

EMPLOYMENT AGREEMENT

Between

UNION DISTRICT EDUCATORS ASSOCIATION

and the

UNION SCHOOL DISTRICT

August 30, 2010 – June 30, 2013

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ARTICLE 1

AGREEMENT

This Agreement is entered into between the UNION SCHOOL DISTRICT of San Jose, California (hereinafter referred to as the "District") and the UNION DISTRICT EDUCATORS ASSOCIATION/CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE 2

NON-DISCRIMINATION

- 2.1 The District will not unlawfully discriminate against any bargaining unit member because of race, color, national origin, religion, gender, sexual orientation, age, physical handicap, economic status, medical condition, marital status or membership in the Association or protected activities on behalf of the Association.

ARTICLE 3

RECOGNITION

- 3.1 The District confirms its recognition of the Association as the exclusive representative for all unit members.
- 3.2 Unit members are all those within the following classifications of full-time certificated unit members under contract and part-time certificated unit members under contract who perform the same work as full-time unit members: regular classroom teachers; special education teachers; nurse; speech/language hearing pathologists; counselor, psychologists; director of student activities; mental health therapists; and including long-term substitutes (more than twenty consecutive workdays in the same assignment).
- 3.3 Certificated employees excluded from the unit are those in all other positions not designated, including but not limited to Superintendent, Director, Coordinator, Principal, Assistant Principal, and all other substitutes.

ARTICLE 4

DEFINITIONS

- 4.1 "Unit member" as used herein refers to any employee included in the unit as defined in Article 3.
- 4.2 The word "District" shall mean the Board of Trustees and/or the District Superintendent and/or all other management personnel designated by the Board of Trustees to represent it or otherwise act in its stead.

- 4.3 "Daily rate of pay" means a unit member's annual base pay divided by the required number of annual workdays.
- 4.4 References to "day," unless otherwise indicated, shall mean any day unit members are required to work.

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1 Right to Associate - The Board and Association recognize the right of unit members to form, join and participate in the activities of an employee organization and the equal right of unit members to refuse to form, join or participate in employee organization activities.
- 5.2 Legal Rights - The Board agrees not to impose or threaten to impose reprisals on unit members or the Association, discriminate against unit members or otherwise interfere with, restrain, or coerce unit members because of their exercise of rights guaranteed by this Agreement.
- 5.3 Rights of Access - The Association shall have the right of access at reasonable times to areas in which Unit members work and such activities shall not interfere with the work assignment of any unit member. Persons not members of the school staff who wish to come on the school site for Association matters during the school day shall notify the school principal or designee.
- 5.4 Communications - The Association shall be provided bulletin board space for the posting of employee organization materials. The Association shall be entitled to the use of regular intra-district mail services and mail boxes for communication to unit members regarding matters which involve the Association, and they shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications, and no cost shall be imposed on the District for such communication.
- 5.5 Use of Facilities - The Association may use school facilities for meetings either before or following unit members' on-site workday, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or the buildings are otherwise unavailable for use.
- 5.6 Employee Names - The employer shall provide the Association with names and assignments of all bargaining unit personnel normally no later than October 15 of each school year and of all bargaining unit personnel employed after the compilation of the initial list within thirty (30) days of employment.

5.7 Dues Deduction - Maintenance of Membership

- 5.7.1 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, proportionate to the contract year, initiation fees and general assessments of the Association. Such authorization shall continue in effect for the duration of this contract except that any unit member may resign from the Association during the thirty (30) day period immediately following its expiration. A unit member who resigns from membership in the Association shall still be subject to the provisions of section 5.10 (agency fees).
- 5.7.2 With respect to all sums deducted by the District for membership dues, pursuant to authorization of the employee, the District shall remit such monies to the California Teachers Association, Burlingame. The monies shall be accompanied by an alphabetical list of unit members from whom such dues deductions have been made.

5.8 Association Leave

- 5.8.1 The District may grant, upon request, an unpaid leave of absence to the president of the Association. Such leave shall be for no less than one (1) school semester nor more than one (1) school year. Request for leave must be made to the District at least ninety (90) days before the leave is to commence.
- 5.8.2 Up to twenty-five (25) days of released time shall be approved each school year for the Association president or designee for the purpose of participating in organizational activities. No more than fifteen (15) of the twenty-five (25) days may be used by any single Association member. The Association shall pay the cost of any necessary substitutes for twenty days, and the District shall pay the cost of any necessary substitutes for five days. The number of days of released time for the Association or for any unit member may be extended by mutual agreement. Extension shall not be unreasonably denied.
- 5.8.3 Released time may be granted for legislative or other activities that the District believes are in the mutual interest of the Association and the District. Such released time may be granted without cost of any necessary substitutes.
- 5.8.4 Up to six (6) Association members shall be granted release time, without loss of compensation, for negotiations meetings with the District.

5.9 Right to Consult

- 5.9.1 The District will notify the president of the Association of intentions to modify existing practices in the areas specified below.
- 5.9.2 The Association will respond to this notification within fourteen (14) days.
- 5.9.3 The District will consult with the Association, upon the request of the Association president or his/her designee, 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.

5.9.4 The District further agrees to consult with the Association regarding the student school year calendar. The Association shall appoint up to three (3) members, by November 1st, to a Joint District/Association calendar advisory committee for the purpose of implementing this section.

5.9.5 The District further agrees to consult with the Association regarding summer school.

5.9.6 The Grievance Procedure, Article 7, shall apply only to the obligation of consultation, not to the outcome of the consultation.

5.10 Agency Fee

5.10.1 All bargaining unit members shall become members of the Association or pay to the Association an agency fee in an amount not to exceed the unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues. A unit member may in lieu of the lump sum payment, authorize payroll deduction for such an agency fee in the same manner as provided in 5.7.1 of this article. In the event that a unit member does not pay such an agency fee directly to the Association or authorize payment through payroll deduction as provided in section 5.7.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 5.7.1 of this article. There shall be no charge to the Association for such mandatory agency fee deductions.

5.10.2 Religious Exemption: Any bargaining unit member to whom this provision applies whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. Religious exemptions are subject to approval of the Association. Upon approval, that unit member shall be required to pay, in lieu of an agency fee, the sum equal to the agency fee to one or more non-religious, non-labor organizations, charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code and approved by the Association.

5.10.2.1 Proof of payment with a written statement of objection shall be made on an annual basis to the Association and the District as a condition of continued - exemption on or before October 1 of each year.

5.10.2.2 Any unit member making contributions in lieu of agency fee payments as set forth in section 5.10.2 above, and who requests that the grievance or arbitration provisions of this agreement be used in his/her behalf, shall

be responsible for paying the reasonable cost of using such grievance or arbitration procedures.

- 5.10.3 With respect to all sums deducted by the District pursuant to sections 5.7.1 and 5.10.1 above, whether for membership dues or for agency fees, the District agrees to remit promptly such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 5.10.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of section 5.10 of this article.
- 5.10.5 Hold Harmless: The Association shall indemnify, defend and hold harmless the District against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee article of this Agreement or its implementation. The Association shall have the exclusive right to decide and determine whether any such claims or suits referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.1 It is understood and agreed that the District retains all of its power and authority to direct manage and control to the full extent of the law and except as defined by this agreement. Included in but not limited to these duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations; determine the kinds and levels of service to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operations including but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities, and experimental and pilot investigations of new educational programs; determine the curriculum; build, close, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency or when the normal operation of the District faces serious disruption. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, transfer and discipline unit members except as defined by this Agreement.
- 6.2 The District agrees to meet with the Association, upon request, to negotiate about reasonably foreseeable effects within the scope of bargaining caused by a District decision made pursuant to Section 6.1.

- 6.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific express terms are in conformance with the law and constitutions of California and the United States.
- 6.4 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of events or activities out of the ordinary in which the circumstances are beyond the control of the District, including, but not limited to: (1) acts of God; (2) specific mandatory requirements of a superior governmental or judicial agency.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1.1 Grievance. A grievance is a claim of an alleged violation, misapplication or misinterpretation of this written Agreement.
- 7.1.2 Aggrieved. A unit member who has a grievance, a group of unit members with a common grievance, the Association, or a long-term substitute with a grievance regarding his or her salary.
- 7.1.3 Day. Any day in which the members of the unit are required to work.
- 7.1.4 Conferee. A conferee is a representative of the Association or any individual invited by either party to the grievance to participate in the grievance procedure.

7.2 Informal Level

- 7.2.1 The most effective solution is found when differences which may lead to a grievance are resolved in an amicable, informal way between the parties involved at the lowest possible administrative level.
- 7.2.2 Before filing a formal written grievance, the aggrieved shall attempt to resolve it by an informal conference with the immediate supervisor within twenty (20) days after the aggrieved knew, or reasonably should have known, of the event or condition which gives rise to the grievance.

7.3 Principal or Immediate Supervisor Level

- 7.3.1 If the grievance is not resolved at the informal conference the aggrieved shall have ten (10) days from the date of the conference to file a formal grievance, in writing, on the appropriate form to his/her immediate supervisor. This time may be extended by mutual agreement.
- 7.3.2 The written statement shall be a clear, concise statement of the grievance; the specific provision(s) of this contract it is alleged were violated, misinterpreted, or misapplied; the persons involved; the decision rendered as a result of informal efforts; and the remedy sought. Copies may be sent to conferees. If the conferee is not a representative of the Association, miscellaneous provisions number 7.6.8 shall apply.
- 7.3.3 Either party to the grievance shall have the right to a personal conference with the other party to the grievance in order to resolve the issue. Either party is entitled to the presence of a conferee, or more than one (1) conferee if mutually agreed to by both parties, at such conference.
- 7.3.4 The administrator shall communicate the decision to the aggrieved, in writing, within ten (10) days after receiving the grievance.

7.4 District Grievance Officer Level

- 7.4.1 In the event the aggrieved is not satisfied with the Principal or Immediate Supervisor decision, the decision may be appealed, in writing, to the District Grievance Officer within ten (10) days after receiving it.
- 7.4.2 This written statement shall include a written copy of the original grievance; the Level 1 decision rendered; the name(s) of the appellant's conferee(s), if any; and a clear concise statement of the reasons for the appeal of the decision. The appeal form shall be used.
- 7.4.3 A conference regarding the appeal is the right of either party. Either party may, at his/her discretion, bring one or two conferees, or more if mutually agreed by both parties, to such a conference.
- 7.4.4 The District Grievance Officer shall communicate the decision, in writing, to the parties involved within ten (10) days of receipt of the appeal.

7.5 Arbitration Level

- 7.5.1 In the event the aggrieved is not satisfied with the disposition of the grievance at the District Grievance Officer's Level, the Association may, within ten (10) days, submit a written request to the Superintendent for arbitration of the dispute.
- 7.5.2 Within five (5) days after receipt of the written request, the Superintendent or his/her designee, and the Association, shall jointly request the State Conciliation Service to supply a panel of five (5) names of the persons experienced in hearing grievances in the public sector, preferably in public schools. Beginning with the Association, each

party shall alternately strike a name until only one name remains. The remaining name shall be the arbitrator. In the event that the arbitrator is unable to serve, the parties shall request an arbitrator through the American Arbitration Association.

- 7.5.3 The arbitrator so selected will hear the matter promptly and will issue the decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's decision shall be final and binding upon the District, the Association, and the unit member(s) involved, unless the arbitrator exceeds his/her authority, the decision evidences an infidelity to the Agreement, or he/she acts in contravention of the facts and/or law. Copies shall be sent to both the Association and to the District Superintendent.
- 7.5.4 The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any appendix attached thereto, nor render any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- 7.5.5 The arbitrator shall construe this Agreement in a manner which does not interfere with the District's rights as described in Article 4, except where they have been expressly and clearly limited by the terms of this Agreement.
- 7.5.6 The arbitrator must resolve issues of arbitrability before hearing the substantive matters. In the event that a case is appealed to an arbitrator on which he/she has no power to render a decision it shall be returned to the parties without recommendation on its merit.
- 7.5.7 The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure, or under the American Arbitration Association expedited rules, if mutually agreed to in advance. Hearings shall be confined to working days.
- 7.5.8 The costs of the services of the arbitrator, including expenses, if any, shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. The expenses for attendance of any employee, witness, or participant in the arbitration shall be paid by the party requesting such attendance. If any party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties request one transcript, the total cost of the transcript shall be divided equally between the District and the aggrieved.
- 7.5.9 Specifically excluded from the arbitration step of this Article are:
- 7.5.9.1 Failure of the District to follow advisory recommendations of any advisory committee.

7.5.9.2 Failure of the District to grant any request or benefit described by the Agreement as permissive.

7.6 Miscellaneous Provisions

- 7.6.1 If the same complaint or substantially the same complaint is made by more than one unit member against one respondent, a group or class action may be initiated. Such grievance shall indicate what other employees are included in the class action. In a class action grievance, only one (1) representative of the class, may process the grievance. At the arbitration level, however, more than one grievant may be released for purposes of serving as a witness provided that the testimony is not cumulative. Class action grievants who are not witnesses shall not be compensated to attend the arbitration.
- 7.6.2 It is the purpose of this grievance procedure to provide redress of grievance under the current Agreement and it is not the purpose of this grievance procedure to provide for changes in the Agreement. Such changes must be undertaken in the negotiation process.
- 7.6.3 Only disputes regarding employer/employee relations matters covered by the specific terms of this Agreement shall be subject to this grievance procedure.
- 7.6.4 The time limits provided in this policy may be extended or reduced by the mutual written agreement of the parties.
- 7.6.5 Unless the time limits are extended or shortened by mutual written agreement among all parties to the grievance, any decision not appealed within the time limits from one level to the next in the grievance policy shall be considered settled on the basis of the last decision not subject to further appeal. If a decision is not given to the aggrieved within the required time limit, an appeal may be taken to the next level.
- 7.6.6 During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be considered as confidential as possible, and any preliminary disposition will not be made public without the agreement of all parties.
- 7.6.7 No reprisals of any kind shall be taken by the District or the Association against any participants in the grievance procedure by reason of such participation.
- 7.6.8 Any unit member may present grievances in accordance with this Article without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the final resolution of the grievance until the Association has received a copy of the grievance and the proposed solution and has been given an opportunity to file a response.
- 7.6.9 Meetings shall be held at a time and place which will afford an opportunity for all persons, entitled to be present, to attend. Participation in such meetings shall be

without loss of pay. Every effort will be made to avoid disrupting classroom instruction.

- 7.6.10 The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities, subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance, except if such order, requirement, etc., should pose an imminent danger to the safety or health of the unit member.
- 7.6.11 A grievance may be withdrawn at any level without establishing precedent.
- 7.6.12 Only the failure of the District to consult shall be subject to this grievance procedure, whenever the obligation to consult is so stated. It is further understood that, unless specifically stated, there is no implied obligation for the District to reach agreement as a result of any "consultation", and, therefore, the outcome of such consultation is not subject to the grievance process.
- 7.6.13 Any record(s) pertaining to a grievance shall be kept in a file separate from the aggrieved's official District personnel file.

ARTICLE 8

HOURS OF EMPLOYMENT

8.1 Work Year

- 8.1.1 The work year shall consist of one hundred eighty-seven (187) days for all unit members during their first year of employment and one hundred eighty-five (185) for all other unit members covered by the terms of this contract except for counselors, whose work year shall be one hundred ninety-two (192) days, with the option of five additional days; and psychologists whose work year shall be one hundred ninety-seven (197) days, and nurses whose work year will be one hundred eighty-five (185) days, with the option of the District requiring an additional ten (10) days at the per diem rate. The two days required for bargaining unit members during their first year of employment shall be compensated at the normal substitute rate.
- 8.1.2 Two staff development days, as defined in Education Code Section 44579-44579.4, are part of the work calendar. The pay for these days is reflected in the current salary schedule. If the State funding for these days is eliminated or reduced below the current level, the work year and the salary schedule will be reduced proportionately. Because the District receives funding for these work days only upon verification of individual teacher attendance, the District may require an

acceptable verification for any sick leave, and personal necessity leave may not be utilized for these days.

- 8.1.3 The last student day shall be a modified day ending after 240 minutes of student attendance. This would also be the last teacher workday. The afternoon work time would be the time for final cleanup and year-end "check-out" procedures.

8.2 Hours of Duty

- 8.2.1 While it is recognized that the professional work day extends beyond the time spent at school, the normal on-site work day shall be 6 1/2 hours exclusive of lunch. Unit members shall be available at their respective work sites for professional preparation, including consultations with parents, students, and co-workers, for an average of 45 minutes each day outside of student class time. The distribution of the 45 minutes before and after class time shall be decided, with staff input at each site, subject to the principal's approval and consistent with 8.2.8.

- 8.2.1.1 As part of the professional work day, unit members are responsible for implementing classroom instructional programs, supervising and providing for the safety of students, counseling and reporting to parents and students on student progress, participating in activities designated to improve professional competency, and participating on school committees designed to review, change, improve, or design educational programs.

- 8.2.1.2 Kindergarten teachers will have 275 minutes of student contact time per day. No additional duties beyond those listed in 8.2.1.1 will be added.

- 8.2.1.3 The determination of how to use this time will be left to the professional judgment of the kindergarten teacher, in collaboration and consultation with the site administrator, based on instructional objectives.

- 8.2.1.4 The sites are directed to include kindergarten teachers in schoolwide activities/events as appropriate and adjust schedules as needed. Non-staggered days will be indicated on the school calendar.

- 8.2.1.5 In cases of emergency, when the district has not been able to obtain the services of a substitute, a kindergarten teacher may be required to substitute at their site and will be compensated at the regular hourly substitute rate.

- 8.2.2 A duty-free lunch period shall be provided by the employer for a period of no less than thirty (30) consecutive minutes. Except during inclement weather, the lunch period will be no shorter in length for each unit member than the students' lunch period at the work-assignment location.

8.2.3 Teachers K-8 may be required to work beyond the workday for the purpose of parent-teacher conferences.

8.2.3.1 K-5 parent/teacher conferences will be held on scheduled modified days.

8.2.3.2 Unit members are also expected to schedule parent/teacher conferences requested by parents on an "as needed" basis, recognizing that such conferences will occasionally be necessary after normal working hours.

8.2.4 All unit members may be required by their principal to attend four (4) group meetings per year, beyond the normal working day, for community relations purposes.

8.2.4.1 The four (4) meetings shall normally include "Back-to-School-Night," "Open House," and two (2) other meetings directly related to the unit member's work assignment (e.g., "department night," advisory committee meetings, musical programs, etc.). Unless otherwise agreed to, neither Back-to-School Night nor Open House shall be on the first or third Thursday of the month.

8.2.5 Teachers may be required, in lieu of one of the meetings above, to attend and assist in the supervision of not more than (1) student activity scheduled after the normal working day (e.g. dances, athletic events, concerts, etc.).

8.2.5.1 The combined total of required meetings and events to be supervised by unit members shall not exceed four (4).

8.2.5.2 No required meeting or event shall be scheduled on a non-work day.

8.2.5.3 The assignment schedule shall be the responsibility of the school principal. Unit member preferences, however, will be given first consideration.

A minimum average of forty-five (45) minutes of unassigned time per day during the regular workday shall be considered preparation time for full-time K-5 classroom teachers.

8.2.6 The regular preparation period for the sixth-seventh-eighth grade teachers shall be equal in length to an instructional period and integrated into the instructional day pattern scheduled at each Middle School. Unit members shall not be required by the principal to substitute during their preparation period more often than two (2) times during a school year. Unit members shall, if asked by the principal, be required to substitute during their preparation period 2 times during the school year. If paid volunteers are not available, unit members may be required to sub a third time and will be reimbursed at one fifth the regular substitute's pay rate. The Association, upon request, may view the substitute callers' log for purposes of

monitoring this contract section. Sixth-seventh-eighth grade special education teachers shall not be required by the principal to substitute during their preparation period more often than one (1) time during a school year.

8.2.7 District-wide Staff Development Collaboration Day Program

UDEA and the District believe that teacher collaboration is a key component of effective schools. Teacher collaboration time provides opportunities for staff to share best practices, coordinate curriculum efforts, and plan activities and staff development designed for improved student achievement. Based upon this philosophy, UDEA and the District agree to pilot a District-wide Staff Development Collaboration Day Program for the next three school years.

8.2.7.1 Middle schools will operate on a late-start Wednesday program.

8.2.7.1.1 Middle School teachers will use the time for Team/Department meetings or preparation for Back-to-School Night and Open House.

8.2.7.2 Elementary schools will operate on an early-release Wednesday program.

8.2.7.2.1 Collaboration days will be planned each month according to a 1 – 3 – 1 model as follows:

- 1st Wednesday – Planned by principal
- 2nd, 3rd, and 4th Wednesdays - Planned collaboratively by unit members
- 5th Wednesday (if it occurs in a given month) – Planned individually by unit members

On the 1st Wednesday of each month, unit members may be required to travel to another site up to three (3) times per school year. On days where unit members are required to travel, the 1st Wednesday meeting shall begin at 1:45 p.m. and not exceed sixty minutes. After the meeting unit members will be released for travel, collaboration, and/or preparation.

Should the principal not utilize their 1st Wednesday of each month, it shall be planned collaboratively by unit members.

8.2.7.2.2

Elementary unit members may use the Wednesday prior to Back-to-School Night and the Wednesday prior to Open House to prepare for these evening events.

- 8.2.7.2.3 In January of 2011, elementary schools shall have the option to discontinue the Staff Development Collaboration Day Program starting with the subsequent school year. A valid vote consists of at least 90% of all elementary unit members. Of that vote, a simple 50% plus one (1) of those voting shall make the decision. If the District discontinues its Staff Development Collaboration Day Program, it will revert to a non-modified day bell schedule.
 - 8.2.7.2.4 Under extenuating circumstances, upon request the building principal may authorize the scheduling of individualized education program team (IEP) and student study team (SST) meetings during collaboration time.
 - 8.2.7.2.5 Kindergarten teachers will participate in one unit members planned collaboration day each month.
 - 8.2.7.2.6 The collaboration day summary shall be completed as part of each certificated collaboration day and submitted to the principal at the end of the day.
- 8.2.8 Authorization to leave the school during the working day for other than job-related duties shall be obtained from the building principal or designee.
- 8.2.9 Unless there are extenuating circumstances, required faculty meetings shall not:
- 8.2.9.1 Exceed one (1) hour beyond the normal workday.
 - 8.2.9.2 Be scheduled on Wednesdays, Thursdays, Fridays, or days prior to school holidays after the normal workday or be held the Tuesday prior to the first Wednesday of the month.
 - 8.2.9.3 Exceed an average of one (1) per week.
 - 8.2.9.4 Be scheduled, whenever possible, without twenty-four (24) hours advanced notice.
- 8.2.10 All unit participants in an I.E.P. meeting shall be consulted regarding scheduling of such meetings prior to the schedule being set.
- 8.2.11 Itinerant support personnel shall not be given yard duty assignments.
- 8.2.12 Shared Staffing
- 8.2.12.1 Shared staffing means the sharing of a single assignment by a unit member and another credentialed member. Normally the assignment is shared on a 50/50 basis. Other configurations may be approved,

however, with the mutual consent of the Superintendent, or his/her designee, and the unit members involved.

8.2.12.2 Acceptance of unit members for a shared-staffing assignment shall be at the discretion of the Superintendent, or his/her designee, and approved by the Board.

8.2.12.3 Each unit member shall assume his/her share of the regularly required duties and responsibilities. Both may be required, at the discretion of their principal, to jointly conference with parents during required parent/teacher conference periods; to attend "Back-to-School-Night" and/or inservice meetings.

8.2.12.4 Collaboration Days

Each unit member shall be required to attend Collaboration meetings. The number of Collaboration meetings a unit member is required to attend shall be determined based upon which of the two models below that is utilized for the shared-staffing assignment:

1) A shared-staffing agreement may be approved where unit members work the number of Collaboration Days that equates to their FTE percentage. In addition to the meetings that are part of the approved shared-staffing calendar, each unit member may be required to attend up to three (3) Collaboration meetings per school year beyond their FTE percentage. Generally, the principal shall give notice of these required meetings 3-4 weeks in advance. For attendance at these additionally required meetings, unit members will receive either: (a) the Supplemental Pay Rate; or (b) will be excused from attending a mutually agreed to future Collaboration meeting.

2) A shared staffing agreement may be approved where one unit member is scheduled to work on all Collaboration Days, and the second unit member is not scheduled to work on any Collaboration Day. The unit member not scheduled on Collaboration Days shall be required to attend the number of Collaboration Day meetings that equates to his/her FTE percentage. No additional compensation will be provided for attendance at these meetings. Unit members who do not normally work on Collaboration Days cannot be required to attend any additional meetings beyond their FTE percentage.

8.2.12.5 A shared-staffing assignment does not affect a unit member's rights granted under the current Employment Agreement.

8.2.12.6 In order to promote the success of the shared-staffing program, the District and UDEA agree to collaborate on activities designed to educate all parties concerned regarding the program. These activities

may include, but are not limited to, an annual jointly sponsored informational meeting designed to describe the criteria, expectations, contractual requirements, etc. of the program, as well as to describe the elements of successful partnership models and allow participants to network.

- 8.2.12.7 The administrative rules and regulations for the purpose of implementing this provision are found in Appendix "B."

ARTICLE 9

COMPENSATION

- 9.1 A one-time stipend, of \$2000, will be paid to each bargaining unit member who was employed as of January 1, 2010. The amount of the stipend will be proportionate to each employee's FTE status in the 2009-2010 school year, i.e. if an employee is an 0.8 FTE employee, the employee would be eligible to receive a stipend of \$1,600. The stipend will be paid as soon as possible following the ratification of this Agreement.

9.1.2 Counselor and Psychologist Pay

The salaries of counselors and psychologists shall be computed by placing each at his/her appropriate base salary step and adding 8.3% for counselors and 17.2% for psychologists. If the unit member is on a career step the dollar difference between that step and Step 11 shall also be added.

9.1.3 Long Term Substitute Pay

- 9.1.3.1 Long Term substitute pay shall be 118.5% of the current daily substitute rate retroactive to the first day of service beginning the twenty-first (21st) day of service in the same assignment, normally without break.

9.1.4 General Provisions of the Salary Schedule

- 9.1.4.1 A maximum of fifteen (15) years credit for experience outside the District shall be granted in placing new unit members on the salary schedule effective with personnel beginning employment after August 30, 1999.

- 9.1.4.2 A year's salary credit will be granted if a unit member is in paid status for at least one hundred thirty-five (135) workdays during any one school year.

- 9.1.4.3 Units earned for salary schedule placement:

- 9.1.4.3.1 Must be completed after the A.B. Degree is granted.
- 9.1.4.3.2 Must be completed in an institution which provides graduate training. Junior college units are accepted if they are transferable to an institution which provided graduate training.
- 9.1.4.3.3 Must earn a grade of "C" or better in the course to receive credit.
- 9.1.4.3.4 Must be directly relevant to the unit member's job responsibility or future responsibilities in the District.
- 9.1.4.3.5 For placement on the BA+75 column, in addition to the above requirements, eight (8) of the units must be earned after July 1, 1998.
- 9.1.4.4 Teachers shall earn additional credit on the salary schedule for participating in District-sponsored workshops which are eligible for credit.
- 9.1.4.5 Except for interns, if the training is done on District paid released time, or if the District pays for the course work, the units are not eligible for salary credit. However, the units will count if the District pays only for the registration fee and the unit member pays for the collegiate credit.
- 9.1.4.6 Credit shall be allowed on the salary schedule for the following year for units earned on or before August 31st. The salary schedule is based on semester units. Quarter units are worth 2/3 (0.666) of a semester unit. Credit will be granted for Continuing Education Units at the rate of 2/3 (0.666) of a semester unit unless indicated otherwise by the granting institution. Verification of these units must be filed in the Personnel Office by August 31st with an official transcript or a Work in Progress form signed by the instructor which will then be verified by an official transcript. It is the unit members' individual responsibility to keep graduate and workshop units up to date in the Personnel Office. Upon request of a unit member, the District will provide a written evaluation of the verified units within ten (10) days of the request.
- 9.1.4.7 Resident teachers supervising student teachers will be paid for the service in addition to their regular contract in the amount actually paid by the contracting college.
- 9.1.4.8 Salary payments on the Basic Salary Schedule shall be issued on the last workday of each month.

- 9.1.4.9 An additional stipend for a Master's and/or Doctoral Degree shall be paid at the rate of \$1800 annually. Payment of advanced degrees is limited to a maximum of one (1) Masters Degree and/or one (1) Doctoral Degree. Such degree(s) must be earned from an accredited institution which provides graduate training.
- 9.1.4.10 An additional stipend of \$1000 will be paid annually to unit members in special education assignments (RSP, SDC, SLP).
- 9.1.4.11 Wages, fringe benefits, leaves, and other benefits shall be prorated at the percentage that the shared-staffing teacher's assignment relates to a full-time assignment.

9.1.5 Supplemental Pay

The Supplemental pay rate will be \$35 per hour.

9.1.6 Science Camp

It is the expectation that fifth grade teachers shall participate in Science Camp. Extenuating circumstances may prevent the unit member from attending, in which case, s/he will be assigned other teaching duties within the District. If a unit member does attend and remains on site overnight, the unit member will receive a stipend of one hundred fifty dollars (\$150) per night in addition to his/her regular salary. Teachers will be trained and expected to administer daily and as-needed medications as defined by Education Code.

9.1.7 Authorized Mileage

Unit members shall be reimbursed, at the rate allowed by the Internal Revenue Service, for the use of personal cars on preauthorized school district business. Such mileage is computed from the place of employment.

9.2 Health and Welfare Benefits

9.2.1 Health Care Insurance

Unit members shall have the option of health insurance plans available through the CalPERS Unequal Health Benefit Program to cover unit members and their eligible dependents subject to the following conditions:

9.2.1.1 Effective September 1, 2004 and each month thereafter, the District shall contribute the minimum amount set by CalPERS Unequal Health Benefit Program per eligible unit member for each month; this amount shall be the basic District contribution for health insurance.

9.2.1.2 Effective July 1, 2010, the District shall contribute, for each eligible

unit member, a supplemental amount annually (12 months) for health and welfare benefits (as described in 9.2.1 through 9.2.6) of the following amounts minus the CalPERS Unequal Health Benefit Program minimum contribution rate in 9.2.1.1 above.

Single	\$7,560
Single +1	\$10,880
Family	\$14,100

9.2.1.3 CalPERS Unequal Health Benefit Program design changes including increases to co-pays or deductibles will be borne by the unit members. Unit Members shall be provided the opportunity of Open Enrollment per CalPERS.

9.2.1.4 To the extent that health plan requirements (Government Health Plan Requirements) adopted by the federal or state government(s) impact the parties' bargained agreement on health care coverage, the parties agree that the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations to address health care coverage.

9.2.2 Retired Employees:

9.2.2.1 Retired Employees: The district agrees to contribute the lesser amount set by Government Code Section 22857(b) of the California Public Employees' Retirement Law per eligible retiree per month for the life of the employee, which for the life of the agreement is the following:

Effective September 1, 2004 and each month thereafter, the District shall contribute a flat amount or percentage of the minimum contribution amount set by CalPERS Unequal Health Benefit Program for retiree health care insurance. UDEA and the District acknowledge that this rate can be changed at any time (usually in January) and will be implemented immediately.

9.2.2.2 The savings generated by unit members who opt out of the CalPERS Unequal Health Benefit Program will be held in a special District fund for the purpose of paying the District contribution to CalPERS Unequal Health Benefit Program for retiree health care insurance. Each January or whenever CalPERS Unequal Health Benefit Program changes the retiree rate, the District shall project its costs to be paid out of the special fund. If necessary, a monthly assessment shall be applied to each unit member in January to pay the retiree obligation.

9.2.2.3 If the District and Association agree to terminate participation in the CalPERS Unequal Health Benefit Program, the District shall have no

further obligation for payment of the basic contribution per retiree.

9.2.3 Dental Care Insurance

The unit member and eligible dependents shall be provided with non-orthodontic dental insurance. The current plan's annual maximum will be \$2,000.

9.2.4 Vision Care Insurance

The unit member and eligible dependents shall be provided with vision care insurance.

9.2.5 Life Insurance

The unit member shall be provided with a decreasing life insurance policy with provisions for accidental death.

9.2.6 Income Protection Insurance

The unit member shall be provided with an income protection policy.

9.2.7 Emotional Health Care

The unit member and eligible dependents shall be provided emotional health care insurance as part of their health insurance plan.

9.2.8 District's Contribution to Health and Welfare Benefits General Provisions

9.2.8.1 Effective July 1, 2010, the District shall contribute, for each eligible unit member, a supplemental amount annually (12 months) for health and welfare benefits of the following amounts minus the CalPERS Unequal Health Benefit Program minimum contribution rate in 9.2.1.1 above.

Single	\$7,560
Single +1	\$10,880
Family	\$14,100

9.2.8.2 Unit members who work less than full time shall be entitled to a District monthly premium payment in direct proportion to the percentage of full-time employment. To receive any of the insurance programs available to full-time unit members, part-time employees sign appropriate payroll deduction forms authorizing the District to deduct from their salary warrants the amount necessary to pay the difference between the District's contribution and the total monthly premium.

- 9.2.8.3 Enrollment cards must be completed by each unit member to initiate or change coverage. This must be done at the time of employment, during the "open period", or for a change in eligibility status. The district shall only be responsible for administering the initiation of changes in coverage.
- 9.2.8.4 The District shall have no responsibility for the interpretation of plans or for the processing of claims.
- 9.2.8.5 The policies, rules and regulations of any insurance carrier subscribed to by the District are not a part of this contract, and challenges to them shall not be subject to the Grievance Procedures of Article 7.
- 9.2.8.6 An alternate plan may be substituted by the District for any benefit specified above, providing the alternative plan provides substantially comparable benefits in the judgment of a joint UDEA/District Benefits Committee. Each party (UDEA and the District) is entitled to a maximum of three (3) members on the Committee. Each party delegates to the Committee the authority to make decisions in their behalf, within the scope of this sub-section. Changes of carriers and/or plans made through the joint committee shall not be subject to the Grievance procedure, Article 7.

9.2.9 I.R.C. Section 125

The parties have agreed to implement an I.R.C. Section 125 Plan to hold part or all of the individual unit members' contributions to their health and welfare package. The purpose of this fund is to allow participating unit members to contribute to their health and welfare benefits, including but not limited to medical reimbursement, elder care and childcare, with pre-tax dollars. This plan will be implemented in accordance with all applicable laws, and will be at no cost to the District.

ARTICLE 10

TRANSFER/REASSIGNMENT

10.1 Transfer of Unit Members

10.1.1 General Provisions

- 10.1.1.1 Transfers shall be based upon the needs of the District in the judgment of the Superintendent or his/her designee. Transfers shall not be punitive or disciplinary in nature, limited only by the guidelines stipulated in this Agreement.

- 10.1.1.2 A teacher has only a vested right to continued employment in the District as a teacher, but does not have a vested right to teach any certain class or subject or to be assigned to any particular school.
- 10.1.1.3 For the purposes of this Article, transfer is defined as a change from one school location to another or a change between an assignment as a classroom teacher and a teaching assignment in a special District program. Transfer does not include the concept of unit members being reassigned to or from positions as counselors or psychologists, reassignment of unit members within a school, or the assignment of specialists (e.g. nurses, speech therapists, resource specialists, psychologists, etc.). In addition, transfer does not include a change in location for a teacher which results from a site change of a special District program (e.g. learning handicapped, resource specialist, extended learning, etc.).
- 10.1.1.4 The District shall post in all school buildings and the District Office, and shall send to the Association, a notice of all known transfer opportunities for the ensuing school year. Such posting shall normally begin in April and continue until the last teacher workday in June. Thereafter, such notices shall be posted on the Personnel bulletin board in the District Office and sent to the Association office.
- 10.1.1.5 Bargaining unit members hired the day before, on, or after the first school day of the year shall be given a minimum of one day of preparation time and a classroom ready for students. Prior to commencement of this one preparation day, the district will have cleaned and prepared the classroom for the use of students.

10.1.2 Voluntary Transfers

- 10.1.2.1 Any teacher may request a voluntary transfer for the ensuing school year.
- 10.1.2.1.1 Such requests are normally submitted between January 2nd and March 31st.
- 10.1.2.1.2 Upon approval and the unit member's acceptance of the transfer, his/her current position becomes available for posting and filling for the ensuing school year.
- 10.1.2.2 Teachers requesting voluntary transfer shall have the same priority for placement as teachers being involuntarily transferred. The provisions of 10.1.3.6 shall not apply, however.

- 10.1.2.3 Requests for voluntary transfer consideration shall be made on the appropriate District form for this purpose.
- 10.1.2.4 With the consent of the two (2) principals involved and the Superintendent or designee, any two (2) classroom teachers of the unit in different buildings may choose to exchange work assignment locations. Such requests shall be considered only after any necessary involuntary transfers have been designated in the spring at the school(s) involved.

10.1.3 Voluntary Summer Transfers

- 10.1.3.1 On or before the last day classes are in session, bargaining unit members may apply for a voluntary transfer to a position that becomes available between the last day of the school year and the opening of school the following fall. To apply for the transfer, the employee shall complete and submit the Summer Transfer Form requesting a voluntary transfer to the Human Resources Department. In completing the form, the employee shall only be able to request: (a) up to three specific assignments; (b) a specific grade level at any site; or (c) an assignment to any school or site. Additionally, the employee must provide his/her summer contact information including his/her e-mail address and telephone number where the employee may be reached.
- 10.1.3.2 The posting period for vacancies shall be: (a) five (5) days during June; (b) three (3) days during July; and (c) two (2) days during August.
- 10.1.3.3 The District shall simultaneously post, internally and externally, any vacancies. Bargaining unit members who have completed the form pursuant to 10.1.3.1 shall be contacted and given priority consideration for the vacant position if he/she responds within the applicable posting period pursuant to 10.1.3.2.
- 10.1.3.4 If the bargaining unit member who has completed a form pursuant to 10.1.3.1 expresses interest in the position, and the District approves the transfer request, the opening created by the resulting transfer shall be posted immediately. The District shall continue to repeat the process set forth in 10.1.3.2 through 10.1.3.4 until all positions are filled.
- 10.1.3.5 For purposes of this Section only, days shall be defined to exclude weekends and holidays.

10.1.4 Involuntary Transfers

- 10.1.4.1 An involuntary transfer is a transfer that has been requested by the District without having been initiated by the employee involved.
- 10.1.4.2 An involuntary transfer may be made for: (a) complete or partial school closure, (b) a reduction in the number of classes, (c) change in or reduction of a service or educational program.
- 10.1.4.3 Upon a unit member's being notified that an involuntary transfer is being initiated, he/she shall have, upon his/her request, reasons stated in writing as to why the transfer has been initiated.
- 10.1.4.4 If an involuntary transfer is made after classes are in session, up to four (4) working days without classroom teaching duties will be provided, upon request, for moving and preparation time if no change of grade level is involved. Up to five (5) workdays will be provided where a change in grade level does result.
- The District agrees to provide logistical assistance to the teacher who must move due to involuntary transfer.
- 10.1.4.5 When determining which unit member shall be involuntarily transferred, all the following criteria shall be taken into consideration: credential, professional preparation, experience, the instructional needs within a school, teacher preference, and seniority.
- 10.1.4.6 Any certificated unit member given an involuntary transfer shall not be given a similar transfer for a minimum of two (2) years without his/her consent unless mandated by the closure of a school or the elimination of a service or educational program.

10.1.5 Administrative Transfer

- 10.1.5.1 An administrative transfer may be made when the Superintendent or designee makes a documented determination that a special circumstance exists. This transfer will not be invoked in an arbitrary or capricious manner.
- 10.1.5.2 An administrative transfer may be made when the Superintendent or designee makes a documented determination with due process that an extenuating circumstance exists affecting the welfare of a unit member and/or District. This transfer will not be invoked in an arbitrary or capricious manner.
- 10.1.5.3 Upon a unit member's being notified that an administrative transfer is being initiated, he/she shall have, upon request, reasons stated in writing as to why the transfer has been initiated.

10.1.5.4 When an administrative transfer is made, 10.1.3.4 and 10.1.3.6 shall apply.

10.2 Reassignment

10.2.1 A reassignment is defined as a change, within a unit member's school, of his/her subject area, grade level, or assigned classroom. This reassignment will not be invoked in an arbitrary or capricious manner.

10.2.2 If a teacher is reassigned within his/her school after classes are in session, two (2) days without classroom teaching duties will be provided upon request, for preparation time, except for a change from a combination class to a single level class of that combination.

The District agrees to provide logistical assistance to the teacher who must move due to reassignment.

10.2.3 Unit members returning to active duty from sabbatical or unpaid leaves (for whom no substitute/"temporary" was specifically designated) shall be given an opportunity for assignment after transferring unit members have been first given such opportunity and before new hires.

10.3 Program Relocation

10.3.1 Definitions

10.3.1.1 A District Program, for purposes of this Section only, is defined as the delivery of specialized instruction and services to identified students at a designated site. A District Program may serve students from multiple schools within the District. Examples of such Programs include, but are not limited to, Opportunity, SDC, Preschool, and GATE.

10.3.1.2 A Program Relocation is defined as a move of a District Program, which results in services to students being delivered at a different site.

10.3.2 A unit member subject to a Program Relocation shall have, upon his/her request, the reasons stated in writing as to why the relocation was initiated.

10.3.3 Upon request, a bargaining unit member subject to a Program Relocation may choose one of the following for moving and preparation time:

- a) up to four (4) working days at the substitute rate of pay;
- b) up to four (4) working days without classroom teaching duties, or
- c) a combination of (a) and (b) that does not exceed four days.

Upon request, a bargaining unit member subject to a Program Relocation involving a change in grade level shall receive one additional day for moving and preparation time.

- 10.3.4 The District agrees to provide logistical assistance to the teacher who is being moved due to a Program Relocation.

ARTICLE 11

SAFETY

- 11.1 The District will make every effort to ensure safe working conditions. Unit members shall not be required to work in unsafe conditions or to perform physical tasks that endanger their health. (The district may require medical documentation.) It is the responsibility of each unit member to report unsafe or physically hazardous conditions to the immediate supervisor. Such reports shall be submitted in writing.
- 11.2 Unit members who routinely come into direct contact with a student with documented evidence of violent acts or weapons possession, shall be informed of that student's previous record consistent with applicable law.
- 11.3 The District shall give assistance and advice to any unit member verbally or physically (pursuant to the Education Code 48900 language) assaulted while in the discharge of his/her duties. An assault shall be defined, as in the penal code, as an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another.
- 11.4 A unit member may use such reasonable force as is necessary to protect himself/herself from physical attack or to prevent injury to another person while in the pursuit of his/her duties.
- 11.5 Any case of assault shall be promptly reported to the unit member's immediate supervisor who shall immediately report the incident to the appropriate law enforcement agency. Such unit member then shall submit a complete written report of the incident to the District.
- 11.6 When absence arises out of or from such assault or injury, the terms and conditions of the Workers' Compensation Insurance shall apply.
- 11.7 A plan for communicating emergencies from each classroom to the school office shall be developed collectively at each school site as part of the school emergency plan. The plan shall be reduced to writing and a copy given to each unit member and to the District personnel office.

ARTICLE 12

CLASS SIZE

12.1 The District Staffing Ratio

12.1.1 The District staffing ratio for the regular classroom program is 29.5 to 1 for K-5 schools.

12.1.1.1 In computing the number of classroom teachers at each K-5 school, the number of students is divided by 29.5 and the result rounded off to the nearest whole number of teachers. Should the fractional number of teachers equal .5 or more for three (3) consecutive weeks, an additional teacher shall be assigned to that school.

12.1.2 The number of classroom teachers assigned at the Middle (6-8) Schools for the ensuing school year shall be on the basis of one (1) teacher for each thirty (30) students, exclusive of preparation periods, Support Personnel, Special Education teachers, and Counselor.

12.1.2.1 The District shall plan class size in academic classes (Language Arts, Core, Science and Mathematics), with the exception of accelerated classes, at not more than thirty-two (32) students per section per teacher, whenever possible.

12.1.2.2 The District may designate up to three periods per day at each Middle School for duties which are not directly instructional and which affect the staffing ratios.

12.1.2.3 Should a Middle School teacher as set forth in 12.1.2, exceed 156 student contacts per teacher per day for more than fifteen (15) consecutive instructional days of the school year, then the teacher will be eligible to receive \$1.00 per day per student over the 156 student contacts per teacher per day. Teachers of Physical Education classes, Band classes, and/or Vocal Music classes (e.g. choir, chorus) are not eligible to receive the \$1.00 per day stipend if they have more than 156 student contacts per day.

12.1.2.4 Should a Middle School Laboratory (Science and Cooking) class teacher, exceed a student to teacher ratio of 31:1 for more than fifteen consecutive instructional days of the school year, then the teacher will be eligible to receive \$2.00 per day per student over the 31:1 student teacher ratio.

12.4 The Principal at each K-5 school will consult with the staff in the spring in determining the grade-level configuration for the ensuing school year. Every effort will be made to keep grades K and 1 pupil/teacher ratios as low as possible.

12.5 A principal shall, upon request, consult with any of his/her teachers at any time during the school year whenever the requesting unit member(s) believe a significant disparity exists between class sizes within the school.

12.6 Any K-5 multi-graded class shall not exist beyond an enrollment of twenty-nine (29) students without the consent of the teacher in consultation with the Association.

12.7 The administrator to whom each specialist is directly responsible will consult with the individual specialist relative to this particular case load and/or schedule.

12.8 Class Size Provisions for Grades 4-5

Teachers in grades 4-5 who exceed a class size of thirty (30) for more than fifteen (15) consecutive instructional days of the school year will be eligible for \$3.00 per day per student over the 30, an additional \$4.00 per day per student over 31, and an additional \$5.00 per day per student over 32.

12.9 K-5 Release Days

12.9.1 All unit members in grades K-3 shall be entitled to three release days per year for the purposes of assessment and report card preparation.

12.9.2 All unit members in grades 4-5 shall be entitled to one release day per quarter.

12.9.3 All unit members in grades 4-5 shall also be entitled to additional release day(s) in conjunction with each parent teacher conference as follows:

- a. for classes up to 30 pupils -- two one-half days;
- b. for classes with 31-33 pupils -- four one-half days.

12.9.4 A 4/5 Release Day is defined as “a teacher released from classroom instruction to perform professional activities such as, but not limited to, grading, scoring, gathering materials, lesson plans, research, and collaboration,” and shall only be used in accordance with professional activities.

12.9.5 4/5 teachers may take release days in one-half day increments. Upon advance notice to the school site administrator, one-half of a work-day may be taken as one of the above release days at an alternative location to the school site. If a plan is jointly devised based upon mutual agreement, by the site administrator and the teacher, under extraordinary circumstances 4/5 teachers may work at an alternative location for a full release day.

12.10 When SDC (mild/moderate or moderate /severe) students are mainstreamed in a regular classroom for 240 or more minutes, collectively or individually, they will be counted for compensation purposes as per section 12.8, and teachers will receive released days as per section 12.9.

- 12.11 Unit members serving in the below positions whose pupil caseload exceeds the below listed maximum under an appropriate waiver for fifteen (15) instructional days will be eligible for the following:
- a. for RSP caseloads greater than 28 pupils -- \$3.00 per day per student over 28, an additional \$4.00 per day per student over 29, and an additional \$5.00 per day per pupil over 30.
 - b. for Mild/Moderate SDC caseloads greater than 12 -- \$3.00 per day per student over 12, an additional \$4.00 per day per student over 13, and an additional \$5.00 per day per pupil over 14.
 - c. for Speech Therapy caseloads greater than 55 -- \$2.00 per each student over 55.
 - d. for Moderate/Severe SDC caseloads greater than 10 -- \$3.00 per day per student over 10, an additional \$4.00 per student over 11, and an additional \$5.00 per day per pupil over 12.
- 12.12 The site administrator and the individual RSP or SDC teacher will jointly devise a plan of released time for pupil testing and IEP preparation.
- 12.13 Unit members in RS, SDC, and SLP programs shall be entitled to one half-day release time per quarter for updating IEPs and quarterly reports.

ARTICLE 13

EVALUATION OF UNIT MEMBERS

- 13.1 The District believes the purpose of certificated evaluation is to enhance student learning through improved instructional performance.
- 13.2 Frequency of Evaluation
- 13.2.1 The administrator to whom the unit member is directly responsible, or his/her designee, shall be responsible for the unit member's evaluation. No Instructional Aide or other bargaining unit member shall participate in the evaluation of a unit member.
 - 13.2.2 Each probationary and/or temporary unit member shall be evaluated on a continuing basis. A formal evaluation for these unit members shall be completed each school year. Formal observations shall be completed on or before December 1 and on or before March 1.

13.2.3 Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members performing satisfactorily shall be formally evaluated at least once every other school year. Permanent unit members receiving an overall unsatisfactory evaluation must participate in the Peer Assistance Program (Section 16)

13.2.4 Permanent employees with 5 years experience in the District and satisfactory evaluation may participate in an alternative evaluation by mutual agreement with their administrator.

13.2.5 California Education Code section 44664(a) (3) provides that an evaluation shall be conducted at least every 5 years for personnel with permanent status who have been employed for at least 10 years with the school district, are highly qualified as defined in U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and the certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at anytime. If section 44664(a) (3) is repealed or revised this section shall be deleted and reopened by either party.

13.3 Areas of Evaluation

13.3.1 The District shall evaluate and assess certificated unit member performance as it reasonably relates to: (1) the progress of students toward the Governing Board's established standards of expected pupil achievement at each grade level in each area of study, and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments; (2) the establishment and maintenance of suitable learning environment within the scope of the unit member's responsibilities; (3) the unit member's adherence to curricular objectives; and (4) the instructional techniques and strategies used by the unit member.

13.3.2 Non-instructional unit members shall be evaluated by their immediate supervisor or designee on the fulfillment of duties as defined in their job descriptions. Upon request, unit members will be provided a copy of their job description.

13.3.3 The evaluation and assessment of unit member's performance pursuant to this Article shall not include the use of publisher's norms established by standardized tests.

13.4 Notice to Unit Members

13.4.1 No later than October 1 of the year in which the formal or informal evaluation is to take place; the District shall give unit members a copy of the evaluation procedures, the criteria upon which the evaluation is to be based, and the identity of their evaluator. Teachers new to the District may be required to attend up to 5 hours of District education and training.

13.5 Pre-Conference and Evaluation Plan

13.5.1 No later than October 15, the unit member and the evaluator will arrive at agreement on the standards of performance and activities to be achieved during the evaluation period based on areas derived from the CSTP listed in section 13.3.1.

13.5.1.1 When agreement upon objectives and activities cannot be reached between the unit member and the evaluator at the school level, the matter will be referred to the Superintendent or his/her designee for resolution.

13.5.2 The unit member and evaluator shall meet to develop an individual learning plan. Pre-observation conferences, post-observation conferences and the Formal Certificated Instructional Evaluation Summary shall be scheduled appropriately. For temporary, probationary, and PAR unit members, the first formal observation shall be conducted no later than December 1.

13.5.3 By mutual agreement, an alternative evaluation plan may be designed by the evaluator and the evaluatee. The District-wide approved alternative options include (1) individual growth activities, (2) educational team growth activities, (3) educational research, (4) project portfolio, and (5) national board certification. The alternative evaluation plan shall be submitted by October 15 and approved or declined no later than November 1.

13.5.4 A conference may be requested by either party and objectives and activities may be revised by the mutual agreement of the evaluator and unit member. If the evaluator and the unit member cannot agree upon revisions related to the previously agreed upon objectives and activities at the local school level, the matter will be referred to the Superintendent or his/her designee for resolution.

13.5.5 In the event a unit member's assignment is changed during the school year, a conference will be held to review and to revise the objectives and activities of that unit member if necessary. If the evaluator and the unit member cannot agree at the school level on the revisions related to the objectives and activities, the matter will be referred to the Superintendent or his/her designee for resolution.

13.6 Classroom Observations/Post Observation Conferences

13.6.1 Each evaluation plan shall include a minimum of two (2) formal classroom observations, and each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to first observations, the District shall give the unit member at least two (2) days notice. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post observation conference. Should the classroom observation be unsatisfactory at any time, there shall be a post observation conference in which recommendations for improvement are provided to the unit member.

13.6.2 With agreement of both the unit member and the evaluator, the number of formal observations may be reduced from two (2) to one (1).

13.7 Formal Evaluation Summary

13.7.1 All final evaluation conferences for second year unit members shall be completed by March 1.

13.7.2 Prior to April 30th, a written evaluation and conference will be completed for all other unit members being evaluated, and a copy of the written evaluation shall be filed in the District Personnel Office.

13.7.3 The unit member may initiate a written reaction or response to the evaluation to be filed with the evaluation. When a letter of response is to be attached to the final evaluation by the unit member, it shall be submitted to the evaluator within five (5) working days after the final evaluation.

13.7.4 The substance of unit member evaluations is not subject to the grievance procedure. However, the evaluation procedures are subject to the grievance process.

13.8 Unsatisfactory Evaluation of Unit Member

13.8.1.1 If a unit member is given a “Progress Not Evident” or “Unsatisfactory,” the District must include the following on the Certificated Performance Improvement Plan:

13.8.1.2 List of duties performed in an unsatisfactory manner below District standards;

13.8.1.3 Description of improvement required, and program/people available to provide assistance;

13.8.1.4 A time period for demonstrating improvement; and

13.8.1.5 A description of methods used to measure improvement.

13.8.2 The district shall provide the unit member with an improvement plan to address the above issues. The unit member is responsible for demonstrating application of target behavior. Merely completing improvement activities may not demonstrate successful performance of target behavior.

13.8.3 The final evaluation with the letter of response shall be immediately forwarded to the District Personnel Office. Confirmation of having received the unit member’s written response or reaction to his/her evaluation by the Personnel Office shall be made to the employee.

- 13.8.4 A unit member who fails to perform satisfactorily or demonstrate the target behavior required by Section 13.8.2, may be given a rating of “Unsatisfactory” on the Formal Certificated Instructional Evaluation Summary. If a unit member is rated “Unsatisfactory” on the Formal Certificated Instructional Evaluation Summary, the evaluator shall hold a conference with the unit member to issue a Formal Certificated Instructional Evaluation Summary. The unit member shall be notified of the right to have an Association representative present at the meeting.
- 13.8.5 Any permanent unit member with an overall rating of “Unsatisfactory” must participate in the Peer Assistance Program as defined in Article 16.
- 13.8.6 Dismissal and/or suspension of permanent unit members shall follow the standards and procedures contained in Education Code Sections 44932 through 44945. Non-reelection of probationary unit members shall follow the standards and procedures contained in Education Code Section 44929.21.
- 13.9 The time lines described in this article shall be appropriately modified for a teacher whose assignment is for one (1) semester only. The time lines may be extended by agreement between the evaluator and unit member if there are extenuating circumstances such as extended illness of either party.

13.10 Personnel Files

- 13.10.1 The personnel file(s) shall be the official District repository for certificated evaluation records. A working file to contain observations and evaluations may also be kept in the building administrator's office. The same provisions pertaining to the official file in the Personnel Office shall apply.
- 13.10.2 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for inspection of the personnel involved.
- 13.10.3 Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with promotional examination.
- 13.10.4 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.
- 13.10.5 Information of a derogatory nature, except material mentioned in 13.10.3 of this Article, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business

hours, and the unit member shall be released from duty for this purpose without salary reduction.

13.10.6 The District shall keep a log indicating any non-management persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or his/her authorized Association representative.

13.11 Public Charges

No public charge or complaint shall be considered in evaluating a unit member without the unit member having knowledge of the charge or complaint and an opportunity to discuss the matter with the evaluator.

13.12 Personal Freedom

The personal life of an employee shall not be a subject to be considered in the evaluation except as it relates directly to his/her work responsibilities.

13.13 Program Objectives - Special Education

The administrator who has the responsibility for a support program will consult with the specialists in that program regarding the utilization of staff and the establishment of program objectives.

ARTICLE 14

LEAVES OF ABSENCE

14.1 General Provisions

14.1.1 Members of immediate family:

14.1.1.1 As defined for Bereavement and Personal Necessity Leave purposes, immediate family means the mother, father, grandmother, grandfather, or a grandchild of the unit member or the spouse of the unit member; the spouse, son, daughter, foster child, son-in-law, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the unit member; or any person living in the immediate household of the unit member.

14.1.1.2 As defined for Illness in the Immediate Family Leave, immediate family shall mean the spouse, child, or parent; or any person living in the immediate household of the unit member.

- 14.1.1.3 As defined for Personal Business Leave, shall mean the son, daughter, or any relative living in the immediate household of the unit member.
- 14.1.2 Whenever possible, a unit member must notify the District as soon as the need to be absent is known, normally not less than two (2) hours prior to the start of the workday.
- 14.1.3 The District may request additional verification of an absence. The District shall indicate in the request the reason(s) for requesting additional verification.
- 14.1.4 A unit member who is absent for one-half day or less shall have deducted one-half day from the entitled leave; and if the absence exceeds one-half day, a full day shall be deducted.
- 14.1.5 A unit member shall not be allowed to return to work and shall be placed on leave without pay:
 - a. if the unit member does not notify the District of his/her intent to return before student dismissal on the school day before the intended return date, and
 - b. if such failure results in a substitute being secured,
 - c. unless there is a break of four (4) or more calendar days before the next following school day.

14.2 Personal Illness or Injury Leave (Sick Leave)

- 14.2.1 Each full-time unit member shall be allowed ten (10) days leave per year with full pay for absence due to personal illness or injury. Unit members who work less than full time shall be allowed that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time employee in a comparable position.
- 14.2.2 If a unit member does not use the full amount of leave authorized in "14.2.1" above in any school year, the amount not used shall be accumulated from year to year.
- 14.2.3 After all earned sick leave days at full pay have been used, additional non-accumulated leave shall be granted for absence due to illness or injury for a period not to exceed five (5) school months. This non-accumulated leave shall commence following the exhaustion of all accumulated sick leave provided for in subsection 14.2.1 above. If a substitute is employed to fill the position during the leave, the amount necessary to pay the substitute, based on the substitute salary schedule, shall be deducted from the unit member's salary. If no substitute is employed to fill the position during the leave, the amount which would have been necessary to pay a substitute, based on the substitute salary schedule, shall be deducted from the unit member's salary.

- 14.2.4 An employee shall receive only one five month period as described in subsection 14.2.3 per illness or accident. However, if the school year ends before the exhaustion of the five month period, the employee may use the balance of said leave in a subsequent school year.
- 14.2.5 Upon request by District management, a unit member shall be required to present a medical doctor's certificate verifying the personal injury or illness and/or a medical authorization to return to work. The District shall indicate in the request the reason(s) for the requesting additional verification.

14.3 Illness in Immediate Family Leave

- 14.3.1 Leave shall be granted for sudden or unexpected illness or injury of a member of the immediate family; for major surgery for a member of the immediate family; or the birth of a baby to the wife of a unit member.
- 14.3.2 A unit member may take up to six (6) days in any one school year without loss of pay or sick leave. This leave shall not be cumulative.

14.4 Industrial Accident and Illness Leave

- 14.4.1 The benefits provided by the Workers' Compensation laws of this state and these rules and regulations shall be applicable to all unit members commencing on the first day of absence.
- 14.4.2 The accident or illness must have arisen out of and in the course of the employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the insurer.
- 14.4.3 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 unit member would otherwise have been performing work for the District in any open fiscal year for the same accident.
- 14.4.4 When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her Workers' Compensation under Division 4 or Division 4.5 of the Labor Code, will result in payment to him/her of not more than his/her full salary.
- 14.4.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- 14.4.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that

amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

- 14.4.7 During any paid leave of absence, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this State. The District, in turn shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 14.4.8 Any unit member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
- 14.4.9 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave and his/her absence for such purposes shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive Workers' Compensation it will result in payment to him/her of not more than his/her full salary.

14.5 Disability Leave

- 14.5.1 Any unit member actively serving who anticipates undergoing a state of disability such as, but not limited to, pregnancy, necessary surgery, hospital confinement, or medical treatment, etc., shall apply for a leave of absence based upon said anticipated disability in accordance with the provisions herein whenever the disability will occur during a scheduled work period.
- 14.5.2 Unit members who anticipate a disability which will occur during a non-work period (e.g. when school is closed in December, spring, or in the summer) need not request leave but shall comply with provision 14.5.4.2 below.
- 14.5.3 Such disability leave shall be charged to the sick leave account of the unit member and subject to all the rules and regulations applicable under Section 14.2.
- 14.5.4 Provisions related to requests for disability leave:
 - 14.5.4.1 In order to qualify, a unit member anticipating disability shall file a statement (District form) with the Personnel Office stating the nature of and anticipated period (dates) of disability with the physician's verification portion completed.
 - 14.5.4.2 Any unit member who desires to continue in the performance of duties during the period prior to the expected disability shall be permitted to do so provided his/her physician states in writing that said unit member is physically capable of continuing to perform his/her duties up to the date requested for the leave to commence.

- 14.5.4.3 Should there be any question as to the medical condition of a unit member, the Board reserves the right to require an examination by a District-selected physician, at District expense, for the purpose of securing a second medical opinion regarding the unit member's ability to perform required duties.
- 14.5.4.4 Should the opinions of the unit member's physician and the District-selected physician conflict, then the unit member and the Board shall mutually agree upon examination by an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity in the performance of normal duties. If the unit member and the Board cannot agree upon the impartial third physician, such appointment shall be made by the County Medical Society. The expense of any examination by an impartial third physician shall be equally shared by the unit member and the District.
- 14.5.4.5 Ordinarily, a unit member who has undergone hospital confinement shall be expected to resume his/her duties within fifteen (15) calendar days of the date of discharge from the hospital. In the case of childbirth a unit member would normally be expected to resume her duties within six (6) weeks from the date of her child's birth.
- 14.5.4.6 A physician's statement is required upon return from disability leave stating that the unit member is able to resume all his/her normal duties and responsibilities. The provisions of paragraph 14.5.4.3 above are applicable.
- 14.5.4.7 Requests for extensions or reductions of the specified dates in 14.5.4.1 above shall also be verified by a physician's statement.
- 14.5.4.8 Where the disability leave is for pregnancy reasons, pregnant unit members applying for leave under provisions of this section may simultaneously apply for an unpaid leave in accordance with the provisions of that section of Article 14.

14.6 STRS Disability Allowance: Leave

A leave of absence shall be granted to any certificated unit member who has applied for disability allowance, not to exceed thirty (30) days beyond final determination of the disability allowance by the State Teachers' Retirement System. If the unit member is determined to be eligible for the disability allowance by the system, such leave shall be extended for the term of disability, but not more than thirty-nine (39) months from the date of approval of the disability allowance. Such leave is unpaid.

14.7 Personal Necessity Leave

- 14.7.1 Unit members may elect to use accumulated sick leave in cases of personal necessity, not to exceed ten (10) days in any school year.
- 14.7.2 Personal Necessity Leave is intended for an event or activity out of the ordinary in which the circumstances are beyond the control of the individual, or private in nature. The intent of the parties is that these days shall not be used for vacation or recreational activities. Circumstances or events include, but are not limited to:
- 14.7.2.1 Death or serious illness of a member of his/her immediate family.
 - 14.7.2.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
 - 14.7.2.3 Death of a relative with whom the employee had a very close relationship.
 - 14.7.2.4 Graduation or wedding ceremonies of members of the immediate family.
 - 14.7.2.5 A maximum of two (2) days for job hunting if a Reduction in Force (RIF) notice of non-reemployment is received.
- 14.7.3 Requests for Personal Necessity Leave are to be made to the Personnel Office on the appropriate District form. The nature of the reason for the request may be indicated or marked private. No more than 3 days per year may be designated as private.
- 14.7.4 Advance notification to the District is required, except for the events described in 14.7.2.1-3 above.

14.8 Personal Business Leave

- 14.8.1 Personal business is defined as business of an urgent or unusual nature which cannot be taken care of outside normal working hours. Included, but not limited to, are such activities as appearance in Court as a litigant; real estate transactions; emergency home or vehicle repairs; attending graduation or wedding ceremonies; etc. Excluded, but not limited to, are such activities as vacation or recreational activities, employee or civic organizational activities; political activities; social activities, etc.
- 14.8.2 District approval is required, normally in advance. Requests are to be made on the appropriate District form and sent to the Personnel Office
- 14.8.3 Three (3) days per year shall be the maximum approved. The amount necessary to pay for a substitute shall be deducted from the employee's salary based upon the

substitute salary schedule, whether a substitute is required or not. All parties shall contribute their respective percentages to STRS *only if it is pro rata*.

14.9 Personal Unpaid Leave

14.9.1 Leave may be approved without compensation for reasons not specified under other leave provisions of this Agreement for a period of up to one (1) year. Included, but not limited to, are such reasons as health, child rearing, foreign service, alternative career opportunities, etc.

14.9.2 Advance approval is required. Requests are to be made on the appropriate District form and submitted to the Personnel Office.

14.9.2.1 Leave taken without prior approval shall be considered unauthorized absence.

14.9.3 A unit member's daily rate of pay shall be deducted for each day of short-term unpaid leave (one (1) day to two (2) weeks, normally). Fringe benefit coverage continues.

14.9.4 Unit members on long-term unpaid leaves, not entitled to paid fringe benefits, shall have the option to continue participation in the District insurance programs (e.g. dental, health, etc.); provided such coverage is not restricted by the insurance carrier and that the employee reimburses the District for the current group premiums. Such payment shall be in advance on a monthly basis.

14.9.5 Individuals on leave under this section shall notify the District of their intent to return by March 1.

14.10 Sabbatical Leave

14.10.1 Number of leaves

14.10.1.1 The number of unit members within the unit on leave during any one school year shall not exceed one percent (1%) of the total number of certificated positions filled by unit members.

14.10.1.2 The Board reserves, however, the right to determine the number of leaves to be granted and of final selection based upon the benefits to the educational process, and the financial priorities of the District.

14.10.2 Manner and Conditions of Compensation

14.10.2.1 The compensation for an employee on Sabbatical Leave shall be one-half of the compensation the employee would have received had he/she remained in the active service of the District.

14.10.2.2 Every employee being granted a Sabbatical shall agree in writing to render a period of service to the District following his/her return from the Sabbatical which is equal to twice the period of the leave or restore to the District all compensation received while on leave.

14.10.3 Qualifications

14.10.3.1 An employee is eligible to apply who has served the District at least seven (7) consecutive years.

14.10.3.2 Not more than one such leave shall be granted to any employee in each seven (7) consecutive year period. Qualifying prior service will be considered as serving at least seventy-five percent (75%) of each year's days during the required prior service period.

14.10.4 Application

14.10.4.1 All applications for Sabbatical Leave shall be submitted to the District in writing by December 1st of the school year immediately preceding the year for which the leave is being requested.

14.10.4.2 The application shall outline the specific plans for the leave and shall state how the applicant feels the leave will benefit the educational process.

14.10.4.3 All applicants shall be notified of the standing of their leave by the District no later than the last day of March in the year immediately preceding the year for which the leave has been requested.

14.10.4.4 Any changes in a successful candidate's Sabbatical plans either prior to or during the leave must be approved by the District. The recipient will notify the District of any such changes within fourteen (14) calendar days of their being known to the recipient.

14.10.5 Length of Sabbatical Leave

14.10.5.1 Leaves will be granted for a maximum of one (1) school year for study or travel that will be of benefit to the students and Union School District.

14.10.5.2 The Governing Board may provide, upon the applicant's request, that Sabbaticals be taken in separate semesters provided that the leave of absence be commenced and completed within a three (3) year period.

14.10.6 Additional Conditions

- 14.10.6.1 Should the leave agreement be interrupted by accident or illness during the leave, this fact will not constitute a breach of the conditions of such leave or prejudice the teacher against receiving all the rights and benefits provided under the terms of the leave, providing the Superintendent or his/her designee is notified, under normal conditions, within fourteen (14) calendar days after the occurrence.
- 14.10.6.2 Sabbatical Leave shall count as a year of experience on the salary schedule and shall be considered as time in service in the District for retirement purposes. Retirement deductions shall be made in proportion to the salary received.
- 14.10.6.3 The period of the Sabbatical Leave shall not be included as service in computing the seven (7) consecutive years of service to the District.
- 14.10.6.4 In the event that the unit member fails to comply with the Sabbatical Leave plan or any condition of this policy without the approval of the Board or their representatives, he/she may be subject to cancellation of the remaining portion of the Sabbatical Leave and/or reimbursement of any compensation or benefits paid by the District.

14.11 Inservice Leave

- 14.11.1 Leave may be granted without loss of pay at the discretion of the employer for the improvement of a unit member's classroom performance. Examples of such leave include classroom visitations, conference or workshop attendance. Travel expenses may be allowed.
- 14.11.2 Each principal shall inform his/her staff of the number of inservice leave days budgeted for his/her school.
- 14.11.3 Requests for inservice leave shall be made through the building principal. Denial of leave requests shall be given in writing, upon request.

14.12 Military Leave

- 14.12.1 Sections 295 and 305.4 of the Military and Veterans Code shall determine this District's provisions on military leave.
- 14.12.2 Unit members who are members of any reserve corps of the armed forces of the United States shall be granted leave and pay as is provided in the Military and Veterans Code.

14.13 Judicial Leave

14.13.1 The District shall grant leave of absence to employees to appear as a witness in court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.

14.13.2 Such leave may be granted with pay to the difference between the unit member's regular earnings and amount he/she receives for jury or witness fees exclusive of mileage allowance.

14.14 Bereavement Leave

14.14.1 A unit member will be granted a maximum of three (3) days of paid leave, or five (5) days of paid leave if out of state travel or more than two hundred (200) miles of one way travel in state is required, in the event of the death of a member of the immediate family. To determine eligibility for in state, five days paid leave, a circle with its center at the Union School District office and with a radius of 200 straight line, statute miles will be drawn on a map.

14.14.2 No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from leave granted by other sections of this Agreement.

14.15 Family and Medical Leave

The District will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted.

14.15.1 Employee Eligibility

To be eligible for family and medical leave benefits, unit members must: (1) have worked for the District for a total of at least 12 months; and (2) have worked at least 1,250 hours over the previous 12 months or, for instructional employees, have been employed as a 1.0 FTE over the previous twelve months;

14.15.2 Definitions

14.15.2.1 “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian, but does not include parent-in-law.

14.15.2.2 “Child” means a biological, adopted or a foster son or daughter, a step-son or a step-daughter, a grandchild, a legal ward or a son or daughter of a person standing in loco parentis (long-term) who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

- 14.15.2.3 A covered “servicemember” is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- 14.15.2.4 “Next of kin” is defined as means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

14.15.3 FMLA Leave may be used for one of the following reasons:

- 14.15.3.1 the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (“Bonding Leave”);
- 14.15.3.2 to care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition (“Family Care Leave”);
- 14.15.3.3 an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);
- 14.15.3.4 a “qualifying exigency,” as defined under the FMLA, for military operations arising out of a spouse’s, child’s, or parent’s active duty or call to active duty as a member of the military reserves or National Guard in support of a “contingency operation” declared by the U.S. Secretary of Defense, President or Congress, as required by law (“Military Emergency Leave”); or
- 14.15.3.5 to care for a spouse, child, parent or next of kin (as defined under the FMLA)—who is an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties (“Military Caregiver Leave”).

14.15.4 Leave Available

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. A 12-month period begins on the date of your first use of FMLA Leave. Successive 12-month periods commence on the date of your first

use of such leave after the preceding 12-month period has ended. There is no carry-over of unused family leave from one twelve month period to the next twelve-month period.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of your first use of such leave and ends 12 months after that date.

- 14.15.4.1 a “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s active duty or call to active duty in a foreign country as a member of the military reserves, National Guard or Armed Forces (“Military Emergency Leave”); or
- 14.15.4.2 to care for a spouse, child, parent or next of kin (nearest blood relative) who is: (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released there from under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs) and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran (“Military Caregiver Leave”).

14.15.5 Employment of Two Parents by District

If both parents work for the District and are eligible for leave under this policy, the parents will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. For example, if Parent A takes a total of eight (8) weeks of leave under FMLA/CFRA, then Parent B shall have the right to take a total of four weeks of leave under FMLA/CFRA (or any other combination equaling 12 weeks).

If both spouses work for the District and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave.

14.15.6 Notice & Certification

- 14.15.6.1 Bonding, Family Care, and Serious Health Condition Leave Requirements

Employees may be required to provide:

- 14.15.6.1.1 30-day advance notice when the need for the leave is foreseeable;
- 14.15.6.1.2 advance notice within one or two business days after learning of the need for leave when the leave is not foreseeable;
- 14.15.6.1.3 when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (these forms are available from Human Resources). This is inclusive of requiring employees to provide medical verification for the serious illness of a child, spouse, or parent;
- 14.15.6.1.4 Additional verification as permitted by applicable law.
- 14.15.6.1.5 At the District's expense, the District may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the District in obtaining additional medical opinions that the District may require.

14.15.6.2 Military Emergency Leave

Employees seeking to use Military Emergency Leave must provide the District with as much notice of the need for leave as is reasonable and practicable under the circumstances. In addition, the employee must provide the District with a copy of the covered military member's active duty orders when the employee requests leave. Employees may also be required to provide:

- 14.15.6.2.1 a description, signed by the employee, describing facts supporting the leave request and attaching any available documentation to show the need for the time away from work;
- 14.15.6.2.2 the approximate date the qualifying exigency commenced or will commence;
- 14.15.6.2.3 the beginning and ending dates for the absence, if the leave request is for a single period of time;
- 14.15.6.2.4 an estimate of the frequency and duration of the qualifying exigency, if the leave request is on an intermittent or reduced schedule basis; and
- 14.15.6.2.5 contact information for the third party or entity and a brief description of the purpose of the meeting, if the exigency involves a meeting with a third party or entity.

Absent unusual circumstances, certification of the need for leave must be provided to the District within 15 calendar days of the District's request for certification.

14.15.6.3 Military Caregiver Leave

Employees may be required to provide:

- 14.15.6.3.1 30-day advance notice when the need for the leave is foreseeable;
- 14.15.6.3.2 advance notice within one or two business days after learning of the need for leave when the leave is not foreseeable;
- 14.15.6.3.3 a completed Certification of Health-Care Provider form from the servicemember's authorized health care provider within 15 calendar days (these forms are available from Human Resources or an invitational travel order or authorization; and
- 14.15.6.3.4 confirmation of the family relationship with the servicemember.

Absent unusual circumstances, certification of the need for leave must be provided to the District within 15 calendar days of the District's request for certification.

14.15.7 Compensation/Benefits During Leave

- 14.15.7.1 Except for the six (6) days of paid family illness leave (14.3), family and medical leave is an unpaid leave of absence.
- 14.15.7.2 The District will maintain its usual contribution toward the employee's health benefits during your leave on the same terms as if the employee had continued to work. During this period of time, the employee will be required to pay to the District the employee's usual contributions to health benefits. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. If the period of family and medical care leave ends at or after the midpoint of that particular month, and the employee remains on unpaid leave, the District paid contribution toward health benefits will continue through the end of the month. If the family and medical care leave ends before the midpoint of that particular month, and the employee remains on unpaid leave, the employee is responsible for paying the pro-rata share of the District's contribution for that month. In some instances, the District may recover premiums it paid to maintain health coverage if the employee does not return to work following family and medical leave.

14.15.8 Interrelation with Pregnancy Disability Leave

An employee who takes a pregnancy disability leave (either under the California Pregnancy Disability Leave or a pregnancy disability pursuant to Education Code section 44965) shall have the pregnancy disability leave run concurrently with an employee's family and medical leave under the Family Medical Leave Act (FMLA). The pregnancy disability leave, however, shall not run concurrently with an employee's right to utilize the family and medical leave under the California Family Rights Act (CFRA) for the purpose of caring for and/or bonding with a newborn baby. Accordingly, an employee may take a pregnancy disability leave for a period of

time to be determined by the employee's physician, and take an additional twelve (12) weeks of family care leave under CFRA for the purpose of caring for and/or bonding with the newborn baby. Contributions for the employee's health benefits during the additional twelve (12) weeks shall be covered pursuant to Subsection 14.15.7.2.

14.15.9 The District may deny a request for family and medical care leave under the provisions of the FMLA/CFRA.

14.15.10 Shared Staffing Employees

In order for an employee working under a Shared Staffing Agreement to be eligible to receive family and medical leave benefits, the unit member must: (1) have worked for the District for a total of 12 months; and (2) have worked at least 1,250 hours over the previous 12 months, been in a shared staffing agreement (that equates to a 1.0 FTE) over the last 12 months, or, for instructional employees, have been employed as a 1.0 FTE over the previous 12 months.

For employees working under a Shared Staffing Agreement, they, if eligible, may receive a combined total of 12-weeks of FMLA/CFRA leave in a twelve-month period. Eligible employees may receive a pro-rata share, based upon their FTE percentage, of the 12 weeks of FMLA/CFRA leave. For instance, if an employee is eligible for the leave and is in a Shared Staffing Agreement where the employee is a 0.5 FTE, the employee may receive 6 weeks of FMLA/CFRA leave.

The District will maintain its usual contribution toward the employee's health benefits for the employee's prorated period of the twelve workweeks of family and medical care leave. During this period of time, the employee will be required to pay to the District the employee's usual contributions to health benefits.

Except for the pro-rated share of paid family illness leave (14.3), family and medical leave is an unpaid leave of absence.

Eligible employees are subject to the requirements and conditions set forth in Article 14.15.1 through 14.15.9 and, to the extent applicable, those requirements and conditions will be pro-rated based upon the employee's FTE percentage.

14.16 Military Spousal Leave

14.16.1 The District provides spouses and registered domestic partners of certain military personnel up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a "qualified leave period" means the period during which the spouse is on leave from deployment during a period of military conflict.

14.16.2 An employee is eligible for leave under this policy if he or she:

14.16.2.1 Is the spouse or registered domestic partner of a person who: (1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated

as a combat theater or combat zone by the President of the United States; or (2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;

- 14.16.2.2 Works for the District for an average of 20 or more hours per week;
 - 14.16.2.3 Provides the District with notice of his or her intention to take leave within two business days of receiving notice that his or her spouse or registered domestic partner will be on leave from deployment; and
 - 14.16.2.4 Submits written documentation to the District certifying that the spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.
- 14.16.3 Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.
- 14.16.4 Leave taken under this policy will not affect an employee's right to any other benefits.
- 14.16.5 The District will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

ARTICLE 15

RETIREMENT OPTIONS

- 15.1 The Union School District shall enter into an agreement with certificated personnel desirous of retirement. The following conditions are prescribed:
- 15.2 Eligibility
- 15.2.1. Retirement commencing at age 58 shall be purely voluntary on the part of the certificated personnel.
 - 15.2.2 A certificated person must have a minimum of twelve (12) years full-time service, or equivalent, in the Union School District.
 - 15.2.3 The unit member must resign from the District in order to be eligible for this program.

15.3 Benefits

15.3.1 Effective September 1, 2004 the District will contribute a monthly reimbursement to retirees. The reimbursement shall be calculated as follows:

- a. Net of \$250 less District's contribution to CalPERS Unequal Health Benefit Program for unit members with 12-19 years of full-time District service.
- b. Net of \$292 less District's contribution to CalPERS Unequal Health Benefit Program for unit members with 20-29 years of full-time District service.
- c. Net of \$334 less District's contribution to CalPERS Unequal Health Benefit Program for unit members with 30+ years of full-time District service.

15.3.2 If the retiree is outside of the coverage area, the District will pay a monthly stipend directly to the carrier of choice of the retiree or arrange for a monthly reimbursement to the retiree based on proof of insurance premium payments. The monthly reimbursement is as follows:

- a. \$250 for unit members with 12-19 years of full-time District service.
- b. \$292 for unit members with 20-29 years of full-time District service.
- c. \$334 for unit members with 30+ years of full-time District service.

15.3.3 The District will pay the reimbursement in 15.3.1 and 15.3.2 for a maximum of seven (7) years or until age 65 or until the unit member is eligible for federal or state programs (Medicare or MediCal) whichever comes first.

15.3.4 The unit member may choose health coverage for spouse/dependents accepted by the insurance carrier and the cost per CalPERS will be deducted from the member's monthly STRS retirement checks.

15.3.5 The unit member may purchase coverage in other District health and welfare programs (i.e. dental and vision), dependent on conditions established by the carrier(s).

15.3.6 If the eligible retiree does not participate in any of the programs listed above, the monthly reimbursement outlined in 15.3.1 or 15.3.2 above will be credited to the special District fund for the purpose of paying the District contribution to CalPERS Unequal Health Benefit Program for retiree health care insurance.

15.4 Service After Retirement

15.4.1 Retired unit members with a minimum of twelve (12) years full-time service, or equivalent, in the Union School District shall be paid 125% of the regular daily sub rate when performing substitute teacher duties.

15.5 An employee who has participated in the Optional Pre-Retirement Program (15.6 "Willie Brown") and meets the eligibility criteria of 15.2 may, upon full service retirement, participate in either the 15.3 or 15.4 retirement options in accordance with the conditions specified above.

15.6 Optional Pre-Retirement Program (Willie Brown)

In accordance with Education Code sections 44922 and 22724, a certificated employee may request reduction of his/her workload prior to retirement from full-time to part-time duties and receive the credit toward retirement he/she would receive if he/she was employed on a full-time basis. Regulations governing this provision shall be as follows:

15.6.1 The unit member must be at least age 55 by the start of the year work reduction occurs. The unit member is not eligible for this program beyond the end of the year during which age 65 is attained.

15.6.2 Participation in this program is contingent on the availability and District need of a certificated person to share the assignment.

15.6.3 Application for part-time employment under this program is deemed to be a declaration of the unit member's intention to retire at the expiration of his/her employment under this program.

15.6.3.1 The resignation will not be effective until June of the pre-retirement program work year, even if the unit member chooses to work from August to January of this year, thus assuring full retirement benefits.

15.6.4 Prior to work reduction, the unit member must have been employed for at least ten (10) years in a position requiring certification of which the immediately preceding five (5) years shall have been full-time employment without a break in service. For purposes of this subsection, an approved leave shall not be considered a break in service. Such leave(s) cannot, however, be used in computing the five (5) year requirement.

15.6.5 The option of part-time employment shall not be exercised without the written request of the unit member. The unit member shall submit such request no less than three (3) months prior to the end of the semester preceding the year in which work reduction is to occur.

15.6.6 In the event of an appropriate reduced work assignment is not available the unit member application shall be placed on a waiting list.

15.6.7 The unit member shall be paid a part-time salary prorated on the basis of the full-time salary for the position in which he/she serves. He/She shall retain health and welfare benefits provided for by the District in the same manner as full-time unit members.

15.6.8 Such part-time employment shall be no less than one-half the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position. Unit member(s) involved will be consulted regarding assignment.

15.6.9 The District and the unit member shall each contribute to the State Teachers' Retirement Fund the amount that would have been contributed if the unit member were employed on a full-time basis.

15.7 Supplementary Health/Dental Insurance

In accordance with Education Code 7000, any unit member who retires and is otherwise eligible under the education code shall be allowed to enroll in a health plan and/or dental plan offered by the District at the unit member's own expense, provided the retiree enrolls within 30 days of losing District coverage. If the retiree does not enroll within 30 days, the retiree may be denied further opportunity to do so.

ARTICLE 16

PEER ASSISTANCE PROGRAM

16.1 The District believes a learning community is enhanced in an environment where teachers help other teachers. Peer Assistance and Review (PAR) is a collaborative approach to support professional growth for teachers to enhance their skills at any stage of their careers.

16.2 Compensation

16.2.1 The annual stipend for the Consulting Teacher shall be that granted by the Joint Committee in accordance with the Education Code. Implementation of the Peer Assistance Program is contingent upon receipt of state funding for that purpose.

16.2.2 The annual stipend for the Joint Committee members shall be 25% of that set for the Consulting Teachers. Additional meetings over the designated monthly amount shall be compensated at the supplemental pay rate.

16.3 Joint Committee

16.3.1 The Peer Assistance and Review Program will be administered by a Committee of no more than five members, with the majority being certificated classroom teachers selected by the Association, and administrator(s) appointed by the District.

16.3.2 Joint Committee members will serve for a term of two years. Every effort will be made to keep at least one representative from the District and from the Association with prior experience on the Committee.

16.3.3 The District and Association may provide training on an annual basis for all Joint Committee members.

- 16.3.4 The Joint Committee will make all decisions through consensus in the areas of appointments, reports, and recommendations to the Board, and Program plan and budget. Failing consensus, decisions will be made by majority vote.
- 16.3.5 The Joint Committee shall establish its own meeting schedule. To meet, four of the members of the Joint Committee will constitute a quorum for purposes of meeting and conducting business.
- 16.3.6 The Joint Committee shall meet monthly unless deemed unnecessary by the committee members.
- 16.3.7 The Joint Committee shall be responsible for selecting and assigning consulting teachers.
- 16.3.7.1 No more than one Referred Participating Teacher will be assigned to a Consulting Teacher.
- 16.3.7.2 The ratio of Beginning Teachers to consulting Teachers will follow BTSA guidelines.
- 16.3.7.3 Consulting Teachers may receive additional assignments in the areas delineated in Article 13.2 as determined by the Joint Committee.
- 16.3.8 The responsibilities of the Joint Committee shall be:
- 16.3.8.1 By June 1 of each fiscal year the Joint Committee will establish a Program and budget for the succeeding year, which will include:
- 16.3.8.1.1 The estimated state revenues for the Program;
- 16.3.8.1.2 The estimated expenditures, involving:
- a) Projected number of Participating Teachers,
 - b) Projected (full and part-time) number of Consulting Teachers needed to service the projected need,
 - c) Released time for the Joint Committee, Consulting Teachers and Participating Teachers,
 - d) Pay for Consulting Teachers that is consistent with the current collective bargaining, and
 - e) Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.
- 16.3.8.1.3 By June 30, the Program plan/budget will be submitted to the Association President and the Superintendent or designee for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By September 1, if the parties cannot reach agreement to either approve the

plan/budget or to amend it, then the plan/budget will be implemented as submitted by the Joint Committee, subject to Board approval.

- 16.3.8.2 Coordinating with the District to provide training for consulting Teachers, for Joint Committee members, and where appropriate, for Participating Teachers.
- 16.3.8.3 Reviewing reports prepared by consulting teachers.
- 16.3.8.4 Forwarding the names and the recommendations to the Governing Board of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
- 16.3.8.5 Preparing an annual review of the impact of the Peer Assistance Program, including recommendations for improvement.
- 16.3.8.6 Accepting or rejecting voluntary requests for assistance from individual teachers.
- 16.3.8.7 Reviewing the final report prepared by the Consulting Teacher and making recommendations regarding that teachers continued participation in the program.

16.4 Consulting Teacher

- 16.4.1 Any full-time classroom teacher who meets the following qualifications is eligible to seek classification as a Consulting Teacher:
 - 16.4.1.1 Be a credentialed classroom teacher with permanent status and at least five years of recent classroom teaching experience.
 - 16.4.1.2 Demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different context.
 - 16.4.1.3 Have the ability to work cooperatively and effectively with other teachers and administrators.
 - 16.4.1.4 May be a permanent certificated teacher who has been designated as a Consulting Teacher in another district.
- 16.4.2 Consulting Teacher positions shall be filled by the District posting the position. Each applicant will be required to submit a completed application. All applications and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Committee will make the selection by a majority vote of the panel, which will be forwarded to the Superintendent or Designee. The

Committee's procedures for selecting Consulting Teachers shall include provisions for interviews and classroom observation of Consulting Teacher candidates.

16.4.3 Teachers apply to the Peer Assistance Program, and then may be placed as BTSA, Coach, or PAR Consultant.

16.4.4 Consulting teachers shall be selected for two years, depending upon approval of the Joint Committee.

16.4.5 The Joint Committee will assign Consulting Teachers. Within two weeks of notification of assignment, either the Consulting Teacher or the Participating Teacher may petition the Committee for an assignment change for good reasons.

16.4.6 Consulting Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to, the following activities:

16.4.6.1 Providing consultative assistance to improve in the specific areas targeted by the evaluator.

16.4.6.2 Meeting and consulting with the evaluator regarding the nature of assistance being provided;

16.4.6.3 Multiple classroom observations of the Participating Teacher;

16.4.6.4 Allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;

16.4.6.5 Attending specific training in specified teaching techniques or in designated subject matter;

16.4.6.6 Demonstrating good practices to the Participating Teacher;

16.4.6.7 Maintaining appropriate records of each Participating Teacher's activities and progress.

16.5 Referred Participating Teachers

16.5.1 Any permanent teacher with an overall unsatisfactory evaluation in the areas 13.8.4 and 13.8.5 must participate in the PAR program.

16.5.2 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Referred Participating Teacher's evaluator after the Participating Teacher receives an unsatisfactory rating.

16.5.3 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These

recommendations shall be considered as the performance goals required by Education Code Sections 44664 and 44500(b) (2).

- 16.5.4 The Evaluator and the Consulting Teacher assigned to the Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Evaluator and the types of assistance that should be provided by the Consulting Teacher.
- 16.5.5 The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting the Consulting Teacher will provide the assistance set forth in (law), which shall also involve conducting multiple classroom observations of the Participating Teacher.
- 16.5.6 Before April 1 of each year, the Consulting Teacher shall complete a written report evaluating the teacher's participation in the Program consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Committee, with a copy also submitted to the Participating Teacher and the Principal.
- 16.5.7 The results of the teacher's participation in the Program shall be made available as part of the Participating Teachers' annual evaluation. The Evaluator shall have the discretion as to whether and how to use the results in the annual evaluation.
- 16.5.8 While the term of this assistance shall normally be for one school year, the intervention may be extended to a second year if the Joint Committee believes progress is being made. The teacher will continue participating in the Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The district has the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement.
- 16.5.9 The Consulting Teacher's report on the participation in the Program, as defined in subsection 3.1.3 above, shall be made available to the District for placement in the Participating Teacher's personnel file if referenced by the Principal in the annual evaluation.
- 16.5.10 The Joint Committee will make an annual report to the Board and the Association regarding the Program's impact, improvements to be made in the Program, and any recommendations regarding Program participants. Names of the permanent teachers with unsatisfactory evaluations who, after sustained assistance, are unable to demonstrate satisfactory improvement are to be included in the report to the Board, and may be included in the report to the Association if requested by the Participating Teacher.

16.6 Beginning Teachers

- 16.6.1 A Consulting Teacher may be assigned to one or more Beginning Teachers to provide assistance as part of the Beginning Teacher Support and Assessment Program (BTSA). The Consulting Teacher shall concentrate the assistance in the areas defined in the BTSA program.
- 16.6.2 In addition, any beginning teacher who has been identified by the Evaluator as needing improvement may be provided assistance from a Consulting Teacher.
- 16.6.3 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44662(a) and 44500(b) (2).
- 16.6.4 The Evaluator and the Consulting Teacher assigned to the Beginning Teacher shall meet and discuss the recommended areas of improvement outlined by the Evaluator and the types of assistance that should be provided by the Consulting Teacher.
- 16.6.5 The Consulting Teacher and the Beginning Teacher shall meet to discuss the plan for assistance. After that meeting the Consulting Teacher will provide the assistance set forth in (law), which shall also involve conducting multiple classroom observations of the Beginning Teacher.
- 16.6.6 Because Beginning Teacher participation in the Program is not legally mandated, neither the Consulting Teacher nor the Joint Committee will make written reports regarding individual Beginning Teachers, nor forward to the Board the names of individual Beginning Teachers who participated in the Program.

16.7 Volunteer Participating Teachers

- 16.7.1 Any eligible teacher may apply for assistance from a Consulting Teacher. Voluntary Participating Teachers are expected to be high performing individuals who wish to grow and learn with the assistance from a peer, or who may be seeking assistance due to a change in assignment or the institution of new curriculum.
- 16.7.2 The Program for Voluntary Participating Teachers will focus on practical application of certain teaching skills or the acquisition of a new subject matter.
- 16.7.3 Neither the Consulting Teacher nor the Joint Committee will forward to the Board the names of Voluntary Participating Teachers.

16.8 Other Provisions

- 16.8.1 Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1 (g) and (m).

16.8.2 Unit members who perform functions as Consulting Teachers or Joint Committee members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

16.9 Records

16.9.1 All documents and information relating to the participation in this program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section ~~652~~250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

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

16.9.3 All the documents for the Peer Assistance Program will be filed by the personnel's office separately from the individual personnel records, except as set forth in 3.1.8 above.

16.10 Funding

16.10.1 The intent of the District is that this program is to be self-supporting. No general fund money shall be used in direct support of the Peer Assistance Program without mutual consent of the Association and the District.

16.10.2 The Joint Committee will set the budget annually to fund Consulting Teachers for the purpose of providing service to District teachers according to the following priorities.

16.10.2.1 Referred teachers with unsatisfactory evaluations.

16.10.2.2 Beginning teachers through the BTSA Program.

16.10.2.3 Voluntary Participating Teachers

16.10.2.4 Staff Development

16.10.3 It is the intent of the District and Association that the above list reflects the order in which they will be served.

ARTICLE 17

LONG-TERM SUBSTITUTES

17.1 Long-term substitutes, as defined in Article 3, are specifically excluded from all the terms and benefits of this Agreement except as to salary (see Article 9.1.3).

17.2 The District agrees, however, that the long-term substitute may have the limited use of the grievance procedure (see Article 7) as related to salary disputes. The District further agrees

that the Association may assist him/her in resolving any problem which may arise related to his/her working conditions.

ARTICLE 18

CONCERTED ACTIVITIES

- 18.1 It is agreed and understood that there will be no strike, work stoppage, willful absence from assigned work station or refusal to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union District Educators' Association 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.
- 18.2 The Union District Educators' Association and the District recognize the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by unit members who are represented by the Union District Educators' Association, the Union District Educators' Association agrees in good faith to take all reasonable steps to cause those unit members to cease such action.
- 18.3 It is agreed and understood that any unit member violating this Article and this Agreement may be subject to disciplinary action.
- 18.4 It is agreed that on the part of the District there shall be no lockout. In the case of any strike, slowdown, or other suspension of work not authorized by the Association, its officers, or agents, and not called in compliance with the terms and provisions of this Agreement, the District agrees that such violation of this Agreement shall not cause the Association, its officers or agents, to be liable for damages, nor subject to the withdrawal of any rights, privileges, or services provided for in this Agreement, provided that the Association complies fully with the following:
- 18.4.1 The Association's obligation to take action shall commence upon receipt of notice from the District that a violation has occurred.
- 18.4.2 The responsible Association representative shall immediately notify all Association members and post at any and all schools a notice stating that:
- 18.4.2.1 The appropriate remedy is the Grievance Procedure.
- 18.4.2.2 Their action is in violation of the Agreement, subjecting them to discharge or discipline.
- 18.4.2.3 The Association has not authorized the strike, slowdown, or suspension of work and does not approve or condone it.

- 18.5 The Association shall further be expected to take any and all other appropriate action reasonably within its power to bring the activity to an end.

ARTICLE 19

CONTRACT WAIVERS

19.1 Purpose:

This agreement is designed to encourage initiative and innovation at the work site. It is recognized that the proposals may contain provisions which conflict with the Employment Agreement.

19.1.1 Before seeking any waiver of the current contract for a particular work site, the District shall make available such request for waiver to the Association. The District and the Association must approve the waiver before its implementation. Waiver requests will be handled in an expedient manner by both parties.

19.1.2 For a school to initiate a request for a waiver, evidence must be shown that a majority of the employees at that site have voted by secret ballot to support that request after there has been an impartial proposal given. There should be no coercion of any individual.

19.1.3 Either the District or the Association may seek a minority report if the percentage of the support is less than seventy-five percent.

19.1.4 Approved waivers are not precedent setting nor do they establish a status quo. The waiver is applicable only to the specific site for which the waiver is granted and only for the specified time, thereby preserving contract language for all other sites. Upon expiration of the waiver, the original language once again applies.

ARTICLE 20

EFFECT OF AGREEMENT

20.1 Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures.

20.2 Savings Provision

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

20.3 Completion of Meet and Negotiation

20.3.1 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment. Except as set forth below, during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been with the knowledge or contemplation of either or both the Board or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

20.3.2 The parties will reopen negotiations in the Agreement's second and third years regarding the impact on mandatory subjects of any legislation implemented during the term of this Agreement.

20.4 The District and the Association agree to share equally the costs of printing this Agreement.

20.5 This Agreement is effective from the date of signing, August 30, 2010 until June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 30th day of August, 2010.

FOR UNION SCHOOL DISTRICT

FOR UNION DISTRICT EDUCATORS
ASSOCIATION

APPENDIX A

UNION SCHOOL DISTRICT 2010-2013 Base Certificated Salary Schedule--Annual

Year	A = 95% of B < AB+30 wo/cred	B AB+30 wo/cred	C AB+30 w/cred	D AB+45 w/cred	E AB+60 w/cred	F AB+75 w/cred
	1	42,072	44,286	48,481	48,482	48,483
2	42,302	44,528	48,482	48,483	48,484	48,934
3	43,285	45,563	48,483	48,484	48,847	51,274
4	45,139	47,515	48,484	50,136	52,621	55,237
5	47,211	49,696	49,696	52,571	55,344	58,095
6	49,311	51,906	51,906	54,833	58,228	61,120
7	51,451	54,159	54,159	57,164	60,611	63,622
8	53,605	56,426	56,426	59,505	63,014	66,146
9	55,454	58,373	58,373	61,909	65,471	68,725
10	57,010	60,011	60,011	63,643	67,983	72,743
11	57,354	60,373	60,373	65,261	70,858	74,382
12	57,354	60,373	60,373	66,406	72,986	76,614
13	57,354	60,373	60,373	66,406	72,986	76,614
14	57,354	60,373	60,373	66,406	72,986	76,614
15	57,354	60,373	60,373	67,169	74,237	77,927
16	57,354	60,373	60,373	67,169	74,396	78,094
17	57,354	60,373	60,373	67,169	75,399	79,145
18	57,354	60,373	60,373	67,169	75,887	79,660
19	57,354	60,373	60,373	68,940	76,292	80,084
20	57,354	60,373	60,373	68,940	76,451	80,251
21	57,354	60,373	60,373	68,940	77,923	81,794
22	57,354	60,373	60,373	68,940	78,356	82,263
23	57,354	60,373	60,373	71,173	78,764	82,679
24	57,354	60,373	60,373	71,173	79,453	83,401
25	57,354	60,373	60,373	71,173	79,453	83,401
26	57,354	60,373	60,373	71,173	80,066	84,046
27	57,354	60,373	60,373	73,405	81,923	85,995

Add \$1,800 for a Master's Degree or \$1,800 for a Doctoral Degree (\$3,600 for both).

Based on the 2010-2013 UDEA Contract effective August 30, 2010 through June 30, 2013.

APPENDIX B

SHARED STAFFING: ADMINISTRATIVE REGULATIONS

1. Teachers, at their own option, may apply to participate in shared staffing. All requests shall be in writing to the Personnel Office. A request may be jointly filed by a) a District teacher who will be employed during the year shared staffing is requested, b) a teacher who has previously had permanent status as a Union School District employee, c) a teacher holding a preliminary or clear credential who has been employed as a substitute teacher for 20 days or more in a single classroom in Union School District over the past 18 months, or d) a combination of the above.
2. Shared-staffing positions shall be approved for a maximum of one (1) school year at a time.
 - A. Requests by teachers to continue in a shared-staffing assignment, or to return to a full-time assignment, shall be made in writing to the Personnel Office by February 15th of the current school year.
 - B. Requests by teachers, with full-time positions right, to return to a full-time assignment, timely filed, shall be granted. For purposes of assignment, such teachers shall have the same status as other teachers returning from leave.

Exceptions may be made; assuming their current school will have an equal or greater number of positions in the following year.

 - 1) A person in a shared position may remain at his/her assigned school if the partner is a “temporary,” plans to share with someone else on the staff, or finds a partner at another school.
 - 2) Should both partners wish to return to full time, the partner with the greatest seniority at that school shall have the option to remain. Should both have equal school seniority, the involuntary transfer criteria found in the transfer section of this Agreement shall be used.
 - C. Requests to continue in a shared position may be granted at the discretion of the Board of Trustees.
3. Wages, fringe benefits, leaves, and other benefits shall be prorated at the percentage that the shared-staffing teacher’s assignment relates to a full-time assignment.
4. A teacher on a shared-staffing assignment who performs substitute duties during an unassigned work time shall be paid for that service according to the current substitute teacher salary schedule.

5. Teachers on shared-staffing retain a 100% employment relationship (with the exception of those on Optional Pre-Retirement). An appropriate designation is made of the 100% to active and unpaid leave (e.g. 50% active, 50% unpaid).
6. Effective September 1, 1983, all shared-staffing personnel must complete a minimum of one hundred thirty-five (135) days in paid status in order to qualify for a year's service credit for the purpose of movement on the salary schedule. This means it will take all such personnel a minimum of two (2) years to qualify for one (1) year's service credit.

APPENDIX C

CERTIFICATED EVALUATION FORM

The District and UDEA agree to pilot a change to the Certificated Evaluation Form (attached). To this end

- a. The attached document will represent the Certificated Evaluation Form during the pilot.
- b. The pilot will be in effect for the 2010-11 and 2011-12 school years
- c. The pilot will sunset unless renegotiated as part of future agreements.
- d. Bargaining unit members will not be required to set goals listed under *Developing as a Professional Educator*.
- e. Evaluator may comment only on elements (a), (b), and (c) listed under *Developing as a Professional Educator*.

FORMAL CERTIFICATED INSTRUCTIONAL EVALUATION SUMMARY

Employee:		Position:		School:	
Evaluator:		Position:		School Year:	
Status:		Dates of Observations, Visitations, and Conferences			

Rating: MS-Meets Standard PE-Progress Evident NE-Progress Not Evident UN - Unsatisfactory NO - Not Observed

STANDARD I: Engaging and Supporting All Students in Learning	Rating	Commendations/Recommendations/Evidence
<ul style="list-style-type: none"> 1-1 Connecting students prior knowledge, life experience and interests with learning goals 1-2 Using a variety of instructional strategies and resources to respond to students' diverse needs 1-3 Facilitating learning experiences that promote autonomy, interaction, and choice 1-4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful 1-5 Promoting self-directed, reflective learning for all students 		

STANDARD II: Creating and Maintaining Effective Environments for Student Learning	Rating	Commendations/Recommendations/Evidence
<ul style="list-style-type: none"> 2-1 Creating a physical environment that engages all students 2-2 Establishing a climate that promotes fairness and respect 2-3 Promoting social development and group responsibility 2-4 Establishing and maintaining standards for student behavior 2-5 Planning and implementing classroom procedures and routines that support student learning 2-6 Using instructional time effectively 		

STANDARD III: Understanding and Organizing Subject Matter for Student Learning	Rating	Commendations/Recommendations/Evidence
<ul style="list-style-type: none"> 3-1 Demonstrate knowledge of subject matter content and student development 3-2 Organizing curriculum to support student understanding of subject matter 3-3 Interrelating ideas and information within and across subject matter areas 3-4 Developing student understanding through instructional strategies that are appropriate to the subject matter 3-5 Using materials, resources, and technologies to make subject accessible to students. 		

STANDARD IV: Planning Instruction and Designing Learning Experiences for All Students	Rating	Commendations/Recommendations/Evidence
<ul style="list-style-type: none"> 4-1 Drawing on and valuing students' backgrounds 4-2 Establishing and articulating goals for student learning 4-3 Developing and sequencing instructional activities and materials for student learning 4-4 Designing short-term and long-term plans to foster student learning 4-5 Modifying instructional plans to adjust for student needs 		

STANDARD V: Assessing Student Learning	Rating	Commendations/Recommendations/Evidence
<ul style="list-style-type: none"> 5-1 Establishing and communicating learning goals for all students 5-2 Collecting and using multiple sources of information to assess student learning 5-3 Involving and guiding all students in assessing their own learning 5-4 Using the results of assessments to guide instruction 5-5 Communicating with students, families, and other audiences about student progress 		

Additional Comments/Evaluator

**Evaluator's Assessment of the Teacher's
Achievement of Goals and Objectives**

Evaluator's *Optional* Comments -- Developing as a Professional Educator

(a) Reflecting on teaching practice and planning professional development **(b)** Establishing professional goals and pursuing opportunities to grow **(c)** Working with colleagues to improve professional practice
(Comments only as part of 2010-11, 2011-12 Pilot)

**Additional Comments/Employee
(Additional pages may be used)**

**Final Evaluation Summary
Rating:**

Employee
Signature:

Date:

Evaluator
Signature:

Date: