

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

**Collective Bargaining  
Agreement**



July 1, 2017  
June 30, 2020

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I.	- <a href="#">Recognition</a>	1
II.	- <a href="#">Duration</a>	4
III.	- <a href="#">District Rights</a>	5
IV.	- <a href="#">Association Rights</a>	7
V.	- <a href="#">Unit Member Rights</a>	12
VI.	- <a href="#">Safety</a>	21
VII.	- <a href="#">Hours of Duty</a>	27
VIII.	- <a href="#">Class Size</a>	42
IX.	- <a href="#">Evaluation Procedures</a>	50
X.	- <a href="#">Personnel Files</a>	62
XI.	- <a href="#">Absences and Leaves</a>	65
	1. <a href="#">General Leave Provisions</a>	65
	2. <a href="#">Association Leave</a>	66
	3. <a href="#">Bereavement Leave</a>	68
	4. <a href="#">Catastrophic Leave</a>	69
	5. <a href="#">Court Appearance Leave (Other Than Jury Duty)</a>	74
	6. <a href="#">Family Care and Medical Leave</a>	75
	7. <a href="#">Industrial Accident and Illness Leave</a>	75
	8. <a href="#">Jury Duty Leave/Official Appearance Leave</a>	76
	9. <a href="#">Maternity Leave/Adoption Leave</a>	77
	10. <a href="#">Parental Leave</a>	79
	11. <a href="#">Personal Necessity Leave</a>	79
	12. <a href="#">Professional Growth Leave</a>	82
	13. <a href="#">Sick Leave</a>	82

<u>Article</u>	<u>Page</u>
XI. - <a href="#"><u>Absences and Leaves (Continued)</u></a>	
14. <a href="#"><u>Special Leave</u></a>	86
15. <a href="#"><u>Unpaid Disability Leave</u></a>	86
XII. - <a href="#"><u>Transfer and Reassignment</u></a>	88
XIII. - <a href="#"><u>Work Years</u></a>	98
XIV. - <a href="#"><u>Basic Compensation</u></a>	101
1. <a href="#"><u>Salary Schedules (Effective July 1, 2017)</u></a>	110,111
2. <a href="#"><u>Schedule II</u></a>	112
XV. - <a href="#"><u>Extra Compensation</u></a>	113
1. <a href="#"><u>Schedule III (Effective July 1, 2014)</u></a>	123
2. <a href="#"><u>Schedule IV (Effective July 1, 2014)</u></a>	126
XVI. - <a href="#"><u>Reimbursements</u></a>	127
XVII. - <a href="#"><u>Health and Welfare Benefits</u></a>	130
XVIII. - <a href="#"><u>Supplemental Retirement Benefits</u></a>	134
XIX. - <a href="#"><u>Reduced Workload Program</u></a>	136
XX. - <a href="#"><u>Early Retirement Incentive Program</u></a>	138
XXI. - <a href="#"><u>Grievance Procedure</u></a>	142
XXII. - <a href="#"><u>PAR-Peer Assistance and Review Program</u></a>	148
XXIII. - <a href="#"><u>Restructuring</u></a>	160
XXIV. - <a href="#"><u>No Strike/No Lockout</u></a>	162
XXV. - <a href="#"><u>Savings</u></a>	163
XXVI. - <a href="#"><u>Completion of Meet and Negotiation</u></a>	164
XXVII. - <a href="#"><u>Negotiation Procedures</u></a>	165

[NATIONAL EDUCATION ASSOCIATION REPRESENTATIVES](#)

[APPENDIX](#)

1 ARTICLE I

2 RECOGNITION

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

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

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

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

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

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

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

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

19 DISTRICT: DEPUTY SUPERINTENDENT-PERSONNEL SERVICES  
20 Jurupa Unified School District  
21 4850 Pedley Road  
22 Jurupa Valley, CA 92509  
23 ASSOCIATION: PRESIDENT  
24 National Education Association - Jurupa  
25 4651 Brookhollow Circle, Suite A  
26 Jurupa Valley, CA 92509

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

3 //

4 //

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

ARTICLE II

DURATION

Section 1 - Duration. This Agreement shall be effective July 1, 2017 until June 30, 2020 unless another effective date is specified elsewhere in the Agreement. Other effective dates include summer school (Schedule IV) and the basic hourly rate (Schedule IV) which will be effective for work performed from the date NEA-J ratifies the Agreement.

Section 2 - Reopeners.

- A. Reopeners for the 2018-2019 and 2019-2020 school years shall include Article XIV-Basic Compensation and Article XVII-Health and Welfare and and up to two additional articles selected by each party.
- B. Additionally, the Parties agree to negotiate the impact of new legislation including legislation by ballot initiative, and/or judicial decision insofar as the impact is within the scope of bargaining.

//

//

1 ARTICLE III

2 DISTRICT RIGHTS

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

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

23 Section 3 - Limitations. The District shall be limited in the exercise of the  
24 foregoing powers, rights, authority, duties, and responsibilities by the laws  
25 and Constitutions of California and the United States, the provisions of  
26



1 this Agreement, and the duty of the District to meet and negotiate in good faith  
2 with the Association in matters relating to the scope of representation, and to  
3 consult with regard to other appropriate matters except as limited by the  
4 Article "Completion of Meet and Negotiation."

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

15 //

16 //

17

18

19

20

21

22

23

24

25

26

1 ARTICLE IV

2 ASSOCIATION RIGHTS

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

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

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

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

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

26 Section 6 - Membership/Service Fees. Each unit member shall, within thirty  
27 (30) days of the effective date of this Agreement or within thirty (30) days of

1 the commencement of assigned duties, either be a member of the Association or  
2 pay a service fee to the Association, except as provided for in Section 12,  
3 "Religious Objectors." This fee shall equal regular membership dues and  
4 assessments, adjusted as required by law.

5 Section 7 - Maintenance of Membership. Each unit member who, after the effective  
6 date of this Agreement, is a member of the Association and each unit member who  
7 becomes a member after that date shall maintain his/her membership in the  
8 Association through the term of the Agreement. The District agrees not to honor  
9 any requests by unit members for cancellation of dues deduction from salary  
10 received during this period.

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

14 Section 9 - Deductions. Any unit member who is a member of the Association or  
15 who has applied for membership may sign and deliver to the District a written  
16 statement authorizing deduction of unified membership dues in the Association.  
17 Such authorization shall continue in effect from year to year unless revoked in  
18 writing. Pursuant to such authorization, the District shall deduct one-tenth  
19 (1/10) of such dues from the regular salary warrant of the unit member each  
20 month for ten (10) months. Deductions for unit members who sign such  
21 authorization after the commencement of the school year shall be appropriately  
22 prorated to complete payments by the end of the school year. Upon appropriate  
23 written authorization from the unit member, the District shall deduct from the  
24 salary of any unit member and make appropriate remittance for annuities, credit  
25 union, savings bonds, charitable donations or any other plans or programs  
26 jointly approved by the Association and District.

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

11 Section 11 - Religious Objectors. Any unit member who is a member of a religious  
12 body whose traditional tenets or teachings include objections to joining, or  
13 financially supporting employee organizations shall not be required to join,  
14 maintain membership in, or financially support the Association as a condition  
15 of employment. Such unit member shall be required, in lieu of a service fee,  
16 to pay sums equal to such service fee to one of the following non-religious,  
17 non-labor organizations, charitable funds exempt from taxation under [Section](#)  
18 [501\(c\) \(3\) of Title 26 of the Internal](#)  
19 [Revenue Code](#):

- 20 a. Foundation to Assist California Teachers
- 21 b. NEA-Jurupa Christa McAuliffe Memorial Scholarship Fund
- 22 c. Rubidoux Lions Club - Sight Fund

23 Proof of such payment(s), along with verifiable evidence of membership in a  
24 religious body whose traditional tenets or teachings object to joining or  
25 financially supporting employee organizations, shall be made on an annual basis  
26 to the District and Association as a condition of continued exemption from the  
27 provisions of Section 7. Proof of payment shall be in the form of an authorized

1 payroll deduction, or in the form of receipts and/or canceled checks indicating  
2 the amount paid, date of payment, and to whom payment in lieu of service fee  
3 has been made. Such proof shall be made within thirty (30) days of ratification  
4 of this Agreement and within thirty (30) days of the beginning of the unit  
5 member's work year thereafter.

6 Section 12 - Information. The Association shall furnish any information needed  
7 by the District to fulfill the provisions of this Article.

8 Section 13 - Association Grievance. The Association has the right to act as a  
9 grievant as specified in the Grievance Procedure Article of this Agreement.

10 Section 14 - Hold Harmless Clause. The Association shall indemnify, defend,  
11 and hold harmless the District, the District's Board of Education, including  
12 each individual School Board member, the employees acting within the scope of  
13 their employment, agents, and representatives of the District against any and  
14 all claims, demands, suits, or other forms of liability, including but not  
15 limited to, wages, damages, judgments, fees, fines, court costs, attorney fees,  
16 and any back pay, penalties, or awards resulting from any court, arbitrator or  
17 PERB order, judgment, or settlement which may arise by reason of, or resulting  
18 from the operation of this Article. The Association shall bear all costs of  
19 defending against any and all such claims, demands, suits, or other forms of  
20 liability, including, but not limited to, court costs, attorney fees, and all  
21 other costs of litigation. Upon commencement of such  
22 legal action, the Association shall have the exclusive right to decide and  
23 determine whether any claim, liability, suit or judgment made or brought against  
24 the District or Association because of such action shall or shall not be  
25 compromised, resisted, defended, tried, or appealed. The Association's decision  
26 thereon shall be final and binding upon all parties protected by this Section.  
27 This paragraph shall not be construed as a waiver on the part of the District,

1 Board of Education, or any individual protected by this Section of any claim  
2 against the Association for failing to act in good faith in settling a claim or  
3 any failure to competently defend and hold them harmless, or in cases where the  
4 Association seeks redress for the District's alleged failure to comply with the  
5 operation of this Article.

6 Within ten (10) days of proper service of a claim, demand, suit, or other legal  
7 action against any protected party, the District shall inform the Association  
8 and provide the Association with copies of any documents received as a result  
9 of the legal action. Upon request, the District shall provide the Association's  
10 legal counsel with documents and information reasonably related to providing a  
11 defense.

12 Section 15 - Meet and Confer.

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

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

26 //

27 //

1 ARTICLE V

2 UNIT MEMBER RIGHTS

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

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

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

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

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

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

23 Section 5 - Public Complaint Procedure.

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

26 B. The District recognizes the integrity and professionalism of unit  
27

1 members and desires to support their actions in such a manner that they  
2 are freed from unnecessary, spiteful, or negative criticism and complaints  
3 by a member of the public. The District acknowledges that the procedures  
4 outlined herein include complaints from parents and community members.

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

8 1. Complaints concerning unit members should, whenever possible, be  
9 made by the complainant directly to the unit member against whom  
10 the complaint is lodged.

11 2. Complaints not resolved at the informal level above shall be  
12 directed by the complainant to the unit member's immediate  
13 supervisor.

14 a. Any complaint regarding the unit member's job performance  
15 shall be discussed with the unit member as soon as possible.

16 b. Should the immediate supervisor or involved unit member deem  
17 it appropriate, a meeting shall be held with the complainant,  
18 unit member, and administrator to review the stated concern.  
19 Such meetings shall be held at a reasonable time (within the  
20 unit member's workday) and place mutually agreed upon by the  
21 parties. Adequate notice of the complaint shall be given to  
22 the unit member prior to the meeting.

23 c. If informal discussion between the administrator and the  
24 complainant fails to bring about resolution of the complaint,  
25 the complainant shall be requested to state the complaint in  
26 writing. Such written complaint shall be discussed with the  
27 involved unit member. Failure of the complainant to state



1           the complaint in writing shall be deemed by the District to  
2           be a withdrawal of the complaint.

3           d.    The administrative supervisor shall appropriately review and  
4           analyze the written complaint and submit resolution  
5           strategies to the complainant and involved unit member.

6           3.    If the complaint, after review by the immediate supervisor, remains  
7           unresolved, the supervisor shall refer the written complaint,  
8           together with the supervisor's report and analysis of the situation,  
9           to the Superintendent/designee. The resolution/ decision of the  
10          Superintendent/designee shall be final unless the complainant, the  
11          unit member, or the Superintendent request a closed hearing before  
12          the Board of Education on the complaint.

13          4.    No hearing will be held by the Board of Education on any complaint  
14          unless and until the Board has received the Superintendent's written  
15          report concerning the complaint. The Superintendent's report shall  
16          contain, but not be limited to, the following:

17          a.    The name of each employee involved.

18          b.    A brief but specific summary of the nature of the complaint  
19          and the facts surrounding it, sufficient to inform the Board  
20          and the unit member(s) as to the precise nature of the  
21          complaint and to allow the unit member to prepare a  
22          defense.

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

24          d.    A summary of the action taken by the Superintendent in  
25          connection with the complaint, with the Superintendent's  
26          specific finding that the disposition of the case at the

1 Superintendent's level has not been possible and the reasons  
2 therefore.

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

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

10 6. The decision of the Board following the hearing shall be final.  
11 Any action of the Board shall be consistent with the terms of the  
12 Agreement.

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

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

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

20 Section 6 - Unit Member Complaint Resolution Procedure.

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

25 A. Unit members who believe they have been subjected to sexual harassment  
26 should follow the procedures described in [Board Policy and Regulation](#)  
27 [4119.11, 4219.11 and 4319.11: Sexual Harassment](#).

- 1 B. Unit members who believe they have been subjected to other forms of  
2 harassment should follow the procedures described in [Board Policy and  
3 Regulation 4144, 4244 and 4344: Individual Employee Complaint Procedure](#).
- 4 C. The Individual Employee Complaint Procedure is the exclusive District  
5 remedy for complaints that meet the criteria described in Board Policy  
6 and Regulation 4144, 4244 and 4344. A unit member may choose to seek  
7 resolution of a complaint by contacting external governmental agencies  
8 and/or authorities having jurisdiction over the complaint. If the unit  
9 member first chooses to seek remedy through such agencies and/or  
10 authorities, the unit member waives any and all rights to use this  
11 complaint procedure concurrently, except as required by law.
- 12 D. Copies of Board Policy and Regulation 4119.11, 4219.11 and 4319.11 and  
13 Board Policy and Regulation 4144, 4244 and 4344 are included in the  
14 Appendix of this Agreement.
- 15 E. In the event that Board Policy and Regulation 4119.11, 4219.11 and 4319.11  
16 and/or Board Policy and Regulation 4144, 4244 and 4344 are revised,  
17 changed or deleted, the Parties agree that this Section shall be subject  
18 to review and reopeners.

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

23 Section 8 - Contracting Out. The determination to contract out or sub-contract  
24 with a third party and the implementation thereof shall be within the sole  
25 discretion of the District. In the event the District should decide to contract  
26 out services which have historically been performed by unit members, the  
27 District agrees, upon written request of the Association, to negotiate the

1 impact of such actions as it relates to adversely-affected unit members. For  
2 purposes of this Section, "adversely affected" shall entail a reduction in  
3 salary. The District retains the right to assign and terminate unit members  
4 from extra compensation assignments as provided by law. In connection with the  
5 exercise of such right, this Section shall not apply.

6 Section 9 - Child Abuse Reporting.

7 A. The District shall provide inservice training on child abuse reporting as  
8 required by law. Unit members who have been previously provided with  
9 such inservice shall be provided updated inservice on an as-needed basis.  
10 The District shall also provide each unit member with a copy and  
11 explanation of the laws regarding the unit member's responsibilities for  
12 child abuse reporting.

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

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

18 Section 10 - Restructuring.

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

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

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

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

9 Section 13 - Unit Members with Disabilities.

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

24 B. Rights and Responsibilities.

25 1. The Association recognizes that an individual unit member seeking  
26 accommodations under applicable law may represent himself/herself  
27 in discussions with the District regarding such accommodations.

1 The Association further recognizes that the District has the legal  
2 obligation to discuss accommodations with individual  
3 qualified disabled unit members.

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

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

9 C. Procedures.

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

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

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

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

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

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

8     Section 14 - Transportation of Students.   No unit member shall be required to  
9     transport students in his/her personal vehicle.

10    //

11    //

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 ARTICLE VI

2 SAFETY

3 Section 1 - Student Behavior.

- 4 A. Assault, battery, physical abuse, or repeated verbal abuse, including  
5 bullying by means of an electronic act, upon a unit member at any time or  
6 place shall constitute good cause for suspension or expulsion of the  
7 student from school in accordance with legal requirements and appropriate  
8 District policies. The unit member will be invited to participate in  
9 development of any remedial program for the pupil.
- 10 B. Whenever any unit member is attacked, assaulted, or menaced, including  
11 bullying by means of an electronic act, it shall be the duty of the unit  
12 member and the duty of his/her immediate supervisor to promptly make a  
13 report to the appropriate law enforcement agency.
- 14 C. When, in the judgment of a unit member, the continued presence in class  
15 of a pupil represents a physical danger to the unit member, he/she may  
16 institute proceedings for consideration for the pupil's exclusion from  
17 school. The Superintendent or designee will then take action in  
18 accordance with the District's Student Discipline Procedure.
- 19 D. A written description of the rights and duties of unit members with  
20 respect to student discipline, including the use of corporal punishment,  
21 and the rights of suspended students shall be presented to each teacher  
22 in writing before the first day of school.
- 23 E. A unit member may use reasonable force to protect himself/herself in the  
24 performance of his/her duties.
- 25 F. If threatening or violent behavior by a particular student enrolled in a  
26 specific teacher's class poses a clear, present, and immediate danger  
27 to the personal safety of that teacher, the student or the teacher shall



1 be reassigned. Likewise, if threatening or violent behavior by a  
2 particular student assigned to a specific non-teaching unit member poses  
3 a clear, present, and immediate danger to the personal safety of that  
4 unit member, the student or the unit member shall be reassigned.

5 G. The District shall provide each unit member with the procedure for  
6 district compliance with [Education Code Section 49079](#), which requires the  
7 District to inform the unit member of each pupil who has engaged in or is  
8 reasonably suspected of engaging in any of the acts constituting grounds  
9 for suspension or expulsion with the exception of acts relating to the  
10 possession or use of tobacco. For purposes of this Agreement, failure to  
11 follow the procedure shall be grievable. Any changes in this procedure,  
12 other than those required by law, shall be negotiated by the District and  
13 the Association.

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

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

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

27 Section 5 - Safety Inspection. There shall be an annual inspection by a

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

14 Section 6 - Reporting Unsafe or Hazardous Conditions.

- 15 A. At every school site, the District will maintain an intercom system or  
16 its equivalent which makes it possible for every classroom to contact the  
17 site office.
- 18 B. Unit members have the right and the obligation to refer unsafe or  
19 unhealthful conditions or hazardous assigned tasks in writing to their  
20 immediate supervisor, sending a copy to the Association and the District  
21 Safety Committee if remedial action is not taken within a reasonable time  
22 after a verbal referral has been made to the site administrator. An  
23 appropriate investigation shall take place as soon  
24 as possible. Any unsafe or unhealthful condition or any hazardous  
25 assignment shall be corrected.
- 26 C. Whenever any unit member is attacked, assaulted, or menaced, it shall be  
27 the duty of such unit member, and the duty of any person under whose

1 direction or supervision such unit member is employed who has knowledge  
2 of such incident, to promptly report the incident to the appropriate law  
3 enforcement authorities.

4 Section 7 - Interference With School Classes or Activities.

5 A. Both Parties agree to actively seek enforcement of [Education Code Sections](#)  
6 [44810](#) and [44811](#), which prohibit the willful interference with the  
7 discipline and good order of any school class or activity by a minor over  
8 age sixteen (16) or an adult, and the disruption of classwork or  
9 extracurricular activities by a parent, guardian, or other person.

10 Appropriate release time shall be provided, if needed, for activities  
11 associated with enforcing this provision.

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

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

1           restraining order shall be reimbursed by the District.

2   Section 8 - District Safety Committee.

3   A.    The District shall establish a District Safety Inspection Committee of  
4           which the Association President shall appoint one-third (1/3) of the  
5           membership. Committee members shall be granted reasonable release time  
6           from non-instructional duties to recommend and monitor District  
7           guidelines and plans for employee safety. This does not, however, preclude  
8           the District from scheduling and assigning release time during  
9           instructional time. If, for any reason, the District requests a unit  
10          member to work on a day not part of that unit member's work year, the  
11          unit member shall be compensated at the certificated hourly rate. Any  
12          guidelines recommended by this committee shall be consistent with federal,  
13          state, and local laws as well as the terms and conditions of this  
14          Agreement.

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

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

- 24            a.    Common signals and code words;
- 25            b.    Common responses to signals and code words;
- 26            c.    A clear, concise procedure for notifying staff of potentially  
27                dangerous situations and a log of incidents that required

1                   such notification.

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

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

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

20   Section 10 - Hand Held Radios. The District shall provide "Hand Held Radios"  
21   or their equivalent to each middle school and comprehensive high school for use  
22   by unit members assigned to the physical education departments. The Hand Held  
23   Radios shall be used only in emergency situations for two-way communications  
24   between the site administration office and the unit member.

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

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  
5 and fifteen (15) minutes including lunch. Effective July 1, 2014, the  
6 regular work day for classroom teachers, special education teachers, and  
7 nurses is seven (7) hours and thirty (30) minutes including lunch. The  
8 fifteen (15) minute increase to the regular work day will be used to  
9 provide unit members preparation time, to be used at each unit member's  
10 discretion at the school site. Other unit members shall work an 8-hour  
11 day including lunch.
- 12 B. The regular work day shall include the following: instructional  
13 activities, preparation and conferencing activities, campus and student  
14 supervision outside the classroom, parent conferences, tutorial and  
15 guidance assistance to students, professional development meetings,  
16 student assessment and diagnostic activities, school and student record  
17 maintenance, curriculum development activities, instructional materials  
18 development, district committee assignments, and other duties clearly  
19 required of the profession.
- 20 C. The regular work day shall be a consecutive period of time including  
21 lunch, unless a unit member otherwise initiates a request which is  
22 approved by the supervising administrator.
- 23 D. Each unit member shall be entitled to one (1) duty-free lunch period of  
24 no less than thirty (30) minutes each day exclusive of passing periods  
25 prior to and at the conclusion of the lunch period.
- 26 E. No unit member will be regularly assigned to teach more than 300

27

1 minutes per day, exclusive of student supervision and other adjunct  
2 duties, except to implement the minimum day plan at the elementary level  
3 outlined in Section 2 (G) of this article. However, this does not prohibit  
4 a unit member from voluntarily teaching more than 300 minutes upon  
5 receiving written approval from the Deputy Superintendent Personnel  
6 Services.

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

11 G. Secondary Assignments.

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

15 2. If a regular classroom teacher willingly accepts an assignment to  
16 teach a sixth instructional period, he/she shall be compensated at  
17 one-sixth of his/her per diem for each period or hour of service.  
18 There shall be no additional compensation for time spent in  
19 preparation for this extra period of teaching. This compensation  
20 shall be considered extra compensation and part of the unit member's  
21 base salary if allowable by STRS.

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

27 Prior to compiling such a list, the site administrator(s)

1 shall notify each unit member at the site in writing of the  
2 intent to create the extra teaching assignment(s) and  
3 request names of those willing and able to accept the  
4 assignment.

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

- 7 1. Period availability
- 8 2. Possession of a current credential for the assignment
- 9 3. Not having taught a sixth instructional period within  
10 the past three (3) years

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

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

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

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

26 J. Regular duty hours which are in addition to actual teaching hours are  
27 generally reserved for instructional preparation and conferences and



1 shall not be used to excess by assignment of other duties.

2 K. Supervision.

3 1. Full-time elementary unit members, excluding kindergarten teachers  
4 but including K/1 combination class teachers, shall not be required  
5 to perform any supervision duties prior to afternoon recess except  
6 during inclement weather.

7 2. Kindergarten teachers shall not be required to perform any  
8 supervision assignments prior to the commencement of the  
9 instructional day except during inclement weather.

10 3. Middle school teachers shall not be required to perform any  
11 supervision assignments prior to the commencement of the  
12 instructional day except during inclement weather.

13 L. Unit members at a continuation high school shall only be assigned student  
14 supervision during non-instructional time during one (1) session of a  
15 double-session work day.

16 M. Unit members who supervise administratively-assigned student detentions  
17 before or after the instructional day shall be compensated at the basic  
18 certificated hourly rate.

19 N. No duties or uncompensated supervision shall be assigned on days not  
20 specified as workdays except as such duty on a non-work day is part of  
21 an extra compensation assignment.

22 O. Staff Meetings.

23 1. Staff meetings shall be scheduled on an as-needed basis by  
24 administration.

25 2. Required attendance at staff, department, or grade level meetings  
26 held during the regular work day of a regular instructional day  
27 shall be limited to no more than two (2) per month.

- 1           a.     At the elementary and middle school levels, no required  
2                     meetings may extend beyond the regular work day.
- 3           b.     At the high school level, these meetings may extend beyond  
4                     the regular work day. Such extensions shall not exceed forty-  
5                     five (45) minutes.
- 6        3.     The Association and the District recognize that additional required  
7                     staff meetings may be necessary to complete mandated state or  
8                     federal reviews at schools involved in the review process.
- 9           a.     At the comprehensive and continuation high schools, no more  
10                    than eighteen (18) additional meetings which do not exceed  
11                    one (1) hour each may be held during the review and during  
12                    the fifteen (15) preceding school months.
- 13          b.     At all other schools, during the review year and the three  
14                    (3) preceding school months, no more than thirteen (13)  
15                    additional staff meetings may be held for such purposes.
- 16 P.     No unit member shall be required to substitute without extra  
17                    compensation. Substitution assigned will be at the basic certificated  
18                    hourly rate. In cases of emergency, period and/or partial day  
19                    substitution shall be kept at a minimum and distributed equitably among  
20                    available unit members with volunteers given first consideration. A unit  
21                    member shall not be required to substitute at a school site or location  
22                    that is not part of his/her regular assignment except under exigent  
23                    circumstances. In case of regularly scheduled school or district events,  
24                    period and/or partial day substitution shall be assigned by management  
25                    from available volunteers. If volunteers are unavailable, assignments  
26                    will be made by management on a rotational basis. Nurses, Psychologists,  
27                    and Speech and Language Pathologists shall be excluded from such

1 assignments. There shall be a uniform system at each site for the  
2 compensation of substitution which shall include time cards signed by the  
3 administrator and unit member. Each site shall maintain an up-to-date  
4 log of such substitutions.

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

11 Section 2 - Temporary Exceptions.

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

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

22 C. On any day that the outside shade temperature at the worksite exceeds  
23 102°F or the indoor worksite temperature exceeds 90°F, unit members who  
24 regularly meet with pupils for instruction and whose worksites are not  
25 air-conditioned shall not be required to work beyond the time actually  
26 spent meeting with students. Other unit members whose work sites are not  
27 air-conditioned shall not be required to work beyond the time the first

1 full-day class at the location, exclusive of double sessions, is  
2 dismissed.

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

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

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

17 G. Ninety (90) minutes of on-campus teacher planning/collaboration time  
18 shall be designated each week at each elementary school in the form of  
19 one minimum day per week. The first minimum day of each school year,  
20 the minimum day prior to winter break, and the last minimum day at each  
21 school year will be designated for teacher preparation time. Unit  
22 members at each elementary school, in consultation with the site  
23 administrator, shall develop a proposed plan that provides for 90  
24 minutes of planning/collaboration time one day per week. The proposed  
25 plan must include daily bell schedules which assure that every student  
26 continues to receive sufficient instructional minutes to qualify the  
27 District for state incentive money for longer day/longer year and shall

1 not require additional non-budgeted District expenditures for staffing,  
2 busing, supplies, materials, or equipment. In order to implement the  
3 minimum day plan outlined in this section, the limit of 300  
4 instructional minutes outlined in Section 1(E) will be increased to  
5 325. The plan would include a provision for kindergarten teachers for  
6 scheduled team collaboration and planning time. The purpose of the  
7 minimum day is to provide teachers with scheduled team collaboration  
8 and planning time during the regular school day to focus on high-  
9 quality instruction and student work and student learning goals with  
10 the goal of improving student achievement. A majority vote of the  
11 entire teaching staff is required to designate a plan that averages  
12 forty (40) minutes per minimum day for individual teacher  
13 planning/preparation time and an average of fifty (50) minutes per  
14 minimum day for meetings, team collaboration and/or staff development  
15 as determined by the site administrator and leadership team. When  
16 developing the minimum day plan, it is permissible to skip minimum days  
17 during shortened weeks. The parties agree that the District may modify  
18 the plan, cancel a minimum day, and/or discontinue the minimum day  
19 at one or more sites upon mutual agreement by both parties.

20 H. A minimum day schedule shall be established for the Friday prior to the  
21 day that report cards are sent home for each trimester of the school year  
22 for each elementary school. In addition, the last day of the school year  
23 shall also be designated as a minimum day for each elementary school.  
24 Recommendations from each staff for a workable and appropriate schedule  
25 for each of the four (4) minimum days may be submitted if sufficient time  
26 for consideration is given. If the school receives busing services, the  
27 recommendation must take into consideration the availability of these

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

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

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

1 above.

2 H. High School unit members may be assigned to sponsor or to assist with the  
3 sponsorship of a club or class. Although attendance at club or class  
4 meetings during the regular work day (exclusive of lunch) may be  
5 required from time to time, such required attendance shall be kept to a  
6 minimum and be consistent with the terms of paragraph "K" of Section 1 of  
7 this Article. Any required meetings assigned outside the regular work  
8 day to satisfy this requirement shall be compensated at the same rate as  
9 stated in paragraph "E" above. An equal distribution of club and class  
10 sponsor assignments shall be attempted by site administration by first  
11 soliciting requests from unit members at that site. In addition to  
12 assisting with club or class sponsorships, High School unit members may  
13 be assigned general supervision at student activities such as dances,  
14 performances, or athletic events outside the regular work day. The number  
15 of unit members assigned per event shall be limited to the number needed  
16 to supervise the expected attendees. Prior to making such assignments,  
17 site administration shall solicit unit members from that site desiring  
18 such assignment(s). All such assigned general supervisions shall be  
19 compensated at the same rate as stated in paragraph "E" above.

20 I. Guidance Coordinators will supervise student activities including home  
21 football games within the regular season, graduation, back-to-school  
22 events, spring open houses, and senior awards night as part of their  
23 regular duties. Any additional student supervision activities will be  
24 compensated at the hourly rate of pay.

25 J. As part of the equitable assignment of adjunct duties, High School  
26 Department Heads may be assigned attendance at Awards Night and  
27 Graduation. Such assignment(s) shall be considered part of their extra



1 compensation assignment, however, and shall not be additionally  
2 compensated.

3 Section 4 - Parent Conferences.

4 A. If, on a designated elementary conference day, an approved parent  
5 conference is held outside the school's regular office hours, the office  
6 shall be open with an administrator on duty. A supervised area  
7 shall be provided if requested.

8 B. Parent conferences on non-conference days should be held during regular  
9 office hours when practical.

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

14 Section 6 - Individualized Education Program Meetings

15 A. Elementary Resource Specialists and elementary Speech and Language  
16 Pathologists shall maintain a schedule which includes 80% direct  
17 instruction and 20% student assessment, coordination of, and attendance  
18 at Individualized Education Program (IEP) and Student Study Team (SST)  
19 meetings.

20 B. Unit members who participate in Individualized Education Program (IEP)  
21 meetings which extend beyond their regular work day shall be compensated  
22 at the contractual hourly rate after 120 minutes per month.

23 C. Special Education teachers will be provided up to ten (10) days of release  
24 time each year as needed to prepare for and conduct Individualized  
25 Education Program (IEP) meetings.

26

27

1 Section 7 - Full Inclusion

2 A. Definitions.

3 1. Special Day Class. A self-contained classroom where instructional  
4 services are provided to both severely-handicapped and non-  
5 severely-handicapped students who have been identified by an IEP  
6 team to have more intensive needs than can be met in the regular  
7 school program and/or the resource specialist program.

8 2. Integration. Special Day Class students who participate in general  
9 education programs for at least some portion of the day in what are  
10 typically non-academic activities which may include  
11 but are not limited to art, physical education, music, etc.  
12 Participation is independent of specific abilities or  
13 prerequisites.

14 3. Mainstreaming. Special Day Class students who are integrated but  
15 Who participate in general education programs for at least some  
16 portion of the day in what are typically core academic classes which  
17 may include but are not limited to reading, mathematics, social  
18 science, etc. Participation is based on the prerequisite of  
19 specific strengths or skills in the content area. A mainstreamed  
20 student or a student taking part in integration activities is not  
21 considered to be a "fully-included" student.

22 4. Full Inclusion. Severely-handicapped students who are placed full-  
23 time into a regular education classroom for whom curricular,  
24 behavioral and/or physical adaptations may be needed. Full  
25 inclusion is that special education option determined by an IEP  
26 team or specified in a plan established to meet the requirements of  
27 [Section 504 of the Rehabilitation Act of 1973](#) that places a

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

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

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

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

25 E. Specialized Training. Unit members who provide direct service to a full  
26 inclusion student(s) shall be provided with specialized training  
27 necessary for successful implementation of the student's IEP. Such

1 training may be provided by a nurse if appropriate. If training is  
2 conducted during non-duty hours, the unit member(s) and trainer(s) shall  
3 be compensated at the certificated hourly rate. Trainers shall receive  
4 appropriate release time to plan training sessions. Release time shall  
5 be paid for with the funds specified in Part 3 above.

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

10 G. Specialized Physical Health Care. Specialized Physical Health Care  
11 procedures are specific health care needs identified in a medical  
12 protocol that may be performed on a daily basis to ensure the health and  
13 well-being of a student, including students who are fully-included.

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

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

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

25 //

26

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  
5 for the school as estimated by the Assistant Superintendent of Business  
6 Services. The formulae for class size are as listed below:

7 1. Elementary (K-6)  
8 Grades K - 3 Enrollment Refer to Legal Requirements in  
9 Section 2B

10 Grades 4 - 6 Enrollment 32

11 2. Middle School (7-8)  
12 Enrollment 32

13 3. High School (9-12)  
14 Enrollment 32

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

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

27

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

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

10 A. On the 20th day of instruction, the following class maximums at elementary  
11 schools shall not be exceeded. After that date, the following class  
12 maximums in elementary schools shall not be exceeded for more than five  
13 (5) consecutive days.

14 On the first day of the fourth complete week of instruction, the following  
15 class maximums at middle school and high schools shall not be exceeded.  
16 After that date, the following class maximums at middle school and high  
17 schools shall not be exceeded for more than five (5) consecutive days.  
18 Class counts shall exclude a teacher's student aide(s). These limits  
19 will be interpreted as averages for teacher-student ratio in open-space  
20 buildings, driver education classes, team- teaching assignments, and  
21 large-group instruction situations.

- |    |                                     |        |    |
|----|-------------------------------------|--------|----|
| 22 | 1. Elementary                       | (K-3)  | 32 |
| 23 |                                     | (4-6)  | 34 |
| 24 | 2. Middle School                    | (7-8)  | 35 |
| 25 | 3. Comprehensive High School        | (9-12) | 36 |
| 26 | 4. Home Economics, Industrial Arts, |        |    |

27

1	and Photography	30	(or the number of
2			operable work stations,
3			whichever is lower)
4	5. Video Production	30	
5	6. Typing, Keyboarding and Computer classes	36	(or the number of
6			operable work stations,
7			whichever is lower)
8	7. ASB	36	(or unlimited with
9			instructor's approval)
10	8. Physical Education	48	
11	9. Performing groups such as, but not		
12	limited to chorus, band, athletic		
13	teams, drill teams, agriculture		(unlimited with
14			instructor's approval)
15	10. Madrigals and High School Jazz Band	23	(or unlimited with
16			instructor's approval;
17			all students must
18			meet course prerequisites)
19	11. District-designated academic tutorial		
20	class, including but not limited to		
21	mathematics and English	23	
22	12. Continuation High School	23	(or the number of
23			learning stations,
24			whichever is lower)

25 If a class should exceed its maximum allowable size after the  
26 deadline(s) stated above, the teacher shall receive extra compensation  
27 equal to one-sixth of his/her individual daily rate of pay until the class

1 size no longer exceeds the maximum.

2 B. Legal Requirements.

3 1. When applicable legal requirements impose class-size limits, the  
4 maximum class size shall be either the legal or the Agreement limit,  
5 whichever is lower.

6 2. It is expressly intended that this Article VIII meet all the  
7 requirements of Education Code Section 42238.02 in order for the District  
8 to receive the additional base-grant adjustments. As such, the individual  
9 class limits set forth in Section 2 A(1) shall also be the limits on  
10 average class enrollment for each school site for kindergarten and grades  
11 1 to 3. The District intends to make progress toward maintaining an  
12 average class enrollment of 24 students for each school site for  
13 kindergarten and grades 1 to 3 consistent with Education Code Section  
14 42238.02. Special Education classes shall not be included in computing  
15 average class size.

16 3. Should the District receive funds during the term of this Agreement to  
17 implement any program specifically designated for the purpose of reducing  
18 class size, the parties shall convene at the request of either party to  
19 negotiate the method of implementation.

20 C. Averages. The average class size at each school shall not exceed for  
21 more than one (1) school month the following:

22	Grade K-3	Refer to Legal
23		Requirements in Section
24		2B above
25		
26	Grade 4-6	32
27	Grade 7-12	33



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

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

7 E. Special Students.

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

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

20 3. Special Day Class

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

27 1). On or after the 21st day, up to two (2) classes at each

1 site may be designated to exceed the maximum by no more  
2 than three (3) students each.

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

7 3). The class size exception(s) shall not extend beyond the  
8 first quarter or the 45th day of instruction, whichever  
9 is earlier.

10 4). However, the SDC teacher of the designated class and  
11 the District may mutually agree to continue to exceed  
12 the class size maximum with continued compensation  
13 beyond the 45th day.

14 b. No class may be initially designated to exceed the maximum  
15 after the end of the first quarter or the 45th day of  
16 instruction, whichever is earlier.

17 4. If special students are mainstreamed, principals shall make  
18 reasonable efforts to assign them equitably among the appropriate  
19 classes.

20 F. Summer School/Extended Year. Summer School/Extended Year Class sizes  
21 shall conform to this Agreement from the end of the second week until the  
22 end of the session.

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

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

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

12 Section 3 - Case Load.

13 A. On the twentieth (20<sup>th</sup>) day of of instruction, guidance coordinator case  
14 loads will be adjusted to ensure that case loads will not exceed an  
15 average of 380 students each. If guidance coordinator case loads exceed  
16 the 380 students after the twentieth (20<sup>th</sup>) day of instruction, the site  
17 principal and the Guidance Coordinators may agree to allow existing  
18 Guidance Coordinators to assume the additional students into their case  
19 load in exchange for extra compensation. Extra compensation will be  
20 calculated using the following formulae:

21 1. Determine the FTE equivalent by dividing the total number of  
22 students in the school by 380. The FTE equivalent will be  
23 rounded to the nearest 20% increment.

24 2. G13 of the guidance coordinator salary schedule, times the FTE  
25 equivalent, divided by the total number of days in the guidance  
26 coordinator work year, times the number of work days from the  
27 20<sup>th</sup> day of instruction to the last day of the instruction,

1           divided by the number of Guidance Coordinators assuming the  
2           additional students.

3       B.     The District shall not exceed individual or average case load  
4           limitations as set by law. (Resource Specialist is 28, and Speech  
5           and Language Pathologist is 55.)

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

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

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

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

1 ARTICLE IX

2 EVALUATION PROCEDURES

3 Section 1 - Evaluation Agreement.

4 A. Purpose.

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

12 2. The procedures in this Article have been developed to assure  
13 compliance with relevant Education Code requirements concerning the  
14 establishment of a uniform system of evaluation of unit members.  
15 The Parties recognize that the evaluation and assessment of unit  
16 member performance shall not include the use of publishers' norms  
17 established by standardized tests ([Education Code section](#)  
18 [44662\[e\]](#)). Student performance on District Criterion Referenced  
19 Tests shall not be used as the sole evaluation criterion in  
20 reference to Standard 5 - Assessing Student Learning/Student  
21 Progress of the Teacher Unit Member Evaluation Form.

22 B. Guidelines and Procedures.

23 By October 15, or if mutually agreeable, by November 1, the evaluator and  
24 the evaluatee will hold a formal conference to review the evaluation  
25 elements listed in this Article and, if appropriate, to make modifications  
26 as agreed. If mutual agreement to any modification cannot be reached,  
27 the Superintendent, Assistant Superintendent of Education Services or

1           designee(s), and two (2) elected members of the Instructional Council who  
2           are not staff members at the work site of the evaluatee will meet with  
3           the parties to resolve the disagreement.    Thereafter, the established  
4           evaluation agreement may only be revised by written mutual agreement.

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

8           1.   Engaging and Supporting All Students in Learning.

- 9           a.   Using knowledge of students to engage them in learning.
- 10          b.   Connecting learning to students' prior knowledge,  
11              backgrounds, life experiences, and interests.
- 12          c.   Connecting subject matter to meaningful, real-life contexts.
- 13          d.   Using a variety of instructional strategies, resources, and  
14              technologies to students' diverse learning needs.
- 15          e.   Promoting critical thinking through inquiry, problem solving,  
16              and reflection.
- 17          f.   Monitoring student learning and adjusting instruction while  
18              teaching.

19          2.   Creating and Maintaining Effective Environments for Student  
20              Learning.

- 21          a.   Promote social development and responsibility within a  
22              caring community where each student is treated fairly.
- 23          b.   Creating physical or virtual learning environments that  
24              promote student learning, reflect diversity, and encourage  
25              constructive and productive interactions among students.
- 26          c.   Establishing and maintaining learning environments that are  
27              physically, intellectually, and emotionally safe.

- 1 d. Creating a rigorous learning environment with high  
2 expectations and appropriate support for all students.
- 3 e. Developing, communicating, and maintaining high standards for  
4 individual and group behavior.
- 5 f. Employing classroom routines, procedures, norms, and supports  
6 for positive behavior to ensure a climate in which all  
7 students can learn.
- 8 g. Using instructional time to optimize learning.
- 9 3. Understanding and Organizing Subject Matter for Student Learning.
- 10 a. Demonstrating knowledge of subject matter, academic content  
11 standards, and curriculum frameworks.
- 12 b. Applying knowledge of student development and proficiencies  
13 to ensure student understanding of subject matter.
- 14 c. Organizing curriculum to facilitate student understanding of  
15 subject matter.
- 16 d. Utilizing instructional strategies that are appropriate to  
17 the subject matter.
- 18 e. Using and adapting resources, technologies, and standards-  
19 aligned instructional materials, including adopted materials,  
20 to make subject matter accessible to all students.
- 21 f. Addressing the needs of English learners and students with  
22 special needs to provide equitable access to the content.
- 23 4. Planning Instruction and Designing Learning Experiences for All  
24 Students.
- 25 a. Using knowledge of students' academic readiness, language  
26 proficiency, cultural background, and individual development  
27 to plan instruction.

- 1           b.     Establishing and articulating goals for student learning.
- 2           c.     Developing and sequencing long-term and short-term
- 3                 instructional plans to support student learning.
- 4           d.     Planning instruction that incorporates appropriate strategies
- 5                 to meet the learning needs of all students.
- 6           e.     Adapting instructional plans and curricular materials to meet
- 7                 the assessed learning needs of all students.
- 8     5.     Assessing Student for Learning.
- 9           a.     Applying knowledge of the purposes, characteristics, and uses
- 10                 of different types of assessments.
- 11           b.     Collecting and analyzing assessment data from a variety of
- 12                 sources to inform instruction.     Reviewing data, both
- 13                 individually and with colleagues, to monitor student
- 14                 learning.
- 15           d.     Using assessment data to establish learning goals and to plan,
- 16                 differentiate, and modify instruction.
- 17           e.     Involving all students in self-assessment, goals setting, and
- 18                 monitoring progress.
- 19           f.     Using available technologies to assist in assessment,
- 20                 analysis, and communication of student learning.
- 21           g.     Using assessment information to share timely and
- 22                 comprehensible feedback with students and their families.
- 23     6.     Developing as a Professional Educator/Adjunct Duties.
- 24           a.     Reflecting on teaching practice in support of student
- 25                 learning.
- 26           b.     Establishing professional goals and engaging in continuous
- 27                 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,

1           and Staff.

- 2           a.     Is accessible to students, parents, and staff.
- 3           b.     Communicates effectively with students, parents, and staff.
- 4           c.     Works cooperatively with students, parents, and staff.
- 5           d.     Uses discretion in handling confidential information.

6           3.     Demonstration of Knowledge and Skills of the Assignment.

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

10   E.    Other Considerations:

11       1.     Conditions.

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

23       2.     The criteria on which the District evaluates unit members shall not

24             prevent a unit member from using methods common in the field of

25             education and appropriate to the grade level and content being

26             taught.

27       3.     Any written complaint which may adversely affect a unit member's

1 evaluation shall be reported to the unit member by the appropriate  
2 administrator within a reasonable time. Upon the unit member's  
3 request, administration shall make every effort to arrange a  
4 conference with the complainant, the administrator, the unit  
5 member, and any representative designated by the unit member.  
6 Information from unidentified complainants shall not adversely  
7 affect the evaluation.

8 F. Exclusions.

- 9 1. The unit member's evaluation shall be based upon his/her basic job  
10 assignment and shall not include an assessment of performance of  
11 extra-compensation duties. Comments quoted by the evaluator shall  
12 be limited to comments by Administration. Such comments shall be  
13 specific and their sources identified.
- 14 2. The District shall not adversely evaluate a unit member for  
15 statements or materials used in the classroom, provided that such  
16 statements and materials are utilized in a fair and representative  
17 manner relevant to the curriculum involved.
- 18 3. The District shall not adversely evaluate a unit member based on  
19 inadequate room environment caused by custodial or maintenance  
20 deficiencies.
- 21 4. No unit member except those required to do so as Instructional  
22 Council members shall participate in the evaluation procedure of  
23 other unit members. No evaluatee will be required to assess his/her  
24 own performance.

25 Section 2 - Observations and Observation Conferences.

- 26 A. Probationary Unit Member Observations. There shall be a minimum of two  
27 (2) and a maximum of six (6) observations of at least thirty (30) minutes

1 duration. At least one (1) observation shall be announced two (2) work  
2 days in advance. Completed observation forms shall be transmitted to the  
3 evaluatee within five (5) work days of the observation. Extraordinary  
4 circumstances may require more observations and must be declared and  
5 described in writing by the evaluator. The evaluatee must be notified if  
6 these extra observations are needed. The evaluatee will receive written  
7 notification in advance for each subsequent observation.

8 B. Permanent Unit Member Observations. There shall be a minimum of one (1)  
9 and a maximum of four (4) observations of at least thirty (30) minutes  
10 duration. At least two (2) observations shall take place prior to any  
11 negative comments or judgments being included in the evaluation.

12 Completed observation forms shall be transmitted to the evaluatee within  
13 five (5) work days of the observations. Extraordinary circumstances may  
14 require more observations and must be declared and described in writing  
15 by the evaluator. The evaluatee must be notified if these extra  
16 observations are needed. The evaluatee will receive written notification  
17 in advance for each subsequent observation.

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

24 D. Observation Forms. An observation form shall be given to the unit member  
25 within five work days of the observation. The form shall explicitly  
26 describe any performance that needs improvement or is unsatisfactory.

27 E. Additional Observations. Extraordinary circumstances may require more

1 observations and must be declared and described in writing by the  
2 evaluator. The evaluatee must be notified if these extra observations  
3 are needed. The evaluatee will receive written notification in advance  
4 for each subsequent observation.

5 F. Post-Observation Conference. A conference will be held within five (5)  
6 work days of the receipt of the completed observation form unless mutually  
7 waived. However, any performance that needs improvement or is  
8 unsatisfactory must be explicitly described in writing and discussed in  
9 a mandatory conference.

10 G. Recommendations and Assistance. Within a reasonable time after notice to  
11 the unit member of any performance that needs improvement or is  
12 unsatisfactory, specific, written recommendations and/or assistance shall  
13 be offered for improving performance as appropriate.

14 H. Invalid Observations. Excessive interruptions or distractions beyond the  
15 unit member's control and responsibility shall invalidate the  
16 observation, and a substitute observation shall be scheduled.

17 Section 3 - Evaluations and Conferences.

18 A. Frequency. Evaluation and assessment of the performance of each unit  
19 member shall be made on a continuing basis, at least once each school  
20 year for probationary unit members and at least every other year for unit  
21 members with permanent status. Permanent employees who have been employed  
22 by the District for at least 10 years may be evaluated every three to  
23 five years instead of every other year if (1) the employee received a  
24 satisfactory evaluation during the previous evaluation cycle; (2) the  
25 employee is deemed highly-qualified under the No Child Left Behind Act;  
26 and (3) the evaluator and the employee consent to the three to five-year  
27 cycle. By request of the evaluator or employee, the employee shall

1 immediately be returned to the evaluation cycle of every other year. Upon  
2 receipt of an unsatisfactory evaluation, the employee shall immediately  
3 be returned to the yearly evaluation cycle.

4 B. Recommendation. The evaluation document shall include recommendations,  
5 if necessary, of areas needing improvement in the performance of the unit  
6 member. In the event a unit member is not performing his/her duties in  
7 a satisfactory manner according to the standards prescribed by the  
8 governing board, the District shall notify the unit member in  
9 writing of such fact and describe such unsatisfactory performance. The  
10 District shall thereafter confer with the unit member making specific  
11 recommendations as to areas of improvement in the unit member's  
12 performance and endeavor to assist the unit member in such performance.  
13 When any permanent unit member has received an unsatisfactory evaluation,  
14 the District shall annually evaluate the unit member until the unit member  
15 achieves a positive evaluation or is separated from the District.

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

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

25 E. Evaluation Conference.

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

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

12 F.     Rebuttal. The evaluatee has the right to submit a written rebuttal to  
13                  the evaluation at any time. Such rebuttal shall become a permanent  
14                  attachment to the copy of the evaluation in the unit member's personnel  
15                  file. If such rebuttal is filed within ten (10) work days of the  
16                  evaluation conference, the evaluation may be modified or corrected  
17                  accordingly. This process may alter the final evaluation before it is  
18                  inserted into the personnel file. If a rebuttal to the evaluation has  
19                  become a part of the personnel file, such evaluation shall be marked  
20                  "invalid" if subsequent investigation shows that the evaluator's comments  
21                  were not accurate.

22 G.     Grievance. If a grievance relating to the evaluation is filed in a timely  
23                  manner, evaluation materials shall be withheld from the personnel file  
24                  until the grievance process is exhausted. If changes result from the  
25                  grievance process, evaluation materials shall be modified accordingly and  
26                  placed in the evaluatee's personnel file. If no change in evaluation  
27                  materials results, the original materials shall be placed in the personnel

1 file.

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

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

11 //

12 //

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27



1 ARTICLE X

2 PERSONNEL FILES

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

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

9 Section 3 - Access.

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

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

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

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

22 1. Access to personnel files shall be limited to the involved unit  
23 member, to those persons so authorized by the unit member in  
24 writing, and to those administrators and Personnel Office staff so  
25 authorized by the Superintendent.

26 2. Members of the Board of Education may request the review of a unit  
27 member's file at a closed session of the entire Board. The unit

1 member shall be notified in writing when such a review has occurred.

2 The unit member shall be given an opportunity to address the Board  
3 in a closed session regarding the review.

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

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

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

17 Section 6 - Written Complaints. If a grievance relating to written complaints  
18 or records generated therefrom is filed within ten (10) days of notification,  
19 such materials will be withheld from the personnel file until the grievance  
20 process is exhausted. If, for any reason, changes result from the grievance  
21 process, such materials will be modified accordingly and placed in the personnel  
22 file or eliminated. If no change results, the original materials will be placed  
23 in the personnel file. Written complaints that have been entered in the  
24 personnel file and which both the Deputy Superintendent Personnel Services and  
25 the unit member agree contain inaccurate information shall be modified, sealed,  
26 or eliminated appropriately by the District.

27 Section 7 - Verbal Complaints. Verbal complaints shall be handled in accordance

1 with the District Complaint Procedure(s) developed in consultation with the  
2 Association. Copies of such procedure(s) shall be posted annually.

3 //

4 //

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

1 ARTICLE XI

2 ABSENCES AND LEAVES

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

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

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

17 C. Unauthorized Absence from Duty.

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

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

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

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

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

9 E. Authorized Leave Verification. Prior to approval of any leave, the  
10 District may require a unit member to furnish a doctor's certificate,  
11 affidavit, or other documentation on forms prescribed by the District as  
12 verification of illness or other reason for authorized leave.  
13 Verification may be required for leaves when the District has good and  
14 sufficient reasons to question the validity of any request for approved  
15 leave. Reimbursement for any reasonable and necessary expense incurred  
16 by the unit member for the purpose of such verification shall be made by  
17 the District. All such verification shall be made in the Personnel  
18 Office.

19 Section 2 - Association Leave.

20 A. A maximum of forty-five (45) days of District-paid release time in whole-  
21 day units shall be allowed the Association during the fiscal year for  
22 attendance at conferences or for the discharge of other organization  
23 duties. Up to thirty (30) additional days of leave may be requested and  
24 arranged in advance with the Deputy Superintendent Personnel Services.  
25 The Association shall reimburse the District at the substitute teacher  
26 daily rate for each additional day used. Billing by the District shall  
27 occur no later than sixty (60) days after the end of the fiscal year.

1 Leave for the Association President is provided separately and is not  
2 included in this sub-section.

3 B. Association President

4 1. The Association President shall be released from his/her regular  
5 duties in the District and classified as a Teacher on Special  
6 Assignment. The District shall pay the President the same salary  
7 and benefits he/she would have received on regular duty without  
8 loss of seniority or other rights and benefits.

9 2. As part of the release-time assignment, the Association President  
10 may be required by the District to provide up to thirty-six (36)  
11 days of services of mutual interest and benefits to the Parties as  
12 jointly determined by the President and the Deputy Superintendent  
13 Personnel Services. Such services may include conducting  
14 information meetings concerning professional growth, developing  
15 ways to assist non-permanent unit members, attempting to resolve  
16 reported conflicts of certificated employees, assisting with the  
17 recruitment of new teachers, representing the District and  
18 Association at appropriate out-of-district functions, gathering  
19 data for use of both Parties in the negotiation process, developing  
20 and presenting inservices to district employees on agreed-to  
21 topics, contributing to the District's employee newsletter, as well  
22 as providing representation on committees such as the District  
23 Safety Committee, the Restructuring Contract Administration  
24 Committee, and the Catastrophic Leave Committee. The Parties  
25 recognize that it is to the advantage of the District, the  
26 Association, and the community for the President to take an active  
27 role to make a positive work environment for employees and a

1 positive learning environment for students.

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

7 D. Notification to the Personnel Office of release time shall be submitted,  
8 in writing, at least two (2) days in advance by the Association President.  
9 The notice shall include the date and name(s) of the person(s) to be  
10 absent.

11 E. At the end of the instructional day, the four (4) principal officers of  
12 the Association and the designated negotiations chairperson or his/her  
13 designee shall be released on an as-needed basis to perform Association  
14 business, provided that such release does not interfere with professional  
15 duties. The unit member's site supervisor shall be notified the day prior  
16 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)  
19 days because of a death in the immediate family of a unit member or a  
20 relative for whom a unit member is the closest surviving relative, with  
21 an additional two (2) days when 250 miles of travel, one-way, from Jurupa  
22 Valley is required. Members of the unit member's immediate family are  
23 defined as mother, mother-in-law, stepmother, father, father-in-law,  
24 stepfather, husband, wife, registered domestic partner, son, stepson,  
25 son-in-law, daughter, stepdaughter, daughter-in-law, brother, sister,  
26 brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandmother,  
27 great-grandmother, grandfather, great-grandfather, grandchild, or great-

1 grandchild of the unit member. Any person living in the immediate  
2 household of the unit member is also included. The miscarriage of one's  
3 child shall also qualify a unit member for this leave.

4 B. The unit member shall also be responsible for notifying the Personnel  
5 Office or Principal preceding Bereavement Leave whenever possible.

6 C. After Bereavement Leave has been used, days of Personal Necessity Leave  
7 may also be used for purposes of bereavement.

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

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

14 B. Donations of Sick Leave to the Bank. Eligible certificated employees may  
15 donate accumulated and unused sick leave (as opposed to "advanced") to  
16 the Catastrophic Leave Bank. Donations of sick leave are subject to  
17 the following limitations and conditions:

18 1. An "open enrollment period" shall be offered each year to encourage  
19 donation by eligible employees. If an employee becomes eligible  
20 for the Bank after the "open enrollment period," he/she may donate  
21 within thirty (30) days of gaining eligibility. Initial donation  
22 shall be made in whole-day increments with a maximum of three (3)  
23 days.

24 2. Each eligible unit member must donate one (1) sick day within a ten  
25 (10) year period to remain in the bank, the first ten (10) year  
26 period being 2010/2011 school year, 2019/2020 school year and each  
27 subsequent ten (10) year period thereafter. If a unit member does



1 not donate one (1) day within the ten (10) year period, the unit  
2 member will be removed from the bank until a day is donated. Any  
3 unit member who donated in the 2009/2010 school year will be counted  
4 toward the first ten year period.

5 3. The donation shall be filed with the District payroll department on  
6 a "Certificated Sick Leave Donation Form." All donations are  
7 irrevocable.

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

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

14 6. The payroll department shall give written acknowledgment to each  
15 donor at the time his/her donation is received.

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

23 C. Eligibility for Catastrophic Leave A certificated employee who suffers  
24 from a catastrophic injury or illness that is expected to incapacitate  
25 him or her for an extended period of more than ten (10) days or who is  
26 required to take time off from work to provide care for an immediate  
27 family member who suffers from a catastrophic injury or illness shall be

1 eligible to receive Catastrophic Leave (donated sick leave) subject to  
2 the following restrictions and conditions:

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

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

9 D. Requests for Leave.

10 1. An employee who meets the eligibility requirements for Catastrophic  
11 Leave may request donation(s) of sick leave from the Catastrophic  
12 Leave Bank by submitting a "Certificated Catastrophic Leave-Request  
13 for Withdrawal Form" to the payroll department in the Business  
14 Office. A copy shall also be provided to the Association and the  
15 Personnel Office.

16 2. The request shall clearly specify the circumstances of the  
17 catastrophe and the amount of Catastrophic Leave requested.  
18 Appropriate written verification of the catastrophic illness or  
19 injury must be included with the request.

20 3. The employee should be prepared to provide additional documentation  
21 on the nature and severity of the illness or injury if requested.

22 4. In the event that the employee is personally unable to request  
23 Catastrophic Leave, an employee or immediate family member may make  
24 the request.

25 E. Catastrophic Leave Committee. A Catastrophic Leave Committee consisting  
26 of one (1) District representative and one (1) representative appointed  
27 by the Association President shall be established each fiscal year. The

1 committee shall consider all requests to receive Catastrophic Leave. The  
2 committee may grant, partially grant, or reject a request. All decisions  
3 to grant Catastrophic Leave shall require mutual agreement. The decision  
4 of the committee is final and not subject to the grievance procedure. A  
5 written copy of the committee's decision shall be provided to the payroll  
6 department so that the Catastrophic Leave Bank balance can be  
7 appropriately adjusted.

8 F. Implementation Procedures.

9 1. Each Catastrophic Leave shall conclude after forty-five (45) work  
10 days, or at the end of the employee's work year, or when the  
11 employee returns to work, whichever comes first. If the same or  
12 another injury or illness continues or arises at a later time,  
13 another request for Catastrophic Leave may be submitted.

14 2. Except in exceptional and highly unusual circumstances as  
15 determined by the Catastrophic Leave Committee, the total amount of  
16 Catastrophic Leave received for any single illness or injury shall  
17 not exceed two hundred twenty-five (225) days. Catastrophic Leave  
18 is not meant to replace Unpaid Disability Leave. Unit members are  
19 advised to check with the State Teachers' Retirement System  
20 regarding their eligibility for a disability allowance.

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

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

26 5. Catastrophic Leave may not be used for illness or disability  
27 absences on days when the employee is receiving Workers'

1 Compensation benefits except to bring the daily rate of compensation  
2 up to his/her individual daily rate of pay.

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

11 H. District and Association Understanding.

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

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

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

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

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

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

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

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

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

13           1.     Under this leave, no more than a total of three (3) days shall be  
14                   used in any one (1) school year.

15           2.     The days allowed shall be deducted from and may not exceed the  
16                   number of full-paid days of sick leave to which the unit member is  
17                   entitled.

18           3.     Such leave shall not be granted during a scheduled vacation or other  
19                   leave of absence.

20           4.     Payment of such absence shall be made only upon certification by  
21                   the unit member's administrator or supervisor that the absence was  
22                   attributable to a situation designated as a court appearance within  
23                   the meaning of this policy.   The unit member shall be required to  
24                   sign, on a form provided, a statement that such absence was indeed  
25                   a court appearance as provided in this section.   Such form shall be  
26                   filled out and filed with the Personnel Office.   The administrator  
27                   or supervisor may satisfy himself/herself that a court appearance

1           within the limits of this rule did exist.

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

12   Section 7 - Industrial Accident and Illness Leave. Unit members are entitled  
13 to leave for industrial accident or illness ([EC 44984](#)) subject to the following  
14 provisions:

- 15 A. Leave for any industrial accident or illness shall be for a maximum of  
16 sixty (60) working days in any one (1) fiscal year or the remainder of  
17 the fiscal year, whichever is longer.
- 18 B. When an industrial accident or illness occurs at a time when the full  
19 sixty (60) days will overlap into the next fiscal year, the unit member  
20 shall be entitled to only that amount of leave remaining at the end of  
21 the fiscal year in which the injury or illness occurred for the same  
22 illness or injury.
- 23 C. Leave shall not accumulate from year to year.
- 24 D. Leave will commence on the first day of absence.
- 25 E. Salary payment shall, when added to an award granted the unit member under  
26 applicable workers' compensation laws, not exceed the normal salary for  
27 the day.

1 F. Leave will be reduced by one day for each day of authorized absence  
2 regardless of a compensation award made under workers' compensation.  
3 The industrial accident and illness leave is to be used in lieu of  
4 entitlement under the Sick Leave provisions of the Agreement. When  
5 entitlement to industrial accident and illness leave has been exhausted,  
6 Sick Leave will then be used; if a unit member is receiving workers'  
7 compensation salary indemnity, the unit member shall be entitled to use  
8 only that portion of accumulated Sick Leave or other available leave  
9 which, when added to the workers' compensation award, will provide for a  
10 full day's salary. The unit member shall endorse to the District wage  
11 loss benefits checks received under the workers' compensation laws of  
12 California. The District, in turn, shall issue the unit member  
13 appropriate warrants for payment of salary and shall deduct normal  
14 retirement and other authorized contributions. Reduction of entitlement  
15 to leave shall be made only in accordance with this Section.

16 Section 8 - Jury Duty/Official Appearance Leave.

17 A. Jury duty and official appearance leave shall be granted for purposes of  
18 regularly-called jury duty, appearance as a witness in court other than  
19 as a private litigant on non-employment related matters, or to respond to  
20 an official order from another government jurisdiction for reasons not  
21 brought about through malfeasance of the unit member.

22 B. Upon receipt of notification of a jury duty or official appearance  
23 obligation to be served during working hours on days of assigned service,  
24 the unit member shall inform his/her supervisor and the Personnel Office  
25 immediately.

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

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

5 Section 9 - Maternity Leave/Adoption Leave.

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

16 B. Use of Illness Leave for Maternity.

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

23 2. In the event of miscarriage, a unit member on maternity leave  
24 shall be allowed to return earlier than the expected return date if  
25 a suitable vacancy exists. A written request for early return  
26 should be submitted to the Personnel Office with the medical  
27 clearance as noted above. Unit member compensation and other



1 benefits and privileges will be extended during maternity leave in  
2 the same manner as during illness leave.

3 C. Use of Unpaid Special Leave for Maternity.

- 4 1. Under this option, any pregnant unit member may request a non-paid  
5 leave for maternity purposes for a maximum period of one (1) year.  
6 Prior to such leave, the unit member shall submit in writing to the  
7 Deputy Superintendent Personnel Services a statement indicating the  
8 beginning and ending dates of the requested leave and shall also  
9 submit a physician's statement verifying pregnancy and indicating  
10 the unit member's health would not be jeopardized by continuing  
11 full employment activity until the date the leave would begin.
- 12 2. An extension of the Unpaid Special Leave for maternity purposes  
13 shall require approval by the Board.
- 14 3. In the event of miscarriage or premature birth, the unit member may  
15 request earlier return to work subject to an existing vacancy.  
16 Before actual return to work, a written physician's statement  
17 indicating the unit member is able to perform required duties shall  
18 be filed in the Personnel Office.

19 D. Use of Unpaid Leave for Adoption.

- 20 1. Under this option any unit member may request a non-paid leave  
21 for adoption purposes for a maximum period of one (1) year.  
22 Prior to such leave, the unit member shall submit ~~in writing a~~  
23 written statement to the Personnel Office ~~a statement~~ indicating  
24 the beginning and ending dates of the requested leave.
- 25 2. An extension of the Unpaid Leave for Adoption purposes shall require  
26 approval by the Board.

1 E. Use of Illness Leave for Adoption.

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

5 2. The unit member shall provide a written statement in advance  
6 indicating the date of the adoption, the date the unit member is to  
7 begin the leave, and the estimated date the unit member is to return  
8 to duty.

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

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

16 Section 11 - Personal Necessity Leave.

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

24 1. A unit member shall not be required to secure advance permission,  
25 but will be responsible for advising his/her immediate supervisor  
26 or the Personnel Office at the earliest possible time for absences  
27 caused by any of the following:

- 1 a. The death of a member of the unit member's immediate family  
2 when the number of days of absence exceeds the limit provided  
3 under Bereavement Leave.
- 4 b. An illness of a member of the unit member's immediate family,  
5 including pregnancy of unit member's spouse, serious in  
6 nature, which under the circumstances the unit member cannot  
7 disregard, and which requires the attention of the unit member  
8 during his/her assigned work hours.
- 9 c. An accident involving the unit member's property or the person  
10 or property of a member of the unit member's immediate family.  
11 Such accident must be serious in nature and require the  
12 attention of the unit member during his/her assigned work  
13 hours.
- 14 d. Attendance at funeral services of a close friend.
- 15 e. Absence required in completing final oral and written  
16 examinations for advanced degrees when such examinations are  
17 not offered outside of the work day.
- 18 f. Absence in order to seek alternative employment after  
19 receiving a layoff notice. (Note: In the event the notice  
20 is rescinded, the unit member shall have the day(s) fully  
21 restored.)
- 22 g. A condition or circumstance that would result in a serious  
23 financial loss without the immediate attention of the unit  
24 member.
- 25 h. Other compelling personal reasons of the unit member. The  
26 nature of such reasons must include circumstances which the  
27 unit member cannot disregard and which require the attention

1 of the unit member during assigned work hours.

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

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

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

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

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

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

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

23 4. The unit member shall be required to sign, on a form provided, a  
24 statement that such absence was or would be attributable to a  
25 personal necessity. Such form shall be filled out and filed with  
26 the Personnel Office subject to the direction of the personnel  
27 officer or his or her designee two work days in advance of the

1 requested leave date when possible. Failure to secure advanced  
2 permission may result in the absence being taken without  
3 compensation. Further verification may be required for just cause.

4 Section 12 - Professional Growth Leave.

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

9 B. A unit member receiving professional growth leave shall, on return to  
10 active status, be assured of an assignment at his/her former site  
11 comparable to the one previously held in terms of subject area or grade  
12 level. It is recognized, however, that exceptions to such assurances  
13 regarding assignment may be necessary when other legal or contractual  
14 requirements are present (i.e., effects of layoffs, reassignments,  
15 required transfers) or if schoolwide reorganization should occur.

16 Section 13 - Sick Leave.

17 A. Accumulation of Sick Leave.

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

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

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

- 1           2.     Unit members whose compensation is set by the Basic Certificated  
2                     Salary Schedule and who work less than a full day, less than a five  
3                     (5) day week, or less than a full work year shall be entitled to  
4                     sick leave in the ratio which their service bears to full-time  
5                     service.
- 6           3.     The unit member shall earn sick leave only for days of assigned  
7                     service.
- 8           4.     Sick Leave is cumulative from year-to-year without limit.
- 9           5.     The Business Office is responsible for maintaining records of sick-  
10                    leave earnings and use.    This office will notify unit members  
11                    annually by November 15 of their accumulated sick-leave  
12                    balance.
- 13          6.     Unit members who are employed for Summer School/Extended Year  
14                    will earn sick leave at a rate of one (1) day per nineteen (19)  
15                    days of employment.    However, no more than two (2) days of sick  
16                    leave per fiscal year may be earned in this way.

17   B.    Use of Sick Leave.

- 18          1.     Unit members may use sick leave to visit a medical doctor, dentist,  
19                    State Licensed Psychologist, State Licensed Marriage, Family, and  
20                    Child Counselor, Chiropractor, recognized religious practitioner,  
21                    or optometrist as well as for illness or injury.
- 22          2.     Such appointments made before the close of the workday may be  
23                    approved in advance by the appropriate administrator or supervisor  
24                    with no charge against sick leave.
- 25          3.     Unit members may use sick leave as authorized by other leave  
26                    sections.
- 27          4.     Use of sick leave for unit members will be charged in half-day

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

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

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

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

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

1 D. Notification and Verification.

2 1. The unit member shall be responsible for notification to the  
3 Personnel Office or Principal preceding illness or injury-related  
4 absence whenever possible.

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

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

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

27 E. Extended Benefits. After the unit member's total accumulation of earned



1 sick leave as set forth above is exhausted, additional non-accumulative  
2 leave shall be available for a period not to exceed five (5) school  
3 months. The amount deducted from the unit member's salary shall be the  
4 amount actually paid a substitute employee to fill the position during  
5 the leave or, if no substitute is employed, the amount which would have  
6 been paid to a substitute. The five-month period shall begin on the day  
7 after the expiration of the unit member's total amount of accumulated  
8 sick leave.

9 Section 14 - Special Leave.

- 10 A. When a leave request does not fall within the definition of any other  
11 leave provision, it shall be considered a request for Special Leave.
- 12 B. Special Leave may be granted at the discretion of the Superintendent or  
13 his/her designee(s). Each request for Special Leave must be submitted on  
14 a form provided by the District in sufficient time to permit it to be  
15 approved or disapproved in advance. In extremely unusual and unavoidable  
16 circumstances when the unit member cannot obtain such written approval in  
17 advance, the unit member may make such requests verbally or retroactively.
- 18 C. Special Leave may be approved without pay, with use of sick leave, or  
19 with pay less what a substitute would cost.

20 Section 15 - Unpaid Disability Leave.

- 21 A. Unit members receiving a disability allowance from the State Teachers'  
22 Retirement System shall be placed on an unpaid leave status for a period  
23 not to exceed thirty-nine (39) months. At the end of the thirty-nine  
24 (39) month period, the unit member's employment rights will end.
- 25 B. If, during the thirty-nine (39) month period, the STRS determines that  
26 the disability no longer exists, the unit member will be returned to  
27 regular status upon request as soon as a vacancy for which he/she is

1 qualified exists but no later than the beginning of the next school year.

2 //

3 //

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

1 ARTICLE XII

2 TRANSFER AND REASSIGNMENT

3 Section 1 - Definitions.

4 A. A transfer is a change of work location between schools or other education  
5 facilities.

6 B. A voluntary transfer is one in which the transfer proceedings are  
7 initiated by the unit member.

8 C. An involuntary transfer is one in which the transfer proceedings are not  
9 initiated by the unit member.

10 D. A reassignment is a change of department(s) (secondary, 7-12) or grade  
11 level(s) (elementary, K-6) at a work site.

12 E. A program change is a substantial change of categorical or special  
13 education funding at the work site.

14 Section 2 - Vacancy Announcement.

15 A. The Deputy Superintendent Personnel Services shall publish a list of  
16 anticipated vacancies as they become known. Such lists shall be posted  
17 on the Association bulletin board at each school and mailed to the  
18 Association. As additional information becomes available, the lists shall  
19 be updated. Unit members who desire a change in work location between  
20 schools may keep an active written request for transfer with the  
21 District's Personnel Office as well as the Association. As vacancies are  
22 posted and sent to the Association, the Association may, in turn, notify  
23 its interested members of such vacancies. During the summer recess, such  
24 notices shall be mailed to a unit member upon written request. Vacancy  
25 lists may not reflect accurately all vacancies which may occur because of  
26 such variables as subject matter or grade-level change within a school or  
27 changing budget and staff formulae conditions.

- 1 B. Notices of vacancies shall be posted for at least five (5) days on the  
2 Association bulletin board in each school before a selection is made.
- 3 C. Vacancies may not necessarily be posted if caused by any of the following:
- 4 1. Unexpected enrollment increases from the opening day of school to  
5 October 1.
- 6 2. Subsequent vacancies caused by transfers during the school year.
- 7 D. All appropriate transfer requests shall be considered prior to filling a  
8 vacant position.

9 Section 3 - Transfer Request.

- 10 A. The transfer request may be submitted at any time. In addition, the  
11 District shall include with the yearly Offer and Notice of Reemployment  
12 notification of the right to request transfer, the purpose of such  
13 notification, and the procedure to be followed.
- 14 B. Any request for a transfer must be submitted in writing to the Personnel  
15 Office. The request must be dated, must describe the transfer requested,  
16 and must be signed. In general, it is more likely that a transfer request  
17 can be honored where latitudes for transfer are broad. Transfer requests  
18 may specify a limited period during which the request shall be active,  
19 but no such request shall be maintained in an active status longer than  
20 one (1) year from the date received. The Deputy Superintendent Personnel  
21 Services shall acknowledge receipt of any transfer request within one (1)  
22 week.
- 23 C. The transfer request may be in response to a listed vacancy or may be a  
24 request for consideration for a transfer should a position become  
25 available. If the voluntary transfer for a specific vacancy request is  
26 denied, the unit member shall be provided with the reasons for the denial  
27 in writing. A unit member requesting a transfer shall not be transferred

1 without concurrence to an assignment other than the one requested. If  
2 the specific requested transfer is not made, the unit member shall not be  
3 singled out for an involuntary transfer but shall be considered equally  
4 with other unit members for involuntary transfer.

5 Section 4 - Voluntary Transfers.

6 A. Voluntary requests for transfer to fill a specific vacancy shall be  
7 considered on the basis of the following criteria in the order listed:

- 8 1. Credentials required to perform the assigned duties.
- 9 2. Highest District seniority.

10 B. Copies of the unit member's transfer request, transfer notice, and  
11 inactive reports shall be sent to the unit member.

12 Section 5 - Involuntary Transfer Necessitated by Changes in School(s)

13 Enrollment or Program Change.

14 A. No unit member shall be involuntarily transferred to fill a vacancy if  
15 there is a qualified volunteer for the available position.

16 B. Involuntary Transfers Necessitated by Changes in School(s) Enrollment or  
17 Program Change shall be made in accordance with the following criteria in  
18 the order listed and shall be excluded from the conference and  
19 documentation process:

- 20 1. Credential required for the assigned position.
- 21 2. Least District seniority. If seniority is equal the Deputy  
22 Superintendent Personnel Services or his/her designee shall  
23 determine which of the unit members with equal seniority shall be  
24 transferred. Unit member(s) assigned to bilingual or special  
25 education, may be excluded from this provision if, in the judgment  
26 of the Deputy Superintendent Personnel Services, it is in the best  
27 interest of the respective programs for the unit member(s) to remain

1           in the current assignment(s).

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

9 D.    Before making an involuntary transfer as outlined in this Section, the  
10       Deputy Superintendent Personnel Services shall, if requested, meet with  
11       the unit member to discuss the reasons for the transfer and the rights  
12       and responsibilities of the transferee. The unit member may bring an  
13       Association representative to this meeting if he/she desires.

14 Section 6 - Administrative Transfers.

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

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

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

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

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

25 F.    An administrative transfer shall not be made by the Deputy Superintendent  
26       Personnel Services until a conference has been held with the unit member  
27       and administrative personnel familiar with the situation. Unit members

1 may, however, waive their right to such a conference. In any and all  
2 such conferences, the unit member may be represented by any person or  
3 persons of the unit member's choosing. The conference shall include the  
4 administrator recommending the transfer. Prior to the conference, the  
5 Deputy Superintendent Personnel Services shall identify that  
6 administrator recommending the transfer, and the unit member shall be  
7 advised in writing by the administrator of the reason for the  
8 recommendation and the values to be achieved. The unit member being  
9 considered for administrative transfer shall have three (3) working days  
10 after receipt of the written reason for the transfer or the conference,  
11 or waiver of said conference, whichever is last, to react in writing.  
12 Any reaction shall be considered before the transfer is made. The Deputy  
13 Superintendent Personnel Services shall also confer with the unit member's  
14 current administrator and the potential administrator if either or both  
15 are not included in the conference with the unit member.

16 G. Four (4) records related to transfer shall be maintained. First, a record  
17 of the review conference prior to an administrative transfer shall be  
18 made by the administrator or administrative personnel present  
19 immediately after any conference which results in such a transfer. The  
20 second record shall be the reason for the administrative transfer and the  
21 values to be achieved. The third record shall be the written notice of  
22 transfer made by the personnel office with copies sent to the unit  
23 member's current administrator, new administrator, and the Association.  
24 The fourth record shall be an informal letter to any unit member when  
25 his/her written transfer request has become inactive without resulting in  
26 a transfer.

27

1 Section 7 - Reassignment.

2 A. Whenever practical, voluntary reassignment will be granted.

3 B. Reassignment shall not be punitive or disciplinary in nature. It shall  
4 be based on the legitimate, educationally-related needs of students.

5 C. Teachers assigned to elementary combination classes or GATE cluster  
6 classes shall be given priority in reassignment to regular classes in the  
7 succeeding year if such a reassignment is requested in writing. Of the  
8 two, combination classes will be given first priority. Preference shall  
9 be given to those teachers who have the longest continuous service in  
10 those classes at the site.

11 D. Before making an involuntary reassignment, the supervising administrator  
12 shall, if requested, meet with the unit member to discuss the reasons for  
13 the reassignment and the rights and responsibilities of the unit member.  
14 The unit member may bring an Association representative to this meeting  
15 if he/she desires.

16 Section 8 - Assistance to the Unit Member.

17 A. Pre-packaged personal materials and teaching aids shall be moved to a  
18 transferred unit member's new work location by the maintenance and  
19 operations or warehouse personnel, if requested.

20 B. When a transfer is made during the school year, the unit member shall  
21 receive a minimum of three (3) days of release time on campus before  
22 commencement of the new assignment.

23 C. Any classroom teacher whose yearly room assignment is changed after the  
24 first day of instruction shall, on request, receive a day of release time  
25 on campus to prepare accordingly.

26 Section 9 - Additional Negotiation.

27 The parties agree to meet and negotiate an ad hoc procedure to be used for



1 transfers of unit members to any new middle school or comprehensive high school  
2 which is staffed during the term of this Agreement. If the parties are unable  
3 to reach an agreement and achieve ratification by six (6) months prior to the  
4 opening of the new school, the transfers will be made according to provisions  
5 of the current Agreement.

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

7 A. Planning.

- 8 1. As soon as practical but not later than May 1, the Director of  
9 Education Support Services shall distribute a list of all  
10 anticipated assignment locations for the coming school year to each  
11 psychologist, nurse, and Speech and Language Pathologist.
- 12 2. A conscientious effort shall be made to make the workloads of  
13 assignments equitable. Criteria such as the number of students at  
14 the site(s); the number of sites assigned to a unit member and their  
15 proximity; and the number of special education and limited English  
16 proficient students at the site(s); and the requirements of  
17 supplemental categorical projects shall be considered.
- 18 3. Prior to the end of the school year, a meeting with each group shall  
19 be held with members of each respective group invited. Comments on  
20 the implications or ramifications of any anticipated changes except  
21 those of a personal nature that may or will occur shall be made  
22 during these meetings. The Association shall be notified by the  
23 Director of Education Support Services of the meetings in sufficient  
24 time to send a representative if it so chooses. No efforts of any  
25 kind shall be made in these meetings by anyone to encourage, entice  
26 or compel a unit member to request a voluntary transfer.

27

1 B. Procedure.

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

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

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

27 4. Involuntary transfers shall only occur as a result of enrollment

1 changes, program changes or as an attempt to equalize workloads and  
2 shall be treated in accordance with Section 5 of this Article.

3 5. Any nurse, psychologist, or speech and language pathologist shall  
4 have the right to meet with the Deputy Superintendent of Personnel  
5 Services, the Director of Education Support Services, and an  
6 Association representative prior to the implementation of his/her  
7 involuntary transfer to discuss the situation and possible  
8 alternatives which may include a voluntary transfer described in  
9 paragraph 2 above.

10 C. Time Considerations.

11 1. The Director of Education Support Services shall notify the Deputy  
12 Superintendent of Personnel Services in writing if he/she feels a  
13 voluntary transfer can be granted or if an involuntary transfer is  
14 necessary. This shall be done prior to contacting or notifying any  
15 unit member who may be impacted by such a transfer. Notification  
16 to transferees shall be made in writing from the personnel office.  
17 Sufficient time shall be provided for completion of current  
18 responsibilities prior to implementing the transfer.

19 2. Psychologists, nurses, and Speech and Language Pathologists  
20 transferred during their work year shall receive one (1) day of  
21 released time on the site(s) with no scheduled activities for each  
22 site involved in the transfer.

23 3. Nurses, psychologists, and Speech and Language Pathologists  
24 assigned to more than one (1) site may, by agreement with the  
25 Assistant Superintendent Education Services, temporarily alter  
26 their schedule in order to meet increased needs/responsibilities at  
27 a specific assigned site that they serve.

1 D. Prior to the transfer or reassignment of a unit member covered by this  
2 section during his/her work year, the unit member shall have the right to  
3 meet as described in subsection B, paragraph 5 to discuss the situation  
4 and possible alternatives.

5 //

6 //

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

1 ARTICLE XIII

2 WORK YEARS

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

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

12 B. Description. Work days for positions listed below exclude Saturdays,  
13 Sundays, legal and local holidays, Thanksgiving recess, Winter recess and  
14 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

27

1	Program Specialist	Basic Work Year Plus 10 Days
2	Guidance Coordinator	Basic Work Year Plus 20 Days
3	Adult Education Teacher	As assigned

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

7	<u>Job Title</u>	<u>Work Year</u>
8	Teacher (Community Day School)	Basic Work Year Plus 25 Days
9	Teacher (Lead Independent Study/Adult Ed.)	Basic Work Year Plus 30 Days
10	Teacher (Lead Work Experience)	Basic Work Year Plus 41 Days
11	Teacher (Five Period Agriculture)	Basic Work Year Plus 41 Days

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

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

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

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

26 Section 6 - State Incentives for Longer Work Year. The Basic Work Year  
27 includes five (5) additional instructional days that are funded with state

1 incentive funds as provided in [Education Code Sections 46200 - 46201](#). The  
2 Basic Certificated Salary Schedule has been increased 2.8% to compensate for  
3 these additional days. Continuation of the additional instructional work days  
4 and the corresponding salaries is conditioned on the District continuing to  
5 qualify for and receive all such incentive funds.

6 Section 7 - Part-Time Work

- 7 A. Any unit member may request a part-time assignment. Some assignments may  
8 be shared with another unit member; others may not.
- 9 B. The request for a part-time assignment must be provided to the Personnel  
10 Office in writing and specify the assignment desired. The request may be  
11 made at any time. However, the period between January 1 and March 15 is  
12 preferable.
- 13 C. It is not the responsibility of the requesting unit member to find another  
14 unit member to share an assignment. However, if he/she is aware of a  
15 potential candidate, he/she may inform the personnel office regarding  
16 that candidate.
- 17 D. The unit member shall receive written notification when the request is  
18 approved. Until the unit member accepts the part-time assignment in  
19 writing, his/her status shall be unchanged.
- 20 E. A part-time unit member shall receive health and welfare benefits as  
21 stated in the Health and Welfare Article.
- 22 F. A part-time unit member shall be paid and shall advance on the salary  
23 schedule as specified in the Basic Compensation Article.
- 24 G. A part-time unit member's seniority day shall not be affected by his/her  
25 part-time status.
- 26 H. A part-time unit member shall be allowed to return to full-time status  
27 as provided in the Basic Compensation Article.  
28

1 ARTICLE XIV

2 BASIC COMPENSATION

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

6 A. Application of Salary ~~Schedule~~ Schedules.

7 1. Definition of Terms.

8 a. "Degree" refers to earned degrees in education or a public  
9 school subject.

10 b. "Unit" refers to semester units from an accredited college or  
11 university.

12 c. "Bachelor's Degree" means any earned Bachelor of Science or  
13 Bachelor of Arts degree or equivalent from an accredited  
14 institution.

15 d. "Master's Degree" means any earned Master of Science or Master  
16 of Arts degree or equivalent from an accredited institution.

17 e. "Doctoral Degree" means any earned Doctor of Philosophy or  
18 Doctor of Education degree or equivalent from an accredited  
19 institution.

20 f. "Accredited Institution" means an institution listed as  
21 accredited by the appropriate regional accrediting commission  
22 in the most recent issue of the "Accredited Institutions of  
23 Postsecondary Education" published by the Council for Higher  
24 Education Accreditation.

25 g. "Semester Unit" means one semester hour of upper division  
26 or graduate-level work from an accredited institution. All  
27 column headings indicate requirements in semester units.



1 Transcripts indicating quarter-hour credit will be evaluated  
2 in semester-hour equivalents with one (1) quarter hour  
3 equaling 2/3 semester hours.

4 h. "Upper Division Courses" are those certified by an accredited  
5 institution as junior or senior level. Any graduate class  
6 would be considered equal to or superior to upper division.

7 i. "Prior Teaching Experience" - a year of prior teaching  
8 experience for credit must equal seventy-five percent (75%)  
9 of the minimum 175-day teaching year required by California  
10 law. Full-time teaching in Grades K-12 or Special Education  
11 Programs in public school or in fully-accredited private  
12 school while holding a valid teaching credential will be  
13 accepted.

14 j. "Transcript" is a documentary record of completed work  
15 certified by notarized signature or institutional seal and  
16 received by direct mail in the Personnel Office from an  
17 accredited institution.

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

21 l. "8.0 Vocational Credential" - In recognition of the value  
22 of the 8.0 Vocational Credential, a unit member who holds the  
23 credential but not the Bachelor's Degree shall be placed on  
24 the Basic Certificated Salary Schedule as if holding the  
25 Bachelor's Degree. A unit member who holds both the  
26 credential and the Bachelor's Degree shall be placed on the  
27 Basic Certificated Salary Schedule as if holding the Master's

1 Degree.

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

16 2. Initial Placement.

17 a. Initial salary placement for the school year shall be made by  
18 the tenth working day after the unit member's start date by  
19 the Deputy Superintendent Personnel Services and based upon  
20 documentary evidence which has been received on or before the  
21 tenth working day after the unit member's start date. It is  
22 the responsibility of each unit member to ensure that  
23 verification of prior employment or transcript of training  
24 has been received in the Personnel Office prior to the tenth  
25 working day after the unit member's start date. In the event  
26 official transcripts are not available prior to the tenth  
27 working day after the unit member's start date, a grade card

1 or a written, signed statement from the course instructor  
2 shall be accepted; however, official transcripts of  
3 coursework must be in the Personnel Office no later than the  
4 thirtieth working day after the unit member's start date.

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

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

21 3. Column Advancement.

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

25 b. Educational training taken for advancement must be from an  
26 accredited college or university. Units or hours must be of  
27 the upper division or graduate level, unless a specific lower

1 division course is required to meet a credential requirement,  
2 is a prerequisite for necessary advanced coursework, or is a  
3 course needed to improve the instructional level of the unit  
4 member. Such a lower division course will not be accepted  
5 for column advancement credit unless the unit member has  
6 received written approval prior to enrollment in the course  
7 from the Deputy Superintendent Personnel Services. Approval  
8 will be for specific units and can in no way be deemed general  
9 approval for a particular type of course or any series of  
10 courses. One-third (1/3) of the total units between columns  
11 can be inservice credits. The District may pay the fees or  
12 tuition for such courses or inservice activities without  
13 jeopardizing the use of such courses or inservice activities  
14 for column advancement purposes.

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

24 d. Salary increases earned as a result of column advancement  
25 shall be made effective at the beginning of the pay period  
26 immediately following the receipt of proper documentation in  
27 the Personnel Office.

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

2 4. Experience Credit for Step Increment Advancement.

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

8 b. A unit member shall advance one (1) increment step per year  
9 in compliance with the Basic Certificated Salary ~~Schedule~~  
10 Schedules. However, unit members who have advanced to the  
11 maximum step of a given column on either of the Basic  
12 Certificated Salary Schedules shall not lose experience  
13 credit advancement as a result of a delay in qualifying for  
14 column advancement.

15 c. When a part-time employee obtains or returns to full-time  
16 employment, time worked in the part-time assignment shall  
17 be totaled, and the unit member shall be placed on the  
18 appropriate salary step. For purposes of this calculation,  
19 any fractional year remaining must total 132 full-time  
20 equivalent days (seventy-five percent of the State-required  
21 175 days) or more to be credited.

22 Section 2 - Longevity Increment. A unit member who has completed twenty (20)  
23 years of full-time regular certificated employment in the District shall receive  
24 a salary allowance each subsequent year in addition to his/her placement on  
25 either of the Basic Certificated Salary Schedules. The amount of the longevity  
26 increment shall be determined by years of full-time regular certificated  
27 employment in the District and a percentage of the amount in Column G, Step 13

1 of Basic Certificated Salary Schedule 101. Effective July 1, 2015, a unit  
2 member who has completed sixteen (16) years of full-time regular certificated  
3 employment in the District shall receive an annual salary allowance equal to  
4 two point twenty-one percent (2.21%) of Column G, Step 13.

5 Effective February 1, 2007, after twenty (20) years, the annual salary allowance  
6 shall be equal to four and one-half percent (4.5%) of Column G, Step 13. This  
7 percentage shall change to six and one-quarter percent (6.25%) of G-13 for unit  
8 members who have completed twenty-four (24) years, and to nine and one-half  
9 (9.5%) of G-13 for unit members who have completed twenty-eight (28) years.

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

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

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

1 Section 5 - Doctoral Stipend. Unit members with an earned Doctorate degree  
2 shall receive an additional yearly stipend of four percent (4%) of the amount in  
3 Column G, Step 13 of ~~the~~ Basic Certificated Salary Schedule 101.

4 Section 6 - English Learner Assessment and Instruction.

5 A. A full-time Speech and Language Pathologist or Psychologist whose  
6 assignment, as determined by the District, requires that fifty percent  
7 (50%) or more of his/her standardized student assessments be conducted in  
8 Spanish shall receive an annual stipend of \$1000. A part-time assignment  
9 shall be appropriately prorated.

10 B. Planning and Progress Documentation

11 1. Elementary teachers who are assigned twelve (12) or more designated  
12 English learners shall be provided one (1) day of release time to  
13 complete required planning and/or student progress documentation.

14 Elementary teachers who are assigned eight (8) or more such students  
15 will be provided with one-half (1/2) day of release time. Such  
16 release time shall be conducted during normal working hours at the  
17 unit member's work site.

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

25 Section 7 - Mandatory Staff Development Day.

26 A. A mandatory District staff development day for all unit members shall be  
27 scheduled by the District on one (1) of the two (2) teacher orientation

1 days prior to the start of the first semester.

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

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

9 2. Deduct 5% for administrative costs from the amount received by  
10 the District.

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

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

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

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

27 //



## Jurupa Unified School District

**BASIC CERTIFICATED SALARY SCHEDULE 101 (1%)**  
**Effective 7/1/17 to 6/30/18 (184 contract days) (7.5 hrs/day)**

Step	C B.A. + 0-44 Units	D B.A. + 45 units or M.A.	E B.A. + 60 units	F B.A. + 60 including M.A.	G B.A. + 75 including M.A.
2	53,878	57,495	61,097	65,102	68,686
3	55,844	59,643	63,428	67,514	71,265
4	57,808	61,787	65,760	69,923	73,841
5	59,775	63,933	68,091	72,335	76,420
6	61,740	66,078	70,422	74,747	78,997
7	63,706	68,223	72,754	77,158	81,571
8	65,674	70,369	75,082	79,570	84,149
9	67,640	72,514	77,417	81,980	86,728
10	69,604	74,660	79,746	84,392	89,304
11	0	0	0	86,801	91,882
12	0	0	0	89,212	94,458
13	0	0	0	91,623	97,692

**Salary below reflects years of service within Jurupa Unified School District only**

17	71,763	76,819	81,905	93,782	99,851
21	74,000	79,056	84,142	96,019	102,088
25	75,710	80,766	85,852	97,729	103,798
29	78,885	83,941	89,027	100,904	106,973

**B-1 = 52,673**

# Jurupa Unified School District

**BASIC CERTIFICATED SALARY SCHEDULE 100 (1%)**  
Effective 7/1/17 to 6/30/18 (184 contract days) (8.0 hrs/day)

<b>Step</b>	<b>C B.A. + 0-44 Units</b>	<b>D B.A. + 45 units or M.A.</b>	<b>E B.A. + 60 units</b>	<b>F B.A. + 60 including M.A.</b>	<b>G B.A. + 75 including M.A.</b>
2	52,353	55,869	59,368	63,259	66,743
3	54,262	57,954	61,633	65,604	69,248
4	56,173	60,037	63,900	67,945	71,751
5	58,083	62,122	66,164	70,288	74,255
6	59,994	64,209	68,428	72,631	76,763
7	61,903	66,293	70,695	74,973	79,264
8	63,816	68,377	72,958	77,319	81,768
9	65,725	70,462	75,225	79,659	84,272
10	67,634	72,547	77,489	82,003	86,777
11	0	0	0	84,344	89,282
12	0	0	0	86,688	91,784
13	0	0	0	89,030	94,926

1 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  
4 duties shall be paid in accordance with the extra-compensation formulas and  
5 criteria in this Article.

6 Section 2 - Method of Payment.

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

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

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

14 Section 4 - Computation of Extra Compensation Amounts.

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

22 B. Prior to implementation of a negotiated change in any factor of the above  
23 formula, a designated representative of each Party shall meet and  
24 calculate successor amounts and transmit the calculation to the  
25 Association, the Personnel Office, and the Business Office.

26 Section 5 - Summer School Work Day and Compensation.

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

- 1 B. The Summer School Daily Rate is calculated by multiplying Step 1, Column  
2 "B" on the Basic Certificated Salary Schedule 101 by the percent factor  
3 (.5%) indicated on Schedule IV. This calculation is based upon the basic  
4 work-day conditions described in A.
- 5 C. In order to meet specific program needs and holiday schedules, the basic  
6 work-day hours and the number of instructional minutes per day may be  
7 adjusted by the District following written notification from the Assistant  
8 Superintendent Education Services to the Association. The Summer School  
9 Daily Rate that year for those specifically affected programs will be  
10 modified to reflect the compensation guidelines under the Summer  
11 School/Extended Year Rate in Schedule IV.
- 12 1. An increase in the minutes of instruction (240) shall require a  
13 corresponding increase in the Summer School Daily Rate. For  
14 example, adding nine (9) minutes to the daily instructional minutes  
15 reflects a 3.75% increase (9 divided by 240). If the current Daily  
16 Rate is \$147.50, the corresponding increase would equal \$5.53 for  
17 a new total of \$153.03 with no increase in the workday hours. When  
18 rounded up, the new daily rate amount would equal \$153.10.
- 19 2. An increase in the basic workday hours (4.6) shall require a  
20 corresponding increase in the Summer School Daily Rate. For  
21 example, adding nine (9) minutes to the workday would reflect a  
22 3.26% increase (9 divided by 276). If the current Daily Rate is  
23 \$147.50, the corresponding increase would equal \$4.81 for a new  
24 total of \$152.31 with no increase in the instructional minutes.  
25 When rounded up, the new daily rate amount would equal \$152.40.
- 26 3. An increase in both the minutes of instruction (240) and the workday  
27 hours (4.6) shall require a corresponding increase in the Summer  
28 School Daily Rate. For example, if the instructional minutes and  
29 the workday minutes are both increased by nine (9) minutes, the

1 result would then be \$147.50 + \$5.53 + \$4.81 for a new total of  
2 \$157.84. When rounded up, the new daily rate amount would equal  
3 \$157.90.

4 Section 6 - CIF Competition. A coach shall receive a weekly stipend equal to  
5 ten percent (10%) of his/her seasonal coaching compensation for each week of  
6 CIF playoff competition involving his/her team. The site principal, after  
7 consultation with the coach, shall designate the number of assistant coaches,  
8 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  
11 competition shall have at least one (1) compensated coach.

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

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

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

29 1. The principal shall announce the vacancy to the department or group

1 and will accept nominations for the assignment.

2 2. The department or group shall, in a timely manner, submit its  
3 candidate(s) for the vacancy.

4 3. The method by which the department or group comes to agreement shall  
5 be determined by the department or group. Such methods may include  
6 election, consensus, or acclamation. If there is no clear  
7 agreement, a list of candidates will be submitted to the principal.

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

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

15 Section 8 - Adult Education Notification and Preparation Time.

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

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

22 Section 9 - Anticipated Vacancies.

23 A. No later than thirty (30) days prior to the end of the school year, the  
24 District shall post a list of anticipated extra-compensation assignment  
25 vacancies for the following school year. This list shall be updated by  
26 the thirtieth (30<sup>th</sup>) day of the school year.

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

29 C. Seasonal comprehensive high school coaching position vacancies shall be

1 posted district-wide by school administration prior to a selection being  
2 made. The posting requirement may be waived if the position becomes  
3 vacant within three (3) weeks of the commencement of the season of the  
4 sport involved, or after the season begins. In such cases, the position  
5 shall be posted the following year, and the incumbent coach must apply,  
6 along with other applicants, if he/she desires to continue in the  
7 position.

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

15 Section 10 - Additional Preparation Periods. Additional preparation periods  
16 scheduled as a result of extra compensation assignments shall not be used for  
17 the calculation of class sizes in any calculation formulas in the Class Size  
18 Article (e.g., if five (5) unit members are assigned one (1) additional  
19 preparation period each, then they shall be counted as four (4) unit members  
20 for purposes of calculating class size average).

21 Section 11 - Summer Session Staffing. Staffing for summer school Programs will  
22 be made under the provisions that follow. Anticipated vacancies for summer  
23 school positions will be announced to unit members by a posting at each school  
24 site. Reasonable efforts will be made to match applicants to vacancies to which  
25 they are qualified. Each applicant will receive equal consideration for each  
26 position to which he/she has applied based on the applicant's credential(s) and  
27 relevant experiences. In the event that the number of applicants exceeds the  
28 number of anticipated vacancies, the following selection process will be used:  
29 Unit members who apply for state- reimbursed summer school positions including



1 regular education, special education, proficiency, and independent study  
2 programs will be selected by use of a point system based upon the criteria and  
3 procedures indicated below. Non-unit member applicants will only be considered  
4 in the absence of qualified unit member applicants willing to teach the specific  
5 course being offered.

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

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

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

18 2. Prior Non-selection.

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

26 b. A unit member who declines a summer school employment offer  
27 for which he/she has applied will not receive points for non-  
28 selection.

29

1           3.    Current Assignment.

2           a.    K-8 SELO/ K-8 Special Education Summer School.    One point  
3                   shall be awarded to each applicant whose current assignment  
4                   is at an elementary or middle school site.

5           b.    The maximum number of points awarded to any applicant shall  
6                   not exceed one (1) under this criterion.

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

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

17           1.    The District shall determine which courses are to be offered based  
18                   upon student enrollment. Continuing summer school employment shall  
19                   be contingent upon sufficient student enrollment as determined by  
20                   the District.    The courses and the number of positions to be posted  
21                   should be determined no later than thirty (30) days prior to the  
22                   end of each school year.

23           2.    The District will post summer school vacancies.    Vacancy  
24                   announcements will indicate the specific course/position, summer  
25                   school site, and the necessary credential requirement.    All  
26                   applications must be received at the personnel office by the closing  
27                   date indicated on the announcement.

28           3.    Shortly after the closing date for applications, the summer school  
29                   administrator(s) will review the applications and match the

1 applicants' qualifications to the courses being offered.

2 4. Selections shall be made using the criteria indicated above from  
3 among the qualified applicants.

4 4. In the event that declining student enrollment requires the  
5 consolidation of sections of the same course at a site, resulting  
6 in the elimination of a teaching position at that site, the  
7 Directly-impacted unit member with the fewest number of criteria  
8 points shall be released. In the event of a tie, the unit member  
9 with the least district seniority shall be released. The same  
10 process shall apply to other district summer school programs,  
11 including Independent Study.

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

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

26 E. Remedy. If the non-selection of a unit member is caused by an  
27 unintentional error in the implementation of this procedure, the non-  
28 selected unit member shall be guaranteed a future summer school position  
29 when a course is next offered for which he/she is qualified. The District

1 and the Association shall mutually agree upon the determination of such  
2 an error.

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

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

11 Section 13 - Elementary Combination Class Stipend.

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

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

18 1. A teacher assigned a combination class may notify the site principal  
19 that he/she would like to explore the option of having the students  
20 at one of the two grade levels assigned to another teacher(s). This  
21 alternative may not be feasible if the combination class has  
22 approximately the same number of students in each grade level or if  
23 the other classes at the pertinent grade level cannot absorb the  
24 students to be assigned. The site principal will make the  
25 determination on the feasibility of the request.

26 2. If the site principal determines that it is possible for the  
27 students in one grade level to be assigned to another teacher(s),  
28 the principal will, in collaboration with the affected teacher(s),  
29 contact the potential receiving teacher(s) to inquire if they are

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

willing to take the additional students.

3. If the receiving teacher(s) decline to take the additional students, the students in the original combination class will remain as assigned and the other teacher of the combination class will receive the stipend as outlined in Part A above.

4. If the receiving teacher(s) are willing to take the additional students, a stipend of \$1,000 will be given to the teacher(s) who take the additional students as long as the additional students cause the receiving teacher's class size to go over the contractual class size maximums.

//  
//

SCHEDULE III

(EFFECTIVE JULY 1, 2014)

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

		Percent of B-1
8	Athletic Director	11.50%
9	(summer)	1.25
10	Head Football Coach (fall + spring)	11.50
11	(summer)	3.50
12	Head Basketball Coach (winter)	8.00
13	(summer)	3.50
14	Head Baseball Coach (spring)	8.00
15	(summer)	3.50
16	Head Softball Coach (spring)	8.00
17	(summer)	3.50
18	Other Head Coaches	8.00
19	Other Assigned Coaches (summer)	3.50
20	Assistant Football Coach (fall + spring)	8.50
21	(summer)	3.50
22	Other Assistant Coaches	6.00

(B) EXTRA COMPENSATION FOR EXTRA DUTIES - ANNUAL RATES

Comprehensive High School

28	Academic Decathlon Advisor	3.00%
29	ASB Advisor	11.50
30	AVID Coordinator	3.75
31	Choral Music Coordinator	8.00
32	College Bowl Advisor	3.00
33	Color Guard Advisor	8.00
34	Data Team Leader	3.00
35	Drama Advisor	6.00
36	Drill Team Advisor	8.00
37	English Language Site Facilitator	1.50
38	Forensic Advisor	3.00
39	GATE Coordinator	3.00
40	Head Class Sponsor (freshman)	3.50
41	Head Class Sponsor (junior)	8.00
42	Head Class Sponsor (senior)	4.00
43	Head Class Sponsor (sophomore)	3.50
44	Instrumental Music Coordinator	8.50
45	Instrumental Music Coordinator (summer)	3.00
46	Journalism Advisor	8.00
47	Mock Trial Advisor	3.00
48	Model Congress Advisor	1.50
49	Model U.N. Advisor	1.50
50	Pep Squad Advisor	8.00
51	Positive Behavior Intervention & Support (PBIS Coordinator)	3.00

1	Safe Schools Site Coordinator	1.50
2	Science Fair Coordinator	1.00
3	Student Study Team Leader + 504	3.00
4	Technology Coordinator	3.00
5	Testing Coordinator	2.50
6	Yearbook Advisor	9.00
7	<u>Continuation High School</u>	
8	English Language Site Facilitator	1.50
9	GATE Coordinator	1.50
10	Journalism Advisor	4.00
11	Positive Behavior Intervention & Support (PBIS Coordinator)	3.00
12	Safe Schools Site Coordinator	1.50
13	Science Fair Coordinator	1.00
14	Student Study Team Leader + 504	3.00
15	Technology Coordinator	3.00
16	Testing Coordinator	2.00
17	Yearbook Advisor	5.00
18	<u>Middle School</u>	
19	ASB Advisor	5.00
20	AVID Coordinator	3.75
21	Choral Music Coordinator	6.00
22	Color Guard Advisor	4.00
23	English Language Site Facilitator	1.50
24	GATE Coordinator	1.50
25	Head Grade Sponsor (eighth)	2.00
26	Head Grade Sponsor (seventh)	1.00
27	Instrumental Music Coordinator	6.00
28	Journalism Advisor	4.00
29	Math Field Day Coordinator	1.00
30	Positive Behavior Intervention & Support (PBIS Coordinator)	3.00
31	Safe Schools Site Coordinator	1.50
32	Science Fair Coordinator	1.00
33	Spelling Bee Coordinator	1.00
34	Student Study Team Leader + 504	3.00
35	Technology Coordinator	3.00
36	Testing Coordinator	2.00
37	Yearbook Advisor	5.00
38		
39	<u>Elementary School</u>	
40	Academic Olympics Coordinator	1.00
41	District Choral Music Coordinator	5.00
42	District Instrumental Music Coordinator	5.00
43	District Recreational Program Coordinator	5.00
44	English Language Site Facilitator	1.50
45	GATE Coordinator	1.50
46	Math Field Day Coordinator	1.00
47	Multi-Grade SDC Teacher	3.00
48	Positive Behavior Intervention & Support (PBIS Coordinator)	3.00
49	Safe Schools Site Coordinator	1.50
50	Science Fair Coordinator	1.00
51	Spelling Bee Coordinator	1.00
52	Student Study Team Leader + 504	3.00
53	Technology Coordinator	3.00
54	Testing Coordinator	2.00
55		

1	Other assigned extra compensation	1.00
2	(Student Council, Principal's Designee,	
3	Yearbook, Disaster Preparedness, Young	
4	Authors - Maximum of 3 per site)	
5		
6		
7	<u>(C) EXTRA COMPENSATION FOR EXTRA DUTIES - DEPARTMENT HEAD OR GROUP LEADER -</u>	
8	<u>ANNUAL RATES</u>	
9		
10	<u>Comprehensive High School Formula</u>	
11	1. Annual base per department head	5.00%
12	<u>plus</u>	
13		
14	2. Per period (based on first semester schedule)	.07
15		
	<u>Middle School Formula</u>	
16	1. Annual base per department head	2.00
17	<u>plus</u>	
18		
19	2. Per teacher (including department head)	.10
20		
	<u>Elementary School Grade Level Leader Formula</u>	
21	1. Annual base for each K-6 grade leader and special education leader	
22		1.00
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		



SCHEDULE IV

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36

(A) EXTRA COMPENSATION FOR EXTRA DUTIES - HOURLY RATE

Percent  
of B-1

Adult Education Teacher, Curriculum .084%  
Development Assignment, Driver Training  
Teacher, Extra Period Daily Teaching  
Assignment, Home Teacher, Saturday School  
Assignment, Other Hourly Assignments

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

Daily rate per 4.6 hour workday .500  
(effective first workday of session)

1 ARTICLE XVI

2 REIMBURSEMENTS

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

4 A. Coverage

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

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

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

22 A. Value. For reimbursement purposes, the value of property shall be its  
23 value at the time of loss or damage. Loss or damage must be reported to  
24 the unit member's supervisor within one (1) workday of the occurrence  
25 except where the loss or damage involves personal property authorized for  
26 use on the job when it shall be reported within two (2)  
27 days. For purposes of this section, a day is defined as a day which a

1 unit member actually reports at his/her regular work site for duty.

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

7 C. Procedures. Procedural requirements established by the District  
8 regarding claims for reimbursement must be fulfilled prior to the receipt  
9 of reimbursement. Such requirements may include filing a sheriff's  
10 report, completing a Crime/Vandalism report, or obtaining estimates or  
11 quotations, etc.

12 Section 2 - Mileage.

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

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

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

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

27 B. A unit member must choose to receive either the IRS rate or the IRS/AAA

1 average rate. Election of the mileage reimbursement rate must be made at  
2 the same time as the first claim for reimbursement on or after July 1.  
3 All subsequent claims for that year (July 1 through June 30) will then be  
4 reimbursed at the selected rate. If no reimbursement selection is made,  
5 then the IRS rate shall be used.

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

8 Section 3 - Telephone. Unit members who are required to use their personal  
9 telephones for parental contacts shall be reimbursed for such long distance  
10 calls.

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

13 //

14 //

15

16

17

18

19

20

21

22

23

24

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

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

18 Section 2 - Deductions and Payment.

19 A. Deductions authorized by unit members shall be deducted on a tenthsly basis  
20 from the August through May payrolls as appropriate.

21 B. The District shall contribute to the benefits pool an amount equal to  
22 \$9,500 times the number of FTE unit members.

23 C. By September 10, the Association shall adjust unit member surcharges to  
24 equal the difference between the total benefit cost and the district  
25 contribution. If the above conditions are not met and a negotiated  
26 settlement has not been reached by October 1, impasse shall be mutually  
27 declared. If impasse has not been concluded by January 10, the District

1 shall have the right to implement payroll deductions in an amount equal  
2 to the total benefit cost less the combined District and member  
3 contribution. Deductions shall begin with the 7M (end of January)  
4 payroll. Only unit members currently receiving benefits shall incur these  
5 payroll deductions, which shall be in proportion to their current  
6 surcharge level.

7 Section 3 - Insurance Periods.

8 A. The open enrollment period shall occur within 45 days prior to the  
9 beginning of a plan year. During open enrollment, unit members may change  
10 health insurance companies and/or voluntary plan selections. Unit members  
11 may not change coverage after the open enrollment unless the unit member's  
12 family circumstances have changed as defined by the insurance carrier and  
13 the IRS.

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

16 Section 4 - Other Provisions.

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

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

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

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

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

12 Section 5 - Part-Time Unit Member Benefits.

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

15 B. Other unit members who work less than a regular workday or less than a  
16 basic work year shall receive benefits in the ratio that their service  
17 bears to full-time. The part-time unit member will be required to pay an  
18 amount that when added to the ratioed benefit allowance will total the  
19 district contribution per FTE and will also be required to pay an  
20 appropriate surcharge as defined in Section 2, Paragraph D.

21 C. Any part-time unit member with proof of health and/or dental coverage  
22 elsewhere may waive any requirement to purchase health and/or dental  
23 coverage through the District. A unit member once having elected to  
24 waive health and/or dental coverage is responsible for notifying the  
25 District if their alternative coverage is discontinued. The part-time  
26 unit member may apply for coverage through the District at that time.  
27

1 Section 6 - District Limitations.

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

9 Section 7 - I.R.C. 125 Benefits.

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

18 Section 8 - Benefits Committee

- 19 A. The Parties shall review the types of insurance coverage, plans, carriers,  
20 and providers and any other entities providing services of Health and  
21 Welfare benefits covered in the Article. Changes may occur upon mutual  
22 agreement of the Parties.
- 23 B. A committee comprised of Association-selected representatives and the  
24 Superintendent and/or designee(s) shall meet to monitor plan benefits,  
25 charges, changes, and services provided by the companies as well as other  
26 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  
4 a retiree and dependent(s) shall be carried at the same rate and same District  
5 contribution as though a full-time unit member until the retiree reaches age 65  
6 or until such time as Federal or State medical insurance covers the retiree,  
7 whichever comes first.

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

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

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

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

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

26 This provision shall apply only to unit members who meet all other  
27 eligibility requirements specified in this Article and retire under the

1           STRS program after June 1, 1999.

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

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

14         1. Medicare Supplement Option.

15   Section 3 - Assistance.

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

23

24

25

26

27

1 ARTICLE XIX

2 REDUCED WORKLOAD PROGRAM

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

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

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

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

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

21 Section 4 - Duration. Agreements or contracts for part-time service are limited  
22 to a period not to exceed five (5) years, and no unit member shall participate  
23 after attaining the age of 65. Any unit member in the program who reaches age  
24 65 during the school year may continue his/her reduced service for the balance  
25 of that year.

26 Section 5 - Retirement Contributions and Credit. The unit member and the  
27 District agree to submit contributions to the State Teachers Retirement System

1 based on the compensation which would be earned for full-time employment. Full  
2 retirement credit is not earned until the end of the full school year.  
3 Participants who terminate prior to these concluding periods shall receive  
4 retirement credit based on the salary actually paid in the proportion that it  
5 related to the annual salary which would have been paid had the employment  
6 continued.

7 Section 6 - Salary, Rights, Benefits. The unit member shall be paid a salary  
8 which is one-half of the salary he/she would earn had he/she not elected to  
9 exercise the option of part-time employment. He/she shall retain all other  
10 rights and benefits for which he/she or the District makes the payments,  
11 including those as provided in [Section 53201 of the Government Code](#), that would  
12 be required if he/she remained in full-time employment. All rights mandated by  
13 law and additional benefits which may be granted by the District to its unit  
14 member shall be applicable to any and all such unit members who are on contract  
15 for reduced service.

16 //

17 //

18

19

20

21

22

23

24

25

26

1 ARTICLE XX

2 EARLY RETIREMENT INCENTIVE PROGRAM

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

6 A. Shall have completed ten (10) years of prior full-time service in a  
7 position requiring certification in the District.

8 B. Shall be at least fifty-five (55) years old as of June 30 in the last  
9 year of full-time employment.

10 C. May not have reached age sixty (60) as of June 30 in the last year of  
11 full-time employment.

12 D. Must be earning no less than that of a full-time unit member on Step C-  
13 10 of the Basic Certificated Salary Schedule.

14 E. Shall be in full-time active service during the year prior to entering  
15 the program. This provision shall not apply to unit members participating  
16 in the Reduced Workload Program.

17 F. Submit a letter of intent to enter the program to the Deputy  
18 Superintendent Personnel Services by April 1 of the last full year of  
19 service.

20 G. Apply for retirement under the [State Teachers' Retirement System](#).  
21 Concurrent with entry into the program, the unit member must resign from  
22 the District.

23 Section 2 - Compensation and Work Days. A retired unit member in this program  
24 will be employed as a consultant at the rate equivalent to the regular teacher  
25 maximum daily rate on the Basic Certificated Salary Scheduled for forty (40)  
26 days of service with less than full-time services compensated  
27 on a basis proportionate to that of full-time service (40 days). If the retired

1 unit member has earned a longevity increment, it will be calculated as part of  
2 the maximum rate. The minimum number of work days for consultancy agreement  
3 will be twenty (20) with the actual number being mutually agreed to by the  
4 retiree and the District. The number of work days may be increased at the  
5 consultant's option and shall be paid at the rate specified above until maximum  
6 retirement earnings as specified in [Education Code Section 24214](#) are reached.

7 (a) Neither the District nor the consultant will make payments into the  
8 California State Teachers' Retirement System.

9 (b) Consultants will receive health and welfare benefits only as they qualify  
10 under existing Extended Health and Dental Benefit provisions of negotiated  
11 Agreements or District policy.

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

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

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

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

1 District.

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

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

8 A. Retirees who enter the program at age fifty-five (55) shall be eligible  
9 to participate for a maximum of five (5) consecutive years.

10 B. Retirees who enter the program at age fifty-six (56) shall be eligible to  
11 participate for a maximum of four (4) consecutive years.

12 C. Retirees who enter the program at age fifty-seven (57) shall be eligible  
13 to participate for a maximum of three (3) consecutive years.

14 D. Retirees who enter the program at age fifty-eight (58) shall be eligible  
15 to participate for a maximum of two (2) consecutive years.

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

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

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

27 Section 11 - Grievance Exclusion. The grievance procedure provisions of this

1 Agreement shall not apply to Consultants in the Early Retirement Incentive  
2 Program.

3 //

4 //

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27



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

26 Section 2 - Purpose.

- 27 A. Nothing contained herein shall be construed as limiting the right of any

1 unit member having a grievance to discuss the matter with any appropriate  
2 member of the administration and to have the grievance adjusted without  
3 intervention by the Association provided that the adjustment is not  
4 inconsistent with the terms of this Agreement and that the District shall  
5 not agree to a resolution of the grievance until the Association has  
6 received a copy of the grievance and the proposed resolution and has been  
7 given the opportunity to file a response.

8 B. Since it is important that grievances be processed as rapidly as possible,  
9 the time limits specified at each level should be considered to be  
10 maximums, and every effort should be made to expedite the process.

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

15 Section 4 - Level I.

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

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

27 C. The supervisor shall communicate in a clear, concise statement his/her

1 decision to the grievant and the Association in writing within six (6)  
2 days after receiving the grievance.

3 Section 5 - Level II.

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

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

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

15 Section 6 - Level III. Within the time limits for appeal to Level IV, the  
16 District and the grievant may, by mutual agreement, elect to submit the  
17 grievance to mediation to attempt to resolve the grievance by informal agreement  
18 prior to proceeding to Level IV. If there is agreement to submit the grievance  
19 to mediation, the District shall contact the California State Conciliation  
20 Service and request that a mediator be appointed. The mediation  
21 shall be limited to a total of eight (8) hours unless the Parties agree to a  
22 continuance. The Parties shall attempt to reduce outstanding issues and, if  
23 possible, settle the dispute. The mediator, however, shall not have the power  
24 or authority to render a decision on the issue(s) or impose a settlement on the  
25 Parties. Any statements made during the mediation process (other than those  
26 already documented at Levels I and II) shall be confidential, shall not be  
27 considered precedential in nature, and shall not be admissible in any future

1 court, administrative proceeding, or additional step in the grievance procedure.  
2 If mediation does not satisfactorily resolve the grievance, the Association may  
3 appeal the grievance to Level IV within ten (10) days of the last mediation  
4 session.

5 Section 7 - Level IV.

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

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

24 C. The arbitrator's decision must be limited to the specific issue(s)  
25 submitted to him/her and based on the arbitrator's interpretation of  
26 meaning and application of the language in the Agreement. The  
27 arbitrator's decision will be in writing and will set forth findings of

1 fact, reasoning and conclusions. The arbitrator, in rendering his/her  
2 opinion, will have no power or authority to add to, subtract from, or  
3 alter, amend, change, or ignore any of the terms and conditions of this  
4 Agreement or any applicable rules, regulations, or policies.

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

9 E. The costs of the compensation to the arbitrator and the reimbursement of  
10 the arbitrator's travel and subsistence expenses, as well as the cost of  
11 a hearing room, will be borne equally by the District and Association.  
12 All other costs will be borne by the Parties incurring them.

13 Section 8 - Guidelines Applicable to All Grievances.

14 A. All grievance proceedings shall be kept as confidential as may be  
15 appropriate at all levels of the procedure.

16 B. All records dealing with the processing of grievances shall be filed  
17 separately from the personnel files of the participants.

18 C. The time limit specified in the procedures may be extended in any specific  
19 instance by written agreement of both Parties at any level.

20 D. If a grievance arises from the action of an authority above the  
21 supervisory level, the unit member may present his/her grievance at the  
22 next higher level.

23 E. If the procedure is not completed within the specified time by the  
24 appropriate management level handling it, the grievant may proceed to the  
25 next level.

26 F. If the procedure is not completed within the specified time by the  
27 grievant, the grievance will be considered resolved at the highest level

- 1 at which the procedure has been completed.
- 2 G. No reprisals of any kind will be taken by any unit member or representative  
3 of the administration or the Board or by the Association against any  
4 grievant, any party in interest, any member of the Association, or any  
5 other participant in the grievance procedure by reason of such  
6 participation.
- 7 H. No party of interest at any stage of the grievance procedure will be  
8 required to meet with any administrator concerning the grievance without  
9 a representative present.
- 10 I. Any party of interest shall have the right to call and question witnesses.
- 11 J. When it is necessary for a representative designated by the Association  
12 to attend a grievance meeting or hearing during the work day, he/she shall  
13 be released without loss of pay in order to participate in the foregoing  
14 activities upon notice to his/her appropriate supervisor by the  
15 Association President. Any unit member who is requested to appear  
16 in such scheduled meetings or hearings as a witness will be accorded the  
17 same right.
- 18 K. Forms for filing grievances, serving notice, taking appeals, making  
19 reports, recommendations, and other necessary documents will be prepared  
20 jointly by the Superintendent or his/her designee and the Association and  
21 given appropriate distribution by the District and the Association to  
22 facilitate operation of the grievance procedure. The District shall  
23 provide such forms.

24 //

25 //

26

27

1 ARTICLE XXII

2 PEER ASSISTANCE AND REVIEW

3 Section 1-Purpose

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

7 B. The Program shall not involve the participation in nor the conducting of  
8 the annual evaluation of certificated unit members as set forth in Article  
9 IX of the Collective Bargaining Agreement (Agreement) and [Education Code](#)  
10 [44660](#), et seq., except for making available to the evaluator the results  
11 of some teachers' participation in the Program.

12 Section 2 - Definitions For Purposes of this Document

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

18 B. "Participating Teacher"  
19 A permanent teacher who either volunteers or is required by this  
20 document to participate in the Program.

21 C. "Voluntary Participating Teacher"  
22 Any permanent teacher not required to participate in the Program and who  
23 wants to engage in a professional growth activity utilizing a Consulting  
24 Teacher's assistance.

25 D. "Participating Teacher With An Unsatisfactory Evaluation"  
26 A classroom teacher with permanent status whose most recent performance  
27 evaluation contains two or more unsatisfactory ratings in the areas of

1 teaching methods and instruction.

2 E. "Consulting Teacher"

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

7 F. "Beginning Teacher"

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

11 G. "Teaching methods and instruction"

12 Those areas of a teacher's performance evaluation represented by Standards  
13 #1,3 and 4 as described in Article IX, Section 1, Part C of the Agreement  
14 and on the [Teacher Unit Member Evaluation Form](#).

15 H. "Principal" or "Evaluating Principal"

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

18 Section 3 - Program Outline For Participating Teacher With An Unsatisfactory  
19 Evaluation (Refer also to Diagram "1")

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

23 B. The Consulting Teacher's assistance and review shall focus on the  
24 specific areas targeted for improvement by the Participating Teacher's  
25 principal after the Participating Teacher receives the unsatisfactory  
26 rating.

27 1. The principal's recommendations shall be written, aligned with



1 student learning, clearly stated, and consistent with [Education](#)  
2 [Code Section 44662](#). These recommendations shall be considered  
3 as the performance goals required by [Education Code Sections](#)  
4 [44664 \(a\)](#) and [44500 \(b\) \(2\)](#).

5 2. The Principal and the Consulting Teacher assigned to the  
6 Participating Teacher shall meet and discuss the targeted areas  
7 of improvement outlined by the Principal and the assistance they  
8 shall endeavor to provide.

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

12 4. The Consulting Teacher and the Participating Teacher shall meet  
13 to discuss the plan for assistance in the targeted areas. After  
14 that meeting, the Consulting Teacher will provide the assistance  
15 set forth in Section 7, Paragraph ~~FG~~ of this document which  
16 shall also involve conducting multiple classroom observations  
17 of the Participating Teacher.

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

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

1 evaluation.

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

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

10 Section 4 - Program Outline For Beginning Teachers (Refer also to Diagram "2")

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

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

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

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

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

1 the Program.

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

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

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

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

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

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

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

22 Section 6 - Joint Panel

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

- 1 B. The Joint Panel shall establish its own meeting schedule. Five (5) Panel  
2 members will constitute a quorum for purposes of meeting and conducting  
3 business. Except for the selection of Consulting Teachers, actions of the  
4 Joint Panel shall require an affirmative vote of at least five (5) members.
- 5 C. The Joint Panel is responsible for:
- 6 1. Establishing internal operating procedures and regulations necessary  
7 to carry out the requirements of the Education Code and this document  
8 including a procedure for selecting the Joint Panel's chair;
  - 9 2. Developing the annual Program;
  - 10 3. Developing a Program budget for Board approval;
  - 11 4. Selecting, assigning, and overseeing the Consulting Teachers;
  - 12 5. Coordinating training for Consulting Teachers, for Panel members, and  
13 where appropriate, for Participating Teachers;
  - 14 6. Sending written notification of participation in the Program as needed;
  - 15 7. Reviewing Consulting Teacher's reports on Participating Teachers with  
16 permanent status referred to the Program because of unsatisfactory  
17 evaluations;
  - 18 8. Providing the results of a teacher's participation in the Program for  
19 use as part of the teacher's annual evaluation. This provision applies  
20 only to a Participating Teacher with an unsatisfactory evaluation.
  - 21 9. Assessing the effectiveness of the Consulting Teachers;
  - 22 10. Submitting to the Governing Board an Annual Evaluation on the Program's  
23 impact and effectiveness including recommendations regarding  
24 Participating Teachers with unsatisfactory evaluations, and if  
25 necessary, forwarding names of individuals who, after sustained  
26 assistance, are unable to demonstrate satisfactory improvement.
- 27 D. The Panel shall use the following procedure for developing the annual

1 Program plan and recommending a budget:

2 1. By March 1<sup>st</sup> of each fiscal year, the Panel will develop a Program and  
3 recommend a budget for the succeeding year which will include:

4 (a) The estimated state revenues for the Program.

5 (b) The estimated expenditures involving:

6 (1) Projected number of Participating Teachers;

7 (2) Projected number of Beginning Teachers;

8 (3) Projected (full and part-time) number of Consulting Teachers  
9 needed to service the projected need;

10 (4) Release time for the Panel and Consulting Teachers;

11 (5) Pay for Panel members and Consulting Teachers that is  
12 consistent with the pay parameters established by the  
13 negotiating parties; and

14 (6) Projected costs for training, administrative overhead,  
15 secretarial support, and, if necessary, legal and  
16 consulting assistance.

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

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

22 Section 7 - Consulting Teachers

23 A. Minimum qualifications for Consulting Teacher:

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

27 2. Demonstrated exemplary teaching ability, as indicated by, among other

1 things, effective communication skills, subject matter knowledge, and  
2 mastery of a range of teaching strategies necessary to meet students'  
3 needs in different contexts;

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

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

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

21 D. The Joint Panel will determine the process for assigning Consulting  
22 Teachers each year. Consideration shall be given to the additional workload  
23 assumed by Consulting Teachers assigned to provide Support Provider  
24 assistance under the BTSA Program. Within the first six (6) weeks of the  
25 regular school year, either the Consulting Teacher or the Participating  
26 Teacher may petition the Panel for an assignment change for good reasons.  
27 The Participating Teacher shall be allowed only one change per year.

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

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

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

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

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

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

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

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

20 6. Demonstrating good practices to the Participating Teacher.

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

24 Section 8 - Budget Priorities and Considerations

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

1 Participating Teachers.

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

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

10 D. Joint Panel members shall receive an annual stipend of three thousand five  
11 hundred dollars (\$3,500) and work an additional two (2) days; the  
12 chairperson shall receive five thousand dollars (\$5,000) and work an  
13 additional two (2) days.

14 E. Consulting Teachers shall receive a minimum yearly stipend of four thousand  
15 three hundred dollars (\$4,300) and shall work up to five (5) additional  
16 days each year on Program related matters as assigned by the Joint Panel.  
17 Reflective Coaches shall receive a stipend equal to one-half (1/2) the  
18 Consulting Teacher stipend per candidate. The Joint Panel will attempt to  
19 balance the work load of Consulting Teachers as it deems practical.

20 F. The Joint Panel may appropriately prorate stipends for partial year  
21 service.

22 Section 9 - Other Provisions

23 A. Functions performed by certificated unit members under this document shall  
24 not constitute either management or supervisory functions as defined by  
25 [California Government Code Section 3540.1\(g\) and \(m\)](#).

26 B. Unit members who perform functions as Consulting Teachers or Panel members  
27 under this document shall have the same protection from liability and



1 access to appropriate defense as other public school employees pursuant to  
2 [Division 3.6 \(commencing with Section 810\) of Title 1 of the California](#)  
3 [Government Code](#).

4 C. All documents and information relating to the participation in this Program  
5 will be regarded as a personnel matter and subject to the personnel records  
6 exemption of the California Public Records Act ([Government Code Section](#)  
7 [6250](#), et seq.). The annual evaluation of the Program's impact, excluding  
8 any information on identifiable individuals,  
9 shall be subject to disclosure under the Public Records Act.

10 D. All parts of the selection process of Consulting Teachers will be treated  
11 as confidential and will not be disclosed except as required by law.

12 E. All confidential Documents for the Peer Program shall be maintained in the  
13 personnel office separately from the individual personnel records, except  
14 as set forth in Section 3, Paragraph F above.

15 F. Nothing herein shall modify, or in any manner affect the rights of, the  
16 Governing Board/District under provisions of the Education Code relating  
17 to the employment, classification, retention, or non-reelection of  
18 certificated employees. Likewise, nothing herein shall modify or affect  
19 the District's right to issue notices of unsatisfactory performance and/or  
20 unprofessional conduct pursuant to [Education Code Section 44938](#).

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

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

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

3 //

4 //

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

1 ARTICLE XXIII

2 RESTRUCTURING

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

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

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

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

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

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

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

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

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

8 Section 2 - Contract Administration Committee.

9 A. Structure. The Parties agree to establish a Contract Administration  
10 Committee composed of the Superintendent and the Association President or  
11 designees plus two (2) additional representatives appointed by each Party.

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

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

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

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

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

28

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  
5 participate in a strike or work stoppage during the term of this  
6 Agreement. The Association recognizes the duty and obligation of its  
7 representatives to comply with the provisions of this Agreement and make  
8 every reasonable effort toward inducing all unit members to do so.

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

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

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

18 //

19 //

20

21

22

23

24

25

26

27

1 ARTICLE XXV

2 SAVINGS

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

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

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

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

24 //

25 //

26

27

1 ARTICLE XXVI

2 COMPLETION OF MEET AND NEGOTIATION

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

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

10 Section 3 - Reopening. Negotiations shall reopen if any external governmental  
11 authority having jurisdiction over the District requires such reopening.

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

17 //

18 //

19

20

21

22

23

24

25

26

27

1 ARTICLE XXVII

2 NEGOTIATION PROCEDURES

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

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

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

12 Section 4 - Release Time.

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

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

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

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



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

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

9 Section 9 - Salary Placement. If requested, the District shall furnish the  
10 Association with the February placement of all personnel on the Basic  
11 Certificated Salary Schedule. In addition, the District in May shall furnish  
12 the Association with the projected placement of all unit members for the  
13 following year.

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

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

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

25 Section 13 - Ratification. After tentative agreement on the entire  
26 Agreement, it will be subject to ratification by the Association and the Board  
27 of Education. Each Party will make a good faith effort to secure ratification

1 by its constituents. The Association will seek ratification first.

2 Section 14 - Contract Management Committee.

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

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

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

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

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

15 //

16 //

17

18

19

20

21

22

23

24

25

26

27

1 NATIONAL EDUCATION ASSOCIATION - JURUPA

2 Executive Board

3 2017-2018

4 President, Paul Swan Van Lent North Elem. Director, Josefina Castro  
5 Vice-President, Wendy Eccles South Elem. Director, Tiffany Coleman  
6 Secretary, Carolyn Snow West Elem. Director, Andrew Elliott  
7 Treasurer, vacant East Elem. Director, vacant  
8 East Secondary Director, George Monge Middle Sch. Director, Libbern Cook  
9 West Secondary Director, Kelleen Krockner  
10 North Secondary Director, Kristina Pico

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

14 Office Phone: (951) 681-7997

15 Website: [neaj.org](http://neaj.org)

16 FAX: (951) 681-7999

17 Office Hours: M-F 8:30 a.m. - 4:30 p.m.

18 Citrus Belt UniServ: Jolene Tripp, UniServ Director

22 //

APPENDIX  
TABLE OF CONTENTS

Number		Page
1.	<a href="#"><u>Sexual Harassment</u></a> <a href="#"><u>(Board Policy and Regulation 4119.11, 4219.11, and 4319.11)</u></a>	4
2.	<a href="#"><u>Individual Employee Complaint Procedure</u></a> <a href="#"><u>(Board Policy and Regulation 4144, 4244 and 4344)</u></a>	8
3.	<a href="#"><u>Notification to Teacher of Student Discipline Matters (Procedure 242)</u></a>	13
4.	<a href="#"><u>Evaluation and Assessment Elements (Teaching Unit Member)</u></a>	15
5.	<a href="#"><u>Observation Form (Teaching Unit Member)</u></a>	17
6.	<a href="#"><u>Evaluation Form (Teaching Unit Member)</u></a>	20
7.	<a href="#"><u>Evaluation and Assessment Elements (Non-Teaching Unit Member)</u></a>	23
8.	<a href="#"><u>Observation Form (Non-Teaching Unit Member)</u></a>	24
9.	<a href="#"><u>Evaluation Form (Non-Teaching Unit Member)</u></a>	26
10.	<a href="#"><u>PAR Flow Charts</u></a>	28
11.	<a href="#"><u>Basic Information Regarding Sick Leave</u></a>	31
12.	<a href="#"><u>Basic Information Regarding Maternity Leave</u></a>	34
13.	<a href="#"><u>Questions Regarding Family &amp; Medical Leave</u></a>	37
14.	<a href="#"><u>Questions Regarding Part-Time Employment and Shared Assignment</u></a>	39
15.	<a href="#"><u>School Calendar 2017-2018</u></a>	41
16.	<a href="#"><u>Advanced Service Credit for Early Retirement</u></a>	42

**PERSONNEL**

**SUBJECT: Political Activities Of Employees**

The Governing Board respects the right of school employees to engage in political discussions and activities on their own time and at their own expense. On such occasions, employees shall make it clear that they are acting as individuals and not as representatives of the district.

(cf. 1160 - Political Processes)

Like other community members, employees may use school facilities for meetings under the Civic Center Act.

(cf. 1330 - Use of School Facilities)

Employees shall refrain from prohibited activities identified in law and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

(cf. 1325 - Advertising and Promotion)

Legal Reference:

EDUCATION CODE

7050-7057 Political activities of school officers and employees

38130-38139 Civic Center Act

51520 Prohibited solicitations on school premises

GOVERNMENT CODE

3543.1 Rights of employee organizations

COURT DECISIONS

Downs v. Los Angeles Unified School District, (9th Cir. 2000) 228 F.3d 1003

California Teachers Association v. Governing Board of San Diego Unified School District, (1996) 45 Cal.App. 4th 1383

L.A. Teachers Union v. L.A. City Board of Education, (1969) 71 Cal.2d 551

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 106 (2001)

84 Ops.Cal.Atty.Gen. 52 (2001)

77 Ops.Cal.Atty.Gen. 56 (1994)

PERB RULINGS

California Federation of Teachers, Local 1931 v. San Diego Community College District (2001) PERB Order #1467 (26 PERC 33014)

Management Resources:

CSBA PUBLICATIONS

Political Activities of School Districts: Legal Issues, 1998, revised 2001

**WEB SITES**

CSBA: <http://www.csba.org>

Office of the Attorney General, Dept. of Justice: <http://caag.state.ca.us/>

Public Employment Relations Board: <http://www.perb.ca.gov>

**PERSONNEL**

**SUBJECT: Sexual Harassment**

This 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**

Prohibited 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 made against another person of the same or opposite sex in the work or educational setting when: (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. 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.

Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

Examples of actions that might constitute sexual harassment 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

### **Training**

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. Such training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

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

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 to 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)

The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training 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 on the prohibition prevention and correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability
2. The types of conduct that constitute sexual harassment and 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
3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment



4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint
5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed
6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance

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**

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
2. Be provided to every district employee at the beginning of the first quarter or 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

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, 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. (Government Code 12950)

**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**

**SUBJECTS: Complaints**

Except as specified below, the following procedure shall be used for 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.

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

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 for complaints regarding discrimination in employment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 4031 - Complaints Concerning Discrimination 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 the district's Uniform Complaint Procedures. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, an urgent or emergency facility condition, or the failure to provide intensive instruction to students who did not pass the high school exit examination by the end of grade 12 shall be resolved in accordance with the district's 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.

Any of the time limits specified in this 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 settled on the basis of the answer given at 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.

**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. 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 of the information provided.

(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. 1995, Ch. 972, Sec. 14.)

Approved 11/18/91  
Revised 4/18/94, 12/5/94, 11/20/96

**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)

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:     Date      
EVALUATOR/TITLE: \_\_\_\_\_ DATE:     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

<b>STANDARD 1 – ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>	<b>E</b>	<b>M</b>	<b>N</b>	<b>U</b>								
<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"/>								
<b>COMMENTS</b> Click here to enter text.												
<b>STANDARD 2 – CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>	<b>E</b>	<b>M</b>	<b>N</b>	<b>U</b>								
<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"/>								
<b>COMMENTS</b> Click here to enter text.												
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;"><b>Evaluatee's Initials</b></td> <td style="width: 25%; border-bottom: 1px solid black;"></td> <td style="width: 25%;"><b>Evaluator's Initials</b></td> <td style="width: 25%; border-bottom: 1px solid black;"></td> </tr> <tr> <td><b>Original to Evaluatee</b></td> <td></td> <td><b>Copy One to Evaluator</b></td> <td></td> </tr> </table>					<b>Evaluatee's Initials</b>		<b>Evaluator's Initials</b>		<b>Original to Evaluatee</b>		<b>Copy One to Evaluator</b>	
<b>Evaluatee's Initials</b>		<b>Evaluator's Initials</b>										
<b>Original to Evaluatee</b>		<b>Copy One to Evaluator</b>										





## 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

<b>STANDARD 1 – ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>	<b>E</b>	<b>M</b>	<b>N</b>	<b>U*</b>
<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"/>
<b>COMMENTS/COMMENDATIONS/RECOMMENDATIONS</b> 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.*

<b>STANDARD 2 – CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>	<b>E</b>	<b>M</b>	<b>N</b>	<b>U*</b>
<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"/>
<b>COMMENTS/COMMENDATIONS/RECOMMENDATIONS</b> Click here to enter text.				

Evaluatee’s Initials

Evaluator’s Initials

Original to Evaluatee

Copy One to Evaluator

Copy Two to Personnel

Jurupa Unified School District – TEACHING UNIT MEMBER EVALUATION FORM

<b>STANDARD 3 – UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>	<b>E</b>	<b>M</b>	<b>N</b>	<b>U*</b>
<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.*

<b>STANDARD 4 – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>	<b>E</b>	<b>M</b>	<b>N</b>	<b>U*</b>
<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.

<b>STANDARD 5 – ASSESSING STUDENTS FOR LEARNING</b>	<b>E</b>	<b>M</b>	<b>N</b>	<b>U</b>
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.	<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 Personnel



Jurupa Unified School District – TEACHING UNIT MEMBER EVALUATION FORM

<b>STANDARD 6 – DEVELOPING AS A PROFESSIONAL EDUCATOR</b>	<b>E</b>	<b>M</b>	<b>N</b>	<b>U</b>
<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"/>
<b>COMMENTS/COMMENDATIONS/RECOMMENDATIONS</b> 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 Personnel

**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 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 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 – Observation Form

Name: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Date of Observation: \_\_\_\_\_

Assignment: \_\_\_\_\_ Site: \_\_\_\_\_ Time: \_\_\_\_\_

Evaluator: Check the box(es) which characterize(s) the evaluatee’s predominant performance in each area below. Any mark in “Needs Improvement” or “Unsatisfactory” shall include recommendations as to areas of improvement in the unit member’s performance.

SCALE: E – Exceeds Criteria M- Meets Criteria I-Needs Improvement U-Unsatisfactory NA-Not Applicable E M I U NA

**1 ADHERENCE TO ESTABLISHED PROCEDURES WITHIN THE SCOPE OF THE UNIT MEMBER’S ASSIGNMENT**       
 Implements established programs and provides required services; Maintains required records in an accurate and timely manner; Complies with adopted guidelines and school procedures; Supports District and school goals and objectives applicable to the unit member’s assignment; Fulfills adjunct duties as defined in the Collective Bargaining Agreement.

Commendations/Recommendations: \_\_\_\_\_

**2 FULFILLMENT OF RESPONSIBILITIES AND DUTIES TO STUDENTS, PARENTS, AND STAFF**       
 Is accessible to students, parents, and staff; Communicates effectively with students, parents, and staff; Works cooperatively with students, parents, and staff; Uses discretion in handling confidential information.

Commendations/Recommendations: \_\_\_\_\_

**3 DEMONSTRATION OF KNOWLEDGE AND SKILLS OF THE ASSIGNMENT**       
 Demonstrates and applies current knowledge related to the assignment; Plans work throughout the year to meet required timelines.

Commendations/Recommendations: \_\_\_\_\_

**4 OPTIONAL ADDITIONAL ELEMENT(S) BY MUTUAL AGREEMENT (attached).**

Commendations/Recommendations: \_\_\_\_\_

Evaluatee’s Initials \_\_\_\_\_ Evaluator’s Initials \_\_\_\_\_



Original to Evaluatee



Copy “one” to Evaluator

# Jurupa Unified School District – Non-Teaching Unit Member – Observation Form

---

Additional Commendations/Recommendations \_\_\_\_\_

---

Explicit Description of Performance Marked I or U (required) \_\_\_\_\_

---

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

Evaluatee's Comments (optional): \_\_\_\_\_

---

Evaluatee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Original to Evaluatee



Copy "one" to Evaluator

# Jurupa Unified School District – Non-Teaching Unit Member – Evaluation Form

Name \_\_\_\_\_ Assignment \_\_\_\_\_ Site \_\_\_\_\_ Date \_\_\_\_\_

Evaluator: Check the box(es) which characterize(s) the evaluatee’s predominant performance in each area below. Any mark in “Needs Improvement” or “Unsatisfactory” shall include recommendations as to areas of improvement in the unit member’s performance.

Date(s) of Observation(s) \_\_\_\_\_ Date of Last Evaluation \_\_\_\_\_

**SCALE:** E – Exceeds Criteria M- Meets Criteria I-Needs Improvement U-Unsatisfactory NA-Not Applicable E M I U NA

**1 ADHERENCE TO ESTABLISHED PROCEDURES WITHIN THE SCOPE OF THE UNIT MEMBER’S ASSIGNMENT**       
 Implements established programs and provides required services; Maintains required records in an accurate and timely manner; Complies with adopted guidelines and school procedures; Supports District and school goals and objectives applicable to the unit member’s assignment; fulfills adjunct duties as defined in the Collective Bargaining Agreement.

Commendations/Recommendations: \_\_\_\_\_

**2 FULFILLMENT OF RESPONSIBILITIES AND DUTIES TO STUDENTS, PARENTS, AND STAFF**       
 Is accessible to students, parents, and staff; communicates effectively with students, parents, and staff; works cooperatively with students, parents, and staff; uses discretion in handling confidential information.

Commendations/Recommendations: \_\_\_\_\_

**3 DEMONSTRATION OF KNOWLEDGE AND SKILLS OF THE ASSIGNMENT**       
 Demonstrates and applies current knowledge related to the assignment; Plans work throughout the year to meet required timelines.

Commendations/Recommendations: \_\_\_\_\_

**4 OPTIONAL ADDITIONAL ELEMENT(S) BY MUTUAL AGREEMENT (attached).**

Commendations/Recommendations: \_\_\_\_\_

Evaluatee’s Initials \_\_\_\_\_ Evaluator’s Initials \_\_\_\_\_



Original to Evaluatee



Copy “One” to Evaluator



Copy “Two” to Personnel

## 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**



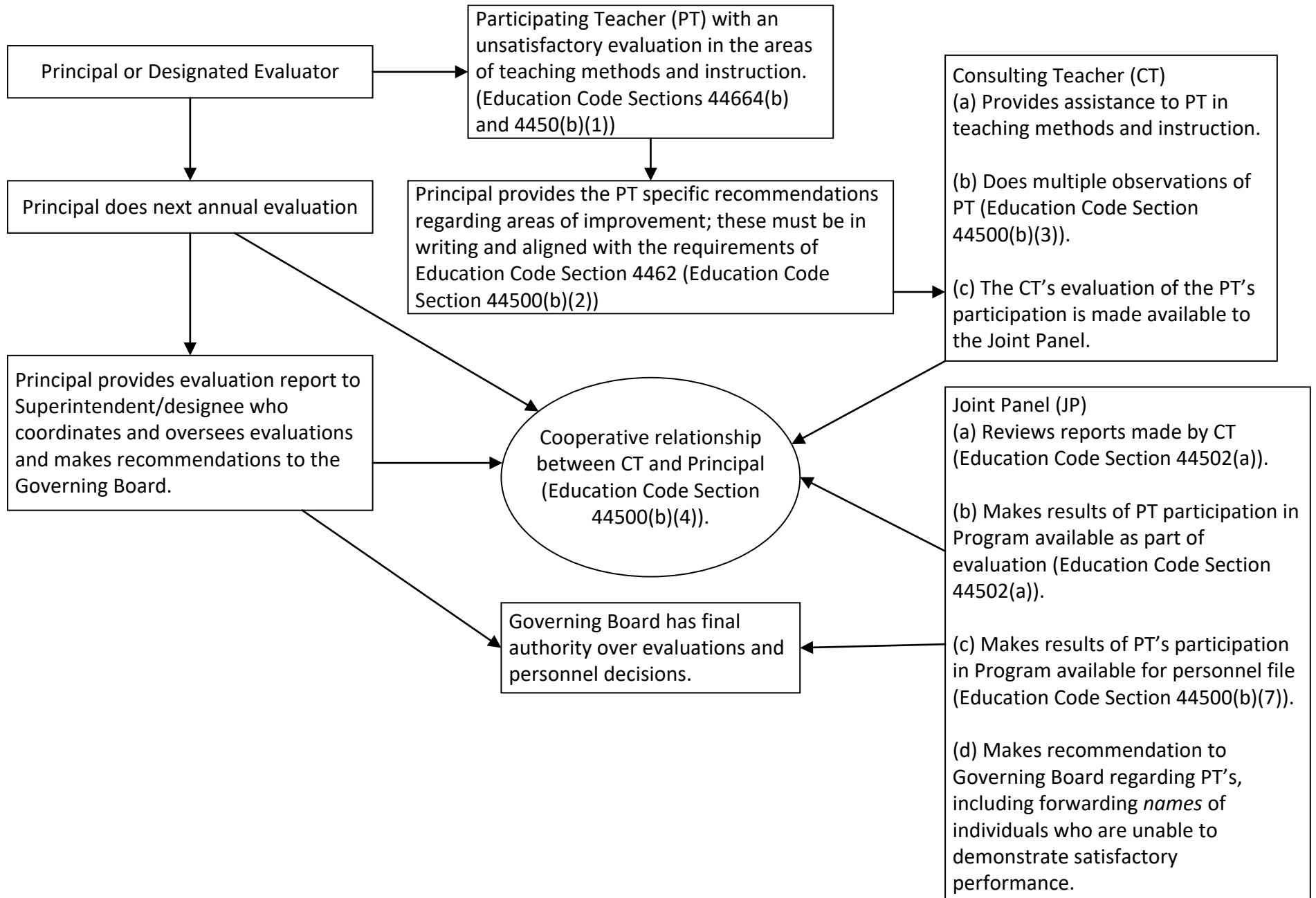
**Copy "One" to Evaluator**



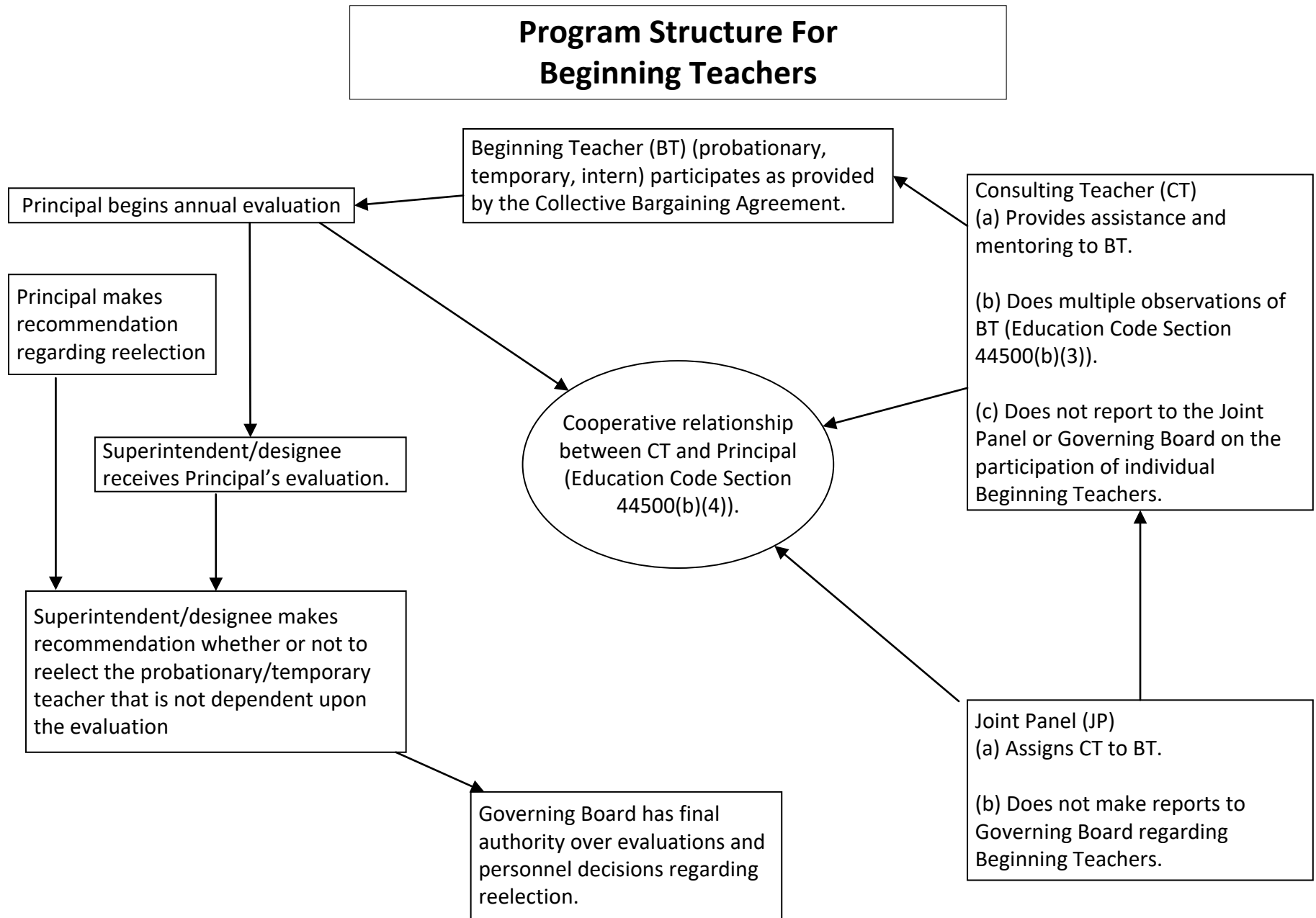
**Copy "Two" to Personnel**

# Diagram 1

## Program Structure for Participating Teachers With Unsatisfactory Evaluations



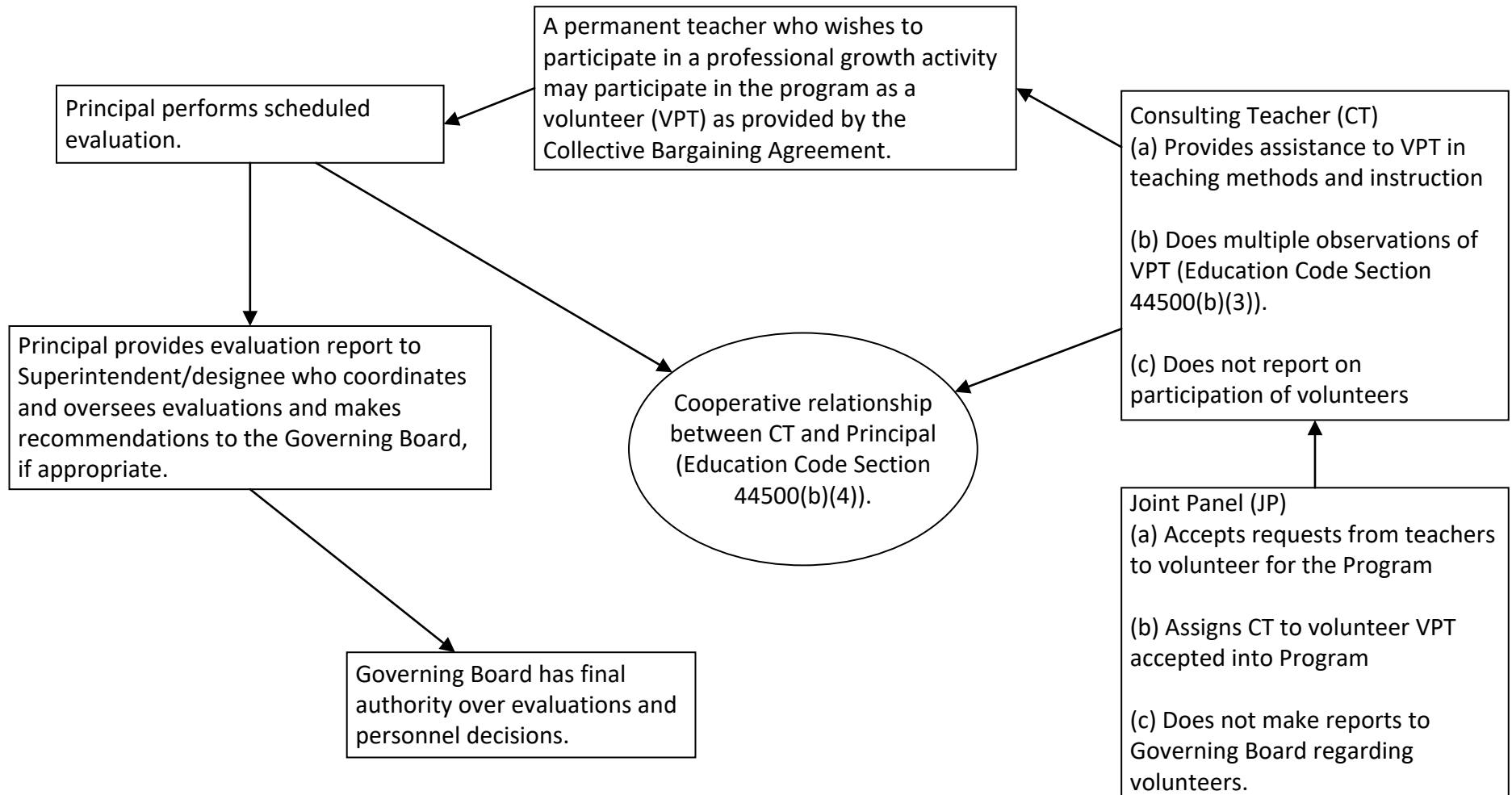
## Diagram 2





# Diagram 3

## Program Structure for Voluntary Participating Teachers



**Jurupa Unified School District**  
4850 Pedley Road  
Jurupa Valley, CA 92509

**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 on-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 Personnel Office in a timely manner.
2. Fill out a maternity leave request form with the probable dates of your absence and attach your physician's statement. 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 Personnel Office or from your school secretary.
3. During your pregnancy, keep your supervisor and the Personnel Office informed if there are any changes in your plans circumstances.

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 42<sup>nd</sup> day. You must bring a doctor's "return to work" slip with you.
- \* 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 unpaid leave ending in June of current school year.

## 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 unpaid leave.



**Q. What should the note from my doctor say?**

**A.** Your physician's statement should verify the pregnancy and indicate that your health would not be jeopardized by continuing full employment activity until the date the leave would begin. It should indicate the approximate period of disability, the date you are to begin leave and the estimated date you are to return to duty.



**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 Personnel Office, and your maternity leave dates will be adjusted accordingly. You will need to turn in a revised note from your doctor with the dates adjusted.



**Q. Do I have to use my accrued sick leave for the days I'm 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 for up to six (6) weeks.



**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, or run out of sick leave during the six-week maternity period.



**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'm not scheduled to work (i.e., Summer, Spring Recess, etc.)?**

**A.** You can't 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 Personnel Office 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 provided that you are not on unpaid leave. In case of an unpaid leave, you should contact the Personnel Office for additional information, and/or the Business Office 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.

# 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.



**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. Now, under the laws named above, you may also be entitled to an additional benefit while on those existing types of leaves.



**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 of\_ 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 Personnel Office.



## **DEFINITIONS**

A **child** is a “biological, adopted or foster child, a step child, 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, ear aches, 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 from 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 Personnel Services requesting part-time employment. Be sure to specify 50%, 80%, or whatever. 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 don't feel that way. If acceptable to your principal, the Assistant Superintendent will attempt to find a partner (if necessary) to share with you that is acceptable to the District. The fact that someone else on the staff is interested or that you know of someone who would like to be hired won't necessarily help.

If nothing is available at your school, or if your principal is not in favor of the idea, the Assistant superintendent will try to find you an assignment at another site.



**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.** Yes, for a while. The time you spend working as part-time employee will be totaled each September. If you have worked 75% of a regular work year (132 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 132 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 your hire date.



**Q. Is it my responsibility to find a person to job-share with?**

**A.** No. But if you know someone who would be interested in job-sharing, you can notify the Assistant Superintendent of Personnel Services. 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.



**JURUPA UNIFIED SCHOOL DISTRICT  
ACADEMIC CALENDAR 2017-2018**

JULY							AUGUST							SEPTEMBER							OCTOBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4	5							1	2							
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	1	2	3	4	5	6	7	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	8	9	10	11	12	13	14	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	15	16	17	18	19	20	21	
23	24	25	26	27	28	29	27	28	29	30	31	24	25	26	27	28	29	30	22	23	24	25	26	27	28			
30	31												29	30	31				29	30	31							

NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3						1	2		1	2	3	4	5	6							1
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			25	26	27	28				
							31																				

MARCH							APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3														1	2							
4	5	6	7	8	9	10	1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	8	9	10	11	12	13	14	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	15	16	17	18	19	20	21	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	22	23	24	25	26	27	28	27	28	29	30	31	24	25	26	27	28	29	30			
							29	30																				

**HOLIDAYS**

July	4	Independence Day
Sep.	4	Labor Day
Nov.	10	Veterans Day (Obs.)
Nov.	22	Admission Day (Obs.)
Nov.	23	Thanksgiving Day
Nov.	24	Local Holiday
Dec.	22	Local Holiday
Dec.	25	Christmas Day
Dec.	29	Local Holiday
Jan.	1	New Year's Day
Jan.	15	Dr. Martin Luther King, Jr. Day
Feb.	12	Lincoln Day (Obs.)
Feb.	19	Washington Day
May	28	Memorial Day








**END OF SCHOOL MONTHS AND DAYS TAUGHT**

SCHOOL MONTH	DATE	DAYS TAUGHT
1	Sept 1	19
2	Sept 29	19
3	Oct 27	18/20
4	Nov 24	14
5	Dec 15	15/14
6	Jan 26	14
7	Feb 23	18
8	Mar 23	20
9	Apr 20	15
10	May 18	20
11	May 30/31	8/7

**IMPORTANT DATES**

Aug. 3	New Teachers Report
Aug. 4	All Teachers Report
Oct. 20	Minimum Instruction Day K-6
Oct. 26-27	ELEMENTARY Conference (No Pupils)
Oct. 27	End of 1st Trimester K-6
Nov. 20-24	Thanksgiving Recess
Dec. 15	SECONDARY Conference (No Pupils)
	End of 1st Semester 7-12
Dec. 18-Jan. 5	Winter Recess
Feb. 16	Minimum Instruction Day K-6
Feb. 23	End of 2nd Trimester K-6
Mar. 26-30	Spring Recess
May 25	Minimum Instruction Day K-6
May 30	End of 2nd Semester 7-12
May 31	Minimum Instruction Day K-6
	End of 3rd Trimester K-6
	Planning Day 7-12 (No Pupils)

**LEGEND**

	LEGAL HOLIDAY		ELEMENTARY SCHOOLS NOT IN SESSION
	LOCAL HOLIDAY		MIDDLE & HIGH SCHOOLS NOT IN SESSION
	SCHOOL RECESS		BEGINNING & END OF SCHOOL - K-6
			BEGINNING & END OF SCHOOL - 7-12

TOTAL 180/180

ADVANCED SERVICE CREDIT FOR EARLY RETIREMENT  
(GOLDEN HANDSHAKE)

- (1) Pursuant to Education Code Section 44929, eligible unit members may receive up to two (2) years service credit for early retirement.
- (2) Notwithstanding (1) above, this provision will not be implemented unless and until the Board of Education has determined that because of impending curtailment of or changes in the manner of performing services, the best interests of the District would be served by encouraging the retirement of unit members in that the retirement will either result in a net savings to the District, or result in a reduction of the number of unit members as a result of declining enrollment, or result in retention of unit members who are credentialed to teach in teacher shortage disciplines, including, but not limited to mathematics and science.
- (3) The Board hereby certifies that one or all of the conditions set forth above exist, therefore requests for retirement service credit shall be considered under the following conditions:
  - a. The applicant must be eligible for retirement under STRS rules and regulations.
  - b. A written statement must be filed with the Personnel Office by April 1, stating the unit member's plan to retire between June 15 and August 31 of the same calendar year.
  - c. Any request made must certifiably result in a net savings to the District as determined by the appropriate formula computations issued by STRS.
- (4) The District shall follow the rules and regulations established by STRS for administering and implementing Education Code Section 44929 or any amendment thereto pertaining to this provision.

(5) The terms of this section shall be extended in full force and effect if subsequently extended by law.

//

//