

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

OF THE

CULVER CITY UNIFIED SCHOOL DISTRICT

AND THE

CULVER CITY FEDERATION OF TEACHERS



Draft

Pending Approval

(Revised Effective July 1, 2016)

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ARTICLE 1 - PREAMBLE

THIS AGREEMENT made and entered into this 1st day of July, 2016 between CULVER CITY UNIFIED SCHOOL DISTRICT, hereinafter designated as "District," and the CULVER CITY FEDERATION OF TEACHERS, hereinafter designated CCFT, "Federation," and constitutes the sole agreement between the parties.

ARTICLE 2 - RECOGNITION

Section A

The District hereby recognizes the Federation as the exclusive representative specified herein as certified by the Educational Employment Relations Board in Case No. LA-D-300.

Included

Certified classroom teachers (child care and kindergarten through twelfth grade), adult education teachers who teach twelve (12) or more hours per week, special education teachers, elementary specialists, GATE teachers, speech therapist, reading specialist, nurses, music teachers, librarians, employees on a district-approved leave, long term contract substitute employees, and temporary contract employees.

Excluded

All other employees, including but not limited to: adult education teachers who teach less than twelve (12) hours per week, home teachers, day-to -day substitute employees, non long-term contract substitute employees, employees with the regional occupation program, all employees in management positions designated by the Board of Education, all confidential employees and all management positions designated by the Board of Education, all confidential employees and all supervisory employees, as defined in Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code of the State of California.

Section B

Disputes concerning the interpretation and application of this Article are not subject to the grievance provision of this Agreement.

ARTICLE 3 - DURATION AND TERMINATION

Section A

This agreement shall become effective on the **1st day of July 2016** unless otherwise specifically stated herein, and shall remain in full force and effect until **June 30, 2017**, and shall automatically renew itself for an additional year unless either party notifies the other by giving at least ninety (90) days, but not more than one-hundred twenty (120) days written notice in advance of the expiration date of its desire to modify or amend this Agreement. The parties may reopen negotiations for the **2016-2017** school year on Article 31: Health and Welfare, and Article 32: Wages, and two (2) articles selected by each party.

Section B

The giving of notice provided above shall constitute an obligation upon both parties to negotiate in good faith all questions of issue with the intent of reaching written agreement prior to the anniversary date.

Section C

If the parties have not reached an agreement on or before the anniversary date, all provisions of this Agreement shall remain in effect, unless the Agreement specifically terminated in accordance with the provision listed below.

Section D

At any time after the anniversary date, if no agreement has been reached, either party may give written notice to the other of intent to terminate the Agreement in not less than ten (10) days. All provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach an agreement shall continue.

Section E

If the parties have failed to resolve differences when the specified time has elapsed, all obligations under this Agreement are automatically canceled.

Section F

Either party must notify the other party of its desire to reopen the Agreement and negotiate the specific provisions stated in this section no later than thirty (30) calendar days prior to **May 1, 2016**, thirty (30) calendar days prior to **May 1, 2017**. Such negotiations shall commence within thirty (30) calendar days of the initial public presentation at a regularly scheduled meeting of the Board of Education.

Settlement of the provisions of this section shall not be subject to the Grievance and Arbitration procedure set forth in Article 7.

IN WITNESS WHEREOF, the duly chosen representatives of the parties hereby affirm that they have the authority to enter into this Agreement on behalf of themselves and their principals, and hereto affix their hands and seals.

Signature

Leslie J. Lockhart
Assistant Superintendent – Human Resources
Culver City Unified School District

Signature

David Mielke
President
Culver City Federation of Teachers

ARTICLE 4 - FEDERATION RIGHTS

Section A

The District authorizes the Federation to use the District's facilities and buildings times other than the normal working hours and hours of student instruction as long as the Federation submits the appropriate Civic Center Act form to the Business Office at least for eight (48) hours prior to the requested use.

Section B

The immediate supervisor of the facility of the building shall grant the Federation use of District equipment as long as such use is in accordance with the procedures provided for the Civic Center Act and as long as the use of such equipment does not interfere with the normal student instruction or work production of the District.

Section C

The Federation agrees to leave facilities, buildings and/or equipment used in a clean and orderly manner.

Section D

The District authorizes the Federation to use school mailboxes and an equal portion of the bulletin board designated for organization use at each work site where bargaining unit members are assigned, subject to the following conditions:

1. All postings for bulletin boards or items for school mailboxes must contain date of posting or distribution and the identification of the organization.
2. A copy of such postings or distributions will be delivered to the

Superintendent or designee at the same time as posting or distribution.

3. The Federation will not post or distribute information which is knowingly inaccurate, slanderous, or defamatory to the District or its personnel. This does not abridge the right of the Federation to legitimately criticize the District or its personnel.

Section E

The Federation may use mailboxes only for the purpose and within the provisions as outlined in Section D of this Article.

Section F

Duly authorized representatives of the Federation shall be permitted to transact official employee organization business on school property under the following conditions:

1. Such business shall not interfere with or interrupt the normal school operations.
2. Upon arrival at the school site, the Federation representative will notify the site administrator.
3. All such business shall be conducted before school, after school, or during the following duty-free periods: lunch, recesses and nutrition breaks.

Section G

1. The District will furnish the Federation with copies of the Board of Education Agenda and such detailed supporting material as is available with the exception of confidential information.
2. Upon request, the District will furnish the Federation with a copy of state and county reports, fiscal reports, audits, budgetary material and other appropriate information that is necessary for the Federation to fulfill its role of exclusive bargaining agent when such materials become public documents.

Section H

There shall be no distribution by employees of notices, pamphlets, advertising or political matter, nor any other kind of literature on the District property that is disruptive to the program or operation of the school.

ARTICLE 5 - MANAGEMENT RIGHTS

Section A

All matters not within the scope of negotiations in Government Code 3543.2, and matters not limited or delineated by the terms of other articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, discontinue, in whole or in part, temporarily or permanently, any of the following, subject on to paragraph C of this article:

1. The legal, operational, geographical, and organizational structure of the District including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.
2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures apart from those expressly required to be allocated to fund the wage and benefit obligations of this Agreement;
3. The acquisition, disposition, number, location, types and utilization of all District real properties, whether owned, leased or otherwise controlled, including all facilities grounds, parking areas and other improvements, and the personnel, work, services and activity functions assigned to such properties;
4. All services rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational support, construction, maintenance and repair services;
5. The utilization of personnel not covered by this Agreement, including but not limited to casual, temporary, and provisional personnel, consultants, instructional aides and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;
6. Those educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, transfers of

students, grade-level advancement, guidance, grading, testing, records, health and safety, conduct, discipline of students, transportation, food services, racial and ethnic balance, extracurricular and co-curricular activities, and emergency situations;

7. Selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location (subject only to the express terms of this Agreement regarding transfers), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening;
8. The job classification and the content and qualifications thereof;
9. The duties and standards of performance for all unit members; and whether any unit member adequately performs such duties and meets such standards;
10. The dates, times, and hours of operation of District facilities, functions, and activities; work schedules;
11. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters;
12. The rules, regulations and policies for all employees, students (including, but not limited to dress codes), and the public;
13. The retirement of unit members for age or disability; and
14. The termination or layoff of unit members as the result of the exercise of any the rights enumerated above or as a result of the exercise of any of the rights of the District.

Section B

All other rights of management are also expressly reserved to the District even though not enumerated above, subject only to paragraph C of this article. The exercise of any rights reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's rights or preclude the District from exercising the right in a different manner.

Section C

It is not the intention of the parties in setting forth the above-mentioned rights of

the District to detract from or diminish in any way the rights of the Union and/or unit members as expressly set forth elsewhere in this Agreement, and if there is a direct conflict between the rights herein above set forth and the specific terms of another article of this Agreement, the language of the latter shall prevail.

Section D

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not expressly limited by other specific provisions of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance procedure unless the grievance in question is a complaint that the District has violated an express provision of some other article of this Agreement, which article in itself is subject to arbitration.

ARTICLE 6 – ORGANIZATIONAL SECURITY

Section A

The District and the Federation recognize the right of employees to form, join, and participate in activities of employee organizations and the right of employees to refuse to join and participate in activities of employee organizations.

Section B

The District will deduct from the pay of Federation members and pay to the Federation monthly, the normal and regular monthly Federation membership dues as voluntarily authorized in writing by the employee on the District-approved form, or assessments voted by the general membership and submitted to the District in writing and signed by the Federation president or designee, subject to the following conditions:

1. No deductions will be made for fines.
2. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing at least fifteen (15) days, but no more than forty-five (45) days, after such submissions.
3. The District shall not be obligated to put into effect any discontinued deduction until the pay period commencing fifteen (15) days after such submission and the District shall notify the Federation of such notice within five (5) working days.

4. The Federation agrees to furnish any information needed by the District to fulfill the provisions of Section B of this Article, including the amount of monthly dues to be deducted for the ensuing year by September 1.
5. Deduction of dues shall be prorated over the normal payroll periods.

Section C

The District will notify the Federation of a unit member who requests that payroll deductions for Federation dues be discontinued. Such notification will be given to the Federation no later than ten (10) working days after the payroll deduction is discontinued. Such notification will not be given for unit members who terminate.

Section D

1. Effective May 1, 2001, the District shall implement the provision of SB 1960 (Chapter 893, Statutes 2000) regarding membership dues and fair share service fees ("service fees").
2. Except as expressly exempted herein, all bargaining unit members who do not want to maintain membership in the Federation are required to pay service fees to the Federation payroll deduction shall be used to effect this payment.
3. Any employee who has a bona fide religious objection, as defined in Government Code §3546.3, to the payment of service fees in support of an "employee organization," as defined in Government Code §3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees required as a condition of employment. However, such employees shall be required, in lieu of service fees required by this agreement, to pay sums equal to such service fees to any one of the following four designated nonreligious, non-labor, charitable funds exempt from taxation from under Section 501(c) (3) of Title 26 of the United States Internal Revenue Code:
 - (a) United Way
 - (b) Culver City Education Foundation
 - (c) American Heart Association
 - (d) American Cancer Association
4. Any employee claiming this religious objection shall furnish to the Federation a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teaching set forth objections to joining or financially supporting employee organizations. The

Federation shall make the final determination as to the validity of a religious objection.

ARTICLE 7 - GRIEVANCE PROCEDURES

Section A

Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Federation agree that every effort will be made by the aggrieved and the District to settle grievances at the lowest possible level.

Section B - Definitions

1. A grievance shall mean a formal written allegation by an employee or the District regarding a violation, misapplication, or misunderstanding of a specific provision of this Agreement which adversely affects the rights of the grievant.
2.
 - a. A "grievant" shall mean an employee covered by this Agreement filing a grievance. The Federation or the District may be the grievant.
 - b. When the Federation is the grievant, it shall identify the individual, if there is one, whose rights have been violated.
3. A "conferee" shall mean a unit bargaining representative who is available at the grievant's request to assist the employee. An immediate supervisor with whom a grievance is filed may also choose a representative in processing grievances at any step. A grievant shall be entitled to only one representative at Levels I and II of the grievance procedure unless mutual consent permits others to attend.
4. "Days" shall mean any day on which the unit members are scheduled to work as set forth in this Agreement.
5. "Immediate Supervisor" shall be the first level administrator having immediate jurisdiction over the grievant, and who has been designated by the District.
6. The "Grievance Officer" shall be designated by the Superintendent and will hear

the grievance at Step II and coordinate the grievance procedure.
7. A "District Approved Grievance Form" means those forms contained in

Appendix C of this Agreement.

Grievance Report Form

The signature of the supervisor is not required to acknowledge receipt. Instead, clerical acknowledgment of the receipt of the grievance form is acceptable.

Section C - Procedures

A grievance shall be processed in the following manner:

Step I

An employee's grievance must be submitted in writing, on a District-approved form stating clearly and concisely the facts of the grievance and detailing the specific provisions of this Agreement that were allegedly violated, misapplied, or misinterpreted. The written grievance must be presented to the immediate supervisor within twenty (20) days after the event giving rise to the grievance. A meeting between the grievant and the immediate supervisor may be requested by either party. The decision of the immediate supervisor shall be rendered in writing within ten (10) days after receiving the written grievance or after the meeting of the two (2) parties, whichever is later and the rendering of such decision will terminate Step I.

Step II

If the grievance is not settled in Step I, and the grievant wishes to pursue the matter further, a written request shall be submitted to the Grievance Officer within ten (10) days after the receipt of the decision rendered in Step I. A meeting between the grievant and the grievance officer shall be arranged by the Grievance Officer at a mutually agreed upon time within ten (10) days after the receipt of the request. The decision of the grievance officer shall be rendered in writing within ten (10) days after the meeting of the two (2) parties; and the rendering of such decision will terminate Step II.

Step III

If a grievance is not settled in Step II, or if no answer is given by the District within the prescribed time limits, and the grievant decides to pursue the matter further, the grievant shall be submitted to arbitration, but only if the Federation representative gives written notification to the District of the decision to arbitrate the grievance within ten (10) days after the termination of Step II of the grievance procedure. Expedited arbitration may be requested if mutually agreed to by both parties. As soon as possible and in any event not later than five (5) days after the District receives written notice of the decision to arbitrate, the Federation representative shall request the California Mediation and Conciliation Service to submit a panel of five (5) local arbitrators. The District and the grievant and/or the representative shall in turn strike a name from the list until only one (1) remains. The remaining name shall be accepted by both parties as the impartial arbitrator. The privilege of striking the first name shall be decided by lot. The impartial arbitrator shall, as soon as possible thereafter, hear said grievance and render the decision in writing. The arbitrator shall submit the decision in writing within thirty (30) calendar days after hearing the

case. The decision of the arbitrator will be final and binding upon the parties to this Agreement.

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as the arbitrator judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Federation and will be final and binding upon the parties of this Agreement.

Section D

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, which may include an award of financial reimbursement or other remedy as the arbitrator judges to be proper. The arbitrator shall have no power to render an award on any grievant occurring before or after the terms of this Agreement. If a question of arbitration arises, the question first shall be decided by the arbitrator selected at Level III.

Section E

The arbitrator may hear and determine only one grievance at a time unless the parties mutually agree otherwise.

Section F

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered to be null and void. However, the time limits set forth in this Article may be extended or shortened by mutual agreement of the parties. Time limits for appeal provided in each step shall begin the day following receipt of the decision by the aggrieved party.

Section G

No reprisals of any kind will be taken by the Superintendent or by any member representative of the administration or the Board of Education against any (aggrieved) person or any other participant in the grievance procedure by reason of such participation.

Section H - General Provisions

1. Any employee on his/her own behalf may present grievances relating to the employer and have such grievances adjusted without the intervention of the Federation as long as the adjustment is not inconsistent with the terms of the Agreement. The District shall not agree to the adjustment or resolution of the grievance until the Federation has received a copy of the grievance and the proposed resolution and has been given the

opportunity to file a written response.

2. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, determined by the Grievance Officer, the grievant shall submit such grievance in writing to the Grievance Officer and the Federation directly, and the processing of such grievance will commence at Step II.
3. The Federation may initiate a grievance in its own behalf for violation of specific provisions of Article 4 - Organizational Rights, and such grievance will commence at Step II.
4. A maximum of five (5) Federation members who are employees of the District, authorized as the Grievance Committee, shall be eligible for release time to process grievances in Steps I, II, and III of Article 7, subject to the following conditions:
 - a. The names of the five (5) employees who shall act as members of the Grievance Committee must be provided to the Superintendent no later than ten (10) days following the signing of this Agreement.
 - b. The designated representative shall inform the immediate supervisor twenty-four (24) hours prior to requested release from duties for grievance processing.
 - c. That such release time shall be limited solely to representing a grievant in a conference with management representatives in Steps I, II, and III of the grievance procedure only and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses or preparing a presentation.
 - d. Only one (1) Grievance Committee member will be provided release time to assist a grievant in processing a grievance.
5. The grievance forms used in this procedure are those contained in Appendix A of this Agreement.

The District shall process a grievance in the following manner:

Step 1

The District's grievance must be submitted in writing to the Designated Union Representative, on the form found in Appendix A, stating clearly and concisely the facts of the grievance and detailing the specific provisions of this Agreement that were allegedly violated, misapplied or misinterpreted. The written grievance must be presented to the Designated Union Representative within twenty (20) days after the event giving rise to the grievance. A meeting between the District grievant and the Designated Union Representative may be requested by either party. The decision of the designated Union

Representative shall be rendered in writing within ten (10) days after receiving the written grievance or after the meeting of the two (2) parties, whichever is latest, and the rendering of such decision will terminate Step 1.

Step II

If the grievance is not settled in Step I, and the grievant wishes to pursue the matter further, a written request shall be submitted to the Union President or designee within the (10) days after the receipt of the decision rendered in Step I. A meeting between the District grievant and the Union President or designee shall be arranged by the Union President or designee at a mutually agreed upon time within ten (10) days after the receipt of the request. The decision of the Union President or designee shall be rendered in writing within ten (10) days after the meeting of the two (2) parties; and the rendering of such decision will terminate Step II.

Step III

If a grievance is not settled in Step II, or if no answer is given by the Union within the prescribed time limits, and the District grievant decides to pursue the matter further, the grievant shall be submitted to arbitration, but only if the District gives written notice to the Union President or the Designee of the decision to arbitrate the grievance within ten (10) days after the termination of Step II of the grievance procedure. Expedited arbitration may be requested if mutually agreed to by both parties. As soon as possible and in any event not later than five (5) days after the Union receives written notice of the decision to arbitrate. The District shall request the California Mediation and Conciliation Service to submit a panel of five (5) local arbitrators. The Union and the District grievant shall in turn strike a name from the list until only one (1) remains. The remaining name shall be accepted by both parties as the impartial arbitrator. The privilege of striking the first name shall be decided by lot. The impartial arbitrator, as soon as possible thereafter, hear said grievance and render the decision in writing. The arbitrator shall submit the decision in writing within thirty (30) calendar days after hearing the case. The decision of the arbitrator will be final and binding upon the parties to this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act, prohibited by law or which is a violation of the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any award such as financial reimbursement or other remedies as the arbitrator judges to be proper the decision of the arbitrator will be submitted to the Union and the Superintendent and will be final and binding upon the parties of this Agreement.

ARTICLE 8 - TRANSFER

Section A - Definition

Transfer is defined as movement of a unit member from a school or district or department to another school or district office department, with maintenance of the same title by the unit member. Position is intended to mean regular classroom teacher, special

education teacher, special program teacher or support personnel in their areas of specialization and credentialing. The District's decision on selecting a person under employee-initiated transfers and employer-initiated transfers shall be final and not subject to the grievance procedure. However, alleged violations of the specific transfer procedures under this Article shall be subject to the grievance procedure.

Section B - Employee-Initiated Transfers

An employee shall have the right to request a transfer to any school within the same position classification for which the employee is properly credentialed, subject to the following conditions:

1. Submission of a request for transfer for the following year, on the appropriate district form, shall be submitted prior to May 1.
2. A request for transfer shall be valid for a period of one (1) year and must be renewed annually by the employee.
3. An employee's request for transfer shall bear the signature of the employee's present site administrator. Such signature is an acknowledgment only that the administrator has been informed of the employee's desire for transfer consideration and does not imply approval or disapproval by the administration. The properly completed transfer form shall be filed with the Office of Human Resources.
4. The filing of a request for transfer is without prejudice to the employee.
5. A request for transfer may be withdrawn by an employee, in writing, any time prior to official notice of transfer approval.
6. Employees requesting transfers will be considered for all vacancies for which they have applied, provided they are properly credentialed for the position.
7. Vacancies shall be posted in all schools as soon as possible after their occurrence. However, should a position become vacant after the start of the school year, a temporary or long term substitute shall fill the position until the end of the school year.
8. Application for transfer to vacancies that occur during the school year shall be submitted within five (5) days after the posting of the vacancy notice. Application may be made by telephone, followed by a letter or note. Unit members shall not be eligible for transfer if they have received less than satisfactory ratings in all areas of the Certificated Performance Evaluation.
9. The Assistant Superintendent- Human Resources, shall give the employee notification of the decision. The employee may contact the selecting administrator for information regarding the decision.

10. When vacancies occur during the summer vacation period, the District will notify by mail all transfer applicants qualified (certificated) for those vacancies. The Federation will also be mailed vacancy notices during the summer vacation period.

Section C - Criteria for Transfer

The following shall be used in consideration of a transfer request:

1. The contribution the staff member can make in the new position.
2. The effect of the transfer on the staffing and program of the school from which the transfer is made.
3. Qualifications, including experience and recent training, compared to other candidates for the vacancy.
4. Seniority based on date of hire of employee.
5. The recommendations of the administrator to whom the employee is currently responsible and the administrator where the vacancy exists.
6. Employee's certification authorization.
7. Affirmative action goals of the District.
8. The preference of the employee.

Section D - Employer-Initiated Transfers

It is the intent of the District to make employer-initiated transfers only under circumstances that are serious in nature and which the District cannot be expected disregard. These transfers shall be made only within the same position classification.

1. A transfer may be made by the District at any time for the following reasons:
 - a. To fulfill the District's obligations and commitment to its affirmative action policy.
 - b. A change in enrollment necessitating transfer of staff, such as school closure or grade level reorganization.
 - c. Program needs of schools requiring employees with specific skills.
 - d. For reasons of a serious nature affecting the education of students.
2. If more than one employee at a school site is to be considered for an employee initiated transfer, the following considerations shall be used:
 1. The needs of the sending school and the receiving school.
 2. The contribution the staff member can make in the new position.

3. Qualifications, including experience, specific skills, and recent training compared to other candidates for the vacancy.
 4. Seniority of the employee.
 5. The recommendations of the administrator to whom the employee is currently responsible, and the administrator where the vacancy exists
 6. Credentials of the employees, including major and minor fields.
 7. The employees' preferences.
3. Employees to be transferred because of school closures or grade level reorganization will be given the opportunity to make application for transfer, and will be transferred in accordance with the criteria in Paragraph 2 above. Such employees shall state their preferences of assignment, and will be given priority for transfer over other employees. The deadline for transfer requests is May 1, or within thirty (30) days after the date of posted vacancies caused by school closure or grade level reorganization.
 4. The employee concerned will be verbally informed by the site administrator at the earliest feasible time of a contemplated employer-initiated transfer and the reasons for such transfer prior to official written notice from the Office of Human Resources.
 5. The Office of Human Resources will notify the employee in writing of the reasons for the transfer, and the effective date of the transfer no later than ten (10) days after the verbal notification.
 6. To appeal the transfer decision, the employee shall be granted, upon written request filed within ten (10) days after receipt of the transfer notice, a meeting with the Superintendent. The employee has the right to be accompanied by a union representative and/or a conferee of the employee's choice. The decision of the Superintendent will be given in writing not later than five (5) days after the meeting.
 7. Employer-initiated transfers shall not be made for vindictive, capricious, or arbitrary reasons; as punitive or disciplinary action against an employee, except as provided for under D-1, a-d, inclusive; or because of the employee's political, organizational, or leadership activities.

ARTICLE 9 - SICK LEAVE

Section A - Purpose

The purpose of sick leave utilization shall be for physical and mental disability absence which are medically necessary and caused by illness, injury, or quarantine.

Section B - Eligibility

All members of the bargaining unit.

Section C - Accumulation

1. An employee, covered by this Agreement, employed five (5) days per week for a full contract year, shall be annually entitled to ten (10) days of leave of absence for the purpose of non-industrial illness or accident.
2. An employee, covered by this Agreement, employed less than full time, shall be entitled to sick leave in the same ratio that the employment bears to full-time employment.
3. Any unused sick leave shall be accumulated from year to year.
4. An employee whose work year extends beyond the number of days established for regular full-time teachers shall receive one (1) additional day of sick leave credit for each twenty (20) additional days worked.

Section D - Compensation

1. Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for purposes set forth in this Article shall receive the difference between the employee's regular salary and that of the substitute employee; or if no substitute is employed, the employee shall receive the difference between the employee's salary and the amount which would have been paid to a substitute, for a period not to exceed twenty (20) calendar weeks. The twenty (20) week period shall begin after utilization of the annual ten (10) day allotment of leave for illness or injury. Only one (1) increment of difference pay shall be allowed for any single and continuous absence that extends into the next school year.
2. Only employees hired before October 1, 1998, shall continue to be eligible for the bank of five (5) additional days of fully-paid sick leave, subject to the following conditions:
 - a. The five (5) days may be utilized only if all other accumulated full - pay sick leave has been exhausted.
 - b. The five (5) days, once utilized, will not be reestablished during the entire period employment.
 - c. These five (5) days are non-transferable to another District.
 - d. If the employee leaves the employment of the District and is later

reemployed, the employee shall receive only that portion of the five (5) days that were not utilized during the previous employment.

Section E - Procedures

An employee exercising this leave of absence provision shall comply with the District procedures for absence reporting. Failure to report intention to return as required in District procedure shall cause the employee to forfeit salary for the day. The substitute will continue in that assignment for that day.

Section F - Return to Service

1. Each employee, on the day of return to duty, shall certify by personal signature on the District form, the date(s) and reason for each absence.
2. Written approval from the employee's attending physician is required to return to work after an absence of ten (10) working days or more due to illness, upon return from surgery, or from any illness requiring hospitalization, and of employees using casts or orthopedic devices. In every case, the physician's clearance must reach the Office of Human Resources one (1) working day prior to the employee's intended return. The cost of the written approval of the physician shall be at the employee's expense.
3. In specific instances that appear to be a concerted activity or withholding of services by employees, the Board of Education may authorize the Superintendent to request, and employees shall provide additional verification of the use of these provisions, including but not limited to a doctor's verification of illness, verification by employee's affidavit, or other appropriate means. The determination of whether or not a specific instance warrants a request for additional verification is solely at the discretion of the Board of Education.

Section G - Periodic Reports

The Superintendent or designated representative is authorized to require period reports from an employee on sick leave, as follows:

1. A doctor's statement as to the condition of the employee's health;
2. A doctor's statement as to the probable date of recovery and return to duty.

Section H - Catastrophic Leave

1. A sick leave bank shall be operated on behalf of unit members facing catastrophic illness; or injury or when the parent, spouse, child or same sex domestic partner (per District same sex partnership affidavit) of a unit member is facing catastrophic illness or injury. A "catastrophic" illness or injury is one that is expected to incapacitate the employee for no less than

thirty (30) days and creates a financial hardship due to the lack of sick leave and other paid time off. Elective cosmetic surgery shall not qualify as catastrophic.

2. A unit member suffering from catastrophic illness or injury or who has a parent, spouse, child or same sex domestic partner (per District same sex partnership affidavit) may request that the district establish a bank. Applications shall be submitted to the Office of Human Resources/Assistant Superintendent and accompanied by a physician's statement describing the illness or injury and anticipated date of return to work. Strict confidentiality shall be observed at all times.
3. After verification of the pertinent data, the application shall be submitted to the Culver City Unified School District Board of Education in the form of a resolution. A necessary discussion of medical issues shall take place in closed session.
4. Upon approval, the District shall notify unit members that they may donate sick leave days by completing a "Sick Leave Donation" form at the Office of Human Resources. The form shall verify the number of days (up to three [3] days only) to be donated and the donating employee's understanding that the donated days will not be returned under any circumstances. The number of days agreed to will be removed from the donator's sick leave and placed into the sick leave bank established for the affected unit member as of the date the donating employee signs the form.
5. The unit member may draw sick leave in one day increments from the sick leave bank upon exhaustion of all current year and accumulated sick leave. Use of the days in the sick leave bank shall run concurrently with the differential pay paid as set forth in the collective bargaining agreement. On days when differential pay is received, the unit member shall be entitled to use one half (1/2) day of sick leave from the sick leave bank. When differential pay is exhausted, the unit member shall be entitled to use a full day of sick leave from the sick leave bank. In no event shall the unit member receive more than one full day's pay at the unit member's daily rate for each day drawn from the sick leave bank, or each day combined with difference pay.
6. Each employee must have a minimum of twelve (12) accumulated sick leave in order to participate.
7. The maximum amount of donated Catastrophic Leave days that may be used per occurrence by any employee shall be one hundred (100).
8. Catastrophic Leave shall not be used for illness or disabilities which qualify the participant for Workers' Compensation benefits.

9. Catastrophic Leave shall not be considered available leave for the purpose of qualifying for STRS disability.
10. Sick leave days which have been donated and cannot be used, due to recovery, resignation, retirement or death, shall accrue in a "sick leave bank" and become available for the next employee in need of sick leave donations for catastrophic illness or injury.

Section I - Summer School

Unit members who work a full summer school teaching assignment and earn a full month's regular salary shall accrue one day of sick leave. Unit members working a summer school teaching assignment who are compensated at less than a full month's salary shall accrue one-half day of sick leave.

ARTICLE 10 - PERSONAL NECESSITY LEAVE

Section A - Eligibility

All members of the bargaining unit.

Section B

Employees may not use more than seven (7) days of unused sick leave provided under Education Code Section 44978, each year, for personal necessity leave. Up to two (2) days each year may be used at the discretion of the employee for personal reasons, except for work stoppage, work slowdown, or for other concerted activities or withholding of services by employees. All other situations which are acceptable as personal necessity leave must meet the following requirements:

1. Involve circumstances which the employee cannot be expected to disregard.
2. Require the attention of the employee during assigned duty hours.

Section C

The following are some examples of personal necessities:

1. Death of a member of the employee's immediate family when additional leave is required beyond that provided in the bereavement leave provisions of Article 13. "Immediate family" means the employee's spouse or same sex domestic partner (per District same sex partnership affidavit) and the following relatives of either the employee, or the spouse, parent, step-parent, grandparent, child, grandchild, brother, sister, son-in-law, daughter-in-law, aunt, uncle, niece, nephew (NOTE: does not include grand-niece or grand-nephew) or any other person considered to be a permanent member of the immediate household.
2. Accident or imminent danger of serious damage to the employee's person or property, or the person or property of the immediate family.

3. Birth of a child making it necessary for an employee who is the father of the child to be absent during assigned hours of service.
4. An illness of a member of the employee's immediate family that is serious in nature and under such circumstances as the employee cannot be expected reasonably to disregard, and would require the attention of the employee during assigned hours of service.
5. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena, or any order made with jurisdiction, or appearance in court of the employee's minor child as a litigant or witness.
 - a. A paid leave shall be granted to allow an employee to appear in response to a subpoena duly served, when other than a litigant, as follows:
 1. In a case before a grand jury;
 2. In a criminal case before a court within the State;
 3. In a civil case before a court within the State.

Section D - Requirements

Leave may be granted for the days of attendance in court as certified by the clerk or other authorized official of such court or grand jury, or by the attorney for the litigant in the case. In any case, such leave shall not exceed two (2) days in which the employee serves as a witness.

Section E - Procedure

The employee must present a copy of the subpoena prior to being granted an official appearance leave. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Business Office.

Section F

The following are some examples which are not acceptable as personal necessities:

1. Vacation, recreation or social activities
2. Extension of a school holiday or vacation
3. A convention related to a member's avocation
4. Spouse's business, profession, or avocation
5. Pursuit of business interest or other employment
6. Incarceration

Section G

Personal necessity leave must be taken in increments of not less than half a day.

Section H

Personal necessity leave shall not be granted during other unpaid leaves.

Section I

When a unit member reports personal necessity leave on the appropriate District form the unit member is certifying that such leave is taken for reasons as permitted under the Article. Therefore, no additional explanation will be required on the District form.

ARTICLE 11 - PERSONAL LEAVE WITH PAY

Section A - Eligibility

All members of the bargaining unit.

Section B

One day of personal leave per year for important personal business (non-cumulative) will be provided for all employees without loss of salary, provided the leave meets the following requirements. This leave will not be charged against sick leave.

1. Be serious in nature
2. Involve circumstances which the employee cannot be expected to disregard
3. Require the attention of the employee during assigned duty hours

Section C

The following are some examples of personal business:

1. Death of a member of the employee's immediate family when additional leave is required beyond that provided in the bereavement leave provisions of Article 13. "Immediate family" means the employee's spouse or same sex domestic partner (per District same sex partnership affidavit), and the following relatives of either the employee or the spouse: parent, step-parent, grandparent, child, grandchild, brother, sister, son-in-law, daughter-in-law, aunt, uncle, niece, nephew (NOTE: does not include grand-niece or grand-nephew); or any person considered to be a permanent member of the immediate household.
2. Accident or imminent danger of serious damage to the employee's person or property, or the person or property of the immediate family.
3. Birth of a child making it necessary for an employee who is the father of the child to be absent during assigned hours of service.
4. An illness of a member of the employee's immediate family that is serious in nature and under such circumstances as the employee cannot be expected reasonably to disregard,

and would require the attention of the employee during assigned hours of service.

5. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena, or any order made with jurisdiction, or appearance in court of the employee's minor child as a litigant or witness.
6. Circumstances of urgent personal necessity that meet the criteria outlined in Section B, 1, 2 and 3 of this Article.

Section D

The following are some examples of personal business not acceptable:

1. Vacation, recreation or social activities
2. Extension of a school holiday or vacation
3. A convention related to a member's avocation
4. Spouse's business, profession, or avocation
5. Pursuit of business interest or other employment
6. Incarceration

Section E

Personal business leave must be taken in increments of not less than half a day.

Section F

Personal business leave shall not be granted during other unpaid leaves.

Section G

Personal business leave may not be taken for the purpose of withholding professional services.

Section H

Prior notification of absences must be reported in the same manner as illness reporting procedures.

Section I

Verification of absence due to personal business shall be made as follows:

1. All absences due to personal business must be verified on the district "Request for Leave" form and submitted to the employee's immediate supervisor within three (3) days after returning to duty.

Section J

When a unit member reports personal business leave with pay on the appropriate District form, the unit member is certifying that such leave is taken for reasons as permitted

under this Article. Therefore, no additional explanation will be required on the District form.

ARTICLE 12 - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Section A - Purpose

Industrial accident and illness leave shall be granted for illness or injury incurred with the course and scope of an employee's assigned duties as specified in the job description prescribed by the District.

Section B - Eligibility

All members of the bargaining unit.

Section C - Requirements

1. Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session, or when the employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
5. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
6. Any employee receiving benefits as a result of this Article shall, during the periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
7. During any industrial paid leave of absence, the District shall issue the employed appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

Section D - Return to Service

An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized worker's compensation physician, certifying the employee's ability to return to the position classification without restriction or detriment to the employee's physical and emotional well-being.

ARTICLE 13 - BEREAVEMENT LEAVE

Section A - Purpose

The purpose of bereavement leave utilization shall be for death of a member of the immediate family. For purposes of this Article, "immediate family" means the employee's spouse or same sex domestic partner (per District same sex partnership affidavit) and the following relatives of either the employee or the spouse: parent, step-parent, grandparent, child, grandchild, brother, sister, son - in - law, daughter - in -law, aunt, uncle, niece, nephew (NOTE: does not include grand-niece or grand-nephew); or any other person considered to be a permanent member of the immediate household.

Section B - Eligibility

All members of the bargaining unit.

Section C - Number of Days

An employee shall be granted up to five (5) days for each bereavement. Additional days of absence beyond those described herein may be provided under terms of the personal necessity leave provisions of Article 10. The District may request reasonable verification.

Section D - Compensation

All days of absence used under the provisions of bereavement leave shall result in no loss of compensation to the employee.

Section E - Procedure

An employee exercising this leave of absence provision shall notify the immediate supervisor as soon as possible and comply with the District procedures for absence reporting.

Section F - Return to Service

The employee shall, upon return to service, immediately complete the District Request for Leave form.

ARTICLE 14 - MATERNITY DISABILITY LEAVE

Section A - Purpose

Sick leave as set forth in Article 9 may be used for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, provided that a leave without pay has not already been requested and granted. Such leave shall not be used for child care or child rearing, but shall be limited to those disabilities as set forth above.

Section B - Eligibility

All members of the bargaining unit.

Section C - Commencement of Leave

The period of leave shall start at the time the physician's statement certifies the commencement of the disability and shall continue for a period of six (6) weeks after the birth of the child, or at the time specified in the physician's statement. The employee shall notify the District, in writing, of the date of the birth of the child within ten (10) working days.

Section D - Definition of Disability

The term "disability" as used in this Section shall be defined as a medical condition which precludes the employee performing the usual duties of her position.

Section E - Requirements at End of Leave

At the end of the six (6) week period following the birth of the child, or at the time specified on the physician's statement, the employee must do one of the following:

1. Submit a notice of intent to return to work, OR
2. Submit a physician's statement of continuing disability, including the specific reason for the disability and the expected duration, OR
3. Submit a request for a personal leave of absence, OR
4. Submit a request for child care leave, OR
5. Submit a letter of resignation.

ARTICLE 15 - CHILD CARE LEAVE

Section A - Eligibility

All probationary and permanent employees.

Section B

A leave of absence equal to up to one (1) year (two semesters) shall be granted upon request without pay to an employee for the purpose of raising each natural or adopted child, providing the child is under eighteen (18) years of age. Leaves taken for different children shall not be in consecutive years.

Child care leaves beginning with the birth of the child shall end simultaneously with the end of either semester. The Superintendent shall have the right to grant leaves ending at other times if so requested by the employee.

Child care leaves taken in a school year other than that in which the child is born shall be granted for one (1) semester or two (2) consecutive semesters depending upon the request of the employee. The Superintendent shall have the right to grant leaves for other periods of time less than one (1) full year if so requested by the employee.

Section C - Procedures

1. A written request for leave shall be submitted as far in advance as reasonably possible, and in no event less than one (1) month before the leave is to commence, unless such time is shortened by the District to accommodate an unforeseeable emergency situation.
2. The request will be accompanied by a copy of the birth certificate of the employee's child.
3. An employee returning from child care leave shall notify the Assistant Superintendent- Human Resources, of the intent to return no later than one month before the expiration of the approved leave.

Section D - Benefits

1. The employee may elect to continue health and welfare coverage by prepaying the total cost to the District, providing it is acceptable to the insurance carrier.
2. There shall be no diminution of employment status while on child care leave, except that no person shall be entitled to compensation increment, or accrual of seniority for layoff or reduction in work force purposes, nor shall the time taken for child care leave count toward credit for probationary teachers earning tenure status.

Section E - Return to Service

1. An employee returning to the District from a Child Care Leave shall be placed in a comparable position at the elementary level, middle school, or high school level to which the employee was assigned prior to the leave, providing such a position still exists. Position is intended to mean regular classroom teacher, special education teacher, special program teacher or support personnel in their areas of specialties. A person on leave will receive the same consideration for assignment that the person would have received if not on leave.

ARTICLE 16 - ADOPTION LEAVE

Section A - Purpose

The following leave provisions may be used by an employee for the purpose of caring for a newly adopted child:

1. Personal Leave with Pay
2. Personal Necessity Leave
3. Short Term Emergency Leave
4. Child Care Leave

Section B - Eligibility

All probationary and permanent employees in the bargaining unit.

Section C - Procedures

Procedures, compensation, and return to service, shall be as provided for in the specific leave policy being utilized.

ARTICLE 17 - EXTENDED PERSONAL LEAVE

Section A - Eligibility

All permanent employees.

Section B - Purpose

A permanent employee may be granted a leave of absence for the remainder of a semester, one semester, or one year, for compelling personal reasons that are not enumerated elsewhere in the Agreement. In unusual circumstances (for example, Peace Corps or Vista assignments) the leave may be extended to two (2) years. An extended personal leave of absence shall not be granted to an employee to accept full-time temporary or regular employment with another school district or for purposes of full-time paid employee in another occupation.

Section C - Procedure

1. The employee seeking an approved personal leave of absence shall submit a request, in writing, including the reasons and any supporting information related thereto, and the duration of the requested leave.
2. An employee requesting such an extended personal leave of absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Education.
3. The decision of the Board of Education shall be final and not subject to grievance procedures.

Section D - Compensation

1. Any personal leave of absence that may be granted under these provisions shall be without compensation.
2. An employee on personal leave of absence shall be permitted to continue to participate in the District insurance program provided that the employee prepay to the District the necessary premiums.

Section E - Return to Service

1. An employee returning to the District from an Extended Personal Leave shall be placed in a comparable position at the elementary level, middle school, or high school level to which the employee was assigned prior to the leave, providing such a position still exists. Position is intended to mean regular classroom teacher, special education teacher, special program teacher or support personnel in their areas of specialties. A person on leave will receive the same consideration for assignment that person would have received if not on leave.

Section F -Family Care and Medical Leave

1. Eligibility

Pursuant to the federal Family Medical Leave Act of 1993 [29 U.S.C. §2601, *et seq.*] (FMLA) and California Family Rights Act [Government Code Section 12945.2] (CFRA), and in Board Administrative Regulation 4161.8/4261.8/4361.8, any employee who has been employed by the District for at least twelve (12) months immediately prior to commencing the leave shall be eligible to take up to twelve (12) workweeks of unpaid family care and medical leave in a twelve (12) month period, counting backward from the first date such leave is taken. Full-time teachers shall be presumed to work 1,250 hours unless proven otherwise by the District. If the leave is to care for an injured, covered military service members, eligible unit members shall be entitled to twenty-six (26) workweeks of leave for each illness or injury, within twelve (12) months of the first date of leave for this reason.

2. Qualifying Reasons

- A. Birth of a child and to care for the newborn, adopted or foster child within twelve (12) months after the birth or placement for adoption for foster care;
- B. To care for a parent, spouse, child or Registered Domestic Partner (CFRA leave only) with a serious health condition;
- C. Because of the employee's own serious health condition that makes the employee unable to perform the functions of his or her own position;
- D. Because of any qualifying exigency arising out of the fact that an employee's parent, spouse, or child is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (FMLA leave only);
or
- E. Because of a serious injury or illness incurred in the line of duty on active duty

in the Armed Forces in support of a contingency operation affecting an employee's spouse, child, parent, or next of kin, who is a service member of the Armed Forces, including the National Guard and Reserves, for whom the employee is needed to provide care (FMLA leave only). An employee taking leave under this section shall be entitled to twenty-six (26) workweeks of leave in a twelve (12) month period commencing on the first day leave is taken to care for the service member.

3. Definitions

A. Child:

For leave taken for by an employee for the birth of his/her child, or placement of a child with the employee for adoption of foster care, or to care for his/her with a serious health condition, "child" means the employee's biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or an adult dependent child eighteen (18) or older and incapable of self-care because of mental or physical disability [29 U.S.C. §2611 (12)].

For leave taken to care for a service member with a serious health condition or because of a military member's call to active duty, the employee's child for whom he or she is taking leave need not be under eighteen (18) years of age, but must meet all of the other requirements specified above [29 C.F.R §825.122(g), (h), and (i)].

B. Military member and Service member

"Military member" and "service member" shall be as defined in the FMLA and its regulations [29 C.F.R §825.800].

C. Next of Kin:

For purposes of leave taken to care for a covered service member injured during active duty, "next of kin" means the nearest blood relative of the covered service member who is not the service member's parent, spouse, or child, as specified in the FMLA. If the service member has designated a "next of kin," only that individual may take family and medical leave to care for him or her. If the service member has not designated a "next of kin," the "next of kin" for purposes of FMLA leave to care for the service member shall be in the following order of priority: Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provision, siblings, grandparents, aunts and uncles, and first cousins [29 C.F.R §825.122(d)].

D. Parent:

“Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child [29 U.S.C. §2611 (7)].

E. Qualifying Exigency:

A “qualifying exigency” related to a family member who is a covered military member shall be as defined in the FMLA regulations.

F. Registered Domestic Partner

“Registered domestic partner” shall be those persons registered with the California Family Code Section 297.

G. Serious Health Condition:

“Serious health condition” shall be as defined in the FMLA and CFRA statutes and regulations that require that the employee or family member be unable to work.

4. Employee Notice Requirements

An employee must provide a least thirty (30) days advance notice before leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness or a covered service member. In all cases, however, the determination of when an employee could practicably provide notice must take into account the individual facts and circumstances.

On or before the first day of an employee’s family and medical leave, the employee shall notify the District of his/her anticipated date of return to work. The District may require periodic updates on the employee’s intent to return to work. If because of changed circumstances an employee requires more or less leave than originally anticipated, the employee shall give the District at least two business days’ notice of his or her intent to return to work.

5. Health Benefits

The District will maintain coverage under the group health care plan for the duration of the family and medical leave, at the same level and under the same conditions, as such coverage would have been provided had the employee not taken the leave. While on family and medical leave, employees remain responsible for and must continue to pay any share of the health premiums

they now pay for which they would be responsible if they were working.

6. Use of Paid Leave

During a family and medical leave, the employee must concurrently use any available sick leave, extended illness leave, vacation leave, or other accrued time off, or any other available paid leave. Such paid leave may only be used for reasons specified and under the terms and conditions of the collective bargaining agreement, Board Policy and/or Administrative Regulation, unless otherwise agreed to by the District and the employee.

7. Reinstatement

Reinstatement procedures shall be as set forth in Board Administrative Regulation 4161.8/4261.8/4361.8 as adopted by the Board of Education, Culver City Unified School District.

ARTICLE 18 - SHORT TERM EMERGENCY LEAVE

Section A - Purpose

An employee may request a short term personal leave without pay, not to exceed ten (10) working days, for compelling personal reasons of a serious nature that are not enumerated elsewhere in the Agreement.

Section B - Eligibility

All members of the bargaining unit.

Section C - Procedure

1. An employee shall submit a request on the District provided form to the immediate supervisor not less than ten (10) working days prior to the beginning of the leave, except that the Superintendent shall waive the ten (10) day requirement in cases of unforeseeable emergencies.
2. Short term emergency leave will not require Board of Education approval.
3. The Superintendent's decision shall not be subject to the grievance provisions of the Agreement.
4. An employee may appeal the Superintendent's decision by submitting a written request to the Board of Education asking for a review. The decision of the Board of Education will be given in writing not later than ten (10) days after receipt of the request.

Section D - Compensation

Short term emergency leaves shall be without compensation.

Section E - Return to Service

An employee returning from a short term emergency leave shall comply with the District's procedures for reporting return from leave and shall complete the District Request for Leave form immediately upon return to service.

ARTICLE 19 - JURY DUTY LEAVE

Section A - Eligibility

All members of the bargaining unit.

Section B - Purpose

A paid leave of absence shall be granted to any certificated employee required to render jury service in Federal court.

A maximum of three (3) days of paid leave of absence shall be granted to any certificated employee required to render jury service in a State, County, or Municipal court.

Section C - Procedure

The employee seeking jury service leave shall submit a request, accompanied by the official order, for an approved absence to the Assistant Superintendent-Human Resources. Such request shall be submitted not less than ten (10) days prior to the beginning of the leave. A copy of the request shall also be given to the immediate supervisor at the time of submittal.

Section D - Compensation

All jury service fees received by the employee shall be remitted to the Business Office of the District if such jury service results in a paid leave.

Section E - Return to Service

Immediately upon return to active service, the employee shall complete a District "Request for Leave" form. The employee shall provide verification by the court of actual day served on jury service.

ARTICLE 20 - SABBATICAL LEAVE

Section A - Eligibility

Any full-time certificated employee covered by this Agreement who has been in the

employ of the Culver City Unified School District for not less than seven (7) consecutive years may apply for a sabbatical leave of absence. At the discretion of the Board of Education, and subject to budgetary limitations, up to three percent (3%) of the eligible staff may be granted sabbatical leaves in any one (1) school year. Applicant's sixty-second (62) birthday shall not have been reached by March 1 of the year preceding the proposed sabbatical.

Section B - Purpose

Employees may be granted a leave of absence for the purpose of professional study or travel which will ultimately enable the employee to improve the learning situation of the students of the District. Additionally, current employees who are eligible (after five (5) years of service) will receive priority for leave in order to pursue Special Education credentials and/or other authorization as determined by the District.

Section C - Procedure

1. An employee requesting sabbatical leave consideration shall submit a complete District-designed application form by February 1 preceding the school year of the sabbatical year.
2. A screening committee shall be formed consisting of an administrator appointed by the Superintendent and three (3) teachers submitted by the Federation.

The screening committee shall review all applications and submit a list of recommended applicants in priority order to the Superintendent. The priority ranking of applicants shall be based primarily on the benefits that will accrue to the pupils and the District by the granting of the leave. If the Superintendent determines that two (2) proposals promise to be of equal benefit to the District, the employee with the longest service in the District will be given priority. Applicants who have not had a sabbatical leave in the District will be given priority over applicants who have had a previous sabbatical leave.

3. The screening committee shall review all applications and submit a list of recommended applicants in priority order to the Superintendent or Designee. The priority ranking of applicants shall be based primarily on the benefits that will accrue to the pupils and the district by the granting of the leave. If the Superintendent or Designee determines that two (2) proposals promise to be of equal benefit to the District, the employee with the longest service in the District will be given priority. Applicants who have not had a sabbatical leave in the District will be given priority over applicants who have had a previous sabbatical leave.
4. By April 1, the Superintendent or will submit a list of recommended nominees the Board of Education for action.

Section D - Requirements

Sabbatical leave for full time study and/or approved travel may be granted for not less than one(1) semester nor more than two (2) consecutive full semesters in the same school year. The employee's program of activity during the leave shall be one or a combination the following:

1. Professional Study or Research

Persons who are on sabbatical leave for the purpose of advanced study leading to an advanced degree will undertake a work load considered normal for successful candidacy. Normal shall be considered not less than twelve (12) semester unit or the equivalent quarter units, of undergraduate courses, or nine (9) semester hours or the equivalent quarter units, of graduate work per semester or quarter. Such work shall be directly related to the improvement of the individual for service in the Culver City Unified School District. Persons undertaking work related to a degree program shall submit a statement indicating the purpose the course work in relation to the employment of the individual and how it improves the individual for services in the Culver City Unified School District. The course work undertaken shall be comparable in difficulty to the work undertaken for an advanced degree program.

2. Independent Study

Applicants for leave under this provision shall pursue a program of study research which can be directly related to the present or prospective service the employee to the District. The program shall be at least equivalent in effort and content to the required units for formal study leave. An adequate report of the independent study project must be approved by the Superintendent before return to duty.

3. Travel

Applicants for leave under this provision shall submit a detailed statement of the proposed itinerary. Travel must be directly related to the school work of the employee. The statement shall include: specific areas to be visited and studied together with approximate periods of time involved at various places of interest; educational values to be derived from main areas to be visited; statement in specific terms of how proposed travel will insure to the benefit of pupils and the school district. The period of time involved in travel shall be for not less than four (4) full calendar months per semester of leave.

Section E - Compensation

1. Salary for certificated personnel on sabbatical leave shall be at the following rate:
 - a. One (1) full year or two (2) consecutive semesters of leave shall be

compensated for at one-half (1/2) the annual rate.

- b. One (1) semester of leave shall be compensated for at one-fourth (1/4) the annual rate.
- c. The rate shall be determined by placement on the current certificated base salary schedule plus longevity, and would be the same as the employee would have received had the employee remained in the regular position.
- d. The compensation shall be paid the employee while on sabbatical leave of absence in the same manner as if the employee were working in the District, upon furnishing by the employee of a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two (2) years of service in the Culver City Unified School District after return from a one (1) year leave of absence, or one (1) year of service for a one (1) semester leave of absence. The bond shall be for the required period of service in the event of death or physical disability of the employee.

Section F - Liability

The Culver City Board of Education and the District shall not be held liable for the payment of any compensation or damages arising from the death or injury of any employee while on leave of absence.

Section G - Retirement

Time on leave shall count toward retirement, and the retirement annuity contribution shall be deducted from the employee's salary.

Section H - Return to Service

1. The employee shall, within sixty (60) days following return to active service submit a comprehensive report to the Superintendent certifying the successful fulfillment of the terms and conditions under which the leave was granted. The comprehensive report shall include:
 - a. Official transcripts of all completed course work
 - b. Complete travel itinerary
 - c. Statement of how the sabbatical leave results will be beneficial students, staff and/or District.
 - d. Complete file of all pertinent materials either developed or collected during the leave and a recommendation for use within the District
 - e. Employees will be required to fulfill a contract of at least two (2) years service to the District upon receipt of the appropriate credential

for which the sabbatical was approved.

2. Failure to satisfactorily provide the report shall constitute a failure of leave conditions and shall result in a forfeit of all leave compensation.
3. An employee returning to the District from a Sabbatical Leave shall be placed in a comparable position at the elementary level, middle school, or senior high school level to which the employee was assigned prior to the leave, providing such a position still exists. Position is intended to mean regular classroom teacher, special education teacher, special program teacher, or support personnel in their areas of specialization. A person on leave will receive the same consideration for assignment that person would have received if not on leave.

ARTICLE 21 - MILITARY LEAVE

Section A - Purpose

Every person employed by a school district as a probationary or permanent employee in a position requiring certificated qualifications who enters the active military service of the United States of America or of the State of California, including service in any uniformed auxiliary of, or to, any branch of such military service, created or authorized as such auxiliary by the Congress of the United States of America or by the Legislature of the State of California, or in the service of the United States Merchant Marine, or in any full time paid service of the American Red Cross during any period of national emergency declared by the President of the United States of America or during any war in which the United States America is engaged, shall be entitled to be absent from duties as an employee of the district.

Section B - Length of Service

1. Temporary Leave: An employee who is a member of the reserve corps of the armed forces of the United States National Guard, or of the Naval Military, shall be entitled to a temporary military leave of absence not to exceed one hundred eighty (180) calendar days, while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity.
2. Indefinite Leave: A military leave shall be granted for the period of ordered service plus six (6) months after the employee honorably leaves military service or is released to inactive duty.

Section C - Compensation

An employee employed by the District for one (1) calendar year shall receive full usual

pay for the first thirty (30) days of such military service.

Section D - Status - Benefits

1. In the case of a probationary employee, the period of such absence shall not be counted as part of the service required as a condition precedent to the attainment of a permanent status.
2. The time spent on military leave counts toward salary step advancement within the limits of the Salary Schedule procedures of this Agreement.
3. Such absence shall not be construed as a break in the continuity of the service of such employee for any purpose (Education Code Section 44800).

Section E - Procedures

1. A written request for military leave, with a copy of the orders attached, shall be submitted to the Human Resources Office as soon as the orders are received.
2. The leave shall terminate, and the right to return to District service shall not apply, if the employee voluntarily requests an extension of the original term of enlistment, service, or tour of duty.

ARTICLE 22 - UNION BUSINESS LEAVE

Section A

The president or designee of the Federation shall be provided, upon request, up to twenty (20) working days, ten (10) of which will be paid by the District during the school year to attend to Federation business. CCFT will reimburse the District for 50% of the cost for the Union President's union business release time.
[June 10, 2013 MOU]

Section B

Request for specific days must be submitted in writing to the immediate supervisor least five (5) days in advance of the absence. Approval or denial will be given in writing to the president or designee.

Section C

The requested leave shall be granted unless it would seriously disrupt the operation of the school, or if a suitable substitute could not be obtained.

Section D

No more than three (3) days of leave shall be granted in any one (1) school month.

Section E

The cost to the District for these ten (10) paid days of leave shall not exceed the president's or designee's daily rate of pay plus the cost of the substitute teacher. All other costs incurred by the District for granting leave in Section A shall be reimbursed to the District by the Federation.

Section F

A leave of absence at no cost to the District may be granted to a representative of the Federation for a period of up to one (1) complete school year. Such leave of absence may be for any part of a school year as mutually agreed upon between the District and the Federation. This leave of absence shall be granted provided the District receives timely notification (at least 30 days prior to the taking of the leave).

ARTICLE 23 - EARLY RETIREMENT/REDUCED WORKLOAD

Section A - Purpose

To permit certificated employees of the Culver City Unified School District to reduce their work load from full-time to part-time and have their retirement benefits based on full-time employment.

Section B - Requirements

To qualify for this program, the employee shall have the following prerequisites:

1. The employee must have reached the age of fifty-five (55) prior to reduction in workload.
2. The employee must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment in the District.
3. The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.
4. The employee shall be paid a salary which is the pro-rata share of the full-time salary the employee would be earning had the employee not elected part-time employment.
5. While on Early Retirement/Reduced Workload, the employee and the District agree to make full contributions to the State Teachers Retirement System which would be equivalent to the amount to be paid had the employee not elected

part-time employment.

6. The District agrees to pay the full share of the cost of the premiums authorized to other employees for health and welfare benefits as if the employee were full-time. Early retirees must comply with all rules and regulations by the various insurance carriers.
7. Minimum part-time employment shall be the equivalent to one-half (2) of the number of days of service required by the employee's contract of employment during the final year of service in a full-time position.
8. This option is limited in pre-kindergarten through grade twelve 12 to certificated employees who do not hold positions with salaries above that of a school principal.
9. The District will offer an early retirement incentive of \$20,000 during the 2015/2016 to those retirees who meet the district established criteria.
[June 4, 2015 MOU]

Section C - Procedure

1. Agreement of contract for reduced service shall be executed by the employee and the employer, in writing, prior to July 1 of the school year in which such reduced service commences.
2. The period of time within which the part-time employment must be completed, whether consecutive or not, shall not exceed ten (10) years and no employee shall participate after attaining the age of seventy (70). Part-time employment which is non-consecutive is subject to mutual agreement between the District and employee. Any employee in the program who reached age seventy (70) during the school year may continue the reduced service for the balance for that year.
3. No more than ten percent (10%) of the District's staff shall participate in the program during any one (1) school year or school term. The District reserves the right to deny granting part-time service to any employee if doing so would create very unusual and difficult staffing problems. A denial, however, shall be only temporary and the employee may reapply for the program and make the effective date for the following school year. Written reasons for the denial will be furnished upon request. Such denial shall not be subject to the grievance procedure.

ARTICLE 24 - EARLY RETIREMENT/CONSULTIVE

Section A - Definition

The Culver City Unified School District Early Retirement Program provides that a unit member may retire early and, at the same time, enter into an agreement for independent

contract services with the District, in accordance with the Education Code.

Section B - Purpose

1. To provide early retirement incentives for certificated employees of the Culver City Unified School District.
2. To allow the District to benefit from the professional experience of retiring certificated employees.
3. To provide financial benefits for the District and for the retiree.
4. To provide employment opportunities for persons seeking entrance into the teaching profession.

Section C - Requirements

To qualify for this program, the employee shall have the following prerequisites:

1. The employee must have reached the age of fifty-five (55), but must be less than seventy (70).
2. The employee must have been employed full time in a position requiring certification in the Culver City Unified School District for at least ten (10) years.
3. The employee must fully retire under the State Teachers Retirement System.
4. The employee must be on the maximum step of Class II, III, IV, or V of the basic salary schedule.

Section D - Provisions

1. Under normal circumstances, the contractual period will be the number of years requested by the bargaining unit member. However, the contractual period shall not exceed five (5) years, but in no case shall it extend beyond the year in which the employee reaches age seventy (70).
2. The number of days worked per year of the contract period shall be no less than twenty (20) or more than forty (40) working days. The specific days to work shall be mutually agreed to. In the instance of an employee retiring who is on Class II, the number of days worked shall be no less or more than twenty (20).
3. The Board of Education must approve all applications for early retirement and its decision to approve or deny any application shall be final and not subject the grievance procedures of this contract.
4. Once approved, a contract can be altered or changed only by mutual agreement of the parties, except that the district may terminate a contract if the independent contractor fails to satisfactorily perform the services specified in the contract.
5. The rate of pay for independent contracts under this Article shall be the daily

rate of pay for the employee's placement on the salary schedule at the time of retirement, including longevity increments, if applicable.

6. The contract service shall be designed to meet the needs of the District. The services may include but are not limited to:
 - a. Curriculum writing
 - b. Planning and conducting in-service sessions
 - c. Evaluation of instructional materials and textbooks
 - d. Library assignments
 - e. Development of instructional materials
 - f. Planning of school-sponsored extra-curricular activities
 - g. Providing demonstration lessons and assisting classroom teachers in developing curriculum and class management systems and techniques
 - h. Reviewing and updating district policies

Section E - Procedures

1. An employee desiring to apply for early retirement under this Article must first:
Submit his proposal to the site principal, or the management person who will be supervising his contractual work, no later than March 15.
 - a. The proposal should be designed to utilize the background, training, and expertise of the independent contractor and the needs of the District.
 - b. The site supervisor, or management person who will be supervising the applicant, and the applicant will review the proposal; and the applicant will have an opportunity to revise or amend the project.
2. If mutual agreement is reached by the site principal, or the management person who will be supervising the work, and the applicant, the proposal will be submitted to the Board of Education, through the Superintendent, for approval, no later than April 10.
3. If mutual agreement is not reached at this level, then the employee may appeal to the Superintendent and the Superintendent will forward it to the Board of Education with a recommendation for either approval or denial no later than April 15.
4. The Board's decision to approve or deny the request shall be final and not subject to the grievance procedure.
5. Upon approval by the Board of Education, a written agreement shall be prepared by the Assistant Superintendent- Human Resources, calling for services as an

independent contractor.

6. The written agreements shall be offered to all approved applicants by the Assistant Superintendent – Human Resources by May 10.
7. Each approved applicant shall return the signed agreement, together with a letter of resignation to be effective June 30, by May 15.
8. When the District becomes aware of a need for a specific type of contract service, it will advertise this need to the employees in the District.

ARTICLE 25 - HOURS OF WORK

Section A

1. All full-time teachers must report in and be available for work at least ten (10) minutes before the normal pupil day and remain at least ten (10) minutes after the normal pupil day, and until their professional duties or responsibilities are completed as provided for in Section E of this article.
2. Regular full-time unit members serving in secondary classroom teaching assignments shall be assigned five (5) periods with students and one (1) preparation period. Teachers who are required to substitute for another teacher during their preparation period will be compensated at a rate of \$35.00 for the preparation period or \$63.00 for a block period at the middle school.
3. Scheduling at Culver Park High School, Independent Study School, Community Day School, and Middle School Opportunity Program may be made by the principal as long as the total minutes taught do not exceed that amount of time taught by other secondary teachers.
4. All other full-time employees will report in at least ten (10) minutes before the opening of school and will remain at least ten (10) minutes after the normal pupil day, and until their professional duties or responsibilities are completed.
5. Elementary Special Day Class teachers will be allowed 7 school business days to prepare for IEP's, sst, testing, and parent conferences. These school business days will be taken at the school site. [June 10, 2013MOU]

Section B

Employees assigned less than full time are subject to the provisions of this Article, with the exception that the hours required in this Section shall be prorated in the ratio that the part-time assignment bears to a full-time assignment.

Section C

The required minimum hours specified in Section A shall be structured and directed by the immediate supervisor.

Section D

The site administrator shall have the authority to authorize employees to deviate from the hours specified in Section A in case of an unforeseeable circumstance/emergency.

Section E

1. All employees will be expected to perform duties which may or may not occur within the minimum hours specified in Section A of this Article. Such duties include, but are not limited to planning and selecting and preparing materials for instruction; participating in curriculum development; receiving and evaluating work of pupils; conferring and counseling with pupils, parents, staff, and administrators; providing and supervising necessary weekly make-up periods; keeping records; supervising and providing leadership of pupil organizations; participating in and attending parent, community, Back -to-School Night and Open House activities; supervising teacher aides as assigned; attending staff, departmental, and grade level meetings; participating in approved staff development programs; and service on committees providing advice and service to the District.

a. Extra duty assignments shall be identified by the site administrator at each school site in consultation with the school leadership team and offered to unit members on a voluntary basis.

b. Teacher will effectively communicate with parents regarding their child's performance on a regular and timely basis.
[December 5, 2013 MOU]

- Parent Portal
- Phone
- Email
- Web page
- Other

2. Employees will be given a day's advance notice of any meeting or conference that can be reasonably planned in advance.

3. Adult School staff meetings will be scheduled during working hours whenever possible.

4. Continued attendance by unit members at a meeting after 4:30p.m., or at a meeting which exceeds two (2) hours in length shall be voluntary.

5. Sites will have professional learning community meetings (PLC) three out of four Wednesdays each month with an additional two hours of meeting time per month to address faculty and staff business as determined by the site leadership team. [June 4, 2015 MOU]

Section F

All employees shall personally record on a District sign-in roster, located in the office of the assigned school or location, on a daily basis, that: 1) the employee is available for the start of the assigned day by initialing in the appropriate space for the day; and 2) the employee has completed the assigned day by initialing in the appropriate space at the conclusion of the required day.

Assigned days of work for all full-time employees shall not be less than 184 days of which 180 shall be instructional. New K-12 employees shall work one additional non-student day. If State funding is terminated, one staff development day is terminated, the work year shall be reduced by one non-student day and the salary schedule adjusted accordingly.

Any certificated employee who works additional days authorized by the District Superintendent or his/her designee as provided for in this Section shall be compensated for those extra days.

Certificated teachers, who are working in the capacity of Teacher on Special Assignment/Instructional Specialist, will work on a 212 day schedule and have a salary schedule that reflects the additional 28 days of work. [June 13, 2014 MOU]

Section G

Back to School Night and Open House shall be scheduled on minimum days. Each elementary school shall have ten (10) additional minimum days per year for parent teacher conferences, or purposes determined by the principal and staff.

Section H - Lunch Periods

The lunch period for elementary teachers shall be not less than forty (40) minutes except on rainy days. Elementary teachers will not be required to supervise pupils during their lunch period, except in cases of emergency. On rainy days, teachers shall have no less than thirty (30) uninterrupted minutes of lunch, as provided by the California Administrative Code, Title 5, Section 5600.

Section I - Sick Leave Balance

Sick leave balance shall be communicated to unit members in an annual sick leave balance statement which shall be provided to the unit member at the beginning of each school year.

ARTICLE 26 - CLASS SIZE

The Special Education Department which includes Resource Specialists, special Day Class teachers and Speech Pathologists will have the following protocol to address caseload:

RSP teacher:

Statement of caseload amount (26-27 cases) to Special Education Director and Site Administrator

Meeting within 7-10 school days will be scheduled with teacher to examine caseload with the teacher.

Caseloads at 28 will call for immediate solutions to be implemented prior to receiving any one additional case.

Speech:

Statement of caseload amount to Special Education Director and site Administrator

Meeting with Speech team within 7-10 school days to examine caseload, solutions to be implemented before the average caseload is over Education Code guidelines.

[May 22, 2012 MOU]:

Section A

It is recognized that staffing ratios and class size restrictions, while used for planning purposes, may not be achieved due to funding limitations, difficulties in obtaining sufficient staff, including both regular and temporary personnel, lack of available classrooms, or statutory or legislative changes. The principal, subject to the approval of the Superintendent, shall have final authority in establishing class sizes and in the placement of a student in any class. The principal shall make every effort to apportion class sizes, class assignments, and students equitably. If the District does not utilize the provisions of Education Code Sections 44949 and 44955, it shall make every effort to maintain class sizes according to the following guidelines.

Section B

Grades K-3 shall be staffed according to the requirements of the Class Size Reduction laws as long as funding exists. Grades 4-5 shall be staffed at an approximate district- wide ratio of 28:1. Reasonable efforts shall be made to rotate equitably the assignment of teachers to combination classes in order to accommodate school site enrollments.

Section C

1. Elementary teachers who receive students due to the unavailability of substitutes shall be compensated at ~~\$35.00~~ \$63.00 per occurrence effective on the first of the month following ratification by both parties. [June 4, 2015 MOU] If an elementary school site exceeds 30 to 1 average in grades 4 and 5 for a period of ten (10) consecutive working days, aide time will be allocated to that school site as follows:

1 - 2 classes of grades 4 and 5

1 hour

3 - 4 classes of grades 4 and 5	2 hours
5 - 6 classes of grades 4 and 5	3 hours
7- 8 classes of grades 4 and 5	4 hours

If aide time is allocated and the school site average in grades 4 and 5 decreases below 30 to 1 for a period of ten (10) consecutive working days, the aide time may then be

withdrawn. Elementary teachers who receive students due to the unavailability of substitutes shall be compensated at \$35.00 per occurrence. The distribution of students will be at the discretion of the principal, but will not exceed eight (8) students per teacher.

Section D

At the Middle School and the High School, an overall staffing ratio of 26 to 1, with average class size of 31, will be maintained in the English, social studies, mathematics, science or foreign language departments. The District agrees to continue the practice that the determination of average class size within a department will be made by the principal after considering the recommendation of teachers within the department. The average class size within these departments may reach 33 where necessary.

If the average class size exceeds 33 for a period of six (6) weeks at the beginning each semester, the District will take one of the following actions to alleviate the overcrowding

- a. Additional sections to alleviate overcrowding.
- b. Aide time allocated at a rate of one (1) hour per day for each class exceeding 33 students in the department. The aide time may be withdrawn if the average class size of the department decreases to 33 students.

ARTICLE 27 - ELEMENTARY PREPARATION TIME

Section A

The District shall provide an average of 150 minutes of Preparation time per week to each full-time classroom teacher of grades 1-5, K-1 combinations and full day kindergarten classes. The weekly amount may range from 120 to 180 minutes.

Section B

Preparation time shall normally be provided by physical education teachers. A physical education teacher shall be assigned to each school, and shall be entitled to a fifteen minute break each morning.

Section C

Each teacher with more than sixty (60) students in a P.E. class period shall be assisted by 2 instructional aides. The District shall make every effort to maintain a substitute pool of aides trained in the curriculum. P.E. teachers with small full-day kindergarten classes will not be assisted with P.E. aides.

Section D

Substitute teachers will be provided on minimum days (Wednesdays and Parent - Teacher Conference periods) to ensure that physical education teachers receive a break and/or preparation time during school hours.

Section E

There is a commitment by CCFT and CCUSD to establish a subcommittee by October 1, 2015, to collaboratively analyze evidence of students or staff needs that are not being met due to time and schedule limitations [June 4, 2015 MOU].

ARTICLE 28 - SHARED TIME ASSIGNMENTS

Section A

Two permanent employees shall have the right to file written requests for fractional leaves for the purpose of sharing one full-time assignment for a period not to exceed one school year. A temporary teacher will be hired to fill the position created by the sum of the leaves.

1. At the elementary level, the fractional leaves may be granted for one-half (1/2) time. At the secondary level, the fractional leaves may be granted in units of one-fifth (1/5) time. The sum of the two leaves should be five-fifths (5/5), or the equivalent of one (1) full-time assignment.
2. The employees' request for a shared assignment shall be filed with the Assistant Superintendent- Human Resources, no later than June 1 for the following school year, or no later than November 1 for the spring semester only. This request shall enumerate the additional benefits that will accrue to the children involved as a result of the shared assignment.
3. The employees will equally or proportionally divide the required student contact time.
4. Both employees will attend faculty meetings and fulfill those other duties and responsibilities required of regular full-time teachers.
5. Either the employees or Assistant Superintendent – Human Resources may request a meeting to discuss the merits and/or details of the request.
6. The decision of the Assistant Superintendent- Human Resources shall be rendered in writing within ten (10) days after receiving the request or after the

meeting, whichever is later. The decision rendered by the Assistant Superintendent-Human Resources shall not be subject to the grievance procedure.

7. Any employee returning to full-time service from a shared assignment shall be placed in a comparable position at the elementary level, middle school, or high school level to which the employee was assigned prior to the leave, if such a position still exists. Position is intended to mean regular classroom teacher, special education teacher, special program teacher or support personnel in their areas of specialties. A person on leave will receive the same consideration for assignment that the person would have received if not on leave.

ARTICLE 29 - EVALUATION

Section A

The District retains sole responsibility for the evaluation and assessment of each unit member, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievance shall be limited to a claim that the following procedures have been violated.

Section B - Definitions

“Evaluator” - confers with evaluatee in establishing goals and objectives. The evaluator assists the evaluatee whenever necessary and confers with the evaluatee in assessing the accomplishments of goals and objectives.

“Mediator” - should an impasse develop in the goal-setting process, a mediator mutually acceptable to both the evaluatee and evaluator will be called upon to resolve all differences. This should be a certificated person from within the District.

Section C - Employees to be Evaluated

1. Evaluation of unit members shall occur as follows:
 - a. Probationary employees shall be evaluated at least once every year.
 - b. Permanent employees shall be evaluated at least once every other year.

When a permanent certificated employee has received an overall unsatisfactory evaluation, the District shall annually evaluate the

employee until the employee achieves a satisfactory evaluation or is separated from the District.

- c. In lieu of 1.b. above, permanent employees may be evaluated at least once every five (5) years at the discretion of the site administrator, with the consent of the unit member. To qualify for this five-year evaluation period, employees must have been employed in the District for at least ten (10) years, have permanent status, be highly qualified as defined in 20 U.S.C. Section 7801, and have received a previous evaluation rating which meets or exceeds standards. [Unit members will be eligible for this provision beginning the 2005-06 school year.]

The unit member or evaluator may withdraw consent at any time. The counting of the five-year period will begin the year following the date of the unit member's last evaluation in which the unit member has met the above criteria. In no case shall a unit member's evaluation period exceed five years.

2. Employees to be evaluated under Section 44660-44665 of the Education Code will be so notified by their immediate supervisor during the first school month of the school year. Unit members may request in writing a meeting with their principal or designee to discuss the evaluation process.

1. At the secondary and middle school level, any employee who is scheduled to be evaluated by an assistant principal may request that another assistant principal be assigned as evaluator, provided the following conditions are met:

- a. That the employee has been evaluated by the assigned at least once previously.
- b. That the request is made in writing to the site principal within ten (10) days after the date the employee is informed who the evaluator shall be. The request shall delineate the rationale for requesting an alternate evaluator.
- c. If the request is denied, the site principal shall respond in writing within ten (10) days after the request is received. The response shall delineate the rationale for the denial.
- d. The decision of the site principal shall be final and not subject to the grievance procedure.

Section D - General Procedures

1. Prior to the initial goal-setting conference, both the evaluatee and the evaluator shall review A District Guide for Performance Appraisal@ using the sections on District philosophy, goals, role expectations, and job descriptions

as a basis for assessing needs.

2. The initial goal-setting conference shall be held during the first six (6) weeks of the school year. At this time, the evaluator and the evaluatee shall mutually set goals for the ensuing year.
3. In the event of disagreement over the goals, the unit member and the evaluator shall:
 - a. Make a good faith effort to resolve the differences themselves.
 - b. If disagreement persists, the parties may invite the Amediator@ to assist in resolving the differences. The mediator shall recommend alternatives for consideration.
 - c. If either the unit member or the evaluator rejects the proposed alternatives, each may have the opportunity to state their position on the goals in dispute and to have a written statement attached to the evaluation form.
3. The goals and objectives shall be reduced to writing on District-approved forms which will also indicate the proposed goals, objectives, delivery systems, target dates, and evaluatee and evaluator comments. In the event no agreement is reached, the supervisor shall prepare the goals and objectives.
4. Monitoring and data gathering for progress toward goals and objectives is to be done by both evaluatee and the evaluator.
5. An interim conference may be held to assess progress or to reset goals or objectives.
6. A copy of the final written evaluation shall be transmitted to the unit member (evaluatee) no later than thirty (30) calendar days before the last school day scheduled on the school calendar.
4. A meeting between the evaluatee and the evaluator shall be held to discuss the evaluation. This meeting shall be scheduled before the last school day of the school year.

Section E - Evaluation Procedures

1. Gathering Data
 - a. Data to facilitate the evaluation of a bargaining unit member=s stated goals and objectives shall be secured through a number of procedures including classroom observations, conferences, personal observations, and other appropriate procedures stated on the performance appraisal form.

- b. The observation report and the evaluation shall have a factual basis, meaning that each employee shall be observed and/or evaluated without prejudice or harassment of either a personal or professional nature.

2. Standards of Classroom Observation

- a. The appraiser shall conduct no less than two (2) announced - in - advance classroom observations of no less than twenty (20) minutes. The announced observations shall be followed by a conference to review the results of the observation. The conference shall be held within a reasonable time after the observation takes place. The evaluator shall conduct as many unannounced observations as the evaluator deems necessary. These unannounced observations shall be followed by a conference to review the results of these observations.
- b. Unannounced observations should be of sufficient duration and quality to provide the evaluator with sufficient data to make a contribution to the evaluation.
- c. A written record of the observation(s) and follow-up conference(s) together with commendations and/or recommendations shall be made on the proper District form.
- d. The evaluatee shall be given a copy of the evaluation report within a reasonable time after the conference, dated and signed by the evaluator and the evaluatee.

3. Evaluator

- a. The evaluation of a bargaining unit member shall be carried out by one evaluator.
- b. Other evaluators may be assigned to assist in a bargaining unit member=s evaluation at the request of either the evaluator or the evaluatee if a serious problem arises.
- c. Only certificated administrators shall evaluate any other employee.
- d. No bargaining unit members shall evaluate any of the bargaining unit members

4. Final Evaluation

- a. The final evaluation shall be based on dated observation reports and conferences. These reports shall be referenced on the evaluation form and shall be available to document any deficiencies or weaknesses cited on the evaluation report.

- b. No **Unsatisfactory** assessment of performance shall be made which has not first been formally called to the evaluatee's attention in a written observation report in a conference with the evaluatee. Assessments of **Needs Improvement**, when appropriate, shall be called to the evaluatee's attention.
 - c. Reasonable time shall be allowed from the date of the written observation and conference where the deficiency is first noted to allow for improvement before the final evaluation.
 - d. Factors, either positive or negative, that affected the achievement for the stated objectives shall be written on the final evaluation form.
5. Remedial Action Plan
- a. If "Unsatisfactory" performance is cited on the final evaluation, the evaluator shall develop a written remedial action plan for the purpose of assisting the employee to improve.
 - b. The remedial action plan shall include:
 - (1) A clear and specific explanation of the problem
 - (2) Specific suggestions for improvement
 - (3) Resources to be utilized that will assist in bring about improvement
 - (4) The evaluator's role in assisting the evaluatee
 - (5) A statement of a reasonable time period that the evaluatee is expected to demonstrate satisfactory improvement
1. Observation of Employees Outside of Formal Evaluation Process
- a. The administrators of the District have the right to visit classrooms and/or observe teachers outside of the formal evaluation process. Informal visits to each classroom by administrators are encouraged and expected.
 - b. Where a serious problem arises, a remedial action plan may be developed, subject to the same procedures listed in Section 5 above.
7. Filing of Evaluation Material
- i. Final evaluation reports shall be retained in the Office of Human Resources as confidential material in the employee's personnel file. A copy of the final evaluation report shall also be retained by the evaluator and the evaluatee.
 - ii. Observation reports, written communications, remedial action plans, and other material directly related to the evaluation process shall be retained by the evaluator at the school site.

- iii. When the final evaluation process is completed, all written material related to the evaluation must be attached to the evaluation document if the material has been used in the evaluation process. If the material has not been used or attached, it shall be destroyed.
- iv. The evaluatee shall have the right to receive a copy and to attach a written response to any communication, observation report, or final evaluation form included in either the evaluation process or personnel file. Such written response will remain permanently attached to the material in either file.

ARTICLE 30 - SAFETY

Section A

To ensure a safe work environment, unit members who feel they are being required to work under unsafe conditions or perform tasks which endanger their health and/or safety shall report such conditions to the site administrator. The site administrator shall take appropriate action as soon as feasible to correct any conditions determined to be unsafe, on a mutually agreed upon form.

Section B

It is also agreed that employees are responsible to cooperate with all aspects of the safety and health program, including compliance with all rules and regulations, and for continuously practicing safety while performing their duties.

Section C

Verified claims for destruction or damage to personal items of employees (such a glasses, dentures, and watches) in the line of duty may be reimbursed to the employee.

Section D

Verified claims for loss, destruction, or damage to personal equipment which the employee uses in District work will be reimbursed to the employee as allowed in Education Code Section 35213. The maximum amount of reimbursement to be paid by the District shall be \$500.

Section E

In making such claims, the employee must comply with the following procedures. It is not the intent of this Article to encourage employees to bring personal equipment to District work sites or District-sanctioned functions to use in the course of their employment, but rather to reimburse employees for damage or loss to personal equipment which was necessary to be brought to District work sites or District-sanctioned functions occasionally for a specific jobs subject to the following procedures:

1. An advance written request to bring and utilize personal equipment in the

course of their employment is completed. This may be accomplished by filling out the District form.

2. Advance written approval is obtained from the site administrator or designated administrator.
3. In making a claim for reimbursement for damage or loss for personal equipment, the employee warrants that a profit is not being made from such reimbursement claim when moneys from insurance or dispensation for casualty loss are included.

Section F

The District agrees to provide reimbursement for vandalism to a bargaining unit member's owned vehicle under the following conditions:

In order to be eligible for reimbursement, vandalism of a unit member's vehicle must be

1. reported to a management employee as soon as the unit member becomes aware of such vandalism and, whenever possible, before the vehicle is removed from the location where the vandalism occurred.
2. Vehicles owned by bargaining unit members shall be covered for reimbursement only to the extent of verified vandalism occurring when the vehicle is parked on District property and is damaged while the bargaining unit member is on duty.
3. Damage to a bargaining unit member's vehicle as a result of collision, theft of the vehicle or contents, and damage to the vehicle resulting from actual theft are specifically excluded from coverage.
4. Bargaining unit members agree that they will seek reimbursement from their own insurance company prior to submitting a claim to the District.
5. The District agrees to reimburse the employee for actual expenses incurred due to verified vandalism to an amount not to exceed \$500.00.
6. All claims for reimbursement submitted by bargaining unit members must be accompanied with paid receipts indicating actual amounts of claims and or deductible paid by the bargaining unit member.
7. When making a claim for reimbursement for loss due to verified vandalism, the employee warrants that a profit is not being made from such reimbursement claim when moneys from insurance dispensation are included.
8. Repairs and request for reimbursement for vandalism damage must be completed and submitted within six (6) months of the vandalism.

ARTICLE 31 - HEALTH AND WELFARE

Section A - Benefits for Current Employees

2. Dental Insurance

The District will provide a dental insurance plan for employee, spouse, and eligible dependents.

3. Life Insurance

For full-time employees, the District will pay the full cost of premiums for term life insurance for the employee only. Life insurance coverage for employees shall be in the amount of \$50,000, effective school year 1996-1997.

4. Vision Insurance

~~The District shall provide the Medical Eye Services plan for employees and eligible dependents.~~ **Effective January 1, 2014. VSP will be the vision coverage for all certificated (CCFT) employees and will be covered by the District.**
[\[June 10, 2013 MOU\]](#)

Section B - Eligibility

- a. All members of the bargaining unit, except adult education teachers specified in Article 37, Section J, Subsection 1, serving as regular monthly employees shall be eligible for the provisions of Section A with the District contribution to be prorated as follows, provided this proration is acceptable to the insurance carriers:

<u>DAILY ASSIGNMENT</u>	<u>PERCENT OF AMOUNT PAID BY DISTRICT</u>
5 tenths	50%
6 tenths	60%
7 tenths	70%
Full-time	100%

- b. Effective January 1, 2003, each employee who signs an affidavit of same-sex partnership shall be eligible to claim that partner as a dependent for purposes of this article.

Section C - Retired Employees

- 1. Unit members who retire from active service under the State Teachers' Retirement System (STRS) shall be entitled to receive the basic District retiree medical contribution of the annual amount that Cal PERS dictates toward the purchase of a retiree-only PERS medical benefit as long as the District continues to participate in the PERS Health Plan. In addition to the basic

medical contribution, the District shall annually contribute a supplemental amount of the retiree which may be used for additional coverage. The items available for additional coverage shall be at the sole discretion of the District. The District's contribution for additional coverage shall not exceed the same maximums as listed in Section A, Subsection 1.a, of this Article but only for single and single and one dependent coverage.

2. Dental Coverage

The District shall continue to pay the cost of dental coverage for eligible employees who retire from the District under the STRS.

3. Eligibility

In order to be eligible for the benefits listed in Section C, Subsections 1 and 2, employees who retire must meet at least one of the following criteria:

- a. The employee has served full time in Culver City for ten (10) consecutive years immediately prior to retirement.
- b. The employee has served in Culver City for ten (10) consecutive years immediately prior to retirement, at least three (3) of which were full time. The employee's total years of service when all full-time and part-time services are totaled must equal ten (10) years, e.g., 10 half-time years = 5 years + 5 full-time years = 10 years.

4. For regular employees who do not qualify under a and b above, the District will prorate the employee's eligibility in relationship to the average portion paid by the District over the immediately preceding five (5) years if the employee immediately preceding retirement meets one of the following criteria:

- a. The employee has served in Culver City for fifteen (15) years, the last ten (10) of which were consecutive, exclusive of District-approved leaves of absence.
- b. The employee worked full time for at least five (5) years in Culver City and one-half time or more for at least five (5) years.

5. In order to be eligible for the retiree benefits, the retiree must be fifty-five (55) years of age or older, or have completed thirty (30) years of service under STRS, and fully retire under the State Teachers Retirement System (STRS).

6. The retiree benefits listed in Section C of Article 31 will apply only to those employees who fully retire as defined by the retirement system until the employee reaches Medicare age, at which time this benefit shall cease.

Section D

Effective July 1, 2016, retirees between the ages of 55 to 65 are eligible for the same benefits listed in Section C, except the supplemental reimbursement for additional coverage shall be as follows [June 22, 2016 MOU]:

Single employee	Costs of medical cap at the effective date of retirement minus the base Cal PERS statutory contribution.
Single employee + one dependent	Costs of medical cap at the effective date of retirement minus the base CAL PERS statutory contribution.

Section E

1. All unit members who retired prior to March 1, 1991, will be eligible to receive the basic medical contribution of the annual amount that Cal PERS dictates a year to be used to purchase a PERS Health Plan upon reaching age sixty-five (65). The balance of the cost of the plan shall be paid by the retiree.
2. All unit members retiring from District service between March 1, 1991 and June 20, 1996 who reach age sixty-five (65) will receive a maximum supplemental reimbursement in the annual amount of \$1,687.01 minus the annual amount that Cal PERS dictates for supplemental items that the employee purchases from a District-approved supplemental list, as well as an additional maximum of \$1,000 for spousal coverage, if applicable. Unit members retiring after June 30, 1996 shall be entitled to a maximum supplemental reimbursement of \$2,000 minus the annual amount that Cal PERS dictates for employee and spouse reimbursement [December 3, 2015 MOU].
 - a. To be eligible for supplemental reimbursement, the retiree and spouse, if applicable, must be enrolled in Parts A and B of Medicare, must follow District procedures and must provide the District with evidence that an approved supplemental purchase was made, including Medi-Cal Part C coverage, was made. Such evidence may be provided by an official insurance card with current enrollment date or a statement from the insurer showing current payments. [December 3, 2015 MOU]
Such evidence may be provided by an official insurance card with current enrollment date or a statement from the insurer showing current payments. [December 3, 2015 MOU]
 - b. The retiree must have served in the Culver City Unified School District for ten (10) years immediately prior to retirement. Employees who were employed on a part-time basis during any of these ten (10) years shall have

their entitlements pro-rated. For example, an employee working 70% of full-time for the last ten (10) years of service at the District will qualify for 70% supplemental reimbursement.

- c. Other spouse eligibility and the amount of reimbursement shall be based on employee's service years of employment.

Section F - Compliance with the California Public Employees Retirement Act

It is agreed that all of the provisions of Article 31 are subject to the following: The Public Employees Retirement System will review these Sections of the Agreement to determine if the provisions in this Agreement are in compliance with AThe California Public Employees Retirement Law@ in regard to the PERS Health Plans and will notify the District in writing of their decision. If PERS determines that any portion of this Agreement is not in compliance with the laws covering the contribution of the District to retirees age 65 or older the entire provision of this Section of the Agreement will revert to the Health and Welfare agreement in effect prior to this Agreement, except that the District contributions for premiums for medical plans in Article 31, Section A, Subsection 1.a shall be increased by ten percent (10%).

Section G - Cash in Lieu of Medical Insurance

In lieu of medical insurance, the District shall provide cash payment of \$3,000 to eligible employees.

In order to be eligible for the cash payment, the employee must:

1. Be a certificated employee employed at least halftime (50%); amount shall be prorated.
2. Demonstrate to the satisfaction of the District that the employee has medical insurance coverage provided by a plan of the employee=s spouse or of the employee=s same sex domestic partner; and sign an affidavit of same-sex domestic partnership;
3. Provide evidence each year, no later than the annual enrollment period, that medical insurance coverage exists; and
4. Sign a hold-harmless agreement with the District releasing the District of liability for selecting no District medical insurance coverage.

Section H: Retired Employees Who Begin Employment on or after July 1, 2006

1. Unit members who retire from active service under STRS shall be entitled to the base PERS statutory contribution towards the purchase of an employee-

only PERS medical benefit as long as the District continues to participate in the PERS Health Plan. In addition to the basic PERS statutory contribution, the District shall annually contribute a supplemental amount, not to exceed, \$3,207.00 minus the base PERS statutory contribution for employee coverage only.

- a. Unit members may apply the above maximum annual contribution under Section H.1. above towards one dependent coverage provided the employee has served full time in Culver City for twenty (20) consecutive years immediately prior to retirement (See Section H.3.b. below).
2. Dental Coverage: The District shall pay the cost of employee only dental coverage for unit members who meet the eligibility requirements under Section H 1., 2., 3., and 4 herein.
3. Eligibility: In order to be eligible for the benefits listed in Section H.1. and 2. above, unit members who retire must meet the following criteria:
 - a. The unit member has served full time in Culver City for fifteen (15) consecutive years immediately prior to retirement exclusive of District approved leaves of absences.
 - a.1 Alternatively, the employee has served in Culver City for fifteen (15) consecutive years immediately prior to retirement, at least ten (10) of which were full time. The employee's total years of service when all full-time and part-time services are totaled must equal (15) years, e.g., 10 half-time years = 5 years + 10 full-time years = 15 years.
 - b. In order to apply the maximum annual contribution under Section H.1. above towards one dependent coverage, the unit member must have served full time in Culver City for twenty (20) consecutive years immediately prior to retirement, exclusive of District approved leaves of absence.
 - b.1. Alternatively, the employee has served in Culver City for twenty (20) consecutive years immediately prior to retirement, at least fifteen (15) of which were full time. The employee's total years of service when all full-time and part-time services are totaled must equal twenty years, e.g., 10 half-time years = 5 years + 15 full-time years = 20 years.
 - c. In order to be eligible for the retiree benefits, the retiree must be fifty-five (55) years of age or older, and fully retire under the State Teachers Retirement System (STRS).

4. Duration: The benefits under H. Section 1. And 2. above shall cease when the employee reaches age sixty-five (65).

Employees who reach age sixty-five (65) and qualify for retirement benefits under H.1.2. and 3. above shall be eligible to receive the base PERS statutory contribution for employee coverage only, to be used to purchase a PERS Health Plan, as long as the District continues to participate in the PERS retirement plan. The balance of the cost of the plan shall be paid by the retiree. In addition to the basic PERS statutory contribution, the District shall annually contribute supplemental amount, not to exceed \$2,000.00 minus the base PERS statutory contribution for employee coverage only. To be eligible for this supplemental reimbursement the retiree must be enrolled in Parts A and B of Medicare and must follow District enrollment and notice procedures as noted above in Section E2.a. [December 3, 2015 MOU]

ARTICLE 32 - WAGES

Section A

The Culver City Federation of Teachers employee salary schedule will reflect a 6.0% salary increase effective July 1, 2016. There will be a 3.0% increase to the same salary schedule effective July 1, 2017.

Prior to the 2017/2018 school year, CCUSD and CCFT will address any fiscal changes that maybe warranted based on the status of the state's economy which therefore might affect th financial status of the school district prior to the 2017/2018 school year.

K-12 Longevity Correction:

The correction reflects the application of the full 2.5% increase (2013/2014) and the full 3.0% increase (2014/202015) to the longevity increment. The longevity correction (per attached spreadsheet) will become effective January 1, 2015 [December 16, 2014 MOU]

This agreement eliminates the K-12 longevity distrinction and all subsequent increases shall be applied across the board Steps 1-23.

Stipends and Block Grants [June 22, 2016 MOU]

The negotiated 6% certificated salary increase for the 2016/2017 school year will be applied to the Athletic stipend block grant, the elementary school site extra assignment block grant, the Administrative Designee stipend and the extra assignment rate.

The district will add an additional step to the Office of Child Development (Class III, Year 18) and Adult School Teacher Salary Schedule (Step 4).

Master's Degree

CTE teachers and Adult School Teachers will receive an additional stipend of \$100.00 per month for an earned Master's Degree. The \$100.00 stipend amount will be prorated based on assignment [June 22, 2016 MOU].

The District and the Federation agree to the following:

1. Replace Class 3 longevity step, with Class 3, Step 11 which is an increase of 3.5% from Step 10, effective September 1, 2007. (See Appendix B-1)
2. Increase the current certificated salary schedule by 1.0% effective September 1, 2007. (including August workdays). (See Appendix B-1)

Section B

For a certificated employee to receive credit for placement and or advancement on the salary schedule, all educational course work to which reference is made in subsequent sections of this schedule must have been taken in an institution of higher learning with accreditation recognized in the United States.

Section C - Initial Placement

1. Out - of - District Experience
 - a. All certificated employees new to the District, effective September 1, 1990, shall be granted year-for-year credit for out-of district experience in a public school, provided that they have been certificated for that period of time as a public school teacher and that the employee was on duty in the assignment for seventy-five percent (75%) of the days other teachers of the District were required to be on duty.
 - b. Certificated employees new to the District who have served on a day-to-day or long term substitute basis for at least seventy-five percent (75%) of the days that teachers are normally on duty in the District shall be granted year-for-year credit for such an assignment. Such provisions will not apply to certificated personnel currently employed full time in the Culver City Unified School District.
 - c. Certificated employees with intern credentials may not be placed above Step 4 on the salary schedule.
 - d. All certificated employees new to the District, effective September 1, 1990, who have taught in a recognized or accredited private or

parochial school shall be granted year-for-year credit, provided that the employee was qualified to receive or held a valid teaching credential at the time of teaching in the private or parochial school. Such employee will be given year-for-year experience provided the total days worked in a full-time status equals at least seventy-five percent (75%) of the days that teachers are normally on duty in the Culver City Unified School District.

- e. Any exceptions involving initial placement of the employee on the salary schedule which may be in the best interest of the educational program shall be approved in advance by the Superintendent or designee. Such decision will be final and not subject to the grievance procedure.

2. Industrial Arts

- a. Experience credit for recent and pertinent work experience in industry directly related to the proposed teaching assignment may be granted as equivalent to full-time teaching experience up to a maximum of six (6) years for new employees to be assigned in the area of industrial arts education.
- b. One (1) year of experience may be granted for related accredited apprenticeship experience. Five (5) additional years of experience may be recognized for related work experience or related accredited journeyman experience provided that the experience has been during the preceding five (5) years and if that experience is directly related to the anticipated teaching assignment.
- c. The maximum of six (6) years of credit for such experience shall be granted to those new employees in the area of industrial arts education who have a Bachelor's Degree only and who are entering the employment of the Culver City Unified School District on Classes I, II, III, or IV of the current salary schedule.

Section D - Experience Increment/Longevity

1. One (1) year of experience will be granted for a full-time teaching assignment provided the teacher actually teaches seventy-five percent (75%) of the days that teachers are normally on duty. This provision shall also apply to all full-time personnel covered by the Agreement.
2. In instances where a teacher is working less than full time, one (1) year of experience will be granted when the teacher has, in two or more consecutive school years, the equivalent of one (1) year of full-time teaching as defined in 1.

3. Career increments/longevity are granted at the beginning of a fiscal year only.
4. Career increments/longevity increments shall be given only to certificated employees who have served in the District for five (5) or more years. Full time permanent unit members who have served in the District and have remained at Class V, Step 11 for more than five (5) years shall be placed on the step reflecting their actual in-district credited years of service minus five (5) years effective September 1, 2006. There shall be no retroactive pay for unit members affected by this adjustment. The adjustment shall be effective September 1, 2006. Effective July 1, 2013, any new CCUSD certificated employee who is hired at Class V, Step 11 will move into longevity the following year of their employment. There shall be no retroactive pay for unit members affected by this adjustment. Any CCUSD certificated teacher who was hired prior to July 1, 2013 and is currently within the five year waiting period will be able to move into longevity August 1, 2013. [June 10, 2013 MOU]
5. Certificated employees employed during or prior to the 1973-74 school year are exempt from the 10 -year service requirement.
6. Certificated employees who have served one (1) year or more on Step 11 below Class IV and subsequently qualify for Class V, will be placed on Step 12, Class V, and thereafter receive \$750.00 for that year and each additional year of service.

Section E- Class Change

In order to qualify for placement in a higher class on the schedule, to be effective September 1, an employee must file a change of classification as prescribed by the Human Resources Office. The employee may complete the unit requirements for higher class in summer session as long as official verification of units is in the Human Resources Office by October 15. For a class change effective February 1, official verification of units must be in the Human Resources Office by March 1.

1. Maximum Credits Per Year
 - a. Twelve (12) semester units or eighteen (18) quarter units of college or university work, shall be the maximum allowance of credit in any one teaching year, September-June, for placement on the salary schedule (no exceptions to the maximum allowable units), except if a certificated unit member is enrolled in an accredited accelerated Master's program at a college or university.
 - b. There shall be no limit of units in summer session.

2. Upper Division Course Work

Upper division or graduate course work taken for credit toward class change need not receive prior approval. However, work taken must be related in a meaningful way to the present or anticipated assignments of each certificated employee. It is expected that each employee will exercise thoughtful judgment in enrolling in college or university coursework which will enhance performance in the present assignment and/or help prepare for a new assignment or advancement within the context of public school teaching or administration.

3. Lower Division Units

Certificated personnel, while employed by the Culver City Unified School District, may take lower division units and will be granted credit for a change of class placement under the following conditions:

- a. That written approval in advance by the principal or a central office administrator is obtained, verifying that the work is closely related to the present assignment.
- b. That of the eighteen (18) semester units or twenty-seven (27) quarter units required to move from any salary class to the next higher class, no more than nine (9) semester units or fourteen (14) quarter units may be lower division work taken subsequent to the placement in that present salary class.
- c. That all such lower division units are taken subsequent to employment in the Culver City Unified School District.

4. Continuing Education Units - Nurses

- a. Appropriate courses from accredited colleges and universities, including extension courses, will be accepted for credit for salary advancement. (Ten (10) C.E.U. contact hours equal one (1) quarter unit of credit.)
- b. All courses taken from non-public, certified BRN providers not connected with a college or university, will be considered lower division courses and accepted for credit at the rate of ten (10) contact hours equals one (1) quarter unit.
- c. Class changes are subject to the provisions of Article 33 - Wages, Section D, of the Agreement.

5. Salary Schedule Credit for In-service Training Activities

- a. Employees voluntarily attending a District-sponsored or approved workshop or conference outside of school hours may receive unit credit to be used for salary classification advancement.
- b. Such in-service activities under this section shall be defined as a workshop devoted to broadening or extending the employee's knowledge beyond that required to keep the employee current in his/her teaching or other assignment.
- c. The amount of hours of attendance at the in-service activity for one salary unit of credit shall be sixteen (16) hours.
- d. Not more than two (2) salary units of credit shall be acquired during the school year nor more than three (3) units during the summer recess.
- e. Attendance at an in-service workshop or conference for salary advancement must be approved in advance of such attendance by the Superintendent or his/her designee on the appropriate District form.
- f. Additional credit each year may be granted for leadership of District in-service activities.
- g. Salary placement credit shall not be permitted for in-service activities or attendance at conferences if the unit member has been paid by the District for participating or when the unit member receives reimbursement for expenses from the District.

Section F - Promotion

Whenever an employee is promoted to a position that has a minimum salary lower than his present salary, he shall be placed on the next step that would provide an increase in salary, prorated to the time of required service.

Section G - Pay Rates for Special Assignments

1. Salaries for non-administrative personnel with special assignments who serve more than the days established for a given school year, e.g. 184, shall be determined by dividing that employee's base salary as determined by placement on the base salary schedule by the number of working days established for classroom teachers (including optional days) and multiplying the daily rate by the number of days to be served in the special assignment.
2. In addition, those persons affected by such an extended time assignment and who are on Class V of the base salary schedule shall be entitled to appropriate credit for longevity and earned doctorate on an annual basis.

These two (2) additions are not to be used in calculating the daily rate described in Paragraph 1 of this section.

3. The work experience counselor is assigned for the number of days teachers are on duty in a given year plus fifteen (15) days.
4. Teacher department chairpersons at the Culver City High School and the Culver City Middle School will receive extra duty pay. Small departments may be combined with related departments into one department according to the judgment of the school administration. Department chairpersons will be nominated by the membership of each designated department subject to the approval of the school principal and the Board of Education. In the event the district does not approve the department's nomination, a reason for the disapproval will be provided.
5. The program specialist shall receive a \$900 annual stipend.
6. Unit members coaching two or more sports per school year shall be paid a stipend of \$1,000 at the conclusion of the second assignment.
7. Elementary teachers in Grade 4 and 5 will receive extra duty pay for parent conferences that exceed the hours beyond the regular work day. They will receive the current negotiated extra duty pay not to exceed a total of six (6) hours during the first trimester, and not to exceed a total of six (6) hours during the second trimester.

Section H- Class Qualifications

Personnel on the certificated base salary schedule having earned and been granted National Board Certification by the NEA and AFT will be granted an additional three thousand (\$3,000) per year prorated in monthly installments. The application fee will be reimbursed after the teacher has received National Board Certification.

Qualifications for those schedules having five (5) classifications shall be in semester units or quarter equivalents as follows:

1. Class 1
Bachelor's Degree, regular credential (certificated employees with intern credentials may not be placed on the salary schedule beyond Class 1, Step 4.)
2. Class II
Bachelor's Degree plus eighteen (18) semester units or twenty-seven (27) quarter units of upper division or graduate work.

Class III

Master's Degree, or Bachelor's Degree plus thirty-six (36) semester units or fifty-four (54) quarter units of upper division or graduate work.

3. Class IV

Bachelor's Degree plus forty-eight (48) semester units or seventy-two (72) quarter units with the Master's Degree included and required or Bachelor's Degree plus fifty-four (54) semester units or eighty-one (81) quarter units of upper division or graduate work.

4. Class V

Earned Doctor's Degree or Bachelor's Degree plus seventy-two (72) semester units or one hundred eight (108) quarter units of upper division or graduate work with Master's Degree included and required.

Nurses as it relates to the National Board Certification for School Nurses (NBCSN) will be granted an additional three thousand (\$3,000) per year prorated in monthly installments. The application fee will be reimbursed after the nurse has received the National Board Certification.

Section I - Doctorate

1. Personnel on the certificated base salary schedule having earned and been granted the Ed.D. or Ph.D. by the graduate school of an institution of higher learning with accreditation recognized in the United States, shall be granted an additional two thousand (\$2,000) per year prorated in monthly installments.

2. Certificated personnel employed for summer school assignment shall be entitled to two hundred (200) for the earned Ed.D. or Ph.D.

3. **Section J – Intern Credentials**

Certificated employees with intern credentials may not advance beyond Step 4 of the salary schedule. Normal progression of one step per year may be resumed after the regular credential is obtained.

ARTICLE 33 - CONCERTED ACTIVITIES

Section A

It is agreed and understood that there will be no strike or refusal or failure to fully and

faithfully perform job functions and responsibilities or other interference with the operation of the District by the Federation and/or its officers, agents, or members, during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

Section B

The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Article and to make every reasonable effort toward inducing all employees to do so. In the event of a strike or other interference with the operations of the District by employees who are represented by the Federation, the Federation agrees in good faith to take all reasonable steps to cause those employees to cease such action.

Section C

It is agreed and mutually understood that any employee violating this Article may be subject to disciplinary action.

Section D

It is understood that in the event this Article is violated by an individual employee, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from that employee.

It is understood that in the event this Article is violated by the Federation, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from the Federation.

ARTICLE 34 - MISCELLANEOUS PROVISIONS

Section A

Neither the District nor the Federation shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or not engage in organization activity or join or not join the Federation.

Section B

All pronouns used herein are used in their generic sense and are not intended to indicate any distinction based upon sex.

Section C

The use of the "day(s)," unless otherwise specifically stated herein, shall mean a day in which school is in session.

Section D

Tests and reports indicating freedom from active tuberculosis for continuing employee

are required not less infrequently than every four (4) years. If the examination is made by the employee's personal physician, the cost of the examination shall be paid by the employee.

Section E

The Assistant Superintendent for Educational Services, or designated representative shall meet with Federation representatives on a bi-monthly basis, to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks, to the extent such matters are within the discretion of the public school employer under the law. The time and place of these meetings shall be mutually agreed to by the parties.

Section F

All notices and communications required by this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by certified mail, return receipt requested to the parties at the following addresses, or at such other address for a party as shall be specified by notice given pursuant hereto:

To the Federation:	President or Designee
To the District:	District Superintendent
	Culver City Unified School
	District 4034 Irving Place
	Culver City, CA 90232-2848

Section G

The Federation and District will meet in September to mutually determine one (1) day a month to be designated for the purpose of organizational meetings after the normal pupil day. The District will make every effort to not schedule district-wide or building meetings on such day.

Section H

Effective with the 1982-83 school year, in the event a teacher is granted probationary or permanent status by the District, the teacher will be given credit for the previous years of full-time temporary service in the District, provided the service is continuous and the service is for at least seventy-five percent (75%) of the days teachers are normally on duty in each year served.

Section I

The District agrees to permit the Federation to hold an election to determine whether there shall be an agency fee.

Section J

The District agrees to permit a division as provided for in Assembly Bill 265 and to implement the provisions of AB 265. The effective date for coverage by the District under AB

265 will be July 1, 1990. Unit members who elect retroactive coverage under AB 265 prior to July 1, 1990, will be required to pay the full cost of such retroactive coverage including the employee's contribution and the employer's contribution. In the event any provision of this section is not permitted by law, this entire section of the collective bargaining agreement will be subject to renegotiations.

ARTICLE 35 - PEER ASSISTANCE AND PEER REVIEW

- A. Purpose of the Program: The Peer Assistance and Review Program (PAR) is designed to provide assistance to teachers who are in need of development in subject matter knowledge and/or teaching standards, strategies or skills.
- B. Peer Assistance and Review (PAR) Council
 - 1. The PAR Program shall be administered by a Council which shall consist of five (5) members, two (2) of whom shall be selected by the Superintendent and three (3) of whom shall be selected by classroom teachers through a process determined by the Federation. The Superintendent and the Federation President shall be ex officio members. Member(s) may be removed and replaced at any time by their appointing party.
 - 2. The PAR Council shall establish the meeting schedule. To hold meetings, four of the five members of the PAR Council must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released from their regular duties without loss of pay. Service performed after the regular workday shall be compensated at the hourly rate, not to exceed an annual total of \$1,500.00 per teacher.
 - 3. Council Responsibilities: The responsibilities of the Council shall include the following:
 - a. Selecting and assigning Consulting Teachers;
 - b. Selecting Beginning Teacher; Support and Assessment (BTSA) Support Providers consistent with Culver City Unified School District and Beverly Hills Unified School District Joint Powers Authority.
 - c. Reviewing reports prepared by Consulting Teachers;
 - d. Making recommendations to the Board concerning Referred and Beginning Teachers;
 - e. Preparing annual program reviews;
 - f. Preparing written guidelines for Consulting Teachers;

- g. Developing annual budget proposals subject to board approval;
 - h. Terminating the services of Consulting Teachers for just cause. Such terminations shall not be subject to the Grievance Procedure.
 - i. Establishing operating guidelines consistent with provisions of this agreement, Board policies and Administrative Regulations and the law.
4. All actions of the PAR Council shall be by consensus or an affirmative vote of at least four (4) members. The Council shall establish all other operational procedures and policies.

C. Participating Teachers

1. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Participating Teachers.
- a. Beginning Teacher (BT) Participants
 - 1) The PAR Council may assign Consulting Teachers and/or provide other assistance to voluntary Beginning Teachers who do not qualify for the BTSA Program.
 - 2) In order to help newly credentialed unit members successfully begin their careers in the District, all unit members teaching in their first and second year in the District and who are eligible for BTSA according to state guidelines shall be required to participate in the Beginning Teacher Support and Assessment Program.
 - 3) New eligible unit members shall be assigned a trained BTSA Support Provider (SP) assigned by the District.
 - 4) The District shall, through the Beverly Hills Unified and Culver City Unified School Districts Joint Powers Authority, develop guidelines and provide training for BTSA Support Providers.
 - 5) Support Providers shall be paid \$2,200.00 per new teacher, per year, who qualifies for the Beginning Teacher Support and Assessment program not to exceed two teachers per year.
 - b. Referred Teacher Participants (RT)
 - 1) The purpose of participation in the PAR program is to help correct job-related deficiencies and to assist the unit member

in improving performance. Permanent unit members who receive overall evaluation rating of “needs improvement” or “unsatisfactory” as evidenced by a score of seventy-one (71) or less on the Certificated Evaluation Report, shall be required to participate in the PAR program as an intervention.

- 2) Evaluators shall send copies of Referred Teachers= unsatisfactory evaluations to the PAR Council immediately following the transmission of the signed final written evaluation to the unit member (evaluatee) which shall be no later than thirty (30) days before the last school day scheduled on the school calendar.
- 3) No later than each June 15, the PAR Council shall provide written notification to the Referred Teacher of his/her placement in the PAR Program.
- 4) No later than September 30 of the following year, the Consulting Teacher, the Referred Teacher and the Referred Teacher=s evaluator shall meet to review the specific teaching/instructional areas identified as unsatisfactory. A tentative assistance plan shall be developed between the Consulting Teacher and the Referred Teacher.
- 5) The assistance plan shall be finalized by October 15. Revisions to the assistance plan can be made with the agreement of the Referred Teacher and the Consulting Teacher.
- 6) The assistance plan shall include a statement of areas needing improvement. The objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities in the teaching/instructional areas identified as unsatisfactory in the final evaluation. Consulting Teachers shall conduct multiple observations of the Referred Teacher during classroom instruction and shall have both pre-observation and post observation conferences.

c. Volunteer Teacher Participants (VT)

- 1) A permanent unit member who seeks to improve his/her teaching performance may request the PAR Council to assign a Consulting Teacher. The Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The VT may terminate his/her

participation in the PAR program at any time for any reason.

- 2) Unless requested by the VT, information obtained by the Consulting Teacher while working with the VT shall not be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process. Otherwise, such information shall remain strictly confidential between the VT and the Consulting Teacher.

Consulting Teachers

1. A Consulting Teacher is a permanent unit member who provides assistance to a Participating Teacher in an effort to improve instructional performance pursuant to the PAR program. Consulting Teachers shall possess the following qualifications:
 - a. At least five (5) years of recent experience in the District as a teacher.
 - b. Demonstrated exemplary teaching ability.
 - c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
 - d. Ability to communicate effectively both orally and in writing.
 - e. Ability to work cooperatively and effectively with others.
2. The assistance provided by the Consulting Teacher shall typically include:
 - a. Setting and discussing performance goals with the Participating Teacher.
Assist in developing an Individual Performance Plan (IPP).
 - b. Multiple observations of the Participating Teachers during periods of classroom instruction.
 - c. Meeting and consulting with the evaluator of the Referred Teacher Participant (RT).
 - d. Demonstrating good practice to the Participating Teacher.
 - e. Using school district resources to assist the Participating Teacher.
 - f. Monitoring the process of the Participating Teacher and maintaining a written record.
 - g. Making status reports to the PAR Council for a Referred Teacher

Participant.

3. In order to fill a position of Consulting Teacher, a notice of vacancy shall be posted at all sites and in the District Office. The initial notice shall be posted as soon as possible after ratification of this agreement by each party, with an effective start date of September 1, 2000. In addition to submitting an application form, each applicant shall submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher, including the applicant's immediate supervisor or evaluator.
4. Consulting Teachers shall be selected by the PAR Council after two or more members of the PAR Council have conducted unannounced classroom observations of all final candidates.
5. Consulting Teachers shall be trained to offer both peer assistance and to understand the specific functions of the PAR Program. The council shall monitor and evaluate the effectiveness of the Consulting Teacher and shall make decisions regarding their continuation in the program. The PAR Council may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or other just cause. Prior to the effective date of such removal, the PAR Council shall provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, shall meet with him/her to discuss the reasons.
6. The term of a Consulting Teacher shall be three (3) years. A full-time Consulting Teacher may reapply after returning to the classroom for one year.
7. Part-time Consulting Teachers shall receive \$220.00 per teacher per month to provide peer assistance as described in this article, not to exceed a caseload of two teachers per month.
8. The full-time Consulting Teacher shall be released full-time without loss of compensation.
9. Upon completion of a full-time assignment, a Consulting Teacher shall have the right to return to his/her previous teaching assignment.

D. General Provisions

1. Expenditures for the PAR Program shall not exceed revenues made available through BTSA, AB 1X (1999), and subsequent legislation without mutual agreement of the parties. The PAR program shall be contingent upon continued state funding. In no event shall General Fund monies be used to support the PAR and/or BTSA Programs.
2. This article shall be reopened at the request of either party at any time prior

to June 30, 2007.

3. At the request of the Participating Teacher or the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.
4. The District agrees to indemnify and hold harmless members on the PAR Council and Consulting Teachers, from any liability arising out of their participation in the PAR Program to the extent required under the California Government Code.
5. Complaints arising under the PAR Program shall be submitted to the PAR Council for review and response in lieu of the grievance procedure contained in Article 7 of this agreement. Unit members retain the right to grieve the evaluation procedures, to the extent permitted in Article 29 - Evaluation.
6. Confidentiality: Documents generated as part of the PAR Program by Consulting Teachers and Council Members regarding specific teachers shall be deemed personnel records and shall remain confidential to the extent required by the law. The District shall be entitled to use such documents in subsequent disciplinary actions against Referred Teachers.
7. The results of the Beginning and Referred Teachers' participation in the PAR Program may be placed in their personnel files, used in their final evaluations, and subsequent personnel actions.
8. Panel deliberations regarding individual teachers shall be closed and confidential, to the extent permitted by law.
9. Nothing herein shall be interpreted as limiting the authority of the Governing Board or District to initiate any form of discipline against the Participating Teacher at any time consistent with the law and this Agreement.
10. The PAR program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Principal with respect to the process of peer assistance and review.

ARTICLE 36 - OFFICE OF CHILD DEVELOPMENT

The provisions of this Article cover employees of the bargaining unit serving as teachers assigned to the Office of Child Development.

Section A - Definition

1. A full-time Office of Child Development teacher shall be employed for eight (8) hours per day including lunch breaks, five (5) days per week, twelve (12) months per year.

2. Office of Child Development teachers serving less than eight (8) hours per day shall be considered part-time employees.
3. Office of Child Development teachers serving less than twelve (12) months per year shall work only the days K-12 pupils are in attendance.

Section B - Work Year

1. The work year for the Office of Child Development teachers shall be the number of days as designated by Federal and State contracts, less local and legal holidays.
2. If any Office of Child Development teachers work any of the excess days they will receive pro-rated compensation.

Section C - Class Size

The class size for Office of Child Development classes shall be as follows:

- a. The ratio of adults to pupils for children age three to four (3 to 4) shall be 5:1 (including at least one (1) teacher) with no more than fifteen (15) in a group.
- b. The ratio of adults to pupils for children age four to six (4 to 6) shall be 7:1 (including at least one (1) teacher) with no more than twenty (20) in a group.
- c. If these ratios are changed by new guidelines from the State, the District will comply.

Section D - Release Time

1. Office of Child Development teachers shall be provided release time as follows:
 - a. Eight (8) hour teacher - Thirty (30) minute duty-free lunch and two (fifteen (15) minute breaks or one (1) one-half (1/2) hour break.
 - b. Six (6) hour teacher - Thirty (30) minute duty-free lunch and one fifteen (15) minute break.
 - c. Five (5) hour teacher - Two (2) fifteen (15) minute breaks.

Section E - Health and Welfare Benefits

Office of Child Development employees will be eligible for health and welfare benefit as designated in Article 31.

Section F - Vacations

1. Eligibility

Members of the bargaining unit assigned to the Office of Child Development shall accumulate vacation at the regular rate of pay at the time vacation is taken except that earned vacation shall not become a vested right until the completion of the initial six (6) months of employment. A vacation shall be taken any time in the year following the year in which it is earned, with the approval of the employee's immediate supervisor.

- a. Full-time employees shall earn vacation at the rate of 1.25 days per month worked.
- b. Teachers who work less than twelve (12) months per year, whether full time or part time, shall not earn vacation days, effective July 1, 1994.

2. Holidays

- a. When a holiday as defined in this Agreement occurs during a scheduled vacation of the Office of Child Development certificated employee, the employee will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.

3. Vacation Scheduling

- a. The District reserves the right to schedule vacations at times least disruptive to the normal work routine. All vacation periods will be subject to the prior approval of the immediate supervisor. Disputes arising from the scheduling of a vacation shall not be subject to the provisions of Article 7 - Grievance Procedures.

3. Interruption of Vacation

- a. A vacation leave once having commenced shall not be interrupted by any paid or non-paid leave.

In addition to the agreed upon salary percent increase, an ad hoc committee will study the proposed Office of Child Development overlapping salary schedule and step increase. The ad hoc committee will meet and reach a mutual agreement that is satisfactory to all by May 1, 1994, and will be retroactive to September 1, 1993.

Section G - Sick Leave

1. Purpose

- a. All tenets of Article 9 - Sick Leave, Section A-G of this agreement are applicable to the Office of Child Development teachers with the exception of the eligibility statement.

- b. The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, or quarantine.

2. Eligibility

- a. Full-time Office of Child Development teachers employed five (5) days per week for a full calendar year shall be annually entitled to twelve (12) days of leave of absence for the purpose of non-industrial illness or accident. An Office of Child Development teacher employed less than full time shall be entitled to sick leave in the same ratio that the employment bears to full-time employment. Any unused sick leave shall be accumulated from year to year.

3. Compensation

- a. Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Upon exhaustion of accumulated sick leave credit, an employee who continues to be absent for purposes set forth in this Section shall receive the difference between the employee's salary and that of the substitute employee, or if no substitute is employed, the employee shall receive the difference between the employee's salary and the amount which would have been paid to a substitute, for a period not to exceed twenty (20) calendar weeks. The twenty (20) week period shall begin after utilization of the annual twelve (12) day allotment of leave for illness or injury. Only one (1) increment of difference pay shall be allowed for any single and continuous absence that extends into the next school year.
- b. If an employee new to the District has no transferable accumulated sick leave and the twelve (12) days of earned sick leave is exhausted, the District will provide up to five (5) additional days of fully paid sick leave (non-cumulative) for the first year of service only. If the employee transfers less than five (5) days of accumulated sick leave, the District will provide only the number of additional days required to total five (5) (non-cumulative) for the first year of service only.

4. Procedures

- a. An employee exercising this leave of absence provision shall comply with the District procedures for absence reporting. Failure to report intention to return as required by District procedures shall cause the employee forfeit the salary for the day. The substitute will continue in the assignment for that day.

5. Return to Service

- a. Each employee on the day of return to duty shall certify by personal signature on the District "Request for Leave" form the date(s) and reason for each absence.
- b. An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to the position classification without restrictions or detriment to the employee's physical and emotional well being.
- c. In specific instances that appear to be a concerted activity or withholding of services by employees, the Board of Education may authorize the Superintendent to request and employees shall provide additional verification of the use of these provisions including, but not limited to, a doctor's verification of illness, verification by employee's affidavit, or other appropriate means. The determination of whether or not a specific instance warrants a request for additional verification is solely at the discretion of the Board of Education.
- d. The Superintendent or designated representative is authorized to require periodic reports from an employee on sick leave as to the probable date of recovery and return to duty.

Section H

The District will, effective September 1, 1991, allow maximum outside previous teaching experience to child care teachers new to the district. Such employees will be given year-to-year experience provided the total days worked in a full-time previous child care or other district approved teaching experience equals at least seventy-five percent (75%) of the days required annually in that previous teaching assignment.

Section I

Office of Child Development employees shall be evaluated as designed in Article 29.

Section J

A thirty (30) minute preparation period shall be provided for full-time eight (8) hour employees.

Section K

Office of Child Development staff meetings will be scheduled during working hours whenever possible.

ARTICLE 37 - ADULT SCHOOL PROVISIONS

Section A - Coverage

These provisions apply to those certificated adult school permanent and probationary employees who teach more than twelve (12) hours per week and who are not otherwise under contract to the district.

1. Permanent and probationary employees are those employees who teach more than eighteen (18) hours per week.

Section B - Applicable Articles of the Agreement

Benefits which are expressly provided by this Agreement are the sole benefits to which Adult School unit members are entitled, unless specifically provided for adult school teachers by State law. Articles 8, 9, 12, 16, 22, 23, 24, 25, 26, Sections B and C of Article 28, and Article 32 of this agreement are not applicable to or provided for Adult School certificated employees.

Section C - Permanency

Thirty (30) hours a week is considered a full-time assignment at the Adult School. More than eighteen (18) hours per week must be worked in order to receive permanency.

To attain permanency, a bargaining unit member must teach a minimum of nineteen (19) hours per week for seventy-five percent (75%) of the scheduled weeks in the school year, excluding summer school, for two (2) consecutive years per Ed Code. Permanency shall be based on service as is equivalent to the average number of hours per week which employees have served during their probationary years. Employees who have attained permanency at a level below thirty (30) hours and who subsequently are increased in hours shall have their tenure level increased pursuant to the average of two years.

Employees with permanency in the day school who become eligible for permanency in adult education, must, at the time of becoming eligible, elect permanency in the day school or the adult school.

Section D - Assignments

Adult education assignments are based upon enrollment and attendance of voluntary students. As attendance increases or decreases, so must staff assignments. When there is a reduction in adult school classes, first consideration will be given to maintaining hourly adult school teachers' hours over K-12 contract employees teaching extra hours in the adult school

The seniority of adult school probationary and permanent employees shall be established on the first day of service rendered as a probationary employee. No permanent or probationary employee may be terminated or reduced in hours while any probationary permanent employee with less seniority is retained to render a service which said probationary or permanent employee is certificated and competent to render. Assignments shall be made in

such a manner that probationary or permanent employees shall be retained to render any service which their seniority and qualifications entitle them to render.

When the district is proposing to alter an employee's assignment for any trimester, during the trimester from day to evening, from evening to day, or from straight shift to split shift, the unit member will be notified and given an opportunity at least forty-eight (48) hours before the proposed schedule change to request a meeting with the immediate supervisor and state a preference relative to the proposed assignment. If requested by the employee in writing, the reasons for the change will be stated in writing within five (5) working days.

Section E - Class Size

For classes scheduled for eight (8) or more sessions, a minimum class size will be established by the Adult School Principal and will be distributed to all adult school teaches prior to the start of the trimester.

1. If, at the first class meeting, the number of enrollees is less than sixty-five percent (65%) of the established minimum, the class will be closed.
2. If, at the second class meeting, the number of enrollees is less than eighty-five percent (85%) of the established minimum, the class will be closed.
3. If, at the third class meeting, the number of enrollees is less than the established minimum the class will be closed.
4. For classes scheduled for less than eight (8) sessions, the class may be closed after the second class meeting should the minimum class size not be reached.
5. The Adult School Principal may waive the provisions of paragraphs 1, 2, and 3 in unusual circumstances that warrant the class to be held.
6. If a minimum class size is to be changed, or if a minimum class size is to be established for a new offering, the Adult School Principal will confer with the teacher involved prior to finalizing the minimum class size.

Section F - Leave of Absence

Adult education teachers shall be entitled to the following leaves and shall promptly report all such absences on the District leave form:

Sick Leave

1. Sick leave is a leave of absence granted to an employee because of personal illness and shall be granted under the conditions set forth below to all regular adult school teachers who are absent on work days because of illness or injury.
2. For each twelve(12) hours of paid service an employee shall accrue

one (1) hour of sick leave.

3. Sick leave is credited to the employee's account in advance of accrual. At the beginning of each trimester the employee will be credited with the amount of sick leave expected to be accruable for that trimester.
4. Permanent or probationary employees will be credited the amount of sick leave expected to be accrued for that school year.
5. Accrued sick leave which is unused shall be accumulated from year to year without limit.
6. The amount of sick leave an employee may use at any one time is the total amount credited to the employee's account at that time, whether or not it has been actually earned.
7. An employee whose assignment is reduced or terminated shall reimburse the District for any sick leave days used but not earned. The employee's last salary warrant will be reduced by the amount of unearned sick leave advanced.
8. In specific instances that appear to be a concerted activity or withholding of services by employees, the Board of Education may authorize the Superintendent to request, and employees shall provide additional verification of the use of these provisions, including, but not limited to, doctor's verification of illness, verification by employee's affidavit, or other appropriate means. The determination of whether or not a specific instance warrants a request for additional verification is solely at the discretion of the Board of Education.
9. An employee who is entitled to temporary disability indemnity under the Workers' Compensation law may elect to take accumulated sick leave which, when added to disability indemnity, will result in a payment of full salary less appropriate deductions. When a district employee is entitled to pay under the Workers' Compensation law and is at the same time entitled to regular sick leave pay under this Article in no case shall the total pay equal more than the full salary of the employee less appropriate deductions. The District shall have the right to adjust its sick leave pay so as to pay the difference between the amounts paid under the Workers' Compensation law and the normal salary of the employee. The accrued balance of sick leave shall be reduced in proportion to the amount use under this provision.
10. As a condition for return to work following an absence occasioned

by major surgery, extended illness, or maternity disability, a doctor's release certifying the employee's capability of resuming all regular duties of the assignment and date of return must be submitted to the personnel office at least one (1) working day prior to the employee's return to duty.

11. The Superintendent or designee is authorized to require periodic reports from an employee on sick leave as to the employee's physical condition and probable date of recovery.
12. Sick leave credited to an employee as an adult education teacher and sick leave credited in another District position shall not be interchangeable.

Additional Sick Leave

1. When an employee is absent because of any one particular illness or injury for a period of twenty weeks (20) or less, the amount deducted from the salary due to the employee shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the employee's absence or, if no substitute is employed, the amount that would have been paid to the substitute shall be deducted.
2. The twenty-week (20) period commences when the employee is absent from duty on account of illness or injury and has exhausted the sick leave accruable for the current trimester and runs concurrently with other paid leaves, including but not limited to regular sick leave, except that, if the absence is due to an industrial accident, the twenty-week (20) period commences on the first day after the industrial accident leave has been exhausted.
3. If at the end of this twenty week (20) period or when all regular sick leave has been exhausted, whichever occurs last, the employee is unable to return to work, the employee shall elect to do one of the following: resign, request a personal leave of absence without pay not to exceed the remainder of the school year in which the leave occurs, or retire, if eligible, pursuant to the provisions of the state retirement system.

Bereavement Leave

1. Adult School teachers shall be granted leave for up to five (5) days in a calendar week for each bereavement.
2. Additional days of absence beyond those described herein may be provided under terms of personal necessity leave provisions of the Agreement.
3. The purpose of the bereavement leave utilization shall be for death of

member of the immediate family. "Immediate family" means the employee's spouse, registered domestic partner and the following relatives of either the employee, the spouse or registered domestic partner: parent, stepparent, grandparent, child, grandchild, brother sister, son-in-law, daughter-in-law, aunt, uncle, niece, nephew (NOTE does not include grand-niece or grand-nephew); or any other person considered to be a permanent member of the immediate household.

4. All days of absence used under the provisions of bereavement leave shall result in no loss of compensation to the employee.
5. All employees exercising this leave of absence provision shall notify the immediate supervisor as soon as possible and comply with the District procedures for absence reporting.
6. The employee shall, upon return to service, immediately complete the District "Request for Leave" form.

Extended Personal Leave

1. A permanent adult school teacher may be granted a leave of absence for the remainder of a trimester, or up to three trimesters, for compelling personal reasons that are not enumerated elsewhere in the Agreement In unusual circumstances (for example, Peace Corps or Vista assignments) the leave may be extended to two (2) years.
2. The employee seeking an approved personal leave of absence shall submit a request, in writing, including the reasons and any supporting information related thereto, and the duration of the requested leave.
3. An employee requesting such an extended personal leave shall submit the request in sufficient time for the Superintendent's consideration and recommendation to the Board of Education.
4. The decision of the Board of Education shall be final and not subject to the grievance procedure.
5. Any personal leave of absence that may be granted under those provisions shall be without compensation.
6. An employee on personal leave of absence shall be permitted to continue to participate in the District insurance program provided that the necessary premiums are prepaid as required by the District.
7. An employee returning to the District from an Extended Personal Leave shall be placed in a comparable position at the adult school to which the employee was assigned prior to the leave, providing such a position still exists.

8. If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.

Section G - Abandonment of Position

Voluntary absence of an Adult Education employee for three (3) consecutive class sessions without notification to the Adult School Principal shall be deemed to be an automatic resignation from District employment as of the last date on which the employee worked and the position may be declared vacant.

Section H - Holidays

All adult school teachers and counselors employed twelve (12) or more hours per week shall be paid at their regular rate for the following District observed holidays that fall on their assigned work day during a regularly assigned week:

Independence Day	Martin Luther King Jr. Day
Local Day	As indicated on school year calendar
Veteran's Day	Washington's Day
Thanksgiving Day	Memorial Day
Local Holiday (Day after Thanksgiving)	

Section I - Pay for Extra Assignments

Adult School teachers that are asked by Management to perform duties or to work assignments that are in addition to the duties they normally perform as part of the teaching assignment, will be paid at their regular hourly rate of pay.

An adult school teacher may request permission to perform duties or work on special assignments that are not part of the duties they normally perform. Such request must be submitted in writing to the Adult School Principal who will review such request and recommend approval or denial. The decision of the Adult School Principal will be given in writing to the teacher making the request and such decision is not subject to the grievance procedures of this contract. If the additional duties or assignment are approved, it will be paid at the regular hourly rate of the teacher involved.

Section J - Health and Welfare Benefits

Permanent or probationary adult school employees are eligible for health and welfare benefits as outlined in Article 31 of this Agreement, except as listed below.

1. Eligibility

The current District maximum annual health benefit contribution Article 31, Section A, for eligible Adult School teachers working in the ADA program between twelve (12) and eighteen (18) hours per week shall be prorated, effective January 1, 2007, under Section J.1 as follows:

12 hours per week:	44%
13 hours per week:	47%
14 hours per week:	52%
15 hours per week:	55%
16 hours per week:	58%
17 hours per week:	63%

2. Provided that it is acceptable to the insurance carrier, hourly employees that have taught three (3) consecutive trimesters or two (2) consecutive semesters within the preceding three (3) years and are currently serving eighteen (18 hours) or more per week shall be eligible for health and welfare benefits with the District maximum contribution to be prorated as follows:

18 hours per week	66%
19 hours per week	70%
20 hours per week	74%
21 hours per week	77%
22 hours per week	80%
23 hours per week	85%
24 hours per week	88%
25 hours per week	91%
26 hours per week	96%
27 to 30 hours per week	100%

All eligible Adult School employees who work less than full time, in order to qualify for health and dental insurance, must authorize a payroll deduction for the remainder of the cost, and comply with all rules and regulations established by the various insurance carriers.

Section K - Hours

1. Adult School teachers shall be present at their work location fifteen (15) minutes before the start of their class session and be on duty until the end of their assigned class period.
2. Employees shall indicate their arrival and departure from the work site by initialing the appropriate form provided by the District.
3. The site administrator shall have the authority to authorize employees to deviate from the hours specified in case of an unforeseeable circumstance or emergency.
4. All employees will be expected to perform duties which may or may not occur within the minimum hours specified. Such duties include, but are not limited to, planning and selecting and preparing materials for instruction; participating in curriculum development; receiving and evaluating work of students; conferring and counseling with students, parents, staff and administrators; providing and supervising make-up periods; keeping records; participating in and attending community, Back-to-School Night and Open House activities; supervising teacher aides as assigned; attending staff and departmental meetings; participating in approved staff development programs; and serving on committees providing advice and service to the District. Employees will be given a day's advance notice of any meeting or conference that can be reasonably planned in advance. Staff meetings will be scheduled during working hours whenever possible.

Section L - Wages

1. Adult school employees with regular assignments shall be paid for actual classroom instruction in accordance with the Adult School Salary Schedule Appendix D-3.
2. Experience increments are granted at the beginning of the next pay period after they are earned. Credit shall be given for Culver City Adult School experience only and shall be cumulative.
3. In order to receive service credit toward advancement on the salary schedule an employee must teach a full trimester (as defined by the adopted Adult School calendar). If a class is scheduled for less than a trimester, credit will be granted for a full trimester in the trimester in which the employee has accumulated the equivalent number of weeks in two or more

consecutive trimesters. Summer school assignments will not count as experience increments for step advancement.

4. Adult School teacher who has a regularly scheduled class at Culver City Adult School and is assigned to substitute for another employee shall be paid at the same hourly rate as the regular assignment provided the teacher substitutes within the same field(s) of instruction regularly assigned.
5. Adult School teachers who are probationary or permanent employees of the District, having earned and been granted the Ed.D. or Ph.D. by the graduate school of an institution of higher learning with accreditation recognized in the United States, shall be granted an additional two thousand dollars (\$2,000) per year prorated in monthly installments. Adult School hourly employees who teach less than full time will have the doctoral stipend prorated by the number of hours served as it bears to a full-time position (thirty (30) hours per week).

Section M - Evaluation

Adult School employees will be evaluated as designated in Article 29.

Section N - Shared Time Assignments

Two (2) permanent employees shall have the right to file written requests for fractional leaves for the purpose of sharing one full-time assignment for a period not to exceed one (1) school year. A temporary teacher will be hired to fill the position created by the sum of their leaves.

1. The employees' request for a shared assignment shall be filed with the Superintendent or his/her designee no later than June 1 for the following school year. This request shall enumerate the additional benefits that will accrue to the students involved as a result of the shared assignment.
2. The employees will equally or proportionally divide the required student contact time.
3. Both employees will attend faculty meetings and fulfill those other duties and responsibilities required of regular full-time teachers.
4. Either the employees or the Superintendent or his/her designee may request a meeting to discuss the merits and/or details of the request.
5. The decision of the Superintendent or his/her designee shall be rendered in writing within ten (10) days after receiving the request or after the meeting, whichever is later. The decision rendered by the Superintendent or his/her designee shall not be subject to the grievance procedure.
6. Any employee returning to full-time service from a shared assignment shall be placed in a comparable position at the adult school to which the employee was assigned prior to the leave, providing such a position still exists. Position is intended to mean regular classroom teacher, special program teacher or support

personnel in their areas of specialties. A person on leave will receive the same consideration for assignment that a person would have received if not on leave.

ARTICLE 38 – SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent provided by law, but all other provisions will continue in full force and effect.

It is further agreed that within thirty (30) days of receipt of notification of the court decision, negotiations shall commence regarding matters related to such provision.

ARTICLE 39 – ZIPPER

This Agreement concludes all collective bargaining between the parties hereto during the term thereof and constitutes the sole, entire, and existing agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, express or implied, between the District and the Federation or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, including but by no means whatever limited to, any subject or matter which under this Agreement is within the right of the District to decide, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Article 40: Discipline Short of Dismissal

- A. The District shall use the principle of progressive discipline, which provides that discipline be commensurate with the severity of an offense. Disciplinary actions shall normally be taken in the following sequence.
 - a. Documentation of verbal counseling for site file.
 - b. Written reprimand for personnel file to include prior related verbal counseling memoranda.
 - c. Written Notice of proposed suspension without pay.
- B. Steps 1 and/or 2 above may be omitted based on the seriousness of the unit member's misconduct.
- C. A unit member may be suspended for just cause for no more than 15 days per occurrence. Suspensions shall be without pay, but shall not deprive the unit member of existing health benefits.
 - 1. A written notice of the proposed suspension specifically stating the reasons for the suspension shall be given to the unit member. The notice shall advise the unit member that he/she may, within five (5) work days, request a meeting in writing to discuss the matter.
 - 2. If requested, the meeting shall be held within five (5) work days of the request. If no meeting is requested, the unit member waives all grievance rights and may begin to serve the suspension at the District's discretion.
 - 3. Within ten (10) work days of the meeting, the unit member may request in writing that the Federation submit the following issue to binding arbitration in accordance with Article 7, Step III: "Is there just cause for the proposed suspension, and if not, what, if any, is the appropriate discipline?"
 - 4. If the Federation does not request arbitration within ten (10) work days of the initial meeting, the matter shall be considered closed, and the unit member may begin to serve the suspension at the District's discretion.
- D. Nothing in this article shall limit the District's right to evaluate unit members in accordance with the provisions of this agreement. This article shall not replace or limit the District's right under California law to institute dismissal proceedings or to institute immediate suspension or mandatory leaves of absence. Suspension under this article shall not be regarded as a pre-condition to proceedings under California law.

Article 41: Signature Page

This Agreement is approved by the Board of Education of the Culver City Unified School District and the officers and members of the Culver City Federation of Teachers Association on this 1st day of July 2016.

Signature

Leslie J. Lockhart
Assistant Superintendent – Human Resources
Culver City Unified School District

Signature

David Mielke
President
Culver City Federation of Teachers