

**Jurupa Unified School District
And
National Education Association- Jurupa**

**Collective Bargaining
Agreement**



July 1, 2021
June 30, 2023

**AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF THE
JURUPA UNIFIED SCHOOL DISTRICT
AND THE
NATIONAL EDUCATION ASSOCIATION - JURUPA**

The following agreement has been reached by designated representatives of the Board of Education and the National Education Association -- Jurupa in accordance with the California Education Employment Relations Act.

Date: 03/29/22


Daniel Brooks, Representative
Board of Education



Denise Hernandez, Representative
Board of Education

Ratified by Board of Education

Date: June 28, 2021


Melissa Ragole, President
Board of Education

Date: 03/29/22


David O'Rafferty, Representative
National Education Association -- Jurupa


Melissa Davis, Representative
National Education Association -- Jurupa

Ratified by NEA-Jurupa

Date: 05/21/21


Wendy Eccles, President
National Education Association -- Jurupa

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NATIONAL EDUCATION ASSOCIATION REPRESENTATIVES

APPENDIX

1 ARTICLE I

2 RECOGNITION

3 Section 1 - Association The Jurupa Unified School District (hereinafter referred to as the "District") confirms its
4 recognition of the National Education Association - Jurupa, affiliated with the California Teachers Association and
5 the National Education Association (hereinafter referred to as the "Association") as the exclusive representative for
6 that unit of employees listed below:

- 7 Adult Education Teacher
- 8 Behavior Specialist
- 9 Classroom Teacher
- 10 Counselor
- 11 Guidance Coordinator
- 12 Speech & Language Pathologist
- 13 Librarian
- 14 Mental Health Counselor
- 15 Nurse
- 16 Program Specialist
- 17 Psychologist
- 18 Special Education Teacher
- 19 Teacher on Special Assignment
- 20 Temporary Teacher

21 Section 2 - Board of Education The Association recognizes the Board of Education as duly-elected trustees of the
22 Jurupa Unified School District and agrees to negotiate exclusively with the representatives selected by the Board of
23 Education.

24 Section 3 - Individual Contracts Any individual contract between the Board of Education and unit member heretofore
25 executed shall be subject to and consistent with the terms and conditions of this Agreement.

26 Section 4 - Supremacy of Agreement This Agreement shall supersede any rules, regulations, or practices of the Board
27 of Education which are or may in the future be contrary to or inconsistent with its terms.

1 Section 5 - Due Process The provisions of this Agreement shall be interpreted and applied in a manner which is
2 consistent with the concept of due process.

3 Section 6 - Maintenance of Certain Benefits Benefits provided to unit members in written Board policies and
4 regulations which were in effect on July 1, 1976, which fall within the scope of the collective bargaining law will
5 continue for the duration of the Agreement.

6 Section 7 - Notice Whenever provision is made in this Agreement for the giving, serving, or delivering of any notice,
7 statement, or other instrument, the same shall be deemed to have been duly given, served, or delivered, either upon
8 personally delivering or by mailing the same by United States registered or certified mail (return receipt requested) to
9 the Party entitled thereto at the address as set forth below:

10 DISTRICT: ASSISTANT SUPERINTENDENT HUMAN RESOURCES
11 Jurupa Unified School District
12 4850 Pedley Road
13 Jurupa Valley, CA 92509

14 ASSOCIATION: PRESIDENT
15 National Education Association - Jurupa
16 4651 Brookhollow Circle, Suite A
17 Jurupa Valley, CA 92509

18 Either Party may change the address to which notice shall be given by notice sent in accordance with the provisions
19 of this Article.

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1 ARTICLE II

2 DURATION

3 Section 1 - Duration This Agreement shall be effective July 1, 2021 until June 30, 2023 unless another effective date
4 is specified elsewhere in the Agreement. Other effective dates include summer school (Schedule IV) and the basic
5 hourly rate (Schedule IV) which will be effective for work performed from the date NEA-J ratifies the Agreement.

6 Section 2 - Reopeners

7 A. Reopeners for the 2021-2022 and 2022-2023 school years shall include Article XIV-Basic Compensation
8 and Article XVII-Health and Welfare and up to two additional articles selected by each party.

9 B. Additionally, the Parties agree to negotiate the impact of new legislation including legislation by ballot
10 initiative, and/or judicial decision insofar as the impact is within the scope of bargaining.

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1 ARTICLE III

2 DISTRICT RIGHTS

3 Section 1 - Legal Responsibilities The Association recognizes the prerogative of the District to govern, operate, and
4 manage its affairs in all respects in accordance with its legal responsibilities. The District recognizes the right and
5 responsibility of the Association to represent unit members in matters subject to meeting and negotiating.

6 Section 2 - District Rights, Power, and Authority It is understood and agreed that the District retains all powers, rights,
7 authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of
8 California and the United States. Included in these District powers, rights, authority, duties, and responsibilities are
9 rights to determine its organization; direct the work of its employees; determine the times and hours of operations;
10 determine the kinds and levels of services to be provided and the methods and means of providing them; establish its
11 educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine
12 staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations;
13 determine the curriculum; build, move, or modify facilities; establish budget procedures, determine budgetary
14 allocation, and determine the methods of raising revenue. In addition, the Board retains the right to hire, classify,
15 assign, evaluate, promote, terminate, and discipline employees.

16 Section 3 – Limitations The District shall be limited in the exercise of the foregoing powers, rights, authority, duties,
17 and responsibilities by the laws and Constitutions of California and the United States, the provisions of this Agreement,
18 and the duty of the District to meet and negotiate in good faith with the Association in matters relating to the scope of
19 representation, and to consult with regard to other appropriate matters except as limited by the Article “Completion
20 of Meet and Negotiation.”

21 Section 4 - Emergency Clause Both Parties recognize that there may occur certain exigent circumstances when
22 emergency action is required. Emergencies shall be limited to unforeseen events of such extreme magnitude as to
23 make the affected provisions of the Agreement reasonably and objectively nonperformable and require action by the
24 District in response thereto. In the event of such a bona fide emergency, performance of the affected provisions of
25 this Agreement may be temporarily suspended, but the Parties agree to meet and negotiate as soon as possible to arrive
26 at a mutually agreeable solution during the emergency. Such suspension shall be terminated promptly when the
27 emergency ends.

1 ARTICLE IV

2 ASSOCIATION RIGHTS

3 Section 1 - Use of Facilities The Association and its members shall have the right to make use of school equipment,
4 buildings, and facilities at reasonable hours by application under the appropriate District policy. The Association shall
5 have the right to post notices of activities and matters of Association concern on Association bulletin boards. At least
6 one (1) bulletin board of reasonable size shall be provided in each school in areas frequented by unit members. The
7 Association may use the District interschool mail service, as well as e-mail and other electronic communications and
8 employee mail-boxes for communications to unit members.

9 Section 2 - Association Business on School Property Authorized representatives of the Association shall be permitted
10 to transact official Association business on school property before and after instructional hours and during lunch
11 periods as long as there is no interference with the normal operation of school.

12 Section 3 - Association Leave The Association shall be entitled to use Association Leave as authorized under the
13 Article "Absences and Leaves."

14 Section 4 - Association Day Each Wednesday is designated as "Association Day" except when a parent-conference
15 day is on Wednesday. Thursday shall become "Association Day" for that week. No unit member shall be required to
16 be on duty beyond the regular hours of duty on "Association Day." Unit members whose hours extend beyond 3:15
17 p.m. shall be excused from non-teaching duties at 3:15 p.m. to attend scheduled "Association Day" meetings, if they
18 choose to do so.

19 Section 5 - Non-Interference The District or its representatives shall not
20 interfere with lawful Association activities, plans, or decisions.

21 Section 6 - Membership/Service Fees Each unit member shall, within thirty (30) days of the effective date of this
22 Agreement or within thirty (30) days of the commencement of assigned duties, either be a member of the Association
23 or pay a service fee to the Association, except as provided for in Section 12, "Religious Objectors." This fee shall
24 equal regular membership dues and assessments, adjusted as required by law.

25 Section 7 - Maintenance of Membership Each unit member who, after the effective date of this Agreement, is a
26 member of the Association and each unit member who becomes a member after that date shall maintain his/her

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1 membership in the Association through the term of the Agreement. The District agrees not to honor any requests by
2 unit members for cancellation of dues deduction from salary received during this period.

3 Section 8 - Payment A unit member may pay such fees or dues directly to the Association or may authorize payment
4 by payroll deduction as provided below in Section 10 of this Article.

5 Section 9 - Deductions Any unit member who is a member of the Association or who has applied for membership
6 may sign and deliver to the District a written statement authorizing deduction of unified membership dues in the
7 Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such
8 authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member
9 each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement
10 of the school year shall be appropriately prorated to complete payments by the end of the school year. Upon
11 appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member
12 and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or
13 programs jointly approved by the Association and District.

14 Section 10 - Automatic Deduction/Transmittal In the event that a member does not pay the above referenced dues or
15 fees directly to the Association or authorize payment through payroll deduction, the District will, on written
16 notification and presentation of adequate documentation by the Association, deduct the membership dues or service
17 fees and appropriate amounts to cover dues and/or fees in arrears as provided in [Education Code Section 45061](#). All
18 dues and/or service fees deducted by the District pursuant to authorization by unit members will be delivered to the
19 Association. An alphabetical list of unit members from whom such deductions have been made which indicates any
20 changes in personnel from the previous list will also be provided.

21 Section 11 - Religious Objectors Any unit member who is a member of a religious body whose traditional tenets or
22 teachings include objections to joining, or financially supporting employee organizations shall not be required to join,
23 maintain membership in, or financially support the Association as a condition of employment. Such unit member
24 shall be required, in lieu of a service fee, to pay sums equal to such service fee to one of the following non-religious,
25 non-labor organizations, charitable funds exempt from taxation under [Section 501\(c\) \(3\) of Title 26 of the Internal](#)
26 [Revenue Code](#):

- 27 a. Foundation to Assist California Teachers

1 b. NEA-Jurupa Christa McAuliffe Memorial Scholarship Fund

2 c. Rubidoux Lions Club - Sight Fund

3 Proof of such payment(s), along with verifiable evidence of membership in a religious body whose traditional tenets
4 or teachings object to joining or financially supporting employee organizations, shall be made on an annual basis to
5 the District and Association as a condition of continued exemption from the provisions of Section 7. Proof of payment
6 shall be in the form of an authorized payroll deduction, or in the form of receipts and/or canceled checks indicating
7 the amount paid, date of payment, and to whom payment in lieu of service fee has been made. Such proof shall be
8 made within thirty (30) days of ratification of this Agreement and within thirty (30) days of the beginning of the unit
9 member's work year thereafter.

10 Section 12 - Public Records Requests The Association shall be notified within three business days, when practicable,
11 following a release of information responsive to a Public Records Act request pertaining to membership information
12 regarding an active unit member.

13 Section 13 - Information The Association shall furnish any information needed by the District to fulfill the provisions
14 of this Article.

15 Section 14 - Association Grievance The Association has the right to act as a grievant as specified in the Grievance
16 Procedure Article of this Agreement.

17 Section 15 - Hold Harmless Clause The Association shall indemnify, defend, and hold harmless the District, the
18 District's Board of Education, including each individual School Board member, the employees acting within the scope
19 of their employment, agents, and representatives of the District against any and all claims, demands, suits, or other
20 forms of liability, including but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and
21 any back pay, penalties, or awards resulting from any court, arbitrator or PERB order, judgment, or settlement which
22 may arise by reason of, or resulting from the operation of this Article. The Association shall bear all costs of defending
23 against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs,
24 attorney fees, and all other costs of litigation. Upon commencement of such legal action, the Association shall have
25 the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the
26 District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed.
27 The Association's decision thereon shall be final and binding upon all parties protected by this Section. This paragraph

1 shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this
2 Section of any claim against the Association for failing to act in good faith in settling a claim or any failure to
3 competently defend and hold them harmless, or in cases where the Association seeks redress for the District's alleged
4 failure to comply with the operation of this Article. Within ten (10) days of proper service of a claim, demand, suit,
5 or other legal action against any protected party, the District shall inform the Association and provide the Association
6 with copies of any documents received as a result of the legal action. Upon request, the District shall provide the
7 Association's legal counsel with documents and information reasonably related to providing a defense.

8 Section 16 - Meet and Confer

9 A. The District and the Association agree to meet monthly to discuss items of mutual concern. Such discussions
10 shall not supplant negotiations between the Parties on items within the scope of bargaining.

11 B. In the interest of open communication and increased collaboration, the Parties agree to establish a standing
12 agenda item during monthly NEA-Jurupa contract management meetings. During the 2017-2018 school year,
13 an administrator from Education Services will be present for the first thirty (30) minutes of each contract
14 management meeting to review current issues under the purview of Education Services. This will provide
15 NEA-Jurupa with the opportunity to provide input and feedback. In some cases, these decisions will be
16 finalized prior to the meeting described in Article IV, Section 15 (A). The District retains its rights as
17 described in Article III, Section 2.

18 Section 17 - Association Access to New Certificated Employees

19 A. Definition: New employee orientations is defined as the onboarding process of a newly-hired public
20 employee, whether in person, online, or through other means or mediums, in which employees are advised
21 of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related
22 matters.

23 B. Access to New Employees Hired Before the First Day of the Work Year:

24 1. The Association shall have access to new employees at the District's new certificated employee
25 reception. The District shall notify the President of NEA-Jurupa via email or telephone of the date,
26 time, location, and estimated duration of its reception ten (10) working days before the reception.

- 1 2. The District shall provide the Association, at the Association’s request, with thirty (30) minutes of
2 uninterrupted time with new employees at the same meeting location following a fifteen (15) to
3 thirty (30) minute break during which new employees may continue to network with colleagues and
4 District officials.
- 5 3. The District shall provide the Association, at the Association’s request, with an audio-visual system
6 including a microphone, projector with compatible computer and speakers with appropriate sound
7 projection for the venue, and a screen on which to project a digital presentation. All equipment will
8 be ready for use before the new certificated employee reception begins.
- 9 4. Following the break, no District administrators shall be present at the meeting location to allow for
10 the Association to meet privately with new teachers and other certificated staff.
- 11 5. The District shall release new certificated employees from all district obligations for two (2) hours
12 following the new certificated employee reception for the purpose of attending an Association event.

13 C. Access to New Employees Hired On or After the First Day of the Work Year:

- 14 1. The Human Resources Office shall notify the Association of the hiring of a new certificated
15 employee as a part of the completion of the hiring process.
- 16 2. The District shall provide notice of the scheduling of new employee orientation to the Association
17 President or his/her designee within two (2) days of scheduling the orientation.
- 18 3. Upon request of the Association, the District shall provide a location to meet with the new
19 certificated employee immediately following completion of the orientation process.
- 20 4. If the new certificated employee orientation occurs concurrently to the hiring process, the District
21 shall provide release time to meet with an Association representative.

22 D. Access to Member Data:

- 23 1. The District shall provide the Association with an electronic copy of the names; job titles;
24 departments; work locations; work, home, and personal cellular telephone numbers; personal email
25 addresses; and home addresses of newly-hired employees within two (20) business days of
26 completing the hiring process.

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2. The District shall provide the Association with an electronic copy of the above-listed information of all members of the bargaining unit once every one hundred twenty (120) days.

1 ARTICLE V

2 UNIT MEMBER RIGHTS

3 Section 1 - Participation The District and the Association recognize the right of unit members to form, join, and
4 participate in lawful activities of employee organizations and the alternative right of unit members to refuse to form,
5 join, and participate in organization activities. The District and Association agree that neither side will take adverse
6 action against any unit member as a result of his/her forming, joining, or participating or refusing to form, join, or
7 participate in lawful Association activities.

8 Section 2 - Implementation Rules and Regulations which are designed to implement this Agreement shall be uniform
9 in application and effect.

10 Section 3 - Resignation A unit member's notification to the District of intention to resign shall remain revocable until
11 such time as the Board takes action.

12 Section 4 - Just Cause Unit members shall be classified, assigned, evaluated, promoted, terminated, suspended, and
13 disciplined by the District for just cause only.

14 A. Just cause is described as a cause that a person of ordinary intelligence would consider fair and reasonable.

15 B. When the District seeks to impose a suspension and/or terminate a certificated unit member, the District must
16 afford the unit member the rights outlined in [Education Code section 44932](#) et. seq.

17 Section 5 – Public Complaint Procedure

18 A. Any involved unit member shall be afforded the full right to representation at all stages of this process.

19 B. The District recognizes the integrity and professionalism of unit members and desires to support their actions
20 in such a manner that they are freed from unnecessary, spiteful, or negative criticism and complaints by a
21 member of the public. The District acknowledges that the procedures outlined herein include complaints
22 from parents and community members.

23 C. Every effort will be made to resolve complaints concerning unit members at the earliest possible stage in
24 accordance with the following procedures:

- 25 1. Complaints concerning unit members should, whenever possible, be made by the complainant
26 directly to the unit member against whom the complaint is lodged.

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- 1 2. Complaints not resolved at the informal level above shall be directed by the complainant to the unit
2 member's immediate supervisor.
- 3 a. Any complaint regarding the unit member's job performance shall be discussed with the
4 unit member as soon as possible.
- 5 b. Should the immediate supervisor or involved unit member deem it appropriate, a meeting
6 shall be held with the complainant, unit member, and administrator to review the stated
7 concern. Such meetings shall be held at a reasonable time (within the unit member's
8 workday) and place mutually agreed upon by the parties. Adequate notice of the complaint
9 shall be given to the unit member prior to the meeting.
- 10 c. If informal discussion between the administrator and the complainant fails to bring about
11 resolution of the complaint, the complainant shall be requested to state the complaint in
12 writing. Such written complaint shall be discussed with the involved unit member. Failure
13 of the complainant to state the complaint in writing shall be deemed by the District to be a
14 withdrawal of the complaint.
- 15 d. The administrative supervisor shall appropriately review and analyze the written complaint
16 and submit resolution strategies to the complainant and involved unit member.
- 17 3. If the complaint, after review by the immediate supervisor, remains unresolved, the supervisor shall
18 refer the written complaint, together with the supervisor's report and analysis of the situation, to the
19 Superintendent/designee. The resolution/ decision of the Superintendent/designee shall be final
20 unless the complainant, the unit member, or the Superintendent request a closed hearing before the
21 Board of Education on the complaint.
- 22 4. No hearing will be held by the Board of Education on any complaint unless and until the Board has
23 received the Superintendent's written report concerning the complaint. The Superintendent's report
24 shall contain, but not be limited to, the following:
- 25 a. The name of each employee involved.
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1 b. A brief but specific summary of the nature of the complaint and the facts surrounding it,
2 sufficient to inform the Board and the unit member(s) as to the precise nature of the
3 complaint and to allow the unit member to prepare a defense.

4 c. A true copy of the signed original of the complaint itself.

5 d. A summary of the action taken by the Superintendent in connection with the complaint,
6 with the Superintendent's specific finding that the disposition of the case at the
7 Superintendent's level has not been possible and the reasons therefore.

8 e. The written report of the Superintendent shall be provided to the unit member(s) involved
9 at least five (5) workdays prior to any hearing held by the Board on such complaint.

10 5. All parties involved, including the school administration, shall be requested to attend such a hearing
11 for the purposes of presentation of all available evidence, allowing every opportunity for explanation
12 to clarify the issue.

13 6. The decision of the Board following the hearing shall be final. Any action of the Board shall be
14 consistent with the terms of the Agreement.

15 D. Complaints or charges which are unsubstantiated shall neither be placed in the unit member's personnel file
16 nor utilized in any evaluation, assignment, or disciplinary action against the unit member.

17 E. Contract Management meetings will include a standing agenda item to discuss any known informal or formal
18 complaints.

19 F. Only a failure to follow the specific steps or procedures contained in this Section can be a subject upon which
20 a grievance may be filed.

21 Section 6 - Unit Member Complaint Resolution Procedure

22 The District and the Association will actively seek to promote and maintain a positive learning and working
23 environment free from all forms of harassment. Both Parties agree to work cooperatively to resolve conflicts and
24 build better working relationships among all employees.

25 A. Unit members who believe they have been subjected to sexual harassment should follow the procedures
26 described in [Board Policy and Regulation 4119.11, 4219.11 and 4319.11: Sexual Harassment](#).

1 B. Unit members who believe they have been subjected to other forms of harassment should follow the
2 procedures described in [Board Policy and Regulation 4144, 4244 and 4344: Individual Employee Complaint](#)
3 [Procedure](#).

4 C. The Individual Employee Complaint Procedure is the exclusive District remedy for complaints that meet the
5 criteria described in Board Policy and Regulation 4144, 4244 and 4344. A unit member may choose to seek
6 resolution of a complaint by contacting external governmental agencies and/or authorities having jurisdiction
7 over the complaint. If the unit member first chooses to seek remedy through such agencies and/or authorities,
8 the unit member waives any and all rights to use this complaint procedure concurrently, except as required
9 by law.

10 D. Copies of Board Policy and Regulation 4119.11, 4219.11 and 4319.11 and Board Policy and Regulation
11 4144, 4244 and 4344 are included in the Appendix of this Agreement.

12 E. In the event that Board Policy and Regulation 4119.11, 4219.11 and 4319.11 and/or Board Policy and
13 Regulation 4144, 4244 and 4344 are revised, changed or deleted, the Parties agree that this Section shall be
14 subject to review and reopens.

15 Section 7 - Confidentiality Materials and communications of a confidential nature between unit members and
16 administrative personnel, including but not limited to leave and transfer requests, shall be restricted by the
17 administrator on an as-needed basis to the individuals involved.

18 Section 8 - Contracting Out The determination to contract out or sub-contract with a third party and the
19 implementation thereof shall be within the sole discretion of the District. In the event the District should decide to
20 contract out services which have historically been performed by unit members, the District agrees, upon written
21 request of the Association, to negotiate the impact of such actions as it relates to adversely-affected unit members.
22 For purposes of this Section, "adversely affected" shall entail a reduction in salary. The District retains the right to
23 assign and terminate unit members from extra compensation assignments as provided by law. In connection with the
24 exercise of such right, this Section shall not apply.

25 Section 9 - Child Abuse Reporting

26 A. The District shall provide inservice training on child abuse reporting as required by law. Unit members who
27 have been previously provided with such inservice shall be provided updated inservice on an as-needed basis.

1 The District shall also provide each unit member with a copy and explanation of the laws regarding the unit
2 member's responsibilities for child abuse reporting.

3 B. When a unit member notifies his/her immediate supervisor of an actual or possible case of child abuse, the
4 supervisor shall work with the unit member to fulfill his/her legal reporting responsibilities.

5 C. The identity of a child abuse reporter shall be kept confidential to the extent provided by law.

6 Section 10 - Restructuring

7 A. Unit member rights and responsibilities specified in this Agreement shall supersede any conflicting provision
8 of a District or site-based restructuring program unless expressly waived by the Association. A unit member
9 may not individually waive any part of this Agreement.

10 B. The Association shall retain all consultation and negotiation rights regarding any restructuring plan or
11 program.

12 Section 11 - Bargaining Unit Work Work regularly and customarily performed by another bargaining unit shall not
13 be shifted to unit members.

14 Section 12 - Non-Discrimination The District and the Association shall not unlawfully discriminate against any unit
15 member with respect to the implementation of the terms of this Agreement on the basis of race, color, creed, age,
16 gender, national origin, marital status, sexual orientation, or physical handicap. Alleged violations of this Section
17 shall not be subject to the arbitration proceedings in the formal grievance procedures of this Agreement except where
18 no administrative agency asserts jurisdiction or where no other judicial or administrative remedy exists.

19 Section 13 - Unit Members with Disabilities

20 A. Eligibility for Accommodation Once it is known that a unit member is a "qualified individual with a
21 disability" as defined by the [Americans with Disabilities Act](#), it must be determined if he/she is in need of
22 any reasonable accommodation. If the unit member can perform the job without an accommodation, then
23 none need be provided, and the unit member shall be treated as all other qualified individuals. If the unit
24 member is in need of an accommodation and meets the definition of a qualified individual with a disability,
25 then the District has the duty to provide reasonable accommodations to the extent that such accommodations
26 are not an undue hardship. In addition, if the unit member presents a significant risk of substantial harm to
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1 the health and safety of others or himself/herself, and such harm cannot be eliminated or reduced by
2 reasonable accommodations, then there is no duty to accommodate the disabled individual.

3 B. Rights and Responsibilities

4 1. The Association recognizes that an individual unit member seeking accommodations under
5 applicable law may represent himself/herself in discussions with the District regarding such
6 accommodations. The Association further recognizes that the District has the legal obligation to
7 discuss accommodations with individual qualified disabled unit members.

8 2. Such discussions shall not limit or supersede the Association's right to act as the exclusive
9 representative for its membership.

10 3. The District shall comply with the provisions of the [Americans with Disabilities Act](#) as well as
11 applicable provisions of state law and the terms of this Agreement.

12 C. Procedures

13 1. Upon receiving a request for accommodations from a qualified individual with a disability, the
14 District shall notify the Association in writing of the request. The notification will include the unit
15 member's name and the disabling condition.

16 2. The District shall meet with the unit member within ten (10) work days of receipt of the request for
17 accommodations. The unit member may request that an Association representative be present.

18 3. The purpose of the meeting is for the District to consider the unit member's request for
19 accommodation. If the District agrees that reasonable accommodation is warranted, efforts will be
20 made to reach agreement with the unit member on the nature of the accommodation.

21 4. Agreements between the unit member and the District for accommodation will be shared with the
22 Association prior to implementation. The District shall meet with the Association to discuss the
23 accommodation if the Association determines that it may conflict with the rights of other unit
24 members.

25 5. Such agreements on accommodation are meant to meet the individual needs of a particular unit
26 member and shall not obligate the District to provide the same or similar accommodation for a
27 different unit member.

1 6. If the qualified unit member with a disability is unable to reach agreement with the District on his/her
2 request for accommodation, he/she may initiate a grievance at Level II.

3 Section 14 – Transportation of Students No unit member shall be required to transport students in his/her personal
4 vehicle.

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1 ARTICLE VI

2 SAFETY

3 Section 1 - Student Behavior

4 A. Assault, battery, physical abuse, or repeated verbal abuse, including bullying by means of an electronic act,
5 upon a unit member at any time or place shall constitute good cause for suspension or expulsion of the student
6 from school in accordance with legal requirements and appropriate District policies. The unit member will
7 be invited to participate in development of any remedial program for the pupil.

8 B. Whenever any unit member is attacked, assaulted, or menaced, including bullying by means of an electronic
9 act, it shall be the duty of the unit member and the duty of his/her immediate supervisor to promptly make a
10 report to the appropriate law enforcement agency.

11 C. When, in the judgment of a unit member, the continued presence in class of a pupil represents a physical
12 danger to the unit member, he/she may institute proceedings for consideration for the pupil's exclusion from
13 school. The Superintendent or designee will then take action in accordance with the District's Student
14 Discipline Procedure.

15 D. A written description of the rights and duties of unit members with respect to student discipline, including
16 the use of corporal punishment, and the rights of suspended students shall be presented to each teacher in
17 writing before the first day of school.

18 E. A unit member may use reasonable force to protect himself/herself in the performance of his/her duties.

19 F. If threatening or violent behavior by a particular student enrolled in a specific teacher's class poses a clear,
20 present, and immediate danger to the personal safety of that teacher, the student or the teacher shall be
21 reassigned. Likewise, if threatening or violent behavior by a particular student assigned to a specific non-
22 teaching unit member poses a clear, present, and immediate danger to the personal safety of that unit member,
23 the student or the unit member shall be reassigned.

24 G. The District shall provide each unit member with the procedure for district compliance with [Education Code](#)
25 [Section 49079](#), which requires the District to inform the unit member of each pupil who has engaged in or is
26 reasonably suspected of engaging in any of the acts constituting grounds for suspension or expulsion with
27 the exception of acts relating to the possession or use of tobacco. For purposes of this Agreement, failure to

1 follow the procedure shall be grievable. Any changes in this procedure, other than those required by law,
2 shall be negotiated by the District and the Association.

3 Section 2 - Unsafe Conditions The District will neither require unit members to work under unsafe conditions nor
4 require them to perform tasks which may endanger their health or safety. This would include an unsafe assignment
5 to direct traffic or reenter a work site damaged by earthquake.

6 Section 3 - Noise The noise level at any work station shall not be such that the health or safety of the unit member
7 might be adversely affected.

8 Section 4 - Temperature and Smog When the smog level reaches .20 of a part of oxidants per million parts of air, or
9 when the temperature exceeds 90° Fahrenheit, unit members shall be notified and will not be required to engage in
10 strenuous activities. Unit members shall not be required to work at an indoor work station for more than one (1)
11 additional hour after reporting temperatures below 60°F., thirty (30) minutes below 50°F., or ten (10) minutes below
12 40°F.

13 Section 5 - Safety Inspection There shall be an annual inspection by a qualified inspector of each work location in the
14 District to identify safety hazards. Copies of inspection reports shall be made available to the Association upon
15 request. Among safety factors to be considered are those relating to equipment operations and building structure. The
16 fire marshal shall inspect for fire safety periodically, and reports shall be kept on file at the site. At the time portable
17 or relocatable structures are installed or relocated, they shall be inspected by a state-licensed inspector. Within ninety
18 (90) days after this Agreement becomes effective, each relocatable and portable classroom shall be inspected for safety
19 by a state-licensed inspector. Should any inspector's report state that a safety hazard exists or will exist, the District
20 shall take appropriate action. If an immediate, severe hazard is present, the unit member will be assigned to a different
21 work station until the condition has been corrected.

22 Section 6 - Reporting Unsafe or Hazardous Conditions

23 A. At every school site, the District will maintain an intercom system or its equivalent which makes it possible
24 for every classroom to contact the site office.

25 B. Unit members have the right and the obligation to refer unsafe or unhealthful conditions or hazardous
26 assigned tasks in writing to their immediate supervisor, sending a copy to the Association and the District
27 Safety Committee if remedial action is not taken within a reasonable time after a verbal referral has been

1 made to the site administrator. An appropriate investigation shall take place as soon as possible. Any unsafe
2 or unhealthful condition or any hazardous assignment shall be corrected.

- 3 C. Whenever any unit member is attacked, assaulted, or menaced, it shall be the duty of such unit member, and
4 the duty of any person under whose direction or supervision such unit member is employed who has
5 knowledge of such incident, to promptly report the incident to the appropriate law enforcement authorities.

6 Section 7 - Interference With School Classes or Activities

- 7 A. Both Parties agree to actively seek enforcement of [Education Code Sections 44810](#) and [44811](#), which prohibit
8 the willful interference with the discipline and good order of any school class or activity by a minor over age
9 sixteen (16) or an adult, and the disruption of classwork or extracurricular activities by a parent, guardian, or
10 other person. Appropriate release time shall be provided, if needed, for activities associated with enforcing
11 this provision.

- 12 B. At school events where large numbers of non-students are expected and risk of confrontation exists, security
13 personnel will be scheduled for the purpose of assisting, supporting, and protecting on-duty unit members.
14 Unit members are expected to observe, evaluate, and, if appropriate, direct attendees and summon security
15 personnel for assistance if necessary. The unit member shall not be held liable or accountable for failure of
16 directed attendees to comply with directions.

- 17 C. A unit member may use Personal Necessity Leave to seek a restraining order against a parent, community
18 member, or student who has willfully and maliciously disrupted school activities or threatened to inflict an
19 unlawful injury on the unit member. The unit member shall inform his/her site administrator that a restraining
20 order will be sought. If the restraining order is obtained, the unit member's absence shall be considered
21 official school business, and there shall be no deduction of sick leave or salary. A copy of the restraining
22 order must be provided to the site administrator and Human Resources office. Fees for a granted restraining
23 order shall be reimbursed by the District.

24 Section 8 - District Safety Committee

- 25 A. The District shall establish a District Safety Inspection Committee of which the Association President shall
26 appoint one-third (1/3) of the membership. Committee members shall be granted reasonable release time
27 from non-instructional duties to recommend and monitor District guidelines and plans for employee safety.

1 This does not, however, preclude the District from scheduling and assigning release time during instructional
2 time. If, for any reason, the District requests a unit member to work on a day not part of that unit member's
3 work year, the unit member shall be compensated at the certificated hourly rate. Any guidelines
4 recommended by this committee shall be consistent with federal, state, and local laws as well as the terms
5 and conditions of this Agreement.

6 B. The District Safe Schools Committee shall develop district guidelines for responding to potentially dangerous
7 situations at the work site(s). These guidelines shall be reviewed annually and revised as necessary.
8 Guidelines shall be distributed to each staff through the school principal and shall be used as the framework
9 for developing a school plan for responding to potentially dangerous situations.

10 1. Such guidelines shall be uniform for work sites throughout the district as much as is practical,
11 including but not limited to the following:

12 a. Common signals and code words;

13 b. Common responses to signals and code words;

14 c. A clear, concise procedure for notifying staff of potentially dangerous situations and a log
15 of incidents that required such notification.

16 2. All unit members at each site shall have an opportunity to participate in the development of
17 additional site-specific aspects of these guidelines (including procedures for visitors on campus) so
18 that, under the direction of the principal, each site has a clear and concise plan for responding to
19 potentially dangerous situations. Such additional elements shall be kept to a necessary minimum
20 and consistent with District policy.

21 3. Copies of site plans shall be forwarded by the principal to the District Safe Schools Committee and
22 the Association on a regular basis. Copies of the incident logs shall be forwarded by the principal
23 to the District Safe Schools Committee and the Association at the end of the month. Each unit
24 member shall receive a current copy of the site plan for his/her work site(s).

25 Section 9 - Tuberculosis Exam Examinations for tuberculosis shall be required every four (4) years. However, unit
26 members may choose to have examinations every two (2) years. Examinations shall be paid for by the District. The
27 type of examination shall be determined by the unit member from among medically acceptable tests.

1 Section 10 - Hand Held Radios The District shall provide “Hand Held Radios” or their equivalent to each middle
2 school and comprehensive high school for use by unit members assigned to the physical education departments.

3 The Hand Held Radios shall be used only in emergency situations for two-way communications between the site
4 administration office and the unit member.

5 Section 11 - CPR and First Aid Training. The District shall provide optional, voluntary CPR and First Aid Training
6 to receive or renew CPR and/or First Aid certification training at District expense outside of the regular work day.

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1 ARTICLE VII

2 HOURS OF DUTY

3 Section 1 - Regular Work Day

- 4 A. The regular work day for classroom teachers and nurses is seven (7) hours and fifteen (15) minutes including
5 lunch. Effective July 1, 2014, the regular work day for classroom teachers, special education teachers, and
6 nurses is seven (7) hours and thirty (30) minutes including lunch. The fifteen (15) minute increase to the
7 regular work day will be used to provide unit members preparation time, to be used at each unit member's
8 discretion at the school site. At the request of Association site representatives, the choice shall be made by a
9 vote of unit members at each site for the following school year no later than the second full week of May.
10 The vote will determine where the 15 minutes shall be allocated within the workday and shall be irreversible
11 except as provided in Section 2 of this Article. The principal may temporarily adjust a unit member's schedule
12 to permit attendance at faculty or other meetings (e.g. Student Study Team, IEP conferences) when other
13 time arrangements are not possible. Other unit members shall work an 8-hour day including lunch.
- 14 B. The regular work day shall include the following: instructional activities, preparation and conferencing
15 activities, campus and student supervision outside the classroom, parent conferences, tutorial and guidance
16 assistance to students, professional development meetings, student assessment and diagnostic activities,
17 school and student record maintenance, curriculum development activities, instructional materials
18 development, district committee assignments, and other duties clearly required of the profession.
- 19 C. The regular work day shall be a consecutive period of time including lunch, unless a unit member otherwise
20 initiates a request which is approved by the supervising administrator.
- 21 D. Each unit member shall be entitled to one (1) duty-free lunch period of no less than thirty (30) minutes each
22 day exclusive of passing periods prior to and at the conclusion of the lunch period.
- 23 E. No unit member will be regularly assigned to teach more than 300 minutes per day, exclusive of student
24 supervision and other adjunct duties, except to implement the minimum day plan at the elementary level
25 outlined in Section 2 (G) of this article. During state testing, no secondary unit member will be assigned to
26 teach more than an average of 300 minutes per day. However, this does not prohibit a unit member from
27 voluntarily teaching more than 300 minutes upon receiving written approval from the Assistant

1 Superintendent of Human Resources.

2 F. The instructional day for teachers of kindergarten classes, including any supervision of kindergarten students
3 and instructional assistance in other primary classes, shall not exceed 300 minutes per day. Kindergarten
4 teachers shall not be required to supervise non-kindergarten students.

5 G. Secondary Assignments

6 1. No regular classroom teacher at the secondary level (grades 7-12) will be required to teach more
7 than five (5) regular instructional periods per day, excluding advisory or homeroom periods.

8 A. In the event that a secondary school chooses to provide an Advisory/Homeroom program,
9 the following guidelines shall apply:

10 1. Advisory/Homeroom shall routinely be utilized for the purpose of sharing school
11 information, making announcements, distributing school related paperwork to
12 students, and collecting such paperwork from students, and facilitating activities
13 that support and connect students to school. Teachers will not be required to
14 prepare for, grade or assess assignments, or record grades for activities conducted
15 in Advisory/Homeroom. Administration may provide Advisory/Homeroom
16 teachers with required materials and/or activities at various times.
17 Advisory/Homeroom time will generally be under the teachers' professional
18 discretion to choose activities that support students. Unless mutually agreed upon,
19 or in instances of teacher misconduct, a teacher's implementation of
20 Advisory/Homeroom will not be a component of a teacher's formal evaluation.

21 2. The total number of minutes scheduled for Advisory/Homeroom shall not exceed
22 92 minutes per week, with no individual session to exceed 23 minutes.
23 Advisory/Homeroom shall not be conducted on Late Start or Minimum Days.

24 2. If a regular classroom teacher willingly accepts an assignment to teach a sixth instructional period,
25 he/she shall be compensated at one-sixth of his/her per diem for each period or hour of service.
26 There shall be no additional compensation for time spent in preparation for this extra period of
27 teaching. This compensation shall be considered extra compensation and part of the unit member's

1 base salary if allowable by STRS.

2 a. Prior to the establishment of any additional teaching minutes, the site administrator(s) shall
3 meet with an appointee of the Association to explain the circumstance and provide names
4 of unit members at the site who are willing to accept the additional teaching assignment.

5 Prior to compiling such a list, the site administrator(s) shall notify each unit member at the
6 site in writing of the intent to create the extra teaching assignment(s) and request names of
7 those willing and able to accept the assignment.

8 b. The selection of unit members for a sixth period of instruction shall be made using the
9 following priorities:

10 1. Period availability

11 2. Possession of a current credential for the assignment

12 3. Not having taught a sixth instructional period within the past three (3) years

13 In the event that multiple applicants are determined to be equally-qualified for the
14 assignment, the position shall be assigned by lot administered by Association and District
15 representatives

16 c. An appointee of the Association and the site administrator shall meet to determine the
17 qualifications of applicants and to administer the lottery process if necessary

18 H. Variations may occur in the starting and ending times of the work day of various unit members as a result of
19 differences among class, school, and office schedules. These times shall be established by the supervising
20 administrator at each work location.

21 I. Non-kindergarten, double-session instructional assignments will not exceed the number of minutes that are
22 or would have been assigned to unit members in the same assignment on regular sessions at that school and
23 grade level.

24 J. Regular duty hours which are in addition to actual teaching hours are generally reserved for instructional
25 preparation and conferences and shall not be used to excess by assignment of other duties.

26 K. Supervision

27 1. Full-time elementary unit members, excluding kindergarten teachers but including K/1 combination

- 1 class teachers, shall not be required to perform any supervision duties prior to afternoon recess
2 except during inclement weather.
- 3 2. Kindergarten teachers shall not be required to perform any supervision assignments prior to the
4 commencement of the instructional day except during inclement weather.
- 5 3. Middle school teachers shall not be required to perform any supervision assignments prior to the
6 commencement of the instructional day except during inclement weather.
- 7 L. Unit members at a continuation high school shall only be assigned student supervision during non-
8 instructional time during one (1) session of a double-session work day.
- 9 M. Unit members who supervise administratively-assigned student detentions before or after the instructional
10 day shall be compensated at the basic certificated hourly rate.
- 11 N. No duties or uncompensated supervision shall be assigned on days not specified as workdays except as
12 such duty on a non-work day is part of an extra compensation assignment.
- 13 O. Staff Meetings
- 14 1. Staff meetings shall be scheduled on an as-needed basis by administration. All regularly scheduled
15 staff meeting planned by administration shall be limited to no more than 45 minutes.
- 16 2. Required attendance at staff, department, or grade level meetings held during the regular work day
17 of a regular instructional day shall be limited to no more than two (2) per month.
- 18 a. At the elementary and middle school levels, no required meetings may extend beyond the
19 regular work day.
- 20 b. At the high school level, these meetings may extend beyond the regular work day. Such
21 extensions shall not exceed forty-five (45) minutes.
- 22 3. The Association and the District recognize that additional required staff meetings may be necessary
23 to complete mandated state or federal reviews at schools involved in the review process.
- 24 a. At the comprehensive and continuation high schools, no more than eighteen (18) additional
25 meetings which do not exceed one (1) hour each may be held during the review and during
26 the fifteen (15) preceding school months.
- 27 b. At all other schools, during the review year and the three (3) preceding school months, no

1 more than thirteen (13) additional staff meetings may be held for such purposes.

2 P. No unit member shall be required to substitute without extra compensation. Substitution assigned will be at
3 the basic certificated hourly rate. In cases of emergency, period and/or partial day substitution shall be kept
4 at a minimum and distributed equitably among available unit members with volunteers given first
5 consideration. A unit member shall not be required to substitute at a school site or location that is not part of
6 his/her regular assignment except under exigent circumstances. In case of regularly scheduled school or
7 district events, period and/or partial day substitution shall be assigned by management from available
8 volunteers. If volunteers are unavailable, assignments will be made by management on a rotational basis.
9 Nurses, Psychologists, and Speech and Language Pathologists shall be excluded from such assignments.
10 There shall be a uniform system at each site for the compensation of substitution which shall include time
11 cards signed by the administrator and unit member. Each site shall maintain an up-to-date log of such
12 substitutions.

13 Q. Any unit member(s) who agrees to be designated by a site administrator as a translator shall receive a yearly
14 stipend of \$200 for foreign language translation services provided for the District during the regular work
15 day. Administratively-requested or authorized translation service, including sign language, performed
16 outside of the regular work day shall be compensated at the basic certificated hourly rate.

17 Section 2 - Temporary Exceptions

18 A. Unit members shall be excused temporarily from regular duty hours or be allowed to vary arrival and leaving
19 times temporarily when reasonable cause is shown. Written arrangements shall be made in advance with the
20 supervising administrator. Such changes must not interfere with the performance of basic duties necessary
21 for the operation of the education and other service programs at that school or location.

22 B. On a day that a unit member discharges a supervision assignment or other adjunct duty outside his/her regular
23 work day, the unit member may substitute the time used for a portion of the regular work day. However,
24 such substitution must not interfere with instruction of students.

25 C. On any day that the outside shade temperature at the worksite exceeds 102°F or the indoor worksite
26 temperature exceeds 90°F, unit members who regularly meet with pupils for instruction and whose worksites
27 are not air-conditioned shall not be required to work beyond the time actually spent meeting with students.

1 Other unit members whose work sites are not air-conditioned shall not be required to work beyond the time
2 the first full-day class at the location, exclusive of double sessions, is dismissed.

3 D. At elementary school sites, a unit member who is assigned additional, unscheduled student supervision
4 because of inclement weather shall be entitled to compensatory time off at the earliest available time. Such
5 compensatory time shall be arranged with the principal and shall not interfere with the instruction of students
6 or other regularly-scheduled duties or responsibilities. When the normal recess schedule is not implemented
7 due to inclement weather, principals shall provide each unit member with adequate time to take care of
8 personal needs.

9 E. Early dismissal times for students shall be established on days of adverse weather conditions such as extreme
10 heat as determined by the Superintendent.

11 F. Kindergarten teachers who have been assigned to team teach in another classroom shall not be assigned to
12 substitute for another unit member during that time except in emergencies.

13 G. Ninety (90) minutes of on-campus teacher planning/collaboration time shall be designated each week at
14 each elementary school in the form of one minimum day per week. Except as provided in this Subsection,
15 the division of the ninety (90) minutes of on-campus planning/collaboration time must average (on a
16 monthly basis) forty-five (45) minutes of teacher planning/preparation time and forty-five (45) minutes for
17 meetings, team collaboration and/or staff development time as determined by the site administrator and
18 leadership team for each minimum day. In the event a site administrator desires to deviate from the
19 division of time and desires to use teacher planning/preparation time for meetings, team collaboration
20 and/or staff development, he/she must provide the teachers as much notice of the deviation as possible
21 and, within one (1) calendar month, ensure that, on average, teachers receive forty-five (45) minutes of
22 planning/preparation time per week.

23 1. Except as identified below, the ninety (90) minutes of teacher planning/collaboration time shall be
24 conducted at each unit members' assigned work site. However, at its sole discretion, the District
25 shall have the right to conduct District-wide professional development trainings and/or meetings at
26 any District facility during the ninety (90) minutes of teacher planning/collaboration time on up to
27 five (5) minimum days each year. Prior to the first day of school each year, the District shall notify

1 the Association President of the five (5) District selected days for District-wide training. In the
2 event the District changes the date of any of the above-described five (5) District-wide trainings,
3 the District shall notify the Association President and impacted staff within two weeks of the new
4 date. Within one (1) calendar month of conducting a District-wide professional development
5 training and/or meeting during the ninety (90) minutes of planning/collaboration time, each
6 elementary school site administrator shall provide teachers with ninety (90) minutes of
7 planning/preparation time on a minimum day established by this Subsection.

8 2. The first minimum day of each school year, the Wednesday prior to winter break, and the last
9 minimum day at each school year will be designated for teacher preparation time.

10 3. The District retains the right to conduct District-wide professional development trainings and/or
11 meetings at any time prior to the commencement of the ninety (90) minutes of teacher
12 planning/collaboration time identified in this Subsection.

13 4. When establishing the minimum days, daily bell schedules must assure that every student
14 continues to receive sufficient instructional minutes to qualify the District for state incentive
15 money for longer day/longer year and shall not require additional non-budgeting District
16 expenditures for staffing, busing, supplies, materials, or equipment. In order to implement the
17 minimum days outlined in this Subdivision, the limit of 300 instructional minutes outlined in
18 Section 1(E) will be increased to 325. Kindergarten teachers must also be scheduled for team
19 collaboration and planning time. The purpose of the minimum day is to provide teachers with
20 scheduled team collaboration and planning time during the regular school day to focus on high-
21 quality instruction, student work, and student learning goals with the goal of improving student
22 achievement. It is permissible to skip minimum days during shortened weeks. The Parties agree
23 that the District may cancel a minimum day, and/or discontinue the minimum day at one or more
24 sites upon mutual agreement by both Parties.

25 5. Psychologists, Mental Health Specialists, Behavior Specialists, and Speech and Language
26 Pathologists shall have the option to meet during a minimum day at a district location. Employees
27 who plan on attending must notify their supervisor.

1 H. A minimum day schedule shall be established for the Friday prior to the day that report cards are sent home
2 for each trimester of the school year for each elementary school. In addition, the last day of the school year
3 shall also be designated as a minimum day for each elementary school. Recommendations from each staff
4 for a workable and appropriate schedule for each of the four (4) minimum days may be submitted if sufficient
5 time for consideration is given. If the school receives busing services, the recommendation must take into
6 consideration the availability of these services. Unless recommended differently or the recommendation is
7 not workable or appropriate, efforts shall be made to have instruction end at its regular time so that non-
8 instructional time will be available in the morning. Unit members assigned at each site shall complete their
9 regularly-assigned day. Kindergarten teachers shall meet with their assigned class but shall not be required
10 to assist with the adjoining session's classes. It may be necessary to combine morning and afternoon
11 kindergarten classes on these days. Time normally used for instruction by classroom teachers shall be used
12 as teacher-determined-on-campus preparation time which may include parent conferences and report card
13 completion. During the first trimester of the school year, the minimum day shall be scheduled prior to the
14 two (2) scheduled parent-teacher conference days. It is agreed that instructional minutes may be increased
15 on other instructional days to allow the District to continue to receive state incentive money for a longer
16 day/longer year. This will require the addition of up to two (2) minutes of instruction on average for each of
17 the remaining days. Therefore, to implement the minimum day schedule during the duration of this
18 Agreement, all references to a limitation of 300 minutes of teaching time shall be increased to 302 minutes
19 as it applies to K-6 elementary teachers at sites, if necessary, to schedule the minimum days.

20 I. Teacher planning/collaboration time shall be designated each week at each secondary school in the form of
21 one late start day per week. Except as provided in this subsection, forty-five (45) minutes shall be allocated
22 for teacher planning/preparations time. In the event a site administrator desires to deviate from this division
23 of time and desires to use teacher planning/preparations time for meetings, team collaboration, and/or staff
24 development, he/she must provide the teachers as much notice of the deviation as possible and, within one
25 (1) calendar month, ensure that on average, teachers receive forty-five (45) minutes of planning/preparation
26 time per week. The purpose of the late start day is to provide teachers with scheduled team collaboration
27 and planning time during the regular work day to focus on high-quality instruction, student work, and

1 student learning goals with the goal of improving student achievement. It is permissible to skip late start
2 days for the purposes of state testing, shortened weeks, or in order to meet minimum requirements for
3 instructional minutes. The Parties agree that the District may cancel a late start day and/or discontinue the
4 late start day at one or more sites upon mutual agreement by both Parties.

5 Section 3 - Adjunct Duties The hours of duty in this Article are considered minimums, and additional hours of service
6 may be occasionally assigned outside the regular work day to complete certain duties. Those duties are defined as
7 district-designated Back-To-School Night, Open House, parent conferences, supervision of student activities,
8 promotion, and graduation. Assignment of such adjunct duties shall be subject to the limitations listed below:

- 9 A. An attempt shall be made to assign adjunct duties equitably.
- 10 B. One (1) assigned adjunct duty per work year shall be considered as part of the Basic Work Year salary.
- 11 C. Supervision assignments may include assisting with the conduct of the activity such as timing of athletic
12 events, score keeping, or taking tickets but not such activities as washing cars, serving food, or
13 selling items.
- 14 D. Any assigned supervision in a parking area shall not include directing, assisting, confronting, or in any
15 manner supervising non-students, whether they are inside or outside of a vehicle or on horseback. Prior to
16 assigning such supervision, a site administrator shall attempt to secure a volunteer(s) for the assignment. All
17 such supervision assignments shall be kept to an absolute minimum.
- 18 E. Elementary and Middle School unit members may be assigned one (1) additional adjunct duty outside the
19 regular work day which shall be compensated. Compensation shall be at a rate equal to two (2) hours at the
20 basic certificated hourly rate.
- 21 F. Elementary unit members may be assigned only one (1) adjunct duty to organize, present, or participate in
22 student performances. Such assignment may be in conjunction with a scheduled PTA-type meeting. No
23 other involuntary attendance at PTA-type meetings outside the regular work day will be required.
- 24 G. Unit members assigned on a regular basis to more than one school site shall not be required to perform any
25 routine day-to-day supervision duties or to sponsor any student clubs or classes. They may be required to
26 perform one (1) uncompensated adjunct duty and one (1) other compensated duty per year. Compensation
27 shall be the same as stated in paragraph "E" above.

- 1 H. High School unit members may be assigned to sponsor or to assist with the sponsorship of a club or class.
2 Although attendance at club or class meetings during the regular work day (exclusive of lunch) may be
3 required from time to time, such required attendance shall be kept to a minimum and be consistent with the
4 terms of paragraph “K” of Section 1 of this Article. Any required meetings assigned outside the regular work
5 day to satisfy this requirement shall be compensated at the same rate as stated in paragraph “E” above. An
6 equal distribution of club and class sponsor assignments shall be attempted by site administration by first
7 soliciting requests from unit members at that site. In addition to assisting with club or class sponsorships,
8 High School unit members may be assigned general supervision at student activities such as dances,
9 performances, or athletic events outside the regular work day. The number of unit members assigned per
10 event shall be limited to the number needed to supervise the expected attendees. Prior to making such
11 assignments, site administration shall solicit unit members from that site desiring such assignment(s). All
12 such assigned general supervisions shall be compensated at the same rate as stated in paragraph “E” above.
- 13 I. Guidance Coordinators will supervise student activities including home football games within the regular
14 season, graduation, back-to-school events, spring open houses, and senior awards night as part of their regular
15 duties. Any additional student supervision activities will be compensated at the hourly rate of pay.
- 16 J. As part of the equitable assignment of adjunct duties, High School Department Heads may be assigned
17 attendance at Awards Night and Graduation. Such assignment(s) shall be considered part of their extra
18 compensation assignment, however, and shall not be additionally compensated.

19 Section 4 - Parent Conferences

- 20 A. If, on a designated elementary conference day, an approved parent conference is held outside the school's
21 regular office hours, the office shall be open with an administrator on duty. A supervised area
22 shall be provided if requested.
- 23 B. Parent conferences on non-conference days should be held during regular office hours when practical.

24 Section 5 - After Hour Meetings A unit member shall not be required to attend a meeting and/or conference held
25 before or after the regular work day without an administrator's approval. An administrator shall be present at the site
26 during such approved meeting and/or conference.

27 Section 6 - Individualized Education Program Meetings

- 1 A. Elementary Resource Specialists and elementary Speech and Language Pathologists shall maintain a
2 schedule which includes 80% direct instruction and 20% student assessment, coordination of, and attendance
3 at Individualized Education Program (IEP) and Student Study Team (SST) meetings.
- 4 B. Unit members who participate in Individualized Education Program (IEP) or 504 meetings which extend
5 beyond their regular work day shall be compensated at the contractual hourly rate after 120 minutes per
6 month.
- 7 C. Special Education teachers will be provided up to ten (10) days of release time each year as needed to prepare
8 for and conduct Individualized Education Program (IEP) meetings at their discretion with reasonable
9 notification to the site administrator for review or approval.

10 Section 7 - Full Inclusion

11 A. Definitions

- 12 1. Special Day Class A self-contained classroom where instructional services are provided to both
13 severely-handicapped and non-severely-handicapped students who have been identified by an IEP
14 team to have more intensive needs than can be met in the regular school program and/or the resource
15 specialist program.
- 16 2. Integration Special Day Class students who participate in general education programs for at least
17 some portion of the day in what are typically non-academic activities which may include but are not
18 limited to art, physical education, music, etc. Participation is independent of specific abilities or
19 prerequisites.
- 20 3. Mainstreaming Special Day Class students who are integrated but who participate in general
21 education programs for at least some portion of the day in what are typically core academic classes
22 which may include but are not limited to reading, mathematics, social science, etc. Participation is
23 based on the prerequisite of specific strengths or skills in the content area. A mainstreamed student
24 or a student taking part in integration activities is not considered to be a “fully-included” student.
- 25 4. Full Inclusion Severely-handicapped students who are placed full-time into a regular education
26 classroom for whom curricular, behavioral and/or physical adaptations may be needed. Full
27 inclusion is that special education option determined by an IEP team or specified in a plan

1 established to meet the requirements of [Section 504 of the Rehabilitation Act of 1973](#) that places a
2 severely-handicapped student in an age-appropriate regular education classroom on a full-time
3 basis. The included student is handicapped to such a degree that significant curricular adaptations
4 are required which necessitate the collaboration of regular and special education teachers. Special
5 education services which these students require will still be provided, i.e., hearing aids, Braille
6 machine, etc. There is no prerequisite for the student to be included in the regular classroom, and
7 the student is not expected to meet the same curricular standards. “Severely-handicapped students”
8 do not include students whose sole handicapping condition is being deaf/hard of hearing,
9 orthopedically-impaired, visually-impaired or having some other health impairment.

10 B. Full Inclusion Planning Identification and planning for full inclusion students shall be done at each site by
11 an appropriate IEP team.

12 C. Full Inclusion Funds Each full inclusion site shall receive an additional allocation of one thousand dollars
13 (\$1,000) to support planning and implementation of the full inclusion program as specified by the IEP team.

14 D. Release Time Release time shall be allocated to unit members who are teachers of identified full inclusion
15 students to provide planning time with the resource specialist or special day class teacher and other support
16 personnel. Release time shall be paid for with the funds specified in Part C above.

17 E. Specialized Training Unit members who provide direct service to a full inclusion student(s) shall be provided
18 with specialized training necessary for successful implementation of the student’s IEP. Such
19 training may be provided by a nurse if appropriate. If training is conducted during non-duty hours, the unit
20 member(s) and trainer(s) shall be compensated at the certificated hourly rate. Trainers shall receive
21 appropriate release time to plan training sessions. Release time shall be paid for with the funds specified in
22 Part 3 above.

23 F. Prior Notification A unit member who will be assigned to provide direct service to a full inclusion student
24 should receive prior notification of the assignment and be offered release time for instructional planning with
25 the appropriate special education staff.

26 G. Specialized Physical Health Care Specialized Physical Health Care procedures are specific health care needs
27 identified in a medical protocol that may be performed on a daily basis to ensure the health and well-being

1 of a student, including students who are fully-included.

2 1. Only unit members who are qualified or trained in accordance with [Education Code Section 49423.5](#)
3 may assist students who require specialized physical health care services.

4 2. The District shall comply with all Education Code and Title V provisions, so unit members may
5 work and provide specialized health care in a safe, appropriate environment.

6 3. As required by [Government Code Section 825](#), the District shall defend a unit member against any
7 claim or action against him/her for an injury arising out of an act or omission occurring within the
8 scope of his/her employment as an employee of the District while implementing the provisions of
9 this section.

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1 ARTICLE VIII

2 CLASS SIZE

3 Section 1 - Initial Class Size.

4 A. Class size for each school of the District shall be based on an enrollment for the school as estimated by the
5 Assistant Superintendent of Business Services. The formulae for class size are as listed below:

- 6 1. Elementary (K-6)
- 7 Grades K - 3 Enrollment Refer to Legal Requirements in
- 8 Section 2B
- 9 Grades 4 - 6 Enrollment 32
- 10 2. Middle School (7-8)
- 11 Enrollment 32
- 12 3. High School (9-12)
- 13 Enrollment 32

14 B. The number of teachers at each school for each grade level shall be computed in 100ths. When totaled, the
15 number of teachers for each school is rounded to the next higher whole number. If necessary, the number of
16 high school teachers shall be proportionately increased to provide for students enrolled in six instructional
17 periods. The above formulae shall be considered as minimums and shall not preclude the District from
18 staffing at a higher level.

19 C. The term "teacher" as used in this Article means regular classroom teacher and does not include management
20 personnel, psychologists, nurses, resource specialists, librarians, resource teachers, Speech and Language
21 Pathologists, special education teachers, or other unit members who do not meet regularly with students for
22 classroom instruction.

23 D. One (1) additional teacher or substitute teacher may be provided at each comprehensive high school for the
24 purpose of giving release time on an equitable basis to teachers of language arts classes where writing is
25 emphasized. The specific duties of this teacher shall be developed by the language arts department staff and
26 approved by the site administrator. This teacher shall not be counted in computing the staffing or class-size
27 formulas in this Agreement.

1 Section 2 – Class-Size Maximums (unless changed as provided under Section 1 - Initial Class Size, subsection D).

2 A. On the 20th day of instruction, the following class maximums at elementary schools shall not be exceeded.
3 After that date, the following class maximums in elementary schools shall not be exceeded for more than five
4 (5) consecutive days. On the first day of the fourth complete week of instruction, the following class
5 maximums at middle school and high schools shall not be exceeded. After that date, the following class
6 maximums at middle school and high schools shall not be exceeded for more than five (5) consecutive days.
7 Class counts shall exclude a teacher's student aide(s). These limits will be interpreted as averages for teacher-
8 student ratio in open-space buildings, driver education classes, team- teaching assignments, and large-group
9 instruction situations.

10	1. Elementary	(K-3)	32	
11		(4-6)	34	
12	2. Middle School	(7-8)	35	
13	3. Comprehensive High School	(9-12)	36	
14	4. Home Economics, Industrial Arts,			
15	and Photography		30	(or the number of operable work stations,
16				whichever is lower)
17	5. Video Production		30	
18	6. Typing, Keyboarding and Computer classes		36	(or the number of operable work stations,
19				whichever is lower)
20	7. ASB		36	(or unlimited with instructor's approval)
21	8. Physical Education		48	
22	9. Performing groups such as, but not limited			
23	to chorus, band, athletic teams, drill teams,			
24	agriculture			(unlimited with instructor's approval)
25	10. Madrigals and High School Jazz Band		23	(or unlimited with instructor's approval;
26				all students must meet
27				course prerequisites)

1
2 Special Education classes shall not be included in computing average class size.

3 D. Staff Added When actual enrollments are known during the first four (4) weeks of school, additional staff
4 shall be assigned as needed, or teachers shall be transferred from other schools in accordance with the above
5 averages and maximums.

6 E. Students with an IEP

7 1. For every four students certified eligible for a full-time Special Education class assigned into a
8 regular education classroom, an instructional aide will accompany and assist the students at the
9 request of the regular education teacher.

10 2. In assigning students to teachers before class size maximums have been reached, principals shall
11 give consideration to lower class
12 sizes for teachers who already have been assigned students Certified Eligible for the Resource
13 Specialist Program. Such consideration shall be based upon extra effort which may be required of
14 the teacher assigned such students. The presence of such students in a classroom shall not, however,
15 change the number of students counted for purposes of determining maximum class size.

16 a. RSP pull out classes at the secondary level (7-12 shall have a maximum class size of 23
17 students.

18 3. Special Day Class

19 a. On the 20th day of instruction, the Special Day Class (SDC) maximum class sizes shall be
20 seventeen (17) students for elementary(K-6) and eighteen (18) students for secondary (7-
21 12). After that date, the class size maximums shall not be exceeded for more than five (5)
22 consecutive days with the following exceptions:

23 1). On or after the 21st day, up to two (2) classes at each site may be designated to
24 exceed the maximum by no more than three (3) students each.

25 2). Any teacher of a designated class shall receive extra compensation at one-sixth
26 (1/6) of his/her per diem beginning on the 21st day and every subsequent day that
27 the maximum is exceeded.

- 1 3). The class size exception(s) shall not extend beyond the first quarter or the 30th
2 day of instruction, whichever is earlier.
- 3 4). However, the SDC teacher of the designated class and the District may mutually
4 agree to continue to exceed the class size maximum with continued compensation
5 beyond the 30th day.
- 6 b. No class may be initially designated to exceed the maximum after the end of the first
7 quarter or the 30th day of instruction, whichever is earlier.
- 8 c. TK-1 and/or K-1 SDC classes that reach the maximum class size will be allocated an
9 additional three-hour instructional aide for toileting and communication needs.
- 10 4. If special students are mainstreamed, principals shall make reasonable efforts to assign them
11 equitably among the appropriate classes.

12 F. Summer School/Extended Year Summer School/Extended Year Class sizes shall conform to this Agreement
13 from the end of the first week until the end of the session.

14 G. End of Year During the last forty-five (45) days of the school year, where maximum class sizes at an
15 elementary school have been reached because of increasing enrollment, up to two (2) classes at such a school
16 may exceed the maximum by three (3) students in accordance with the following procedure:

- 17 1. All classes at the grade level concerned, (except bilingual classes mandated by state and/or federal
18 government) must be at the maximum.
- 19 2. The teachers at the grade level affected may mutually agree upon how to assign the additional
20 students, or the principal shall determine student assignments through a random-selection process
21 in the event such mutual agreement cannot be reached.
- 22 3. The principal at such school shall relieve the teacher whose class enrollment exceeds the stated
23 maximum from extra duty assignments by the use of non-bargaining unit personnel.

24 H. Enrollment Count The District shall provide the Association President with a weekly report of all class sizes
25 by individual class and period.

26 Section 3 - Case Load

27 A. On the twentieth (20th) day of instruction, guidance coordinator case loads will be adjusted to ensure that case

1 loads will not exceed an average of 380 students each. If guidance coordinator case loads exceed the 380
2 students after the twentieth (20th) day of instruction, the site principal and the Guidance Coordinators may
3 agree to allow existing Guidance Coordinators to assume the additional students into their case load in
4 exchange for extra compensation. Extra compensation will be calculated using the following formulae:

- 5 1. Determine the FTE equivalent by dividing the total number of students in the school by 380.
6 The FTE equivalent will be rounded to the nearest 20% increment.
- 7 2. G13 of the guidance coordinator salary schedule, times the FTE equivalent, divided by the total
8 number of days in the guidance coordinator work year, times the number of work days from
9 the 20th day of instruction to the last day of the instruction, divided by the number of Guidance
10 Coordinators assuming the additional students.

11 B. The District shall not exceed individual or average case load limitations as set by law. (Resource Specialist
12 is 28, and Speech and Language Pathologist is 55.) Case loads for special education teachers at the secondary
13 level shall not exceed 23.

14 C. On or after the 45th day of instruction or at the end of the first quarter, whichever is earlier, any RSP teacher
15 whose case load exceeds limitations set by law shall receive extra compensation at one-sixth 1/6 of his/her
16 per diem for each day that the maximum is exceeded.

17 D. In the event the District decides to layoff Counselors, Psychologists, Speech and Language Pathologists, or
18 Nurses, it will, prior to such layoffs, meet and negotiate with the Association on the effects of such layoffs if
19 so requested.

20 E. The District shall make all reasonable efforts to maintain an equitable workload distribution among
21 Psychologists and Nurses at each level (elementary, middle school, or high school) to which they are
22 assigned.

23 Section 4 - Combined Coverage When a classroom teacher is assigned students of another unit member, in addition
24 to and at the same time he/she is teaching his/her own students, he/she shall be compensated according to the following
25 formula: Number of hours of service rounded to the nearest half-hour, multiplied by the current certificated hourly
26 rate, and divided by the number of teachers so assigned. A full day of service equals 300 teaching minutes. This
27 provision shall not apply to special education students being mainstreamed into regular classrooms, team teaching

1 assignments, or teacher- arranged disciplinary placements.

2 ARTICLE IX

3 EVALUATION PROCEDURES

4 Section 1 - Evaluation Agreement

5 A. Purpose

6 1. The goal of the evaluation process is to identify, improve, and maintain the quality of services of all
7 unit members and to ensure an optimal learning situation for all students of the District. Within this
8 context, evaluation is a cooperative and continuous process aimed at improving and maintaining
9 quality educational programs while serving as an essential component in each unit member’s
10 professional development.

11 2. The procedures in this Article have been developed to assure compliance with relevant Education
12 Code requirements concerning the establishment of a uniform system of evaluation of unit members.
13 The Parties recognize that the evaluation and assessment of unit member performance shall not
14 include the use of publishers’ norms established by standardized tests ([Education Code section](#)
15 [44662\[e\]](#)). Student performance on District Criterion Referenced Tests shall not be used as the sole
16 evaluation criterion in reference to Standard 5 – Assessing Student Learning/Student Progress of
17 the Teacher Unit Member Evaluation Form.

18 B. Guidelines and Procedures

19 By October 15, or if mutually agreeable, by November 1, the evaluator and the evaluatee will hold a formal
20 conference to review the evaluation elements listed in this Article and, if appropriate, to make modifications
21 as agreed. If mutual agreement to any modification cannot be reached, the Superintendent, Assistant
22 Superintendent of Education Services or designee(s), and two (2) elected members of the Instructional
23 Council who are not staff members at the work site of the evaluatee will meet with the parties to resolve the
24 disagreement. Thereafter, the established evaluation agreement may only be revised by written mutual
25 agreement.

26 C. Teaching Unit Members The District shall evaluate and assess the performance of teaching unit members as
27 it reasonably relates to the standards listed below.

- 1 1. Engaging and Supporting All Students in Learning
- 2 a. Using knowledge of students to engage them in learning.
- 3 b. Connecting learning to students' prior knowledge, backgrounds, life experiences, and
- 4 interests.
- 5 c. Connecting subject matter to meaningful, real-life contexts.
- 6 d. Using a variety of instructional strategies, resources, and technologies to students' diverse
- 7 learning needs.
- 8 e. Promoting critical thinking through inquiry, problem solving, and reflection.
- 9 f. Monitoring student learning and adjusting instruction while teaching.
- 10 2. Creating and Maintaining Effective Environments for Student Learning
- 11 a. Promote social development and responsibility within a caring community where each
- 12 student is treated fairly.
- 13 b. Creating physical or virtual learning environments that promote student learning, reflect
- 14 diversity, and encourage constructive and productive interactions among students.
- 15 c. Establishing and maintaining learning environments that are physically, intellectually, and
- 16 emotionally safe.
- 17 d. Creating a rigorous learning environment with high expectations and appropriate support
- 18 for all students.
- 19 e. Developing, communicating, and maintaining high standards for individual and group
- 20 behavior.
- 21 f. Employing classroom routines, procedures, norms, and supports for positive behavior to
- 22 ensure a climate in which all students can learn.
- 23 g. Using instructional time to optimize learning.
- 24 3. Understanding and Organizing Subject Matter for Student Learning
- 25 a. Demonstrating knowledge of subject matter, academic content standards, and curriculum
- 26 frameworks.
- 27 b. Applying knowledge of student development and proficiencies to ensure student

- 1 understanding of subject matter.
- 2 c. Organizing curriculum to facilitate student understanding of subject matter.
- 3 d. Utilizing instructional strategies that are appropriate to the subject matter.
- 4 e. Using and adapting resources, technologies, and standards-aligned instructional materials,
5 including adopted materials, to make subject matter accessible to all students.
- 6 f. Addressing the needs of English learners and students with special needs to provide
7 equitable access to the content.

8 4. Planning Instruction and Designing Learning Experiences for All Students

- 9 a. Using knowledge of students' academic readiness, language proficiency, cultural
10 background, and individual development to plan instruction.
- 11 b. Establishing and articulating goals for student learning.
- 12 c. Developing and sequencing long-term and short-term instructional plans to support student
13 learning.
- 14 d. Planning instruction that incorporates appropriate strategies to meet the learning needs of
15 all students.
- 16 e. Adapting instructional plans and curricular materials to meet the assessed learning needs
17 of all students.

18 5. Assessing Student for Learning

- 19 a. Applying knowledge of the purposes, characteristics, and uses of different types of
20 assessments.
- 21 b. Collecting and analyzing assessment data from a variety of sources to inform instruction.
22 Reviewing data, both individually and with colleagues, to monitor student learning.
- 23 d. Using assessment data to establish learning goals and to plan, differentiate, and modify
24 instruction.
- 25 e. Involving all students in self-assessment, goals setting, and monitoring progress.
- 26 f. Using available technologies to assist in assessment, analysis, and communication of
27 student learning.

- g. Using assessment information to share timely and comprehensible feedback with students and their families.

6. Developing as a Professional Educator/Adjunct Duties

- a. Reflecting on teaching practice in support of student learning.
- b. Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- c. Collaborating with colleagues and the broader professional community to support teacher and student learning.
- d. Working with families to support student learning.
- e. Engaging local communities in support of the instructional program.
- f. Managing professional responsibilities to maintain motivation and commitment to all students.
- g. Demonstrating professional responsibility, integrity, and ethical conduct.

D. Non-Teaching Unit Members

The District shall evaluate and assess the performance of non-teaching unit members as it reasonably relates to the elements listed below. For purposes of this article non-teaching unit member positions include, but are not limited to, Behavior Specialist, Counselor, Guidance Coordinator, Librarian, Mental Health Counselor, Nurse, Program Specialist, Psychologist, Resource Teacher, and Teacher on Special Assignment.

1. Adherence to Established Procedures Within the Scope of the Unit Member's Assignment

- a. Implements established programs and provides required services.
- b. Maintains required records in an accurate and timely manner.
- c. Complies with adopted guidelines and school procedures.
- d. Supports District and school goals and objectives applicable to the unit member's assignment.
- e. Fulfills adjunct duties (as defined in Article VII, Hours of Duty).

2. Fulfillment of Responsibilities and Duties to Students, Parents, and Staff

- a. Is accessible to students, parents, and staff.

- b. Communicates effectively with students, parents, and staff.
- c. Works cooperatively with students, parents, and staff.
- d. Uses discretion in handling confidential information.

3. Demonstration of Knowledge and Skills of the Assignment

- a. Demonstrates and applies current knowledge related to the assignment.
- b. Plans work throughout the year to meet required timelines.

E. Other Considerations:

1. Conditions

- a. A unit member's evaluation may be affected by a number of conditions and constraints including, but not limited to, class size, caseload, abilities of learners, the unsatisfactory performance of non-teaching employees, the availability of support personnel, the learning environment, supplies, materials, facilities, required travel, and equipment provided.
- b. If, in the opinion of the evaluatee, the evaluation may be or has been significantly impaired by the conditions described above, note of this shall be made in the evaluation agreement and/or the final evaluation.

2. The criteria on which the District evaluates unit members shall not prevent a unit member from using methods common in the field of education and appropriate to the grade level and content being taught.

3. Any written complaint which may adversely affect a unit member's evaluation shall be reported to the unit member by the appropriate administrator within a reasonable time. Upon the unit member's request, administration shall make every effort to arrange a conference with the complainant, the administrator, the unit member, and any representative designated by the unit member. Information from unidentified complainants shall not adversely affect the evaluation.

F. Exclusions.

1. The unit member's evaluation shall be based upon his/her basic job assignment and shall not include an assessment of performance of extra-compensation duties. Comments quoted by the evaluator shall be limited to comments by Administration. Such comments shall be specific and their sources

1 identified.

2 2. The District shall not adversely evaluate a unit member for statements or materials used in the
3 classroom, provided that such statements and materials are utilized in a fair and representative
4 manner relevant to the curriculum involved.

5 3. The District shall not adversely evaluate a unit member based on inadequate room environment
6 caused by custodial or maintenance deficiencies.

7 4. No unit member except those required to do so as Instructional Council members shall participate
8 in the evaluation procedure of other unit members. No evaluatee will be required to assess his/her
9 own performance.

10 Section 2 - Observations and Observation Conferences

11 A. Probationary Unit Member Observations There shall be a minimum of two (2) and a maximum of six (6)
12 observations of at least thirty (30) minutes duration. At least one (1) observation shall be announced two (2)
13 work days in advance. Completed observation forms shall be transmitted to the evaluatee within five (5)
14 work days of the observation. Extraordinary circumstances may require more observations and must be
15 declared and described in writing by the evaluator. The evaluatee must be notified if these extra observations
16 are needed. The evaluatee will receive written notification in advance for each subsequent observation.

17 B. Permanent Unit Member Observations There shall be a minimum of one (1) and a maximum of four (4)
18 observations of at least thirty (30) minutes duration. At least two (2) observations shall take place prior to
19 any negative comments or judgments being included in the evaluation. Completed observation forms shall
20 be transmitted to the evaluatee within five (5) work days of the observations. Extraordinary circumstances
21 may require more observations and must be declared and described in writing by the evaluator. The evaluatee
22 must be notified if these extra observations are needed. The evaluatee will receive written notification in
23 advance for each subsequent observation.

24 C. Non-Teaching Unit Members By mutual written agreement between a non-teaching unit member and his/her
25 supervisor, formal, scheduled observations may be omitted from the evaluation process if the parties develop
26 a mutually acceptable plan which includes a mid-year conference regarding the unit member's performance
27 as related to the elements. The plan shall be attached to the evaluation agreement.

- 1 D. Observation Forms An observation form shall be given to the unit member within five work days of the
2 observation. The form shall explicitly describe any performance that needs improvement or is unsatisfactory.
- 3 E. Additional Observations Extraordinary circumstances may require more observations and must be declared
4 and described in writing by the evaluator. The evaluatee must be notified if these extra observations are
5 needed. The evaluatee will receive written notification in advance for each subsequent observation.
- 6 F. Post-Observation Conference A conference will be held within five (5) work days of the receipt of the
7 completed observation form unless mutually waived. However, any performance that needs improvement or
8 is unsatisfactory must be explicitly described in writing and discussed in a mandatory conference.
- 9 G. Recommendations and Assistance Within a reasonable time after notice to the unit member of any
10 performance that needs improvement or is unsatisfactory, specific, written recommendations and/or
11 assistance shall be offered for improving performance as appropriate.
- 12 H. Invalid Observations Excessive interruptions or distractions beyond the unit member's control and
13 responsibility shall invalidate the observation, and a substitute observation shall be scheduled.

14 Section 3 - Evaluations and Conferences

- 15 A. Frequency Evaluation and assessment of the performance of each unit member shall be made on a continuing
16 basis, at least once each school year for probationary unit members and at least every other year for unit
17 members with permanent status. Permanent employees who have been employed by the District for at least
18 10 years may be evaluated every three to five years instead of every other year if (1) the employee received
19 a satisfactory evaluation during the previous evaluation cycle; (2) the employee is deemed highly-qualified
20 under the No Child Left Behind Act; and (3) the evaluator and the employee consent to the three to five-year
21 cycle. By request of the evaluator or employee, the employee shall immediately be returned to the evaluation
22 cycle of every other year. Upon receipt of an unsatisfactory evaluation, the employee shall immediately be
23 returned to the yearly evaluation cycle.
- 24 B. Recommendation The evaluation document shall include recommendations, if necessary, of areas needing
25 improvement in the performance of the unit member. In the event a unit member is not performing his/her
26 duties in a satisfactory manner according to the standards prescribed by the governing board, the District
27 shall notify the unit member in writing of such fact and describe such unsatisfactory performance. The

1 District shall thereafter confer with the unit member making specific recommendations as to areas of
2 improvement in the unit member's performance and endeavor to assist the unit member in such performance.

3 When any permanent unit member has received an unsatisfactory evaluation, the District shall annually
4 evaluate the unit member until the unit member achieves a positive evaluation or is separated from the
5 District.

6 C. Peer Assistance and Review (PAR) Referral A classroom teacher with permanent status whose most recent
7 performance evaluation contains two or more unsatisfactory ratings in the areas of teaching methods and
8 instruction (Standards 1,3, or 4) shall receive an overall rating as unsatisfactory and shall participate in the
9 District's Peer Assistance and Review Program.

10 D. Deadlines. The evaluation shall be given to the evaluatee in writing not later than thirty (30) calendar days
11 before the last school day for the school year in which the evaluation takes place.

12 E. Evaluation Conference

13 1. An evaluation conference shall be held between the evaluatee and the evaluator to discuss the
14 evaluation before the last school day.

15 2. A written request for an earlier conference may be submitted by either party. Such request must be
16 made within five (5) work days of the receipt of the written evaluation by the unit member. The
17 early conference will then occur within ten (10) work days of receipt of the written evaluation. The
18 evaluator shall make available a copy of the evaluation and each attached document to the evaluatee
19 either before or at the time of the evaluation conference. The signatures of the evaluatee and
20 evaluator are required on each evaluation report. Such signatures confirm the conference and
21 receipt of a copy of the evaluation, but do not necessarily signify agreement with the substance of
22 the evaluation.

23 F. Rebuttal The evaluatee has the right to submit a written rebuttal to the evaluation at any time. Such rebuttal
24 shall become a permanent attachment to the copy of the evaluation in the unit member's personnel file. If
25 such rebuttal is filed within ten (10) work days of the evaluation conference, the evaluation may be modified
26 or corrected accordingly. This process may alter the final evaluation before it is inserted into the personnel
27 file. If a rebuttal to the evaluation has become a part of the personnel file, such evaluation shall be marked

1 “invalid” if subsequent investigation shows that the evaluator’s comments were not accurate.

2 G. Grievance If a grievance relating to the evaluation is filed in a timely manner, evaluation materials shall be
3 withheld from the personnel file until the grievance process is exhausted. If changes result from the grievance
4 process, evaluation materials shall be modified accordingly and placed in the evaluatee’s personnel file. If
5 no change in evaluation materials results, the original materials shall be placed in the personnel file.

6 H. Absences In the event that during the observation or evaluation process the evaluator or evaluatee is absent,
7 all dates not specified by the Education Code indicated may be extended by the number of days of the
8 absence.

9 Section 4 - Assistance to Probationary Unit Members A joint committee will be established to explore and recommend
10 ways to assist probationary unit members. The committee will consist of six (6) persons, three (3) appointed by the
11 Association President and three (3) appointed by the Assistant Superintendent Education Services.

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ARTICLE X

PERSONNEL FILES

Section 1 - Location The District shall maintain the unit member's personnel file at the District's central office. Any file kept by the unit member's immediate supervisor(s) shall not contain any permanent material.

Section 2 - Insertion The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

Section 3 - Access

A. Materials in personnel files of unit members which may affect the status of their employment are to be made available for inspection by the person involved.

1. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such a person is not actually required to render services to the District.

2. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

B. The District shall keep a log indicating all persons who have requested to examine a personnel file as well as the dates such requests were made.

1. Access to personnel files shall be limited to the involved unit member, to those persons so authorized by the unit member in writing, and to those administrators and Human Resources staff so authorized by the Superintendent.

2. Members of the Board of Education may request the review of a unit member's file at a closed session of the entire Board. The unit member shall be notified in writing when such a review has occurred. The unit member shall be given an opportunity to address the Board in a closed session regarding the review.

C. The contents of all personnel files shall be kept in the strictest confidence.

Section 4 - Exclusions Such material is not to include ratings, reports, or records which (a) were obtained prior to employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.

1 Section 5 - Derogatory Information Information of a derogatory nature, except material mentioned in Section 4 of this
2 Article, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and
3 comment thereon. A unit member shall have the right to enter and have attached to any such derogatory statement
4 his/her own comments. Such review shall take place during normal business hours, and the unit member shall be
5 released from duty for this purpose without salary reduction.

6 Section 6 - Written Complaints If a grievance relating to written complaints or records generated therefrom is filed
7 within ten (10) days of notification, such materials will be withheld from the personnel file until the grievance process
8 is exhausted. If, for any reason, changes result from the grievance process, such materials will be modified accordingly
9 and placed in the personnel file or eliminated. If no change results, the original materials will be placed in the
10 personnel file. Written complaints that have been entered in the personnel file and which both the Assistant
11 Superintendent Human Resources and the unit member agree contain inaccurate information shall be modified, sealed,
12 or eliminated appropriately by the District.

13 Section 7 – Verbal Complaints Verbal complaints shall be handled in accordance with the District Complaint
14 Procedure(s) developed in consultation with the Association. Copies of such procedure(s) shall be posted annually.

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ARTICLE XI

ABSENCES AND LEAVES

Section 1 - General Leave Provisions The benefits which are expressly provided by this Article are the sole benefits which are part of this Agreement. Other statutory or regulatory leave benefits are not incorporated, either directly or by implication, into this Agreement, nor are such other benefits subject to the grievance procedure. Leaves may not be used for purposes of strikes, walkouts, work stoppages, slowdowns, or other conditions related to employee dissatisfaction. Leave provisions shall be administered consistently.

A. Length of Leave Leaves-of-absence granted by the District shall not exceed one (1) year in length unless the Board determines that there are extenuating circumstances which justify an extension.

B. Salary Credit and Computation Time spent on unpaid leaves-of-absence shall not be credited when computing the unit member's placement on the salary schedule except as granted in specific cases by the Board or as required by law.

C. Unauthorized Absence from Duty

1. Any unit member absent from his/her assignment for any reason other than those specifically authorized by law, the California Education Code, Board Policy, or this Agreement, will be considered absent without permission or authorized leave, and shall lose his/her full salary for the period of unauthorized absence.

2. Improper use of any leave may be cause for appropriate disciplinary action and may result in recovery of payment.

3. An extended absence from duty which does not qualify under any authorized leave policy may be considered abandonment of employment.

4. More than five (5) consecutive workdays of unauthorized absence from duty shall be considered an extended absence.

D. Reinstatement After Leave A unit member who receives a leave of absence of five (5) calendar months or more does so with the understanding that when he/she returns to active assignment at the completion of the leave, he/she is not guaranteed placement at the same location or in the identical assignment previously held

1 but will be placed in the same assignment, if available, or in a comparable assignment.

- 2 E. Authorized Leave Verification Prior to approval of any leave, the District may require a unit member to
3 furnish a doctor's certificate, affidavit, or other documentation on forms prescribed by the District as
4 verification of illness or other reason for authorized leave. Verification may be required for leaves when the
5 District has good and sufficient reasons to question the validity of any request for approved leave.
6 Reimbursement for any reasonable and necessary expense incurred by the unit member for the purpose of
7 such verification shall be made by the District. All such verification shall be made in Human Resources.

8 Section 2 - Association Leave

- 9 A. A maximum of forty-five (45) days of District-paid release time in whole-day units shall be allowed the
10 Association during the fiscal year for attendance at conferences or for the discharge of other organization
11 duties. Up to thirty (30) additional days of leave may be requested and arranged in advance with the Assistant
12 Superintendent Human Resources. The Association shall reimburse the District at the substitute teacher daily
13 rate for each additional day used. Billing by the District shall occur no later than sixty (60) days after the
14 end of the fiscal year. Leave for the Association President is provided separately and is not included in this
15 sub-section.

16 B. Association President

- 17 1. The Association President shall be released from his/her regular duties in the District and classified
18 as a Teacher on Special Assignment. The District shall pay the President the same salary and
19 benefits he/she would have received on regular duty without loss of seniority or other rights and
20 benefits.
- 21 2. As part of the release-time assignment, the Association President may be required by the District to
22 provide up to thirty-six (36) days of services of mutual interest and benefits to the Parties as jointly
23 determined by the President and the Assistant Superintendent Human Resources. Such services
24 may include conducting information meetings concerning professional growth, developing ways to
25 assist non-permanent unit members, attempting to resolve reported conflicts of certificated
26 employees, assisting with the recruitment of new teachers, representing the District and Association
27 at appropriate out-of-district functions, gathering data for use of both Parties in the negotiation

1 process, developing and presenting inservices to district employees on agreed-to topics, contributing
2 to the District's employee newsletter, as well as providing representation on committees such as the
3 District Safety Committee, the Restructuring Contract Administration Committee, and the
4 Catastrophic Leave Committee. The Parties recognize that it is to the advantage of the District, the
5 Association, and the community for the President to take an active role to make a positive work
6 environment for employees and a positive learning environment for students.

7 C. A total of five (5) days of released time per year will be provided to the Association, if needed, for use by
8 the elected delegate(s) to the CTA State Council and/or the NEA Representative Assembly. The Association
9 will pay the District the current substitute teacher's rate for any time used under this provision.

10 D. Notification to Human Resources_of release time shall be submitted, in writing, at least two (2) days in
11 advance by the Association President. The notice shall include the date and name(s) of the person(s) to be
12 absent.

13 E. At the end of the instructional day, the four (4) principal officers of the Association and the designated
14 negotiations chairperson or his/her designee shall be released on an as-needed basis to perform Association
15 business, provided that such release does not interfere with professional duties. The unit member's site
16 supervisor shall be notified the day prior to release with written confirmation to follow, if requested.

17 Section 3 - Bereavement Leave

18 A. A leave of absence without loss of pay shall be authorized for five (5) days because of a death in the
19 immediate family of a unit member or a relative for whom a unit member is the closest surviving relative,
20 with an additional two (2) days when 250 miles of travel, one-way, from Jurupa Valley is required. Members
21 of the unit member's immediate family are defined as mother, mother-in-law, stepmother, father, father-in-
22 law, stepfather, husband, wife, registered domestic partner, son, stepson, son-in-law, daughter, stepdaughter,
23 daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandmother, great-
24 grandmother, grandfather, great-grandfather, grandchild, or great-grandchild of the unit member. Any person
25 living in the immediate household of the unit member is also included. The miscarriage of one's child shall
26 also qualify a unit member for this leave.

27 B. The unit member shall also be responsible for notifying the Human Resources or Principal preceding

1 Bereavement Leave whenever possible.

- 2 C. After Bereavement Leave has been used, days of Personal Necessity Leave may also be used for purposes of
3 bereavement.

4 Section 4 - Catastrophic Leave The District shall maintain a Catastrophic Leave Bank for eligible employees.

- 5 A. Membership in the Catastrophic Leave Bank Any unit member or certificated manager who has been
6 employed by the District for at least eleven (11) calendar months is eligible for membership in the
7 Catastrophic Leave Bank. Membership begins when sick leave is donated.

- 8 B. Donations of Sick Leave to the Bank Eligible certificated employees may donate accumulated and unused
9 sick leave (as opposed to “advanced”) to the Catastrophic Leave Bank. Donations of sick leave are subject
10 to the following limitations and conditions:

11 1. An “open enrollment period” shall be offered during the first and last 30 day period during which
12 students are in attendance in each year to encourage donation by eligible employees. If an employee
13 becomes eligible for the Bank after the “open enrollment period,” he/she may donate within thirty
14 (30) days of gaining eligibility. Initial donation shall be made in whole-day increments with a
15 maximum of three (3) days.

16 2. Each eligible unit member who is a member of the Bank must donate one (1) sick day before the
17 commencement of each five (5) year period to remain in the Bank, the first five (5) year period
18 beginning on July 1, 2020 and ending on June 30, 2025. If a unit member who is a member of the
19 bank does not donate one (1) day within the during the school year prior to the beginning of the
20 following five (5) year period, the unit member will be removed from the bank at the commencement
21 of the following five (5) year period until a day is donated. Any unit member who is not a member
22 of the Bank who donates at least one (1) day accumulated sick leave during the school year prior to
23 the commencement of each five (5) year period or during a five (5) year period will become a
24 member of the Bank and will continue to be a member of the Bank for the duration of that five (5)
25 year period.

26 3. The donation shall be filed with the District payroll department on a “Certificated Sick Leave
27 Donation Form.” All donations are irrevocable.

1 4. The sick leave donor may not donate sick leave that would cause his/her personal earned sick leave
2 balance to fall below ten (10) days.

3 5. If a unit member is currently a member of the bank and has one or more days of accumulated sick
4 leave at the end of five (5) year period, the unit member's membership in the bank shall be
5 automatically renewed by the deduction of one (1) day of accumulated sick leave from the unit
6 member's accumulated sick leave. A member of the bank may opt out of the automatic renewal
7 during the District's Health and Welfare open enrollment period that immediately precedes the
8 automatic renewal.

9 6. The payroll department maintains a permanent list of all employees who have donated to the Bank.
10 An updated copy of the permanent list shall be sent to the Association by November 1st each year.

11 7. The payroll department shall give written acknowledgment to each donor at the time his/her
12 donation is received.

13 8. If the number of days remaining in the Bank falls below three hundred (300), an additional donation
14 shall be requested (but not required) of current members of the Bank. Should such condition arise,
15 the District shall notify the Association, and a joint request shall be made. In this event, subsequent
16 individual donations beyond the initial donation may be made in whole-day increments with a
17 maximum of three (3) days per year.

18 C. Eligibility for Catastrophic Leave A certificated employee who suffers from a catastrophic injury or illness
19 that is expected to incapacitate him or her for an extended period of more than ten (10) days or who is
20 required to take time off from work to provide care for an immediate family member who suffers from a
21 catastrophic injury or illness shall be eligible to receive Catastrophic Leave (donated sick leave) subject to
22 the following restrictions and conditions:

23 1. The employee requesting donated sick leave must have exhausted all of his/her accumulated sick
24 leave but still may have differential pay available. An exception to this limitation shall occur if
25 Catastrophic Leave is granted to provide care for an immediate family member.

26 2. The employee must be a member of the Catastrophic Leave Bank.

27 D. Requests for Leave

- 1 1. An employee who meets the eligibility requirements for Catastrophic Leave may request donation(s)
2 of sick leave from the Catastrophic Leave Bank by submitting a “Certificated Catastrophic Leave-
3 Request for Withdrawal Form” to the payroll department in the Business Office. A copy shall also
4 be provided to the Association and the Human Resources Office.
- 5 2. The request shall clearly specify the circumstances of the catastrophe and the amount of
6 Catastrophic Leave requested. Appropriate written verification of the catastrophic illness or injury
7 must be included with the request.
- 8 3. The employee should be prepared to provide additional documentation on the nature and severity
9 of the illness or injury if requested.
- 10 4. In the event that the employee is personally unable to request Catastrophic Leave, an employee or
11 immediate family member may make the request.

12 E. Catastrophic Leave Committee A Catastrophic Leave Committee consisting of one (1) District representative
13 and one (1) representative appointed by the Association President shall be established each fiscal year. The
14 committee shall consider all requests to receive Catastrophic Leave. The committee may grant, partially
15 grant, or reject a request. All decisions to grant Catastrophic Leave shall require mutual agreement. The
16 decision of the committee is final and not subject to the grievance procedure. A written copy of the
17 committee’s decision shall be provided to the payroll department so that the Catastrophic Leave Bank balance
18 can be appropriately adjusted.

19 F. Implementation Procedures

- 20 1. Each Catastrophic Leave shall conclude after forty-five (45) work days, or at the end of the
21 employee’s work year, or when the employee returns to work, whichever comes first. If the same
22 or another injury or illness continues or arises at a later time, another request for Catastrophic Leave
23 may be submitted.
- 24 2. Except in exceptional and highly unusual circumstances as determined by the Catastrophic Leave
25 Committee, the total amount of Catastrophic Leave received for any single illness or injury shall not
26 exceed two hundred twenty-five (225) days. Catastrophic Leave is not meant to replace Unpaid
27 Disability Leave. Unit members are advised to check with the State Teachers’ Retirement System

1 regarding their eligibility for a disability allowance.

2 3. An employee who uses Catastrophic Leave shall be paid at his/her regular daily rate. No distinction
3 shall be made as to the differing pay rates of the donors or recipients.

4 4. Any Catastrophic Leave that is granted to an employee but not used shall be redeposited in the
5 Catastrophic Leave Bank.

6 5. Catastrophic Leave may not be used for illness or disability absences on days when the employee is
7 receiving Workers' Compensation benefits except to bring the daily rate of compensation up to
8 his/her individual daily rate of pay.

9 G. Catastrophic Leave for Non-Bank Members The Catastrophic Leave Committee may also consider granting
10 Catastrophic Leave (donated sick leave) to a unit member or certificated manager who is not a member of
11 the Bank. Specific donations for such employees shall be made on an individual basis and limited to a
12 maximum of two (2) days, per donor, per request, per school year. Other than not being a Bank member, the
13 recipient of such donations(s) shall satisfy all eligibility and verification requirements for receipt of
14 Catastrophic Leave as specified above.

15 H. District and Association Understanding

16 1. The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any
17 grievance, claim, or lawsuit related to this leave.

18 2. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member,
19 any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or
20 enforcement of this provision.

21 3. The Association agrees to indemnify and hold harmless the District from any loss or damages arising
22 from the implementation of this leave as it relates to unit members.

23 4. In the event a claim or lawsuit results in the determination that there is a question of legality or
24 proper enforcement of this Article, the District or the Association may terminate this Article upon
25 written notice to the other Party.

26 5. Upon return from Catastrophic Leave, a unit member shall be returned to the same or equivalent
27 position except as limited by law.

1 6. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall
2 be equitably distributed among all members of the Bank currently employed by the District.

3 Section 5 - Court Appearance Leave (Other Than Jury Duty)

4 A. General Provisions Whenever a unit member appears in court as a litigant, the unit member may have such
5 day(s) absent deducted from his/her sick leave entitlement. The unit member is responsible for notification
6 to the Human Resources or principal in case of a court appearance absence in accordance with established
7 current procedures for arranging substitutes.

8 B. Limitations and Conditions The following limitations and conditions are placed on the use of court-
9 appearance leave:

- 10 1. Under this leave, no more than a total of three (3) days shall be used in any one (1) school year.
- 11 2. The days allowed shall be deducted from and may not exceed the number of full-paid days of sick
12 leave to which the unit member is entitled.
- 13 3. Such leave shall not be granted during a scheduled vacation or other leave of absence.
- 14 4. Payment of such absence shall be made only upon certification by the unit member's administrator
15 or supervisor that the absence was attributable to a situation designated as a court appearance within
16 the meaning of this policy. The unit member shall be required to sign, on a form provided, a
17 statement that such absence was indeed a court appearance as provided in this section. Such form
18 shall be filled out and filed with the Human Resources. The administrator or supervisor may satisfy
19 himself/herself that a court appearance within the limits of this rule did exist.

20 Section 6 - Family Care and Medical Leave In accordance with state and federal law, the District shall grant Family
21 Care and Medical Leave to eligible employees without discrimination. The maximum length of the leave is sixty (60)
22 work days per twelve (12) month period, during which time the unit member continues to receive district paid health
23 and welfare benefits as if he/she were not on leave. Unit members who are granted such leave shall be employed in
24 the same or a comparable position upon returning from Family Care and Medical Leave, subject to any exceptions or
25 limitations provided by law. Information regarding the [Family and Medical Leave Act of 1993](#) shall be posted at each
26 site and included in the Appendix to this Agreement.

27 Section 7 - Industrial Accident and Illness Leave Unit members are entitled to leave for industrial accident or illness

1 [\(EC 44984\)](#) subject to the following provisions:

- 2 A. Leave for any industrial accident or illness shall be for a maximum of sixty (60) working days in any one (1)
3 fiscal year or the remainder of the fiscal year, whichever is longer.
- 4 B. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next
5 fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal
6 year in which the injury or illness occurred for the same illness or injury.
- 7 C. Leave shall not accumulate from year to year.
- 8 D. Leave will commence on the first day of absence.
- 9 E. Salary payment shall, when added to an award granted the unit member under applicable workers'
10 compensation laws, not exceed the normal salary for the day.
- 11 F. Leave will be reduced by one day for each day of authorized absence regardless of a compensation award
12 made under workers' compensation. The industrial accident and illness leave is to be used in lieu of
13 entitlement under the Sick Leave provisions of the Agreement. When entitlement to industrial accident and
14 illness leave has been exhausted, Sick Leave will then be used; if a unit member is receiving workers'
15 compensation salary indemnity, the unit member shall be entitled to use only that portion of accumulated
16 Sick Leave or other available leave which, when added to the workers' compensation award, will provide for
17 a full day's salary. The unit member shall endorse to the District wage loss benefits checks received under
18 the workers' compensation laws of California. The District, in turn, shall issue the unit member appropriate
19 warrants for payment of salary and shall deduct normal retirement and other authorized contributions.
20 Reduction of entitlement to leave shall be made only in accordance with this Section.

21 Section 8 - Jury Duty/Official Appearance Leave

- 22 A. Jury duty and official appearance leave shall be granted for purposes of regularly-called jury duty, appearance
23 as a witness in court other than as a private litigant on non-employment related matters, or to respond to an
24 official order from another government jurisdiction for reasons not brought about through malfeasance of the
25 unit member.
- 26 B. Upon receipt of notification of a jury duty or official appearance obligation to be served during working
27 hours on days of assigned service, the unit member shall inform his/her supervisor and the Human Resources

1 Office immediately.

2 C. The unit member shall transmit to the District Business Office any juror's fees received exclusive of mileage.

3 D. The District shall continue to pay the unit member's regular salary. A unit member who is receiving
4 compensation from the District must report to work during assigned days and hours when not retained for
5 jury duty or when his/her appearance is concluded.

6 Section 9 - Maternity Leave/Adoption Leave

7 A. Unit Member Options Disabilities resulting from pregnancy, childbirth, miscarriage, abortion, and recovery
8 therefrom are considered temporary disabilities and (except when the unit member takes Unpaid Special
9 Leave) will be treated as conditions of illness. Illness leave (sick leave) may be used for such disabilities.
10 However, a pregnant unit member may elect to take a long-term, unpaid Special Leave. Prior to the use of
11 either type of leave, the pregnant unit member shall elect the type of leave preferred and notify the Assistant
12 Superintendent Human Resources in writing. Once made, this choice may be reversed only with the approval
13 of the Assistant Superintendent Human Resources.

14 B. Use of Illness Leave for Maternity

15 1. When such disabilities indicate need for an extended maternity leave, the unit member requesting
16 such leave must furnish in advance a written statement from her physician recommending such leave
17 and indicating the approximate period of confinement, the date the unit member is to begin leave,
18 and the estimated date the unit member is to return to duty.

19 2. In the event of miscarriage, a unit member on maternity leave
20 shall be allowed to return earlier than the expected return date if a suitable vacancy exists. A written
21 request for early return should be submitted to the Human Resources Office with the medical
22 clearance as noted above. Unit member compensation and other benefits and privileges will be
23 extended during maternity leave in the same manner as during illness leave.

24 C. Use of Unpaid Special Leave for Maternity

25 1. Under this option, any pregnant unit member may request a non-paid leave for maternity purposes
26 for a maximum period of one (1) year. Prior to such leave, the unit member shall submit in writing
27 to the Assistant Superintendent Human Resources a statement indicating the beginning and ending

1 dates of the requested leave and shall also submit a physician's statement verifying pregnancy and
2 indicating the unit member's health would not be jeopardized by continuing full employment activity
3 until the date the leave would begin.

4 2. An extension of the Unpaid Special Leave for maternity purposes shall require approval by the
5 Board.

6 3. In the event of miscarriage or premature birth, the unit member may request earlier return to work
7 subject to an existing vacancy. Before actual return to work, a written physician's statement
8 indicating the unit member is able to perform required duties shall be filed in the Human Resources
9 Office.

10 D. Use of Unpaid Leave for Adoption

11 1. Under this option any unit member may request a non-paid leave for adoption purposes for a
12 maximum period of one (1) year. Prior to such leave, the unit member shall submit a written
13 statement to the Human Resources Office indicating the beginning and ending dates of the requested
14 leave.

15 2. An extension of the Unpaid Leave for Adoption purposes shall require approval by the Board.

16 E. Use of Illness Leave for Adoption

17 1. A unit member may use up to thirty (30) days of sick leave when adopting a child. Additional sick
18 leave may be used on the advice of a physician.

19 2. The unit member shall provide a written statement in advance indicating the date of the adoption,
20 the date the unit member is to begin the leave, and the estimated date the unit member is to return
21 to duty.

22 3. Additional unpaid leave may be requested as mentioned in Part D, above.

23 Section 10 - Parental Leave Two (2) days of absence with pay will be granted to a unit member upon the occasion of
24 the birth or adoption of that unit member's child. Additional days may be used under Personal Necessity Leave. The
25 unit member is responsible for notification to the Human Resources Office or principal preceding parental leave
26 whenever possible.

27 Section 11 - Personal Necessity Leave

1 A. A unit member shall be entitled to use ten (10) days of accrued sick leave during each school year in cases
2 of personal necessity. Under no circumstances shall such leave be available primarily for purposes of
3 personal convenience, the extension of a holiday or a vacation period, matters which reasonably can be taken
4 care of outside work hours, or recreational activities. Use of Personal Necessity Leave is subject to the
5 procedures listed below:

6 1. A unit member shall not be required to secure advance permission, but will be responsible for
7 advising his/her immediate supervisor or the Human Resources Office at the earliest possible time
8 for absences caused by any of the following:

9 a. The death of a member of the unit member's immediate family when the number of days
10 of absence exceeds the limit provided under Bereavement Leave.

11 b. An illness of a member of the unit member's immediate family, including pregnancy of
12 unit member's spouse, serious in nature, which under the circumstances the unit member
13 cannot disregard, and which requires the attention of the unit member during his/her
14 assigned work hours.

15 c. An accident involving the unit member's property or the person or property of a member
16 of the unit member's immediate family. Such accident must be serious in nature and require
17 the attention of the unit member during his/her assigned work hours.

18 d. Attendance at funeral services of a close friend.

19 e. Absence required in completing final oral and written examinations for advanced degrees
20 when such examinations are not offered outside of the work day.

21 f. Absence in order to seek alternative employment after receiving a layoff notice. (Note: In
22 the event the notice is rescinded, the unit member shall have the day(s) fully restored.)

23 g. A condition or circumstance that would result in a serious financial loss without the
24 immediate attention of the unit member.

25 h. Other compelling personal reasons of the unit member. The nature of such reasons must
26 include circumstances which the unit member cannot disregard and which require the
27 attention of the unit member during assigned work hours.

1 i. Other personal necessity allowed at the discretion of the Superintendent or his/her
2 designee.

3 j. Examples (a) through (i) are not intended to be all inclusive.

4 2. No specific description of the personal necessity shall be required on the Personal Necessity Leave
5 Request Form unless the District has reason to believe this Section has been abused. Such leave shall
6 not be used for recreational activities, the extension of a holiday or recess period, or matters which
7 can reasonably be taken care of outside work hours. Such leave shall not be used during the first and
8 last five (5) days of each semester. Whenever possible, notification of such leave shall be submitted
9 to the Human Resources officer or his/her designee two (2) workdays in advance of the leave.

10 B. Limitations and Conditions The following limitations and conditions are placed on the use of Personal
11 Necessity Leave.

12 1. The total number of days allowed in one school year for such leaves shall not exceed ten (10) days.

13 2. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick
14 leave to which the unit member is entitled.

15 3. A Personal Necessity Leave shall not be granted during a scheduled vacation or other leave of
16 absence.

17 4. The unit member shall be required to sign, on a form provided, a statement that such absence was
18 or would be attributable to a personal necessity. Such form shall be filled out and filed with the
19 Human Resources Office subject to the direction of the Human Resources officer or his or her
20 designee two work days in advance of the requested leave date when possible. Failure to secure
21 advanced permission may result in the absence being taken without compensation. Further
22 verification may be required for just cause.

23 Section 12 - Professional Growth Leave

24 A. Up to one (1) year's unpaid leave for professional growth or development may be granted to a unit member
25 at the sole discretion of the Superintendent or his/her designee. The decision whether or not to grant such
26 leave shall be final and not subject to the grievance procedure.

27 B. A unit member receiving professional growth leave shall, on return to active status, be assured of an

1 assignment at his/her former site comparable to the one previously held in terms of subject area or grade
2 level. It is recognized, however, that exceptions to such assurances regarding assignment may be necessary
3 when other legal or contractual requirements are present (i.e., effects of layoffs, reassignments, required
4 transfers) or if schoolwide reorganization should occur.

5 Section 13 - Sick Leave

6 A. Accumulation of Sick Leave

7 1. Full-time unit members shall be entitled to one (1) day of sick leave for illness or injury for every
8 nineteen (19) days, or major portion thereof, of assigned service with a minimum allocation of ten
9 (10) days per full work-year. For purposes of interpreting this Section, the following definitions are
10 used:

11 a. "Full-time unit members" refers to those who are employed on an annual contract basis and
12 whose work year, as established by this Agreement, is considered to be a full-time position.

13 b. "Assigned service and full work-year" are defined by the Article entitled "Work Years" in
14 this Agreement.

15 2. Unit members whose compensation is set by the Basic Certificated Salary Schedule and who work
16 less than a full day, less than a five (5) day week, or less than a full work year shall be entitled to
17 sick leave in the ratio which their service bears to full-time service.

18 3. The unit member shall earn sick leave only for days of assigned service.

19 4. Sick Leave is cumulative from year-to-year without limit.

20 5. The Business Office is responsible for maintaining records of sick-leave earnings and use. This
21 office will notify unit members annually by November 15 of their accumulated sick-leave
22 balance.

23 6. Unit members who are employed for Summer School/Extended Year will earn sick leave at a rate
24 of one (1) day per nineteen (19) days of employment. However, no more than two (2) days of sick
25 leave per fiscal year may be earned in this way.

26 B. Use of Sick Leave

27 1. Unit members may use sick leave to visit a medical doctor, dentist, State Licensed Psychologist,

1 State Licensed Marriage, Family, and Child Counselor, Chiropractor, recognized religious
2 practitioner, or optometrist as well as for illness or injury.

3 2. Such appointments made before the close of the workday may be approved in advance by the
4 appropriate administrator or supervisor with no charge against sick leave.

5 3. Unit members may use sick leave as authorized by other leave sections.

6 4. Use of sick leave for unit members will be charged in half-day increments. Any unit member leaving
7 the assignment prior to the completion of one-half of the normal work day will be charged with one
8 (1) full day of sick leave. A unit member leaving after completion of one-half or more of the regular
9 workday will be charged with one-half day of sick leave except as specified in Paragraphs (1) and
10 (2) above.

11 5. The Business Office credits annual sick leave to the unit member's account at the beginning of each
12 fiscal year. The amount of sick leave a unit member may use at any one time is the total amount
13 credited to his/her account whether or not it has already been earned.

14 6. When a unit member terminates employment with the District, he/she shall reimburse the District
15 for any overuse of sick leave. A deduction shall be made from the last pay warrant. If such
16 deduction does not cover the amount due the District, then the unit member shall be required to pay
17 the amount owed.

18 7. Accumulated sick leave may be used during Summer School/Extended Year and shall be charged
19 in full days on a day-for-day basis.

20 C. Confirmation of Illness or Injury The Superintendent or his/her designee may, when in his/her opinion, a unit
21 member's absenteeism rate because of claimed illness or injury affects the learning and welfare of pupils
22 and/or the job performance of the unit member, require such unit member to provide a written statement from
23 a medical doctor verifying the nature and degree of the illness. The District may require that the unit member
24 submit to a physical examination by a qualified medical doctor or dentist to be selected by the unit member
25 and approved by the District. The cost of such examination shall be paid by the District.

26 D. Notification and Verification

27 1. The unit member shall be responsible for notification to the Human Resources Office or Principal

1 preceding illness or injury-related absence whenever possible.

2 2. When a unit member becomes aware that an absence will extend beyond ten (10) consecutive
3 workdays, the unit member shall notify his/her administrator or supervisor.

4 3. On the day preceding the unit member's return from an illness or
5 injury absence, the unit member shall notify his/her immediate supervisor or the Human Resources
6 Office by the end of his/her substitute's regular workday. However, substitutes shall be released
7 routinely on Friday unless the Human Resources Office or the immediate supervisor has been
8 notified to the contrary. Failure to provide such notification may result in retention of the substitute
9 and loss of an additional day of sick leave.

10 4. At the conclusion of an extended absence exceeding ten (10) consecutive workdays and before
11 resuming work, the unit member must submit to the Human Resources Office a written statement
12 from a medical doctor, dentist, State Licensed Marriage, Family, and Child Counselor, chiropractor,
13 recognized religious practitioner, or optometrist which indicates that the unit member is able to
14 assume the full responsibilities and duties of his/her assigned position. Although it is the unit
15 member's responsibility to provide a written statement prior to return from an extended absence, the
16 Human Resources Office or appropriate supervisor shall attempt to notify the unit member of the
17 requirement on or before the tenth day of absence.

18 E. Extended Benefits After the unit member's total accumulation of earned sick leave as set forth above is
19 exhausted, additional non-accumulative leave shall be available for a period not to exceed five (5) school
20 months. The amount deducted from the unit member's salary shall be the amount actually paid a substitute
21 employee to fill the position during the leave or, if no substitute is employed, the amount which would have
22 been paid to a substitute. The five-month period shall begin on the day after the expiration of the unit
23 member's total amount of accumulated sick leave.

24 Section 14 - Special Leave

25 A. When a leave request does not fall within the definition of any other leave provision, it shall be considered a
26 request for Special Leave.

27 B. Special Leave may be granted at the discretion of the Superintendent or his/her designee(s). Each request

1 for Special Leave must be submitted on a form provided by the District in sufficient time to permit it to be
2 approved or disapproved in advance. In extremely unusual and unavoidable circumstances when the unit
3 member cannot obtain such written approval in advance, the unit member may make such requests verbally
4 or retroactively.

- 5 C. Special Leave may be approved without pay, with use of sick leave, or with pay less what a substitute would
6 cost.

7 Section 15 - Unpaid Disability Leave

- 8 A. Unit members receiving a disability allowance from the State Teachers' Retirement System shall be placed
9 on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine
10 (39) month period, the unit member's employment rights will end.

- 11 B. If, during the thirty-nine (39) month period, the STRS determines that the disability no longer exists, the unit
12 member will be returned to regular status upon request as soon as a vacancy for which he/she is qualified
13 exists but no later than the beginning of the next school year.

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ARTICLE XII

TRANSFER AND REASSIGNMENT

Section 1 - Definitions

- A. A transfer is a change of work location between schools or other education facilities.
- B. A voluntary transfer is one in which the transfer proceedings are initiated by the unit member.
- C. An involuntary transfer is one in which the transfer proceedings are not initiated by the unit member.
- D. A reassignment is a change of department(s) (secondary, 7-12) or grade level(s) (elementary, K-6) at a work site.
- E. A program change is a substantial change of categorical or special education funding at the work site.

Section 2 - Vacancy Announcement

- A. The Assistant Superintendent Human Resources shall publish a list of anticipated vacancies as they become known. Such lists shall be posted on the Association bulletin board at each school and mailed to the Association. As additional information becomes available, the lists shall be updated. Unit members who desire a change in work location between schools may keep an active written request for transfer with the District's Human Resources Office as well as the Association. As vacancies are posted and sent to the Association, the Association may, in turn, notify its interested members of such vacancies. During the summer recess, such notices shall be mailed to a unit member upon written request. Vacancy lists may not reflect accurately all vacancies which may occur because of such variables as subject matter or grade-level change within a school or changing budget and staff formulae conditions.
- B. Notices of vacancies shall be posted for at least five (5) days on the Association bulletin board in each school before a selection is made.
- C. Vacancies may not necessarily be posted if caused by any of the following:
 - 1. Unexpected enrollment increases from the opening day of school to October 1.
 - 2. Subsequent vacancies caused by transfers during the school year.
- D. All appropriate transfer requests shall be considered prior to filling a vacant position.

Section 3 - Transfer Request

- 1 A. The transfer request may be submitted at any time. In addition, the District shall include with the yearly
2 Offer and Notice of Reemployment notification of the right to request transfer, the purpose of such
3 notification, and the procedure to be followed.
- 4 B. Any request for a transfer must be submitted in writing to the Human Resources Office. The request must
5 be dated, must describe the transfer requested, and must be signed. In general, it is more likely that a transfer
6 request can be honored where latitudes for transfer are broad. Transfer requests may specify a limited period
7 during which the request shall be active, but no such request shall be maintained in an active status longer
8 than one (1) year from the date received. The Assistant Superintendent Human Resources shall acknowledge
9 receipt of any transfer request within one (1) week.
- 10 C. The transfer request may be in response to a listed vacancy or may be a request for consideration for a transfer
11 should a position become available. If the voluntary transfer for a specific vacancy request is denied, the unit
12 member shall be provided with the reasons for the denial in writing. A unit member requesting a transfer
13 shall not be transferred without concurrence to an assignment other than the one requested. If the specific
14 requested transfer is not made, the unit member shall not be singled out for an involuntary transfer but shall
15 be considered equally with other unit members for involuntary transfer.

16 Section 4 - Voluntary Transfers

- 17 A. Voluntary requests for transfer to fill a specific vacancy shall be considered on the basis of the following
18 criteria in the order listed:
- 19 1. Credentials required to perform the assigned duties.
 - 20 2. Highest District seniority.
- 21 B. Copies of the unit member's transfer request, transfer notice, and inactive reports shall be sent to the unit
22 member.

23 Section 5 - Involuntary Transfer Necessitated by Changes in School(s) Enrollment or Program Change

- 24 A. No unit member shall be involuntarily transferred to fill a vacancy if there is a qualified volunteer for the
25 available position.
- 26 B. Involuntary Transfers Necessitated by Changes in School(s) Enrollment or Program Change shall be made
27 in accordance with the following criteria in the order listed and shall be excluded from the conference and

1 documentation process:

2 1. Credential required for the assigned position.

3 2. Least District seniority. If seniority is equal the Assistant Superintendent Human Resources_or
4 his/her designee shall determine which of the unit members with equal seniority shall be transferred.
5 Unit member(s) assigned to bilingual or special education, may be excluded from this provision if,
6 in the judgment of the Assistant Superintendent Human Resources, it is in the best interest of the
7 respective programs for the unit member(s) to remain in the current assignment(s).

8 C. A unit member who has been involuntarily transferred as a result of a change in the number of grade levels
9 at a school shall be given priority according to District seniority when a specific vacancy occurs in an
10 assignment in which he/she had successful previous teaching experience at the original school. Notices of
11 such vacancies will be transmitted to the unit members as they occur. If the unit member decides not to
12 return, he/she will waive any further rights under this Section.

13 D. Before making an involuntary transfer as outlined in this Section, the Assistant Superintendent Human
14 Resources shall, if requested, meet with the unit member to discuss the reasons for the transfer and the rights
15 and responsibilities of the transferee. The unit member may bring an Association representative to this
16 meeting if he/she desires.

17 Section 6 - Administrative Transfers

18 A. Administrative Transfers may be made with good and sufficient reason.

19 B. Administrative transfers shall not be punitive or disciplinary in nature. They shall be based on the legitimate,
20 educationally-related needs of the students.

21 C. Once administratively transferred, a unit member shall not be considered for such transfer again for three (3)
22 years.

23 D. An administrative transfer shall not result in the loss of compensation or seniority.

24 E. Administrative transfers shall not result in the involuntary transfer of another unit member.

25 F. An administrative transfer shall not be made by the Assistant Superintendent Human Resources until a
26 conference has been held with the unit member and administrative personnel familiar with the situation. Unit
27 members may, however, waive their right to such a conference. In any and all such conferences, the unit

1 member may be represented by any person or persons of the unit member's choosing. The conference shall
2 include the administrator recommending the transfer. Prior to the conference, the Assistant Superintendent
3 Human Resources shall identify that administrator recommending the transfer, and the unit member shall be
4 advised in writing by the administrator of the reason for the recommendation and the values to be achieved.
5 The unit member being considered for administrative transfer shall have three (3) working days after receipt
6 of the written reason for the transfer or the conference, or waiver of said conference, whichever is last, to
7 react in writing. Any reaction shall be considered before the transfer is made. The Assistant Superintendent
8 Human Resources shall also confer with the unit member's current administrator and the potential
9 administrator if either or both are not included in the conference with the unit member.

- 10 G. Four (4) records related to transfer shall be maintained. First, a record of the review conference prior to an
11 administrative transfer shall be made by the administrator or administrative personnel present immediately
12 after any conference which results in such a transfer. The second record shall be the reason for the
13 administrative transfer and the values to be achieved. The third record shall be the written notice of transfer
14 made by the Human Resources office with copies sent to the unit member's current administrator, new
15 administrator, and the Association. The fourth record shall be an informal letter to any unit member when
16 his/her written transfer request has become inactive without resulting in a transfer.

17 Section 7 - Reassignment

- 18 A. Whenever practical, voluntary reassignment will be granted.
- 19 B. Reassignment shall not be punitive or disciplinary in nature. It shall be based on the legitimate, educationally-
20 related needs of students.
- 21 C. Teachers assigned to elementary combination classes or GATE cluster classes shall be given priority in
22 reassignment to regular classes in the succeeding year if such a reassignment is requested in writing. Of the
23 two, combination classes will be given first priority. Preference shall be given to those teachers who have
24 the longest continuous service in those classes at the site.
- 25 D. Before making an involuntary reassignment, the supervising administrator shall, if requested, meet with the
26 unit member to discuss the reasons for the reassignment and the rights and responsibilities of the unit member.
27 The unit member may bring an Association representative to this meeting if he/she desires.

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Section 8 - Assistance to the Unit Member

- A. Pre-packaged personal materials and teaching aids shall be moved to a transferred unit member's new work location by the maintenance and operations or warehouse personnel, if requested.
- B. When a transfer is made during the school year, the unit member shall receive a minimum of three (3) days of release time on campus before commencement of the new assignment.
- C. Any classroom teacher whose room assignment is changed shall, on request, receive two (2) days of release time on campus to prepare accordingly. Any classroom teacher who is asked to pack items due to a facility modification shall, on request, receive one day of release time on campus to prepare accordingly.

Section 9 - Additional Negotiation

The parties agree to meet and negotiate an ad hoc procedure to be used for transfers of unit members to any new middle school or comprehensive high school which is staffed during the term of this Agreement. If the parties are unable to reach an agreement and achieve ratification by six (6) months prior to the opening of the new school, the transfers will be made according to provisions of the current Agreement.

Section 10 - Psychologist, Nurse, and Speech and Language Pathologist Transfers

A. Planning

- 1. As soon as practical but not later than May 1, the Director of Special Education shall distribute a list of all anticipated assignment locations for the coming school year to each psychologist, nurse, and Speech and Language Pathologist.
- 2. A conscientious effort shall be made to make the workloads of assignments equitable. Criteria such as the number of students at the site(s); the number of sites assigned to a unit member and their proximity; and the number of special education and limited English proficient students at the site(s); and the requirements of supplemental categorical projects shall be considered.
- 3. Prior to the end of the school year, a meeting with each group shall be held with members of each respective group invited. Comments on the implications or ramifications of any anticipated changes except those of a personal nature that may or will occur shall be made during these meetings. The Association shall be notified by the Director of Special Education of the meetings in sufficient time

1 to send a representative if it so chooses. No efforts of any kind shall be made in these meetings by
2 anyone to encourage, entice or compel a unit member to request a voluntary transfer.

3 **B. Procedure**

4 1. Prior to the assignment of any new or additional psychologist, nurse, or Speech and Language
5 Pathologist, the Director of Special Education shall obtain a list of any applicable written voluntary
6 transfer requests received in the Human Resources office. It is assumed that those who have not
7 requested a transfer prefer to remain at their present site(s).

8 2. Voluntary transfer requests by two (2) or more nurses, psychologists, or Speech and Language
9 Pathologists that would result in a direct exchange of work sites with another of the same respective
10 group shall be granted unless such exchange shall result in a cost to the District or another unit
11 member would be involuntarily transferred as a result. In such cases, the transfer may be denied.
12 Cost would occur if the supplemental/categorical funds used to pay for the services of the
13 voluntarily-transferred, arriving unit member are not available to pay for the same amount of service
14 provided by the leaving unit member. The District may, if it feels such transfer(s) would be
15 impractical to implement, call for a review of the proposed action prior to implementation. The
16 review will be made by the Assistant Superintendent Human Resources or designee, the Association
17 President or designee, and representative of the unit member(s). Support of the majority shall be
18 required for implementation.

19 3. Other voluntary requests and administrative transfers shall be treated in accordance with Sections 4
20 and 6 of this Article respectively.

21 4. Involuntary transfers shall only occur as a result of enrollment changes, program changes or as an
22 attempt to equalize workloads and shall be treated in accordance with Section 5 of this Article.

23 5. Any nurse, psychologist, or speech and language pathologist shall have the right to meet with the
24 Assistant Superintendent Human Resources, the Director of Special Education, and an Association
25 representative prior to the implementation of his/her involuntary transfer to discuss the situation and
26 possible alternatives which may include a voluntary transfer described in paragraph 2 above.

27 **C. Time Considerations**

- 1 1. The Director of Special Education shall notify the Assistant Superintendent Human Resources in
2 writing if he/she feels a voluntary transfer can be granted or if an involuntary transfer is necessary.
3 This shall be done prior to contacting or notifying any unit member who may be impacted by such
4 a transfer. Notification to transferees shall be made in writing from the Human Resources office.
5 Sufficient time shall be provided for completion of current responsibilities prior to implementing
6 the transfer.
- 7 2. Psychologists, nurses, and Speech and Language Pathologists transferred during their work year
8 shall receive one (1) day of released time on the site(s) with no scheduled activities for each site
9 involved in the transfer.
- 10 3. Nurses, psychologists, and Speech and Language Pathologists assigned to more than one (1) site
11 may, by agreement with the Assistant Superintendent Education Services, temporarily alter their
12 schedule in order to meet increased needs/responsibilities at a specific assigned site that they serve.
- 13 D. Prior to the transfer or reassignment of a unit member covered by this section during his/her work year, the
14 unit member shall have the right to meet as described in subsection B, paragraph 5 to discuss the situation
15 and possible alternatives.

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ARTICLE XIII

WORK YEARS

Section 1 - Assigned Work Years All unit members are assigned work years in relation to the school calendar(s), as follows:

A. Basic Work Year The Basic Work Year is the number of work days in the work year for continuing teachers, nurses, Resource Specialists, and Speech and Language Pathologists. The Basic Work Year shall be 184 work days. The Association has the right to meet and confer on the development of the school calendar. If the school calendar has not been established by February 1st, the District reserves the right to implement a school calendar for the forthcoming year.

B. Description Work days for positions listed below exclude Saturdays, Sundays, legal and local holidays, Thanksgiving recess, Winter recess and Spring recess:

<u>Job Title</u>	<u>Work Year</u>
Classroom Teacher	Basic Work Year
Nurse	Basic Work Year
Speech and Language Pathologist	Basic Work Year
Special Education Teacher	Basic Work Year
Nurse (Coordinator)	Basic Work Year Plus 5 Days
Librarian	Basic Work Year Plus 5 Days
Mental Health Counselor	Basic Work Year Plus 5 Days
Psychologist	Basic Work Year Plus 5 Days
Behavior Specialist	Basic Work Year Plus 5 Days
Teacher on Special Assignment	Basic Work Year Plus 5 Days
Counselor	Basic Work Year Plus 10 Days
Program Specialist	Basic Work Year Plus 10 Days
Guidance Coordinator	Basic Work Year Plus 20 Days
Adult Education Teacher	As assigned

1 C. Special Work days for positions listed below may include Saturdays, Sundays, legal and local holidays,
2 Thanksgiving recess, Winter recess, and Spring recess by mutual agreement:

3 <u>Job Title</u>	<u>Work Year</u>
4 Teacher (Community Day School)	Basic Work Year Plus 25 Days
5 Teacher (Lead Independent Study/Adult Ed.)	Basic Work Year Plus 30 Days
6 Teacher (Lead Work Experience)	Basic Work Year Plus 41 Days
7 Teacher (Five Period Agriculture)	Basic Work Year Plus 41 Days

8 Section 2 - Additional Work Days Additional compensated days may be worked by mutual consent of the unit member
9 and the Superintendent or his/her designee.

10 Section 3 - Elementary Parent Conferencing Time The school calendar will include two (2) conference days for
11 elementary teachers with students not in attendance or with a substitute provided to meet and discuss student progress
12 with parents. Elementary teachers shall be excused temporarily from regular duty hours on these days as provided in
13 Article VII, Hours of Duty, Section 2, A.

14 Section 4 - Middle and High School Planning Day One (1) day shall be scheduled after the end of the first semester
15 with no students in attendance for conferences, planning, or visitation.

16 Section 5 - Certain New Unit Members The work year for a teacher, nurse, Resource Specialist, or Speech and
17 Language Pathologist who is new to the District shall be the Basic Work Year plus one (1) day.

18 Section 6 - State Incentives for Longer Work Year The Basic Work Year includes five (5) additional instructional
19 days that are funded with state incentive funds as provided in [Education Code Sections 46200 – 46201](#). The Basic
20 Certificated Salary Schedule has been increased 2.8% to compensate for these additional days. Continuation of the
21 additional instructional work days and the corresponding salaries is conditioned on the District continuing to qualify
22 for and receive all such incentive funds.

23 Section 7 - Part-Time Work

24 A. Any unit member may request a part-time assignment. Some assignments may be shared with another unit
25 member; others may not.

26 B. The request for a part-time assignment must be provided to the Human Resources Office in writing and
27 specify the assignment desired. The request may be made at any time. However, the period between January

- 1 1 and March 15 is preferable.
- 2 C. It is not the responsibility of the requesting unit member to find another unit member to share an assignment.
- 3 However, if he/she is aware of a potential candidate, he/she may inform the Human Resources office
- 4 regarding that candidate.
- 5 D. The unit member shall receive written notification when the request is approved. Until the unit member
- 6 accepts the part-time assignment in writing, his/her status shall be unchanged.
- 7 E. A part-time unit member shall receive health and welfare benefits as stated in the Health and Welfare Article.
- 8 F. A part-time unit member shall be paid and shall advance on the salary schedule as specified in the Basic
- 9 Compensation Article.
- 10 G. A part-time unit member's seniority day shall not be affected by his/her part-time status.
- 11 H. A part-time unit member shall be allowed to return to full-time status as provided in the Basic
- 12 Compensation Article.

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ARTICLE XIV

BASIC COMPENSATION

Section 1 - Basic Certificated Salary Schedules (100 or 101) The basic salary of all unit members shall be determined by the "Basic Certificated Salary Schedules" (100 or 101).

A. Application of Salary Schedules

1. Definition of Terms

- a. "Degree" refers to earned degrees in education or a public school subject.
- b. "Unit" refers to semester units from an accredited college or university.
- c. "Bachelor's Degree" means any earned Bachelor of Science or Bachelor of Arts degree or equivalent from an accredited institution.
- d. "Master's Degree" means any earned Master of Science or Master of Arts degree or equivalent from an accredited institution.
- e. "Doctoral Degree" means any earned Doctor of Philosophy or Doctor of Education degree or equivalent from an accredited institution.
- f. "Accredited Institution" means an institution listed as accredited by the appropriate regional accrediting commission in the most recent issue of the "Accredited Institutions of Postsecondary Education" published by the Council for Higher Education Accreditation.
- g. "Semester Unit" means one semester hour of upper division or graduate-level work from an accredited institution. All column headings indicate requirements in semester units. Transcripts indicating quarter-hour credit will be evaluated in semester-hour equivalents with one (1) quarter hour equaling 2/3 semester hours.
- h. "Upper Division Courses" are those certified by an accredited institution as junior or senior level. Any graduate class would be considered equal to or superior to upper division.
- i. "Prior Teaching Experience" - a year of prior teaching experience for credit must equal seventy-five percent (75%) of the minimum 175-day teaching year required by California law. Full-time teaching in Grades K-12 or Special Education Programs in public school or

1 in fully-accredited private school while holding a valid teaching credential will be
2 accepted.

3 j. "Transcript" is a documentary record of completed work certified by notarized signature
4 or institutional seal and received by direct mail in the Human Resources Office from an
5 accredited institution.

6 k. "Training Beyond Bachelor's Degree" - creditable training beyond the Bachelor's Degree
7 shall include only those courses certified by the institution.

8 l. "8.0 Vocational Credential" - In recognition of the value of the 8.0 Vocational Credential,
9 a unit member who holds the credential but not the Bachelor's Degree shall be placed on
10 the Basic Certificated Salary Schedule as if holding the Bachelor's Degree. A unit member
11 who holds both the credential and the Bachelor's Degree shall be placed on the Basic
12 Certificated Salary Schedule as if holding the Master's Degree.

13 m. "Part-time Employee" - a unit member whose annual employment agreement is for less
14 than a full day's service or for less than a full work year shall be defined as a part-time
15 employee. A part-time unit member shall earn compensation in the same proportion as
16 his/her work agreement is to a full-time work year. A part-time unit member, other than
17 one participating in the Reduced Workload Program, who has earned tenure as a full-time
18 unit member and who has not been on part-time status longer than three years, shall be
19 allowed to return to full-time status at the beginning of the next school year if written
20 notification of such intent is given to the District no later than February 15. In the spring
21 Offer and Notice of Reemployment, the District will include notice of the possibility of
22 part-term employment.

23 2. Initial Placement

24 a. Initial salary placement for the school year shall be made by the tenth working day after
25 the unit member's start date by the Assistant Superintendent Human Resources and based
26 upon documentary evidence which has been received on or before the tenth working day
27 after the unit member's start date. It is the responsibility of each unit member to ensure

1 that verification of prior employment or transcript of training has been received in the
2 Human Resources Office prior to the tenth working day after the unit member's start date.
3 In the event official transcripts are not available prior to the tenth working day after the
4 unit member's start date, a grade card or a written, signed statement from the course
5 instructor shall be accepted; however, official transcripts of coursework must be in the
6 Human Resources Office no later than the thirtieth working day after the unit member's
7 start date.

8 b. Unit members initially employed by the District on or after July 1, 1989 shall be given
9 credit for each year prior full-time teaching experience in a public school up to a maximum
10 of twelve (12) years. This credit is granted pursuant to [Government Code Section 3543.2](#)
11 and [Education Code Section 45028\(b\)](#) and is intended to apply only to newly-hired unit
12 members for purposes of initial placement on the salary schedule.

13 c. Only units earned after receipt of the Bachelor's Degree will normally be used in salary
14 placement. This may include work taken prior to completion of the Bachelor's Degree but
15 only that work taken in the last semester or summer prior to receiving the degree and
16 certified on the official institution transcript as graduate degree credit beyond Bachelor's
17 Degree requirements shall be acceptable
18 for graduate credit.

19 3. Column Advancement

20 a. There shall be no limit on horizontal movement. The unit member shall be moved to the
21 column for which his/her educational advancement qualified him/her.

22 b. Educational training taken for advancement must be from an accredited college or
23 university. Units or hours must be of the upper division or graduate level, unless a specific
24 lower division course is required to meet a credential requirement, is a prerequisite for
25 necessary advanced coursework, or is a course needed to improve the instructional level of
26 the unit member. Such a lower division course will not be accepted for column
27 advancement credit unless the unit member has received written approval prior to

1 enrollment in the course from the Assistant Superintendent Human Resources. Approval
2 will be for specific units and can in no way be deemed general approval for a particular
3 type of course or any series of courses. One-third (1/3) of the total units between columns
4 can be inservice credits. The District may pay the fees or tuition for such courses or
5 inservice activities without jeopardizing the use of such courses or inservice activities for
6 column advancement purposes.

7 c. A unit member who qualifies for a salary increase based on column advancement shall be
8 paid the increased salary not later than three regular pay periods or three months,
9 whichever is longer, after the unit member files proper documentation (such as official
10 transcripts or official grade reports). A letter from the institute of higher education on
11 official letterhead verifying course completion will also be temporarily accepted pending
12 unit member submission of official transcripts or grade reports.

13 d. Salary increases earned as a result of column advancement shall be made effective at the
14 beginning of the pay period immediately following the receipt of proper documentation in
15 the Human Resources Office.

16 e. Education training shall be evaluated in semester units.

17 4. Experience Credit for Step Increment Advancement

18 a. After initial placement, only one (1) increment step per year may be credited for
19 advancement on the salary schedule. A minimum of 132 days (seventy-five percent of the
20 State-required 175 days) must have been rendered as actual service, exclusive of unpaid
21 leave, to qualify for such advancement.

22 b. A unit member shall advance one (1) increment step per year in compliance with the Basic
23 Certificated Salary Schedules. However, unit members who have advanced to the
24 maximum step of a given column on either of the Basic Certificated Salary Schedules shall
25 not lose experience credit advancement as a result of a delay in qualifying for column
26 advancement.

27 c. When a part-time employee obtains or returns to full-time employment, time worked in the

1 part-time assignment shall be totaled, and the unit member shall be placed on the
2 appropriate salary step. For purposes of this calculation, any fractional year remaining
3 must total 132 full-time equivalent days (seventy-five percent of the State-required 175
4 days) or more to be credited.

5 Section 2 - Longevity Increment A unit member who has completed twenty (20) years of full-time regular certificated
6 employment in the District shall receive a salary allowance each subsequent year in addition to his/her placement on
7 either of the Basic Certificated Salary Schedules. The amount of the longevity increment shall be determined by years
8 of full-time regular certificated employment in the District and a percentage of the amount in Column G, Step 13 of
9 Basic Certificated Salary Schedule 101. Effective July 1, 2015, a unit member who has completed sixteen (16) years
10 of full-time regular certificated employment in the District shall receive an annual salary allowance equal to two point
11 twenty-one percent (2.21%) of Column G, Step 13. Effective February 1, 2007, after twenty (20) years, the annual
12 salary allowance shall be equal to four and one-half percent (4.5%) of Column G, Step 13. This percentage shall
13 change to six and one-quarter percent (6.25%) of G-13 for unit members who have completed twenty-four (24) years,
14 and to nine and one-half (9.5%) of G-13 for unit members who have completed twenty-eight (28) years.

15 A. Unit members who initially received credit for experience outside the District shall be able to count up to
16 five (5) years of said experience toward the longevity increment. This five (5) year credit benefit applies
17 only to unit members whose first day of paid service as a unit member was prior to July 1, 1990.

18 Section 3 - Ratios (Schedule II) The ratios listed as Responsibility/Qualification Ratios are applied to placement on
19 the Basic Certificated Salary Schedule 100 to determine annual base pay for the basic work year for each unit member
20 in each position. (The basic work year is the year for the Teacher, Nurse, Speech and Language Pathologist, and
21 Resource Specialist.) Annual pay is then extended proportionately for longer work years, if any, as shown on the
22 Work Year Schedule.

23 Section 4 - New Job Classifications If a new job classification is established, the District shall negotiate with the
24 Association concerning the appropriate salary for the classification. If possible, said negotiations shall take place prior
25 to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary
26 subsequently agreed upon shall be retroactive to the first day the position was filled.

27 Section 5 - Doctoral Stipend Unit members with an earned Doctorate degree shall receive an additional yearly stipend

1 of four percent (4%) of the amount in Column G, Step 13 of Basic Certificated Salary Schedule 101.

2 Section 6 – English Learner Assessment and Instruction

3 A. A full-time Speech and Language Pathologist or Psychologist whose assignment, as determined by the
4 District, requires that fifty percent (50%) or more of his/her standardized student assessments be conducted
5 in Spanish shall receive an annual stipend of \$1000. A part-time assignment shall be appropriately prorated.

6 B. Planning and Progress Documentation

7 1. Elementary teachers who are assigned twelve (12) or more designated English learners shall be
8 provided one (1) day of release time to complete required planning and/or student progress
9 documentation. Elementary teachers who are assigned eight (8) or more such students will be
10 provided with one-half (1/2) day of release time. Such release time shall be conducted during
11 normal working hours at the unit member's work site.

12 2. Secondary ELD/English teachers who are assigned sixty (60) or more designated English learners
13 shall be provided one (1) day of release time to complete required planning and/or student progress
14 documentation. Secondary teachers who are assigned forty (40) or more designated English learners
15 shall be provided one-half (1/2) day of release time. Such release time shall be conducted during
16 normal working hours at the unit member's work site.

17 Section 7 - Mandatory Staff Development Day

18 A. A mandatory District staff development day for all unit members shall be scheduled by the District on one
19 (1) of the two (2) teacher orientation days prior to the start of the first semester.

20 B. Funding actually received by the District from the State for such a mandatory staff development day, less
21 reasonable administrative costs, shall be used to augment the Basic Certificated Salary Schedule effective
22 January 1, 2000. The formula for increasing the salary schedule shall be as follows:

23 1. Determine the amount of the staff development allowance authorized by the State Legislature and
24 received by the District.

25 2. Deduct 5% for administrative costs from the amount received by
26 the District.

27 3. Divide the remaining dollar amount by the cost of a 1% salary schedule increase, including fixed

1 costs.

2 4. The resultant percentage shall be added to the Basic Certificated Salary Schedule retroactive to each
3 year.

4 C. This salary schedule increase shall continue unless the State allowance is reduced or discontinued. If so, the
5 salary schedule increase shall be reduced or discontinued accordingly. If the salary schedule is reduced or
6 discontinued, the limitations on Pre-Student Inservice Days that were included in the 1995-1998 Agreement
7 (Article XIII, Section 7) shall be reinstated.

8 D. The remaining state-funded Staff Development Days shall, if offered by the District, be scheduled as
9 voluntary days outside the work year or work day and paid at a rate of three hundred dollars (\$300) per
10 complete day (7 hours 15 minutes, including lunch). Participation or non-participation in a voluntary staff
11 development day shall not have an adverse effect on the unit member's evaluation.

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2 Schedule II

RESPONSIBILITY/QUALIFICATION RATIOS

Nurse	1.03
Teacher on Special Assignment	1.03
Counselor (Middle School)	1.04
Counselor (High School)	1.07
Nurse Coordinator	1.07
Speech and Language Pathologist	1.07
Guidance Coordinator	1.10
Mental Health Counselor	1.10
Behavior Specialist	1.13
Program Specialist	1.13
Psychologist	1.13

1 ARTICLE XV

2 EXTRA COMPENSATION ASSIGNMENTS

3 Section 1 - Compensation Formulas and Criteria Extra compensation for extra duties shall be paid in accordance with
4 the extra-compensation formulas and criteria in this Article.

5 Section 2 - Method of Payment

6 A. Annual or seasonal extra-compensation assignments shall be paid as part of the unit member's regular pay
7 warrant upon completion of the assignment.

8 B. Hourly extra-compensation assignments shall be paid as part of the unit member's regular pay warrant for
9 that pay period.

10 Section 3 - Voluntary Assignments All extra-compensation assignments other than assigned period and/or partial-day
11 substitution shall be voluntary.

12 Section 4 - Computation of Extra Compensation Amounts

13 A. The amount paid for extra-compensation assignments shall be determined by multiplying the percentage
14 listed on Schedule III or Schedule IV by the amount of Step 1, Column "B" on the Basic Certificated Salary
15 Schedule 101. For the annual and seasonal amounts, the result shall be rounded up to the nearest five dollars
16 (\$5.00). For the daily amount, the result shall be rounded up to the nearest ten cents (\$0.10). For the hourly
17 amount, the result shall be rounded up to the nearest five cents (\$0.05).

18 B. Prior to implementation of a negotiated change in any factor of the above formula, a designated representative
19 of each Party shall meet and calculate successor amounts and transmit the calculation to the Association, the
20 Human Resources, and the Business Office.

21 Section 5 - Summer School Work Day and Compensation

22 A. The basic daily Summer School minimum work day shall be four hours
23 and thirty-six minutes or 4.6 hours, which shall include two hundred forty (240) minutes of instruction.

24 B. The Summer School Hourly Rate is calculated by multiplying Step 1, Column "B" on the Basic Certificated
25 Salary Schedule 101 by the percent factor (0.1243%) indicated on Schedule IV. This calculation is based
26 upon the basic work-day conditions described in A.

1 C. In order to meet specific program needs and holiday schedules, the basic work-day hours and the number of
2 instructional minutes per day may be adjusted by the District following written notification from the Assistant
3 Superintendent Education Services to the Association. The Summer School Hourly Rate that year for those
4 specifically affected programs will be modified to reflect the compensation guidelines under the Summer
5 School/Extended Year Rate in Schedule IV.

6 Section 6 - CIF Competition A coach shall receive a weekly stipend equal to ten percent (10%) of his/her seasonal
7 coaching compensation for each week of CIF playoff competition involving his/her team. The site principal, after
8 consultation with the coach, shall designate the number of assistant coaches, if any, who are eligible for the stipend.

9 Section 7 - Assignments

10 A. Each athletic team that represents a comprehensive high school in CIF competition shall have at least one (1)
11 compensated coach.

12 B. The District may only hire non-unit member coaches (walk-ons), pursuant to [Education Code Section](#)
13 [44919\(b\)](#), when no unit member applicant is qualified as determined by District criteria established pursuant
14 to [Education Code Section 35179.7](#).

15 C. In selecting a person to fill a vacant hourly, Summer School, Adult Education, or other extra compensation
16 assignment listed on Schedule III, parts B or C, a unit member applicant who is qualified, as determined by
17 District criteria established for the assignment at the job site, shall be chosen before a non-unit member. It
18 is assumed that unless a special situation exists, certain extra-compensation assignments that are logical
19 extensions of a specific unit member's teaching assignment, such as Instrumental Music Coordinator, shall
20 be filled by that unit member.

21 D. Prior to the principal naming a department head, grade-level leader, or K-6 special education leader, the
22 department or group members will have the opportunity to come to agreement and submit a candidate to
23 the principal using the following process:

- 24 1. The principal shall announce the vacancy to the department or group and will accept nominations
25 for the assignment.
- 26 2. The department or group shall, in a timely manner, submit its candidate(s) for the vacancy.
- 27 3. The method by which the department or group comes to agreement shall be determined by the

1 department or group. Such methods may include election, consensus, or acclamation. If there is no
2 clear agreement, a list of candidates will be submitted to the principal.

3 4. If, after a candidate has been selected, the principal or a majority of the department or group so
4 requests, a vacancy shall be announced for the following year.

5 5. Each department head, grade-level leader, or K-6 special education leader assignment shall be
6 determined at least once every three (3) years. At least one-fourth (1/4) of the department head
7 positions at each site shall be subject to these provisions annually.

8 Section 8 - Adult Education Notification and Preparation Time

9 A. Notification of selection to an Adult Education assignment shall be in writing and shall include the location
10 of the assignment and the subject to be taught.

11 B. Unit members who teach Adult Education classes for two hundred fifty (250) minutes or more per day shall
12 receive one (1) additional hour of paid preparation time per day.

13 Section 9 - Anticipated Vacancies

14 A. No later than thirty (30) days prior to the end of the school year, the District shall post a list of anticipated
15 extra-compensation assignment vacancies for the following school year. This list shall be updated by the
16 thirtieth (30th) day of the school year.

17 B. Anticipated Adult Education vacancies shall be posted on every Association bulletin board when practical.

18 C. Seasonal comprehensive high school coaching position vacancies shall be posted district-wide by school
19 administration prior to a selection being made. The posting requirement may be waived if the position
20 becomes vacant within three (3) weeks of the commencement of the season of the sport involved, or after the
21 season begins. In such cases, the position shall be posted the following year, and the incumbent coach must
22 apply, along with other applicants, if he/she desires to continue in the position.

23 D. Site-level compensation opportunities will be flown each year at each school site prior to assigning the
24 position. The Parties acknowledge that the principal/district retains the discretion to offer these opportunities
25 to the most qualified unit member and at times a unit member may have more than one (1) extra compensation
26 assignment. The principal will assign these opportunities in an equitable manner to qualified unit members.

27 Section 10 - Additional Preparation Periods Additional preparation periods scheduled as a result of extra compensation

1 assignments shall not be used for the calculation of class sizes in any calculation formulas in the Class Size Article
2 (e.g., if five (5) unit members are assigned one (1) additional preparation period each, then they shall be counted as
3 four (4) unit members for purposes of calculating class size average).

4 Section 11 - Summer Session Staffing Staffing for summer school Programs will be made under the provisions that
5 follow. Anticipated vacancies for summer school positions will be announced to unit members by a posting at each
6 school site. Reasonable efforts will be made to match applicants to vacancies to which they are qualified. Each
7 applicant will receive equal consideration for each position to which he/she has applied based on the applicant's
8 credential(s) and relevant experiences. In the event that the number of applicants exceeds the number of anticipated
9 vacancies, the following selection process will be used: Unit members who apply for state- reimbursed summer school
10 positions including regular education, special education, proficiency, and independent study programs will be selected
11 by use of a point system based upon the criteria and procedures indicated below. Non-unit member applicants will
12 only be considered in the absence of qualified unit member applicants willing to teach the specific course being
13 offered.

14 A. Credential/Permit/Authorization An applicant must possess a valid, appropriately-registered
15 credential/permit or must currently be teaching under an authorization that allows him/her to teach the
16 specific course for which he/she has applied.

17 B. Criteria The selection of unit members for summer school employment will be based upon the following
18 conditions:

19 1. Recent Teaching Experience Within the District One (1) point will be awarded to each applicant
20 who has taught in the subject area for a length of time equivalent to one semester within the most
21 recent two-year period. For purposes of this section, a summer school assignment will be
22 considered as equivalent to one semester.

23 2. Prior Non-selection

24 a. One point shall be awarded to an otherwise qualified applicant for each year in which
25 he/she applied but was not selected in the previous two (2) years. On a yearly basis, the
26 most recent two-year period will be reviewed to determine each applicant's summer school
27 employment history. Points for prior non-selection will range from zero (0) to a maximum

1 of two (2).
2 b. A unit member who declines a summer school employment offer for which he/she has
3 applied will not receive points for non-selection.

4 3. Current Assignment

- 5 a. K-8 SELO/ K-8 Special Education Summer School One point shall be awarded to each
6 applicant whose current assignment is at an elementary or middle school site.
7 b. The maximum number of points awarded to any applicant shall not exceed one (1) under
8 this criterion.

9 4. District Seniority In circumstances where more than one applicant is equally-qualified for the
10 position, the applicant with the greatest district seniority shall receive the position. In the event that
11 two or more of these applicants have the same district seniority, the tie shall be broken by lot
12 administered by Association and District representatives. District seniority will be based on the first
13 day of paid service to the District as a regular (non-substitute) certificated employee.

14 C. Procedures The following procedures shall be used to select unit members for summer school employment:

- 15 1. The District shall determine which courses are to be offered based upon student enrollment.
16 Continuing summer school employment shall be contingent upon sufficient student enrollment as
17 determined by the District. The courses and the number of positions to be posted should be
18 determined no later than thirty (30) days prior to the end of each school year.
- 19 2. The District will post summer school vacancies. Vacancy announcements will indicate the specific
20 course/position, summer school site, and the necessary credential requirement. All applications
21 must be received at the Human Resources office by the closing date indicated on the announcement.
- 22 3. Shortly after the closing date for applications, the summer school administrator(s) will review the
23 applications and match the applicants' qualifications to the courses being offered.
- 24 4. Selections shall be made using the criteria indicated above from among the qualified applicants.
- 25 5. In the event that declining student enrollment requires the consolidation of sections of the same
26 course at a site, resulting in the elimination of a teaching position at that site, the Directly-impacted
27 unit member with the fewest number of criteria points shall be released. In the event of a tie, the

1 unit member with the least district seniority shall be released. The same process shall apply to other
2 district summer school programs, including Independent Study.

3 6. Unit members released from summer school employment under the condition described in Step Five
4 above shall be recorded as having been non-selected.

5 D. Exclusions The criteria and procedures for summer school staffing pertain to traditional state-reimbursed
6 programs and programs that are funded through categorical or alternative sources. Certain specialty programs
7 that require the continuing delivery of instructional services from the regular school year into the summer
8 school session shall be excluded. Such programs include Band, AVID, ROTC, Program Specialist, ASB
9 Leadership, continuing Independent Study, Community Day School, Adaptive Physical Education, Preschool
10 Special Day Class Teacher, Preschool Assessment Team, Special Day Class Functional Skills Teacher, and
11 others as determined by representatives of the Association and the District.

12 E. Remedy If the non-selection of a unit member is caused by an unintentional error in the implementation of
13 this procedure, the non-selected unit member shall be guaranteed a future summer school position when a
14 course is next offered for which he/she is qualified. The District and the Association shall mutually agree
15 upon the determination of such an error.

16 F. Review The Parties agree to review the efficiency of this program and determine its future use or necessary
17 modification at the request of either party.

18 Section 12 - Bilingual Nursing Assistance Any nurse(s) assigned to provide ongoing assistance to non-English
19 speaking students shall receive one (1) hour of extra compensation pay at the certificated hourly rate each week of
20 his/her regular work year. Payment shall be made at the end of the school year.

21 Section 13 - Elementary Combination Class Stipend

22 A. An annual stipend of 3.0% of Column B, Step 1, shall be paid to each regular elementary classroom teacher
23 who teaches a combination grade class for at least one (1) semester or an equivalent number of days during
24 the regular school year.

25 B. A \$1,000 stipend will be given to certain teachers under the following conditions:

26 1. A teacher assigned a combination class may notify the site principal that he/she would like to explore
27 the option of having the students at one of the two grade levels assigned to another teacher(s). This

1 alternative may not be feasible if the combination class has approximately the same number of
2 students in each grade level or if the other classes at the pertinent grade level cannot absorb the
3 students to be assigned. The site principal will make the determination on the feasibility of the
4 request.

- 5 2. If the site principal determines that it is possible for the students in one grade level to be assigned
6 to another teacher(s), the principal will, in collaboration with the affected teacher(s), contact the
7 potential receiving teacher(s) to inquire if they are willing to take the additional students.
- 8 3. If the receiving teacher(s) decline to take the additional students, the students in the original
9 combination class will remain as assigned and the other teacher of the combination class will receive
10 the stipend as outlined in Part A above.
- 11 4. If the receiving teacher(s) are willing to take the additional students, a stipend of \$1,000 will be
12 given to the teacher(s) who take the additional students as long as the additional students cause the
13 receiving teacher's class size to go over the contractual class size maximums.

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SCHEDULE III

(EFFECTIVE JULY 1, 2014)

(A) EXTRA COMPENSATION FOR EXTRA DUTIES - SEASONAL RATES FOR COMPREHENSIVE HIGH SCHOOL ATHLETICS

Percent
of B-1

Athletic Director		11.50%
	(summer)	1.25
Head Football Coach	(fall + spring)	11.50
	(summer)	3.50
Head Basketball Coach	(winter)	8.00
	(summer)	3.50
Head Baseball Coach	(spring)	8.00
	(summer)	3.50
Head Softball Coach	(spring)	8.00
	(summer)	3.50
Other Head Coaches		8.00
Other Assigned Coaches	(summer)	3.50
Assistant Football Coach	(fall + spring)	8.50
	(summer)	3.50
Other Assistant Coaches		6.00

(B) EXTRA COMPENSATION FOR EXTRA DUTIES - ANNUAL RATES

Comprehensive High School

Academic Decathlon Advisor		3.00%
ASB Advisor		11.50
AVID Coordinator		3.75
Choral Music Coordinator		8.00
College Bowl Advisor		3.00
Color Guard Advisor		8.00
Data Team Leader		3.00
Drama Advisor		6.00
Drill Team Advisor		8.00
English Language Site Facilitator		1.50
Forensic Advisor		3.00
GATE Coordinator		3.00
Head Class Sponsor (freshman)		3.50
Head Class Sponsor (junior)		8.00
Head Class Sponsor (senior)		4.00
Head Class Sponsor (sophomore)		3.50
Instrumental Music Coordinator		8.50
Instrumental Music Coordinator (summer)		3.00
Journalism Advisor		8.00
Mock Trial Advisor		3.00
Model Congress Advisor		1.50
Model U.N. Advisor		1.50
Pep Squad Advisor		8.00
Positive Behavior Intervention & Support (PBIS Coordinator)		3.00
Safe Schools Site Coordinator		1.50
Science Fair Coordinator		1.00
Student Study Team Leader + 504		3.00
Technology Coordinator		3.00

1	Testing Coordinator	2.50
2	Yearbook Advisor	9.00
3		
	<u>Continuation High School</u>	
4	English Language Site Facilitator	1.50
5	GATE Coordinator	1.50
6	Journalism Advisor	4.00
7	Positive Behavior Intervention & Support (PBIS Coordinator)	3.00
8	Safe Schools Site Coordinator	1.50
9	Science Fair Coordinator	1.00
10	Student Study Team Leader + 504	3.00
11	Technology Coordinator	3.00
12	Testing Coordinator	2.00
13	Yearbook Advisor	5.00
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	<u>Middle School</u>	
15	ASB Advisor	5.00
16	AVID Coordinator	3.75
17	Choral Music Coordinator	6.00
18	Color Guard Advisor	4.00
19	English Language Site Facilitator	1.50
20	GATE Coordinator	1.50
21	Head Grade Sponsor (eighth)	2.00
22	Head Grade Sponsor (seventh)	1.00
23	Instrumental Music Coordinator	6.00
24	Journalism Advisor	4.00
25	Math Field Day Coordinator	1.00
26	Positive Behavior Intervention & Support (PBIS Coordinator)	3.00
27	Safe Schools Site Coordinator	1.50
28	Science Fair Coordinator	1.00
29	Spelling Bee Coordinator	1.00
30	Student Study Team Leader + 504	3.00
31	Technology Coordinator	3.00
32	Testing Coordinator	2.00
33	Yearbook Advisor	5.00
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	<u>Elementary School</u>	
36	Academic Olympics Coordinator	1.00
37	District Choral Music Coordinator	5.00
38	District Instrumental Music Coordinator	5.00
39	District Recreational Program Coordinator	5.00
40	English Language Site Facilitator	1.50
41	GATE Coordinator	1.50
42	Math Field Day Coordinator	1.00
43	Multi-Grade SDC Teacher	3.00
44	Positive Behavior Intervention & Support (PBIS Coordinator)	3.00
45	Safe Schools Site Coordinator	1.50
46	Science Fair Coordinator	1.00
47	Spelling Bee Coordinator	1.00
48	Student Study Team Leader + 504	3.00
49	Technology Coordinator	3.00
50	Testing Coordinator	2.00
51	Other assigned extra compensation	1.00
52	(Student Council, Principal's Designee,	
53	Yearbook, Disaster Preparedness, Young	
54	Authors - Maximum of 3 per site)	
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(C) EXTRA COMPENSATION FOR EXTRA DUTIES - DEPARTMENT HEAD OR GROUP LEADER - ANNUAL RATES

Comprehensive High School Formula

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|----|---|-------|
| 1. | Annual base per department head | 5.00% |
| | plus | |
| 2. | Per period (based on first semester schedule) | .07 |

Middle School Formula

- | | | |
|----|---|------|
| 1. | Annual base per department head | 2.00 |
| | plus | |
| 2. | Per teacher (including department head) | .10 |

Elementary School Grade Level Leader Formula

- | | | |
|----|--|------|
| 1. | Annual base for each K-6 grade leader and special education leader | 1.00 |
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SCHEDULE IV

(A) EXTRA COMPENSATION FOR EXTRA DUTIES - HOURLY RATE

Percent
of B-1

Adult Education Teacher, Curriculum
Development Assignment, Driver Training
Teacher, Extra Period Daily Teaching
Assignment, Home Teacher, Saturday School
Assignment, Other Hourly Assignments

.084%

(B) EXTRA COMPENSATION FOR EXTRA DUTIES - SUMMER
SCHOOL/EXTENDED YEAR RATE

Hourly rate per 4.6 hour workday
(effective first workday of session)

.1243%

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ARTICLE XVI

REIMBURSEMENTS

Section 1 - Loss, Damage, or Destruction of Personal Property

A. Coverage

1. Personal Property The District shall reimburse a unit member for loss, damage, or destruction to personal property of the unit member such as eyeglasses, hearing aids, dentures, watches, and articles of clothing necessarily worn or carried by the unit member when such damage or loss occurs in the line of duty without being the unit member's fault.

2. Other Personal Property The District shall reimburse a unit member for loss, damage, or destruction to cash or other personal property such as cassette recorders, recording tapes and books, or cameras used at the work site only if such use has been authorized in writing in advance by the Assistant Superintendent Business Services and such use is directly related to performing the unit member's job.

3. Vehicles Loss or damage to unit member vehicles parked at District facilities or at another assigned work site shall be reimbursed if loss occurs while the unit member is on duty and without being the unit member's fault.

A. Value For reimbursement purposes, the value of property shall be its value at the time of loss or damage. Loss or damage must be reported to the unit member's supervisor within one (1) workday of the occurrence except where the loss or damage involves personal property authorized for use on the job when it shall be reported within two (2) days. For purposes of this section, a day is defined as a day which a unit member actually reports at his/her regular work site for duty.

B. Limitations Reimbursement is limited to an amount of up to \$250 (approximate amount of an average insurance policy deductible) whether or not the item involved is insured. In lieu of a dollar reimbursement, the District may choose to repair damaged personal property or replace lost or destroyed personal property with similar property of like value.

C. Procedures Procedural requirements established by the District regarding claims for reimbursement must be

1 fulfilled prior to the receipt of reimbursement. Such requirements may include filing a sheriff's report,
2 completing a Crime/Vandalism report, or obtaining estimates or quotations, etc.

3 Section 2 - Mileage

4 A. Unit members who are assigned to work at more than one (1) site per day or who may be requested
5 periodically to use their personal vehicles in the performance of their duties shall be reimbursed at either the
6 IRS rate or the IRS/AAA average rate.

7 1. The IRS rate shall be the current Internal Revenue Service (IRS) allowable standard mileage rate.

8 2. The IRS/AAA average rate shall be an average of the IRS rate and the published cost per mile of
9 the least expensive passenger sedan driven 10,000 miles or less annually calculated by the American
10 Automobile Association (AAA) for Southern California for its comparison of costs. The IRS/AAA
11 average rate shall be rounded to the nearest half-cent per mile.

12 3. The IRS/AAA average rate shall be calculated as of July 1 of each year for reimbursements made
13 on or after July 1.

14 B. A unit member must choose to receive either the IRS rate or the IRS/AAA average rate. Election of the
15 mileage reimbursement rate must be made at the same time as the first claim for reimbursement on or after
16 July 1. All subsequent claims for that year (July 1 through June 30) will then be reimbursed at the selected
17 rate. If no reimbursement selection is made, then the IRS rate shall be used.

18 C. Reimbursements claimed at a rate higher than the current IRS rate are reported to the IRS as taxable income
19 as required by law.

20 Section 3 – Telephone Unit members who are required to use their personal telephones for parental contacts shall be
21 reimbursed for such long distance calls.

22 Section 4 – Payment Expenses qualifying for reimbursement by the District shall be paid no later than thirty (30) days
23 after being properly submitted.

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1 ARTICLE XVII

2 HEALTH AND WELFARE BENEFITS

3 Section 1 - Availability

4 A. The District shall make available to all full-time and certain part-time members a health, dental, and vision
5 benefits program as defined in this article. A description of health and welfare benefits will be offered to
6 each unit member at the time of initial employment. The same information will be available to all unit
7 members in subsequent years on request. Specific plans, coverages, and carriers will be selected by and may
8 be changed by mutual agreement of both parties. A list of available coverages may be obtained from the
9 benefits office.

10 B. The District shall provide benefits offered under this Article to eligible domestic partners to the same extent
11 that such benefits are offered to spouses, subject to the provisions and requirements of the insurance carriers.
12 To establish eligibility, the employee shall submit a copy of his/her domestic partner certificate showing
13 registration with the California Secretary of State.

14 Section 2 - Deductions and Payment

15 A. Deductions authorized by unit members shall be deducted on a tenths basis from the August through May
16 payrolls as appropriate.

17 B. The District shall contribute to the benefits pool an amount equal to \$9,500 times the number of FTE unit
18 members.

19 C. By September 10, the Association shall adjust unit member surcharges to equal the difference between the
20 total benefit cost and the district contribution. If the above conditions are not met and a negotiated settlement
21 has not been reached by October 1, impasse shall be mutually declared. If impasse has not been concluded
22 by January 10, the District shall have the right to implement payroll deductions in an amount equal to the
23 total benefit cost less the combined District and member contribution. Deductions shall begin with the 7M
24 (end of January) payroll. Only unit members currently receiving benefits shall incur these payroll deductions,
25 which shall be in proportion to their current surcharge level.

26 Section 3 - Insurance Periods

27 A. The open enrollment period shall occur within 45 days prior to the beginning of a plan year. During open

1 enrollment, unit members may change health insurance companies and/or voluntary plan selections. Unit
2 members may not change coverage after the open enrollment unless the unit member's family circumstances
3 have changed as defined by the insurance carrier and the IRS.

- 4 B. Employees shall notify the District within 30 days of change of family status to allow for any necessary
5 changes in benefit coverage.

6 Section 4 – Other Provisions

- 7 A. All coverages of the prior year are automatically continued for each qualified unit member. Adjustment of
8 any necessary payroll deductions for optional plans shall be made automatically to reflect rate changes.

- 9 B. Unit members who are absent because of illness and who have exhausted their accumulated paid leave shall
10 continue to receive full insurance coverage to be paid by the District for that period of illness not to exceed
11 twelve (12) months following exhaustion of said leave.

- 12 C. Unit members on District-approved leaves of absence without pay may at their request continue to receive
13 insurance coverage for the period of the leave at their own expense. The responsibility for maintaining
14 continuing coverage rests with the unit member.

- 15 D. The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a unit
16 member's employment terminate during the school year, he/she shall be entitled to continue all insurance
17 coverage until the end of the school year. Such unit member shall pay advance premiums for the continued
18 coverage on a month-to-month basis.

- 19 E. The spouse and/or dependent children of a deceased unit member who are participants in a District health or
20 dental program at the time of death of a unit member shall be allowed to continue in those programs for the
21 remainder of the insurance period as defined in Section 3 above plus one (1) additional year, where permitted
22 by the carrier, by paying advance premiums for the continued coverage on a month-to-month basis.

23 Section 5 - Part-Time Unit Member Benefits

- 24 A. Adult education teachers shall receive no benefits but may purchase insurance at the District cost.

- 25 B. Other unit members who work less than a regular workday or less than a basic work year shall receive benefits
26 in the ratio that their service bears to full-time. The part-time unit member will be required to pay an amount
27 that when added to the ratioed benefit allowance will total the district contribution per FTE and will also be

1 required to pay an appropriate surcharge as defined in Section 2, Paragraph D.

- 2 C. Any part-time unit member with proof of health and/or dental coverage elsewhere may waive any
3 requirement to purchase health and/or dental coverage through the District. A unit member once having
4 elected to waive health and/or dental coverage is responsible for notifying the District if their alternative
5 coverage is discontinued. The part-time unit member may apply for coverage through the District at that
6 time.

7 Section 6 - District Limitations

8 It is expressly understood that all terms and conditions of the various programs available pursuant to this Article are
9 determined by the insurance carriers' and/or providers' respective plans and are the carriers' and/or the providers'
10 responsibility. Therefore, all disputes with respect to the carriers' and/or providers' administration of such programs
11 are not the responsibility of the District and are not subject to the grievance procedure in this Agreement or litigations
12 against the District.

13 Section 7 - I.R.C. 125 Benefits Additional Section 125 "Flexible Benefits" offered pursuant to the Internal Revenue
14 Code are Dependent Care Assistance ([I.R.C.-129 Guideline](#)) and Unreimbursed Medical Expenses ([I.R.C.-105](#)
15 [Guideline](#)). Implementation of these flexible spending accounts shall not result in any additional cost to the District.
16 There shall be no District fees assessed to the unit members for group insurances, voluntary insurance selections, or
17 I.R.C. 125 utilization. There may be charges assessed by the I.R.C. 125 administrator.

18 Section 8 – Benefits Committee

- 19 A. The Parties shall review the types of insurance coverage, plans, carriers, and providers and any other entities
20 providing services of Health and Welfare benefits covered in the Article. Changes may occur upon mutual
21 agreement of the Parties.
- 22 B. A committee comprised of Association-selected representatives and the Superintendent and/or designee(s)
23 shall meet to monitor plan benefits, charges, changes, and services provided by the companies as well as
24 other items related to any benefit covered in this Article.

1 ARTICLE XVIII

2 SUPPLEMENTAL RETIREMENT BENEFITS

3 Section 1 - Health and Dental Benefit District health and dental benefits for a retiree and dependent(s) shall be carried
4 at the same rate and same District contribution as though a full-time unit member until the retiree reaches age 65 or
5 until such time as Federal or State medical insurance covers the retiree, whichever comes first.

6 A. This benefit applies only to unit members who elect to retire under the STRS program prior to age sixty-five
7 (65). The unit member must have completed at least ten (10) years of regular service in the District
8 immediately preceding retirement and must have reached the minimum age for retirement under state law
9 before he/she is eligible for this benefit.

10 B. Unpaid Special Leave of Absence granted to a unit member will not cause the unit member to lose eligibility
11 for this benefit provided the ten (10) years of full-time service requirement is met prior to retirement. For
12 the purpose of this benefit, any year the unit member works under the Reduced Workload Program shall be
13 credited as a year of regular service.

14 C. A unit member on Unpaid Disability Leave is eligible for this benefit in the same manner as a unit member
15 who has retired.

16 D. The retiree may not return to full-time employment in the District except by mutual consent of both the retiree
17 and District.

18 E. If the age at which a retired unit member may qualify for Federal or State medical insurance increases from
19 65 to a higher age, District health and dental benefits for the retiree and dependent(s) shall be
20 extended until the retiree reaches the higher age.

21 This provision shall apply only to unit members who meet all other eligibility requirements specified in this
22 Article and retire under the STRS program after June 1, 1999.

23 Section 2 - Health Insurance Benefits After Age 65 The District shall provide retired unit members sixty-five (65)
24 years of age and older with an opportunity to buy health insurance paid in total by the retiree to the extent that such
25 coverage is available through the District's group plan insurance carriers for active employees. This opportunity, if
26 available, shall be given only to unit members who retired under the STRS program, and who have completed at least
27 ten (10) years of service in the District. The District and the Association shall not be financially responsible in any

1 way for any premiums, payments, or any costs connected with the coverage beyond age sixty-five (65).

2 A. Retired unit members who are qualified for Medicare coverage may choose one of the following options if
3 such a plan is offered by the District's group plan insurance carrier.

4 1. Medicare Supplement Option.

5 Section 3 - Assistance

6 The District agrees to provide reasonable access, if requested, to representatives, if available, from various agencies
7 such as insurance companies, insurance agencies, or Medicare. Unit member retirees who wish the District to arrange
8 access to a representative shall notify the District Business Office in writing. Reasonable access may include giving
9 the retiree the name, address, and phone number of a representative or, with sufficient number of requests, a meeting
10 may be established for this option.

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1 ARTICLE XIX

2 REDUCED WORKLOAD PROGRAM

3 Section 1 - Eligibility The District may permit unit members to reduce their work load from full-time to half-time and
4 have their retirement benefits based on full-time employment. To qualify for this program, the unit member shall
5 meet the following prerequisites:

6 A. Ten years of prior full-time service, including the five (5) years immediately preceding, in a position requiring
7 certification in the District.

8 B. Attained the age of 55 prior to the beginning of the school year in which the reduction in service begins. It
9 shall be the unit member's responsibility to initiate the request for reduced service.

10 Section 2 - Application Deadline A written agreement for reduced service shall be executed by the unit member and
11 the District by May 1 prior to the period of reduced service. The agreement can be revoked or modified only with the
12 mutual consent of the unit member and the District.

13 Section 3 - Work Load Reduced service shall be one-half of the number of days of service required by the unit
14 member's contract of employment during his/her final year of service in a full-time position. Reduced service may be
15 on a half-time daily schedule or full-time for at least one-half year.

16 Section 4 - Duration Agreements or contracts for part-time service are limited to a period not to exceed five (5) years,
17 and no unit member shall participate after attaining the age of 65. Any unit member in the program who reaches age
18 65 during the school year may continue his/her reduced service for the balance of that year.

19 Section 5 - Retirement Contributions and Credit The unit member and the District agree to submit contributions to the
20 State Teachers Retirement System based on the compensation which would be earned for full-time employment. Full
21 retirement credit is not earned until the end of the full school year. Participants who terminate prior to these concluding
22 periods shall receive retirement credit based on the salary actually paid in the proportion that it related to the annual
23 salary which would have been paid had the employment continued.

24 Section 6 – Salary, Rights, Benefits The unit member shall be paid a salary which is one-half of the salary he/she
25 would earn had he/she not elected to exercise the option of part-time employment. He/she shall retain all other rights
26 and benefits for which he/she or the District makes the payments, including those as provided in [Section 53201 of the](#)
27 [Government Code](#), that would be required if he/she remained in full-time employment. All rights mandated by law

1 and additional benefits which may be granted by the District to its unit member shall be applicable to any and all such
2 unit members who are on contract for reduced service.

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1 ARTICLE XX

2 EARLY RETIREMENT INCENTIVE PROGRAM

3 Section 1 - Eligibility The District may permit unit members who wish to retire to enter into an Early Retirement
4 Incentive Program. To be eligible for the program, a unit member:

- 5 A. Shall have completed ten (10) years of prior full-time service in a position requiring certification in the
6 District.
- 7 B. Shall be at least fifty-five (55) years old as of June 30 in the last year of full-time employment.
- 8 C. May not have reached age sixty (60) as of June 30 in the last year of full-time employment.
- 9 D. Must be earning no less than that of a full-time unit member on Step C-10 of the Basic Certificated Salary
10 Schedule.
- 11 E. Shall be in full-time active service during the year prior to entering the program. This provision shall not
12 apply to unit members participating in the Reduced Workload Program.
- 13 F. Submit a letter of intent to enter the program to the Assistant Superintendent Human Resources by April 1
14 of the last full year of service.
- 15 G. Apply for retirement under the [State Teachers' Retirement System](#). Concurrent with entry into the program,
16 the unit member must resign from the District.

17 Section 2 - Compensation and Work Days. A retired unit member in this program will be employed as a consultant
18 at the rate equivalent to the regular teacher maximum daily rate on the Basic Certificated Salary Scheduled for forty
19 (40) days of service with less than full-time services compensated on a basis proportionate to that of full-time service
20 (40 days). If the retired unit member has earned a longevity increment, it will be calculated as part of the maximum
21 rate. The minimum number of work days for consultancy agreement will be twenty (20) with the actual number being
22 mutually agreed to by the retiree and the District. The number of work days may be increased at the consultant's
23 option and shall be paid at the rate specified above until maximum retirement earnings as specified in [Education Code](#)
24 [Section 24214](#) are reached.

- 25 (a) Neither the District nor the consultant will make payments into the California State Teachers' Retirement
26 System.
- 27 (b) Consultants will receive health and welfare benefits only as they qualify under existing Extended Health and

1 Dental Benefit provisions of negotiated Agreements or District policy.

2 Section 3 - No Permanent or Temporary Status Following entry into the Early Retirement Incentive Program, the unit
3 member may not return to any permanent or temporary employment status with the District or participate in any other
4 retirement program offered by the District (i.e., Reduced Workload Program).

5 Section 4 - Workers' Compensation As independent contractors, consultants are not under Workers' Compensation
6 and should insure their own services.

7 Section 5 - Credential Requirement Consultants will maintain all credentials held prior to resignation in full force and
8 effect and registered with Riverside County Office of Education.

9 Section 6 - Duties and Assignment Consultants will render special services and advice according to their training and
10 experience as directed by the District. Examples of the types of service to be performed include, but are not limited
11 to, demonstration teaching, individual and small group tutoring,
12 research and program evaluation, in-service education, counseling, and curriculum development. Consultants may
13 indicate preferences for the type of service and its location, but the actual assignment will be determined by the
14 District.

15 Section 7 - Exclusion of Certain Duties Consultants in this program will neither be used to provide regular teaching,
16 counseling, or other services normally assigned to unit members, nor will their temporary presence in a classroom at
17 a school have bearing on class-size restrictions.

18 Section 8 - Length of Program To provide an incentive for early retirement, a retiree may participate in the program
19 as follows:

- 20 A. Retirees who enter the program at age fifty-five (55) shall be eligible to participate for a maximum of five
21 (5) consecutive years.
- 22 B. Retirees who enter the program at age fifty-six (56) shall be eligible to participate for a maximum of four (4)
23 consecutive years.
- 24 C. Retirees who enter the program at age fifty-seven (57) shall be eligible to participate for a maximum of three
25 (3) consecutive years.
- 26 D. Retirees who enter the program at age fifty-eight (58) shall be eligible to participate for a maximum of two
27 (2) consecutive years.

1 E. Retirees who enter the program at age fifty-nine (59) shall be eligible to participate for one (1) year.

2 Section 9 - Waiver The District can waive all or part of the work-days requirement if it deems such a waiver to be in
3 the best interest of both parties. The dollar amount of any consultancy agreement is not subject to this waiver
4 provision.

5 Section 10 - Termination Termination of the contract by the consultant at any time for any reason may be made by
6 giving the District ten (10) days notice. The District may terminate the contract only for breach by the consultant
7 caused by his/her refusal, failure, or inability to perform the services or any phase of the services in a satisfactory and
8 timely manner.

9 Section 11 – Grievance Exclusion The grievance procedure provisions of this Agreement shall not apply to
10 Consultants in the Early Retirement Incentive Program.

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1 ARTICLE XXI

2 GRIEVANCE PROCEDURE

3 Section 1 - Definitions

- 4 A. A "grievance" is a formal, written allegation by the Association or by a unit member that it/he/she has been
5 adversely affected by a violation, misinterpretation, or misapplication of any provision of this Agreement.
6 Other claims and allegations shall be handled through the [District "Complaint Procedure" Policy 4144, 4244](#)
7 [and 4344](#). This procedure shall be subject to the consultation process as permitted by the [Rodda Act](#).
- 8 B. A "grievant" is a unit member or group of unit members or the Association as indicated in "A" above.
- 9 C. A "Class Action Grievance" is a consolidation of several similar grievances into a single grievance. All
10 grievants to be included shall authorize such consolidation and shall agree to abide by the particular outcome.
11 Whenever practical, at least one of the grievants shall be in attendance at each level of the grievance. A class
12 action grievance which affects any unit member(s) at more than one site may be filed at Level II.
- 13 D. A "day" for the purpose of this Article refers to any day that the grievant is scheduled to give service to the
14 District or when the Education Center is open for business if the Association is the grievant.
- 15 E. "Immediate Supervisor" refers to the principal or District administrator who has immediate jurisdiction over
16 the grievant.
- 17 F. A "party in interest" is any person who might be required to take action or against whom action might be
18 taken in order to resolve the claim.

19 Section 2 - Purpose

- 20 A. Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to
21 discuss the matter with any appropriate member of the administration and to have the grievance adjusted
22 without intervention by the Association provided that the adjustment is not inconsistent with the terms of this
23 Agreement and that the District shall not agree to a resolution of the grievance until the Association has
24 received a copy of the grievance and the proposed resolution and has been given the opportunity to file a
25 response.
- 26 B. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level
27 should be considered to be maximums, and every effort should be made to expedite the process.

1 Section 3 - Informal Level The grievant, either individually or accompanied by the Association-designated
2 representative, may attempt informal resolution of a grievance in conference with the appropriate administrator prior
3 to initiating a grievance.

4 Section 4 - Level I

5 A. Within thirty (30) days from the time the grievant learned or should have learned of the event or condition
6 which gave rise to the complaint, the grievant must present the grievance in writing on the District form to
7 his/her supervisor. This statement should be a clear, concise statement of the grievance, the specific Article(s)
8 or Section(s) of this Agreement violated or misinterpreted, the circumstances involved, the date of any
9 informal conference, and the specific remedy sought.

10 B. Within five (5) days after a grievance is filed, a conference must be scheduled if requested by either party.
11 At the conference either party may be accompanied by an advisor or representative.

12 C. The supervisor shall communicate in a clear, concise statement his/her decision to the grievant and the
13 Association in writing within six (6) days after receiving the grievance.

14 Section 5 - Level II

15 A. In the event the grievant is not satisfied with the Level I decision, he/she may appeal the decision on the
16 appropriate District form to the Superintendent or his/her designee within six (6) days. This appeal shall
17 include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of
18 the reason(s) for the appeal.

19 B. Within five (5) days after the appeal is filed, a conference must be scheduled if requested by either party. At
20 the conference, either party may be accompanied by an advisor or representative.

21 C. The Superintendent or his/her designee shall communicate in a clear, concise statement his/her decision to
22 the grievant and the Association in writing within six (6) days after receiving the grievance.

23 Section 6 - Level III Within the time limits for appeal to Level IV, the District and the grievant may, by mutual
24 agreement, elect to submit the grievance to mediation to attempt to resolve the grievance by informal agreement prior
25 to proceeding to Level IV. If there is agreement to submit the grievance to mediation, the District shall contact the
26 California State Conciliation Service and request that a mediator be appointed. The mediation shall be limited to a
27 total of eight (8) hours unless the Parties agree to a continuance. The Parties shall attempt to reduce outstanding issues

1 and, if possible, settle the dispute. The mediator, however, shall not have the power or authority to render a decision
2 on the issue(s) or impose a settlement on the Parties. Any statements made during the mediation process (other than
3 those already documented at Levels I and II) shall be confidential, shall not be considered precedential in nature, and
4 shall not be admissible in any future court, administrative proceeding, or additional step in the grievance procedure.
5 If mediation does not satisfactorily resolve the grievance, the Association may appeal the grievance to Level IV within
6 ten (10) days of the last mediation session.

7 Section 7 - Level IV

8 A. If the grievant is not satisfied with the disposition of the grievance at the previous level, the Association may,
9 within ten (10) days of receipt of the District's reply, submit a written notice to the District of its intent to
10 submit the grievance to arbitration. Such notice shall include a copy of the original grievance, the decisions
11 rendered, and a clear statement of the reason(s) for the appeal and the remedy sought. If the District and the
12 Association cannot agree on an arbitrator within three (3) days, the District shall then request the California
13 State Conciliation Service to provide a list of seven (7) arbitrators from which the Parties shall strike
14 alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining
15 name shall be the arbitrator.

16 B. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues submitted to
17 him/her. The arbitrator shall consider only those issues which have been properly carried through all prior
18 steps of the grievance procedure. If the Parties cannot agree upon a submission agreement, the arbitrator
19 shall determine the issues by referring to the written grievance and the answers at each step.

20 C. The arbitrator's decision must be limited to the specific issue(s) submitted to him/her and based on the
21 arbitrator's interpretation of meaning and application of the language in the Agreement. The arbitrator's
22 decision will be in writing and will set forth findings of fact, reasoning and conclusions. The arbitrator, in
23 rendering his/her opinion, will have no power or authority to add to, subtract from, or alter, amend, change,
24 or ignore any of the terms and conditions of this Agreement or any applicable rules, regulations, or policies.

25 D. The arbitrator's decision will be accepted as final and binding on the District and the grievant unless it is
26 violative of applicable law or it is the product of clear bias, self-interest, or fraud on the part of the arbitrator.

27 E. The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's travel and subsistence

1 expenses, as well as the cost of a hearing room, will be borne equally by the District and Association. All
2 other costs will be borne by the Parties incurring them.

3 Section 8 - Guidelines Applicable to All Grievances

- 4 A. All grievance proceedings shall be kept as confidential as may be appropriate at all levels of the procedure.
- 5 B. All records dealing with the processing of grievances shall be filed separately from the personnel files of the
6 participants.
- 7 C. The time limit specified in the procedures may be extended in any specific instance by written agreement of
8 both Parties at any level.
- 9 D. If a grievance arises from the action of an authority above the supervisory level, the unit member may
10 present his/her grievance at the next higher level.
- 11 E. If the procedure is not completed within the specified time by the appropriate management level handling it,
12 the grievant may proceed to the next level.
- 13 F. If the procedure is not completed within the specified time by the grievant, the grievance will be considered
14 resolved at the highest level at which the procedure has been completed.
- 15 G. No reprisals of any kind will be taken by any unit member or representative of the administration or the Board
16 or by the Association against any grievant, any party in interest, any member of the Association, or any other
17 participant in the grievance procedure by reason of such participation.
- 18 H. No party of interest at any stage of the grievance procedure will be required to meet with any administrator
19 concerning the grievance without a representative present.
- 20 I. Any party of interest shall have the right to call and question witnesses.
- 21 J. When it is necessary for a representative designated by the Association to attend a grievance meeting or
22 hearing during the work day, he/she shall be released without loss of pay in order to participate in the
23 foregoing activities upon notice to his/her appropriate supervisor by the Association President. Any unit
24 member who is requested to appear in such scheduled meetings or hearings as a witness will be accorded the
25 same right.
- 26 K. Forms for filing grievances, serving notice, taking appeals, making reports, recommendations, and other
27 necessary documents will be prepared jointly by the Superintendent or his/her designee and the Association

1 and given appropriate distribution by the District and the Association to facilitate operation of the grievance
2 procedure. The District shall provide such forms.

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1 ARTICLE XXII

2 PEER ASSISTANCE AND REVIEW

3 Section 1-Purpose

4 A. The Peer Assistance and Review Program (Program) allows exemplary teachers to assist certain permanent
5 and beginning teachers in the areas of teaching methods and instruction.

6 B. The Program shall not involve the participation in nor the conducting of the annual evaluation of certificated
7 unit members as set forth in Article IX of the Collective Bargaining Agreement (Agreement) and [Education](#)
8 [Code 44660](#), et seq., except for making available to the evaluator the results of some teachers' participation
9 in the Program.

10 Section 2 - Definitions for Purposes of this Document

11 A. "Classroom Teacher" or "Teacher"

12 Any member of the certificated bargaining unit who is defined by Article IX, Section 1, Part C of the
13 Agreement (Evaluation Procedures/Teaching Unit Members). Unit members defined by Article IX, Section
14 1, Part D are not teachers for purposes of this document.

15 B. "Participating Teacher"

16 A permanent teacher who either volunteers or is required by this document to participate in the Program.

17 C. "Voluntary Participating Teacher"

18 Any permanent teacher not required to participate in the Program and who wants to engage in a professional
19 growth activity utilizing a Consulting Teacher's assistance.

20 D. "Participating Teacher With An Unsatisfactory Evaluation"

21 A classroom teacher with permanent status whose most recent performance
22 evaluation contains two or more unsatisfactory ratings in the areas of teaching methods and instruction.

23 E. "Consulting Teacher"

24 An exemplary teacher with permanent status who meets the requirements of Section 7, Paragraph A of this
25 document and who is selected by the Joint Panel to provide Program assistance/review to a Participating or
26 Beginning Teacher.

27 F. "Beginning Teacher"

1 Any classroom teacher having probationary or temporary status or any District teaching intern participating
2 in a program established according to [Education Code Sections 44259](#).

3 G. “Teaching methods and instruction”

4 Those areas of a teacher’s performance evaluation represented by Standards #1,3 and 4 as described in Article
5 IX, Section 1, Part C of the Agreement and on the [Teacher Unit Member Evaluation Form](#).

6 H. “Principal” or “Evaluating Principal”

7 The certificated administrator appointed by the District to evaluate a certificated teacher.

8 Section 3 - Program Outline for Participating Teacher With an Unsatisfactory Evaluation (Refer also to Diagram ”1”)

9 A. Any permanent teacher with two or more unsatisfactory ratings on the standards listed in Section 2, Paragraph
10 G of this document must participate in the Program.

11 B. The Consulting Teacher’s assistance and review shall focus on the specific areas targeted for
12 improvement by the Participating Teacher’s principal after the Participating Teacher receives the
13 unsatisfactory rating.

14 1. The principal’s recommendations shall be written, aligned with student learning, clearly
15 stated, and consistent with [Education Code Section 44662](#). These recommendations shall be
16 considered as the performance goals required by [Education Code Sections 44664 \(a\)](#) and
17 [44500 \(b\) \(2\)](#).

18 2. The Principal and the Consulting Teacher assigned to the Participating Teacher shall meet and
19 discuss the targeted areas of improvement outlined by the Principal and the assistance they
20 shall endeavor to provide.

21 3. The Consulting Teacher and the evaluating Principal are expected to establish a cooperative
22 relationship regarding the Program for Participating Teachers with an Unsatisfactory
23 Evaluation.

24 4. The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for
25 assistance in the targeted areas. After that meeting, the Consulting Teacher will provide the
26 assistance set forth in Section 7, Paragraph G of this document which shall also involve
27 conducting multiple classroom observations of the Participating Teacher.

1 C. The Consulting Teacher shall submit to the Joint Panel a written report evaluating the teacher's
2 participation in the Program consisting solely of: (1) a description of the assistance provided by the
3 Consulting Teacher and (2) a description of the results of the assistance in the targeted areas. This report
4 shall be submitted to the Joint Panel before May 1 each year, with a copy provided to the Participating
5 Teacher.

6 D. Before May 15 of each year the Joint Panel will make available the results of the teacher's participation in
7 the Program for use as part of the teacher's evaluation. The results may be placed in the teacher's personnel
8 file if included by the Principal as part of the annual evaluation.

9 E. The teacher will continue participating in the Program until the Joint Panel determines the teacher no longer
10 benefits from participation in the Program, the teacher meets or exceeds evaluation standards, or the teacher
11 is separated from the District.

12 F. The Joint Panel will make an Annual Report to the Governing Board regarding Program participants
13 including forwarding the names of the permanent teachers with unsatisfactory evaluations who, after
14 sustained assistance, are unable to demonstrate satisfactory improvement.

15 Section 4 - Program Outline for Beginning Teachers (Refer also to Diagram "2")

16 A. A Consulting Teacher will be assigned to one or more Beginning Teachers to provide assistance and mentoring
17 including that provided under the Marian Bergeson Beginning Teacher Support and Assessment System
18 (BTSA) according to [Education Code Sections 44279.1](#), et seq.

19 B. During the Beginning Teacher's first year, the Consulting Teacher shall include assistance in the area of the
20 District's Teaching Standards. During the second year and subsequent years, the Consulting Teacher will focus
21 the assistance in the areas listed by the evaluating Principal as needing improvement and/or assistance.

22 C. A Beginning Teacher may request assistance from the Consulting Teacher in
23 additional area(s) of perceived need.

24 D. The Consulting Teacher and the evaluating Principal shall have a cooperative relationship regarding the
25 Program for Beginning Teachers.

26 E. Beginning Teacher participation in the Program is not legally mandated. Therefore, neither the Consulting
27 Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to

1 the Board the names of individual Beginning Teachers who participated in the Program.

2 Section 5 - Program Outline for Voluntary Participating Teachers (Refer also to Diagram "3")

3 A. Voluntary Participating Teachers are individuals who wish to grow and learn with the assistance from a peer
4 or who may be seeking assistance due to a change in assignment or the institution of new curriculum. The
5 Program for Voluntary Participating Teachers will focus on practical application of certain teaching skills or
6 the acquisition of new subject matter.

7 B. The Joint Panel will accept requests from volunteers and determine if they will be accepted into the Program.

8 C. The Joint Panel shall determine the type and scope of any assistance to be provided to a Voluntary Participating
9 Teacher.

10 D. The Consulting Teacher and the Voluntary Participating Teacher's Principal shall have a cooperative
11 relationship regarding the Program for Voluntary Participating Teachers.

12 E. Permanent teachers with satisfactory performance are not mandated by law to participate in the Program.
13 Therefore, neither the Consulting Teacher nor the Panel will forward to the Governing Board
14 the names of volunteer teacher participants.

15 F. A Voluntary Participating Teacher may terminate his/her participation in the Program at any time.

16 Section 6 - Joint Panel

17 A. The Peer Assistance and Review Program will be administered by a Panel consisting of seven (7) members,
18 four (4) certificated classroom teachers appointed by the Association, and three (3) administrators appointed
19 by the District. A Panel member's term shall be no more than three (3) years. Panel members may be
20 reappointed once their term has expired.

21 B. The Joint Panel shall establish its own meeting schedule. Five (5) Panel members will constitute a quorum for
22 purposes of meeting and conducting business. Except for the selection of Consulting Teachers, actions of the
23 Joint Panel shall require an affirmative vote of at least five (5) members.

24 C. The Joint Panel is responsible for:

- 25 1. Establishing internal operating procedures and regulations necessary to carry out the requirements of the
26 Education Code and this document including a procedure for selecting the Joint Panel's chair;
- 27 2. Developing the annual Program;

- 1 3. Developing a Program budget for Board approval;
- 2 4. Selecting, assigning, and overseeing the Consulting Teachers;
- 3 5. Coordinating training for Consulting Teachers, for Panel members, and where appropriate, for
- 4 Participating Teachers;
- 5 6. Sending written notification of participation in the Program as needed;
- 6 7. Reviewing Consulting Teacher’s reports on Participating Teachers with permanent status referred to the
- 7 Program because of unsatisfactory evaluations;
- 8 8. Providing the results of a teacher’s participation in the Program for use as part of the teacher’s annual
- 9 evaluation. This provision applies only to a Participating Teacher with an unsatisfactory evaluation.
- 10 9. Assessing the effectiveness of the Consulting Teachers;
- 11 10. Submitting to the Governing Board an Annual Evaluation on the Program’s impact and effectiveness
- 12 including recommendations regarding Participating Teachers with unsatisfactory evaluations, and if
- 13 necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate
- 14 satisfactory improvement.
- 15 D. The Panel shall use the following procedure for developing the annual Program plan and recommending a
- 16 budget:
- 17 1. By March 1st of each fiscal year, the Panel will develop a Program and recommend a budget for the
- 18 succeeding year which will include:
- 19 (a) The estimated state revenues for the Program.
- 20 (b) The estimated expenditures involving:
- 21 (1) Projected number of Participating Teachers;
- 22 (2) Projected number of Beginning Teachers;
- 23 (3) Projected (full and part-time) number of Consulting Teachers needed to service the
- 24 projected need;
- 25 (4) Release time for the Panel and Consulting Teachers;
- 26 (5) Pay for Panel members and Consulting Teachers that is consistent with the pay parameters
- 27 established by the negotiating parties; and

1 (6) Projected costs for training, administrative overhead, secretarial support, and, if
2 necessary, legal and consulting assistance.

3 E. The Joint Panel will immediately take appropriate action should a panel member receive an unsatisfactory
4 evaluation.

5 F. An administrative member of the Joint Panel will abstain from all Joint Panel matters concerning a
6 Participating Teacher to whom he/she has given an unsatisfactory evaluation.

7 Section 7 - Consulting Teachers

8 A. Minimum qualifications for Consulting Teacher:

9 1. A credentialed classroom teacher with permanent status and a minimum of five years recent teaching
10 experience, at least three (3) years of which have been in the District;

11 2. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication
12 skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet students'
13 needs in different contexts;

14 3. Ability to work cooperatively and effectively with others.

15 B. A Consulting Teacher may be assigned on a full-time, part-time, or extra-work basis depending on the needs
16 of the Program as determined by the Joint Panel.

17 C. The recruitment and selection of Consulting Teachers shall be coordinated by the Joint Panel. Consulting
18 Teacher vacancies shall be posted at each work site. Each applicant will be required to submit an application
19 which shall include at least two (2) references from individuals who have direct knowledge of the applicant's
20 abilities for the position. A reference from a Principal is preferred, although not necessary. All applications
21 and references will be treated with confidentiality and will not be disclosed except as required by law. The
22 Joint Panel will make the selections(s) by majority vote ([Education Code Section 44502\(c\), \(1\)](#)). The Panel's
23 procedures for selecting Consulting Teachers shall include provisions for classroom observation of Consulting
24 Teacher candidates. The selections of the Panel are final and not subject to the grievance procedure.

25 D. The Joint Panel will determine the process for assigning Consulting Teachers each year. Consideration shall
26 be given to the additional workload assumed by Consulting Teachers assigned to provide Support Provider
27 assistance under the BTSA Program. Within the first six (6) weeks of the regular school year, either the

1 Consulting Teacher or the Participating Teacher may petition the Panel for an assignment change for good
2 reasons. The Participating Teacher shall be allowed only one change per year.

3 E. A Consulting Teacher's term will be no more than three (3) years. A Consulting Teacher may reapply and be
4 reappointed once his/her term has expired.

5 F. After completing service as a full-time Consulting Teacher, the teacher shall be placed in the same assignment
6 previously held or in a comparable assignment.

7 G. Consulting Teachers shall provide assistance to Participating Teachers which may include, but not be limited
8 to, the following activities:

9 1. Providing consultative assistance to improve in the specific areas targeted by the evaluating Principal,
10 the District Teaching Standards, or other areas of agreed upon perceived need.

11 2. Serving as a BTSA Support Provider when assigned an appropriate Beginning Teacher(s);

12 3. Observing the Participating Teacher during periods of classroom instruction;

13 4. Allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;

14 5. Attending specific training in specified teaching techniques or in designated subject matter;

15 6. Demonstrating good practices to the Participating Teacher.

16 H. Consulting Teachers shall maintain appropriate written records of each Participating Teacher's activities and
17 progress and shall complete a written report as prescribed in Section 3,C, of this document.

18 Section 8 - Budget Priorities and Considerations

19 A. The Program resources (i.e., the budget) shall be utilized in the following priority: first, for the Participating
20 Teachers with an unsatisfactory evaluation; second, for Beginning Teachers; third, for Voluntary Participating
21 Teachers.

22 B. The District shall not be required to allocate funds for the programs set forth in this document in addition to
23 those funds provided by the legislature for implementation. Continuation of the PAR Program is subject to
24 continued funding.

25 C. For purposes of budgeting, the cost of releasing Consulting Teachers for service in the Program shall, at the
26 maximum, be computed on the basis of a Column B, Step 1 replacement temporary teacher plus benefits and
27 fixed costs.

- 1 D. Joint Panel members shall receive an annual stipend of three thousand five hundred dollars (\$3,500) and work
2 an additional two (2) days; the chairperson shall receive five thousand dollars (\$5,000) and work an additional
3 two (2) days.
- 4 E. Consulting Teachers shall receive a minimum yearly stipend of four thousand three hundred dollars (\$4,300)
5 and shall work up to five (5) additional days each year on Program related matters as assigned by the Joint
6 Panel. Reflective Coaches shall receive a stipend equal to one-half (1/2) the Consulting Teacher stipend per
7 candidate. The Joint Panel will attempt to balance the work load of Consulting Teachers as it deems practical.
- 8 F. The Joint Panel may appropriately prorate stipends for partial year service.

9 Section 9 - Other Provisions

- 10 A. Functions performed by certificated unit members under this document shall not constitute either management
11 or supervisory functions as defined by [California Government Code Section 3540.1\(g\) and \(m\)](#).
- 12 B. Unit members who perform functions as Consulting Teachers or Panel members under this document shall
13 have the same protection from liability and access to appropriate defense as other public school employees
14 pursuant to [Division 3.6 \(commencing with Section 810\) of Title 1 of the California Government Code](#).
- 15 C. All documents and information relating to the participation in this Program will be regarded as a personnel
16 matter and subject to the personnel records exemption of the California Public Records Act ([Government Code](#)
17 [Section 6250](#), et seq.). The annual evaluation of the Program's impact, excluding any information on
18 identifiable individuals, shall be subject to disclosure under the Public Records Act.
- 19 D. All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed
20 except as required by law.
- 21 E. All confidential Documents for the Peer Program shall be maintained in the Human Resources office separately
22 from the individual personnel records, except as set forth in Section 3, Paragraph F above.
- 23 F. Nothing herein shall modify, or in any manner affect the rights of, the Governing Board/District under
24 provisions of the Education Code relating to the employment, classification, retention, or non-reelection of
25 certificated employees. Likewise, nothing herein shall modify or affect the District's right to issue notices of
26 unsatisfactory performance and/or unprofessional conduct pursuant to [Education Code Section 44938](#).

1 G. A Participating Teacher shall have the right to appear with representation by NEA-J before the Joint Panel to
2 present his/her point of view concerning any report being made.

3 H. Grievances concerning the Program shall be limited to a claim that the procedures specified in this document
4 have not been followed. No grievance shall challenge the Joint Panel's judgment in implementing the Program.

5 I. The Program may be revised by the mutual consent of the District and Association.
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1 ARTICLE XXIII

2 RESTRUCTURING

3 Section 1 - Board and Association Agreement Since restructuring entails changes in the status quo, the Parties agree
4 to negotiate those proposed changes which fall within the scope of bargaining.

5 Further, since this may be a continuing process, the Parties agree to the following guidelines to assist in
6 implementation of any Agreement waiver requests.

7 A. Association Procedure The Parties agree that the following procedures shall be used when unit members
8 submit proposed waivers of the collective bargaining Agreement to the Association for its approval:

9 1. The Agreement waiver that is being proposed must be reviewed by the school site faculty. In the
10 case that a group smaller than the entire faculty is affected, the affected body must review the
11 proposal. A two-thirds (2/3) affirmative secret ballot vote of the entire affected school site faculty
12 or affected smaller faculty group will be necessary for the waiver request to be considered by the
13 Association and the District. Balloting will be conducted by the Association.

14 2. The current Agreement language recommended for waiver must be identified and submitted to the
15 Association in writing along with the waiver request.

16 3. The proposed alternative language, if any, must be submitted to the Association along with the
17 waiver request.

18 The procedures specified in this subsection are considered internal to the Association and are therefore
19 specifically excluded from the grievance procedure.

20 B. Waivers When restructuring/education reform proposals require Agreement waivers, the District will refer
21 them to the Contract Administration Committee.

22 C. Written Agreement All agreements to modify, amend or otherwise change Agreement provisions will be by
23 mutual written agreement of the Parties. Each Party will determine its own procedures for ratifying any
24 written agreements which modify existing Agreement provisions.

25 Section 2 - Contract Administration Committee

26 A. Structure The Parties agree to establish a Contract Administration Committee composed of the
27 Superintendent and the Association President or designees plus two (2) additional representatives appointed

1 by each Party.

2 B. Purpose The purpose of this committee shall be to meet periodically as needed and mutually agreed, to
3 resolve Agreement administration issues related to this Article which may arise from time to time during the
4 term of this Agreement.

5 C. Authority The committee's authority to resolve Agreement administration issues is subject to ratification by
6 the Association and the District.

7 D. Duration Changes in the Agreement that are approved by the Association and the District shall be in existence
8 for a period of one (1) year unless specifically agreed to otherwise. If the faculty chooses to resubmit the
9 waiver request to the Association, the procedures in Section 1 must be followed.

10 E. Meeting Schedule The committee shall meet as determined by the Superintendent and the Association
11 President. Meeting times and locations shall be by mutual agreement.

12 F. Communication Minutes of meetings shall be kept and distributed as each Party deems appropriate.

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1 ARTICLE XXIV

2 NO STRIKE/NO LOCKOUT

3 Section 1 - Understanding

4 A. It is agreed and understood that the Association will not call or participate in a strike or work stoppage during
5 the term of this Agreement. The Association recognizes the duty and obligation of its representatives to
6 comply with the provisions of this Agreement and make every reasonable effort toward inducing all unit
7 members to do so.

8 In the event unit members represented by the Association participate in a strike or work stoppage during the
9 term of this Agreement, the Association will in good faith take appropriate steps to encourage a cessation of
10 such action.

11 B. The District agrees not to engage in a lockout during the term of this Agreement. Both Parties agree to utilize
12 the grievance procedures to resolve disputes during the term of this Agreement.

13 C. These clauses shall remain in effect during the term of this Agreement except when any contractually
14 provided reopeners are being negotiated.

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1 ARTICLE XXV

2 SAVINGS

3 Section 1 - Invalidation By External Agency If, during the life of this Agreement, there exists any applicable law or
4 any applicable rule, regulation, or order issued by an external governmental authority having jurisdiction which shall
5 render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be
6 suspended immediately but only to the extent required by the law, rule, regulation, or order. Such invalidation of a
7 part of this Agreement shall not invalidate any remaining parts of this Agreement.

8 Section 2 - Restoration Should such laws, rules, regulations, or orders be subsequently overturned by a higher court,
9 all rights, privileges, and benefits shall be restored to all affected unit members retroactive to the date of the initial
10 ruling if both rulings occur within the life of this Agreement or if retroactivity is required by the ruling.

11 Section 3 - Duty to Bargain In the event of suspension or invalidation by an external authority of any provision of this
12 Agreement, the parties shall, upon request of either party, meet and negotiate within thirty (30) days after such request
13 for the purpose of arriving at a mutually satisfactory replacement for such provision.

14 Section 4 - Technical Changes Any action by a legislative body to renumber or reorganize sections of codes, laws,
15 policies, or regulations cited in this Agreement shall be reflected in this Agreement without further negotiation.

1 ARTICLE XXVI

2 COMPLETION OF MEET AND NEGOTIATION

3 Section 1 – Ratification Upon ratification of this Agreement by the Association and the District, all provisions of this
4 Agreement will be put into effect and shall remain in effect for the term of the Agreement. There shall be no alteration
5 except by mutual consent of the Parties.

6 Section 2 – Negotiation for Following Years Nothing in this Article shall preclude the Parties from meeting and
7 negotiating for the purpose of arriving at a new or amended Agreement for following years.

8 Section 3 – Reopening Negotiations shall reopen if any external governmental authority having jurisdiction over the
9 District requires such reopening.

10 Section 4 – Printing and Distribution After ratification of this Agreement by both Parties, the District will print and
11 deliver to the Association enough copies for each member of the bargaining unit and an additional seventy-five (75)
12 copies for Association use. The Association will deliver a copy of the Agreement as ratified to each unit member.

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1 ARTICLE XXVII

2 NEGOTIATION PROCEDURES

3 Section 1 - Next Negotiation Not later than the third Monday in March of the expiration year of this Agreement, the
4 Parties will begin the negotiation process in accordance with state law for the purpose of reaching a subsequent
5 agreement.

6 Section 2 - Scheduling Negotiations shall take place at mutually agreeable times and places within five (5) workdays
7 of a request by either Party.

8 Section 3 - Representatives The District and the Association may discharge their respective negotiating duties by
9 means of authorized officers, individual representatives, or committees.

10 Section 4 - Release Time

11 A. The Association shall designate representatives who shall receive release time without loss of compensation
12 or sick leave to attend negotiation and/or impasse proceedings. Release time shall be in full-day increments.
13 One hundred (100) unit member work days shall be available for such purposes. Additional days may be
14 granted as needed.

15 B. Association representatives who attend a full-day negotiation session that continues beyond 10:00 p.m. shall
16 receive a release day without loss of compensation or sick leave on the day following the session unless it is
17 a non-scheduled work day.

18 Section 5 - Agendas The agenda for each session shall be developed by the two spokespersons. Either Party may
19 withdraw any item from the agenda for one (1) session in which case it shall be moved to the next session's agenda.

20 Section 6 - Observers or Substitutes Either Party shall give notice the day prior to the presence of any observer,
21 substitute, or consultant at a bargaining session.

22 Section 7 - Outside Aids Either Party may use the services of outside consultants, stenographers, and/or audio/visual
23 equipment to assist in the negotiations. However, no mechanical or electronic record of negotiations may be made.

24 Section 8 - Public Documents The District will provide the Association with a copy of any public document requested
25 by the Association which might be useful in the negotiation process. A charge not to exceed the actual cost of
26 reproduction may be levied.

27 Section 9 - Salary Placement If requested, the District shall furnish the Association with the February placement of

1 all personnel on the Basic Certificated Salary Schedule. In addition, the District in May shall furnish the Association
2 with the projected placement of all unit members for the following year.

3 Section 10 - Proposals Any proposal of a substantial nature that was not included as part of an initial proposal may be
4 excluded from current negotiations by the other Party.

5 Section 11 - News Releases All public news releases shall be made jointly except after completion of impasse
6 procedure. This does not preclude either Party from routinely communicating with its constituency.

7 Section 12 - Tentative Agreements Tentative Agreements will be reached on each Article. A tentative agreement
8 means that the Article is completed unless an obvious error is made. Tentative Agreements will only apply to written
9 proposals. Tentative Agreements will be signed or initialed and dated by both spokespersons.

10 Section 13 - Ratification After tentative agreement on the entire Agreement, it will be subject to ratification by the
11 Association and the Board of Education. Each Party will make a good faith effort to secure ratification by its
12 constituents. The Association will seek ratification first.

13 Section 14 – Contract Management Committee

14 A. Structure The Parties agree to establish a Contract Management Committee composed of the Superintendent
15 and the Association President or their designees plus up to two (2) additional representatives each.

16 B. Purpose The purpose of the committee shall be to meet to resolve issues related to the Agreement which may
17 arise during the term of this Agreement.

18 C. Authority The committee’s authority to resolve Agreement issues is subject to ratification by the Association
19 and the District.

20 D. Meeting Schedule Meeting times and locations shall be by mutual agreement.

21 E. Communications Minutes of meetings shall be kept and distributed, as each Party deems appropriate.

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1 NATIONAL EDUCATION ASSOCIATION - JURUPA

2 Executive Board

3 2021-2022

4 President, Wendy Eccles North Elem. Director, Ramona Sanchez

5 Vice-President, Josefina Castro South Elem. Director, Amber Jimenez

6 Secretary, Daniel Olguin West Elem. Director, Andrew Elliott

7 Treasurer, Melissa Davis East Elem. Director, Maurice Castro

8 East Secondary Director, Judith Hall Middle Sch. Director, AnnMarie McCoy

9 West Secondary Director, Kelleen Krockner

10 North Secondary Director, David Barnes

11 Bargaining Chair, David O'Rafferty

12 Bargaining Team Members: Diana Castelo, Amber Geldien, Kelly McArdle, Daniel Schaefer, and Jessica Schmidt

13
14
15 Office Address: 4651 Brookhollow Circle, Suite A, Jurupa Valley, CA 92509

16 Office Phone: (951) 681-7997

17 Website: neaj.org

18
19 Office Hours: M-F 8:30 a.m. – 4:30 p.m.

20
21 Citrus Belt UniServ: John Vigrass, UniServ Director

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APPENDIX
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PERSONNEL

SUBJECT: Sexual Harassment

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established pursuant to this policy and accompanying Administrative Regulations.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and Administrative Regulation.
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply.
3. Ensuring prompt, thorough, and fair investigation of complaints, consistent with the district's Title IX Sexual Harassment Complaint Procedures (AR 4119.12/4219.12/4319.12) or Nondiscrimination in Employment (AR 4030), as applicable.
4. Taking timely and appropriate corrective/remedial action(s).

Sexual Harassment Reports and Complaints

All complaints and allegations of sexual harassment shall be kept confidential to the extent possible. (2 CCR 11023)

District employees who feel that they are being or have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to the district's Title IX Coordinator/Nondiscrimination Coordinator, a supervisor, the principal, the Superintendent or designee, or any other District administrator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the

complaint.

Any supervisor or administrator who receives a sexual harassment complaint shall promptly notify the district's Title IX Coordinator/Nondiscrimination Coordinator.

Once notified, the district's Title IX Coordinator/Nondiscrimination Coordinator shall ensure the complaint is promptly addressed through the District's Title IX Sexual Harassment Complaint Procedures (AR 4119.12/4219.12/4319.12) or Nondiscrimination in Employment (AR 4030), as applicable. Complaints which do not meet the definition of sexual harassment under Title IX, may still be subject to consideration under state law and applicable District policy.

Any district employee determined to have engaged or participated in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with applicable law, district policy, and any applicable collective bargaining agreement.

Any district employee who permits unlawful sexual harassment, or fails to report an observed incident of sexual harassment, may be subject to disciplinary action up to and including dismissal.

Record-Keeping

In accordance with law, the Superintendent or designee shall maintain a record of all reported cases allegations of sexual harassment to enable the District to monitor, address, and prevent repetitive harassing behavior in District schools.

PERSONNEL

SUBJECT: Sexual Harassment

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of such conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20

USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Director of Educational Equity
4850 Pedley Road
Jurupa Valley, California 92509
(951) 360-4140

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

Approved: 12-7-92

revised: 1-19-99, 3-19-07, 2-17-15

revised: 11-2-15, 3-13-17, 1-18-22

A supervisory employee is any employee with the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.
12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or

Approved: 12-7-92

revised: 1-19-99, 3-19-07, 2-17-15

revised: 11-2-15, 3-13-17, 1-18-22

semester of the school year or whenever a new employee is hired

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual

harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

PERSONNEL – ALL PERSONNEL

SUBJECT: Complaints

Complaints

The Governing Board recognizes the need to establish a process to allow employees and job applicants to have their concerns heard in an expeditious and unbiased manner. The Board expects that employees will make every effort to resolve complaints and disagreements informally before filing a formal complaint.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

The Board prohibits retaliation against complainants. The Superintendent or designee may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint.

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

All matters related to a complaint shall be kept confidential and any document, communication, or record regarding the complaint shall be placed in a separate file and shall not be placed in an employee's personnel file.

(cf. 4112.6/4212.6/4312.6 - Personnel Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

35186 Williams uniform complaint procedures

44110-44114 Reporting by school employees of improper governmental activity

GOVERNMENT CODE

3543 Public school employees' rights

3543.1 Rights of employee organizations

53296-53299 Disclosure of confidential information; whistleblower

54957 Closed session; personnel matters

LABOR CODE

Adopted: 11-1-76

revised: 9-19-77

readopted: 1-2-90

Technical change: 10-28-91

revised: 2-3-97; 1-19-99

revised: 3-18-13

1102.5-1106 Whistleblower protections
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in district programs and activities

Management Resources:
WEB SITES
CSBA: <http://www.csba.org>

PERSONNEL

SUBJECT: Complaints

The procedure specified in this administrative regulation shall be used to investigate and resolve any complaint by an employee alleging misapplication of the district's policies, regulations, rules, or procedures or for "whistleblower" complaints by an employee or job applicant regarding an improper district activity including, but not limited to, an allegation of gross mismanagement, a significant waste of funds, an abuse of authority, or a specific danger to public health or safety.

Any of the time limits specified in the following procedure may be extended by written agreement between the district and complainant.

Step 1: Informal Complaint Process

Prior to instituting a formal, written complaint, the employee shall first discuss the issue with his/her supervisor or the principal of the school where the alleged act took place. Formal complaint procedures shall not be initiated until the employee has first attempted to resolve the complaint informally.

Step 2: Site Level Formal Complaint Process

If a complaint has not been satisfactorily resolved through the informal process in Step 1, the complainant may file a written complaint with his/her immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint. If an employee fails to file a written complaint within 60 days, the complaint shall be considered resolved on the basis of the preceding step.

In the written complaint, the employee shall specify the nature of the problem, including names, dates, locations, witnesses, the remedy sought by the employee, and a description of informal efforts to resolve the issue.

Within 10 working days of receiving the complaint, the immediate supervisor or principal shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 3: District Level Appeal

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the written response from the immediate supervisor or the principal. The complainant shall include all information presented to the immediate supervisor or principal at Step 2.

Within 10 working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation, including reviewing the investigation and written response by the immediate supervisor or principal at Step 2, and shall meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 4: Appeal to the Governing Board

If a complaint has not been satisfactorily resolved at Step 3, the complainant may file a written appeal to the Board within five working days of receiving the Superintendent or designee's response. All information presented at Steps 1, 2, and 3 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a written report describing attempts to resolve the complaint and the district's response.

The Board may uphold the findings by the Superintendent or designee without hearing the complaint or the Board may hear the complaint at a regular or special Board meeting. The hearing shall be held in closed session if the complaint relates to matters that may be addressed in closed session in accordance with law.

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall make its decision within 30 days of the hearing and shall send its decision to all concerned parties. The Board's decision shall be final.

Alternate Procedures

Complaints alleging unlawful discrimination on any basis specified in the district's nondiscrimination policies, including complaints of sexual harassment, shall be resolved in accordance with the district's procedure in BP/AR 4030 - Nondiscrimination in Employment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Complaints regarding unlawful discrimination in district programs or the district's failure to comply with state or federal laws regarding educational programs shall be resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, an urgent or emergency facility condition shall be resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures . (Education Code 35186; 5 CCR 4621)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

For complaints regarding working conditions or other subjects of negotiation, the employee shall use the grievance procedure specified in the applicable collective bargaining agreement.

NOTIFICATION TO TEACHER OF STUDENT DISCIPLINE MATTERS

Education Code 49079 requires that teachers be notified whenever a student violates or is suspected of violating, any section of Education Code 49079, with the exception of subsection

(h) for three years following the date of the violation. Such notification shall occur pursuant to the following procedure:

1. Each principal/designee shall produce a confidential list that identifies each pupil who has been suspended from school and cause each certificated employee to receive the list. At K- 6 school, such a list shall be updated once a month. At 7-8 and 9-12 school sites, the list shall be updated weekly.
2. At the beginning of each school year, the principal/designee shall produce a list that identifies each pupil who was suspended during the prior three school years and cause each certificated employee to receive the list.
3. Certificated employees shall receive any list of suspended pupils in a confidential manner and shall ensure that the identity of pupils on the list shall remain confidential and not be used for any purpose other than the limited intent of Education Code 49079.
4. Upon receipt of information from a source outside of the district confirming that a pupil may have violated any section of Education Code 48900, with the exception of subsection (h), the principal/designee shall place the pupil's name on the list described above. Such information may be derived from records maintained by the school district, or received from another school district, or from a juvenile court or other department of the juvenile justice system.
5. Certificated employees shall be notified of students returning from expulsion within two school days. The reason for expulsion shall be provided to the certificated employee upon receipt of this information by the principal/designee.

Education Code 49079

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew that the information was false or was made with a reckless disregard for the truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a), is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(Amended by Stats. 2000, Ch. 345, Sec. 2. Effective January 1, 2001.)

Jurupa Unified School District
EVALUATION AND ASSESSMENT
ELEMENTS (TEACHING UNIT
MEMBERS)

Name [Click here to enter text.](#) Site [Select Site](#) Assignment [Click here to enter text.](#)

By October 15, or if mutually agreeable by November 1, an evaluation conference must be completed. The purpose of the conference is to review the elements of evaluation, the observation/evaluation forms and to modify or create sub-elements as agreed.

1. Engaging and Supporting All Students in Learning.
 - a. Using knowledge of students to engage them in learning.
 - b. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
 - c. Connecting subject matter to meaningful, real-life contexts.
 - d. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
 - e. Promoting critical thinking through inquiry, problem solving, and reflection.
 - f. Monitoring student learning and adjusting instruction while teaching.

2. Creating and Maintaining Effective Environments for Student Learning.
 - a. Promote social development and responsibility within a caring community where each student is treated fairly.
 - b. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
 - c. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.
 - d. Creating a rigorous learning environment with high expectations and appropriate support for all students.
 - e. Developing, communicating, and maintaining high standards for individual and group behavior.
 - f. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
 - g. Using instructional time to optimize learning.

3. Understanding and Organizing Subject Matter for Student Learning.
 - a. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.
 - b. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.
 - c. Organizing curriculum to facilitate student understanding of subject matter.
 - d. Utilizing instructional strategies that are appropriate to the subject matter.
 - e. Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.
 - f. Addressing the needs of English learners and students with special needs to provide equitable access to the content.

EVALUATION AND ASSESSMENT ELEMENTS
(TEACHING UNIT MEMBERS)

1. Planning Instruction and Designing Learning Experiences for All Students.
 - a. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
 - b. Establishing and articulating goals for student learning.
 - c. Developing and sequencing long-term and short-term instructional plans to support student learning.
 - d. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
 - e. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

2. Assessing Students For Learning.
 - a. Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
 - b. Collecting and analyzing assessment data from a variety of sources to inform instruction.
 - c. Reviewing data, both individually and with colleagues, to monitor student learning.
 - d. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
 - e. Involving all students in self-assessment, goals setting, and monitoring progress.
 - f. Using available technologies to assist in assessment, analysis, and communication of student learning.
 - g. Using assessment information to share timely and comprehensible feedback with students and their families.

3. Developing as a Professional Educator/Adjunct Duties.
 - a. Reflecting on teaching practice in support of student learning.
 - b. Establishing professional goals and engaging in continuous and purposeful professional growth and development.
 - c. Collaborating with colleagues and the broader professional community to support teacher and student learning.
 - d. Working with families to support student learning.
 - e. Engaging local communities in support of the instructional program.
 - f. Managing professional responsibilities to maintain motivation and commitment to all students.
 - g. Demonstrating professional responsibility, integrity and ethical conduct.

EVALUATION AND ASSESSMENT ELEMENTS
(TEACHING UNIT MEMBERS)

4. Planning Instruction and Designing Learning Experiences for All Students.
 - a. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
 - b. Establishing and articulating goals for student learning.
 - c. Developing and sequencing long-term and short-term instructional plans to support student learning.
 - d. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
 - e. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

5. Assessing Students For Learning.
 - a. Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
 - b. Collecting and analyzing assessment data from a variety of sources to inform instruction.
 - c. Reviewing data, both individually and with colleagues, to monitor student learning.
 - d. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
 - e. Involving all students in self-assessment, goals setting, and monitoring progress.
 - f. Using available technologies to assist in assessment, analysis, and communication of student learning.
 - g. Using assessment information to share timely and comprehensible feedback with students and their families.

6. Developing as a Professional Educator/Adjunct Duties.
 - a. Reflecting on teaching practice in support of student learning.
 - b. Establishing professional goals and engaging in continuous and purposeful professional growth and development.
 - c. Collaborating with colleagues and the broader professional community to support teacher and student learning.
 - d. Working with families to support student learning.
 - e. Engaging local communities in support of the instructional program.
 - f. Managing professional responsibilities to maintain motivation and commitment to all students.
 - g. Demonstrating professional responsibility, integrity and ethical conduct.

EVALUATEE: _____ DATE: _____
EVALUATOR/TITLE: _____ DATE: _____

Original to Evaluatee

Copy One to Evaluator

JURUPA UNIFIED SCHOOL DISTRICT TEACHING UNIT MEMBER OBSERVATION FORM

Name: Enter Name **Assignment:** Enter Assignment **Site:** Select Site
Date of
Observation: Enter Date **Time:** Enter Time

Check the box that characterizes the teacher's predominant performance in each area below.

RATING: **E** – Exceeds Standards **M**- Meets Standards **I**-Needs Improvement **U**-Unsatisfactory

STANDARD 1 – ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	E	M	N	U
<i>Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect California Standards for the Teaching Profession (2009) and subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS Click here to enter text.				
STANDARD 2 – CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	E	M	N	U
<i>Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment California Standards for the Teaching Profession (2009) with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS Click here to enter text.				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Evaluatee's Initials _____</p> <p>Original to Evaluatee</p> </div> <div style="width: 45%;"> <p>Evaluator's Initials _____</p> <p>Copy One to Evaluator</p> </div> </div>				

Jurupa Unified School District
 Teaching Unit Member
 Observation Form

STANDARD 3 – UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	E	M	N	U
<i>Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.</i>	☐	☐	☐	☐
COMMENTS Click here to enter text.				
STANDARD 4 – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	E	M	N	U
<i>Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.</i>	☐	☐	☐	☐
COMMENTS Click here to enter text.				
Evaluatee's Initials _____ Evaluator's Initials _____ Original to Evaluatee Copy One to Evaluator				

Jurupa Unified School District
 Teaching Unit Member
 Observation Form

STANDARD 5 – ASSESSING STUDENTS FOR LEARNING	E	M	N	U
<p><i>Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Click here to enter text.

ADDITIONAL COMMENTS INCLUDING EXPLICIT DESCRIPTION OF PERFORMANCES RATED N or U (REQUIRED)

Click here to enter text.

TEACHER’S COMMENTS (OPTIONAL) *Additional comments may be attached.*

Click here to enter text.

Observer’s Signature _____ **Date** _____ **Teacher’s Signature** _____ **Date** _____

A signature on this form does not necessarily mean that the unit member agrees with the opinions expressed but indicates that the employee has read the evaluation and has been given an opportunity for discussion and written response.

Original to Evaluatee

Copy One to Evaluator

Jurupa Unified School District – Teaching Unit Member – Evaluation Form

NAME Enter name ASSIGNMENT Enter Assignment SITE Select Site DATE Select Date

Date(s) of Observation(s) Enter observation dates Date of Last Evaluation Select Date

Evaluator: Check the box that characterizes the evaluatee’s predominant performance in each area below.

RATING: E – Exceeds Criteria M- Meets Criteria I-Needs Improvement U-Unsatisfactory

STANDARD 1 – ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	E	M	N	U*
<i>Teachers know and care about their students in order to engage them in learning. They connect learning to students’ prior knowledge, backgrounds, life experiences, and interests. They connect California Standards for the Teaching Profession (2009) and subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS/COMMENDATIONS/RECOMMENDATIONS Click here to enter text.				

**Permanent teaching unit members who receive two or more unsatisfactory ratings in Standards 1, 3 or 4 shall be rated as unsatisfactory overall and shall be referred to the District Peer Assistance and Review program.*

STANDARD 2 – CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	E	M	N	U*
<i>Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment California Standards for the Teaching Profession (2009) with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS/COMMENDATIONS/RECOMMENDATIONS Click here to enter text.				

Evaluatee’s Initials

Evaluator’s Initials

Original to Evaluatee

Copy One to Evaluator

Copy Two to Human Resources

Jurupa Unified School District – TEACHING UNIT MEMBER EVALUATION FORM

STANDARD 3 – UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	E	M	N	U*
<i>Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS/COMMENDATIONS/RECOMMENDATIONS
 Click here to enter text.

***Permanent teaching unit members who receive two or more unsatisfactory ratings in Standards 1, 3 or 4 shall be rated as unsatisfactory overall and shall be referred to the District Peer Assistance and Review program.**

STANDARD 4 – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	E	M	N	U*
<i>Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS/COMMENDATIONS/RECOMMENDATIONS
 Click here to enter text.

STANDARD 5 – ASSESSING STUDENTS FOR LEARNING	E	M	N	U
<i>Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS/COMMENDATIONS/RECOMMENDATIONS
 Click here to enter text.

Evaluatee's Initials

Evaluator's Initials

Original to Evaluatee

Copy One to Evaluator

Copy Two to Human Resources

Jurupa Unified School District – TEACHING UNIT MEMBER EVALUATION FORM

STANDARD 6 – DEVELOPING AS A PROFESSIONAL EDUCATOR	E	M	N	U
<i>Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS/COMMENDATIONS/RECOMMENDATIONS
 Click here to enter text.

ADDITIONAL COMMENTS INCLUDING DESCRIPTION OF UNSATISFACTORY PERFORMANCE (REQUIRED)
 Click here to enter text.

OVERALL EVALUATION (Check One):

- EXCEEDS DISTRICT STANDARDS**

 MEETS DISTRICT STANDARDS

 NEEDS IMPROVEMENT

 UNSATISFACTORY*

***PAR REFERRAL (Check if applicable)**

Permanent teaching unit members who receive two or more unsatisfactory ratings in Standards 1, 3 or 4 shall be rated as unsatisfactory overall and shall be referred to the District Peer Assistance and Review (PAR) program.

EVALUATEE’S COMMENTS (OPTIONAL) *Additional comments may be attached.*
 Click here to enter text.

Evaluatee’s Signature _____ Date _____ Evaluator’s Signature _____ Date _____

A signature on this form does not necessarily mean that the unit member agrees with the opinions expressed but indicates that the employee has read the evaluation and has been given an opportunity for discussion and written response.

Original to Evaluatee Copy One to Evaluator Copy Two to Human Resources

Jurupa Unified School District
EVALUATION AND ASSESSMENT
ELEMENTS(NON-TEACHING UNIT
MEMBERS)

Name _____ Site _____ Assignment _____

By October 15, or if mutually agreeable by November 1, an evaluation conference must be completed. The purpose of the conference is to review the elements of evaluation, the observation/evaluation forms and to modify or create sub-elements as agreed. If the parties agree to modify and/or omit formal scheduled observations, a plan for conducting observations shall be attached. A mid-year conference to review the unit member's progress shall be held.

1. ADHERENCE TO ESTABLISHED PROCEDURES WITHIN THE SCOPE OF THE UNITMEMBER'S ASSIGNMENT
 - a. Implements established programs and provides required services.
 - b. Maintains required records in an accurate and timely manner.
 - c. Complies with adopted guidelines and school procedures.
 - d. Supports District and school goals and objectives applicable to the unit member's assignment.
 - e. Fulfills adjunct duties as defined by the Collective Bargaining Agreement.

2. FULFILLMENT OF RESPONSIBILITIES AND DUTIES TO STUDENTS, PARENTS AND STAFF
 - a. Is accessible to students, parents and staff.
 - b. Communicates effectively with students, parents and staff.
 - c. Works cooperatively with students, parents and staff.
 - d. Uses discretion in handling confidential information.

3. DEMONSTRATION OF KNOWLEDGE AND SKILLS OF THE ASSIGNMENT
 - a. Demonstrates and applies current knowledge related to the assignment.
 - b. Plans work throughout the year to meet required timelines.

4. OPTIONAL ADDITIONAL ELEMENT(S) BY MUTUAL AGREEMENT (attached):

EVALUATEE: _____ DATE: _____
EVALUATOR/TITLE: _____ DATE: _____

Original – Evaluatee

Copy One to Evaluator

Jurupa Unified School District – Non-Teaching Unit Member – Evaluation Form

Additional Commendations/Recommendations: _____

Explicit Description of Performance Marked I or U (required): _____

Evaluatee's Comments (optional): _____

Overall Rating: Meets/Exceeds Criteria Needs Improvement Unsatisfactory

Evaluatee's Signature _____ Evaluator's Signature _____

A signature on this form does not necessarily mean that the unit member agrees with the opinions expressed but indicates that the employee has read the evaluation and has been given an opportunity for discussion and written response.



Original to Evaluatee



Copy "One" to Evaluator



Copy "Two" to Human Resources

Diagram 1

Program Structure for Participating Teachers With Unsatisfactory Evaluations

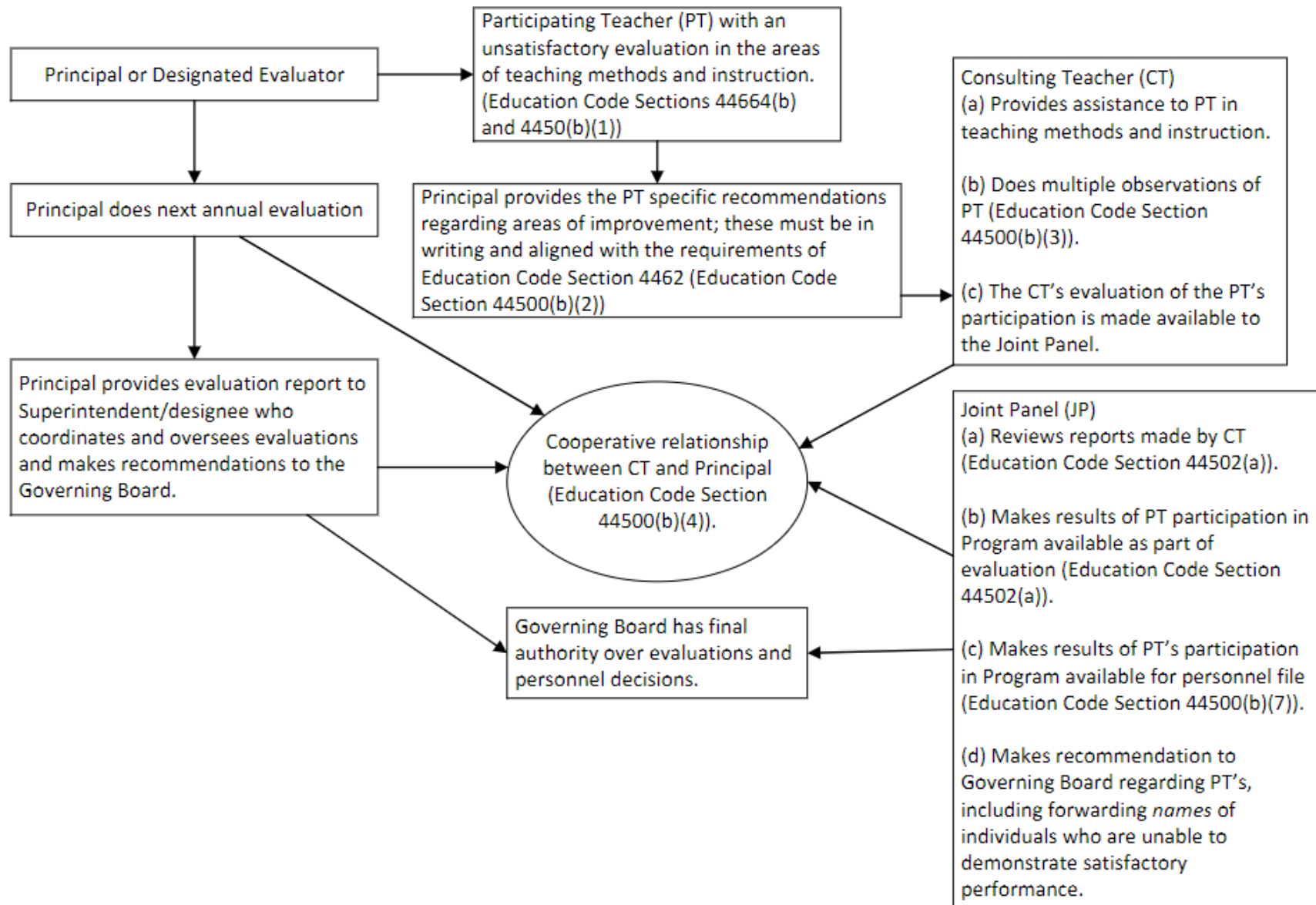


Diagram 2

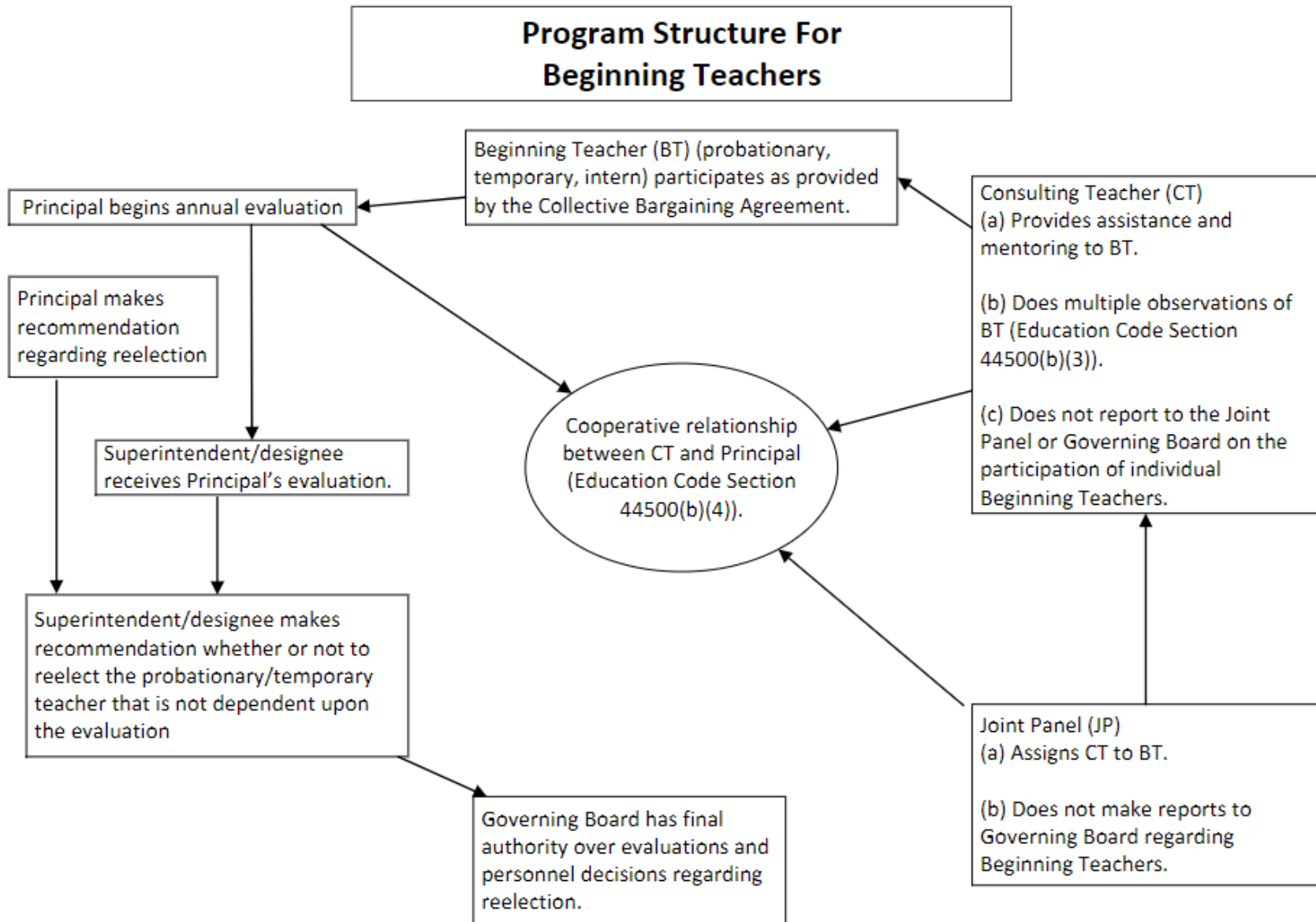
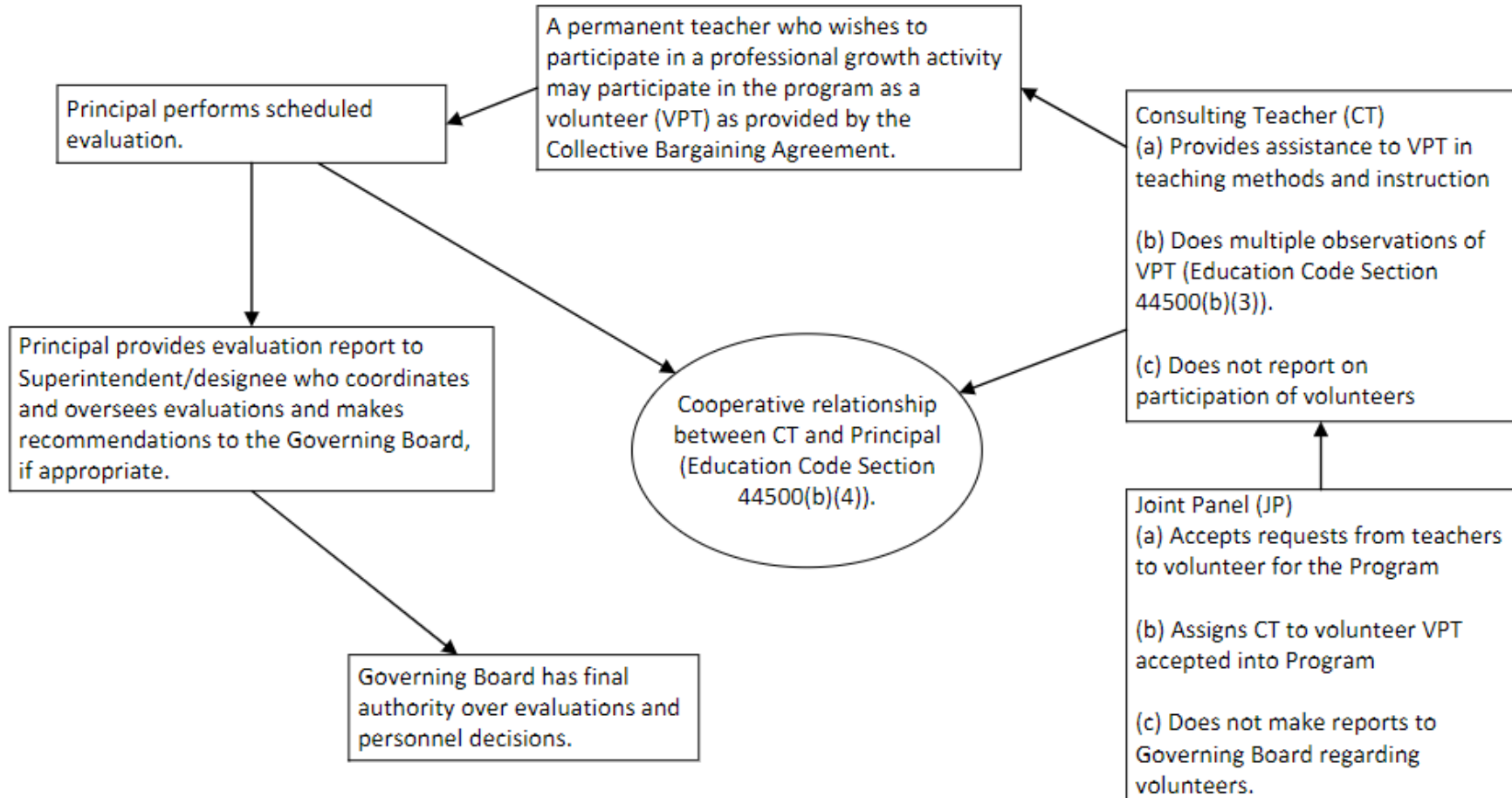


Diagram 3

Program Structure for Voluntary Participating Teachers



JURUPA UNIFIED SCHOOL DISTRICT

Basic Information Regarding Sick Leave

1. Full-time members are entitled to (1) day of sick leave for illness or injury for every nineteen (19) days, or major portion thereof, of assigned service with a minimum allocation of ten (10) days per full work-year.
2. Unit members who work less than a full day, or less than a five (5) day week, or less than a full work-year are entitled to sick leave in the ratio which their service bears to full-time service.
3. Sick leave is cumulative from year-to-year without limit.
4. Unit members who are employed for Summer School/Extended Year will earn sick leave at a rate of one (1) day per nineteen days of employment. However, no more than two (2) days of sick leave per fiscal year may be earned this way.
5. Use of sick leave for unit members will be charged in half-day increments. Any unit member leaving the assignment prior to the completion of one-half the normal workday will be charged with one (1) full day of sick leave. A unit member leaving after completion of one-half or more of the regular workday will be charged with one-half day of sick leave.
6. Annual sick leave is credited to the unit member's account at the beginning of each fiscal year. The amount of sick leave that you can use at any one time is the total amount credited to your account, whether or not it is already earned.

Questions Most Commonly Asked Regarding Sick Leave

Q. How are hours of sick leave accrued?

A. Full Time – Sick leave is advanced on July 1. Full time employees receive 10 days

Part Time – Sick leave is advanced on July 1. Sick leave is prorated by the percentage of their assignment. For example a person assigned to work 80% (4 days a week/8 hours a day) receives 8 days of sick leave at 8 hours a day.

A person who works 80% (5 days a week/6.4 hours a day) receives 10 days of sick leave at 6.4 hours a day.



Q. How is sick leave deducted?

A. Full Time – 8 hours is deducted for a full day of 4 hours for a half-day. If the unit member leaves prior to completion of on half of the normal workday they are charged for one full day of sick leave.

Part Time – Part time are charged in the same manner. For example – a person working 80% (5 days a week/6.4 hours a day) would be deducted 6.4 hours for a full days sick leave or 3.2 hours for one-half day.



Q. Is sick leave added and deducted based on 10 months?

A. Yes



Q. Is sick leave that is accrued in one-half day amounts (for example – 3.2 hours) rounded off or figured exactly? And is it deducted exactly or rounded off?

A. Sick leave for part-time employees is accrued and deducted based on the exact figures; it is not rounded off.



Q. If a day of sick leave is earned in summer school, what is the amount earned? Is it accrued as hours of one full day (8 hours)? How does it get deducted in the regular year?

A. Sick leave for summer school is earned as a full day (8 hours). This sick leave is deducted at 8 hours for full day and 4 hours for one-half day.



Q. Do teachers who teach summer school at Nueva Vista accrue sick leave, if so, how much?

A. Yes. Employees earn 1 day of sick leave for each 19 days they work. If they work 10 days they would receive one-half day sick leave. IF they work 11-19 days they receive a full day.



Q. Can accrued summer school sick leave be used during the regular school year?

A. Yes. There may be occasions during summer school where an employee may be out of sick leave before the July 1 advance. If this occurs, then the individual is sub-docked for that day. This would only occur if the employee was out ill during the summer school days in June and had exhausted the prior year's sick leave.



Q. Do people (Certificated) accrue sick leave for teaching Adult Education? If so, how is this calculated?

A. Adult Education teachers earn one hour of sick leave for every 19 hours they work.



Q. Is it possible to have two “pots” of sick leave if a person has taught in Adult Education and then also in a regular assignment? How does this affect STRS?

A. Individuals teaching both a regular assignment and Adult Education do have two “pots” of sick leave. Adult Education teachers receive one hour of sick leave for every 19 hours they work. This sick leave is tracked separately and is used for absences related to their Adult Education job only. The sick leave for their regular assignment is advanced on July 1 (10 days) for a full time employee. This sick leave is used for absences related to their regular assignment.

Sick leave earned for Adult Education is not reportable to STRS, only sick leave earned for the regular contract and summer school.

JURUPA UNIFIED SCHOOL DISTRICT

BASIC INFORMATION REGARDING MATERNITY LEAVE

If you want to request a Maternity Leave, you should:

1. Inform your supervisor and the Human Resources in a timely manner.
2. Fill out a maternity leave request form and attach your physician's statement, if available. The normal maternity period is six consecutive calendar weeks (42 days). The dates may be corrected, if necessary, at a later date. The form may be obtained from the Human Resources, your school secretary, or online.
3. During your pregnancy, keep your supervisor and the Human Resources informed if there are any changes in your leave request.

Other information about Maternity Leave includes:

- * You are entitled to two (2) days Parental Leave immediately following the birth of your child. After two (2) days Parental Leave, your six-week maternity leave period begins (42 consecutive calendar days). Sick leave can be used on any regular workday during this period. Should you not have any sick leave available, you will receive differential pay.
- * You will be expected to return to work after the 42nd day. You are to provide a doctor's "return to work" note prior to your return.
- * Additional sick leave beyond 42 days may be used on doctor's recommendation if there are complications resulting from childbirth.
- * Additional days may be requested as special leave.

Questions Most Commonly Asked Regarding Maternity Leave

Q. What if I want time off before the baby comes?

A. If the doctor feels you need to be off work, you can take the time off as illness leave. If you do not get a doctor's off-work slip, you may request the time off as special leave.



Q. What should the note from my doctor say?

A. Your physician's statement should indicate dates you are unable to work.



Q. How do I adjust pre-approved leave dates if the baby comes before or after the expected due date?

A. Once your baby is born, notify the Human Resources, and your maternity leave dates will be adjusted accordingly.



Q. Do I have to use my accrued sick leave for the days I am absent?

A. Absences for maternity purposes are normally charged against sick leave.



Q. What if I have used all my sick leave?

A. If you go on maternity leave but are out of sick leave, you will receive differential pay.



Q. What is “differential pay”?

A. Differential pay is the difference between your daily rate of pay and the substitute teacher’s rate of pay. Differential pay is received if you are out of sick leave.



Q. Can I request unpaid leave rather than use my sick leave?

A. Yes. You may request a non-paid leave for maternity purposes for a maximum period of one (1) year.



Q. How is my pay affected if all or some of the six-week maternity period falls at a time when I am not scheduled to work (i.e., Summer, Spring Recess, etc.)?

A. You cannot use sick leave (and therefore be paid) on days not part of your regular work year. The maternity period is for six consecutive calendar weeks following your child’s birth, regardless of whether it is during scheduled work time or not.



Q. If I have more than six weeks of sick leave accrued, can I use the excess to extend my maternity leave?

A. No, unless your doctor feels you are unable to return to work.



Q. Can I request the substitute teacher I want?

A. Yes. You can call the Human Resources and they can assist in facilitating your request. Your principal will also be consulted prior to assigning a substitute.



Q. Is the day the baby is born considered Parental Leave or Illness?

A. The day the baby is born is considered an illness leave day if it would otherwise have been a workday for you. Parental Leave is granted "upon the occasion of the birth" (the two days immediately following the baby's birth).



Q. Do I have to stay off work for the full six (6) weeks or can I come back to work before the six (6) weeks are up?

A. You may come back to work according to the return to work notice signed by your doctor. You must submit the return-to-work notice before you can resume working.



Q. Do my health and welfare benefits continue while I am out on Maternity leave? How do I pay my portion during that time?

A. Your health and welfare benefits will be maintained during a maternity leave absence in the same manner as during an illness leave absence if you are not on unpaid leave. In case of an unpaid leave, you should contact the Human Resources for additional information, and/or the Benefits Department regarding methods of retaining coverage.



Q. Are the benefits and procedures for Adoption Leave the same as for Maternity Leave?

A. Yes



Q. When I return from leave, will I be at the same school with the same teaching assignment?

A. If your absence is for five (5) months or longer, you are not guaranteed placement at the same school and/or assignment that you held before your absence.

Questions Regarding Baby Bonding Leave AB2393

Q. What is Baby Bonding Leave?

- A. Baby Bonding Leave falls within the California Family Rights Act. Certificated employees may use their sick leave for baby bonding purposes for up to 12 work weeks.



Q. How do I know if I qualify for Baby Bonding Leave?

- A. Contact the Human Resources office. Baby Bonding Leave is for the birth, adoption, or foster placement of a child.



Q. How many weeks do we get for Baby Bonding?

- A. 12 work weeks that can be taken within the first year of the birth, adoption, or foster placement of the child. Time must be taken in a minimum duration of two-week blocks. However, on no more than two occasions, less than two weeks may be granted.



Q. Is Baby Bonding considered paid leave?

- A. Yes, Baby Bonding Leave is paid out of your sick leave. If sick leave is exhausted, you will be paid your differential payrate up to 12 work weeks.



Q. Do my health and welfare benefits continue while I am taking baby bonding leave regardless if I am using sick leave or on differential pay?

- A. Yes.

JURUPA UNIFIED SCHOOL DISTRICT

Questions Most Commonly Asked Family and Medical Leave

Q. What is Family and Medical Leave?

- A.** The term “Family and Medical Leave” is a composite which represents three different laws: the FAMILY AND MEDICAL LEAVE ACT of 1993 (FMLA), the CALIFORNIA FAMILY RIGHTS ACT of 1993 (CFRA) and the California PREGNANCY DISABILITY LEAVE ACT (PDLA).

Family and Medical Leave (FML) is available if you must take leave for the birth and care of a newborn child, or adoption or foster care placement; or to care for a child, parent, or spouse with a serious health condition; or for your own serious health condition, as well as Military Caregiver Leave.



Q. Don't I already get leave for that purpose?

- A.** In general, employees already have many leave options in the event they must be absent due to their own illness; the illness of a child, parent, or spouse; or due to the birth or adoption of a child.



Q. What additional benefit would I receive under family and medical leave?

- A.** Under the above laws, qualified employees may be entitled to the employer's contribution toward their medical insurance premiums, even if on unpaid leave, for up to 12 weeks.



Q. Who is eligible for family and medical leave?

- A.** You qualify for FML if the leave is for a purpose described above; and you have been employed by JUSD for a total of 12 months; and you have worked at least 1,250 hours (excluding all paid and unpaid time over the previous 12 months; and you have not taken 12 weeks of FML during the 12 months prior to the present request.



Q. How much time can I take under FML?

- A.** Under FML, you may take up to 12 workweeks of leave in a 12-month period. FML runs concurrently (at the same time) as paid leave, such as sick leave, personal necessity, etc.



Q. Both parents work for the district. Can both take 12 weeks of FML for birth/adoption (a total of 24 weeks)?

A. No, if both parents work for the same employer, the law restricts family leave to a total of twelve weeks between the two persons.



Q. I have reason to request the leave and I think I qualify. What is my next step?

A. Contact the Human Resources office.



DEFINITIONS

A **child** is a “biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis” who is under age 18 or 18 or over and incapable of self-care because of mental or physical disability.

A **spouse** is a husband or wife.

A **parent** is a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child. A stepparent or grandparent who raised or helped raise an employee as a child would be considered a parent. It does not include “in-laws”.

A **serious health condition** requires inpatient or inpatient-type care, or the employee (or family member) is incapacitated for at least three consecutive working days and the condition requires continuing treatment (two or more times) by a health care provider or treatment on at least one occasion that leads to a regimen of continuing treatment under the supervision of the provider.

Examples of serious health conditions include such problems as heart attack, heart conditions requiring bypass operations, most cancers, strokes, emphysema, pneumonia, and appendicitis.

Examples of conditions which are EXCLUDED from FML, are common colds, flu, earaches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, absence because of use of a controlled substance (as opposed to absence for treatment form substance abuse).

JURUPA UNIFIED SCHOOL DISTRICT

Questions Most Commonly Asked Regarding Part-Time Employment and Shared Assignments

Q. What must I do to be considered for part-time employment?

- A.** Write a letter to the Assistant Superintendent of Human Resources requesting part-time employment. Be sure to specify what percent you are requesting. The earlier the request is received (February-March is best) the greater the possibility that your request will be honored.



Q. What happens next?

- A.** The Assistant Superintendent will talk with your current principal. Some principals feel that part-time/shared assignments work well, and others do not feel that way. The fact that someone else on the staff is interested or that you know of someone who would like to be hired will not necessarily help.



Q. When will I know?

- A.** As soon as an assignment is made, you will be notified. Sometimes these assignments have been made in a matter of hours, while others have taken months. It is not always possible to honor all requests, so the earlier the request is made the better the chances are.



Q. Will a part-time assignment keep me from moving up on the salary schedule?

- A.** The time you spend working as part-time employee will be totaled each September. If you have worked 75% of a regular work year (138 days), you will be advanced a step on the schedule. If not, you may advance the following year if you have a combined, two-year total of 138 days



Q. What about health and welfare benefits?

- A.** Benefits will be pro-rated. If you work less than a full day or less than a five day week or less than a full work year, you shall receive benefit in the ratio that your service bears to full time service.



Q. Would part-time employment affect my seniority?

A. It would not affect seniority. Seniority is determined by first day of your paid probationary service.



Q. Is it my responsibility to find a person to job-share with?

A. Yes. If you know someone who would be interested in job-sharing, you can notify the Assistant Superintendent of Human Resources. The Assistant Superintendent may also know of another person who is interested in job-sharing.



Q. Would reducing to part-time status affect my ability to return to a full-time position at a later date?

A. Possibly. A part-time unit member, other than one participating in the Pre-retirement Program, who has earned tenure as a full-time unit member and who has not been on part-time status longer than three years shall be allowed to return to full-time status at the beginning of the next school year if written notification of such intent is given to the District no later than February 15. However, if a tenured full-time unit member has been on part-time status longer than three years, the District is not obligated to find a full-time assignment at the unit member's request.

