

AGREEMENT BETWEEN

**GOVERNING BOARD OF THE
NICASIO SCHOOL DISTRICT**

AND

NICASIO TEACHERS ASSOCIATION

Term:

July 1, 2011 to June 30, 2013

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ARTICLE I. RECOGNITION

- A. The Governing Board of the Nicasio School District (hereinafter referred to as “District”) confirms its recognition of the Nicasio Teachers Association (hereinafter referred to as “Association”) as the exclusive representative for the following certificated employees (hereinafter referred to as “Employees”) of the District:
- Full-time
 - Regular part-time
 - Temporary
- B. Excluded employees include, but are not limited to, Management, Supervisors, Confidential employees, and Substitute teachers.

ARTICLE II. AGREEMENT

A. Bilateral Agreement

The sections and provisions contained herein constitute a bilateral and binding agreement by and between the District and the Association.

B. Duration

This Agreement shall be in effect from July 1, 2011, through June 30, 2013. No provision shall be applied retroactively. The parties agree not to reopen on any articles for the duration of this Agreement.

ARTICLE III. MANAGEMENT RIGHTS

- A. The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- B. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. The powers and authority retained by District include, but are not limited to, the exclusive right to determine the times and hours of operation, the kinds and levels of services to be provided, and the methods and means of providing them; to establish District’s education policies, goals, and objectives; to insure the rights and educational opportunities of students; to determine staffing patterns and the number and kinds of personnel required, to maintain the efficiency of District operations; to

determine the curriculum; to build, move, or modify facilities; to establish budget procedures and determine budgetary allocation; to determine the methods of raising revenues; and to take action on any matter in the event of an emergency. Unless otherwise specifically provided for in this Agreement, the District retains the right to hire, classify, assign, transfer, evaluate, promote, reprimand, and terminate employees. Nothing herein may be construed as limiting either the District's or the Association's right to pursue a legal remedy in a court of competent jurisdiction regarding the provisions of this Agreement or rights under the law.

ARTICLE IV. PERSONNEL RECORDS

A. File Contents

1. There shall be a single personnel file for each employee. Personnel files shall be kept in the central administrative office of the District.
2. All material placed in an employee's personnel file shall be dated and signed by the person who caused the documents or statements to be prepared.
3. The personnel file shall be confidential and available only to the Administrator or officers or other agents of the District in the course of conducting District business.

B. Inspection and Copying

Within a reasonable period following a request, to the extent permitted by law, an employee shall have the right to inspect his/her own personnel records during times when employee is not scheduled to instruct students. Such inspections shall occur in the presence of the Superintendent or designee. Upon written authorization by the employee, an Association representative or person selected by employee may review the employee's file or accompany the employee in his/her review of the file. Within a reasonable period following a request, an employee may obtain a copy of materials in his/her personnel records.

C. Derogatory Material

1. Information of a derogatory nature shall not be entered or filed unless and until the employee is given ten (10) calendar days notice and an opportunity to review and comment thereon. The employee shall have the right to enter and have attached to any such derogatory documents or statements, his/her own comments thereon. Such review shall take place during normal business hours but not during times when employee is

scheduled to instruct students.

ARTICLE V. LEAVES

A. Personal Illness and Injury Leave

1. Full-time employees shall be entitled to ten (10) days of leave with full pay for each school year for purposes of personal illness or injury. Employees who work less than full time shall be entitled to such proportion of the ten (10) days leave as the number of hours per week of scheduled duty bears to the number of hours for a full-time employee in a comparable position.
2. The District may require an employee to present a doctor's certificate verifying an illness or injury for an absence of three (3) or more consecutive days and/or providing medical authorization to return to work.
3. Whenever possible, an employee must contact the District Office by 5:00 p.m., or earlier, on the day prior to the absence, if the need to be absent is known, to permit the District time to secure substitute service. Insofar as possible, an employee taking sick leave shall notify the District of the intent to return to work no later than 2:00 p.m. of the day preceding such intended return.

B. Personal Necessity and Personal Business Leave

1. Employees covered by this Agreement shall be entitled to use a maximum of seven (7) days of accrued sick leave each school year for personal necessity.
2. Employees shall not be required to secure advance permission for leave taken for any of the following reasons:
 - a. Death or serious illness of a member of the employee's immediate family.
 - b. An accident involving the employee's property or property of any member of the employee's immediate family.
3. An immediate family member shall be defined as: significant other residing in the household of the employee, mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the employee, stepchild, or any relative living in the immediate household of the employee.

4. With the prior written approval of Principal or Superintendent, personal necessity leave may be granted for events of a serious nature, which the employee cannot reasonably be expected to disregard and which require the attention of the employee during assigned hours of service.
5. Whenever possible, employees shall give District 24 hours advance notice of the date(s) and reason(s) for leave due to personal necessity.
6. Employees may use three (3) of the seven (7) personal necessity days for personal business. The employee shall determine what constitutes personal business.

C. Bereavement Leave

An employee shall be entitled to a maximum of three (3) days leave of absence, or five (5) days of absence if travel more than three hundred miles one way is required, without loss of salary on account of the death of any member of the employee's immediate family as defined in B.3.

D. Industrial Illness Leave

1. A person who has been employed by the District for thirty-six (36) months shall be entitled to industrial accident leave as provided by law (Education Code 44984).
2. Allowable leave shall be for a maximum of sixty (60) days during which the District is required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.
3. The District has the right to have the employee examined by a physician selected by the District.

E. Maternity Disability Leave

The District shall provide for leave of absence from duty for any employee who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery from the same, in accordance with applicable law (Education Code 44965).

F. Differential Pay

As provided by law (Education Code 44977), when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional

period of five school months, the amount deducted from the salary due him or her for any of the additional five months in which absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had one been employed.

G. Family Medical Leave

1. The District shall provide each employee with leave as required by state (Government Code 12945.2) and/or federal (Public Law 103-3) Family Medical Leave Acts.
2. Family medical leave shall run concurrently with other paid or unpaid leave if the reason for such other leave meets the requirements for leave under paragraph G.

H. Other Leaves

Unless otherwise provided in this Agreement or by law, employees shall obtain District's advance written approval to take any leave from employee's duties. Except in an emergency, as determined by District, a written request for leave shall be submitted at least 10 calendar days prior to the next regularly scheduled meeting of the Governing Board. The request shall include the period and specific reason(s) for the requested leave.

ARTICLE VI. BENEFITS

- A. Employees shall be entitled to enroll in the medical, dental, and vision plans contracted for by District. Employees may also enroll their eligible "dependents" and "domestic partners", as defined and permitted by the carrier and applicable law. The District will contract for the same medical, dental and vision plans that Marin County Office of Education ("MCOE") makes available to its employees provided the carriers permit the District to contract for the plans through MCOE at MCOE's rate or by direct contract at a rate that is less than or equal to MCOE's rate.
- B. Effective July 1, 2010 the District shall contribute a sum not to exceed a "cap" of \$8,125.08 per year for such medical, dental and vision plans for full-time (.75 F.T.E. to 1.0 F.T.E.) employees and their eligible dependents/domestic partners.
- C. Effective July 1, 2006, the District's contribution, for such medical, dental, and vision plans, for a part-time employee (.50 F.T.E. up to .75 F.T.E.) and their eligible dependents/domestic partners shall be a prorated portion of the "cap" based upon his/her F.T.E.

- D. Part-time employees whose F.T.E. is less than half time (<.50 F.T.E.) may enroll themselves and their eligible dependents/domestic partners in such plans at their sole expense.
- E. An IRC 125 Plan shall be made available to all employees if a plan is available through MCOE at no cost to **the** District.

ARTICLE VII. SALARIES

A. Salary Schedule - Appendix A

- 1. Each full-time employee shall be paid in accordance with his/her placement on the salary schedule (Appendix A) approved by the Board of Trustees on August 15, 2012.
- 2. On a pro-rata basis, a part time employee shall be paid in accordance with his/her placement on the salary schedule.
- 3. Employees shall receive an additional \$500 per year for a Master's Degree.

B. Initial Schedule Placement

- 1. Initial placement on the salary schedule shall be made in accordance with the guidelines below.
- 2. Only semester units earned at an accredited college or university after the award of a bachelor's degree shall be considered in making the initial placement.
- 3. A new employee with no previous teaching experience shall be placed on Step 1 of the appropriate column.
- 4. Only full-time teaching experience in a state accredited school outside the District shall be recognized one (1) step (increment) for each full year of experience. Initial placement shall not be higher than Step VII of the appropriate column.

C. Subsequent Schedule Movement

All course work units taken for salary credit after initial employment shall be from an accredited college or university.

D. Definition of Units

1. Units as used in Article VII) refer to semester units. One quarter unit equals two-thirds (2/3) of a semester unit.
2. In order for units to be approved for placement on the salary schedule, original transcripts reflecting successful completion must be submitted to the District.
3. Salary schedule credits shall be granted only for a course grade of “C” or above, or a “Pass” for courses not providing letter grades.
4. All units completed by September 2 of any year shall be counted for salary placement purposes for that year provided original transcripts are received by the District no later than October 30.

E Mileage

When employees are required to use their personal vehicles for school business, they will be reimbursed at the current IRS rate for mileage provided employee completes District’s reimbursement form.

ARTICLE VIII. CLASS SIZE

- A. When a teacher has a concern over his/her class size, he/she may meet with the superintendent/principal to discuss the class size as it relates to the concerns of the teacher and the educational needs of the school.
- B. If a satisfactory resolution has not been achieved, the Association, upon request of the teacher, may meet with the superintendent/principal to discuss alternatives. The District shall consider measures reasonably possible and consistent with sound educational policy to assure equitable class size.
- C. Superintendent or Principal shall have final authority to determine class size.

ARTICLE IX. GRIEVANCE PROCEDURES

A. Definitions

1. A “grievance” is a claim by one or more employees and/or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.

2. A “grievant” may be any one (1) or more employees covered by the terms of this Agreement or the Association.
3. A “day” is any duty day in which the District Office is open for business.
4. Administrator is the person employed by the District to act as Principal or Superintendent or his/her designee.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged violations, misinterpretations or misapplications of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Time Limits

1. If the grievant does not act within any of the time limits in each level, grievant’s right to do so shall be deemed waived.
2. If the District fails to respond within any of the time limits in each level, the grievant may appeal the grievance to the next level.
3. The grievance process must be initiated within ten (10) days after grievant knows or reasonably could have known of the alleged occurrence or failure to take action which led to the grievance.
4. Time limits may be shortened or extended upon the mutual written agreement of the parties involved. Time limits shall be computed by excluding the day communications are received and including the last day.

D. General Provisions

1. All documents or decisions required to be presented by the parties shall be served personally or sent by certified mail, return receipt requested, to the grievant at the grievant’s last known address of record unless grievant otherwise specifies in the grievance, and to the District at the District Office, attention Superintendent. If mailed, the document or decision shall be deemed served on the actual date of receipt or two (2) days after deposit in the mail, whichever is earlier.
2. To minimize disruption to classes, whenever possible, meetings and other matters related to grievances shall be held when classes are not in session.

3. No reprisals of any kind shall be taken by the Superintendent or representative of the administration or the Board against participants in the grievance procedure by reason of such participation.
4. The grievant may be represented by him/herself at any level of the grievance procedure; and/or, at his/her option, by a representative of his/her choice.

E. Procedure

Level I (Informal)

1. Before filing a written grievance (Appendix B), the employee shall attempt to resolve the problem in an informal conference with the Principal. This attempt shall be made within ten (10) days of the act or omission (or the date the grievant should reasonably have been aware of same) giving rise to the grievance. The Principal shall respond to the grievance in writing within ten (10) days after the informal conference.

Level II (Written)

1. If the grievance is not resolved informally, the grievant may prepare a written statement of the grievance using the Level II grievance form (Appendix B). The form must be served on the Superintendent within ten (10) days after service of the informal response.

This written statement shall include a clear, concise description of the grievance, the specific section(s) of this Agreement alleged to have been violated, misinterpreted or misapplied, and the circumstances involved.

2. The Superintendent shall prepare a written decision, including reason(s) therefore, and serve it within ten (10) days after receiving completed Level II the grievance form.
3. Within the above time limits the grievant and Superintendent shall at the request of either party have a personal conference.

Level III (Governing Board)

1. If the grievant is not satisfied with the decision at Level II, the grievant may appeal to the Governing Board within ten (10) days after receipt of the Level II decision. If no Level II decision is rendered within the required time limit, the grievant may appeal to the Governing Board within ten (10) days after expiration of the time period for the Level II response.

2. The appeal shall include a copy of the original grievance, the Level I and Level II responses, and a concise statement of the scope and reasons for the appeal and the remedy sought.
3. The Governing Board shall hear the grievance at a closed session at the next regularly scheduled meeting as long as the appeal is received in the District office at least ten (10) days prior to the scheduled meeting date.
4. The decision of the Governing Board shall be final.

ARTICLE X. ASSIGNMENT AND REASSIGNMENT

A. Assignment

Upon initial employment, assignment of a classroom and grade level(s) shall be made by the Superintendent or Principal.

B. Position Vacancies

In the event of a position vacancy, the Superintendent or Principal shall communicate the vacancy to the employees and solicit requests from interested employees, prior to opening a position for advertisement.

C. Reassignment

1. "Reassignment" shall mean the change of an employee's grade-level assignment.
2. In the event of reassignment where no vacancy is involved, the Superintendent or Principal shall consult with the affected employee(s), as early as is reasonable and attempt to reach agreement.
3. If no agreement is reached, Superintendent or Principal shall make the reassignment(s) as he/she determines is appropriate.

D. Annual Notification

1. Prior to June 1, employees shall be notified of their tentative grade level assignments and classroom locations for the coming school year.
2. The District and the Association recognize that special circumstances beyond the control of the District may necessitate reassignment during the summer. The affected employees shall be given written notice within ten (10) days of the District's knowledge of the change.

ARTICLE XI. EVALUATION

A. Frequency

1. Every temporary, first and second year employee shall be evaluated by the District, in writing, at least once each school year. Thereafter, employees shall be evaluated at least once every two (2) years.
2. Employees shall be evaluated by the Superintendent or Principal.
3. The evaluation shall be completed no later than thirty (30) days before the last school day scheduled on the current school calendar.

B. Pre-Evaluation Meetings

1. Employees who are to be evaluated during the school year shall be furnished a copy of the evaluation procedures and advised of the criteria upon which the evaluation is to be based no later than October 1.
2. The evaluation criteria shall be in accordance with California Standards as follows:
 - a. Engages and supports all students in learning.
 - b. Creates and maintains effective environments for student learning.
 - c. Understands and organizes subject matter for student learning.
 - d. Plans instruction and designs learning experiences for all students.
 - e. Assesses student learning.
 - f. Develops as a professional educator.
3. No later than October 15, employees to be evaluated will submit one (1) proposed goal developed from three (3) Key Elements in one (1) California Standard upon which they desire to be evaluated. The District may add one (1) goal developed from three (3) Key Elements from one (1) California Standard. The goals shall include specific objectives and time for completion. (Appendix C-1)
4. By November 1, employees shall meet with the Superintendent or Principal for an initial conference to review the goals, timetable for their completion and timelines for observations and formal evaluation.

C. Observations and Visitations (Appendix C-2)

1. Each Formal Evaluation shall be based on not less than two (2) scheduled classroom observations by the Superintendent or Principal.

- a. A scheduled observation shall be preceded by a conference between the Superintendent or Principal and the employee. The conference shall be at least two (2) days prior to the observation.
 - b. The purpose of the conference will be to clarify the goals and objectives of the class to be observed.
 - c. This provision does not preclude nonscheduled observations and/or informal classroom visitations as an additional basis for evaluation. However, any note or written information from these observations and/or informal classroom visitations will be shared with the teacher within five working days.
2. The Superintendent or Principal shall meet with the employee within five (5) days of a formal observation and provide a signed and dated Certificated Observation Report.
 3. If one (1) or more of the Certificated Observation Reports are negative, the employee may request one (1) additional scheduled observation, conference, and Certificated Observation Report. At the conference, the Superintendent/Principal shall make recommendations for improvement in the areas deemed unsatisfactory, which may include in-service training and/or participation in conferences which shall be at District cost.

D. The Formal Evaluation (Appendix C-3)

1. The final written evaluation shall be delivered and discussed at a conference, scheduled specifically for that purpose, between the Superintendent or Principal and the employee.
2. The conference shall be held no later than thirty (30) days prior to the last school day on the school calendar.
3. The Superintendent or Principal shall present the written evaluation and discuss its content with the employee. The employee shall sign the written evaluation, signifying receipt and awareness of the opportunity to attach a written response in accordance with Education Code 44031. The employee shall receive a copy of the written evaluation and the original shall be placed in the personnel file.

ARTICLE XII. THIRD PARTY COMPLAINTS ABOUT EMPLOYEES

- A. The Superintendent, Principal and/or Governing Board will encourage a complainant to meet with the employee before discussing the concern or complaint with the complainant.
- B. Employee shall meet with a complainant and attempt to resolve a concern or complaint by mutual agreement. Upon request of either the complainant or employee, the Principal will attend the meeting to facilitate the resolution process.

ARTICLE XIII. HOURS/WORK YEAR

A. Teaching Hours

- 1. The District and the Association recognize that grade-level and other program requirements may result in disparate teacher-student contact time.
- 2. The on-site workday shall be seven (7) hours. Employees shall be on-site 15 minutes prior to commencement of instruction. Employees will be required to perform the following extra duties outside the workday: Back-to-School Night, field trips mutually agreeable to the teacher and the District, IEP and SST meetings, the Winter Program and Spring Open House.
- 3. Staff meetings will be held twice per month, one in the afternoon and one in the morning. The day(s) of staff meetings shall be determined by the District after considering preferences of employees. Afternoon staff meetings will begin 15 minutes after the end of the student day and will be no longer than 1 1/2 hours in duration. Morning staff meetings will commence at 7:30 a.m. and will be no longer than 45 minutes in duration.
- 4. The employees' lunch break will be duty-free and no less than forty (40) minutes. Employees may leave school during the lunch break after notifying the office.
- 5. The work year will be a total of one hundred eighty-six (186) days. One hundred eighty (180) of these days shall be instructional days.
- 6. Teachers will receive a 15 minute recess break in the morning. Teachers on yard duty will be provided, at least, a 5 minute relief break.
- 7. Supervision duties shall be assigned on a rotational basis and be equitably distributed.

ARTICLE XIV. ACADEMIC FREEDOM

- A. Teacher shall have the responsibility for determining grades for students in accordance with the standards for grading as established by district policy, and administrative rules and regulations. Such grades may not be changed except as permitted by district policy, rules, and regulations.

- B. The teacher must be free to think and express ideas, free to select and employ materials, and follow methods and educationally acceptable learning styles of instruction, free from undue pressures of authority, and free to act within his/her professional group. Such freedom should be used judiciously and prudently to the end that it promotes the free exercise of intelligence and student learning. Such academic freedom shall be subject to standards of professional responsibility with due regard for the maturity level of students, laws of the State of California, District policy, and administrative rules and regulations.

IN WITNESS WHEREOF the parties hereto executed this Agreement.

NICASIO SCHOOL DISTRICT

NICASIO TEACHERS ASSOCIATION

For the District

For the Association

Date: _____

Date: _____