



Master Contract
Between the
Imperial Unified
School District
and the
Imperial Teachers'
Association

For 2023-2026

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ARTICLE 1) -- AGREEMENT

- 1.1 The Board of Trustees of the Imperial Unified School District of Imperial County, State of California (the "District"), and the Imperial Teachers' Association/CTA/NEA (the "Association") agree that the Articles contained in this Agreement constitute a bilateral and binding agreement between the parties pursuant to the Educational Employment Relations Act (Government Code section 3560 et seq.)
- 1.2 Either party may request negotiation for the purpose of reopening matters dealing with compensation and fringe benefits and two (2) other articles of each party's choice during the 2024-2025 and 2025-2026 school years covered by the term of this Agreement. Initial proposals will be submitted to the Governing Board by the Association by October 1 of the year in which the negotiations are intended to take place.
- 1.3 This Agreement shall remain in effect and in full force upon the first day following final ratification by the District. The Agreement shall expire on June 30, 2026, unless extended.
- 1.4 The express terms and conditions of this Agreement shall supersede any rules or regulations of the District to the extent that such rules or regulations may be inconsistent with the express terms and conditions of this Agreement.
- 1.5 Unit members and the District agree that they will not negotiate contracts of employment inconsistent with the express terms of this Agreement.
- 1.6 Upon expiration of this Agreement, the terms and conditions prescribed by law will remain in effect during the negotiation of a successor Agreement.
- 1.7 In any year in which this Agreement is scheduled to expire, if neither party notifies the other by November 15 of its intention to negotiate a successor Agreement, this Agreement shall automatically be extended for one year on the same terms and conditions as those existing on the date the Agreement would have otherwise expired.

ARTICLE 2) -- UNIT DESCRIPTION

2.1 The bargaining unit represented by the Association includes: all probationary and regular certificated employees employed in positions requiring certification qualifications to include Career Technical Education (CTE)/Regional Occupational Program (ROP) Teachers.

2.2 The bargaining unit represented by the Association excludes:

Certificated management and supervisory personnel in existing or newly created positions, including: the Superintendent; Assistant Superintendent, Director of Curriculum/Instruction and Projects; Director of Special Education/District Psychologist, School Psychologists, Behavior Specialists, Speech Language Pathologists, and all school site Principals and Assistant school site Principals.

ARTICLE 3) -- NEGOTIATION PROCEDURES

- 3.1 Negotiations shall take place at mutually agreeable times and places alternating equally between time during the work day and time outside the work day. The Association may designate up to a maximum of three members of its bargaining team who are members of the unit and who shall receive released time without loss of compensation during periods in which negotiations occur during the work day.
- 3.2 If upon the request of either or both parties, the PERB should declare impasse, up to three teachers on the Association negotiations team shall receive release time to participate in mediation sessions which are scheduled during the work day.
- 3.3 Either party may utilize the services of outside consultants in negotiations sessions.
- 3.4 Any modification of this Agreement shall be made only by a written instrument duly executed by a representative of each party.
- 3.5 Any tentative agreement to modify or replace this Agreement must be reduced to writing and executed by a representative of each party.
- 3.6 The District agrees to provide each teacher with a copy of this new Agreement.

ARTICLE 4) -- DISTRICT RIGHTS

- 4.1 The District retains all rights and powers conferred upon it by law, including the right to manage the school system, to establish and control its budget, to schedule and direct the work of its employees, to set the hours of instruction and schedule the work activities of its employees during any day in which teachers are required to be present, to determine its organization, to establish curriculum content, to hire, promote, transfer, assign, discharge or retain teachers, to determine the times, places and hours of operation, to determine the methods, means and personnel required and kinds and levels of services to be provided, to contract out or transfer unit work out of the unit so long as this does not result in the layoff of any certificated employee, except as any of the above rights are expressly limited by the terms of this Agreement. The parties expressly agree that no term of this Article shall be construed to be inconsistent with this Agreement.

ARTICLE 5) -- ASSOCIATION RIGHTS

- 5.1 The Association shall have the reasonable use of the teachers' school site mailboxes for the purpose of communicating with unit members, provided that materials placed in mailboxes include the name of the Association and date and provided that one copy of Association materials to be placed in mailboxes is previously provided to the appropriate school site principal. The Association is responsible for the content of all materials the Association submits for placement in mailboxes.
 - 5.1.1 Mail to different school sites will be placed for delivery to that site by the building representative for that particular school site.
 - 5.1.2 Mail to Westside School and the Continuation High School will be mailed or hand delivered.
- 5.2 The Association shall have the reasonable use of District facilities at reasonable times for the purpose of meetings concerning negotiations, grievance processing, and/or Association business related to activities pursuant to its responsibilities under the EERA, provided that permission is requested and received from the site principal or Superintendent, as appropriate in advance of such use, on a form designated by the District, and the use does not interfere with the educational process or a previously scheduled use, repair or maintenance of the facility, or for some other reason use of the facility on the requested date or time would not be feasible.
- 5.3 The Association shall have the reasonable use of District duplicating equipment for the purpose of negotiating or enforcing this Agreement at reasonable times when this equipment is not in use by the District, when prior permission has been granted by the site administrator in charge or the Superintendent, as appropriate, and provided that the Association promptly pays all costs for duplication of materials.
- 5.4 The District will designate all or a specified portion of a bulletin board in the faculty lounge at each school site for use by the Association, provided that all items placed on the bulletin board are dated, bear the signature of an authorized officer of the Association and a copy has been provided to the site principal prior to posting it on the bulletin board.
- 5.5 The Association shall have the right of access at reasonable times to areas in which employees work, for the purpose of conducting ITA business, provided that no such business is conducted in work spaces during work time.
- 5.6 The District shall place a copy of the agenda of its regular or special meetings along with all back up material not involving closed session items and a copy of

the minutes of its meetings in the inter-District mail to the ITA president when such items are normally distributed.

- 5.7 If the District assembles all members of the bargaining unit in a central location on orientation day at the commencement of the school year, the District will permit the Association to address the teachers for up to one hour before teachers are disbursed to their school sites.
- 5.8 ITA will hold its general membership meetings on the fourth Wednesday of each working month. If the fourth Wednesday falls on a holiday or non-teaching day, the meeting will be held on the first work day of the fourth week. Except in an emergency, all unit members shall be permitted but not required to leave their respective buildings as soon as their responsibilities related to the health and welfare of the children are completed and they have completed their work day, but not sooner than 3:15 p.m.
- 5.9 When a unit member requests representation by a member of the Association to attend a meeting during the school day with a District administrator, and it is reasonably foreseeable that discipline may be imposed as a result of the meeting, the Association representative will be given released time for the purpose of attending the meeting.
- 5.10 The District will provide one complete copy of the Board Policy Manual to the Association president upon final ratification of this Agreement.

ARTICLE 6) -- EMPLOYEE RIGHTS

- 6.1 Public school employees have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations as well as the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relationships with the employer, except to meet and negotiate individually with the employer. Any employee may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association as long as the adjustment is reached prior to arbitration; the adjustment is not inconsistent with the terms of this Agreement; and provided that the District shall not agree to a resolution of the grievance until the Association president has received a copy of the grievance, the District's proposed resolution, and been given an opportunity to file a response.
- 6.2 Pursuant to Education Code section 44808, notwithstanding any other provisions of the Education Code, no school district, city or county board of education, county superintendent of schools, or any officer or employee of such district or board shall be responsible or in any way liable for the conduct or safety of any pupil of the public schools at any time when such pupil is not on school property, unless such district, board, or person has undertaken to provide transportation for such pupil to and from school premises, has undertaken a school-sponsored activity off the premises of such school, has otherwise specifically assumed such responsibility or liability or has failed to exercise reasonable care under the circumstances. In the event of such a specific undertaking, the district, board, or person shall be liable or responsible for the conduct or safety of any pupil only while such pupil is or should be under the immediate and direct supervision of an employee of such district or board.
- 6.3 The District shall defend and indemnify all unit members for liability for acts performed within the scope of their employment upon the terms and conditions prescribed in Government Code section 900 et seq.
- 6.4 The District and the Association shall cooperate in their mutual efforts to provide all students and employees a safe, secure, and healthful school environment in which to live and work.

ARTICLE 7) -- DUES DEDUCTION AND AGENCY FEE

- 7.1 ITA shall have the right to have membership dues, initiation and agency service fees deducted for unit members.
- 7.2 The District shall deduct, in accordance with the ITA Dues Fee Schedule provided to the District, dues from the wages of all unit members who are members of ITA on the date of final ratification of this Agreement, and who have submitted voluntary dues deduction authorization forms to the District.
- 7.3 The District shall deduct dues, in accordance with the ITA Dues Fee Schedule, from the wages of all unit members who, after the date of final ratification of this Agreement, become members of the ITA and submit voluntary dues deduction authorization forms.
- 7.4 All unit members who are not ITA members and who elect not to initiate a voluntary dues deduction authorization form shall pay an agency service fee to the ITA. The agency service fee must not support ITA activities beyond ITA's representational obligations, and shall not exceed the amount allowed by current law. Any dispute between a unit member and ITA over the amount of the agency service fee must be expedited and handled consistent with current law. Such agency service fee may be paid by submitting a voluntary agency service fee deduction authorization form to the District, by direct payment by the employee to ITA, or by involuntary deduction from wages, which is the sole remedy under this Agreement for failure to voluntarily pay the agency service fee.
- 7.5 ITA shall comply with the following:
- 7.5.1 Dues Year and Fiscal year
- (1) ITA shall notify unit members and the District of the dates of its fiscal year and its dues year.
- 7.5.2 Annual Notice to Non-members
- 7.5.2.1 Prior to the commencement of any payment of an agency service fee, including involuntary payroll deduction of the agency service fee, ITA shall mail to all non-members an "Agency Service Fee Explanation and Notice of Right to Challenge," which shall be consistent with current law including any applicable regulations and decisions of the PERB.
- 7.5.3 Filing of Challenges

7.5.3.1 Non-members who wish to challenge the amount of the agency service fee may do so in a manner consistent with applicable law.

- 7.6 New unit members, within ninety (90) days from the commencement of actual employment, must submit a dues or agency service fee voluntary deduction authorization form, or shall pay an amount not to exceed the amount allowed by current law directly to the ITA. Failure to do either shall result in involuntary deduction from wages, which is the sole remedy under this Agreement for failure to voluntarily pay the agency service fees. No involuntary deduction shall occur unless the requirements in paragraphs 7.4 and 7.5 have been completed.
- 7.7 Notwithstanding any other provision of this article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such unit member is required, in lieu of payment of dues or agency service fee to ITA, to pay an amount no greater than the current ITA dues to any non-religious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. A District Scholarship Fund account will be maintained for this purpose. Proof of payment to any fund shall be made on an annual basis to the ITA.
- 7.7.1 Any dispute over the eligibility of a unit member under this Provision 7.7 shall be resolved at any step in the following manner: (1) investigation by ITA; (2) meeting(s) between ITA and unit member; (3) meeting(s) involving the District, ITA and the unit member; and (4) the Grievance Procedure of this Agreement.
- 7.8 The Association shall fully indemnify and hold harmless the District from any claims, demands arbitrations or lawsuits arising out of the provisions of this Article, including the agency service fees provision, to include the payment of all attorneys' fees and costs. The District agrees to notify the Association in writing within thirty days after receipt of any written claims, demands, or lawsuits arising out of or from the provisions of this Article. Upon written request from the Association, the District will consult with the Association about the defense of any written claims, demands, or lawsuits. If a settlement offer is made by anyone filing a claim, demand, or lawsuit, and the Association requests that the District accept the settlement offer, the District shall accept the settlement offer if it does not adversely affect the District. In addition to any other remedies available, if ITA fails to pay any costs, to completely indemnify and/or to pay the District's attorneys' fees and costs incurred in the defense of any action based upon the provisions contained in this Article, within thirty (30) days of notice to ITA of such

obligation, the District may unilaterally cease to comply with any obligations contained in 7.4, 7.5, 7.6 and 7.7 of this Article.

ARTICLE 8) -- GRIEVANCE PROCEDURES

8.1 DEFINITIONS:

8.1.1 A "grievance" is a written allegation by a member of the bargaining unit or the Association alleging that one or more unit members have been adversely affected by a violation, misinterpretation or misapplication of some specific provision or provisions of this Agreement or a Board Policy.

8.1.2 A "grievant" is a member of the bargaining unit who files a grievance or the Association which files a grievance on behalf of a member or members of the bargaining unit.

8.1.3 A "representative" is any unit member, designated employee or legal counsel who participates in the grievance procedure.

8.1.4 A "day" is any day in which the District office is open for business.

8.1.5 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant, who has been designated by the Superintendent to adjust grievances.

8.2 GENERAL PRINCIPLES:

8.2.1 No grievance shall be processed through these procedures which involves the content of an evaluation. Violations of negotiated evaluation procedures may be grieved. No grievance shall be processed through these procedures by any grievant who pursues any other available legal remedy with an agency or judicial body that accepts jurisdiction, unless agreed to by the District. If such an agency or judicial body does not accept jurisdiction, the time limit for filing a grievance begins on the date of receipt of notification of rejected jurisdiction unless the reason for the rejection is for failure to timely file the claim.

8.2.2 A formal grievance must be presented on a form mutually agreed to by the parties and shall include:

8.2.2.1 A description of the specific grounds of the grievance including names, dates and places necessary for a complete understanding of the grievance;

- 8.2.2.2 Citations to the exact provision(s) of this Agreement or Board Policy which are alleged to have been violated, misinterpreted or misapplied;
 - 8.2.2.3 A list of the specific action(s) requested of the District which will constitute a complete remedy to the grievant; and
 - 8.2.2.4 At levels beyond the informal level, a listing of what the grievant considers inappropriate or incorrect about the administrative written response provided at the prior level.
 - 8.2.2.5 No grievance can be submitted to arbitration except by authorization of the Association.
- 8.2.3 Any employee may present grievances relating to a contract dispute to the District and have such grievances adjusted or resolved with or without the intervention of the Association at the unit member's election, so long as the adjustment or resolution occurs prior to arbitration as provided for under the EERA; it is not inconsistent with the terms of this Agreement; and the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 8.2.4 If several employees wish to file a grievance based upon an identical alleged contract violation, misapplication or misinterpretation, and such alleged act was perceived as being committed by the same person, the allegedly aggrieved parties may file a common grievance.
- 8.2.5 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Association agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, or loyalty or desirability to the organization. Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination or reprisal.

- 8.2.6 Failure by the Administration to adhere to decision deadlines constitutes the right of the grievant to appeal automatically to the next step upon notice at the next step that the administrator failed to timely respond. If the administrator determines not to respond and so notifies the grievant, the grievant may then appeal to the next step even though the applicable timeline has not expired. Failure of the employee to adhere to the submission deadlines shall mean that the employee is satisfied with the latest decision, and that any right to further appeal is waived. Time limits may be extended by mutual agreement when signed by both parties. Time limits will be automatically extended during winter and spring breaks. The parties may agree in writing to extend a time limit for any reason.
- 8.2.7 When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the Superintendent. Failure to comply with time limits or to attend mutually scheduled meetings to discuss or hear the grievance shall be deemed a termination of the grievance. The grievant shall provide requested information at the grievant's disposal relating to the subject matter of the grievance. Failure or refusal to provide the requested information shall result in exclusion by the arbitrator of the information or any document or testimony referencing such information.
- 8.2.8 Before filing a formal written grievance on the appropriate form agreed upon by the District and the Association, the unit member shall attempt to resolve the grievance in an informal conference with the grievant's immediate supervisor.
- 8.2.9 If a grievance arises from action or inaction on the part of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent at Level II.
- 8.2.10 Either party may have a representative present at any step in this procedure.
- 8.2.11 Once a completed grievance form has been filed, it shall not be amended.
- 8.2.12 A grievance involving multiple alleged violations of the contract for which one solution is requested shall be consolidated into a single grievance at the election of the District.
- 8.2.13 At all levels, the District shall provide copies of all grievance forms filed and all resolutions or decisions to the grievant and the Association.

- 8.2.14 The District shall not take reprisals against any member of the bargaining unit solely because such member filed a grievance or participated in the processing of a grievance.
- 8.2.15 All grievance forms and any attachments thereto shall be filed in a separate grievance file from the permanent personnel file of the grievant.

ARTICLE 9) -- STEPS IN THE GRIEVANCE PROCEDURE

9.1 Informal: An employee who believes he/she has a grievance shall present the grievance in a brief, written, dated statement to the immediate supervisor. This shall be accomplished within twenty-five (25) days after the alleged violation giving rise to the grievance occurred. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within five (5) working days after presentation of the grievance. It is the intent of this informal step that at least one (1) personal conference be held between the allegedly aggrieved employee and the immediate supervisor. Upon request by the employee, the resolution, if any, shall be placed in writing.

9.2 Step 1: Immediate Supervisor Level:

If the grievance is not settled during the informal discussion and the employee wishes to initiate the formal procedure, Step 1 shall be undertaken within five (5) days after the decision of or lack of response by the immediate supervisor at the informal level. The written grievance shall be filed with the grievant's immediate supervisor (if not the Superintendent) on the Grievance Report Form attached at Appendix A. Within five (5) days of receiving the grievance, the immediate supervisor shall hold a meeting with the grievant and any representative(s), and within ten (10) days will render a decision. The Grievance Report Form contained at Appendix A shall be utilized to record steps 1 through 3 of the grievance procedure.

9.3 Step 2 Superintendent Level:

9.3.1 A grievant may appeal the decision from Step 1 to the Superintendent or designee if the Superintendent is not the immediate supervisor within five (5) days after receipt of the Step 1 decision. The appeal shall be presented in writing on the District form together with a copy of any materials submitted at Step 1. The grievant will specify why any decision at Step 1 was unsatisfactory. The Superintendent or designee shall confer with the grievant within ten (10) days after receipt of the appeal, and shall render a written decision within seven (7) days after the conference.

9.4 Step 3 Governing Board Level:

9.4.1 If not satisfied with the Superintendent's decision, the grievant may appeal the decision to the Governing Board, in writing, within ten (10) days after the receipt of the Superintendent's decision. A copy of the appeal shall be furnished to the Superintendent and the Association.

9.4.2 Upon receipt of the appeal, the Superintendent shall furnish, within ten (10) days, a full report to the Governing Board. This report shall include the statement of grievance and other pertinent material.

9.4.3 The Governing Board shall consider the appeal at its next regularly scheduled meeting and render its decision, in writing, within fifteen (15) days thereafter to the grievant and the Association. Either the grievant or the Governing Board may request a meeting.

9.5 Step 4: Arbitration:

9.5.1 In the event that the grievant is not satisfied with the decision at Step 3, the Association may, within ten (10) days of receipt of the Board's decision, submit a written request to the Superintendent requesting that the grievance be submitted to a neutral arbitrator. Such request shall be accompanied by a written statement from the Association agreeing to take the grievance to arbitration. Failure to submit the request within ten (10) days shall constitute the withdrawal of the grievance.

9.5.2 The Association shall notify the American Arbitrations Association "AAA" and request a list of arbitrators. All lists from the AAA shall contain only names of neutrals who are members of the National Academy of Arbitrators and who have issued at least five arbitration decisions since 1976 involving public school employers in California. The arbitrator shall be selected from a panel under the rules of the AAA in effect at the time of the demand for arbitration.

9.5.3 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be subject to the following conditions:

9.5.3.1 The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement, but shall determine only whether or not there has been a violation of a specific term of this Agreement as complained of by the grievant.

9.5.3.2 The arbitrator shall have no power to establish salary structures.

9.5.3.3 The arbitrator shall not consider any issue raised by the grievant unless it was raised by the grievant or the District at an earlier step in the grievance procedure.

- 9.5.3.4 The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- 9.5.3.5 The arbitrator shall have no authority to issue an award regarding a grievance initiated before the commencement of or after expiration of the term of this Agreement.
- 9.5.3.6 The decision of the arbitrator shall be submitted to the District and to the Association and shall be final and binding upon the grievant, the Association and the District.
- 9.5.3.7 Fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Unless the parties agree to share equally both the cost of a court reporter and the cost of preparing a copy of the transcript for each party, a copy of the transcript will be provided only to the party who requests the services of a court reporter and is responsible for paying the costs for those services.
- 9.5.3.8 By mutual agreement of the parties, any grievance may be processed in accordance with the expedited labor arbitration procedures of the AAA in effect at the time a demand for arbitration is made.

ARTICLE 10) -- DISCIPLINE PROCEDURE

- 10.1 This Article was entered into pursuant to Government Code section 3543.2(b). This Article does not apply to the termination of any permanent teacher and does not apply to the implementation of Education Code sections 44939, 44940, 44941 and 44942, any amendments to those Sections, or to any successor laws of those Sections.
- 10.2 An employee in the bargaining unit may be disciplined by the District for just cause. For purposes of this Article, the term "discipline" shall be limited to suspension without pay for up to and including fifteen (15) days and loss of extra duty compensation during the period of the suspension. The discipline imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the employee. A written reprimand generally shall precede a discipline under this Article except in cases of serious misconduct. Such written reprimand shall include direction(s) or suggestion(s) for corrective action.
- 10.3 Prior to the taking of discipline, the Superintendent or designee shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least ten (10) work days prior to the date when discipline may be imposed. In cases of serious misconduct where it is deemed appropriate to remove the employee immediately, the employee may continue to be paid the regular salary during the period of suspension if the employee furnishes to the District a suitable bond, or other security acceptable to the District, as a guarantee that the employee will repay to the District the amount of salary paid to the employee during the period of suspension in the event that the discipline is upheld pursuant to the provisions of this Article. The term serious misconduct does not include the use of reasonable physical force by a teacher against a student in self-defense, or reasonable physical force by a teacher against a student in a reasonable attempt to restrain or direct such student. The term serious misconduct does include the use of unreasonable physical force by a teacher against a student. Loss of compensation in all cases may occur after the tenth (10th) work day following the date written notice was served. The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:
- 10.3.1 A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed disciplinary action is based.
- 10.3.2 The specific disciplinary action proposed and effective date(s).
- 10.3.3 The cause(s) or reason(s) for the specific disciplinary action proposed.

10.3.4 A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.

10.3.5 The unit members shall have the following rights:

The right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) work days following the date the written notice was served. Nothing contained herein shall prohibit the introduction of evidence at any hearing which may be requested pursuant to this Article.

The right, upon request, to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the ten (10) work days following the date the written notice was served. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.

The right, upon written request, to a full evidentiary hearing before an arbitrator. The proposed disciplinary action may commence after the ten (10) work days following the date the written notice was served. No evidentiary hearing will be held unless a written demand for such a hearing is delivered to the Superintendent within ten (10) work days after the date that the written notice of proposed disciplinary action was served.

10.4 The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within ten (10) work days of the written notice of proposed disciplinary action. In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for hearing demand has expired. The procedure in this provision shall be the sole procedure to be utilized by an employee or the Association. The grievance procedure in this Agreement is not applicable to this Article.

10.4.1 The full evidentiary hearing shall be conducted before an arbitrator. An arbitrator shall be selected pursuant to the Voluntary Labor Arbitration rules of the American Arbitration Association, and the hearing shall be conducted under those rules.

10.4.2 The employee shall have the right to appear in person on the employee's own behalf, or at the employee's option, to appear and be represented by the Association or counsel.

- 10.4.3 Fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Unless the parties agree to share equally both the cost of a court reporter and the cost of preparing a copy of the transcript for each party, a copy of the transcript will be provided only to the party who requests the services of a court reporter and is responsible for paying the costs for those services.
- 10.4.4 The decision by the hearing officer shall be final and binding on the District, the Association and the employee.

10.5 With respect to probationary employees, the following provisions shall apply:

10.5.1 The parties acknowledge that probationary employees may also be dismissed or suspended without pay under the provisions of Education Code Section 44948.3. Nothing in this Article shall be construed to limit such right to dismiss or suspend. Among the reasons that may be deemed sufficient by the District to dismiss or suspend without pay such probationary employees are:

- (1) Unsatisfactory performance determination pursuant to the Stull Act (Education Code Sections 44660, et seq.);
- (2) Cause, as defined in Education Code Section 44932.

10.5.2 The District Superintendent or designee shall give thirty (30) days prior written notice of dismissal not later than March 15 in the case of second-year probationary employees. Notice of the suspension shall include a statement of the reasons for the suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.

10.5.3 If the notice of dismissal or suspension is given, the employee shall have fifteen (15) days from receipt of the notice of dismissal or suspension to submit to the Board of Education a written request for a hearing. The failure of an employee to request a hearing within fifteen (15) days from receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing. The hearing provided shall constitute the hearing on the dismissal or suspension. However, the arbitrator's decision shall constitute a recommendation to the Board of Education and shall be advisory only.

ARTICLE 11) -- COMPLAINT PROCEDURES

- 11.1 This Article shall apply only to written complaints against a unit member by a parent or guardian of a District pupil.
- 11.2 Complaints about employees shall first be made to the Immediate Supervisor.
- 11.3 Complaint to the Immediate Supervisor:
 - 11.3.1 A complaint to the Immediate Supervisor concerning an employee of the District shall be submitted in writing. The written complaint shall set forth in detail all of the facts upon which the complaint is based including but not limited to names, dates and other specific details and shall be signed and dated by the complainant. The Immediate Supervisor shall call the Superintendent or designee the day the written complaint is filed to apprise the Superintendent of the filing of a written complaint. Oral complaints and anonymous complaints shall not be processed pursuant to these procedures.
 - 11.3.2 It is strongly recommended that each written complaint be filed immediately and no later than five (5) school days after the date of the incident that resulted in the complaint. Prompt complaints facilitate an appropriate and satisfactory resolution. Although immediate reporting of a complaint is strongly recommended, if necessary a complaint may be filed later than five (5) days after the date of the incident that resulted in the complaint.
 - 11.3.3 Each written complaint shall be reviewed by the Immediate Supervisor. After reviewing the complaint, the Immediate Supervisor shall take the following steps:
 - 11.3.3.1 Request that the parent/guardian meet with the Immediate Supervisor to discuss the complaint. The Immediate Supervisor may request that the pupil of the parent/guardian who filed the complaint be present during part or all of this meeting;
 - 11.3.3.2 Meet with the employee to notify the employee of the complaint, provide the employee with a copy of the complaint, and to discuss the complaint with the employee; and
 - 11.3.3.3 Meet with any other person the Immediate Supervisor deems appropriate to discuss the complaint.

11.3.3.4 After reviewing the complaint, meeting with the employee and requesting to and/or meeting with the complainant, the Immediate Supervisor may request that the complainant meet with the Immediate Supervisor with or without the employee to attempt to resolve the complaint.

11.3.3.5 After following the procedures set forth in paragraph 11.3 above, the Immediate Supervisor shall forward to the complainant, the employee, and the Superintendent a recommended written resolution to the complaint. The Immediate Supervisor shall complete and forward the recommended resolution to the complainant, the employee, and the Superintendent within fifteen (15) school days after the date the complainant filed the written complaint.

11.4 Complaint to the Superintendent.

11.4.1 If the complainant is not satisfied with the response of the Immediate Supervisor, the complainant may file the complaint with the Superintendent. The complainant shall specify in writing why the response of the Immediate Supervisor is not satisfactory and what resolution the complainant is seeking. A complaint filed with the Superintendent shall be filed no later than ten (10) school days after the date the Immediate Supervisor signed the recommended resolution.

11.4.2 The Superintendent shall take the following action:

11.4.2.1 Request that the parent/guardian meet with the Superintendent to discuss the complaint.

11.4.2.2 Meet with the employee and the Immediate Supervisor to discuss the complaint.

11.4.2.3 Meet with any other person the Superintendent deems appropriate to discuss the complaint.

11.4.2.4 After reviewing the complaint, meeting with the complainant, the employee, and the Immediate Supervisor, the Superintendent may request that the complainant meet with the Superintendent and the Immediate Supervisor with or without the employee to attempt to resolve the complaint.

11.4.2.5 The Superintendent shall forward to the complainant and the employee a recommended resolution to the complaint within

fifteen (15) school days after the date the complainant filed the complaint with the Superintendent.

11.5 Complaint to the Governing Board.

- 11.5.1 If the complainant is not satisfied with the response of the Superintendent, the complainant may file the complaint with the Governing Board. A complaint filed with the Governing Board shall be filed no later than ten (10) school days after the date the Superintendent signed the recommended resolution. The complainant shall submit to the Governing Board a copy of the written complaint and Immediate Supervisor=s written resolution that was submitted to the Superintendent and a copy of the recommended resolution of the Superintendent. The complaint to the Governing Board shall be filed with the Superintendent who shall forward the complaint to the Governing Board along with a written report of the Superintendent=s findings concerning the complaint.
- 11.5.2 The Governing Board retains sole discretion to decide whether or not to hold a meeting regarding the complaint. If the Governing Board decides to hold a meeting regarding the complaint, such meeting shall be held within thirty (30) school days after the complaint is filed with the Governing Board. The Governing Board may extend the above period if appropriate or necessary.
- 11.5.3 The Superintendent shall provide the complainant and the employee with notice of no less than five (5) school days of the time, date and place of any meeting of the Governing Board regarding the complaint. The Governing Board shall request that the complainant and employee attend the meeting.
- 11.5.4 The meeting shall be held in closed session unless the employee requests in writing at least three (3) school days prior to the date of the meeting that it be held in a public session. The complainant and the employee shall both have an opportunity to attend and to speak at the meeting. The complainant shall have the opportunity to speak first. The Governing Board may question the complainant and the employee. The Governing Board also may request other persons to attend and speak during this meeting.
- 11.5.5 The Governing Board shall prepare a written response to the complaint. The written response shall be forwarded to the complainant and the employee within thirty (30) school days after the conclusion of the meeting

before the Governing Board. The Governing Board may extend the above period if appropriate or necessary. The decision of the Governing Board shall be final and binding.

- 11.5.6 If the complainant appeals to the Superintendent or the Governing Board, and the Superintendent or the Governing Board determines that a written complaint is without merit, no reference to that written complaint will be placed in the unit member's personnel file or the unit member's performance evaluation, and the complaint will not be utilized as cause for discipline against the unit member.

ARTICLE 12) -- PERSONNEL FILES

- 12.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which: 1) were obtained prior to the employment of the person involved, 2) were prepared by identifiable examination committee members, or 3) were obtained in connection with a promotional examination. Personnel files shall be confidential and every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 12.2 Information of a derogatory nature, except for information listed in the three numbered phrases in the paragraph immediately above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Such notice shall allow ten (10) working days for review and comment. A unit member shall have the right to enter and have attached to any such derogatory information, his/her comments thereon. Review of any derogatory information may take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- 12.3 If an employee disagrees with materials or the contents of materials to be placed in the employee's personnel file, the employee may prepare a written statement within ten (10) working days of knowledge of the placement of the materials in the file and the statement, not to exceed 15 pages, will be attached to the materials in the personnel file.
- 12.4 Upon written authorization by the unit member, and in the presence of the unit member, a representative of the Association shall be permitted to inspect and/or obtain copies of documents contained in a unit member's personnel file.

ARTICLE 13) -- EVALUATION

13.1 The District shall evaluate and assess employee competency as it reasonably relates to:

13.1.1 The progress of pupils toward the standards of expected student achievement at each grade level in each area of study;

13.1.2 The instructional techniques and strategies used by the employee;

13.1.3 The employee's adherence to curricular objectives;

13.1.4 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities;

13.1.5 Additional evaluation and assessment guidelines or criteria related to an employee's assignment, job description, adjunct duties or job responsibilities;

13.1.6 The evaluation and assessment of employee competence pursuant to the Stull Act Evaluation Procedure shall not include the use of publisher's norms established by standardized tests.

13.2 Times Of Evaluation:

13.2.1 Every probationary member of the unit shall be evaluated at least once each year.

13.2.2 Every permanent member of the unit shall be evaluated by the Superintendent and/or his designee in writing at least once every two (2) years, no later than April 30 of the year in which the evaluation takes place. Additional evaluations may take place in alternate years as deemed necessary by the Superintendent or his designee.

13.3 Observations And Conferences:

13.3.1 All probationary unit members shall receive an individual pre-evaluation conference by September 30.

13.3.2 Regular unit members shall receive a pre-evaluation conference either individually or in a group or groups.

13.3.3 Observations of a member of the unit shall be made by an administrator. Probationary teachers shall be observed by the Superintendent and/or his designee in writing at least two (2) times each school year, the first observation to occur no later than December 15, and the second observation to occur no later than April 30, and such observations must be 30 minutes in length. There shall be at least two (2) weeks between observations. Permanent unit members shall be observed by the Superintendent and/or is designee in writing at least once during an evaluation year, and such observation must be 30 minutes in length and must occur no later than April 30.

13.3.4 A written report of any observation for probationary or permanent members made shall be given to the teacher by the end of the fifth week working day after an observation.

13.3.5 A conference may be requested by the Superintendent or his designee or by the unit member regarding the observation. A written summary of any conference shall be given to the unit member.

13.3.6 A rebuttal to either the observation or to the conference may be made by the unit member within ten (10) working days after receipt of said report.

13.4 Unsatisfactory Evaluations:

13.4.1 Any member of the unit who receives a "Needs improvement" or "Unsatisfactory" on Teaching Performance Evaluation shall, upon written request within ten (10) working days, be entitled to a subsequent observation, conference, and written evaluation. During this ten (10) working day period, the evaluation and supporting documents shall not be placed in the teacher's permanent file. If written request is made for an additional evaluation and that evaluation does not indicate a "Needs Improvement" or "Unsatisfactory," the first evaluation and supporting documents shall not be placed in the teacher's permanent file.

13.4.2 The evaluation shall include, if applicable, recommendations as to areas of improvement needed in performance. If performance is rated as unsatisfactory or needs improvement, the evaluation shall also specify in what areas performance is unsatisfactory or needs improvement, make specific recommendations for improvement, and endeavor to assist the employee to improve performance in the identified areas.

When any permanent certificated employee has received an unsatisfactory evaluation, the District shall annually evaluate the employee

until the employee achieves a positive evaluation or is separated from the District.

- 13.4.3 An unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District. If an employee is required to participate in such a program, the program shall relate to the unsatisfactory rating, and the District shall reimburse the employee for any tuition or cost required by the program.
- 13.5 The District may adopt or modify evaluation forms as long as the Association is given a reasonable opportunity for input.
- 13.6 The immediate supervisor, or other designated administrator shall be the designated evaluator.
- 13.7 The District may conduct additional evaluations, observations, or assessments within its discretion.
- 13.8 The evaluation of members of the unit, except for the alleged violation of the procedural matters, shall not be subject to the grievance procedure.

ARTICLE 14) -- NONDISCRIMINATION

- 14.1 Neither the District nor the Association shall discriminate against any member of the bargaining unit on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex (including sexual orientation), age, political affiliation, residence, or membership and/or participation in an employee organization as defined by the EERA.
- 14.2 Neither the District nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discrimination against members of the bargaining unit, or otherwise to interfere with, restrain, or coerce unit members employees because of their exercise of rights guaranteed by the EERA.

ARTICLE 15) -- ACADEMIC FREEDOM

- 15.1 The District and the Association recognize the right of unit members to academic freedom in the exercise of their professional responsibilities in the classroom on matters relevant to course content. Academic freedom permits unit members to express their professional opinions in the classroom on matters relevant to course content.
- 15.2 Bargaining unit members shall not utilize their positions to indoctrinate students with their personal, political or religious views or opinions. Bargaining unit members shall make every effort to offer differing points of view on controversial subjects in the classroom. Bargaining unit members shall promote an atmosphere in the classroom which is conducive to free and open inquiry.

ARTICLE 16) -- CLASS SIZE

- 16.1 Effective on final ratification, subject to paragraphs 16.2 and 16.3 below, the maximum class sizes in grades K-12 shall not exceed the cap indicated below without the following compensation given to affected classroom teachers after the tenth (10th) consecutive day that students are enrolled:
- 16.1.1 In grades K-6, the teacher will be paid \$7.00 per day of apportionment for each pupil in excess of thirty-two (32) enrolled students per class.
- 16.1.2 In grades 7-12, the teacher will be paid \$1.25 per period per day of apportionment for each pupil in excess of thirty-four (34) enrolled students per core class.
- 16.1.2.1 Double block classes shall count as one class.
- 16.1.2.2 Teacher=s Assistants shall not count in determining the number of pupils in a class.
- 16.2 Physical education classes shall not exceed forty-three (43) students per class for more than ten (10) consecutive days that students are enrolled unless the teacher is paid an additional \$7.00 per day of apportionment for each pupil in excess of forty-three (43) for K-5 grade teachers or \$1.25 per period per day of apportionment for each pupil in excess of forty-three (43) for 6-12 grade teachers.
- 16.3 All Band and Chorus classes shall not have class size restrictions placed upon them. All other music classes shall not exceed forty-three (43) students per class for more than ten (10) consecutive days that students are enrolled unless the teacher is paid an additional \$7.00 per day of apportionment for each pupil in excess of forty-three (43) for K-5 grade teachers or \$1.25 per period per day of apportionment for each pupil in excess of forty-three (43) for 6-12 grade teachers.

ARTICLE 17) -- WORK YEAR

- 17.1 The work year of teachers employed on a ten (10) month basis shall be 185* days per school year, effective for the 2005-06 school year. The work year shall include all work days in which teacher attendance is required. The 2009-10 calendar for the work year is attached as Appendix B. The Association agrees that if schools are closed due to natural disaster or for some other reason beyond the control of the District, unit members will work beyond the date specified on the calendar in order to meet the 185 day requirement.
- 17.2 The work calendar for all members of the bargaining unit shall be established by the District after review of input from the Association. Changes in the work calendar may be made after review of input from the Association. The work calendar shall include recesses at Thanksgiving, winter and Spring.
- 17.3 Effective for the 2005-06 school year, first year teachers in the District shall work one additional day for a total of 186 contract days per school year as specified in the school calendar. This day shall occur either directly prior to the beginning of the regular teachers' contract days or within the established school year. First year teachers may also be required to work up to an additional 10 hours per school year for meetings or in-service training time, such as new teacher programs, beyond their regular work day.
- 17.4 *Add an additional teacher work day prior to the beginning of the school year effective for the 2005-06 school year.

ARTICLE 18) -- HOURS OF EMPLOYMENT

- 18.1 The regular work day for full-time certificated employees shall be seven hours and twenty minutes after the beginning time established by the District. Within this period, teachers shall have at least a thirty-minute duty free lunch period. One day at the end of each semester will be provided in which students will not be in attendance. These days are to be used for the general purpose of completing school work. School site principals may hold any necessary meetings during the day at the end of the first semester provided that no such required meeting exceeds a total of two hours. One or both of these days may be used for the purpose of providing a makeup day if one or more such days are required in order to meet the 185 day requirement.
- 18.2 All full-time certificated employees are required to attend all regularly scheduled faculty meetings. In this Article "regularly scheduled" shall be defined as faculty meeting dates established by the school site principal at the beginning of the school year. If a school site principal changes "regularly scheduled" faculty meeting dates, certificated employees must be given 10 working days prior notice for the faculty meetings to be considered "regularly scheduled". Such meetings may be conducted before or after the regular work day subject to the following restrictions. There will be a maximum of two faculty meetings per month per school site which shall not extend beyond one hour past the end of the teachers' work day. All full-time certificated employees are generally required to attend parent-teacher conferences even though such meetings may be conducted before or after the regular work day. There will be a maximum of three school events per year which teachers may be required to attend beyond the end of their work day.
- 18.3 There shall be enough instructional minutes at each grade level to meet the requirements contained in Education Code sections 46200-46203.

ARTICLE 19) -- SUBSTITUTE DUTY

- 19.1 When the District is unable to procure a day-to-day substitute teacher for a unit member who is temporarily absent, the school site principal shall select a teacher to substitute during the unit member's preparation period.
- 19.2 Effective upon final ratification of the Agreement, any unit member who is selected to substitute and who consents to substitute for more than one period shall be compensated an additional \$30.00 per class period in which the unit member performs substitute duty.
- 19.3 The site administrator may ask volunteers to substitute on their preparation periods for \$30.00 per class period when every teacher has substituted at least once per school year during the unit member's preparation period. If such a list is established, the opportunity to substitute will be offered to individuals on the list before a non-volunteer is selected.

ARTICLE 20) -- PREPARATION PERIOD ASSIGNMENT

- 20.1 The Superintendent may, at his or her option, request present bargaining unit members to teach an extra class during what would otherwise be a preparation period. If the teacher accepts the assignment, the teacher shall be paid an additional equivalent of the value of one period in relation to the number of periods held in a day at the school site.

ARTICLE 21) -- TRANSFER AND REASSIGNMENT

21.1 DEFINITIONS:

21.1.1 Transfer: The relocation of a unit member from one school or work location to another.

21.1.2 Assignment: The school, department of a school or grade level designated by the District in which a unit member performs his or her duties.

21.1.3 Reassignment: The relocation of a unit member from one department in one school or work location to another department or from one grade to another in the same school or work location.

21.1.4 Vacancy: A position in the unit to which no unit member has been assigned.

21.1.5 An Involuntary Transfer or Involuntary Reassignment is a transfer or reassignment directed by the District without the unit member's consent.

21.2 GENERAL PROVISIONS:

21.2.1 A request for transfer or reassignment may be initiated by any unit member, or the District. Final decisions regarding all transfers and reassignments shall be made by the District.

21.2.2 Notice of vacancies for the ensuing school year shall be posted periodically as they arise during the spring semester and summer recess in the District Office and in the Principal's Office at each school site.

21.2.3 Unit members who want to be notified of vacancies during the summer recess shall submit their name and summer address to the Superintendent prior to June 15. Employees are to submit information on a District-provided form available in their supervisor's office.

21.2.4 This article shall not apply to the extra duty assignments identified in Appendix D to this Agreement.

21.2.5 Within fifteen days of receipt of a request by a unit member who has not requested a transfer or reassignment and who does not agree to such transfer or reassignment, the Superintendent will notify the unit member of the date and time of a meeting in which the unit member may meet with

the Superintendent to discuss the member's reasons for opposing the reassignment or transfer. Upon request of the unit member a representative of ITA may be present at the meeting.

21.2.6 A unit member who does not consent shall not be transferred without rational basis.

21.2.7 Except in an emergency, an involuntary transfer or reassignment shall not be made after August 30.

21.3 AUTOMATIC DECLINING OF EMPLOYMENT/NOTICE OF ASSIGNMENT:

21.3.1 Pursuant to Education Code section 44832, each classroom teacher shall, by May 15 of each year, inform the District whether he or she intends to return to a teaching position for the following school year.

21.3.2 Notwithstanding Section 3.1 above, the District shall accept the resignation of unit members if it is tendered by June 30.

21.3.3 Unit members entitled to employment for the following school year shall be provided notice by May 30 of each school year of their assignments for the following school year.

21.4 EMPLOYEE-INITIATED TRANSFER OR REASSIGNMENT:

21.4.1 Permanent and probationary employees who desire transfers or reassignments for the next school year shall file written requests on a Request for Transfer or Reassignment Form with the Superintendent no later than April 1 of each school year. Persons requesting transfers shall be considered for vacancies as positions are declared open between the closing of the school year and the end of the second week of school in the fall. Persons requesting transfers will be considered for transfer to openings which occur at the semester.

21.4.2 Transfer requests shall remain on file for consideration until June 30 of the year following receipt of request.

21.5 DUAL SCHOOL ASSIGNMENTS:

21.5.1 Unit members assigned to more than one school site or more than one classroom at the same site will be provided adequate time to travel between those sites or classrooms.

21.5.2 If a unit members teaching assignment requires travel by personal vehicle to a separate school site, unit members shall be reimbursed for mileage at the District established rate of reimbursement.

ARTICLE 22 -- REIMBURSEMENT FOR LOSS, DESTRUCTION OR DAMAGE TO PERSONAL PROPERTY

- 22.1 Reimbursement to employees for any verified loss, damage or destruction of personal property required for performing services to the District shall be made only if (a) the value is more than \$15.00; (b) the Superintendent or school site supervisor gave prior written approval for the use of the personal property for school services; (c) the value of the property was agreed upon in writing by the employee utilizing the personal property and the Superintendent or designee; and (d) the employee took all reasonable steps to protect such personal property. The maximum reimbursement for any one item is \$250.00.
- 22.3 A written request for reimbursement must be filed with the Superintendent by the employee within five (5) workdays of the incident. The Superintendent or designee shall conduct such investigation as may be necessary. The burden of proof in all cases is with the employee seeking reimbursement.
- 22.4 Reimbursement for verified loss, damage or destruction of personal property required for performing services to the District is provided only when written approval for the use of the personal property was given by the Superintendent before the property was used for the benefit of the District. All such prior approval shall be in writing. This prior approval applies to all tools which are the personal property of an employee. Exceptions to such prior approval shall be women's purses, eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee. The employee must take reasonable steps to protect all personal property. The Superintendent may cancel the approval at any time. The employee will be notified in writing of the cancellation of approval. The District's liability for necessary personal equipment, clothing, eye glasses, hearing aids, etc. shall be the actual replacement cost unless this cost is clearly unreasonable.
- 22.5 If an employee receives any payment from an insurance carrier for any loss, damage or destruction for which the employee was reimbursed by the District, the employee shall repay the District if such payment from an insurer covers the same loss, damage or destruction reimbursed by the District.

- 22.6 The District will reimburse for the actual value of the lost, damaged or destroyed personal property. Reimbursement may be made on the basis of repair cost if it is economical, feasible and not greater than the actual value.
- 22.7 When an administrator directs a unit member to be present at an event which takes place after sunset, the District will assume limited liability for vehicle vandalism. This liability is limited to reimbursement of the unit member's automobile insurance deductible to the extent of the reasonable cost of repair based on the lesser of two estimates or \$500.00, whichever is less.

ARTICLE 23 -- CLASSROOM SECURITY

- 23.1 All visitors to any school in the District shall be required to report to the school office. If the visitor wishes to have a conference with the teacher, the office will assist in scheduling a conference during a mutually agreeable time.
- 23.2 Visitors will not be permitted to go to any teachers' classroom during the hours in which the teacher is instructing students unless previously authorized by the site Principal.
- 23.3 Teachers who have arranged for parent volunteers to assist in the classroom shall notify the office in advance of the identity of the volunteer and the expected time of arrival in the office. The teacher also will notify the volunteer to report to the office when attending school to assist in the classroom.
- 23.4 In cases of emergency in which parents come to a school site to take their children out of school, the parent will remain in the office while the site Principal sends for the student.
- 23.5 The District shall post signs at the entrances to each school campus instructing all visitors to report to the office.
- 23.6 Classroom disruptions by visitors resulting in verbal or physical assault on the teacher shall be reported to the proper authorities. The District and the teacher shall request that charges be filed.
- 23.7 The District shall publicize the rules and regulations for classroom visitation and for making appointments with teachers. These rules and regulations shall be distributed by appropriate means.

ARTICLE 24 -- PROFESSIONAL GROWTH

24.1 Teachers with a clear teaching credential issued after August 31, 1985 shall be responsible for developing an individual professional growth program consisting of 150 clock hours of participation in activities which will endeavor to enhance their instructional competency, performance and effectiveness. These activities shall be consistent with those defined in Administrative Code Title 5 regulations.

Role of Professional Growth Advisors:

24.2 The role of the professional growth advisor shall be to:

24.2.1 Advise teachers of school district and state professional growth requirements

24.2.2 Identify growth needs of the district

24.2.3 Assist in defining the teacher's goals and objectives for professional growth

24.2.4 Approve all plans prior to their implementation and upon completion

Selection of Professional Growth Advisors:

24.3 The Superintendent shall maintain procedures for the selection of professional growth advisors which provide for the best possible match between teachers and advisors. Unit member service as a professional growth advisor shall be voluntary.

24.4 In designating professional growth advisors, the Superintendent or designee shall consider:

24.4.1 Subject matter and pedagogical compatibility, interest in special topics, and interactive skills

24.4.2 Proximity to the work location of the teacher and responsible workload for the advisor

24.5 The Superintendent or designee shall provide all teachers with the names and work locations of the District designated professional growth advisors (Administrative Code Title 5, Section 80556). If a unit member determines that a particular professional growth advisor is not satisfactory to the unit member, the

Superintendent shall appoint another advisor subsequent to a meeting with the unit member to discuss the appropriateness of a subsequent appointment.

- 24.6 Unit members who hold a clear teaching credential may appeal adverse actions regarding professional growth pursuant to Education Code section 44278.

ARTICLE 25 -- HEALTH AND WELFARE BENEFITS

- 25.1 Effective October 1, 2019, the District shall offer to unit members and to eligible retired employees a vision, dental and medical plan through a self-insurance/pool program determined by the District at a cost to the District not to exceed \$9,231.60 for single coverage per participating full-time unit member and per participating eligible retired employee. The amount of any premium or increase in premium in excess of \$9,231.60 per year per employee shall be paid by the unit member by payroll deduction in ten monthly installments. There shall be no requirement for the district to procure the prior consent of any employee before deducting the balance of any premium in excess of \$9,231.60 from any compensation due the employee. Effective October 1, 2022, this single coverage cap shall be increased to \$9,867.60.
- 25.2 If the employee only cap for a participating employee should exceed the cost of single coverage during any plan year, the District may utilize any excess amounts actually paid on behalf of all participating employees for that year for any reason within its sole discretion. The employee only cap for employees electing not to participate in group health insurance shall be forfeited to the District to use for any reason within its sole discretion.
- 25.3 An eligible active member of the bargaining unit may elect to participate in “employee plus one” or “family” insurance coverage. Effective October 1, 2022, the second-tier coverage cap for “employee plus one” coverage shall be \$14,794.40 per year per active bargaining unit member. Effective October 1, 2022, the third-tier coverage cap for “family” coverage shall be \$18,959.20 per year per active bargaining unit member. The amount of any premium or increase in premium in excess of the cap per year per employee shall be paid by the unit member by payroll deduction in ten monthly installments. There shall be no requirement for the district to procure the prior consent of any employee before deducting the balance of the premium in excess of the cap from any compensation due the employee. Retired employees are not eligible to receive the second-tier or third-tier caps.
- 25.4 The District previously maintained an Excess Premium Account in the event the cap for a participating employee exceeded the cost of employee only coverage during any plan year. Effective July 1, 2020, the District will no longer maintain an Excess Premium Account. Effective July 1, 2019, the District may utilize any amounts in the Excess Premium Account for any reason within its sole discretion. It is expressly agreed between the Parties that any funds existing in the Excess Premium Account are not required to be spent on ITA unit members for any purpose, including the following purposes: (1) to pay claims generated in excess

of paid premiums; (2) as a reserve from which to pay future claims; (3) to offset future premium increases; (4) or to lower the plan deductible.

- 25.5 A committee composed of one classified management employee, one administrator, one classified unit member, one classified confidential employee, and one certificated employee will form an insurance committee. The committee will vote to elect a chairperson. Each year the committee shall meet to review the current health plan and to study costs, claims experience and any other aspects of the plan deemed appropriate. If the committee determines by a majority vote that another plan should be selected, the committee will present a recommendation to the Governing Board which the Governing Board may accept or reject at its option. If accepted, there shall be no further obligation on the part of the District to negotiate a change in health care plans or providers. The committee shall have no authority to increase or decrease the District's contribution to a health care plan for employees.
- 25.6 An "eligible retired employee" as used in this article includes only bargaining unit members who retired after July 1, 1981, under the Education Code, and who receive a service or disability retirement from the State Teachers' Retirement System, and who have fifteen or more consecutive years of service as a full time certificated employee of the District, and who are at least 55 years of age upon retirement. The District contribution will cease at age 65 or upon eligibility of the retired unit member for Medicare/Medi-Cal, whichever event occurs first.
- 25.7 To the extent that benefits are granted to spouses and children of employees, domestic partners and the eligible children of an eligible employee's registered domestic partner that is registered in accordance with Family Code 297 shall have the same benefits. (Family Code 297.5)

ARTICLE 26 -- COMPENSATION

- 26.1 The salary schedule for full-time members of the bargaining unit, excluding Career Technical Education (CTE) teachers who do not possess Bachelor of Arts degrees and Regional Occupational Program (ROP) teachers, is attached to this Agreement as Appendix C.
- 26.1.1 Effective 4-08-04, longevity increments shown on the current Certificated Salary Schedule as shown on lines 18, 23, and 28 will receive the negotiated salary percentage increase as agreed to through negotiations each year hereafter. Eligibility for longevity increments will continue to be calculated on total years of service "within the Imperial Unified School District."
- 26.1.2 Effective July 1, 2018, the District shall replace Column H (Doctorate) with BA + 75 and MA or MA + 30 or Doctorate. The Column H stipend of \$500 shall be eliminated and Column H shall be increased by 2.6% above Column G.
- 26.2 The Extra Duty Schedule is attached to this Agreement as Exhibit D. Each position on the schedule is assigned a responsibility factor. For the 1997-98 school year, Base #1 salaries will be paid for each position. Determination of placement at Base #1, #2, or #3, in following years, will depend upon the number of years served in the position in the Imperial Unified School District. These base rates shall remain constant until re-negotiated.
- 26.3 Beginning with the 2015-2016 school year, CalStrs bargaining unit members (excluding first year teachers) shall receive twelve (12) regular paychecks annually (July through June). In accordance with reporting requirements for CalPers, bargaining unit members of CalPers shall receive (11) regular paychecks annually (August through June).
- 26.4 The salary schedule for Career Technical Education (CTE) teachers who do not possess a Bachelor of Arts degree and Regional Occupational Program (ROP) teachers is attached to this Agreement as Appendix D. CTE Teachers who possess a Bachelor of Arts degree shall be paid in accordance with Appendix C.

ARTICLE 27 -- LEAVES

The leaves herein are granted, in part, in compliance with the minimum requirements of the Education Code. Unless the number of days of leave set forth in this Agreement is greater than the minimums set forth in the Education Code, only the minimums in the Education Code are granted.

27.1 Sick Leave (Education Code Section 44978):

27.1.1 Every certificated member of the bargaining unit employed five (5) days a week by the District shall be entitled to ten (10) days' leave of absence for illness or injury, exclusive of all days he or she is not required to render service to the District, with full pay for a school year of service. A member of the bargaining unit employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days' leave of absence for illness or injury as the number of days he or she is employed per week bears to five (5); pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the unit member, and such leave of absence may be taken at any time during the school year. If such employee does not take the full amount of leave allowed in a school year under this provision, the amount not taken shall be accumulated from year to year.

27.1.2 At the direction of the Superintendent, a unit member shall present written medical verification of the illness or injury and/or authorization to return to work if the illness exceeds three (3) consecutive days and if the District has reason to believe that the unit member has been abusing and/or is abusing sick leave. If the written verification does not clearly conclude to the satisfaction of the Superintendent that the absence is due to personal illness or injury, or that the illness or injury is sufficiently severe to warrant continued absence, the Superintendent may, after notice to the employee, refuse to grant such leave or continued leave until the unit member has produced medical verification satisfactory to the Superintendent. The District will reimburse the employee for the cost, if any, of procuring medical verification. Upon written notice by the Superintendent to the unit member after three consecutive days of absence, the unit member shall not return to work until written medical verification is submitted that the unit member's return to duty does not present a substantial danger to the unit member or others. Such report shall be paid for by the District.

27.1.3 Unit members shall contact their immediate supervisor or leave a message on the answering machine at the District office as soon as possible prior to an absence from duty for personal injury or illness, but in no case later than 6:15 a.m. of the work day, except where such notice is impossible. Failure to provide the above notice is grounds for denial of leave with pay.

27.1.4 Unit members who are absent on sick leave shall inform their site principal prior to the close of school that they will be returning to work the next school day. If the Superintendent does not receive such notice, the substitute will be rehired for the next school day, and the unit member will be charged with sick leave and not required to report for duty during that next school day.

27.2 Extended Sick Leave (Education Code 44977)

27.2.1 If a certificated employee is absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due the employee after the exhaustion of accumulated sick leave under provision 27.1.1 above for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute or temporary employee employed to fill the regular employee=s position during an absence or, if no substitute or temporary employee was employed, the amount which would have been paid to the substitute or temporary employee, had they been employed.

27.2.2 The provisions of sections 27.1.3 and 27.1.4 shall apply to extended sick leave.

27.2.3 When the annual sick leave entitlement has expired, all unit members shall present to the Superintendent written medical verification, signed by a licensed physician, of illness or injury and inability to work, for any day or days of extended sick leave taken pursuant to section 27.2. Extended sick leave shall not be paid until the verification required by this provision is submitted to the Superintendent. If the days of extended sick leave total or exceed ten (10) work days, the unit member required to present written medical verification pursuant to this provision shall also present to the Superintendent an authorization to return to work, signed by a licensed physician, stating that the unit member=s return to duty does not present a substantial danger to the unit member or others.

27.2.4 If the written verification described in section 27.2.3 above does not clearly conclude to the satisfaction of the Superintendent that the absence is due to personal illness or injury, or that the illness or injury is sufficiently severe to warrant continued absence, the Superintendent may, after notice to the employee, refuse to grant such leave or continued leave until the unit member has produced medical verification satisfactory to the Superintendent. At the discretion of the Superintendent, the District will either reimburse the employee for the reasonable cost of procuring additional medical verification or the District may direct the employee to be examined at District cost by a District selected physician to verify that the absence is due to personal illness or injury and/or that the absence or illness is sufficiently severe to warrant continued absence.

27.2.5 When an employee=s sick leave under all provisions of the Education Code is exhausted, the employee shall be classified as on leave of absence without pay but shall retain health benefits until the end of the teacher=s contract period.

27.2.6 The employee is entitled to all rights and benefits of the District when on extended sick leave.

27.3 Industrial Accident and Illness Leave (Education Code section 44984):

The District specifically limits its liability to the minimum requirements mandated by Education Code section 44984.

27.3.1 Such leave shall not exceed sixty (60) working days in any one fiscal year for the same accident.

27.3.2 Allowable leave shall not be accumulated from year to year.

27.3.3 Industrial accident or illness leave will commence on the first day of absence.

27.3.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wages for the day.

27.3.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

27.3.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

27.3.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if an employee is receiving workers' compensation, he or she shall be entitled to use only that amount of his accumulated or available leave which, when added to the workers' compensation award, provides for a full day's wage or salary.

27.3.8 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the unit member's physician recommends medical treatment outside the State and the District authorizes travel outside the State.

27.4 Personal Necessity Leave (Education Code section 44981):

27.4.1 A unit member may use up to seven (7) days of accumulated sick leave in case of personal necessity.

27.4.2 Except as defined in section 28.4.6 below, for purposes of this provision, "personal necessity" is defined as:

27.4.2.1 Death or serious illness of a member of the employee's immediate family;

27.4.2.2 Accident involving his person or property, or the person or property of a member of his immediate family;

27.4.2.3 An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee at any time other than during the employee's working hours.

27.4.2.4 Attend to the illness of a child, parent, or spouse of an employee (this does not extend the leave available under the FMLA).

27.4.3 Except as defined in section 28.4.6 below, for purposes of this provision, "personal necessity" shall not include:

27.4.3.1 Pursuit of financial or economic interests of the employee;

27.4.3.2 Vacation or other recreational pursuits;

27.4.3.3 Social events;

27.4.3.4 Any concerted refusal to work.

27.4.4 With the exception of four (4) days per year, the Superintendent may, upon request, require proof of the personal necessity, and in all cases, except death or serious illness of a unit member's immediate family or accidents involving the unit member's person or property or that of the member's immediate family, the unit member must provide the Superintendent with 24 hours notice prior to the commencement of the absence.

27.4.5 "Members of the immediate family," as used in this section, means mother, father, grandmother, grandfather, or a grandchild of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any relative living in the immediate household of the unit member.

27.4.6 A unit member may take a maximum of four (4) days of the seven days of sick leave provided for personal necessity for any reason except to extend a holiday, to engage in work at other employment, or for amusement or entertainment.

27.5 Bereavement Leave (Education Code section 44985):

27.5.1 Each unit member is entitled to a leave of absence, without salary deduction, not to exceed three (3) working days, or five (5) working days if out of state travel is required or if in-state travel exceeds 400 miles. For extraordinary reasons, such as settlement of an estate, up to five (5) additional days of leave to be deducted from personal necessity leave may be allowed.

27.5.2 "Members of the immediate family," as used in this section, means mother, father, grandmother, grandfather, or a grandchild of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any relative living in the immediate household of the unit member.

27.6 Pregnancy Leave (Education Code section 44965):

27.6.1 A unit member shall have the right to utilize sick leave provided for in this Agreement for her absences necessitated by her pregnancy, miscarriage, childbirth, and recovery therefrom.

27.6.2 A unit member who is required to be absent from duty because she is pregnant or has miscarried or has given birth is entitled to an unpaid leave of absence. The length 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 unit member and her physician. Disabilities caused or contributed to by pregnancies, miscarriages, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be paid leaves of absence to the same extent as are leaves for illness, injury or disabilities.

27.7 Family Care Leave (Government Code section 12945.2 and the Family Medical Leave Act of 1993):

27.7.1 This Article shall be effective upon ratification of this Agreement. It is the intent of this policy to be consistent with Government Code section 12945.2 and the Family Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those or any applicable federal or state regulations implementing those laws.

27.7.2 An employee with more than twelve months of continuous service with the District during the previous twelve (12) month period shall be granted upon reasonable request an unpaid family care leave up to a total of twelve (12) weeks in any twelve (12) month period pursuant to the requirements of this Article. A request to take family care leave is reasonable if it complies with any applicable notice requirements, and if it is accompanied, where required, by a certification.

27.7.3 For purposes of this Article the term "family care leave" means either (a) 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 of the child by the employee, or the serious health condition of a child of the employee; or (b) leave to care for a parent or spouse of the employee who has a serious health condition; or (c) leave for an employee who has a serious health condition.

27.7.3.1 Leave for reason of the birth of or placement of a child with the employee in connection with adoption shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement.

27.7.4 An unpaid family care leave shall be treated as any other unpaid leave. During an unpaid family care leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service, and an employee returning from family care leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff, recall, promotion, and any seniority-related benefits. An employee returning from an unpaid family care leave shall be assigned to the same position as held by the employee when the leave commenced; or be placed in an equivalent position with equivalent employment benefits, and other terms and conditions of employment.

27.7.5 If an employee's need for an unpaid family care leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

27.7.6 The District requires that an employee's request for an unpaid family care leave for the employee or for the purpose of caring for a child, spouse or parent who has a serious health condition must be supported by a written certification issued by the health care provider of the employee or individual family member requiring care. This written certification must include, if known, the date on which the serious health condition commenced; the appropriate medical facts within the knowledge of the health care provider regarding the condition; the probable duration of the condition, an estimate of the amount of time the health care provider believes will be needed to care for the employee or individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care, or in the case of the employee, that the employee is unable to perform the function of the position of the employee. If additional leave is requested by the employee upon the expiration of the time estimated by the health care provider, the employee must request such additional leave, again supported by a written re-certification consistent with the requirements for an initial certification.

- 27.7.7 For purposes of this Article and consistent with current law, the term "child" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child. An adult dependent child is an individual who is eighteen years of age or older and who is incapable of self-care because of a mental or physical disability.
- 27.7.8 For purposes of this Article and consistent with current law, the term "parent" means biological, foster, or adoptive parent, a step-parent or a legal guardian but does not include parent-in-law or grandparent.
- 27.7.9 For purposes of this Article and consistent with current law, the term "serious health condition" or "serious illness" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision, and involves either of the following:
- 27.7.9.1 Inpatient care in a hospital, hospice, or residential health care facility; or
 - 27.7.9.2 Continuing treatment or continuing supervision by a health care provider.
- 27.7.10 For purposes of this Article and consistent with current law, the term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law.
- 27.7.11 The District is not required to pay an employee during a family care leave except the employee or the District may permit or require the employee to substitute any accrued paid personal or sick leave to which the employee may be entitled for any part of the twelve (12) week period of such leave.
- 27.7.12 An employee taking unpaid family care leave pursuant to this policy shall continue to be entitled to participate in health plans and other benefits to the same extent and under the same conditions as apply to other unpaid leaves of absence. The District requires the employee to contribute to the cost of all health and welfare benefits during any unpaid family care leave to the same extent as the employee would

have contributed if the employee had worked continuously throughout the period of the leave.

- 27.7.13 The District may refuse to grant an employee's request for unpaid family care leave under this Article even though all requirements of this policy have been satisfied (a) if the refusal is necessary to prevent undue hardship to the operations of the District, (b) if the employee and the other parent would receive unpaid family care leave exceeding four (4) months in any twenty-four (24) month period, or (c) if the other parent is also taking family care leave at the same time or is unemployed.
- 27.7.14 Any employee returning from an unpaid family care leave shall be assigned to the same or an equivalent position. For purposes of this Article and consistent with current law, the term "same or an equivalent position" means a position that has the same or similar duties and pay, which can be performed at the same or similar geographic location as the position held prior to the leave.
- 27.7.15 An employee shall provide the District with as much advance notice as possible of the date the family care leave will commence and of the estimated duration of the leave. The District shall not, however, deny a family care leave, the need for which is an emergency or otherwise unforeseeable, on the basis that the employee did not provide advance notice of the need for the leave. The District may defer or deny a requested leave until the employee complies with this provision.
- 27.7.15.1 If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the employee's need for the leave, the employee shall provide notice as soon as the employee learns of the need for the leave and, at a minimum, 30 days written advance notice to the District.
- 27.7.15.2 If the event necessitating the leave becomes known to the employee less than 30 days prior to the need for the leave, the employee shall provide to the District as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.
- 27.7.15.3 If the employee's need for family care leave is foreseeable due to a planned medical treatment or planned

supervision of a child, parent or spouse with a serious health condition, the District may require the employee to provide reasonable advance notice of the need for the leave and to consult with the District regarding the scheduling of the treatment or supervision so as to minimize disruption to the operations of the District. Any such scheduling, however, shall be subject to the approval of the health care provider of the employee, child, parent or spouse.

27.7.16 Leave under sections 28.7.3 (b) or 28.7.3 (c) above may be taken intermittently or on a reduced leave schedule when medically necessary. The taking of leave intermittently or on a reduced leave schedule pursuant to this section shall not result in a reduction in the total amount of leave to which the employee is entitled.

27.7.16.1 For the purpose of this provision 27.7.16, a reduced leave schedule means a leave schedule that reduces the usual number of hours per work week or hours per work day of an employee.

27.7.16.2 The District may require employees who request intermittent leave or leave on a reduced leave schedule for leave that is foreseeable based on planned medical treatment, to transfer temporarily to an available alternative position offered by the District for which the employee is qualified and which has equivalent pay and benefits, and better accommodates recurring periods of leave than does that of the employee's regular position.

27.7.17 If an employee employed in an instructional capacity requests leave under section 27.7.3 (b) or 27.7.3 (c) above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of work days in the period during which the leave would extend, the District may require that such employee elect either:

27.7.17.1 To take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment;
or

27.7.17.2 To transfer temporarily to an available alternative position offered by the District, for which the employee is qualified and which has equivalent pay and benefits and better accommodates recurring periods of leave than that of the position in which the employee is regularly employed.

27.7.18 If an employee begins leave more than five weeks prior to the end of the school year, the District may require the employee to continue to take leave until the end of such term, if the leave is of at least three weeks duration and the return of the employee would occur during the three week period before the end of such school year.

27.7.19 If an employee begins leave during the period that commences five weeks prior to the end of the school year, the District may require the employee to continue taking leave until the end of such term if the leave is of greater than two weeks duration, and the return of the employee would occur during the two week period before the end of such school year.

27.7.20 If an employee begins leave during the period that commences three weeks prior to the end of the school year, and the leave is greater than five working days, the District may require the employee to continue to take leave until the end of such school year.

27.7.21 This Article shall not be construed to entitle the employee to receive disability benefits under Part 1 (commencing with Section 3200) of Division 4 of the Labor Code.

27.8 Jury Duty Leave (Education Code section 44036):

Each unit member shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law subject to the following provisions:

27.8.1 Subject to the provisions below, the unit member, while serving on jury duty, shall receive his or her regular earnings from the District and shall transmit to the District all fees, exclusive of mileage, received for jury service.

27.8.2 As a matter of general policy, the District does not encourage employees to seek exception from or postponement of jury duty. The District will cooperate with the unit member in any appropriate manner.

27.8.3 A unit member on jury leave shall be entitled to return to the same grade level as that which the unit member left.

27.9 Military Leave:

27.9.1 Military leave shall be granted in accordance with federal and state law.

27.9.2 Requests for military leave must be submitted to the Superintendent as far in advance as possible in order for the District to obtain a competent replacement.

27.10 Subpoena Leave:

27.10.1 Whenever it appears to the satisfaction of the Superintendent that the absence of a regular employee is due to necessary appearance in court in response to a subpoena duly served, no deduction shall be made from said regular employee's salary as a result of such absence, provided that a copy of said subpoena is on file with the Superintendent, and, if the case is continued, that a certificate of the Clerk of the Court was presented to the Superintendent's office. Any summons or subpoena as a witness at any hearing, if issued by a competent Federal, State or County agency, shall be construed to be included within the meaning of the term "subpoena."

27.10.2 If it is necessary for employees to appear in court on their own behalf, such time away from the job will be construed as absence due to personal necessity.

27.11 Association Leave:

The Association may sponsor one or more unit members to attend educational activities designed to enhance teaching skills or teacher effectiveness, for a combined maximum number of five (5) days during which unit members are otherwise required to render service to the District, provided that: (1) the activity is designed for one of the above general purposes; (2) prior to the granting of the leave, the Superintendent has determined that the activity to be attended is designed for one of the above general purposes; (3) the absence of the unit member will not disrupt the educational process; and (4) the Association reimburses the District for the cost of obtaining a substitute within thirty (30) days after the activity was attended.

27.12 Other Leave:

The District may grant, within its sole discretion, other paid or unpaid leaves of absence, to include but not limited to sabbatical leave, teacher exchange leave, leave to serve in the State Legislature or United States Congress or for other purposes not inconsistent with law.

27.13 "Domestic Partner"

The terms “immediate family”, “spouse”, “next of kin” and “family member” used in this Article under Bereavement Leave, Personal Necessity Leave, and Family Care and Medical Leave, shall be defined to include an employee with a registered domestic partner or to the registered domestic partner of an employee, as appropriate.

ARTICLE 28 -- EFFECT OF AGREEMENT

- 28.1 The District and the Association mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- 28.2 The District and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. The District has the right to act on any matter during the term of this Agreement as long as any action is not in violation of this Agreement.
- 28.3 The District and the Association hereby clearly and unequivocally waive their rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement.
- 28.4 Any policies and practices of the District in conflict with or inconsistent with the specific and express terms of this Agreement may be deleted by the District. The District may amend, change, delete or adopt policies and practices as long as those policies and practices do not violate specific and express terms of this Agreement.

ARTICLE 29 -- STATUTORY CHANGES

If there is newly enacted federal or state legislation or a change in a state or federal statute during the term of this Agreement which is in conflict with any express term of this Agreement or requires the District to act on matters within the scope of representation, the parties will meet and negotiate a new provision, a replacement provision, or the exclusion of the affected provision from the Agreement within ten days of receipt of a written request from either party.

ARTICLE 30 -- SAVINGS

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, said provision shall be deleted from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. Within ten days of receipt of a written demand by either party, the parties will meet and negotiate over a replacement provision for the deleted provision or no replacement provision for the deleted provision.

ARTICLE 31 -- PEER ASSISTANCE AND REVIEW PROGRAM

The teacher Peer Assistance and Review Program is intended as a critical feedback mechanism that allows exemplary teachers to assist teachers in need of development in subject matter knowledge or teaching strategies, or both.

It is the intent of the District and the Association that the District, in any school year beginning July 1, 2000, may have established under this Article a teacher Peer Assistance and Review (P.A.R.) Program which allows exemplary teachers to assist and support other teachers in the development of teaching strategies and quality of program. The District and the Association agree that the PAR Program in any school year may be contingent upon the actual receipt by the District of adequate funding from the state specifically designated for the PAR Program.

This Article is intended to implement the provisions of Chapter 4 of the Statutes of 1999 with respect to the Peer Assistance and Review Program, as it may be amended, and any applicable regulations. The District may also take such actions as it determines to be necessary to comply with the law requiring coordination of the PAR Program with the Beginning Teacher Support and Assessment Program, the California Pre-Internship Teaching Program, District Internship Program, and other professional development programs, so long as the action does not violate a specific provision of this Article.

Implementation of PAR is contingent upon official notification by the State that the District is eligible for and will receive all of the District's share of the funds specified for the PAR Program. Upon receipt of notification, the District will do the following:

31.1 Joint Panel

31.1.1 The Joint Panel serves as the governing body for the program and determines program guidelines. The Joint Panel consists of two permanent classroom teachers and the Superintendent or designee. During the first year of implementation and alternating years thereafter, the Superintendent or designee shall serve as Chairperson of the Joint Panel, and shall schedule all of its meetings.

31.1.2 The two permanent classroom teachers and one alternate shall be selected by all of the classroom teachers in a secret ballot election conducted by the Association President and each school site Association representative. In order to be on the ballot, a permanent teacher must submit a written communication to the Association President at least three calendar days prior to the election expressly indicating a desire to be on the ballot, and also expressly indicating a commitment to perform all of the required duties of the Joint Panel for the school year.

31.1.3 The two teachers on the ballot receiving the most votes from the classroom teachers actually voting shall be appointed to the Joint Panel. The third teacher receiving the most votes shall serve as an alternate in case of a vacancy. Each classroom teacher who votes in the election shall cast a single vote for one teacher on the ballot and a single vote for another teacher on the ballot. The ballots shall be counted by the Superintendent or designee and the Association President.

31.1.4 The District shall notify the Joint Panel of permanent teachers required to participate in the Program. Teachers who self-refer, including probationary teachers, shall provide written notice to the panel of their wish to participate in a program of self-improvement.

31.2 Meetings

The Joint Panel shall meet no less than four times during any school year. Minutes shall be kept for each meeting and are the responsibility of the Chair of the Joint Panel.

31.3 Responsibility and duties of the Joint Panel

31.3.1 Select no more than six (6) Consulting Teachers by majority vote for the school year consistent with this Article and applicable law no later than October 15. As required by Education Code section 44502(c) (2), before a Consulting Teacher is selected, the Joint Panel shall conduct at least one observation of the candidate which shall be arranged and scheduled by the Joint Panel.

31.3.2 Provide training for Consulting Teachers prior to the Consulting Teacher=s participation in the program.

31.3.3 Assign each Consulting Teacher to a specific program participant (s) with the approval of the Joint Panel.

31.3.4 Provide written notification of participation in the PAR Program to the referred Participating Teacher, the Consulting Teacher, and the site principal.

31.3.5 Adopt rules and procedures for the PAR Program.

31.3.6 Review reports of program participants prepared by Consulting Teachers.

- 31.3.7 Make confidential written recommendations to the Governing Board regarding participants in the PAR Program, including forwarding the names of any participants in the PAR Program who, after sustained assistance for a school year, are not able to demonstrate satisfactory improvement. These written recommendations will be reviewed in closed session. Members of the Joint Panel shall not disclose the confidential written recommendations except to the Superintendent or designee and the Governing Board and the participant.
- 31.3.8 Annually evaluate the impact of PAR Program and submit recommendations for improvement to the Governing Board and the Association no later than June 15. This annual recommendation may include, but is not limited to, interviews or surveys of program participants.

Appendix A
Grievance Report Form
For certificated non-management employees of the Imperial Unified School District

District Grievance # _____ Grievance numbers reflect the school year and numerical sequence of grievances in order of receipt that year.

School/Work Site _____ Assignment _____ Name of Grievant _____
Date Filed _____

STEP 1

- A. Date Alleged Violation Occurred: _____
- B. 1. Statement of Grievance (you must state factual circumstances giving rise to the grievance)

- 2. Specific Article and Subsection of the Agreement Allegedly Violated

- 3. Why do you believe that the conduct described above violates the Agreement

- 4. Specify relief sought

Signature of Grievant _____ Date _____

STEP 2

- 1. Attach copy of grievance and attached materials at Step 1 and copy of decision at Step 1 to this form.
- 2. Indicate why you are not satisfied with the decision at Step 1.

Date filed _____

Disposition of Superintendent _____ Date _____

STEP 3

- 1. Attach copy of grievance and attached materials at Step 2 and copy of decision at Step 2 to this form.
- 2. Indicate why you are not satisfied with the decision at Step 2.

Date filed _____

Disposition of Governing Board _____ Date _____

For school calendar please visit:

https://drive.google.com/file/d/1_Ah6gAINvCRup3LNisofzlhvi2woAoAu/view

**IMPERIAL UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
Effective July 1, 2023**

IMPERIAL UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
EFFECTIVE JULY 1, 2023

	D B.A.	E B.A. + 30 HRS.	F B.A. +45OR M.A.	G B.A. + 60 AND M.A.OR M.A.+ 15	H B.A. + 75 & M.A.or M.A.+ 30 or Doctorate
1	\$72,916	\$75,465	\$78,020	\$81,666	\$83,790
2	\$74,009	\$77,291	\$80,572	\$84,656	\$86,857
3	\$75,104	\$79,112	\$83,122	\$87,644	\$89,923
4	\$76,196	\$80,934	\$85,677	\$90,635	\$92,991
5	\$77,291	\$89,382	\$95,287	\$101,112	\$103,741
6	\$78,384	\$91,346	\$98,041	\$104,342	\$107,056
7	\$79,479	\$93,317	\$100,799	\$107,572	\$110,371
8	\$80,572	\$95,287	\$103,556	\$110,800	\$113,681
9	\$81,666	\$97,254	\$106,311	\$114,034	\$116,997
10	\$82,760	\$99,224	\$109,066	\$117,261	\$120,309
11	\$83,855	\$101,193	\$111,825	\$120,488	\$123,622
12	\$83,855	\$103,161	\$114,581	\$123,719	\$126,936
13	\$83,855	\$103,161	\$117,335	\$126,949	\$130,247
14	\$83,855	\$103,161	\$117,335	\$130,177	\$133,563
18*	\$87,042	\$106,730	\$121,049	\$134,019	\$137,503
23**	\$89,393	\$109,268	\$123,586	\$136,553	\$140,102
28***	\$91,742	\$111,806	\$126,123	\$139,089	\$142,706
30****	\$96,535	\$117,318	\$132,003	\$145,313	\$149,089

**Imperial Unified School District
Ag Teacher Salary Schedule
Effective July 1, 2023**

IMPERIAL UNIFIED SCHOOL DISTRICT
AG TEACHER SALARY SCHEDULE
EFFECTIVE JULY 1, 2023

	D B.A.	E B.A. + 30 HRS.	F B.A. + 45 OR M.A.	G B.A. + 60 AND M.A. OR M.A.+ 15	H B.A. + 75 & M.A. or M.A.+ 30 or Doctorate
1	\$87,499	\$90,557	\$93,624	\$97,999	\$100,549
2	\$88,812	\$92,749	\$96,687	\$101,587	\$104,229
3	\$90,125	\$94,935	\$99,746	\$105,173	\$107,908
4	\$91,435	\$97,122	\$102,812	\$108,762	\$111,590
5	\$92,749	\$107,258	\$114,345	\$121,334	\$124,490
6	\$94,060	\$109,616	\$117,649	\$125,211	\$128,467
7	\$95,374	\$111,981	\$120,960	\$129,086	\$132,445
8	\$96,687	\$114,345	\$124,267	\$132,959	\$136,417
9	\$97,999	\$116,706	\$127,573	\$136,840	\$140,397
10	\$99,311	\$119,069	\$130,880	\$140,714	\$144,371
11	\$100,626	\$121,433	\$134,190	\$144,585	\$148,347
12	\$100,626	\$123,793	\$137,498	\$148,463	\$152,323
13	\$100,626	\$123,793	\$140,803	\$152,338	\$156,297
14	\$100,626	\$123,793	\$140,803	\$156,212	\$160,275
18*	\$104,452	\$128,076	\$145,259	\$160,821	\$165,003
23**	\$107,272	\$131,120	\$148,304	\$163,863	\$168,122
28***	\$110,091	\$134,168	\$151,347	\$166,907	\$171,248
30****	\$115,843	\$140,781	\$158,404	\$174,375	\$178,908

INFORMATION CONCERNING TEACHER SALARIES

Longevity Increments:

- * At the beginning of the eighteenth (18) year of service "within the district"
- ** At the beginning of the twenty-third (23) year of service "within the district"
- *** At the beginning of the twenty-eighth (28) year of service "within the district"
- **** At the beginning of the thirtieth (30) year of services "within the district"

1. All unit members newly hired on or after July 1, 2020, shall receive a maximum of five (5) years of prior teaching experience outside of the Imperial Unified School District. Such experience shall be full time, continuous service in a public school system. Experience gained in private schools is allowable on a half-time basis. No prior teaching experience shall be granted for substitute teaching. If an individual's total teaching experience includes a fractional part of a year, such fractional part shall be allowed as a full year of experience if equivalent to 75% or more of the days the regular schools of the district are in session. Less than 75% of the days shall not be considered in the determination of service credit for salary placement. Prior teaching experience must be verified by original letters from the former place of employment within 45 days of employment.
2. Maximum advance per year: No teacher shall be advanced more than one step in any one year.
3. Life Certificate: Teachers now serving in this school district with a life certificate shall be placed as though they have a bachelor's degree. They may advance on the salary schedule by acquiring college units equivalent to the units specified for the particular class.
4. Salary Evaluation Committee: The District Governing Board may, in its sole discretion, appoint an advisory committee for the purpose of recommending the resolution of salary disputes regarding the application of the salary schedule to any particular unit member. The committee appointed by the Governing Board shall include but not be limited to the President of the Association.
5. Initial placement on Salary Schedule: All teachers will be required to submit official transcripts of all training toward a credential and all letters verifying their experience which they desire to have counted toward placement on the salary schedule.
6. Reclassification on the Salary Schedule:
 - a. All teachers shall be placed in the appropriate classification (BA, BA +30, BA+45 or MA, BA + 60 and MA or MA + 15, BA + 75 and MA or MA +

30 or Doctorate) at the time of initial employment. Upper Division or Graduate level units earned after the MA shall be counted toward BA+60 or BA+75 for columns G or H if it benefits the employee.

b. Teachers who intend to submit college credits for reclassification on the salary schedule must notify the Superintendent no later than June 1 of the school year prior to when they seek reclassification. All course work must be completed by September 1 and submitted to the District in order to be credited toward advancement on the salary schedule. Payment toward advancement on the salary schedule shall not be retroactive. Courses/units paid for or reimbursed by the District shall not be used for advancing on the salary schedule.

c. Only units obtained from upper division or graduate courses after a teacher has obtained a BA shall be counted for purposes of reclassification on the salary schedule.

d. All reclassification(s) are based upon verified degree(s) and earned hours of formal education at an accredited institution of higher learning. Teachers are required to provide original and certified transcripts for proof of any degree(s) earned and any additional unit(s) earned.

e. Units referred to on the Salary Schedule refer to semester units and not quarter hours. Quarter units shall be converted to semester units by multiplying the quarter units by 2/3. No credit shall be given for course work which is approximate duplication of work previously done, as determined by the Superintendent, unless required by the exigencies of California credentials, or for some justifiable reason, and approved by the Superintendent.

f. Extension Credit:

1. No teacher shall receive more than a total of 15 semester units of credit for courses taken under the extension program of an accredited college or university. Extension program courses offered by an accredited college or university shall be limited to courses in the applicant's teacher/service areas.

2. No more than 9 semester units from an accredited university or college for completion of the California Teacher Induction program shall be accepted as part of the total 15 semester units of credit under this provision.

3. All extension and in-service credits for advancement on the salary schedule shall be approved and limited to a total of 15 semester units of credit.

g. No language in this addendum shall be used to reclassify any teacher from his or her current salary placement to a lower column.

7. Salaries of teachers doing part-time, substitute, special, extra duty, extended, or administrative services shall be individually determined by the Board of Trustees.
8. Generally, it is expected that teachers assist in carrying on extra-curricular activities which are a part of the overall education program. In cases in which the extracurricular activity requires excessive hours or responsibilities, the Board has established a schedule to compensate for the time. See Appendix D.
9. Counselors will work 200 days and eight hours a day, beginning at 8:00 a.m. unless excused earlier by their immediate supervisor, and will receive 18% in addition to the regular pay.
10. Agriculture teachers shall receive 20% in addition to the regular pay for 224 workdays.
11. Certificated employees providing Structured English Immersion (SEI) instruction in a full-time teaching assignment as designated by the site principal, and who present a BCC or BCLAD certificate to the District Office prior to September 1 of any school year, will receive a stipend of \$500 per year.
12. Unit members assigned to full-time special education teaching assignments and holding at least a valid preliminary special education credential shall be eligible to receive an annual stipend in addition to the regular pay for teachers. For eligible unit members who have worked for the District in a full-time special education teaching position for less than five years, such annual stipend shall be \$2,500. For eligible unit members who have worked for the District in a full-time special education teaching position for five years or more, such annual stipend shall be \$5,000.
13. Any teacher scheduled for teaching of A period shall receive compensation of \$45 per day.
14. Certificated bargaining unit members who teach grades 6-8 graphic art and art classes shall receive \$750 per semester to compensate for the large number of 6th grade students they serve per week.

APPENDIX D
IMPERIAL UNIFIED SCHOOL DISTRICT
EXTRA PAY FOR EXTRA DUTY SCHEDULE
EFFECTIVE JULY 1, 2023

BASE #1=\$ 64,442 BASE #2=\$ 65,381 BASE #3=\$ 66,338

HIGH SCHOOL POSITIONS

Athletic Director – **Responsibility Factor 0.30**

Base #1 - \$ 19,333

Base #2 - \$ 19,614

Base #3 - \$ 19,902

Head Varsity Football Coach; District Band Director - **Responsibility Factor 0.09369**

Base #1 - \$ 6,038

Base #2 - \$ 6,126

Base #3 - \$ 6,216

Head Varsity Coaches for Boys Soccer, Girls Soccer, Boys Basketball, Girls Basketball, Cross Country, Wrestling, Volleyball, Baseball, Softball, Track, Golf, Tennis, Swim Team, Girls' Wrestling, Girls' Track, Cheerleader Sponsor and ASB Activities Director, Girls Flag Football, Girls Wrestling, Boys Volleyball, E-Sports- **Responsibility Factor 0.075**

Base #1 - \$ 4,833

Base #2 - \$ 4,902

Base #3 - \$ 4,976

Oasis Advisor - **Responsibility Factor 0.060**

Base #1 - \$ 3,866

Base #2 - \$ 3,924

Base #3 - \$ 3,981

Assistant Football Coaches (7 positions), Assistant Wrestling Coach, Assistant Track Coach (2 positions), Assistant Swim Team Coach, Assistant Baseball Coach, Assistant Softball Coach, Assistant Girls Basketball, Assistant Boys Basketball, Assistant Girls Soccer, Assistant Boys Soccer, Assistant Volleyball, Assistant Cross Country, Head J.V. Coaches

for Boys Basketball, Girls Basketball, Volleyball, Baseball, Softball, Boys Soccer, Girls Soccer, Wrestling, Freshman Basketball Coach, Freshman Volleyball Coach, Freshman Softball Coach, Freshman Baseball Coach, Freshman Boys Soccer Coach, Freshman Girls Soccer Coach, Senior Class Sponsor, Girls Flag Football, Girls Wrestling, Boys Volleyball, and Boys Volleyball JV - **Responsibility Factor 0.045**

Base #1 - \$ 2,900

Base #2 - \$ 2,942

Base #3 - \$ 2,985

Junior Class Sponsor, Sophomore Class Sponsor, Freshman Class Sponsor and Link Crew Advisor - **Responsibility Factor 0.030**

Base #1 - \$ 1,933

Base #2 - \$ 1,961

Base #3 - \$ 1,990

Advisors for Pop Culture, A.F.S., C.S.F., F.F.A., Spanish Club, Interact Advisor, and Drama Club –

Responsibility Factor 0.0188

Base #1 - \$ 1,212

Base #2 - \$ 1,230

Base #3 - \$ 1,247

JV Cheerleader Advisor- **Responsibility Factor 0.0263**

Base #1 - \$ 1,695

Base #2 - \$ 1,720

Base #3 - \$ 1,745

Assistant Band Advisor (2 positions) - **Responsibility Factor 0.0253**

Base #1 - \$ 1,630

Base #2 - \$ 1,654

Base #3 - \$ 1,678

Link Crew Assistant Advisor (2 positions) - **Responsibility Factor 0.015**

Base #1 - \$ 967

Base #2 - \$ 982

Base #3 - \$ 995

Chorus Director, Mock Trial, and Academic Decathlon/Speech Advisor – **Responsibility Factor 0.040**

Base #1- \$ 2,578

Base #2 - \$ 2,616

Base #3 - \$ 2,653

MIDDLE SCHOOL POSITIONS

District Music Director II - **Responsibility Factor 0.060**

Base #1 - \$ 3,866

Base #2 - \$ 3,924

Base #3 - \$ 3,981

Beacon Advisor - **Responsibility Factor 0.0281**

Base #1 - \$ 1,810

Base #2 - \$ 1,838

Base #3 - \$ 1,865

Honor Society Sponsor - **Responsibility factor 0.0188**

Base #1 - \$ 1,212

Base #2 - \$ 1,230

Base #3 - \$ 1,247

Coaches for Boys Basketball (2 teams), Boys Flag Football (1 team), Boys Volleyball (1 team), Boys Softball (1 team) Girls Volleyball (2 teams), Girls Basketball (2 teams), Girls Softball (1 team), Co-Ed Soccer (2 teams), Girls Flag Football (1 team) - **Responsibility Factor 0.0253**

Base #1 - \$ 1,630

Base #2 - \$ 1,654

Base #3 - \$ 1,678

Academic Competition Sponsors for 7th Grade Math, 8th Grade Math, 7th Grade Social Science/History, and 8th Grade Social Science/History - **Responsibility Factor 0.0086**

Base #1 - \$ 554

Base #2 - \$ 563

Base #3 - \$ 570

Middle School Athletic Director – **Responsibility Factor 0.060**

Base #1 - \$ 3,866

Base #2 - \$ 3,924

Base #3 - \$ 3,981

Student Activities Director - **Responsibility Factor 0.060**

Base #1 - \$ 3,866

Base #2 - \$ 3,924

Base #3 - \$ 3,981

ELEMENTARY POSITIONS

Elementary Spelling Bee Advisor- **Responsibility Factor 0.0086**

Base #1 - \$ 554

Base #2 - \$ 563

Base #3 - \$ 570

Ben Hulse Safety Patrol Advisor, Waggoner Safety Patrol Advisor and Cross Safety Patrol Advisor- **Responsibility Factor 0.0253**

Base #1 - \$ 1,630

Base #2 - \$ 1,654

Base #3 - \$ 1,678

Ben Hulse Yearbook Advisor, Waggoner Yearbook Advisor, Cross Yearbook Advisor, Ben Hulse Student Council Advisor, Waggoner Student Council Advisor and Cross Student Council Advisor - **Responsibility Factor 0.0132**

Base #1 - \$ 851

Base #2 - \$ 863

Base #3 - \$ 876

OTHER POSITIONS

Student Study Team Assignments - (each team limited to a total of 3 members made up of 2 regular members and 1 coordinator)

Regular Member **Responsibility Factor - 0.045**

Coordinator **Responsibility Factor - 0.060**

Ben Hulse K-2 Team

Waggoner K-2 Team

Cross K-2 Team

Frank Wright 6th Grade Team

Imperial High 9-12 Team

Ben Hulse 3-5 Team

Waggoner 3-5 Team

Cross 3-5 Team

Frank Wright 7-8 Team

Study Team Member

Base #1 - \$ 2,900

Base #2 - \$ 2,942

Base #3 - \$ 2,985

Study Team Coordinator

Base #1 - \$ 3,866

Base #2 - \$ 3,924

Base #3 - \$ 3,981

Hourly Teaching Assignments - Home Teaching, Adult Ed. Instructor, Drivers Training, Substitute on Prep Period, Teaching on A Period - \$45 per hour.

IMPERIAL UNIFIED SCHOOL DISTRICT
Regional Occupational Program/Vocational Education
Hourly Wage and Salary Schedule for Instructional Staff
Effective July 1, 2023

	1	2	3	4	5	6
A	\$41.84	\$43.26	\$44.71	\$46.24	\$47.80	\$49.45
B	\$43.13	\$44.60	\$46.11	\$47.68	\$49.28	\$50.99
C	\$44.46	\$45.99	\$47.52	\$49.16	\$50.83	\$52.54
D	\$45.84	\$47.42	\$49.01	\$50.82	\$52.39	\$54.19
E	\$47.27	\$48.88	\$51.98	\$52.27	\$54.03	\$55.86
F		\$50.39	\$52.09	\$53.85	\$55.69	\$57.61
G		\$51.96	\$53.73	\$55.54	\$57.42	\$59.38
H			\$55.39	\$57.25	\$59.19	\$61.21
I			\$57.10	\$59.04	\$61.04	\$63.14
J				\$60.85	\$62.93	\$65.07
K					\$64.89	\$67.09
L						\$69.19

Placement on Range

Reflects a combination of credential, education, and work experience.

Placement on STEP

Reflects number of years of verified teaching experience unless there are not enough steps in the range. In that case, the placement will be at the highest step available on that range, and the teacher's pay will become frozen or at that highest step.

CERTIFICATED PERSONNEL SHALL BE PLACED ON RANGES 2 THROUGH 6 ONLY IF THEY POSSES A LIFE OR CLEAR CREDENTIAL, OR THEY QUALIFY FOR A CLEAR CREDENTIAL, EXCEPT FOR HAVING COMPLETED 2 YEARS TEACHING EXPERIENCE.

IMPERIAL UNIFIED SCHOOL DISTRICT
Regional Occupational Program/Vocational Education Placement Criteria
Part-time Instructional Staff

- 1) Salary range for each teaching position will be established using the following criteria: teachers must possess a high school diploma or equivalent and five (5) years related work experience. One year of the five must be within the three years immediately preceding the issuance of the preliminary credential to meet the recency requirement. For the purpose of meeting the recency requirement a teacher may use vocational teaching experience, college level related courses, non-college related courses or occupational internship. These may be accumulated to total 1500 clock hours.

-OR-

48 semester units of postsecondary education related to the subject on the credential and verified by official transcript, may be substituted for a maximum of two of the five years of work experience.

Teachers approved on a one-year Preliminary Designated Subjects Credential (i.e., have not satisfied the U.S. Constitution requirement) shall be placed off the salary schedule until such time as the teacher receives the Preliminary Designated Subjects Credential approved for four or five years. The rate of pay will be \$20.28 per hour.

RANGE 1

- Preliminary Designated Subjects credential approved for four or five years, high school diploma or equivalent and five years related work experience.

RANGE 2

- High School Diploma or equivalent and five years related work experience.

RANGE 3

- High school diploma or equivalent and eight years related work experience
- Sixty semester units of college coursework and six years related work experience
- BA and fifteen semester units upper division or graduate work related to subject area or to teaching vocational education and three years related work experience

RANGE 4

- High school diploma or equivalent and ten years related work experience
- Sixty semester units of college coursework and eight years related work experience
- BA and seven years related work experience

- BA and thirty semester units upper division or graduate work related to subject area or to teaching vocational education and four years related work experience

RANGE 5

- BA and nine years related work experience
- BA and forty-five semester units related to subject area or to teaching vocational education and four years related work experience

RANGE 6

- MA and eleven years related work experience

- 2) Initial placement on the schedule will be in accordance with established IUSD Personnel Policies, as approved by the Governing Board. A maximum of five (5) years of teaching experience shall be credited on the schedule on a year-for-year basis.
- 3) All credentials referred to shall be only those deemed appropriate for ROP/Vocational Ed.
- 4) Advancement in range on the schedule occurs the month following proof of eligibility. It is the responsibility of each teacher to report all credential clearances and/or educational advancement to Personnel.
- 5) Compensation for summer session instruction and/or approved extra-duty assignments will be at the same rate per hour as the placement on the schedule indicates.
- 6) All certificated positions will use July 1 as the anniversary date for step increases. No step increases will be approved for any other date during the year. Teachers hired between January 1 and December 31 of the current calendar year will be eligible for a step increase on July 1 of the next calendar year.
- 7) Part-time ROP/Voc. Ed. instructors will not be eligible for a preparatory period.