



**COLLECTIVE BARGAINING CONTRACT**

**BETWEEN**

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**

**AND**

**PLACER/NEVADA TEACHERS UNION**

**AFT LOCAL 2267, AFL-CIO**

**JULY 1, 2007 - JUNE 30, 2010**

## Table of Contents

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Article I: Scope of Agreement	4
Article II: Obligations of Parties	4
Nondiscrimination	4
Union Access to Records/Reports	4
School Board Documents and Meetings	4
Dues and Other Deductions	5
Agency Fee	5
Religious Beliefs	5
District Responsibilities	6
Federation Responsibilities	6
Indemnification and Hold Harmless	6
Release Time	6
Article III: Employment Rights	7
Job Status & Definitions	7
Notification of Assignments	7
Vacancies	7
New Instructors	8
Cancellation of Classes	8
Reduction of Service	8
3.6.1 Tenure Track Instructors	8
3.6.2 Non Tenure Track Instructors	9
3.7 Expansion of Adult Education Program	10
3.8 Fee Based Courses Not Eligible for State Reimbursement	11
3.9 Joint Committee	11
3.10 Education Improvement	12
Article IV:Calendar and Work Hours	12
Article V:Personnel Files	12
Article VI:Public Complaints Against Teachers	13
Article VII:Evaluation	14
Article VIII:Safety and Working Conditions	14
Article IX: Leaves	15
Sick Leave	15
Extended Illness Leave	15
Pregnancy Disability Leave	16
Industrial Accident and Illness Leave	16
Personal Necessity Leave	17
Bereavement Leave	17
Court Leave	18
Unpaid Family Care Leave	18
Study Leave	20
Union Leave	21
General Unpaid Leaves	21
Leave Verification	21
Article X:Grievance Procedure	21
Definitions	21
General	21

<i>Formal Level I</i>	22
<i>Level II</i>	22
<i>Level III</i>	22
<i>Level IV</i>	23
<i>Article XI: District Rights</i>	23
<i>Article XII: Concerted Activities</i>	23
<i>Article XIII: Health and Welfare Benefits</i>	23
<i>Article XIV: Salary</i>	24
<i>Article XV: Effect of Agreement</i>	24
<i>Article XVI Completion of Meet &amp; Negotiate</i>	25
<i>Article XVII: Savings</i>	25
<i>Article XVIII: Term/Reopens</i>	25
 <b>Appendices</b>	
<i>Appendix A: Salary Schedule - effective July 1, 2007</i>	27
<i>Appendix B: Observation and Evaluation Forms</i>	28

**ARTICLE I**  
**SCOPE OF AGREEMENT**

- 1.1 The following articles constitute a binding agreement between the Nevada Joint Union High School District Board of Trustees ("District") and the Placer/Nevada Teachers Union, AFT Local 2267, AFL-CIO ("Union").
- 1.2 The District recognizes the Union as the exclusive representative of that unit of employees which includes all certificated adult education employees and excludes all management, supervisory, confidential, other certificated, and classified employees. The District and Union agree that the bargaining unit does not include persons employed to teach adult education community services classes for which no adult education credential is required, for which a fee is charged to cover the cost of maintaining the class, and for which no apportionment may be made from state funds for attendance in such classes.
- 1.3 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

**ARTICLE II**  
**OBLIGATIONS OF THE PARTIES**

- 2.1 Non-Discrimination - The District and the Union will not discriminate against any instructor based on Federal and State standards. The District shall not discriminate against any employee on the basis of race, color, creed, age, sex, sexual preference, national origin, domicile, marital status, physical handicap, pregnancy, membership in an employee organization or participation in the activities of an employee organization. Upon mutual agreement, the District and the Union may attempt to resolve a complaint arising under this provision informally. However, neither the administration, implementation nor interpretation of this provision shall be subject to the grievance procedure.
- 2.2 Union Access to Records/Reports - The Union shall be entitled to, upon written request, nonconfidential reports, records, budget materials and other existing documents necessary for negotiations and the administration of this Agreement. In the event the Union asks the District for information which cannot be provided without creating or compiling an otherwise nonexistent report, the District may require that the Union reimburse the District for the costs incurred in preparing the document or report. Upon request, the District shall provide the Union with an estimate of the cost of preparing the report or documents prior to preparing the material.
- 2.3 School Board Documents and Meetings The District shall provide the Union with a copy of all School Board documents and reports at the time and in the same manner they are made available to the Board, except for documents or reports related to closed sessions. The Union may appear on the Board agenda and may speak on any issue of said agenda before a vote is taken on such issues.

- 2.4 Union access to instructors in order to conduct Union business shall occur during non-student contact hours and shall not interfere with District programs.
- 2.5 Upon advance approval by the District, the Union shall have access to District facilities during non-student contact time. The Union shall have use of the internal District mail system, and reasonable bulletin board space for the purpose of communicating Union business.
- 2.6 Within the first two weeks of each semester, the District shall provide the Union with a current list of classes and the names, addresses, phone numbers, work locations, and schedules of the instructors who teach those classes.
- 2.7 Copies of the Agreement shall be provided to all instructors at the District's expense. In addition, the Union may provide the District with a mutually agreeable information packet for distribution to new instructors - along with a copy of the existing Agreement - at the time they are hired.
- 2.8 The Union shall have the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks. The District and the Union agree to meet periodically and consult on matters that may be affecting the Adult Education program and the Union at mutually agreeable times.
- 2.9 Dues and Other Deductions - The District will deduct from an instructor's salary and pay to the Union the Union membership dues as voluntarily authorized in writing by the instructor. These deductions shall remain in effect unless revoked in writing by the instructor. In addition, the District will deduct and forward other voluntary deductions as authorized and directed by the instructor for such other purposes permissible under the law.
- 2.10 Agency Fee – Any employee who is not a member of the Federation or who does not make application for membership at the effective date of this agreement or within thirty days from the date of commencement of duties, shall become a member of the Federation or pay to the Federation a fee in an amount equal to unified membership dues, initiation fees, and general assessments: however, the employee may authorize payroll deduction for such fee in the same manner as provided in paragraph 9 of this article. In the event that an employee shall not pay such fee directly to the Federation or authorize payment through payroll deductions, as provided in paragraph 9, the Federation shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in the Education Code and in the same manner as set forth in paragraph 2.9 of this article. There shall be no charge to the Federation for such mandatory agency fee deduction.
- 2.11 Religious Beliefs
- 2.11.1 Any employee who is a member of religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Federation; provided, however, that such employee 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:

- United Way Fund
- American Cancer Society
- American Heart Association
- Federation Scholarship Fund

Such payment shall be made on or before October 15 of each school year.

2.11.2 Proof of payment pursuant to paragraph 2.11 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraph 2.10 of this article. Such proof 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 15 of each school year. The Federation shall have the right of inspection in order to review said proof of payment.

## 2.12 District Responsibilities

With respect to all sums deducted by the District pursuant to authorization of the employee whether for membership dues or equivalent fees, the District agrees to remit such monies to the Federation together with an alphabetical list of unit members for whom such deductions have been made.

## 2.13 Union Responsibilities

The Union agrees to furnish any information needed by the District to fulfill the provisions of this article.

## 2.14 Indemnification and Hold Harmless

2.14.1 Placer/Nevada Teachers Union agrees to pay to the District all reasonable legal fees and legal costs incurred by the District 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. The Local and Union agree that payments under this provision shall be made on a semi-annual basis.

2.14.2 Placer/Nevada Teachers Union, agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action resulting from the implementation of this article.

2.14.3 Placer/Nevada Teachers Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

## 2.15 Release Time - The District shall provide reasonable release time without loss of compensation for three (3) representatives of the Union for the purpose of negotiations.

## **ARTICLE III**

### **EMPLOYMENT RIGHTS**

#### **3.1 Job Status**

##### **Definitions:**

3.1.1 Full Time Assignment: Thirty (30) hours per week shall be considered a full time assignment in the Adult Education program.

3.1.2 Tenure Track Adult Education Instructor (Probationary or Permanent): Any person who is employed to teach Adult Education classes for more than 60% of the hours per week considered a full time assignment shall be classified as a tenure track Adult Education instructor.

3.1.3 Nontenure Track Adult Education Instructor: Any person who is employed to teach Adult Education classes for not more than 60% of the hours considered a full time assignment shall be classified as a nontenure track Adult Education instructor.

##### **3.1.4 Permanent Status:**

3.1.4.1. To be eligible for permanent status, a tenure track Adult Education instructor must teach a minimum of 75% of the number of days of the regular school year for two (2) consecutive years.

3.1.4.2 The permanent status hours of an Adult Education instructor shall be based on the service which is equivalent to the average number of hours per week which the instructor served during his/her probationary years.

3.1.5 Seniority: For tenure track instructors, seniority shall be determined by the first day of paid certificated service with the District's Adult Education program. The District shall also keep a record of nontenure track instructors' first day of paid certificated service.

3.2 Notification of Assignments: Adult Education instructors shall be given written notice of tentative class assignments for the next fall semester prior to the close of the spring semester.

#### **3.3 Vacancies**

3.3.1 Posting of Vacancies: The District shall post vacancies in bargaining unit positions by placing the job announcement in each unit member's district mail box. The application period for any vacancy shall be no less than six (6) days from the date the job announcement is placed in the unit members' district mail boxes.

3.3.2 Filling of Vacancies:

The District shall interview applicants from the bargaining unit prior to conducting interviews of applicants from outside the bargaining unit.

3.3.2.2. Outside applicants shall be eligible for an interview only if no applicant from within the unit is selected for the position.

3.3.2.3 In filling vacancies the District shall consider criteria including, but not limited to:

3.3.2.3.1 Appropriate credentials;

3.3.2.3.2 Recent successful teaching experience relevant to the position;

3.3.2.3.3 Length of service in the program;

3.3.2.3.4 Best interests of the District;

3.3.2.3.5 Past successful teaching experience pertinent to the assignment.

3.3.3 No specific weight is attached to any one of the above listed criteria. The final selection of the individual to fill any vacancy rests with the District.

3.4 New Instructors: New instructors shall be given an orientation which will include their assignment, location, assigned hours, and Adult Education policies and procedures and will be advised of their eligibility, if any, for participation in the District's employee benefit's program.

3.5 Cancellation of Classes:

3.5.1 Whenever possible, as determined by the District, affected non-tenure track employees shall be notified at least thirty (30) days in advance if classes or programs are to be terminated due to circumstances other than lack of enrollment.

3.5.2 The District shall provide as much notice as the District determines is practical to advise affected non-tenure instructors that classes/programs are to be terminated as a result of lack of enrollment.

3.6 Reduction of Service

3.6.1 Tenure Track Instructors

3.6.1.1 Reduction by Seniority: Should average daily attendance decline, or a particular service or program be reduced or discontinued pursuant to Education Code section 44955, or the total revenue limit per unit of average daily attendance does not increase by at least 2% as set forth in Education Code section 44955.5, the District may eliminate or reduce the service of probationary and permanent adult education instructors. No permanent adult education instructor shall be terminated or reduced while any probationary adult education instructor, or any other tenure track adult education instructor with less seniority, is retained to teach a class which said permanent adult education instructor is certificated and competent to teach.

3.6.1.2 Assignments and Reassignments: The District shall make assignments and reassignments in such a manner that permanent and probationary adult education instructors are



retained to render any service which their seniority and qualifications entitle them to render.

3.6.1.3 Determination of Seniority: For the purposes of layoff under the provisions of Education Code 44949 and 44955, seniority shall be determined by the first day of paid service as a probationary employee. As between employees who first rendered paid service to the District on the same date, the District shall determine the order of termination on the basis of the needs of the District and its students.

3.6.1.4 Preferential Rehire Rights: Permanent tenure track employees whose services have been reduced or eliminated shall have the right to reemployment for 39 months from the date of such reduction or elimination of service in accordance with Education Code section 44956. Probationary tenure track employees whose services have been reduced or eliminated shall have right to reemployment for 24 months from the date of reduction or elimination of services in accordance with Education Code section 44957.

3.6.1.5 Preferential Right to Substitute: During the reemployment period, permanent and probationary tenure track employee(s), in the order of original employment, shall be offered prior opportunity for substitute service during the absence of any other employee who is granted a leave of absence or who is temporarily absent from duty, provided that his or her services as a substitute may be terminated upon the return to duty of said other employee and that said substitute service shall not affect the employee's retention of his or her previous classification and rights.

3.6.1.6 COBRA Benefits: A tenure track employee whose position has been eliminated may have his or her health and welfare benefits extended in accordance with COBRA, as provided by law.

3.6.2. Nontenure Track Instructors:

3.6.2.1 Determining the Release of Non-Tenure Track Employees: When it is necessary to place permanent or probationary instructors in assignments occupied by non-tenure track employees due to the reduction or elimination of a program, the determination of those non-tenure track employees who must be released rests within the District's exclusive determination taking into account such factors including, but not limited to:

3.6.2.1.1 Appropriate credentials;

3.6.2.1.2 Recent successful teaching experience relevant to the position;

3.6.2.1.3 Length of service in the program;

- 3.6.2.1.4 Best interests of the District;
- 3.6.2.1.5 Past successful teaching experience pertinent to the assignment.

3.6.2.2 Non-Tenure Track Employees as Substitutes: Non-tenure track instructors whose positions have been eliminated as a result of a reduction in service may request to be placed on the substitute adult education instructor list.

3.6.2.3 Consideration of Non-Tenure Track Employees for Vacancies: Non-tenure track instructors whose positions have been reduced or eliminated may be considered for a specific vacancy along with other qualified applicants by advising the Assistant Superintendent in writing of their interest. In order to be considered for a specific vacancy, such non-tenure track employees may, but need not, submit a new application. The filling of vacant positions shall otherwise be accomplished in accordance with Article III, Section 3.3.

### 3.7 Expansion of Adult Education Program

#### 3.7.1 Courses Approved for Apportionment

3.7.1.1 The District agrees to make every effort to expand the courses it offers through its adult education program that are approved by the California Department of Education for apportionment.

3.7.1.2 All classes approved for apportionment must have an educational purpose, the content of the course must be intended to teach a skill or knowledge unrelated to repetitive practices and the class period must be devoted to instruction.

3.7.1.3 The classes and courses eligible for state reimbursement are classified according to the definition and criteria of one of the following categories:

- (a) Adult programs in parenting
- (b) Adult programs in elementary and secondary basic skills and other courses and classes required for the high school diploma
- (c) Adult education programs in English as a second language ("ESL")
- (d) Adult education programs in citizenship and workforce preparation for immigrants
- (e) Adult education programs for substantially handicapped persons
- (f) Adult short-term vocational programs with high employment potential
- (g) Adult programs for older adults
- (h) Adult education programs for apprentices
- (i) Adult programs in home economics
- (j) Adult programs in health and safety education

3.7.1.4 Each class or course offered through the district's adult education program for state reimbursement shall have a

course outline reflecting the essential intent and content of the class or course and such outline shall include:

(a) A clear statement of the educational goals or purposes of the course that is broad enough in scope and with sufficient educational worth to justify the expenditure of state funds.

(b) A clear delineation of the course objectives described in terms of measurable results for students and the contribution such objectives will make to a student's acquisition of skills and competencies.

(c) A description of instructional techniques or methods to be used.

(d) A description of the approximate time to be devoted to each educational unit within the course, and the total hours for the course, demonstrating that students will learn at an optimum level.

(e) Measurable evaluation criteria clearly within the reach of the student.

(f) A prohibition against allowing student who have completed all objectives of the course to re-enroll in order to prevent perpetuation of students in a particular program for an indefinite period of time.

3.7.1.5 Persons employed to teach in the adult education classes or courses eligible for state apportionment shall possess a valid adult education credential and be part of the bargaining unit.

3.7.1.6 The District will make every effort to generate average daily attendance up to its current cap of 136, or as adjusted annually, by offering courses and classes eligible for state reimbursement in the categories set forth above.

### 3.8 Fee Based Courses Not Eligible for State Reimbursement

3.8.1 In addition to expending the classes and courses offered that generate average daily attendance for purposes of state reimbursement, the District may establish and maintain community service classes designed to provide instruction and contribute to the physical, mental, economic, or civil development of the individuals or groups enrolled therein.

3.8.2 Community service classes include, but are not limited to, music, drama, art, handicraft, science, literature, nature study, aquatic sports and athletics.

3.8.3 The District may charge fees in order to offer and maintain community services classes.

3.8.4 Person teaching community service classes shall not be required to possess an adult education credential and shall not be members of the bargaining unit, in their capacity as community services instructors.

3.8.5 Adult education employees employed by the District on or before November 28, 2001 and possessing an adult education credential shall continue to be eligible to teach the Basketball League, Sports for Fun an Monday Night Basketball classes and be paid based on the salary schedule for credentialed adult education teachers.

### 3.9 Joint Committee

The parties agree to the creation of a joint labor-management committee for the purpose of enhancing and improving adult education program offered by the District. The committee shall be composed of two (2) members appointed by the Union and two (2) members appointed by the District.

The committee shall be empowered to gather, access and review information relative to program needs, and other activities as determined by the committee. Decisions of the committee will be made by consensus. Committee recommendations shall be forwarded to the District.

3.10 Education Improvement

Instructors may take any Adult Class for free while working in the district and after retirement from the district.

3.10.1 The cost for materials fees for any class shall be born by the instructor or retired instructor and not paid for by the district.

3.10.2 The instructor shall not be counted towards any student minimum requirement for the class.

3.10.3 The instructor shall be allowed in the class if the maximum has not been reached by the start date of the class.

**ARTICLE IV**  
**CALENDAR & WORK HOURS**

4.1 Calendar

4.1.1 Annually in March, the Adult Education Program Director and two (2) representatives from the Federation shall meet and develop two calendars: one calendar for those employees serving in the year-round, Nevada County setting and another calendar that is aligned with the calendar for the Nevada Joint Union High School District.

4.1.2 The District shall make calendars available to each adult education instructor upon initial employment and each year on the first day of school. The calendar shall reflect all dates that the Adult Education School is closed.

4.1.3 The length and duration of specific classes shall be determined by the District.

4.2 Work Hours

4.2.1 The District shall notify each instructor regarding his/her program schedule.

4.2.2 The work day for adult education instructors shall be the number of paid hours assigned during which time the instructor will perform instructional duties related to his/her adult education assignment.

4.2.3 When required in writing by the Director to perform duties beyond teaching duties, adult education instructors shall be paid at their regular rate.

**ARTICLE V**

## **PERSONNEL FILES**

- 5.1 The District shall not base any adverse action against an employee upon materials which are not contained in such employee's personnel file. Moreover, the District shall not base any adverse action against an employee upon materials which are contained in such employee's personnel file unless the materials had been placed in the file within a reasonable time and the employee had been notified at such time that such materials were being placed in the file.
- 5.2 An employee's personnel file shall include ratings, reports, or records which (1) were obtained prior to the employment of the employee, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. These documents shall not be available for inspection by the employee.
- 5.3 An employee shall be provided any negative or derogatory material before it is placed in his personnel file.
- 5.4 Upon prior written authorization by the employee, a representative shall be permitted to examine and/or obtain copies of materials in such employee's personnel file at employee expense.
- 5.5 The person or persons who draft and/or place material in an employee's personnel file shall sign and date the material.
- 5.6 Access to personnel files shall be limited to members of the District administration on a "need to know" basis. Board members may request the review of an employee's file at a personnel session of the entire Board. The contents of all personnel files shall be kept in the strictest confidence.
- 5.7 The District shall maintain the employee's official personnel files at the District's central office.

## **ARTICLE VI** **PUBLIC COMPLAINTS AGAINST TEACHERS**

- 6.1 Any written or oral complaint about an employee shall be reported to the employee by the administrator receiving the complaint within a reasonable time. If the matter is not reported to the employee, no further action will be taken on the anonymous complaint.
- 6.2 Should the administrator or the employee believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the administrator shall schedule a meeting with the complainant and the employee.
- 6.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, in order to take further action, he/she shall be required to put the complaint into writing and submit it to the District with a copy to the employee.

- 6.4 The employee may prepare a written response to such complaint. The response shall be attached to the written complaint, to be placed into the employee's personnel file. In the event the District determines that a written complaint has no merit, the District may prepare a statement to that effect and attach it to the written complaint before it is placed in the personnel file.

## **ARTICLE VII EVALUATION**

- 7.1 The District shall evaluate and assess certificated employee competency as it reasonably related to:
- a. The progress of pupils towards the standard established in the course syllabus.
  - b. The instructional techniques and strategies used by the employee.
  - c. The employee's adherence to objectives of the course syllabi.
  - d. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
- 7.2 The evaluation and assessment of certificated employee competence pursuant to this article shall not include the use of publishers' norms established by standardized tests.
- 7.3 Nothing in this Article shall be construed as in any way limiting the authority of the District to adopt additional evaluation and assessment guidelines or criteria
- 7.4 Evaluation and assessment made pursuant to this Article shall be reduced to writing and a copy given to the employee not later than 30 days before the last school day scheduled and adopted by the Board for the school year in which the evaluation occurs. (See forms attached as Appendix B). The employee shall have the right to initiate a written response to the evaluation. The response shall become a permanent attachment to the employee's personnel file. Before the last scheduled school day a meeting shall be held between the employee and the evaluator to discuss the evaluation.
- 7.5 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, non-tenure track and at least once each year for probationary personnel, and at least every other year for permanent employees. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. In the event an employee is not performing his/her duties in a satisfactory manner according to District standards, the District shall notify the employee in writing of such fact and describe the unsatisfactory performance. The District administration shall confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance.

## **ARTICLE VIII SAFETY & WORKING CONDITIONS**

- 8.1 The District shall make reasonable provisions for the safety and health of instructors performing their duties and inform them immediately when a hazardous problem becomes known.
- 8.2 Instructors shall report suspected unsafe working conditions to the adult education Administrator in writing.
- 8.3 Instructors in Adult education modular classrooms A & B shall have access to telephone service for emergency use while on duty.
- 8.4 CAL-OSHA standards shall be followed by both the District and the instructors at each Adult Education work site.
- 8.5 The District may reimburse certificated employees for any loss, damage or destruction of clothing or personal property of the employee while on duty in the school, on school premises or on a school-sponsored activity (such as a field trip) unless such damage is due to negligence by the employee.
- 8.6 The Administration shall establish procedures for requesting and allocating books, supplies, the use of equipment and duplicating services, and shall make such procedures known to instructors. In allocating the above, the Administration shall give consideration to the requests and concerns of instructors.

## **ARTICLE IX**

### **LEAVES**

#### **9.1 Sick Leave**

9.1.1 Instructors shall earn sick leave hours based on eighteen (18) hours worked equal one (1) hour of sick leave. Sick leave hours are available for absences due to illness or injury.

9.1.2 Unused sick leave shall accumulate without limit.

9.1.3 Unused sick leave may be used for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and/or recovery.

9.1.4 The District shall provide each instructor with a written statement of his/her accrued and current year credited sick leave totals on a monthly basis.

#### **9.2 Extended Illness Leave**

9.2.1 If an instructor is absent from his/her duties because of illness or accident for a period of five (5) school months or less during any one (1) school year, the amount deducted from the instructor's salary in any month in which the absence occurs shall not exceed the sum which is paid to a substitute for that month.

9.2.2 If no substitute is employed, the amount which would have been paid had a substitute been employed shall be deducted from the instructor's salary.

- 9.2.3 Except for unused sick leave granted for the current year, the five (5) month period runs concurrently with all other accumulated sick leave used by the instructor.

### 9.3 Pregnancy Disability Leave

- 9.3.1 The District shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician.
- 9.3.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are temporary disabilities and shall be treated as such.
- 9.3.3 Any employee shall have the right to utilize sick leave provided for in Article IX, Sections 9.1 and 9.2, for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

### 9.4 Industrial Accident and Illness Leave

- 9.4.1 Employees will be entitled to industrial accident leave according to the provisions of Education Code section 44984 for personal injury which has qualified for Worker's Compensation under the provisions of the State Compensation Insurance Fund.
- 9.4.2 The leave will be for not more than sixty (60) days during which the Adult Education program is in session, or when the instructor would otherwise have been performing his/her duties.
- 9.4.3 The leave shall not be cumulative if an industrial accident or illness overlaps into an additional fiscal year. The instructor shall be entitled to only the unused leave for the same illness or injury.
- 9.4.4 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 9.4.5 The leave will commence on the first day of absence, provided such absence is ordered by a licensed physician who has examined the instructor and determined him/her to be disabled and provided that the instructor is receiving workers' compensation payments for lost salary.
- 9.4.6 The leave will be reduced by an average of one (1) day for each day of authorized absence regardless of payment received under Worker's Compensation.



- 9.4.7 Payment for salary lost on any day shall not, when added to an award granted under workers' compensation, exceed the instructor's average daily salary.
- 9.4.8 Should the absence exceed the allowable sixty (60) days, the instructor shall use current and accumulated sick leave to which he/she is entitled. However, if the instructor is receiving workers' compensation, he/she shall be entitled to use only enough current and accumulated sick leave, which when added to the workers' compensation payment, provide for not more than an average day's salary.
- 9.4.9 Sick leave for absences shall be restored if awarded in a workers' compensation settlement.
- 9.4.10 During any paid leave, the instructor shall endorse his/her workers' compensation payments to the District. If the instructor 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 employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.
- 9.4.11 The instructor shall present a written release from his/her attending physician before being permitted to return to his/her regular duty assignment.
- 9.5 Personal Necessity Leave
- 9.5.1 An instructor shall be entitled to use, at his or her election, up to seven (7) days of the instructor's current sick leave each school year for cases of personal necessity.
- 9.5.2 Personal necessity means any emergency which cannot be conducted before or after the school day without causing inconvenience to the instructor. The instructor shall be required to submit a request in writing to the Director for such leave at least one (1) day in advance and shall also be required to set forth the reasons for the leave.
- 9.5.3 An instructor shall not be required to secure advance permission to use personal necessity leave in the cases enumerated below:
- 9.5.3.1 Death or serious injury of an instructor's immediate family.
- 9.5.3.2 Accident involving the instructor or his/her property, or the person or property of a member of instructor's immediate family.
- 9.5.3.3 Paternity leave. Instructor may utilize one (1) day.
- 9.5.4 Any employee may be granted two (2) day of personal necessity leave for "Compelling Personal Importance" without further justification. The Director must be notified at least three (3) days in advance.
- 9.5.5 Personal necessity leave shall not be used:
- 9.5.5.1 For any concerted activity.

9.5.5.2 To seek or engage in other employment.

9.6 Bereavement Leave

9.6.1 Each instructor is entitled to three (3) days of leave because of death in the immediate family. Up to five (5) days are allowed if travel out-of-state or travel in excess of 300 miles is required.

9.6.2 Immediate family is defined as the mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, and sister of the unit member, or of the partner of the unit member, the unit member's partner or any relative living in the immediate household of the unit member.

9.7 Court Leave

9.7.1 An instructor shall be entitled to paid leave as necessary for jury duty. Any fees paid by the court, less mileage, shall be returned to the District by the instructor.

9.7.2 An instructor shall be entitled to use personal necessity leave to appear in court, either as a witness other than as a litigant, or in response to a subpoena for reasons not caused by connivance or misconduct of the instructor.

9.8 Unpaid Family Care Leave

9.8.1 Definition: Unpaid family care leave means any of the following:

9.8.1.2 Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious health condition of a child of the employee.

9.8.1.2.1 For purposes of this subdivision, "child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child.

9.8.1.2.2 Leave for the purpose of caring for a newborn or a newly adopted child must commence within one year of the birth or adoption. If both parents are employed by the District, leaves taken by one or both of the parents for the care of a newborn or newly adopted child shall not exceed a combined total of twelve (12) weeks in a twelve (12) month period.

9.8.2 Leave to care for a parent or spouse who has a serious health condition.

9.8.2.1 For purposes of this subdivision, "parent" means a biological, foster, or adoptive parent, a step-parent, a legal guardian or other person who stood in loco parentis to the employee when the employee was a child.

9.8.3 Serious Health Condition

9.8.3.1 An illness, injury, impairment, or a physical or mental condition that involves inpatient care in a hospital, hospice or residential care facility, continuing treatment or continuing supervision by a health care provider.

9.8.3.2 An employee's own serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, child birth or related medical conditions.

9.8.4 Request for Family Care Leave

9.8.4.1 In the case of a request for leave to care for a child, spouse or parent who has a serious health condition, the following requirements apply:

9.8.4.1.1 The request must be supported by a certification issued by a health care provider of the individual requiring the care. The certification shall be sufficient if it includes all of the following:

- (a) The date on which the serious health condition commenced;
- (b) The probable duration of the condition.

9.8.4.2 The District may require that an employee requesting leave because of his or her own serious health condition provide the following:

9.8.4.2.1 A certification issued by his/her health care provider, including:

- (a) date upon which the serious health condition commenced;
- (b) probable duration of the condition;
- (c) a statement that due to the serious health condition the employee is unable to perform the functions of his/her position.

9.8.4.3 The District may require the employee to obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis if additional leave is required.

9.8.4.4 In any case where the District has reason to doubt the validity of the certifications provided pursuant to Sections 3a and 3b, the District may require, at the District's expense, that the employee obtain an opinion of a second health care provider designated or approved by the District. In any case where the second opinion differs from the opinion in the original certification, the District may require, at the District's expense, that the employee obtain an opinion of a third health care provider. The third health care provider's opinion shall be considered to be final and binding on both the District and the employee.

- 9.8.4.5 Except in emergencies, all requests for family care leave must be submitted at least thirty (30) calendar days in advance.
- 9.8.5 Length of Unpaid Family Care Leave: Up to twelve (12) weeks in a one (1) year period.
- 9.8.6 Eligibility for Unpaid Family Care Leave: To be eligible for unpaid family care leave the employee must have worked at least one thousand two hundred and fifty (1,250) hours during the twelve (12) months preceding the request for the leave.
- 9.8.7 Substitution of Paid Leave During Period of Unpaid Family Care Leave: To the extent paid leave would otherwise be available for such purposes, an employee may elect or the District may require substitution of any earned or accrued paid leave for all or part of any Family and Medical Leave taken regarding the birth, adoption, or foster care of a child, serious health condition of the employee or to care for a family member.
- 9.8.8 Reemployment Upon Termination of Leave
- 9.8.8.1 Upon termination of the leave, the employee shall be reemployed in the same or equivalent position.
- 9.8.8.2 During the leave period, the instructor shall remain an employee of the District and at the expiration of the leave, the instructor shall have the same longevity, seniority and eligibility for employee benefit plans that he/she had prior to the commencement of the leave.
- 9.8.8.3 Employees on family care and medical leave accrue employment benefits, such as sick leave or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.
- 9.8.9 Health Benefit Continuation: During any period that an eligible employee takes unpaid family care leave, the District shall continue to provide health and welfare benefits to the same extent provided to other similarly situated employees for not more than twelve (12) weeks per year. The District may recover from the employee, the costs of maintaining coverage during the unpaid family care leave if the employee fails to return from leave after the period of leave has expired and the failure to return is for reasons other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the instructor, such as the employee's death.
- 9.9 Study Leave: The District may grant a study leave for a period not to exceed one (1) year to an instructor with seven (7) consecutive years of service in the District, for the purpose of study or travel which shall benefit the students in the Adult Education Program. The determination of whether the study leave shall be paid or unpaid rests exclusively with the District.

- 9.10 Union Leave: One union representative or his/her designee shall be granted paid leave for union business up to one (1) day per year upon advance approval by the District.
- 9.11 General Unpaid Leaves: The Board may grant leave without pay to an instructor for reasons not listed above. The terms shall be mutually developed by the instructor, the Director, and the Superintendent or designee.
- 9.12 Leave Verification: If, for any reason, the Director suspects a misuse of leave, the Director may require written verification of the reason for any absence from scheduled duties or assigned work location. (For example, if illness is claimed, a physician's written verification may be required.)

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

- 10.1 Definitions
- 10.1.1 A "grievance" is a claim that there has been a violation, misinterpretation of misapplication of the specific written terms of this agreement.
- 10.1.2 A "grievant" is an instructor making the claim or the Federation.
- 10.1.3 A "day" means any day on which the District's central administrative offices are open for business.
- 10.2 General
- 10.2.1 The purpose of this procedure is to resolve, at the lowest possible level, contract problems which may arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate.
- 10.2.2 Time limits may be extended by mutual consent.
- 10.2.3 Any level of this procedure may be waived by mutual consent.
- 10.2.4 An instructor may be represented at any level of this procedure by himself/herself, or may elect to include a Union representative.
- 10.2.5 Failure by the instructor to abide by the time limits shall cause the grievance to be considered withdrawn. Failure by the District to abide by time limits shall cause the grievance to automatically be appealed to the next level.
- 10.2.6 Within fifteen (15) days of the alleged violation or within fifteen (15) days after the grievant reasonably could be expected to have known of the alleged violation, a grievant will informally discuss the claim with the Adult Education Director.
- 10.2.7 Grievants, witnesses and/or one (1) Union representative who attend grievance meetings while on duty will receive paid release time.

10.2.8 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

10.2.9 No reprisals of any kind will be taken against any participant in the grievance procedure.

10.3 Formal Level I

10.3.1 Within fifteen (15) days of the informal conference and if no resolution has been reached, the grievant may present a grievance in writing on the appropriate form to the Adult Education Director.

10.3.2 It shall be a statement of the grievance, citing the specific provisions(s) of the contract alleged to have been violated, the circumstances involved, the results of the informal conference, and the specific remedy sought.

10.3.3 The Adult Education Director shall provide a written decision to the grievant, within fifteen (15) days after receiving the grievance.

10.4 Level II

10.4.1 If not satisfied with the decision of Level I, the grievant may appeal on the appropriate form to the Superintendent/designee, within fifteen (15) days of receiving the decision.

10.4.2 The appeal shall include copies of all information from preceding levels and a statement of the reasons for the appeal.

10.4.3 The Superintendent/designee shall meet with the grievant and attempt to resolve the matter. He/she shall then communicate a written decision to the grievant, within fifteen (15) days of the meeting.

10.5 Level III

10.5.1 If the grievance is not resolved at Level II, the Federation may, within fifteen (15) days, contact the State Mediation/Conciliation Service and request the services of a mediator to assist in the resolution of the matter. The Federation shall also notify the Superintendent.

10.5.2 The parties shall attempt to agree upon a mediator.

10.5.3 The parties shall meet with the mediator at times that are mutually convenient.

10.5.4 The parties may develop the "ground rules" with the mediator, or permit the mediator to establish his/her own "ground rules."

10.5.5 Any mutually acceptable mediated settlement shall be binding on both parties.

10.6 Level IV

10.6.1 If either party is not satisfied with the decision of the Superintendent at Level II or if Level III mediation occurs and the results are deemed

unsatisfactory to one or both parties, either party may appeal to the Board of Trustees within ten (10) days.

10.6.2 The appeal shall be in writing and shall include a copy of the original appeal and decisions at Level I and Level II. The appeal shall further specify the issues with which the appellant disagrees.

10.6.3 At the next regularly scheduled meeting of the Board following receipt of the appeal and consistent with the Brown Act, the Board shall hold a closed session with regard to the grievance appeal.

(a) All parties shall be notified not less than five (5) days in advance of the date of the Board meeting on the grievance appeal.

(b) The Federation/grievant/District shall have the right to present oral argument to the Board at the closed session. The Board shall have the discretion to determine to what extent it will entertain any additional information or witness statements beyond what is contained in the grievance documents submitted with the appeal.

10.7 The parties shall mutually develop the grievance form.

## **ARTICLE XI**

### **DISTRICT RIGHTS**

11.1 It is understood and agreed that the District retains all its rights and authority to direct and manage to the full extent of the law.

11.2 Included in, but not limited to that authority, is the exclusive right to: determine its organization; direct the work of its instructors, 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; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and determine methods of raising revenue.

11.3 The exercise of the foregoing rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance of, and the use of judgment and discretion in connection with, shall be limited only by the specific and expressed terms of this agreement, and then only to the extent such specific and expressed terms are in conformance with law.

## **ARTICLE XII**

### **CONCERTED ACTIVITIES**

12.1 The District and the Union agree that there will be no strikes, work stoppages, slow-downs, sick-outs or lock-outs during the term of this Agreement.

## **ARTICLE XIII**

### **HEALTH AND WELFARE BENEFITS**

- 13.1 To be eligible to receive contributions from the District toward the cost of health, dental and vision coverage in the maximum amounts per month set forth below, an adult education instructor must satisfy a threshold requirement of working at least 80% of a full-time assignment in one fiscal year (80% x 30 hours/week = 24 hours/week) for a total of 864 hours (24 hours/week x 36 weeks = 864 hours.) Once an adult education instructor has worked 864 hours in one fiscal year, the instructor will be eligible to receive District contributions as set forth below in the next succeeding fiscal year so long as the instructor continues to work at least 80% of a full-time assignment in that next succeeding fiscal year. To remain eligible for continued monthly contributions from the District, the instructor must continue to work a minimum of 80% of a full-time assignment in each fiscal year thereafter.

The District shall maintain its maximum monthly contribution toward the cost of health, dental, and vision benefits at \$684.40 per month.

Effective July 1, 2008, unit members receiving the District's maximum monthly contribution toward the cost of health, dental and vision benefits shall not be entitled to, and shall not be paid, the difference between the District's maximum monthly contribution and the cost of health, dental, and vision benefits.

#### **ARTICLE XIV**

##### **SALARY**

- 14.1 Professional Preparation: Instructors shall be placed on the appropriate column of the salary schedule in accordance with the degrees and advanced preparation they have completed. Reassignment to a higher class shall become effective at the beginning of the new school year. Instructors must notify the District during the previous Spring of their intent to advance on the salary schedule or obtain an advanced degree.
- 14.2 Substitute Pay: If an instructor substitutes, the instructor shall receive the same rate of pay he/she receives for his/her regular assignment.
- 14.3 STRS: Instructors are covered under STRS after they are paid for fifty-nine (59) or more hours of teaching in any one (1) month. At that time, the service during that month and any subsequent service shall be covered under STRS.
- 14.4 Salary Schedule: Unit members employed by the District on July 1, 2007 shall be placed on the new 2007-2009 salary schedule consistent with their date of hire and number of school years they have served in the Adult Education Program. Unit member advancement on the salary schedule shall continue to be based on date of hire and the number of school years served in the Adult Education Program.
- 14.5 Longevity Pay:
- 14.5.1 The hourly rates set forth in Appendix A shall be increased by the following longevity factors which shall be cumulative:



- 14.5.1.1      \$0.50 at Ten Years of Service  
Any instructor who has taught for at least one semester per school year for at least 10 years in the Adult Education Program shall receive a longevity stipend of \$0.50 applied to his/her hourly rate.
- 14.5.1.2      \$0.50 at Fifteen Years of Service  
Any instructor who has taught for at least one semester per school year for at least 15 years in the Adult Education Program shall receive a longevity stipend of \$0.50 applied to his/her hourly rate.
- 14.5.1.3      \$0.50 at Twenty Year of Service  
Any instructor who has taught for at least one semester per school year for at least 20 years in the Adult Education Program shall receive a longevity stipend of \$0.50 applied to his/her hourly rate.
- 14.5.1.4      \$0.50 at Twenty-five Years of Service  
Any instructor who has taught for at least one semester per school year for at least 25 years in the Adult Education Program shall receive a longevity stipend of \$0.50 applied to his/her hourly rate.

**ARTICLE XV**  
**EFFECT OF AGREEMENT**

- 15.1    It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures, administrative regulations, and over Federal and State laws to the extent permitted by such laws and that in the absence of specific provisions in this agreement such practices are discretionary. This agreement contains all the agreements between the parties, written or implied.

**ARTICLE XVI**  
**COMPLETION OF MEET & NEGOTIATE**

- 16.1    During the term of this agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

**ARTICLE XVII**  
**SAVINGS**

- 17.1 If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be null and void except to the extent permitted by law, but all other provisions will continue in full force and effect. Should a provision be deemed invalid, the District shall reinstitute any benefit reduced or eliminated up to the extent provided in the contract, so long as the reinstitution is allowable under law or the court decision.

**ARTICLE XVIII**  
**TERM/REOPENERS**

- 18.1 Term: This Agreement is effective July 1, 2007 and will remain in force and effect through June 30, 2010 and thereafter, until an agreement is reached on a successor contract.
- 18.2 Re-openers: There shall be no re-openers for 2008-2009. Re-openers for 2009/10 shall be limited to salary, health and welfare benefits, and two articles of each party's choice.
- 18.3 Successor Agreement: The Union shall make every effort to present its successor contract proposal by no later than May 1<sup>st</sup>, 2010.

The balance of the parties' July 1, 2004 – June 30, 2007 collective bargaining agreement shall remain status quo for the successor contract term of July 1, 2007 through June 30, 2010.

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_

Typed Name: MARK HEAUSER  
Title: President, Board of Trustees

Date: October 10, 2007

AMERICAN FEDERATION OF TEACHERS - LOCAL 2267

By: \_\_\_\_\_

Typed Name: LISA STINE  
Title: AFT-Local 2267 District Representative

Date: October 10, 2007



**APPENDIX A**  
**SALARY SCHEDULE**  
*Effective July 1, 2007*

CLASS	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
STEP				
1	\$25.45	\$26.33	\$27.25	\$28.59
2	\$26.10	\$26.99	\$27.94	\$29.16
3	\$26.73	\$27.66	\$28.64	\$30.04
4	\$27.42	\$28.36	\$29.35	\$30.78
5	\$28.10	\$29.08	\$30.10	\$31.56

KEY TO CLASSIFICATIONS

CLASS I .....ADULT EDUCATION CREDENTIAL  
CLASS II ..... ADULT EDUCATION CREDENTIAL AND B.A.  
CLASS III .....ADULT EDUCATION CREDENTIAL AND B.A. + 30 UNITS  
CLASS IV .....ADULT EDUCATION CREDENTIAL AND B.A. + 45 UNITS

LONGEVITY INCREMENTS

STEP 10 - \$0.50/hour additional  
STEP 15 - \$0.50/hour additional  
STEP 20 - \$0.50/hour additional  
STEP 25 - \$0.50/hour additional  
*(Longevity increments are cumulative)*

**APPENDIX B  
EVALUATION AND OBSERVATION FORMS**

*Nevada Joint Union High School District*

**Observations**

Staff Member \_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Course \_\_\_\_\_

Objective(s) or activities:

Description of Activities Observed:

General Observations:

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Signature of Staff Member

**THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE FIVE (5) WORKING DAYS  
FROM THE RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED, WRITTEN COMMENTS YOU WISH WHICH  
WILL BE ATTACHED TO THIS DOCUMENT AND PLACED IN YOUR PRIMARY PERSONNEL FILE.**

*Nevada Joint Union High School District*

**Evaluation of Teacher Performance**

Staff Member \_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_

Check one: Temporary \_\_\_\_\_

First year Probationary \_\_\_\_\_

Second Year Probationary \_\_\_\_\_

Permanent \_\_\_\_\_

Summary of Attainment of Objectives:

Summary of Observations

Overall Evaluation

Preparation and Planning:

Command of the Subject Matter:

Classroom Control:

Commendations/Recommendations:

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Signature of Staff Member

**THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE FIVE (5) WORKING DAYS FROM THE RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED, WRITTEN COMMENTS YOU WISH WHICH WILL BE ATTACHED TO THIS DOCUMENT AND PLACED IN YOUR PRIMARY PERSONNEL FILE.**