

Tentative Agreements
May 2, 2002

Article I--Agreement

- 1 This Agreement is made and entered into by and between Green Dot Public Schools, a not-for-profit California Corporation, which together with its administrative staff and representatives shall be referred to in this Agreement as the "Board" and the Asociacion de Maestros Unidos, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."
- 1.3 This Agreement shall remain in full force and effect from _____ until _____.

Article II—Recognition

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees for the Board, excluding all day-to-day substitutes, all management, all confidential, and all supervisory personnel, as defined by the EERA

Article III--Definition

- 3.1 "Board" is Green Dot Public Schools, its Board of Directors, Administration, and other designated representatives.
- 3.2 "Association" means the Asociacion de Maestros Unidos, CTA/NEA, its officers, and representatives. The Association is the exclusive representative of the certificated bargaining unit in the Board.
- 3.3 "Immediate Supervisor" means the unit member's administrator, supervisor, or line manager employed by the Board who has direct responsibility for supervising the Unit Member. Usually this person is the building principal/director.
- 3.4 "Unit Member" means any certificated of the Board who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.7 "Instructional Day(s)" means any day(s) pupils are present for instruction.

- 3.8 "Pupil-Free Day" means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.
- 3.9 "Paid Leave of Absence" means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which she/he enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during her/his leave.
- 3.10 "Unpaid Leave of Absence" means that a unit member shall be entitled to the same benefits accorded unit members who are on paid leave, excluding wages.
- 3.11 "Immediate Family" means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.
- 3.13 "Daily Rate of Pay" means the unit member's annual scheduled salary divided by the number of duty days required by the Agreement.
- 3.15 "Site" means a building or location where unit members work.
- 3.16 "Summer School Unit Member" is a unit member employed as described in this Agreement to teach summer school.

Article V—Association Rights

- 5.1 The Association has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the Board. Nothing in this Agreement shall be construed as a waiver of such rights.
- 5.2 Board Service
- 5.2.1 The Association shall have the right to use the Board mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the Board.
- 5.2.2 The Association shall have the right to use the Board electronic mail service and unit member electronic mailboxes for communications to unit members without interference, censorship, or examination of such communications by the Board.
- 5.2.2.1 The Association shall have an electronic mailbox in the Board's electronic mail system.

5.3 Bulletin Boards

5.3.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each building in areas frequented by unit members.

5.3.2 The Association shall have the right to post notices of activities and matters of Association concern on electronic bulletin boards maintained by the Board. Unit members shall have access to the Board bulletin boards at each unit member's workstation or classroom.

5.4 Use of Buildings and Equipment

5.4.1 The Association shall have the right to use Board buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.

5.4.2 The Association shall have the right to use Board educational technology equipment and/or studios so long as such use does not interfere with the Board's regular instructional program. In the event any cost accrues to the Board under this provision the Association shall reimburse the Board that cost.

5.4.3 Long distance or toll calls related to Association business shall be made on unit members' personal cell phones and reimbursed by the Association.

5.6 Appointment to Board and Joint Committees

5.6.1 The Association reserves the right to select unit member representatives to serve on all Board and site committees.

5.7 Reserved Meeting Times

5.7.1. The Board and Site Administration shall not schedule activities requiring the presence of Association members during the period from 3:30 to 5:00 PM on the First and Third Mondays of each month. This time shall be reserved for the conduct of Association business except when waived by express mutual agreement of the parties.

Article VI—Professional Responsibilities

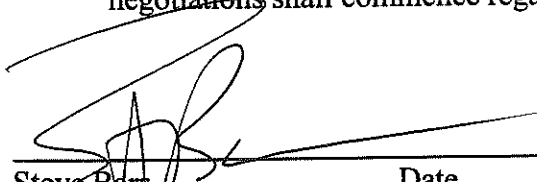

6.1 It is understood and agreed that the Association retains the power and authority to lead students to academic success; work collaboratively and team teach; participate in school leadership and parent outreach; and organize students toward community service. To the extent possible input from the Board will be considered for all issues when appropriate.

6.2 The Association retains the right to question policies and decisions and will expect in situations where mistakes are made that remedies will be discussed and worked out for future so that mistakes will not be repeated. The Association understands that in the formative years of a school, certain flexibilities are necessary to build a school. The Association recognizes that for Animo Leadership Charter High School to succeed the Association and the Board must maintain fluid communication and a willingness to work out issues and concerns with students' interests at the basis of each decision.

Article VII—Savings

7.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

7.2 It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

		5/2/02
Steve Barr	Lisa Flores	Date
President	Bargaining Chair	
Green Dot Public Schools	Asociacion de Maestros Unidos	

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ARTICLE 4: BOARD RIGHTS

4.1 It is understood and agreed that the Board retains all of its powers and authority to direct, manage and control to the full extent of the charter school law and the regulations of a 501.C3.. Included in, but not limited to, those duties and powers are the right to:

- Input from the staff will be considered and decisions will be derived in a collaborative model; final decisions will rest with the Board.
- Determine the school intention and overall program design as described in the charter;
- Establish educational policies with respects to admitting students;
- Determine staffing patterns and design;
- Determine the number of personnel and kinds of personnel required;
- Ensure the rights and educational opportunities of all students;
- Maintain Board operations; move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue;
- Contract out work and take action on any matter in the event of an emergency, as defined in 4.3 here in below.
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4.2 The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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 and then the law.

4.3 The Board retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, which shall be considered only when there is a clear and present danger to the safety of students or employees, or when failure to act would result in cessation of operation of the Board.

4.4 The Board understands that in the formative years of a school certain leeways and flexibilities are necessary to build it. The Board recognizes that for Green Dots schools to succeed the Board and the Association must maintain fluid communication and a willingness to work out issues and concerns with students' interests at the basis of each decision.

Article VIII—Statutory Changes

8.1 Improvements in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.

8.2 Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this Agreement shall apply.

IX—Safety Conditions

- 9.1 The employees shall be responsible to report, in writing, to his/her immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working condition. A response will be provided to the employee within a time frame which reflects the urgency of the concern, but in no event later than two weeks.
- 9.2 The Board shall assume the responsibility to investigate all conditions, which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary steps to have the conditions remedied. The Board shall institute such emergency safety precautions as deemed necessary.
- 9.3 Personal property which is to be used within the classroom for instructional use must be registered in the school office and authorized by the administrator in charge before being brought onto the campus. All such items must be insured by the unit member. The Board will be responsible for damages or theft to said items up to the amount of the insurance deductible.

Article X—Discrimination

- 10.1 The Board is aware of and acknowledges the following state and federal statutes prohibiting discrimination: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the Education Code Sections 44100, 44105, and 44830, Public Law No. 101-336, Education Code Sections 172.5, 172.6, and Government Code Section 3543.5. Further, the Board is aware and acknowledges that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, age, physical disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement. The remainder of this article represents the agreement between the Board and Association to implement the prohibitions delineated herein. Further, nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.
- 10.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE XI: STUDENT DISCIPLINE

- 11.1 Unit members are encouraged to use effective practices for addressing student discipline. Green Dot will work this summer ('02) to write an Employee Handbook that will outline the discipline procedures utilized at the school sites. Association and administrators will

work out a system to effectively handle discipline situations. Our goal at Green Dot is to be able to create a supportive environment where all parties are aware of the consequences and limits. Each member of Green Dot shall work together to uphold the agreed upon student discipline plan. Each year this plan will be re-visited by the staff to make any necessary modifications

11.2 Unit members shall immediately report cases of assault suffered in connection with their employment to their principal or immediate supervisor and to the local law enforcement. The Board or designee shall comply with any reasonable request from the unit member for information in the possession of the Board relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, Sheriff and the courts.

11.3 To ensure the safety of staff and other students, in the event that a student brings a firearm to any school site or brandishes a weapon with the intent to do bodily harm, the administrator will automatically suspend the student until the expulsion hearing and will recommend expulsion. Any student who brings a weapon to a school site will be suspended from school for five (5) days and the administrator will recommend the consideration of expulsion to the Green Dot Board of Trustees.

Steve Barr Date
President
Green Dot Public Schools

Lisa Flores Date
Bargaining Chair
Asociacion de Maestros Unidos

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Article XII-- Maintenance of Standards

- 12.1 The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by unit members as of the effective date of this Agreement.
- 12.2 This Agreement shall supersede any rules, regulations, or practices of the District, except as provided in Section 12.1 above, which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.
- 12.3 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is arbitrary, capricious, or discriminatory.
- 12.4 The parties shall administer this Agreement, all its terms, and the work rules which implement this Agreement with uniform application and effect. The parties shall treat all bargaining unit members equitably in the interpretation of this Agreement, its terms, and the work rules which implement this Agreement.
- 12.5 The parties represent that they know and understand that California law deems an implied covenant of good faith and fair dealing, to be a term and condition of this Agreement.

Article XIII—Modification or Waiver of Provisions

- 13 The Parties to this agreement recognize that there may exist circumstances where specific modifications or waiver of provisions may be mutually deemed desirable. Such agreements to modify or waive provisions shall be specific as to the provisions affected, set forth in writing, signed and dated by the parties.

Article XIV—Conflict Resolution

Green Dot encourages free and open communication from employees and other individuals and groups within the community regarding compliments, suggestions, questions, and complaints about any part of the school program or any Green Dot employee

14.1 Definitions

- 14.1.1 A "complaint" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, a violation of the right to fair treatment, or a violation, misapplication, or misinterpretation of any law, Board policy, or regulation. 14.1.2 The "grievant" is the unit member, unit members, or the Association making the claim.

14.1.3. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the complaint

14.2 Rights of Representation

14.2.1 A grievant may be represented at all stages of the grievance by an Association representative(s).

14.3 No Reprisals

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

14.4—Procedures

If a unit member has a complaint, it helps to bring it to the attention of the correct people. In general, if a unit member has a complaint that does not involve discrimination or harassment, the unit member should communicate first with the school and then with the appropriate person in the Green Dot administration. Please follow the steps below:

14.4.1 Every effort should be made to resolve the complaint informally between the grievant and the supervisor involved. This conference shall take place within fifteen (15) days of the occurrence or omission or the realization of the occurrence or omission.

14.4.2 If the complaint is not resolved with the grievant, a concise summary of the complaint shall be submitted to the principal in writing within seven (7) days, detailing the article or articles of the contract allegedly violated and any supporting documents or materials. A conference shall take place within five (5) days.

14.4.3 If the complaint is not resolved with the grievant, either side may appeal to the Board President or designee and within fifteen (15) days the Board President or designee will facilitate another meeting to come to resolution. Resolution of the complaint will be discussed and a written memo will be returned within five (5) days of the occurrence of the conference.

14.4.4 If the complaint is not resolved with the grievant then the situation will be given to the Board. In the event that the issue can not be addressed by the Board within thirty (30) days the complaint will be taken to mediation/arbitration as detailed in Article 14.4.5.

14.4.5 La Asociacion shall request that a conciliator/mediator from the California Mediation/Conciliation Service or any other mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the complaint.

14.4.5.1 The mediator, within ten (10) duty days of the request shall meet with the grievant, La Asociacion and the Board for the purpose of resolving the complaint.

14.4.5.2 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the La Asociacion and the Board. This agreement shall be nonprecedential and shall constitute a settlement of the complaint.

14.4.5.3 In the event that the grievant, ^{AMU} the La Asociacion and the President or her/his designee have not resolved the complaint with the assistance of the conciliator/mediator within ten (10) duty days from the first meeting held by the conciliator/mediator, the conciliator/mediator shall be empowered to render a decision on the complaint. The decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The conciliator/mediator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the conciliator/mediator is empowered to include in any award such financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to La Asociacion and the Board and will be final and binding upon the parties. If any question arises as to the arbitrability of the complaint, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the complaint

14.4.5.4 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the La Asociacion. All other costs, except for released-time for the grievant(s), La Asociacion representative(s), and witnesses, shall be borne by the party incurring them.

14.5 Miscellaneous

14.5.1 The La Asociacion, either in its own behalf or in behalf of more than one affected unit member, may initiate a complaint at Level Two.

14.5.2 If a complaint arises from action or inaction of the Board at a level above the principal or immediate supervisor, the grievant shall submit such complaint in writing directly to the President and La Asociacion with the processing of such complaint to commence at Level Two.

14.5.3 When it is necessary for a representative designated by La Asociacion to investigate a complaint or attend a complaint meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

14.5.4 All documents, communications and records dealing with the processing of a complaint shall be filed in a separate complaint file and will not be kept in the personnel file of any unit member.

14.5.5 Upon mutual agreement of the La Asociacion and the District, a complaint may be taken directly to conciliation/mediation.

Article XV—Safety Conditions

15.1 The employees shall be responsible to report, in writing to his/her immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working condition. A response will be provided to the employee within a time frame which reflects the urgency of the concern, but in no event later than two weeks.

15.2 The Board shall assume the responsibility to investigate all conditions, which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary steps to have the conditions remedied. The Board shall institute such emergency safety precautions as deemed necessary.

15.3 Unit member who elect to drive students on an extra curricular field trip shall have the prior approval of the principal. All drivers shall present a valid driver's license and proof of liability insurance. As required by State Law, in case of accident the driver's insurance shall be primary, the Board's secondary.

15.4 Employees shall continue to assume liability for their own vehicles.

15.5 Should a unit member's vehicle be damaged or stolen on school property, the Board will re-imburse the employee up to the amount of their deductible or \$250, whichever is lesser. The burden of proof for demonstrating that the damage occurred on school property shall rest on the employee.

15.6 Personal property which is to be used within the classroom for instructional purposes must be registered in the school office and authorized by the administrator in charge before being brought onto the campus. All such items must be insured by the unit member. The Board will be responsible for damages or theft to said items up to the amount of the insurance deductible.

Steve Barr
President
Green Dot Public Schools

Date

Lisa Flores
Bargaining Chair
Asociacion De Maestros Unidos

Date

ARTICLE 15: LEAVE PROVISIONS

15.1 Personal Illness and Injury Leave

- 15.1.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week that scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
- 15.1.2 Unit members with perfect attendance will be awarded a 20% bonus of their 10-unused leave days at the end of the year. Percentage will be based on substitute rate.
- 15.1.3 After all accumulated leave is exhausted; additional non-accumulated leave shall be available annually for a period, not to exceed five (5) school months, exclusive of vacation time, provided that the provisions of 15.1.1 above are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. If an employee is ill or injured for an extended period of time, he/she may be subject to dismissal pursuant to the provisions of Education Code 44932.
- 15.1.4 At the beginning of each school year, notification of accrued sick days will be distributed to each unit member.
- 15.1.5 Whenever possible, a unit member must call the Principal as soon as the need to be absent is known, but in no event less than one-and-a-half (1-1/2) hours prior to the start of the work day unless it was an emergency to permit the employer time to secure a substitute service. Failure to provide adequate notice is grounds for disciplinary action.
- 15.1.6 Unit members may report their absence as a one-day only absence. If the absence needs to be extended the unit member needs to notify the principal or designee asap. This practice can help assure consistency of coverage.
- 15.1.7 In the event that a member requests a sub and decides to attend work anyway the unit member will still be using up a sick day.
- 15.1.8 A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.
- 15.1.9 Unit member shall be entitled to sick days accrued from previous employment in a school district, charter school or public school.

15.2 Personal Necessity Leave

15.2.1 A maximum of seven (7) days of absence for illness or injury leave earned pursuant to the Sick Leave provisions of this Agreement may be used by the employee, at his/her election, in case of personal necessity, as defined below:

a) Death or serious illness of a member of the employee's immediate family, as defined in Section 10.3.2 herein.

b) Accident, involving the employee's person or property, or the person or property of a member of the immediate family.

c) Other reasons of compelling personal importance at the discretion of the Board, or his designee, which shall include, but not be limited to, a funeral of close friends or relatives not within the bereavement leave; attendance at the wedding of a close friend or relative; graduation ceremony of a member of the immediate family; some adoption requirements; and observance of recognized religious holidays, provided that under no circumstances shall a personal necessity leave be available for purposes of personal convenience, for matters which can be taken care of outside the work hours, or for recreational activities. In the event of a highly personal circumstance in which the assurance of confidentiality is critical, a verbal or written request may be presented directly to the Board or his designee.

15.2.2 Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the school site administrator except in cases of "a" and "b" above, and the unit member shall make every effort to comply with site procedures to enable the Principal to secure a substitute.

15.2.3 Notwithstanding any provision in 15.2, a unit member may use one (1) of the seven (7) available personal necessity days per school year for personal business reasons (P2) at the unit member's discretion. The Board can stipulate that the following days cannot be used for the purpose of P2: New School Year Prep Day, the first and last student days of school, Open House, and Parent Conference Day. Such leave is not cumulative from year to year. Leaves will be granted on a first come, first served basis. Unit members must notify the Principal no later than 3:40 p.m. on the workday prior to the leave.

15.3 Bereavement Leave

15.3.1 A unit member shall be granted leave of absence for the death or imminent death of any member of the immediate family loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three (3) days, unless travel of more than 200 miles is required; in such case the length of the leave shall be for five (5) days.

15.3.2 For the purposes of the provision an immediate family member of the unit member or his/her spouse/ domestic partner includes: spouse, domestic partner, child, step-child, parent, grandparent, aunt, uncle, niece and nephew.

15.4 Leave for Child Bearing (Doug please review)

15.4.1 Unit members are entitled to use sick leave as set forth in 10.1.1 and 10.1.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave commences, shall be determined by the unit member and the unit member's physician. In order to progress from one salary step to the next, unit members must work 75% of the student days (currently one hundred thirty-eight (138) student days) of their regular work year, exclusive of time worked as a substitute. The unit member shall notify the Principal, as soon as possible, of her pregnancy. The Principal shall provide the unit member with a packet of forms containing Board Procedures for Child Bearing Leave. The packet shall include: Notice to Attending Physician, Board Procedure for Maternity and Child Rearing Leave of Absence, Verification of Anticipated Beginning Date, Verification of Actual Beginning Date, Authorization for Return to Work and Request for Child Rearing Leave.

15.4.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave, as set forth in 10.1.1 and 10.1.2, has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.

15.4.3 The unit member on leave for pregnancy disability shall be entitled to return to a position for which member is credentialed and qualified. Whenever practicable, the position shall be the same grade that was held at the time the leave commenced.

15.4.4 Unit members wanting to add a new child to their insurance coverage, as a dependent due to birth or adoption, must make that request to the Business Office within 30 days of the event.

15.5 Industrial Accident Leave

15.5.1 Unit member will be entitled to industrial accident and illness leave according to the provision in Education Code Section 44984 which has qualified for worker's compensation under the provisions of the existing insurance carrier.

15.5.2 Such leave shall not exceed sixty (60) days during which the school of the Board are required to be in session or when the employee would otherwise have been performing work for the Board in any one fiscal year for the same industrial accident or illness.

15.5.3 A unit member claiming an industrial accident or illness leave shall be subject to examination by a physician designated by the Board's insurance carrier, or a physician previously designated by the unit member to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

15.5.4 During any industrial accident or illness paid leave of absence, the unit member shall endorse to the Board the temporary disability and indemnity checks

received on account of the industrial accident or illness. The Board, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

15.6 Judicial Leave

- 15.6 It is encouraged for teachers to attend to jury duty during vacation time.
- 15.7 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 duly authorized government agencies, or to serve as a juror for up to five days of pay reimbursement.
- 15.8 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 school site so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

15.7 Leaves Without Pay

The applications for and granting of such leaves of absence shall be in writing to the principal. Applications shall be given careful consideration and any denial will be set forth in writing with reasons on the basis of the best interest of the organization.

Unit members on leaves without pay shall be permitted participation in the Board Insurance Programs by making premium payments directly to the Board. In addition, a unit member on such leave shall notify the Principal by March 1st of the school year as to an intent to return to employment in the school. Failure to notify may be considered an abandonment of position and forfeiture of all insurance benefits.

15.7.1 Child Bearing Preparation and Child Rearing- Doug

15.7.1.1 Leave without pay or other benefits may be granted to a unit member for preparation of child bearing, for child rearing, or adoption.

15.7.1.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay. In the case of an adoption, if an acceptable, qualified substitute is able to be secured prior to the expiration of the 30-day period, the number of days may be reduced.

15.7.1.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Board President when considering the scheduling and replacement problems of the Board.

15.7.1.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30th in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.

15.7.1.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child bearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth or recovery therefrom.

15.7.1.6 There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation or increment, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status.

15.7.1.7 If a teacher is on leave for child bearing or child rearing and in the event of a miscarriage or death of child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is no vacancy for which a unit member is qualified, the Board will assign the teacher to a position as soon as practicable.

15.7.2 Family Care and Medical Leave

Under state and federal law, unit members who have served the Board more than 12 months and have at least 1,250 hours of service with the Board during the previous 12-month period, have the right to an unpaid family care and medical leave of up to 12 work weeks in a 12-month period for the birth of a child, for the placement of a child for adoption or foster care, for the serious health condition of their child, parent or spouse, or for their own serious health condition which makes them unable to perform their job. When granting this leave, the Board guarantees reinstatement to the same or a comparable position at the end of the leave, subject to any exceptions or limitations provided by law.

If possible, at least 30 calendar days written advance notice must be provided for foreseeable events such as the expected birth of a child or the planned medical treatment of yourself or a family member. For events which are unforeseeable 30 days in advance, the Board must be notified as soon as practicable. Failure to comply with these notice rules is grounds for, and may result in, denial or deferral of the requested leave until this notice policy is complied with.

15.7.3 Miscellaneous Leaves Without Pay

15.7.3.1 Upon recommendation of Board President and approval by the Board of Trustees, leave without compensation, increment or tenure credit, may be granted for a period not to exceed one school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the Board.

ARTICLE 22: EFFECT OF AGREEMENT

22.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, Board practices and procedures shall prevail.

Article 19: No Strike, No Lockout

19.1 There shall be no strike conducted by the Association during the term of this agreement

19.2 There shall be no lockout conducted by the Board during the term of the agreement

19.3 Violations of this Article shall be remedied through the Binding Arbitration provisions of this agreement or the processes of the Public Employment Relations Board as is appropriate

19.4 It is understood that the provisions of this article are not in effect during any negotiations pursuant to reopener provisions of this agreement and shall lapse at the expiration of this agreement.

19.5 Nothing herein shall be deemed to in any way waive or impede the exercise of rights under the EERA, State or Federal statutory or constitutional law.

ARTICLE 25: PARENTAL COMPLAINTS

20.1 Complainants shall first attempt to resolve the complaint informally with the involved employee. Within seven (7) days an informal meeting shall be arranged between the complainant and the employee . A third party may be present to assist in facilitating the meeting.

20.2 In the absence of informal resolution of a parent or guardian's complaint, the complainant may, within seven (7) days of the informal meeting, direct the complaint to the employee's supervisor who shall hear the complaint.

- a) Within 3 days following the receipt of a public complaint, the immediate supervisor shall notify the involved employee of any public complaint, which could be reasonably expected to result in discipline of the employee.
- b) The immediate supervisor shall investigate the complaint, providing both parties every opportunity for explanation, comment and presentation of facts as a basis for assessment and resolution.
- c) The immediate supervisor shall present the proposed outcome to the parties within ten (10) days.

20.3 If either the complainant or employee wishes to appeal the decision of the immediate administrator he/she shall forward the complaint in writing to the office of the Board or designee with a written request for review of the

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- b) The immediate supervisor shall investigate the complaint, providing both parties every opportunity for explanation, comment and presentation of facts as a basis for assessment and resolution.
- c) The immediate supervisor shall present the proposed outcome to the parties within ten (10) days.

20.3 If either the complainant or employee wishes to appeal the decision of the immediate administrator he/she shall forward the complaint in writing to the office of the Board or designee with a written request for review of the

decision within three (3) days. A copy of this request for review shall be sent to the other party concerned. The decision of the Board of Trustees shall be final and binding on all parties.

Steve Barr	Date	Lisa Flores	Date
President		Bargaining Chair	
Green Dot Public Schools		Asociacion De Maestros Unidos	

Tentative Agreements
7/17/02

Article XX—Subcontracting

20.1 The parties to this agreement recognize that the duties and work performed by the bargaining unit described in Article 2 above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit

20.2 Any changes to this provision shall be subject to the meeting and negotiating process described in the Educational Employment Relations Act.

20.3 The appropriateness of the placement of any newly created position shall first be discussed by the parties and then subject to the unit clarification provisions of the Educational Employment Relations Act.

20.4 The parties recognize that this article is intended to preserve work currently performed by members of the bargaining unit and to provide a process to determine appropriate placement of newly created positions. Nothing in this article is intended to change current Board practices regarding the hiring of employees.

Article XXI--Assignments and Transfers

21.1 Definitions

An "Assignment" is the placement of a unit member in a course for which they hold an appropriate credential.

A "Re-assignment" is the movement of a unit member from one course or subject area to another or from one grade level to another.

A "Transfer" is move from one Green Dot School Site to another. The transfer may involve a change in grades or subject area as long as the move involves changing worksite.

An "Incumbent unit member" is a currently employed, credentialed unit member.

A "Vacancy" is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

21.2 Assignments

21.2.1 on or before January 15th of each year, the Board will distribute to all unit members a notice of intent to return. On or before February 14 of each year all bargaining unit members must sign a notice of intent to return in order to assure assignment with Green Dot for the following school year. Members who indicate that they do not intend to return may change their election until April 1 of each year and will

be assured an assignment for the following year. The unit member and Green Dot may extend the April 1 deadline by mutual written agreement.

The notice of intent to return may include a statement of preferred assignment for the following school year. Absent such a statement, the assumption is that the bargaining unit member desires to continue in their current assignment, and, if they have satisfactory evaluations, shall be so assigned.

21.2.2 in determining initial assignments for the following year for teachers desiring a change within their existing department the following procedure shall be followed.

On or before March 1st of each year, the Board shall provide each Department with the list of classes for the following year. Each Department shall meet to mutually determine initial assignments for the following year. The Department shall present the list of initial assignments to the Site Director on or before March 14th of each year, including any positions remaining open.

21.2.3 Following the posting of open positions and the initial hiring of new certificated personnel, the initial assignments may be reviewed. Department members will consult with the goal of reaching mutual agreement on final assignments for the following year.

21.2.4 in the event that mutual agreement is not reached in either of the preceding sections, the Board shall make the final determination on assignments using the following criteria:

- Legal requirements and qualifications
- Satisfactory evaluation
- Expertise and relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at the site shall be the determining factor.

21.3 Reassignments

In determining initial assignments for the following year for teachers desiring a reassignment outside their existing department the following procedure shall be followed.

- 1) The opening shall be posted as part of the open hiring process
- 2) Preference shall be given to incumbent unit members with satisfactory performance and appropriate credentialing by the Hiring Committee.
- 3) The Hiring Committee shall make a recommendation on hiring to the Board
- 4) The Board will hire based on the recommendation of the Hiring Committee and the Principal.

Unit members shall be notified of their final assignments for the next school year on or before May 1.

If a request for reassignment is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reason(s) for the denial. Following the meeting the unit member shall, upon request, receive written reason(s) for the denial.

21.4 Voluntary Transfers

A member may request a transfer at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer after the posting of a vacancy notice.

In determining initial assignments for the following year for teachers desiring a transfer, the following procedure shall be followed.

- 1) The opening shall be posted as part of the open hiring process
- 2) Preference shall be given to incumbent unit members with satisfactory performance and appropriate credentialing by the Hiring Committee.
- 3) The Hiring Committee shall make a recommendation on hiring to the Board.
- 4) The Board shall hire based on the recommendation of the Hiring Committee and the Principal.

The Board shall, upon request of the unit member, deliver in writing, the reason(s) that the unit member was not selected to fill the vacancy, which may include demonstrable financial need.

21.5 Involuntary Transfers

Involuntary transfers may only be made for just cause and if no qualified voluntary applicants come forward.

21.6 Vacancies

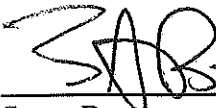
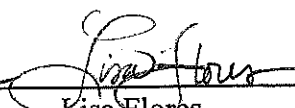
Upon knowledge of vacancies, the Board shall deliver to the Association and post at all work sites a list of all vacancies for the next school year that they are aware of. The list shall contain:

- A closing date, which is at least ten (10) working days following the posting date.
- A job description
- Credentials and qualifications necessary to meet the requirements of the position

Unit members shall, upon request, be notified by mail of any vacancies which may arise during the summer recess of a period of leave. The unit member's request must be in writing and must include a mailing address.

Vacancies shall be filled using the process described in section 21.3 above.

The Board shall, upon request of the unit member, deliver in writing, the reason(s) that the unit member was not selected to fill the vacancy.

	9.17.02		9/17/02
Steve Barr	Date	Lisa Flores	Date
President		Bargaining Chair	
Green Dot Public Schools		Asociacion De Maestros Unidos	

Tentative Agreement

9/17

Article XXII--Evaluation

22.1 It is understood and agreed by the parties that the principal objective in evaluation is to improve the quality of instruction at Green Dot Schools. It is a formative process in which professional goals are linked to classroom practice. The goal of the process is to support and nurture effective teaching strategies with on-going feedback and reflection.

22.2 Frequency

Each unit member shall participate in the Animo Professional Achievement Process each year.

Goal Setting

22.3.1 Unit members being evaluated and their evaluator shall meet no later than September 30th to jointly set goals and benchmarks.

22.3.2 If mutual goals and benchmarks are not agreed to then the unit member and the evaluator shall make a good faith effort to resolve the differences themselves. If they are unable to reach consensus on the goals and benchmarks, the evaluator may mandate one (1) goal and associated benchmarks per year.

Constraints

22.4 The unit member may specify, in writing, any constraints which the unit member believes inhibit his/her ability to meet the goals and benchmarks set in section 3 above)

Changes

22.5 During the course of the evaluation period circumstances may change which require modification of the original objectives. The unit member or the evaluator may initiate a change of these objectives.

Required Elements

The evaluation process shall include all of the following components:

22.6.1 Formal Observations—There will be one formal observation each semester.

Each formal observation will:

Be scheduled in advance

Utilize lesson plans provided by the unit member to the evaluator a minimum of one (1) day prior to the observation.

Be followed by a post-observation conference no later than five (5) days after the observation occurs.

22.6.2 Informal observations (walk-throughs)—on an on-going basis

22.6.3 Peer observations (buddy system)—on an on-going basis

22.6.4 A reflective journal

One required reflective journal entry to be completed prior to each of the following dates:

For continuing teachers: October 31, January 15, March 15.

For first year teachers: November 15, January 15, March 15

The journal entries may reflect on the data contained in the Assessment and/or Teaching Strategies Logs or on other subjects as may be mutually agreed to. In

addition, each teacher is required to provide a reflective journal entry on the Implementation of the Leadership Curriculum.

Journal entries may be based on reflective questions contained in Appendix A or may be of the unit member's own creation.

22.6.5 A portfolio—which shall include the materials designated in the “ Portfolio for APAP” included in Appendix A and other relevant materials as may be mutually agreed to.

22.6.6 Logs of Assessment and Teaching Strategies

Final Review

22.7 Prior to May 15th of each year the unit member and the evaluator shall meet to jointly review the unit member's progress towards their goals and objectives. This meeting may also be used to begin the process of setting goals for the next year.

Forms

22.8 The forms and procedures contained in the APAP process and all other forms used in the evaluation process shall be subject to the mutual agreement of the Association and the Board.

Administrative Review

22.9 Each administrator shall participate in the APAP process each year. Each administrator shall meet with a committee of no more than three teachers, each representing a different department, to mutually establish goals and benchmarks. The Association shall make the selection of bargaining unit committee members. The process for administrative evaluation shall be as described above for bargaining unit members.

Steve Barr	Date	Lisa Flores	Date
President		Negotiations Chair	
Green Dot Schools		AMU	

Article ~~XXIX~~ Professional Growth

.1 The parties to this agreement recognize that in order for Green Dot to maintain its organizational vigor and best serve its students it is necessary to develop a systematic, on-going, program of professional growth and development.

.2 The parties further recognize that the professional development of Green Dot faculty is both a personal and institutional responsibility of the unit members, their Association and the Board.

.3 The parties commit to jointly plan in-service programs that will further professional development of individual unit members and advance the mission of Green Dot.

.3.1 Not later than thirty (30) days following the commencement of each school year the Association and the Board will appoint not less than two (2) representatives each to a committee whose responsibilities shall be to develop in-service activities for that school year.

.3.2 Not later than thirty (30) days following the execution of this agreement the parties will meet to define the scope of the in-service program as it relates to the above objectives.

.3.3 It shall be the responsibility of the above committee to recommend to the Board a budget deemed appropriate to accomplish the jointly agreed to annual in-service activities.

.4 The parties to this agreement will jointly work together to foster partnerships with institutions of higher education to provide resources for the development of Green Dot and its faculty members.

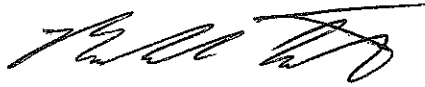
.5 It is the intent of the parties to maintain an on-going financial commitment to assist unit members in their formal ~~academic coursework~~ *professional development*.

.5.1 Fairness and equal access to such assistance shall be deemed to be critical elements in the ~~academic coursework~~ *professional development* assistance program.

.5.2 ~~Current support of faculty conference attendance for professional development shall be maintained.~~

ARTICLE 22: EFFECT OF AGREEMENT

22.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, Board practices and procedures shall prevail.

 1/23/03

Marshall Truck
Chief operating officer
Green Dot Public Schools

 1/23

Lisa Flores
Bargaining Chair
Asociacion de Maestros Unidos

Article 26 Peer Assistance and Review

The board and the Association agree to establish a joint committee to establish procedures to implement a Peer Assistance and Review Program for Animo unit members. It is the intent of the parties to develop and *a implement* a program during the terms of this agreement and incorporate the same into this article.

Marshall Tuck
Chief Operating Officer
Green Dot Public Schools

Date

Lisa Flores
Bargaining Chair
Asociacion de Maestros Unidos

Date