

Collective Bargaining Agreement

Between

Blochman Union School District

And

Blochman Teachers' Association

July 1, 2020 through June 30, 2021

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ARTICLE 1

PREAMBLE

The articles and provisions contained herein constitute a bilateral and binding agreement by and between the BLOCHMAN UNION SCHOOL DISTRICT (“District”) and the BLOCHMAN TEACHERS’ ASSOCIATION/CTA/NEA (“Association”), a unit member organization.

ARTICLE 2

RECOGNITION

The District acknowledges that the Association is the exclusive representative for a unit of certificated unit members, excluding management, supervisory, substitute teachers and hourly certificated unit members, pursuant to the provisions of the Education Employment Relations Act of 1976. (“EERA” or the “Act”).

ARTICLE 3

ASSOCIATION RIGHTS

A. Access to Unit Members

Association staff and Association representatives shall have the right to access bargaining unit members during non-school hours.

B. Association Meetings

Unit members may attend Association meetings during non-duty hours.

1. The Association shall have the right to use teacher mail boxes and space on designated bulletin boards to announce Association meetings subject to the condition that all postings on designated bulletin boards must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by an Association officer. The District shall provide a bulletin Board for Association use. All notices, communications, and use of District mail services and mail boxes shall be in compliance with applicable law.
2. The Association shall have the right to the use of District facilities subject to applicable law including EERA Section 3543.1(b) and applicable Board Policy when not otherwise required for District business.

C. Dues Deduction

The District will deduct from the pay of Association members, and pay to the Association, the normal and regular monthly membership dues as voluntarily authorized in writing by the unit member on the employer form subject to the following conditions:

1. Salary deduction shall be made only upon submission on a District-approved form of a duly executed and revocable authorization by the unit members.
2. The District shall not be obligated to put into effect any new, changed or discontinued deductions until the pay period commencing 15 days or more after the submission.
3. Any changes in deductions hereunder during the term of the Agreement shall be made pursuant to written unit member authorization.
4. Any unit member who is a member of the Association at the time of this Agreement becomes effective or who enrolls during the term of this Agreement shall maintain his/her membership dues for the duration of the Agreement. This provision will not deprive any unit member of the right to terminate his/her membership dues in the Association within the thirty-day period following expiration of the Agreement.
5. BTA agrees to hold the District harmless and to pay to the District all legal fees and costs incurred in defending against any legal and/or administrative action before the Public Employment Relations Board or other tribunal challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation.

ARTICLE 4

MANAGEMENT RIGHTS

A. Management Authority

1. It is understood and agreed that the District retains all of its power, rights and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its unit members; determine the times and hours of operation; determine the level, and kinds of services to be provided; establish and administer its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; delegate to the Superintendent and other legally appointed officers the operation of the school system; determine the number and kinds of personnel required; contract out work or transfer work out of the unit, but not to the detriment of a full-time position; maintain the efficiency of employer operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, determine the qualification of, classify, assign, evaluate, promote, terminate and discipline unit members.
2. Before implementing any decision to contract out work or to transfer work out of the unit, the District shall notify the Association, and upon request, negotiate the impact of such decision on unit members' terms and conditions of employment, to the extent such

terms and conditions are within the scope of representation. A request to negotiate shall not require the District to delay implementation. No work should be subcontracted out of the Bargaining Unit to the detriment of a full time teaching employee.

ARTICLE 5

HOURS

A. Hours of Work

1. The parties recognize that the professional responsibilities of unit members include teaching; lesson planning and preparation; grading and record keeping; meeting with students, parents and District Personnel; improvement of teaching skills; and participating in adjunct duties incident to the District's programs. They further recognize that the professional nature of these responsibilities does not lend itself to a workday of rigidly established length.
2. Each unit member is to be at his/her work location 30 minutes prior to student arrival to prepare classroom instruction activities; address student needs; attend scheduled parent or administrative meetings; and participate in adjunct duties.
3. Unit members may leave the worksite immediately following the dismissal of students with the permission of Administration.
4. Notwithstanding the above, the unit members may generally leave at the conclusion of the instructional day on the last school day of the week.
5. The parties agree to comply with the provisions of Education Code sections 46200 and 46201.

B. Work Year

1. The work year for full-time unit members shall be 184 days with 180 days of student instruction. Four workdays will be scheduled prior to the first day of student instruction. Three days will be reserved for in-service and site-based management and one day will be reserved for classroom preparation. The district recognizes its obligation to negotiate the placement of workdays on the school calendar. However, the Association recognizes that the District may adapt the school calendar in the event of a business necessity, weather conditions or emergency, as determined by the District.

C. Co-Curricular Duties

1. Co-curricular assignments are considered to be mandatory requirements of the job. As is the cases with adjunct duties, unit members are expected to remain beyond the minimum on-site hours, as necessary to perform such duties. To the fullest extent possible, workload among staff is to be distributed in a fair and equitable manner including less desirable tasks.
2. The list of co-curricular activities will be mutually agreed upon by the teachers and administration and submitted to the Board of Trustees for final approval.
3. Teacher volunteers will be sought first for co-curricular activities. Teachers will be allowed to select activities. If there are insufficient volunteers, Administration may choose to assign the co-curricular duty, or the co-curricular activity will be re-evaluated and deferred to the following year.

D. Faculty Meetings/Staff Development

1. Attendance at faculty meetings and staff development meetings is mandatory. Staff will attend no more than two faculty and /or staff development meetings per month outside the regular school day. Meetings will be approximately one hour in length. Monthly minimum days will be scheduled for staff collaboration and planning. There will be a minimum of eight collaboration/planning days each year. Collaboration/planning activities will be mutually agreed upon by the management and planned by the association. In addition to the monthly collaboration/planning days, monthly minimum days will be scheduled for professional development. The professional development days will be mutually agreed upon by the management and the association. There will be a minimum of eight professional collaboration days each year.

ARTICLE 6

UNIT MEMBER COMPENSATION

A. Certificated Salary Schedule

1. For the school year 2020 - 2021, the Salary Schedule (Appendix A to reflect a 2% increase) is effective July 1, 2020.

B. Salary Schedule Regulations

1. Movement on the salary schedule based upon completion of additional course work and/or years of experience, where applicable, shall be granted to an unit member

who qualifies, effective each succeeding first day of school, provided that the unit member submits a pre-approval request by May 1 of the preceding school year.

Unit members new to Blochman Union School District will be allowed up to four years of prior teaching service in a full-time teaching position in a K-12 public school. Placement on the salary schedule will be determined as follows:

Years Experience	Salary Schedule Step
1	2
2	3
3	4
4	5

2. Column advancement from one column to the next in any school year requires the following:
 - i. The Superintendent’s prior written approval for the course(s) selected.
 - ii. All course work must be completed by the date school opens unless the Superintendent grants an extension, in writing. Otherwise, column advancement for completed course work will become effective at the start of the next school year.
 - iii. An official transcript from the college or university submitted on or before December 31st. Salary increases will be retroactive to the beginning of the applicable school year. Otherwise, column advancement will become effective at the start of the next school year. These provisions are subject to Board Policy No. 4152.
 - iv. The grade for the course is a “C” or better or “Pass” where letter grades are unavailable.
3. A part-time contracted certificated unit member will be paid proportionally to the number of minutes of service required in the workday served by a full-time unit member.
4. The Superintendent may select a Teacher in Charge/Designee each school year. The Designee will receive a stipend negotiated if needed, but no less than \$1000 per year.
5. The hourly rate of pay for extra-duty assignments is \$27.29 per hour, effective July 1, 2020.

ARTICLE 7

HEALTH AND WELFARE BENEFITS

A. Unit member and Dependent Insurance Coverage

1. The District shall provide the health and welfare benefits specified below on behalf of full-time unit members. The District's maximum annual contribution shall not exceed \$10,200 per full-time unit member.
 - i. Health Insurance: The District shall make medical insurance options available for each unit member and eligible dependent(s). See Appendix B.
 - ii. Dental Insurance: The District shall make dental insurance available for each unit member and eligible dependent(s). (Up to an annual maximum coverage of \$1000.00.)
 - iii. Vision Insurance: The District shall make vision insurance available for each unit member and eligible dependent(s).
 - iv. Cancer Benefits: The District shall make supplemental cancer insurance available to any interested unit member. Unit members shall be responsible for all costs of such insurance.

B. Part-time unit members' benefits shall be prorated; for example, a 50 percent unit member shall receive 50 percent of the premium contribution for full-time unit members. Unit members who are contracted for less than 50% are not eligible for benefits.

C. Unit members shall be enrolled in insurance programs on the first day of the month following the date of employment. Benefit coverage shall continue through the earlier date of either June 30 or until Health and Welfare Benefits are provided by another employer for unit members who resign at the end of a complete school year of service. Benefit coverage shall be reduced to the appropriate pro-rated level on the first day of the month following any reduction in hours.

D. COBRA Benefits

1. The parties recognize that the provisions of the Consolidated Omnibus Budget Reduction Act of 1985 ("COBRA") are applicable to unit members. As such, unit members are governed by the rights and responsibilities set forth in the law.

ARTICLE 8

LEAVES

A. Personal Illness and Injury Leave

1. Each unit member shall be entitled to ten (10) days leave of absence for illness or injury during the school year. Earned but unused sick leave days shall be cumulative and carried forward to the succeeding year.

2. Unit members serving less than a full school year, and/or employed on less than a full-time basis, shall be entitled to personal illness leave that is prorated to a school year of full-time service.
3. A unit member's sick leave shall be exclusive of all days he/she is not required to render service to the District.
4. When a unit member is absent from his/her duties due to illness or injury, the member shall use all of his/her accumulated sick leave before the provision of extended sick leave shall apply. At the termination of the accumulated sick leave period, the member shall be eligible for up to five (5) additional months sick leave during which the amount deducted from the salary due the member for any school month in which the absence occurs shall not exceed the established long term daily rate paid substitutes employed to fill the position during the absence. A unit member may only have one five-month period of differential pay per illness or accident. Extended sick leave will be granted only upon receipt by the Superintendent of a doctor's statement indicating clearly the illness or injury giving rise to the leave and the expected duration of the leave.
5. A member shall not be provided more than one five- month period per illness or accident. However, if a school year terminates before the five month period is exhausted; the member may take the balance of the five-month period in a subsequent school year.
6. When a member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided in Section 3, above, and the member is not medically able to resume the duties of his or her position, the member shall, if not placed in another position, be placed on a reemployment list for a period of twenty-four (24) months if the member is on probationary status, or for a period of thirty-nine (39) months if the member is on permanent status. When the member is medically able, during the 24-or 39-month period, the member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period provided pursuant to Section 3.

B. Personal Necessity

1. At his/her election, a unit member may request to utilize a maximum of seven days of sick leave allowed pursuant to California Education Code Section 44978 per school year in cases of personal necessity.
2. Upon request, leave may be granted for a portion of a workday required to cover emergency occasions that are unavoidable and of a serious nature involving

circumstances that the unit member cannot be expected to disregard, and that may not be conducted at a time other than regular duty hours.

3. The seven days of leave under this section may be utilized by a unit member without having to state a reason, subject to the following restrictions:
4. The days shall be limited to the equivalent of the unit member's contractual workday and shall be charged in one-day blocks of time.
 - i. Personal necessity leave shall not be used for any work stoppage.
 - ii. Leaves may not be used for vacation, recreation or personal gain.
5. A written request for permission to take a personal necessity leave shall be filed with the Superintendent at least three days in advance of the day on which the personal necessity leave is intended to be taken. If the need to utilize personal necessity leave is not known to the unit members within the three-day notice requirement, the written request shall be made as much in advance as possible. If due to circumstances beyond the unit member's control it is impossible to request advance permission and the unit member determines to take time off, the unit member shall give verbal notice to the Superintendent, and shall file the leave request immediately upon return to duty. The request shall specify the reason for the inability to file an advance notice along with documents that support those reasons, if any.

C. Bereavement Leave

1. Unit members shall be allowed three days of absence, or five days of absence if travel in excess of 250 miles is required, from assigned duty without loss of salary for the death of any member of his/her "immediate family", as defined in Paragraph F.7 of this Article. Allowable leave shall not be accumulated from year-to-year.

D. Industrial Accident or Illness Leave

1. Pursuant to California Education Code Section 44984 and District procedures, leaves resulting from industrial accident or industrial illness shall be granted to all unit members for up to 60 workdays in any one fiscal year for the same accident. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Section A of this Article. For the purpose of Section A of this Article, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability payments, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability payment, will result in a payment to the unit member of not more than the unit member's full salary. Allowable leave under this section shall not be accumulated from year to year and when an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him for the same illness or injury.

E. Jury Duty/Witness Leave

1. Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from a duly authorized government agency, or to serve as a juror, unless such appearance has been brought about through the connivance or misconduct of the unit member. A unit member requesting leave under this section shall submit to the Superintendent a copy of the subpoena or summons requiring their appearance. Any compensation, less any mileage expenses, received for appearance as a witness, or from serving as a juror under this section, shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of, or less than, his/her regular pay.

F. General Provisions

1. Unit members intending to utilize leaves under this Article shall notify the Superintendent as far in advance as possible.
2. Any unit member utilizing sick leave for compelling personal importance, personal necessity or family illness, as provided herein, shall complete a Personal Absence Report upon return from leave. The Personal Absence Report shall indicate the unit member's name, the type of leave used, the dates of the absence and other necessary information.
3. The District reserves the right to verify by all reasonable means that the leave benefits are not abused, including requiring a unit member to submit a signed declaration and/or other proof to substantiate the use of leave time and/or to be examined by a doctor of the District's choosing at District expense.. Included within this right is the right to verify that a unit member has sufficiently recovered from an illness to return to work and to verify that the unit member has used personal necessity leave in accordance with section B above.
4. The District shall not use its verification right to harass unit members.
5. The failure to report for assignment at the expiration of any type of leave, without a valid reason, shall be considered equivalent to immediate, voluntary resignation from employment.
6. Inclusion of time spent on any type of leave for purposes of determining the unit member's status relating to service computations shall be in accordance with mandatory provisions of the California Education Code, except as expressly provided otherwise in this Article.

7. “Immediate family” means the following: mother (stepmother), mother-in-law, father (stepfather), father-in-law, husband, wife, domestic partner, son (stepson), daughter (stepdaughter), brother, sister, grandparent, legal guardian, foster child, grandchild of the unit member or spouse, or any person living in the immediate household (related by blood or marriage) of the unit member.

G. Unpaid Leave

1. The Board at its sole discretion may grant an unpaid leave of absence. Application must be made in writing at least seven days prior to a regular Board meeting.

ARTICLE 9

PERFORMANCE EVALUATION PROCEDURES

- A. The purpose of the Performance Evaluation is to improve instruction and realize the District’s mission.
 1. Administration will conduct performance Evaluations. Performance Evaluations will be documented on a form(s) prepared by the District.
 2. Instructional competencies, performance and assigned duties of the unit members shall be evaluated.
 3. Performance Evaluation shall be based on the California Standards of the Teaching Profession as defined by the California Department of Education.
 4. Evaluations shall be made at least each school year for each unit member in the first, second, and third year of service to the district and at least every other year thereafter.
 5. No later than October 15, the evaluator will schedule a meeting with each unit member being evaluated to discuss the Performance Evaluation form and guidelines.
- B. Unit members will be evaluated in writing using the Performance Evaluation Form no later than May 1. The completed Performance Evaluation will be given to the unit member at a Performance Evaluation conference. Following the conference, the unit member may attach a written statement to the completed Performance Evaluation form. There will be one formal scheduled classroom observation during each evaluation period, which will be completed prior to January 15. A second evaluation will be conducted prior to May 1 if the results of the first evaluation yield a rating below a “3”. Each formal scheduled classroom observation will be followed by a conference between the evaluator and unit member within ten workdays of the observation. The evaluator will identify deficiencies, if any, in writing; recommend specific actions, where applicable, to improve performance skills and to remediate any deficiencies in order to improve performance, and assist in the implementation of the recommendations.

- C. The unit member will sign and receive a copy of the completed Performance Evaluation Form. Signing by the unit member will indicate only receipt of the form and will not imply that the unit member agrees with the ratings or comments it may contain.
- D. The evaluation of the unit member shall not include:
 - 1. Standardized achievement test results;
 - 2. Results of any test utilized for the purpose of a School Improvement Plan;
 - 3. Achievement of objectives stated in Special Education IEPs;
 - 4. Self-evaluation;
 - 5. Peer-evaluation.

ARTICLE 10

PERSONNEL RECORDS

- A. The official personnel file of each unit member shall be maintained at the District Office. The contents of the personnel file shall be kept in the strictest confidence pursuant to the appropriate provisions of the Education and Government codes. Access to a unit member's personnel file shall be limited to a "need to know" basis and as required by law. Access authorization must be obtained from the Administration. All materials in the personnel file shall be available for inspection by the unit member or by a representative designated in writing by the unit member.
- B. Ratings, reports or records that were obtained prior to the employment of the unit member, prepared by identified selection or evaluation committee members, obtained in connection with a promotional examination or otherwise excluded by law shall be excluded from review.
- C. A unit member may inspect the unit member's personnel file upon request, provided that the inspection takes place during non-pupil contact time.
- D. Derogatory Materials
 - 1. Information of a derogatory nature, except information contained in an unit member's evaluation and information excluded from review as provided above shall not be entered or filed in the personnel file unless and until the unit member is given notice and the opportunity to review and comment thereon. No anonymous complaints will be placed in a unit member's file. All formal written complaints will be investigated according to Board Policy 1312.1 as outlined below.
 - 2. The unit member shall be afforded the opportunity to meet with the Superintendent or designee to review derogatory information prior to a determination of the propriety of placement in the personnel file. The review shall take place during normal business hours and the unit member shall be released from duty, except

during the unit member's pupil contact time, for this purpose without salary reduction.

E. Complaints Against Unit Members

1. A complaint regarding a unit member made to any member of the administration by any parent, student or other person which does or may influence evaluation of a member shall be discussed with the member within five school days after receipt.
2. An Association representative may be present at any follow-up meeting with the unit member if so requested by the unit member.
3. Complaints against a unit member shall be addressed and resolved expeditiously in accordance with the District's Policy, Complaints Concerning School Personnel - Board Policy 1312.1, if applicable. Any investigation or resolution under this policy is not subject to the grievance procedure.

F. The board policy 1312.1 procedure:

1. To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district unit members:
2. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the unit member in order to resolve concerns.
3. If a complainant is unable or unwilling to resolve the complaint directly with the unit member, he/she may submit an oral or written complaint to the unit member's immediate supervisor or the Superintendent.
4. All complaints related to district personnel other than administrators shall be submitted in writing to the Superintendent. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so. Complaints related to an administrator shall be initially filed in writing with the Superintendent or designee. Complaints related to the Superintendent shall be initially filed in writing with the Board.
5. When a written complaint is received, the unit member shall be notified within five days or in accordance with collective bargaining agreements.
6. A written complaint shall include:
 - i. The full name of each unit member involved
 - ii. A brief but specific summary of the complaint and the facts surrounding it
 - iii. A specific description of any prior attempt to discuss the complaint with the unit member and the failure to resolve

- G. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days.
- H. Both the complainant and the unit member against whom the complaint was made may appeal a decision by the supervisor to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the person involved within 30 days. Parties should consider and accept the Superintendent or designee's decision as final. However, the complainant, the unit member, or the Superintendent or designee may ask to address the Board regarding the complaint.
- I. Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:
 - 1. The full name of each unit member involved
 - 2. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
 - 3. A copy of the signed original complaint
 - 4. A summary of the action taken by the Superintendent or designee, together with his/her specific finding that the problem has not been resolved and the reasons
- J. The Board may uphold the Superintendent's decision without hearing the complaint.
- K. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.
- L. A closed session may be held to hear the complaint in accordance with law. (cf. 9321 - Closed Session Purposes and Agendas), (cf. 9323 - Meeting Conduct). The decision of the Board shall be final. Any complaint of child abuse or neglect alleged against a district unit member shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation. (cf. 5141.4 - Child Abuse Prevention and Reporting)
- M. General
 - 1. When a unit member receives an award, commendation, or recognition from the District related to instructional performance, notice of the award, commendation, or recognition shall be placed in the personnel file.
 - 2. On request, a unit member shall be provided a copy of material in the personnel file.

ARTICLE 11

UNIT MEMBER DISCIPLINE

- A. The parties agree that progressive discipline means the level of discipline should be tailored to fit the severity of the infraction; therefore, a serious infraction can result in the imposition

of a higher level of discipline without the requirement for preceding lesser forms of discipline. In the event of any disciplinary meeting with the Superintendent or designee, the unit member shall be informed of the right to be accompanied to the discussion by a representative. Within five days of the conclusion of an investigation, the Superintendent shall give the unit member written notice of the intended disciplinary action. The District may not withhold pay from a suspended unit member until either the time for the filing of a grievance over the suspension ends without the unit member filing a grievance, or the appropriateness of the suspension is upheld through the grievance process. This in no way limits the right of the District to suspend a unit member immediately pursuant to this Article. The District shall have the right to suspend a unit member without pay for just cause and according to the principles of progressive discipline.

- B. The maximum length of any one such suspension shall be fifteen working days, provided, however, that this shall not limit the District's right to impose a suspension without pay of less than fifteen working days.
- C. The District shall notify the unit member (and the Association upon written request of the unit member) of its intention to suspend. This notice shall contain a specific statement of the Act(s) or infraction(s) upon which the proposed suspension is based, and a statement of the unit member's right to appeal the proposed suspension through the grievance procedure. All information or proceedings regarding any actual or proposed suspension shall be kept confidential by the parties.
- D. Suspensions without pay shall not reduce or deprive the unit member of health and welfare benefits.
- E. This Article shall not apply to the imposition of discipline pursuant to the provisions of Education Code sections 44939, 44940 and 44942.

ARTICLE 12

GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A grievance is an alleged violation of a specific term of this Agreement. A grievance may be filed by a unit member, unit members or the Association. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures, so long as these are consistent with the terms of the Agreement, must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, including but not limited to allegations of discrimination or harassment or any proceedings for the dismissal or permanent or probationary teachers or the layoff of certificated unit members, are not within the scope of this procedure. Neither the content of a unit member's Performance Evaluation or the employment status of probationary unit members will be subject to the provisions of this Article.

2. A day is defined as a day when the District office is open for business.
3. The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

B. Informal Level I

1. Before filing a formal grievance, the grievant shall attempt to resolve it by an informal discussion with the immediate supervisor.

C. Formal Level I

1. A formal grievance will be filed with the immediate supervisors to expect resolution within 10 days.

D. Formal Level II: Superintendent

1. Within 10 days after the occurrence of the act or omission giving rise to the grievance, if not resolved at the Informal Level, the grievant must present such grievance in writing on the appropriate District-designated form to the Superintendent. This shall be a clear, concise statement of the grievance, the circumstances involved including dates, the specific provision(s) of the Agreement alleged to have been violated and the specific remedy sought, along with unit member name and signature. The Superintendent shall communicate a decision to the unit member in writing within 20 days after receiving the grievance. If the Superintendent does not respond within the 20 days, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference with the other party.

E. Formal Level III: Governing Board

1. If not satisfied with the Superintendent’s decision at Formal Level II, the grievant may, within 15 days of receipt of the decision, or within 15 days of the date that the Superintendent decision should have been issued (if no decision was issued), appeal the matter to the Level III,(Governing Board) with the agreement of the Association.
2. The grievant shall submit a signed statement setting forth in a clear, concise manner the reasons for the appeal and whether a hearing is requested. The statement shall also include a copy of the original grievance, as well as all other subsequent written documentation regarding the grievance.
3. After reviewing the matter, the Board of Trustees shall issue its decision, in writing, to the grievant within 45 days of the hearing, or if no hearing is requested, within 45 days of the receipt of the appeal. The decision of the Board shall be final.

F. General

1. A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next Level.

ARTICLE 13

VACANCIES & REASSIGNMENTS

1. A vacancy exists when a bargaining unit position is available and no teacher is assigned to the vacancy. When a vacancy exists, District teachers will be given first consideration for vacant positions prior to the position being advertised outside the District.
2. A teacher who is reassigned after August 1 will receive three days of paid release time to prepare for the new assignment. If release time is not requested, the teacher will receive three days of additional pay at the substitute rate of pay.

ARTICLE 14

CONCERTED ACTIVITIES

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
2. In the event of a strike, work stoppage, slow-down or other interference with the operation of the District or its agents by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those persons to cease such action.

ARTICLE 15

EFFECT OF AGREEMENT

- A. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and prior written agreements, and over state laws to the extent permitted by state law.

1. If any provisions of this Agreement, or any application of this Agreement to any unit member or group of unit members, is held to be contrary to law by a court of competent jurisdiction, then such provisions or applications shall be deemed not valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect. In the case that the wages or benefits of bargaining unit members are diminished as a result of this provision, the parties agree to reopen negotiations on the effects of any diminishment.
2. This document contains the total and entire agreement between the parties and no verbal statements shall supersede any of its provisions.
3. The District and the Blochman Teachers' Association agree to maintain the standards in existence in the District at the signing of this Agreement unless modified through the negotiations process with the Exclusive Representative or expressly waived by the Exclusive Representative.

ARTICLE 16

TERM

- A. The term of this Agreement is for July 1, 2020 – June 30, 2021.

ARTICLE 17

RECOMMENDED FOR RATIFICATION

A. Negotiation Procedure

1. In January 2021 the parties will commence negotiations for the 2021-2022 contract year.
2. Either party may utilize the services of outside constituent or negotiations to assist in the negotiations.
3. Negotiations shall take place at times and dates that are mutually agreed upon by the parties.
4. This agreement may be reopened by the mutual consent of both of the parties at any time prior to June 30, 2021.

For the District:

Shannon Clay
President, Board of Trustees

4/14/20
Date:

Daughson
Superintendent

4/14/2020
Date:

For the Association:

Janet Armus
President, Blochman Teachers' Association

4/14/2020
Date:

Jennifer D. McCallister

April 14, 2020
Date: