th</sup> day of negotiations.

- 18.4 Either party may utilize the services of outside consultant for purposes of providing information necessary for negotiations.
- 18.5 Upon written request, the District shall furnish the chairman of the negotiating team a copy of already prepared non-confidential reports and information necessary for negotiations.
- 18.6 Immediately upon ratification of the successor Agreement by both parties herein, the District shall have one copy for each unit member prepared and the Association shall deliver it to the membership. A copy of the existing contract shall be given to each newly employed unit member.

**ARTICLE 19:****TERM OF AGREEMENT AND REOPENER**

Except as provided herein, the balance of the parties' 2001-2004 collective bargaining agreement remains unchanged. The effective dates of this agreement shall be from July 1, 2004 through June 30, 2008.

**ARTICLE 20:**

**CONCERTED ACTIVITY**

20.1 The unit members agree not to call or sanction a strike, work stoppage slowdown, picketing or refusal to perform job functions and assigned responsibilities.

Additionally, it is agreed that there shall be no interference with the operations of the District by the Association during the term of this Agreement, nor shall there be compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duty and obligation of its 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 violation of this Article, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood that in the event this article is violated the District shall be entitled to withdraw any rights, privileges or services provided the Association during the period of the concerted activity.



**ARTICLE 22:**

**RETIREMENT CONSULTANCY PLAN**

- 22.1 Definition – This is an incentive plan whereby a unit member who retires early may enter into an ancillary services contractual agreement with the District and is paid a pro-rata salary based on his/her salary schedule placement.
- 22.2 Requirements – A unit member shall have reached the age of fifty-five (55) and have rendered a minimum of ten (10) years service to the District. The unit member in this program shall resign his/her position with the District and shall not return to regular employment with the District except under exceptional circumstances.
- 22.3 Length of Contract – The contract for services shall be for a period of five (5) consecutive years or age 65, whichever comes first. A participant will serve for not less than twenty (20) nor more than forty (40) days per fiscal year in services determined by the Board of Education. Termination of the contract prior to completion of the five (5) consecutive years shall be by mutual agreement.
- 22.4 Compensation – A participant approved for this program shall be eligible for the following benefits:
  - 22.4.1 A contract for a period of five (5) consecutive years.
  - 22.4.2 Twenty (20) to forty (40) days per year at a compensation rate that is equivalent to the number of days service times the unit member’s per diem rate provided that the compensation shall not be less than \$4,000. Per Diem pay is calculated by dividing the annual salary by the number of days of full time required by the Agreement in effect at the time of retirement.
- 22.5 Request Procedure – The unit member shall file an application with the Superintendent’s Office by February 1 of the calendar year in which the initial contract is to be effective and shall file a letter of intent to continue by February 1 of each succeeding calendar year of the contract period.
- 22.6 Unit members entering the plan are to be afforded a description of specific duties and a specified amount of duty time refined into calendarized dates and hours.
- 22.7 The final determination as to which applications are approved for this program and for how many days rests within the sole discretion of the Board.

**ARTICLE 23:**

**RETIREMENT INCENTIVE PLAN**

23.1 This is an early retirement incentive plan whereby an eligible unit member resigns subject to the following terms and conditions:

23.1.1 In order to be eligible a unit member must be between the ages of 55 and 65 and have rendered a minimum of fifteen (15) years of service to the District.

23.1.2 The unit member or beneficiary shall be paid \$8,250 on December 15 for each of three consecutive years. District contributions for the payment of premiums for health, dental and vision benefits will be made until a unit member reaches age 65 provided that such contributions and benefits shall not exceed those provided to then current active employees.

23.1.3 The District reserves the right to require of such unit member consultant services not to exceed fifteen (15) days per year.

**ARTICLE 24:****SHARED STAFFING**

24.1 Shared staffing is a plan where two teachers share a single (full-time equivalent) teaching assignment, at a single school, for a period of one year.

24.2 There shall be a minimum of one (1) job share assignment available at each school site per year, except for HOP. There shall be a maximum of two (2) job share assignments per school site per year. Teachers who wish to participate in the program during the next year must apply by March 1 and concurrently submit to their immediate supervisor and to the Superintendent's office a plan outlining the specific duties and responsibilities of the single position. Unit members who are granted a job share assignment may apply for a maximum of two (2) additional years in such assignment. Notification of participation shall be made by May 1.

The selection of job share partners shall be determined based on the following:

- a. satisfactory summary evaluations
- b. combined seniority of the applicant partners

In the event there are fewer than two applications for the minimum two job share assignments in a given year, those unit members in an existing job share assignment may continue for additional years upon request.

After three years, job share employees must either return to full time employment or resign beginning with the 2006-2007 school year.

24.3 Only teachers who have attained permanent status are eligible for shared staffing.

24.4 Shared staffing teachers will not incur a loss of full-time tenure as a result of participating.

24.5 Two teachers sharing the equivalent of a full-time position must be in the same school and must relinquish their respective full-time positions and attendance benefits for the duration of the plan. Unit Members on a shared staffing plan who work 50% or less of a 1.0 FTE (full time equivalent) teaching assignment shall be eligible for salary schedule step advancement when they have worked 100% of an FTE teaching assignment. Step advancement shall be effective at the beginning of the next school year.

24.5 Teachers currently in a shared staffing assignment who want to return to a full-time position during the next school year shall notify the Superintendent's office by March 1. If a teacher on shared assignment resigns his/her positions, the remaining teacher's assignment shall be converted to full time, unless a suitable replacement is found by the District.

24.6 Implementation and selection of shared staffing assignments shall be in accordance with above section 24.2, and subject to final approval by the Board.

24.7 The District agrees to pay 50% of the contribution for benefits for existing employees. The balance shall be paid by the unit member.

- 24.8 Shared staff teachers shall fully participate in required in-services and staff development activities. If a shared teacher substitutes for his/her partner, the partner shall be responsible for paying back the day or days.
- 24.9 In the event of an unsatisfactory performance, a job-sharing plan previously approved for the full school year may be terminated at the end of the first half of the job-share year with notice by December 15 of that year, at the District's sole and exclusive discretion, if the principal/supervisor determines that the job sharing is not in the best interest of students. Upon the written request of an employee in a shared job assignment that has been cancelled pursuant to this provision, the District shall provide said employee with a written statement of the reason(s) for cancellation. An employee in a job-sharing plan that ends with a half-school-year termination by the District shall be offered an appropriate full-time position.
- 24.10 In the event that a new standards-based certificated evaluation instrument is ratified, 24.10 will be renegotiated.

## ARTICLE 25:

## PEER ASSISTANCE AND PEER REVIEW (PAR)

The Hermosa Beach Educators Association/CTA/NEA and the Hermosa Beach School District are committed to providing the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Beginning teachers, teachers who are referred, and teachers who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

### 25.1 Joint Committee

25.1.1 The Joint Committee shall consist of three (3) certificated classroom teachers who are chosen to serve by the Association's designated process, and two (2) administrators who are selected by the District. In order for unit members to be eligible to serve on the committee, they must:

- a. Hold permanent status and a credential, and
- b. Have a minimum of five (5) years of experience in classroom instruction, three (3) of which are in HBCSD.

If possible, the teacher members of the committee shall be from different work sites and have recent experience at the elementary or the middle school level. The Association and the District shall determine alternates assigned, in the event a teacher who has a mandatory referral to PAR is assigned to the same site as the administrator. The Joint Committee members may not serve concurrently as Consulting Teacher.

25.1.2 Teacher representatives of the Joint Committee shall serve for a three-year period. Initially, teacher representatives shall be selected to a 1-, 2-, or 3- year term. Teacher members shall be limited to two (2) consecutive terms. The District shall maintain the continuity of administrative participation on the Joint Committee.

25.1.3 The Joint Committee will appoint co-chairpersons (one teacher, one administrator).

25.1.4 The Joint Committee shall establish its own meeting schedule, but shall meet at least three (3) times per year. To meet, four (4) of the five (5) members of the Joint Committee must be present. However, during the selection of Consulting Teachers and Participating Teachers, all five (5) members of the Joint Committee must be present. Decisions shall be made by a simple majority.

25.1.5 Meetings may take place during the regular teacher workday. In the 2000-2001 school year, the Joint Committee members who are in the bargaining unit will be paid an annual stipend of \$4000, to be paid semi-annually. Thereafter, teachers who are members of the Joint Committee shall be released from their regular assignment to perform the work of the Joint Committee, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint

Committee, teachers find it necessary to work beyond the 40-hour commitment, they shall be compensated at the unit member's pro rata per diem rate of pay. All meetings of the Joint Committee shall be in a closed setting, as long as it does not violate the public meeting rules of the Brown Act.

25.1.6 The Joint Committee shall be responsible for the following:

- a. Arranging and participating in training for the Joint Committee members.
- b. Interpreting rules and procedures contained within Article 25.
- c. Complying with the negotiated procedures for selecting the Consulting Teachers (Subsection 25.7 of this article).
- d. Selecting trainers and/or training providers.
- e. Providing training for Consulting Teachers prior to the Consulting Teachers' participation in the program. Such training shall include, but not be limited to, PAR program requirements, peer coaching, adult learning theory, due process, and duty of fair representation as related to the role of the Consulting Teacher.
- f. Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
- g. Assigning the Consulting Teachers to the Participating Teachers after reviewing the needs of Participating Teachers and the strengths of each Consulting Teacher. Assignment will be based on the best match (grade level appropriateness, teaching experiences, training, curriculum strengths, skills, etc.). Each Consulting Teacher and each Participating Teacher shall be granted one appeal to an assignment in a school year. Such appeals must be made within the first two (2) weeks of the assignment. The Joint Committee will hear such appeals. Decision of the Joint Committee shall be final.
- h. Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the budget available and other relevant consideration.
- i. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
- j. Reviewing annually the impact of the PAR program in order to improve the program.
- k. Determining the effectiveness of the Consulting Teachers. The Joint Committee may later and/or terminate assignments mid-year as necessary.
- l. Representing the District at SBC-BTSA Leadership Committee Meetings.

25.1.7 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article or as otherwise required by law.

## 25.2 Participating Teachers

25.2.1 A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. An “unsatisfactory final evaluation” is defined as: an evaluation received thirty (30) days prior to the last instructional day of the school year, which lists “does not meet expectations” ratings in one (1) or more sub-categories of the Certificated Employee Evaluation form.

25.2.2 Once a teacher has been referred for participation in PAR, the following will occur:

- a. The Consulting Teacher and the Referred Participating Teacher shall meet to develop an assistance plan.
- b. The Joint Committee and an administrator shall meet with the above mentioned teachers to approve the plan.

25.2.3 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may end his or her participation in the PAR Program at any time.

25.2.4 A Beginning Teacher is a teacher who has probationary status, and in his/her first or second year in the profession.

## 25.3 Consulting Teachers

25.3.1 A Consulting Teacher is a teacher who assists a Participating Teacher pursuant to the PAR Program. A Consulting Teacher may also serve as a BTSA support provider. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures (Subsection 25.7 of this Article), provided that the following shall constitute minimum qualifications:

- a. A credentialed classroom teacher with permanent status,
- b. A minimum of five (5) years experience in classroom instruction, three (3) of which are in HBCSD, and
- c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

- 25.3.2 An annual stipend of \$1500 per Volunteer Participating Teacher and \$2500 per Referred Participating Teacher, paid semi-annually, shall be paid to those Consulting Teachers who are assigned to assist participating teachers. An annual stipend of \$2,000 per beginning teacher shall be paid to those Consulting Teachers assigned to assist beginning teachers (BTSA). Consulting Teachers shall be provided release time as needed. Consulting Teachers shall maintain a periodic log of their activities for review by the Joint Committee.
- 25.3.3 Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights as other bargaining unit members.
- 25.3.4 Consulting Teachers shall have the responsibility for no more than three (3) Participating Teachers. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- 25.4 Consultation with Referred Teachers
- 25.4.1 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, the established performance goals, the developed assistance plan, and discuss a process for successful completion of the PAR Program.
- 25.4.2 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 25.4.3 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide written reports to the Referred Participating Teacher for discussion and review.
- 25.4.4 The Consulting Teacher shall continue to assist the Referred Participating Teacher until he or she concludes that the Participating Teacher has satisfactorily met the goals of the Peer Assistance Plan, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.
- 25.4.5 The Consulting Teacher shall submit a final report regarding the Referred Participating Teacher to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) workdays, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative.

- 25.4.6 The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file and to the site administrator/evaluator.
- 25.5 Consultation with Volunteer Teachers
- 25.5.1 A Volunteer Participating Teacher shall notify the Joint Committee of his/her desire to receive assistance. Notification may occur at the end of each semester.
- 25.5.2 The Consulting Teacher shall meet with the Volunteer Participating teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, and develop the assistance plan.
- 25.5.3 The Consulting Teacher shall conduct observations based on the needs of the Volunteer Participating Teacher, during classroom instruction.
- 25.5.4 The Consulting Teacher shall monitor the progress of the Volunteer Participating Teacher, and they shall meet for periodic discussions.
- 25.5.5 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including site administrators, the evaluator or the Joint Committee.
- 25.6 Consultation with Beginning Teachers
- 25.6.1 Consultation with the Beginning Participating Teacher shall follow the guidelines established by the BTSA (Beginning Teacher Support and Assessment) program.
- 25.7 Rules and Procedures for Selection of Consulting Teachers
- 25.7.1 Selection will occur in May/June for the following year. An application packet shall be provided in April and be completed by each eligible candidate.
- 25.7.2 All applications shall be treated with confidentiality.
- 25.7.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee following screening of the written applications and oral interviews.
- 25.7.4 All interviews shall follow the same format, time frame and selection criteria.
- 25.7.5 When needed, the applicants shall be observed in their classrooms by two (2) members of the Joint Committee (one teacher, one administrator). Applicants shall demonstrate exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of teaching strategies.
- 25.7.6 The recommendations for selection of Consulting Teachers by the Joint Committee shall be forwarded to the governing board for personnel action.

25.7.7 The term of the Consulting Teacher shall be one year. The teacher may reapply each year.

25.7.8 If a Consulting Teacher leaves the District or is unable to serve, the position shall be filled based upon need determined by the Joint Committee.

25.8 General Provisions

25.8.1 Expenses for the PAR program shall not exceed the PAR revenues received from state funding sources.

25.8.2 Funds from PAR will be used to support both beginning and experienced teachers. The PAR Joint Committee will oversee both PAR and BTSA.

25.8.3 Indirect/administrative costs shall not exceed five percent (5%) of the total PAR budget and shall be itemized in the District budget documents. In the event the program is no longer funded by the state, the program shall be cancelled.

25.8.4 This Article does not expand nor diminish a unit member's ability to grieve an evaluation under Article 12 of the Agreement.

25.8.5 Teachers who act as Consulting Teachers and who are on the Joint Committee pursuant to this Article shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Government Code Section 810, et seq.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed on the Day indicated below.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

HERMOSA BEACH CITY SCHOOL DISTRICT

HERMOSA BEACH TEACHERS  
ASSOCIATION, CTA/NEA

BY: \_\_\_\_\_  
Superintendent

BY: \_\_\_\_\_  
President