

**Agreement Between
Capistrano Unified School District
and
Capistrano Unified Education Association**

**For the Period
July 1, 2022 to June 30, 2023**



CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California 92675

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ARTICLE 1 - Designation of Parties and Length of Agreement

- 1.1 This agreement is made and entered on March 1, 2023, and is effective for the period of July 1, 2022, through June 30, 2023, by and between the Capistrano Unified School District, hereinafter referred to as “District,” and the Capistrano Unified Education Association, an affiliate of CTA/NEA, hereinafter referred to as “Association.”
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.
- 1.3 The provisions of this agreement shall be applicable to those personnel represented by the exclusive representative as enumerated in Article 2.2.
- 1.4 All articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, 2023, when it shall terminate.
- 1.5 Notwithstanding the provisions of Section 1.4 above, for the 2022-2023 school year, the Agreement is closed.
- 1.6 The parties agree that no later than 30 days after this agreement is ratified the parties shall submit their initial proposals to each other for a successor agreement or re-openers. The District shall give proper notice of such proposals at the first Board of Trustees meeting following the submission of the proposals.

ARTICLE 2 - Recognition Agreement

- 2.1 The District recognizes the Association as the exclusive representative as defined in Section 3540.1(e) of the Government Code.
- 2.2 All certificated employees shall be members of the bargaining unit except:
- (1) Certificated employees who are not also regular contracted employees of the District whether permanent or probationary;
 - (2) Substitutes (includes day-to-day and short-term assignments);
 - (3) Long term substitutes who work less than 40 consecutive days in same position;
 - (4) Adult Education employees who work less than 30 hours per week in the Adult Education Program and are not also regular contracted employees of the District;
 - (5) Summer school employees who are not also regular contracted employees of the District;
 - (6) Personnel serving in limited "Intern" positions; and
 - (7) Employees serving in positions declared Management, Confidential, or Supervisory.
- 2.3 The District shall notify and negotiate with the Association regarding whether or not any newly created position is to be added to or excluded from the bargaining unit. If the exclusive representative considers any positions which are excluded from the bargaining unit as not lawfully being designated by the District as management, supervisory, or confidential, the Association may appeal the decision to the Public Employment Relations Board.

ARTICLE 3 - Definitions

- 3.0 Generally, Elementary Schools consist of grades K-5, Middle Schools grades 6-8, and High Schools grades 9-12. Elementary schools which include grade(s) 6 will follow the elementary work schedule.
- 3.1 "Unit Member(s)" refers to any member(s) of the bargaining unit as defined in Article 2.2.
- 3.2 "Classroom teachers" refers to those Unit Members who have daily classroom instructional responsibilities.
- 3.3 "Board of Trustees" refers to the duly elected governing body of the District.
- 3.4 "Member of the immediate family" means mother, father, grandmother, grandfather, former guardians, or a grandchild of the Unit Member or of the spouse (or domestic partner of the Unit Member, and the spouse or domestic partner), son, son-in-law, daughter, daughter-in-law, brother, or sister of the Unit Member, or any relative living in the immediate household of the Unit Member. A District domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if registered as Domestic Partners with the State of California.
- 3.5 "Daily rate" or "per diem rate" shall be the Unit Member's annual salary divided by the number of days contractually required.
- 3.6 "Immediate supervisor" refers to the administrator having immediate jurisdiction over the Unit Member.
- 3.7 "Site administrator" refers to the administrator having jurisdiction over an individual site or a Director/Coordinator who supervises certificated employees or other management positions on site.
- 3.8 "School Year" refers to traditional calendars which are tied to the fiscal year (July 1- June 30), except for schools with alternative calendars which overlap these dates. When alternative calendars are in use, the "school year" begins the first day following the end of such alternative calendar.

ARTICLE 4 - Organizational Security

- 4.0 “Union Member(s)” refers to unit member(s) who have completed a written dues deduction authorization form.
- 4.1 The District and the Association recognize the rights of Unit Members to freely form, join, and participate in activities of the employee organization.
- 4.2 The District shall not deter or discourage applicants and employees from becoming or remaining members of the Association in accordance with section 3550 of the Government Code.
- 4.3 The District shall meet and confer with the Association prior to sending any mass communication to applicants or employees about their rights to join or support the Association. If the District and Association cannot agree on the content of the communication, the District may send the communication but must attach a statement from the Association in accordance with section 3553 to the Government Code.
- 4.4 The District shall deduct dues for all Union Members whom the Association reports as having completed a written dues deduction authorization. The Association shall be solely responsible to maintain the written authorizations for payroll deduction and shall not be required to submit the written authorization to the District unless there is a dispute. If a Union Member requests to cancel or change their authorization for payroll deductions the member shall be directed to the Association rather than to the District. The Association shall be responsible for processing these requests.
- 4.5 Pursuant to the written authorization, as specified in 4.4, the District shall deduct one tenth of the unified dues from the regular salary paycheck of the Union Member each month for 10 months. Deductions for Union Members who sign such written authorization after the commencement of the school year shall be at the customary tenthly rate for the balance of the school year.
- 4.6 The District shall not make dues deductions from Union Members who are in unpaid status. The District shall deduct a pro-rata share of the dues for part-time Union Members.
- 4.7 The District agrees to remit all dues to the Association along with an alphabetical list of Union Members for whom such deductions have been made.
- 4.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 4.9 The Association agrees to defend and indemnify the District for any unit member’s allegations, claims, actions, suits, settlements, or judgements which arise out of payroll deductions made by the District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation

strategies and decisions, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

- 4.9.1 The Association will not approve any settlement which results in any affirmative obligation to the district without the Board of Trustees prior approval.

ARTICLE 5 - Hours of Employment

5.1 It is the intent of the parties that Unit Members shall perform such professional responsibilities as necessary to meet the needs of the educational program of the District. The parties agree that such professional responsibilities require at least eight hours of daily duty, but the time at the school facility may be less than eight hours as indicated in the remainder of this Article. Consideration should be taken for Unit Members to complete their professional responsibilities within the allotted professional day.

5.1.1 Unit Members, as part of their professional responsibility, should be available to provide information to parents, students, and community members. These contacts may include academic matters during the regular school day, as well as other educationally relevant issues which may occur outside of regular school hours. Feedback from these constituents is encouraged.

5.1.2 Unit Members are to use the District-approved Learning Management System (LMS) to communicate with secondary students (grades 6-12) and parents regarding grades, academic matters and other educationally relevant issues. The District and the Association will work together through EERC (Employer-Employee Relations Council) and otherwise towards this end.

5.2 Classroom teachers are to be present at their respective assignments and to remain on duty to the District a minimum of time as follows:

5.2.1 In elementary schools, grades TK-5 and Special Day Class/Infant/Pre K Programs: 15 minutes prior to the commencement of the classroom teachers' instructional time. This is independent time, unless serving a duty schedule assignment. Teachers are expected to be with their students upon the commencement of the classroom teacher's instructional time. Seven hours per day, inclusive of a minimum 35-minute duty-free lunch.

5.2.1.1 All Kindergarten students are to be dismissed ten (10) minutes earlier than grades 1-5 students. For example, if grades 1-5 dismiss at 2:05 p.m., Kindergarten dismissal would be at 1:55 p.m.

5.2.1.2 The Kindergarten dismissal time is for the purpose of ensuring students leave by the general dismissal time. This 10-minutes of time, *prior to grades 1-5 dismissal, is not* considered a duty. Kindergarten teachers do *not* need to remain with students after the general dismissal time.

5.2.1.3 Kindergarten teachers shall have 2 release days every trimester for the purposes of testing.

- 5.2.2 In middle schools, grades 6-7-8: 15 minutes prior to the commencement of the first period of the day, excluding zero period, Seven hours per day, inclusive of the 35 minute duty-free lunch period and inclusive of passing time.
- 5.2.3 In high schools, grades 9-12: 15 minutes prior to commencement of the first period of the day, excluding zero period. Seven hours per day, inclusive of the 35-minute duty-free lunch period and inclusive of passing time.
- 5.3 The classroom teachers' instructional classroom time shall be as follows:
- 5.3.1 TK: 285 minutes daily
- 5.3.2 Grades K-3: 285 minutes daily
- 5.3.3 Grades 4-5: 292 minutes daily average per week
- 5.3.4 The District and Association will work together to minimize the number of combination classes. If the District/Administration decides it is necessary to create a combination class, the following shall be considered:
- (1) Working together (administrator and the teacher of the combination class) to identify possible instructional supports to support students;
 - (2) Identifying and scheduling opportunities for small group instruction; and
 - (3) Providing scheduling priority for combination classes for site specific activities (e.g., library, computer lab).
 - (4) Where the District finds it necessary to establish a third/fourth combination class, instructional classroom time shall be in accordance with the requirements of 5.3.3.
- 5.3.4.1 Teachers who have fourth and fifth grade students (including any 3/4 and 4/5 combination classes) will receive 80 minutes of weekly instructional planning time.
- 5.3.5 Equalize staff duty schedules to provide an equitable number of duties per K-8 teacher by:
- (1) Creating a site wide Master Duty Schedule
 - (2) Utilizing Student Supervisor and Administrative assistance in the Master Duty Schedule, whenever possible
 - (3) No duties during the instructional day

- 5.3.6 Grades 6-12: Shall not exceed 1400 minutes weekly, exclusive of the reparation/conference period. Teachers teach five periods.
- 5.3.6.1 Tutorial may include pre-teaching, remediation of content, re-teaching, extension and additional student support as dictated by the supervising teacher. Tutorial shall be an extension of pre-existing classes to provide all students the additional time and support necessary to access the classroom standards and curriculum as an essential component of a school's intervention system. Tutorial shall not require additional time, prep, or grading, and grades shall not be assigned. Teachers may voluntarily work with students not assigned to their class during this time.
- 5.4 The duty day for psychologists, inclusive of a 35-minute duty free lunch period inclusive of passing time is eight hours, to be spent at a District site or other approved assignment.
- 5.5 The on-campus duty day for counselors, nurses, and librarians is seven hours, exclusive of a 35-minute duty-free lunch period inclusive of passing time. The immediate supervisor may require the Unit Member remaining beyond the seven hours to perform essential duties which cannot be accommodated during the normal on-campus duty day; however, the exercise of this discretion shall not be applied in a manner so that it becomes a routine part of the work day, but shall be reasonable in its application.
- 5.5.1 College and Career Counselors: Effective July 1, 2016, under the direction of a high school administrator or certificated manager, the College and Career Counselor shall be responsible for counseling, organizing, maintaining and operating high school level college and career center(s); counseling students on a wide variety of college and career issues; building relationships with higher education and other vocational programs; and, providing counseling with and communicating with students, faculty, parents and community representatives concerning career planning and college entrance requirements and procedures. Hours for this position are seven hours per day exclusive of a 35 minutes duty-free meal period and will include non-traditional workday/evening hours. Location may be at a school site(s) and/or satellite location(s).
- 5.6 Each Unit Member shall be entitled to a 35-minute duty-free uninterrupted lunch period inclusive of passing time. Unit Members' lunch periods may be in excess of 35 minutes if so scheduled by the immediate supervisor, but such additional lunch time may not necessarily be duty free.
- 5.7 The immediate supervisor may require Unit Members to remain at the school site or in duty to the District beyond the duty hours to perform school related responsibilities. These added school related responsibilities shall be voluntary, whenever possible and

the immediate supervisor shall attempt to equalize the assignments among Unit Members.

5.8 Banked Minutes – Professional Collaboration Time

After the Board of Trustees adopts annual goals/objectives, the Association and the District agree to work collaboratively to align all professional collaboration activities to the identified goals/objectives. Site Professional Learning Community (PLC) goals, objectives, and professional learning shall be determined by the needs of the teacher collaborative teams (grade level, subject teams, and/or department) and site administrator(s).

5.8.1 TK-5 PLC days shall be scheduled per month accordingly:

- (1) No more than three hours per month will be dedicated to meetings for the purpose of collaboration, professional development, and/or at and across grade-level articulation. All activities will be focused on the identified goals/objectives.
- (2) No more than one hour per month will be dedicated to independent planning or work time conducted on site during early out or late start days.
- (3) No more than one hour of additional individual planning per trimester shall be designated as time to complete report cards.

5.8.1.1 PLC Day schedule(s) may be changed after consultation and collaboration between the Principal and teachers at a site. Collaboration means that the Principal and teachers at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all teachers will have a voice.

5.8.2 Grade 6-8 PLC Days shall be scheduled per month accordingly:

- (1) No more than three hours a month will be dedicated to meetings for the purpose of collaboration, professional development, and/or at and across grade-level articulation. All activities will be focused on the identified goals/objectives.
- (2) No more than one hour per month will be dedicated to independent planning or work time conducted on site during early out or late start days.

5.8.2.1 PLC day schedule(s) may be changed after consultation and collaboration between the Principal and teachers at a site. Collaboration means that the Principal and teachers at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all teachers will have a voice.

- 5.8.3 Late Start days at the high school level shall be scheduled with input and approval of the Principal and Unit Members at the site. Unit Members shall give input on the frequency, duration and usage of late start days, with no more than four hours per month dedicated to professional development and/or departmental/subject matter collaboration time. Late Start schedule(s) may be changed after consultation and collaboration between the Principal and Unit Members at a site. Collaboration means that the Principal and Unit Members at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all Unit Members will have a voice.
- 5.8.4 Faculty/staff meetings shall be no longer than one hour in length and may be conducted once a month as a component of the one hour per week collaboration time. Monthly faculty/staff meetings are not required, and information may be provided by administration via email, memorandum, and/or handouts in lieu of time dedicated at a staff meeting.
- 5.9 The District calendar shall not exceed 186 work days for new Unit Members and 185 days for returning Unit Members, except as follows:
 - 5.9.1 Counselors and District Nurses shall work 10 additional days beyond the regular Unit Member calendar. Administration shall seek input and suggestions from Counselors and District Nurses on how the 10 additional days are scheduled.
 - 5.9.2 Psychologists shall work 200 consecutive days. Administration shall solicit and Psychologists shall provide input and suggestions on how the days are scheduled.
 - 5.9.3 Speech Pathologists shall work 187 consecutive days.
 - 5.9.4 Kindergarten teachers will receive up to two (2) substitute days or seven (7) hours of additional assignments pay for conducting incoming Kindergarten assessments prior to the start of the school year. Conducting incoming Kindergarten assessments prior to the start of the school year is voluntary.
- 5.10 The District shall provide a minimum day schedule.
 - 5.10.1 Grades TK-8 minimum days will be on the first and last student days, Back to School Nights or Open Houses as scheduled by the District. Unit Members shall participate in such activities as required by the immediate supervisor.
 - 5.10.2 Spring Conferences will be scheduled for students who are underperforming. Additional conferences to be scheduled at teacher's professional discretion.

5.10.3 High School minimum days will be on Back-to-School Nights and Open Houses as scheduled by the District. Unit Members shall participate in such activities as required by the immediate supervisor.

5.10.4 Individual school sites may choose to develop alternative schedules which do not fall on a designated minimum day provided:

Schedules are developed collaboratively between Unit Members and site administration. Alternative schedules are approved by mutual agreement by the District and Association. This agreement shall constitute a majority, secret ballot vote by affected members.

5.11 The District shall have the option to offer to teachers assigned to teach at the 6-12 level the opportunity to volunteer to accept a continuing regular assignment of a sixth teaching period daily. Teachers who accept a continuing regular assignment of a daily sixth period shall be compensated at one-fifth 1/5th of their regular daily rate of 185 days in addition to their regular compensation.

5.11.1 Each spring, a letter or memo which includes, but is not limited to, the following information will be sent to each secondary teacher regarding application/selection of teachers to fill 6/5th positions.

- (1) Among the factors in making a 6/5th assignment selection, the site administrator will give equal and fair consideration to the following criteria for selection: credentialing, facilities, master schedule (e.g., student course requests, class size, minimizing program changes, availability), history of previous assignment, expertise, teacher interest, circumstances specific to the particular school site.
- (2) A return response form on which a secondary teacher will indicate interest/non-interest in being considered for a 6/5th position and an acknowledgement of the selection process and criteria. If the employee's circumstances change after completion of the return response, it is their responsibility to inform the Principal of the change in interest.
- (3) The District shall have the option to select from among the volunteers for said regular sixth period teaching assignment.
- (4) Department chair selection does not imply preference to receive 6/5th assignment. If a department chair receives a 6/5th assignment in consecutive years the administrator responsible for the placement shall provide rationale for the placement to all competing applicants within the department.

5.12 Teachers will not be required to cover another teacher's class except in an emergency

as determined by the Principal. A Unit Member who voluntarily or by directive covers another Unit Member's class shall be paid at the hourly instructional rate for all recorded absences.

- 5.12.1 In the case of an emergency in which a class must be divided up in order to provide coverage, all teachers receiving students shall be compensated the hourly instructional rate for that time period.
- 5.13 A certificated employee assigned to the Fresh Start program or the high school Independent Study Program whose caseload is at least six ADA equivalent students more than the 9-12 class load factor shall receive additional compensation of one-fifth of the daily per diem rate.
- 5.14 The District may require Unit Members to attend up to two hours of staff development outside of the regular contractual day within the contract year.
- 5.15 The District will not schedule in-services, workshops, meet and greets or other site activities during the two non-student days prior to the beginning of the school year. On the two non-student days there will be no more than a total of three hours of administrator directed time between the two days. The administrator directed time may be used for, but not exclusive of: staff meetings, PLC collaboration, grade level collaboration, department meetings, PBIS, etc. On the day preceding the first student day, no more than 1 hour of the administrator directed time can be used. The affected site staff may mutually agree to other meetings if there is a majority vote conducted by secret ballot.
- 5.16 The last day of service for a Unit Member shall have no site or District meetings in order to facilitate close of school activities.
- 5.17 Secondary teachers may be off campus during conference periods upon advance and/or prearranged approval of the site administrator or designee. In the event of a personal emergency, teachers may leave campus upon notifying the front office.
- 5.18 Special Education assessment release time:
 - 5.18.1 Secondary Education Specialists teaching Specialized Academic Instruction shall be provided an assessment period. If due to scheduling conflicts this cannot occur, then those teachers affected will receive 12 days of release time annually. Teachers who are working a 6/5th assignment are not eligible for their assessment release time.
 - 5.18.2 All Pre-School – 5th Grade Education Specialists shall be eligible for three days of release time annually – preferably one day per learning cycle.

- 5.18.3 Any elementary or secondary Education Specialist who is eligible for release days shall submit three possible release dates to the site administrator. The Education Specialist and site administrator shall then mutually agree, from the three dates submitted, when the release day shall be taken. No more than two release days may be taken in any given month for secondary teachers.
- 5.18.4 Education Specialists who receive assessment release days shall work collaboratively with the site administrator to determine the location in which they work. It is expected that Education Specialists work on case-related activities during the release time and that, whenever possible, the work location will be at the school site.
- 5.18.5 Article 5.18 does not apply to itinerant teachers and teachers of Severely Handicapped classes, including Autism Specific, Deaf and Hard of Hearing, and Therapeutic Behavior Intervention Class (TBIC).
- 5.19 Teachers On Special Assignment (TOSA)
- 5.19.1 TOSA assignments shall be voluntary. A TOSA can return to a regular teaching position the following school year with notification to Human Resources by May 15 of their intent to return.
- 5.19.2 The workday for a TOSA shall be 7 hours inclusive of a 35-minute duty free lunch. Professional responsibilities reflect article 5.1
- 5.19.3 A TOSA shall be paid the hourly instructional rate for each hour beyond their workday performing District assigned duties, with prior approval from their supervisor. Flex time may be substituted for the hourly instructional rate with the mutual agreement of the TOSA and supervisor. Flex time will be used or compensated within the same school year it is earned. If TOSA returns to classroom, any excess flex time would be paid at the hourly non-instructional rate.
- 5.19.4 The TOSA work year is the same as a regular classroom certificated teacher. Any hours worked beyond the regular work year is voluntary and will be paid at the hourly non-instructional rate or instructional rate as appropriate.
- 5.20 Unit Members shall not be required to have student detention as part of their discipline plan unless the detention is run on a site-wide basis run by the school-site administration.
- 5.21 Co-teaching assignments, between any two unit members, shall be voluntary, when practicable.

5.22 During primary music instruction time, the classroom teacher, in agreement with the site administrator, will determine work duties during this time.

ARTICLE 6 - Safety Conditions of Employment

- 6.1 The safety and health of pupils and employees is of the utmost concern to the District. To ensure that exposure to unsafe or unhealthy conditions is minimized, Unit Members are encouraged to be safety conscious in their own actions and to report, in writing, any alleged unsafe or potentially unsafe or unhealthy conditions to their immediate supervisor.
 - 6.1.1 The immediate supervisor is to forward such report to the appropriate department within five working days to be investigated.
 - 6.1.2 If the District determines through the investigation that an unsafe and/or unhealthy condition exists, the District shall, within ten (10) work days, take reasonable steps to correct the condition(s) and update all impacted Unit Member(s) in writing of the course of action.
 - 6.1.3 Unit Member(s) shall be provided regular updates, in writing, until the completion of the corrections.
 - 6.1.4 Each school site shall use the appropriate District database for reporting and storing information. The database shall include a description of the original report and updates when applicable. Unit Members may request information from the site database during any non-instructional, non-assigned duty time.
- 6.2 A written description of the rights and duties of all administrators and Unit Members, including pertinent Education Code provisions, with respect to student discipline, shall be provided to Unit Members in writing prior to the first day of the school year.
 - 6.2.1 The District shall make reasonable efforts to notify Unit Members in a timely manner, in accordance with Education Code Section 49079, of students who have been disciplined per Education Code Section 48900 with the exception of subsection (h). This notification shall occur prior to the first student day with the impacted Unit Members.
 - 6.2.1.1 In the event of an inter-district transfer the District shall notify the impacted Unit Members as soon as records become available.
- 6.3 The District shall have a District Safety Committee which shall meet at least quarterly. Other meetings may be held at the request of either the District or the Association. The Association will appoint up to two Unit Members to serve on the District's safety committee.
- 6.4 The District shall consider requests, in accordance with the Education Code, for the payment of the cost of replacing or repairing property or prosthesis of an employee, such as eye glasses, hearing aids, dentures, watches, articles of clothing or teaching materials

used by the Unit Member, when any such items are damaged or stolen on school district property without fault of the employee.

- 6.5 If a bargaining member is threatened or attacked while on duty, the Unit Member shall report the incident in full detail to the immediate supervisor within 24 hours of the incident. The District shall submit a report to the appropriate police officials if the Unit Member deems that it is necessary. If the District takes any action regarding the incident, such action shall be reported to the Unit Member.
- 6.6 Unit Members who perform drop off/pick up/parking duty shall not be required to enter any area where moving vehicles are operating. The only exception is for Unit members who are assigned to crosswalk duty on school premises. Unit members who are assigned on-site crosswalk duty shall perform duty in the marked crosswalk only and shall be provided the necessary safety training and safety equipment.
- 6.7 Unit Members assigned duties in the Adult Transition Program (ATP) and/or performing Community Based Instruction (CBI) outside the classroom shall upon written request receive emergency communication devices that shall accompany staff and students when outside the classroom or off campus.

ARTICLE 7 - Evaluation Procedures

7.1 It is agreed by the parties that the intent of evaluations is to maintain and improve the quality of instruction and learning in the District. The evaluation process is designed to:

- (1) Prompt reflection about student learning and educational practice.
- (2) Help Unit Members formulate goals to improve instructional practice.
- (3) Guide, monitor, and assess the progress of a Unit Member's practice toward professionally accepted benchmarks.

7.2 The District and Unit Members shall follow the evaluation procedures required by California Education Code, the provisions of the California Administrative Code, those procedures enumerated in this Article, and the goals, objectives, and standards as adopted by the Board of Trustees. Unit Members shall include temporary, probationary, and permanent personnel for the purposes of Article 7.

7.2.1 The evaluation of Unit Members shall be performed by management and supervisory certificated personnel only (Principals, Assistant Principals, and District Administrative Staff).

7.3 Frequency of Evaluation

7.3.1 Temporary and probationary Unit Members will be formally evaluated annually.

7.3.2 Unit Members with permanent status will be formally evaluated at least every other year.

7.3.2.1 A Unit Member with permanent status who has been employed at least 10 years with the District, is highly qualified and whose previous evaluator has rated the individual as meeting or exceeding standards, may be formally evaluated no less than once every five years if the certificated employee and evaluator agree. The certificated employee or the evaluator may withdraw consent at any time. If consent is withdrawn after October 1st, the employee will be on the Cycle One formal assessment for the following school year.

7.3.3 Any Unit Member not being formally evaluated on Cycle One will be placed on Cycle Two.

7.4 Planning Phase

7.4.1 By October 1, the evaluator will provide all Unit Members with the Major District Objectives, *California Standards for the Teaching Profession (CSTP)*, or applicable professional standards, and notification of their current evaluation cycle. Evaluation cycles include:

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7.3.2 Unit Members with permanent status will be formally evaluated at least every other year.

7.3.2.1 A Unit Member with permanent status who has been employed at least 10 years with the District, is highly qualified and whose previous evaluator has rated the individual as meeting or exceeding standards, may be formally evaluated no less than once every five years if the certificated employee and evaluator agree. The certificated employee or the evaluator may withdraw consent at any time. If consent is withdrawn after October 1st, the employee will be on the Cycle One formal assessment for the following school year.

7.3.3 Any Unit Member not being formally evaluated on Cycle One will be placed on Cycle Two.

7.4 Planning Phase

7.4.1 By October 1, the evaluator will provide all Unit Members with the Major District Objectives, *California Standards for the Teaching Profession (CSTP)*, or applicable professional standards, and notification of their current evaluation cycle. Evaluation cycles include:

Cycle One: Formal Assessment
Traditional Evaluation/Self-Assessment

Cycle Two: Self-Assessment

7.4.2 On or before November 15, the Unit Member and evaluator will have a goal-setting conference to collaboratively develop Certificated Performance Goals on an annual basis. These goals are based on improving student performance/progress toward an identified goal and include standards in the CSTP or other applicable professional standards and reflect the requirements of Education Code Section 44662. At the discretion of the site administrator, permanent Unit Members may be placed on Cycle One in any year.

7.4.2.1 Unit Members on Cycle One or Cycle Two will develop one goal with defined action steps related to student progress.

7.4.3 The evaluator and the Unit Member will discuss Certificated Performance Goal and other pertinent details of the Unit Member's evaluation program in an attempt to reach mutual agreement. In the event no agreement can be reached, a District-level administrator who is designated by the Superintendent will mediate an agreement. The Unit Member and the evaluator shall both sign the mediated Certificated Performance Goal. The Unit Member may submit, in writing, any disagreement they may have with the objectives to be evaluated. This statement shall be attached to the final Certificated Performance Goals.

7.4.4 When an evaluator is in a classroom for a formal observation, the evaluator shall remain long enough to assess the instructional objective.

7.5 Monitoring Phase

7.5.1 The monitoring phase will include observation(s), conference(s), and, when appropriate, a Professional Improvement Plan (PIP), all with the express purpose of maintaining competency, commending outstanding accomplishments, identifying deficiencies, and improving performance. The immediate supervisor shall familiarize the Unit Member with the techniques to be used in observing and evaluating the Unit Member.

7.5.2 Temporary and Probationary employees will be formally evaluated their first two years. For each probationary and temporary Unit Member, the pre-conference/observation/post-conference cycle for classroom observations shall be used a minimum of two times. These observations shall preferably occur once in the fall and once in the spring.

Scheduled Observation

- (1) Pre-observation form and/or conference
- (2) Classroom observation form
- (3) Post-observation conference and Unit Member reflection

- 7.5.3 Permanent employees receiving a formal evaluation will determine with the evaluator whether to use scheduled or unscheduled observations.

Scheduled Observation

- (1) Pre-observation form and/or conference
- (2) Observation form
- (3) Post-observation conference and Unit Member reflection

Unscheduled Observation

- (1) Observation form
- (2) Post-observation conference and Unit Member reflection

- 7.5.4 Permanent employees on all cycles will complete a Self-Assessment document by April 15. The Self-Assessment document and any updates or revisions in the teacher's Certificated Performance Goal Setting form are due to the evaluator by April 15, unless requested earlier with a two-week advance notice.

- 7.5.5 To monitor the Unit Member's progress toward the achievement of their Certificated Performance Goal(s) a mid-year progress check will occur. Any revisions of the Certificated Performance Goal form must be mutually agreed upon.

- 7.5.6 Unsatisfactory Evaluation: Prior to receiving an unsatisfactory evaluation, the unit member shall be notified, in writing, of improvements needed and provided an opportunity for written response and/or opportunity to remedy the concern with support. In the event a unit member receives an unsatisfactory evaluation the evaluator shall meet with the unit member and put in place a written Professional Improvement Plan (PIP) for the next school year (refer to 7.5.6.1).

- 7.5.6.1 Professional Improvement Plan (PIP): The PIP begins in the school year following the unsatisfactory evaluation. The PIP is written and agreed upon at the beginning of the school year and shall be implemented within 45 student days. The District's right to release or not rehire temporary or probationary teachers is not limited by this provision.

- 7.5.6.1.1 The PIP components must include the following:

- (1) Areas where improvement is needed;
- (2) Specific suggestions for improvement;
- (3) Additional resources which are available to the Unit Member to assist with improvement;
- (4) Techniques which may be used by the evaluator in measuring improvement;
- (5) The immediate supervisor's role, if any, in assisting the Unit Member in improving;
- (6) Time schedule to be used by the immediate supervisor in future monitoring. (The immediate supervisor shall designate a reasonable time for improvement); or
- (7) Observations of other classes or like settings to be made by the Unit Member.

- 7.5.7 In those cases where a PIP is initiated, the evaluator will have at least one conference with the Unit Member in addition to the formal observation conference. The Unit Member may request two additional observations at a mutually agreed upon time. In addition to the formal observations and conferences noted in this section, other forms of evaluation and classroom observation will be used at the discretion of the evaluator. The Unit Member shall take such remedial action as necessary to correct any cited deficiencies.
- 7.5.8 The Association shall be notified prior to the time the PIP is implemented.
- 7.5.9 The timeline for a PIP(s) may extend beyond a final annual evaluation and/or may extend to a subsequent school year if the cited deficiency has not been corrected.
- 7.5.10 If the evaluator determines that the PIP is not successful, the PIP will be canceled (discontinued). The employee and the Association will be notified of the cancellation of the PIP and the District may move to the disciplinary procedures outlined in Article 18, Section 18.6.
- 7.5.11 If a bargaining Unit Member is placed on a PIP they shall be referred to the Peer Assistance and Review (PAR) Program as described in Article 17.

7.6 Final Evaluation Phase

- 7.6.1 The evaluator shall state their opinions as to whether or not the performance goal agreed upon in the process of the evaluation has been met. The evaluator shall write the final evaluation summary and both parties will sign it. The final evaluation will be given to the Unit Member no later than 30 student days prior to the last student day.
- 7.6.2 Signature by the Unit Member shall not indicate acceptance of the conclusions of the evaluator, but shall only indicate the Unit Member has received a copy of the evaluation form. Comments on or disagreements with the evaluation may be submitted by the Unit Member as the Unit Member feels necessary. Such comments will be attached to the evaluation and will become a permanent part of the Unit Member's personnel file.

7.7 Evaluation Files

- 7.7.1 Evaluations shall be maintained in the Unit Member's personnel file in the District Office.
- 7.7.2 Materials in personnel files of Unit Members, which may serve as a basis for evaluation, are to be made available for inspection to the Unit Member involved upon request. However, the following confidential rating material is not available for inspection: ratings, reports, or records which (1) Were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with promotional examinations. Inspection of such files shall not take place when the Unit Member is required to perform District duties.

ARTICLE 8 - Class Size

- 8.1 It shall be the aim of the District to establish class sizes which are as nearly equal in size to one another as are appropriate given the enrollment at the school site the capability of the students, the grade level taught, the content of the course, and the master schedule.
- 8.2 If for any reason the staffing ratios as listed in 8.3 cannot be maintained, both parties agree to re-open negotiations to discuss this issue.
- 8.3 It is agreed that the District staffing ratio for regular classroom teachers shall be:

Transitional Kindergarten:	30.5 students to 1 teacher
Kindergarten:	28.5 students to 1 teacher
Grades 1-5:	31.5 students to 1 teacher
Grades 6-8:	32.5 students to 1 teacher
Grades 9-12:	34.5 students to 1 teacher

- 8.3.1 The following are excluded in the above ratios: Specialized Academic Instruction (SAI) programs, staff and students; however, special education and general education teachers shall communicate and work collaboratively with site administration regarding equitable distribution of students with identified special needs within general education classes.
- 8.3.2 The class size ratio shall not apply to sections within the Class Size Reduction program.
- 8.3.3 In accordance with Education Code section 56362, the caseload ratio for Education Specialists Specialized Academic Instructions (SAI)/resource shall be:

Elementary:	28 students to 1 case carrier (FTE)
Middle:	28 students to 1 case carrier (FTE)
High School:	28 students to 1 case carrier (FTE)

In the event that a waiver application for an increase in the size of a special education caseload becomes necessary, the case carrier shall be consulted by the District and his/her response shall be recorded on that application. The District shall be bound by California Ed Code 53632c.

Caseload maximums for the following programs shall be:

SAI Self Contained: 15 students to 1 case carrier (FTE)

Structured Autism Class (SAC) Pre-K - Elementary: 10 students to 1 case carrier (FTE)

Severely Handicapped Classroom (STEPS) Pre-k - 12: 12 students to 1

case carrier (FTE)

Adult Transition Program (ATP): 12 students to 1 case carrier (FTE)

Therapeutic Behavior Intervention Class (TBIC) Elementary – High School: 10 students to 1 case carrier (FTE)

SEALS preschool program: 14 students to 1 case carrier (FTE) per Session

After the fifteenth student day of the school year, if the caseload maximum is exceeded, then the teacher shall receive the equivalent of one full-day of substitute pay (at the District's current rate) for each month that the caseload exceeds the above stated maximum.

- 8.4 Grades TK-3 class sizes are subject to modification, based upon continued participation in the State Class Size Reduction Program.
- 8.5 The number of students enrolled per class shall not exceed the maximums listed below. At the secondary level, these maximums apply only to core academic classes (English, Math, Science, Social Studies, Physical Education, and Foreign Language).

The parties hereby agree that Article 8, section 8.5 as amended, and the parties' March 30, 2015 MOU, constitute "a collectively bargained alternative annual average class enrollment for each school site" in grades TK through 3 in accordance with paragraph (3) (B) of subdivision (d) of Section 42238.02 of California's Education Code."

Transitional Kindergarten:	32:1
Kindergarten:	32:1
Grades 1-3:	32:1
Grades 4-5:	33:1
Grades 6-8:	35:1
Grades 6-8 PE	50:1
Grades 9-12:	36:1
Grades 9-12 PE	50:1

Please see Article 23 for Extended Day Kindergarten classes.

- 8.5.1 After the fifteenth student day of the school year, if the class size maximum is exceeded in grades TK-5, then the teacher shall receive the equivalent of one full-day of substitute pay (at the District's current rate) for each month that the class exceeds the above stated maximum.
- 8.5.2 After the fifteenth student day of the school year, if the class size maximum is exceeded in grades 6-12 in the following core academic classes; English, Math, Science, Social Studies, Physical Education, and Foreign Languages, the teacher

shall receive the equivalent of substitute pay (at District's current rate) per class that exceeds the above stated maximum. Substitute compensation will accrue monthly per semester for each class section that exceeds the stated maximum.

8.6 Assignment of Speech Pathologists and Adaptive Physical Education services shall comply with existing state regulations.

8.7 The staffing ratios for the following positions shall be:

Counselors 6-8:	0.5 per school
Counselors 9-12:	1 per comprehensive high school
Nurses:	1.5 per Family (e.g. High School feeder pattern)
Psychologists:	2500:1

ARTICLE 9 - Transfer and Reassignment of Personnel

- 9.0 A teacher transfer timeline will be developed annually to reflect the opening of new schools, attendance boundary decisions, enrollment trends, and staffing changes.
- 9.1 Definitions
- 9.1.1 A "Transfer" is a movement, either Employee initiated or District initiated, of a Unit Member from one school site to another school site.
- 9.1.2 An "Employee initiated transfer" is a transfer which is requested and sought by the Unit Member.
- 9.1.3 A "District initiated transfer" is a transfer of a Unit Member which is initiated by the immediate supervisor or the Superintendent or designee.
- 9.1.4 "Reassignment" is the movement of Unit Members from one location, class, or subject area to another location, class, or subject at the same site.
- 9.1.5 "Seniority" for purposes of this Article, is that amount of time which has elapsed since the first date of paid service in a certificated position in the District.
- 9.1.6 "Vacancy" is any position that does not have a Permanent or Probationary Unit Member assigned to it.
- 9.2 Employee Initiated Transfer
- 9.2.1 Any permanent Unit Member may apply for an Employee Initiated Transfer if they possess the appropriate credential.
- 9.2.2 All known vacancies shall be posted for transfer consideration to regular CUSD employees (probationary and permanent) on March 15 (or if March 15 falls on a non-business day, posting shall occur on the next business day).
- 9.2.2.1 Notification of the posting shall be disseminated by District email to all certificated staff and the CUEA chapter president.
- 9.2.2.2 Employees shall express their interest in being considered for any posted position electronically to the Assistant Superintendent of Human Resource Services within five business days of posting. Receipt of submissions shall be acknowledged electronically upon receipt.
- 9.2.2.3 Human Resource Services shall distribute a list of employees expressing an interest in vacancies to Principals by April 15 (or if

April 15 falls on a non-business day, posting shall occur on the next business day). Principals shall interview each candidate.

- 9.2.3 A unit member may file a transfer request to be considered for future vacancies. Unit members who would like to be considered should complete the transfer request form, selecting the site(s), grade level, and/or subject area they are interested in, no later than March 15.
 - 9.2.3.1 Transfer requests received in Human Resource Services for future vacancies will be held and referred for interviews only if a position becomes available at the desired site.
 - 9.2.3.2 Employee initiated transfer requests shall continue to be considered up until fifteen (15) days prior to the first student day of the school year.
- 9.2.4 Probationary Unit Members are eligible for Employee initiated transfer only for extenuating circumstances and only with the approval of the Superintendent.
- 9.2.5 During the summer recess, Human Resource Services will work cooperatively with the Association regarding transfers. It is recognized by the parties that those Unit Members who are affected by a surplus condition (Article 9.4) shall be given the first consideration in filing for transfer opportunities.
- 9.2.6 Unit Members from within the District shall have first consideration of any Unit Member vacancies. Temporary and outside applicants will be placed after all unit member transfers have been completed.
 - 9.2.6.1 Unit members shall be selected for vacancies based on the following criteria;
 - (1) Have the appropriate credentialing/certification
 - (2) Received a satisfactory evaluation in most recent evaluation
 - (3) Have experience, special training, or compatibility with the school's educational philosophy for the vacancy
 - (4) If all factors are equal, seniority will be used as a tiebreaker
- 9.2.7 Human Resource Services shall notify the Unit Member selected to fill a vacancy.
 - 9.2.7.1 A Unit Member can rescind a voluntary transfer within three working days of receiving notification of acceptance of their request for a transfer.

- 9.2.8 If an Employee initiated transfer for a vacancy is denied, the Unit Member shall be given the written criteria used as a basis for the selection. The Unit Member may request and will receive more specific feedback from Human Resource Services via a meeting or in writing on why the transfer was denied. The Unit Member who is denied a transfer may request, and will be granted, a meeting with the Superintendent or designee.

9.3 District Initiated Transfer

- 9.3.1 A District initiated transfer shall be based upon the criteria of welfare of students, instructional needs, Unit Member qualifications, student loads, welfare of Unit Members, District seniority, commitment to and compatibility with the school's educational philosophy and plan, compatibility with colleagues, teaching styles, ability to be flexible, and work ethic.

- 9.3.2 Notice of District initiated transfer for the ensuing school year shall be given to Unit Members as soon as possible and if the District is aware of the requirement for District initiated transfer, no not later than one calendar month before the close of school. In the case of a District initiated transfer which becomes known during the summer months, the appropriate administrator will notify the appropriate staff members of the need for a District initiated transfer by registered letter to the last known address of record if the vacancy becomes known prior to August 15. The letter will contain a deadline for response which shall be no earlier than five working days from the date the letter is mailed. If the vacancy becomes known after August 15, the appropriate administrator will attempt, on at least two occasions, to notify all individuals who could be considered for District initiated transfer by telephone at the last telephone number of record to obtain a volunteer. The administrator will maintain a record of letters sent and the date which they were sent or a record of the telephone calls and when they were made.

After the deadline stated in the letter, or after all telephone calls have been completed, the appropriate administrator will make the transfer based on the criteria as noted in Article 9.3.1. In the case of a District initiated transfer after the first teaching day of school, the Unit Member shall be given at least three working days' notice before the actual transfer occurs, unless the Unit Member agrees otherwise.

- 9.3.3 All Unit Members being considered for a District initiated transfer shall be afforded an opportunity to conference with the principal before a final decision is made. The Unit Member shall have the right to have an Association representative at the meeting and be notified in writing of the reasons for the transfer if the Unit Member requests such reasons. A sincere effort to find alternate solutions to the proposed transfer shall be made by the

administration and the affected Unit Member within the time allowed, if the Unit Member objects to the proposed transfer.

9.3.4 The Unit Member to be transferred shall have the right to apply for a suitable position(s) from the current list of vacancies.

9.3.5 The District shall attempt to ensure that Unit Members who teach at one level, e.g., elementary, middle school or high school, are not transferred from that level. The parties recognize, however, that, due to enrollment or curriculum changes, transfer of a Unit Member to a level for which that person is credentialed may be necessary.

9.3.6 Unit Members shall not be transferred solely due to being married to another Unit Member at the same site.

9.4 District initiated Transfers Due to Surplus Situations

9.4.1 A "surplus situation" exists when:

9.4.1.1 The number of Unit Members on leave and the Unit Members present in a particular school exceed the District determined Unit Member allotments (a) at the school, or (b) within a subject area;

9.4.1.2 A new school is established and must be staffed from within the District; or

9.4.1.3 When an existing school site is closed.

9.4.2 The appropriate administrator will determine which positions within the school or within the District are surplus. Unit Members will be given the opportunity to apply for Employee initiated transfers before the balance of this article is invoked. In the case of a school closure, Unit Members will be given an opportunity to apply for Employee initiated transfers before they are assigned. Surplus situations which become known during the summer recess will be handled by the appropriate administrator who will notify the appropriate staff members of the need for a District initiated transfer due to the surplus situation by letter to the last known address of record if the surplus becomes known before August 15. The letter shall contain a deadline for response which will be no earlier than five days from the date the letter is mailed. If the surplus becomes known after August 15, the appropriate administrator will attempt on at least two occasions to notify all individuals who could be considered for a District initiated transfer by telephone to the last known telephone number of record in order to obtain a volunteer. The administrator will maintain a record of letters sent and the date which they were sent or a record of the telephone calls and when they were made. After the deadline stated in the letter, or after all appropriate telephone calls have

been made, the appropriate administrator will make the transfer based on the criteria as noted in Article 9.4.3.

9.4.3 If satisfactory staffing at the school(s), grade level(s), or subject area(s) involved is not accomplished by employee initiated transfers, as determined by the District, the appropriate administrators shall make their decision(s) regarding the transfer of additional personnel. The administrator, in making their selection of personnel to be transferred shall utilize the following criteria listed below:

- (1) Credential(s) held
- (2) The Unit member with the least District seniority.
- (3) If a tie in District seniority exists, the member with the least seniority at the site shall be transferred.

9.4.3.1 Exemptions can be made if a unit member fills a role that is critical to the site.

9.4.4 Prior to a District initiated transfer being required of a Unit Member, a conference between the Unit Member and the immediate supervisor shall be held. The reasons for the transfer shall be, if requested by the Unit Member, in writing.

9.4.5 If a surplus condition still exists after the above procedures have been implemented, the Superintendent's designee will direct the immediate supervisor of the school(s), grade level(s), or subject area(s) affected to recommend and effectuate further transfers.

9.4.6 Unit Members who have been transferred due to a District initiated transfer due to a surplus situation shall not be transferred in any three consecutive years.

9.4.6.1 If a Unit Member at a site is transferred, they have an option to voluntarily return to the surplus site, whether or not it was voluntary or involuntary. The Unit Member shall have this right until 10 days prior to the start of the first student day. If the Unit Member opts to return to the original site, then 9.4.6 does not apply to them.

9.4.7 In the case of a transfer due to a surplus situation outside of the school year, the Unit Member will have the option of two days of released time or the equivalent in substitute pay compensation for preparation in the new assignment.

9.5 Reassignment Guidelines

9.5.1 In the case of reassignment of personnel, the District shall assign Unit Members to positions for which the Unit Member is properly credentialed only.

- 9.5.2 Unit Members who are being considered for reassignment shall be afforded the opportunity to meet with the responsible site administrator prior to the reassignment becoming effective.
- 9.5.3 When a determination has been made during the summer recess that reassignment of personnel is necessary, the site administrator will attempt to notify the Unit Member by telephone of a need for reassignment. If the attempt to contact by telephone is unsuccessful, the site administrator will notify the affected Unit Member by mail.

9.6 General Transfer or Relocation Guidelines

- 9.6.1 In the case of transfer after the commencement of the teacher work year, the District shall provide at least two days for the Unit Member's preparation in the new assignment.
 - 9.6.1.1 The Unit Member's immediate supervisor shall make the determination as to whether or not an additional day shall be provided. In making such determination, the immediate supervisor shall take into consideration the quantity and logistics of moving necessary classroom materials, the amount of notification the Unit Member has in preparing for such a move, whether or not the Unit Member has recently taught the class/subject, the capability of the Unit Member to be able to prepare for the new assignment or move in the new location within an eight hour service day and the availability of appropriate substitute personnel to cover the classroom assignment during the Unit Member's preparation time.
 - 9.6.1.2 Upon request, the immediate supervisor shall meet with the Unit Member regarding any request for preparation time.
 - 9.6.1.3 In the case of required movement of major instructional materials from one school location to another school location or within the same school, the District shall provide assistance in moving any heavy objects provided the Unit Member properly packages and marks the materials in advance of any move.
- 9.6.2 In the case of relocation or displacement from a Unit Member's classroom or program, the Unit member may request and receive up to 16 hours of extended hourly non-instructional rate to effect the move. If the relocation or displacement requires additional moves, the Unit Member shall receive up to an additional 16 hours of extended hourly non-instructional rate to effect each subsequent move.
 - 9.6.2.1 Each Unit Member shall receive the appropriate materials in which to box or store all materials to be moved and will receive non-

teacher assistance to relocate all classroom objects to new classroom or program location.

9.7 Partnership Teaching Assignment

Generally, this program will be available to teachers assigned to elementary grades only. The feasibility of the program will be reviewed on an annual basis.

9.7.1 All teachers who participate in partnership teaching assignments must have permanent status and have a history of satisfactory performance on past evaluations.

9.7.2 Approval of a partnership team shall include, but not be limited to the following criteria:

9.7.2.1 Partners' compatibility, for example, teaching styles, educational philosophy, and work ethic.

9.7.2.2 Commitment to and compatibility with the school's educational philosophy and plan.

9.7.2.3 Ability to provide coverage for partner.

9.7.3 Partnership teaching shall be designed on one of the following models:

9.7.3.1 Two teachers sharing one classroom, dividing the work week (three days and two days). By agreement, teachers may switch their parts of the assignment at the semester.

9.7.3.2 Two teachers sharing one classroom, dividing the work week with each teacher assigned two days per week and the fifth day per week alternating between them on a regular schedule.

9.7.3.3 The final decision on the model to be adopted will be made by the site administrator with input from the affected teachers.

9.7.4 It is expected that both partners shall participate in Back-To-School night, open house, first and last student days, pre-service days and parent conference weeks. During parent conference weeks, parents should have the opportunity to meet with both teachers on specified days as determined by the team.

9.7.5 A total plan for the year must be outlined on the District form by the teachers requesting the partnership teaching agreement and will include the following:

9.7.5.1 Specific dates on which teachers will be scheduled to work.

9.7.5.2 A teacher planning and communication system.

- 9.7.5.3 Description of how all adjunct duties will be covered and performed.
- 9.7.5.4 Description of how responsibilities will be met for covering parent conferences, Back-To-School nights, open house, first and last student days, and parent conference weeks.
- 9.7.6 In unique situations, the site administrator may require the presence of both team members.
- 9.7.7 Any teachers working 50% or more on a partnership assignment will receive District fringe benefits on a prorated basis. Teachers working less than 50% of the time will not receive fringe benefits. Sick leave credit will be earned in proportion to time worked.
- 9.7.8 Partnership teaching team members are expected to cover for each other in the event of the other's unanticipated absence on a day-to-day basis. Substitute teachers will be requested by a partnership team member only in extraordinary circumstances when such mutual coverage is not possible. Further, it is the team member's responsibility to obtain approval from the site level administrator for such substitute coverage, if possible. If circumstances require a partner to be out more than five consecutive days, the provisions regarding an extended leave as outlined in 9.7.8.1 shall apply.
 - 9.7.8.1 In the event that one of the partners must take an extended leave of absence but plans to return within the semester, the other partner is required to substitute at their per diem rate. If the leave extends beyond one semester, the partnership shall be dissolved, pursuant to 9.7.10.3.
- 9.7.9 A partnership teaching team teacher will receive credit each year for one full year's advancement on the salary schedule when such teacher is on duty for 75% of the total number of days in which the schools of the District are in regular session. Partnership team members who do not work 75% of the total number of the days, in which the District schools are in session, shall be granted one year's salary advancement if such teacher is on duty for 37.5% of the total days for each of any two years.
- 9.7.10 All partnership teaching proposals shall be submitted in accordance with the following schedule:
 - 9.7.10.1 New proposals for partnership teaching assignments, for the next school year including: New and returning teams, traditional and year round calendars, must be submitted to the site administrator of the requested school no later than March 1. The site administrator shall notify the requesting partnership team

members as to whether their partnership was approved no earlier than March 1 and no later than April 1. A team member may not withdraw from an approved partnership team except for extreme extenuating circumstances.

- 9.7.10.2 In the event that a partnership assignment is not renewed or the partners or the District decide to terminate the partnership prior to or during the school year for exceptional circumstances, the employee with the greater seniority in the District shall be entitled to the same position which the partners currently hold. In the event that the teacher in the partnership with the greatest seniority in the District chooses not to retain that position, the other teacher in the partnership shall be entitled to the position. The teacher who is not placed in the position shall be given the opportunity to apply for any openings in the District or may choose to take the next available opening in the District. In the event that both partners have equal seniority, the surplus provision existing in the contract will be implemented affecting only the two partners.
- 9.7.10.3 In the event that the partners terminate the partnership after accepting the offer as outlined in 9.7.10.1 and only one of the partners is able to continue teaching, this partnership is dissolved. The remaining teacher will not be considered for another partnership until the next application cycle.
- 9.7.11 The site administrator reserves the right not to renew any partnership assignment if the objectives of the program or the criteria as outlined in 9.7.1 and 9.7.2 are not being met and/or will not be fulfilled or the instructional needs of the District are such that the partnership assignment cannot be allowed. If the site administrator decides not to renew a partnership assignment, the site administrator must notify the partners by April 1.
- 9.7.12 A maximum of two partnership teaching teams per school may be approved each school year. A Principal has the discretion to add one additional team.

ARTICLE 10 - Leaves

10.1 Notification Procedures

- 10.1.1 The Unit Member shall notify the immediate supervisor as soon as possible in advance of all leaves and shall receive approval, if applicable, in advance of the taking of a leave except in the case of an emergency.
- 10.1.2 In case of an emergency leave or sick leave, a Unit Member who finds it necessary to be absent from duty shall notify the immediate supervisor or designee during regular school hours, or the District substitute calling system after regular hours, but in no event later than 7:00 a.m. or one hour prior to the start of school, whichever is earlier, on the day of the absence, except under extenuating circumstances. The District shall provide itinerant Unit Member positions certified coverage for long-term absences.
- 10.1.3 A Unit Member who plans to return on the second or subsequent day(s), in the case of an emergency leave, shall notify the school site no later than one hour prior to the dismissal of the Unit Member's last assignment that they will return to duty the following day. If a Unit Member fails to notify the school of their intent to return on a second or subsequent day and the Unit Member returns to work without giving notice and the District employs a substitute for that day, the substitute shall be released from service and the Unit Member shall be charged the cost of the substitute.
- 10.1.4 The Unit Member who does not plan to return on the second or subsequent days(s), in the case of sick leave, shall notify the school site no later than one hour prior to the dismissal of the Unit Member's last assignment that they will not return to duty the following day.
- 10.1.5 A Unit Member who requests a leave of other than an emergency nature but of less duration than a semester or a year shall request the leave of the immediate supervisor at least five days prior to the leave. The immediate supervisor shall make recommendations regarding taking of any leave to the Superintendent, or designee, who shall make the final decision relative to the leave if the leave is for 10 days or fewer.
- 10.1.5.1 The Board of Trustees shall make the decision on a leave request of more than 10 days.
- 10.1.6 A Unit Member requesting a leave of absence for a semester's duration shall request the leave of the immediate supervisor in writing on or before May 15 for a semester leave beginning in September and on or before November 15 for leave beginning with the second semester. Requests for a year's duration must also be submitted no later than May 15. Notification dates indicated above may be waived by the Superintendent or designee for extenuating circumstances. The immediate supervisor shall make recommendations regarding the taking of any leave to the appropriate Cabinet level administrator or designee, who will forward this to Human Resource Services. Human

Resource Services will submit these to the Board of Trustees via the Superintendent. The Board shall have the final decision relative to the leave. Individuals granted leaves must give sufficient notice of intent to return at expiration of leave. This will be done in writing to the immediate supervisor at least one month prior to school resuming.

- 10.1.7 Rescission of leave requests: A member may rescind leave requests only if one month's notice is given prior to the date the leave was to begin, except in extenuating circumstances. The rescission is subject to approval by the appropriate Cabinet level administrator, and Superintendent or designee. This is necessary due to budget, planning, staffing, and scheduling that occurs prior to the beginning of school as well as protecting employee rights to a position.

10.2 Personal Illness and Injury Leave

- 10.2.1 Each full time Unit Member shall be entitled to 10 days paid leave of absence per school year for illness or injury.
- 10.2.2 A Unit Member who works less than full time shall be entitled to a proportionate amount of leave in accordance with the provisions of their contract.
- 10.2.3 Unit Members may accumulate unused sick leave without limitation. Unit Members who are under contract to the District to serve during the District's summer school session, including attending all applicable staff development, shall earn one day of sick leave, which will be added to their sick leave balance. Unit Members who teach the summer session are entitled to utilize one day of accumulated sick leave during the summer session.
- 10.2.4 In addition to the 10 days sick leave enumerated above, the following Unit Members shall receive additional days of accumulated sick leave for work performed beyond the regular school year.
 - 10.2.4.1 Counselors and District Nurses shall receive an additional one-half day of sick leave per year.
 - 10.2.4.2 Psychologists shall receive an additional one day of sick leave per year.
- 10.2.5 When a Unit Member is absent from their duties due to illness or injury for a period of more than five consecutive days, the District or the Unit Member's immediate supervisor may require the Unit Member to provide a statement from a physician, dentist, chiropractor, or practitioner in the case of religious requirement, verifying the cause and condition of the illness, injury, or quarantine. If the illness or injury leave is five consecutive work days or less, the District reserves the right to require the verification, if deemed necessary by the District.
- 10.2.6 The District or Unit Member's supervisor may require verification from a physician, or practitioner in case of religious requirement, of the Unit

Member's ability to perform their responsibilities before returning to work due to an absence for personal illness or injury.

10.2.7 In case of official quarantine, the Unit Member will be allowed full pay during the period of the required quarantine even though the period of the required quarantine is greater than the Unit Member's accumulated personal illness or injury leave.

10.2.8 The District shall provide each Unit Member, no later than November 15, with a written statement of: (1) The total of the accrued personal illness or injury leave; and (2) their entitlement to personal illness or injury leave for the school year.

10.2.9 In the case of a Unit Member who is required to be absent from work as the result of a doctor or dental appointment which cannot be accommodated during off duty hours, the Unit Member shall be charged personal illness or injury leave for such required doctor or dental appointments. The amount of sick leave time deducted shall bear proportionately to the actual time expended from the duty day except as modified below. Notification to the immediate supervisor shall be provided by the Unit Member in advance of the required doctor or dental appointment absence. Unit Members shall not be charged for such appointments for a period of time:

10.2.9.1 Elementary: During times other than required seven hour on campus duty day.

10.2.9.2 Secondary: During times other than six duty periods for secondary personnel.

10.2.10 Compensation for Extended Personal Illness or Injury Leave

10.2.10.1 After all earned illness or injury leave as provided in 10.2.1 at full pay has been used and additional absence due to illness or injury is necessary, the Unit Member shall be paid the difference between their salary and the sum that is actually paid to the substitute for up to a total of five months exclusive of the earned illness or injury leave days at full pay. If no substitute is employed, the Unit Member shall be paid the difference between their salary and the amount that would have been paid to the substitute had he or she been employed.

10.2.10.1.1 If a Unit Member is absent 10 days or less, the pay shall be the difference between their salary and the day-to-day substitute rate.

10.2.10.1.2 If the absence is to be over 10 days, the amount of pay shall be the difference between the Unit Member's salary and the actual rate of pay for the substitute teacher. If applicable, the over 10 day rate will apply from day eleven until day forty of the

absence.

102.10.13 The Unit Member shall receive the difference between the Unit Member's salary and the amount paid to a substitute employee which is equivalent to the per diem rate based on Certificated Column A, Step 1, beginning on day 41, if the absence extends beyond the fortieth day and provided the substitute employee has been in the assignment to earn the over 40 day rate of pay.

102.10.14 Unit Members will only pay the substitute employee's actual daily rate of pay.

10.2.10.2 The provisions of extended personal illness injury leave may be used only once for the same illness or injury.

10.2.10.3 In the event the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to illness or accident for a period beyond the five month period, and the employee is not medically able to resume their position, the employee shall be placed on a reemployment list.

102.10.3.1 If the employee is on probationary status, they shall be on the reemployment list for a period not to exceed 24 months.

102.10.3.2 If the employee has permanent status, they shall be on the reemployment list for a period not to exceed 39 months.

102.10.3.3 If, during the 24 or 39 month period, the employee is medically able, based on physician authorization, the employee shall be returned to employment in a vacant position for which they are credentialed and qualified. In the absence of a vacancy, the employee may be placed in the substitute pool. The employee will be compensated at their per diem rate of pay.

102.10.3.4 If the employee is medically unable to return after the 24 or 39 month period, they shall be deemed to have resigned.

10.3 Personal Necessity Leave

10.3.1 Each Unit Member shall be entitled to the use of 10 days of accumulated personal illness or injury leave enumerated in the provisions of 10.2.1 during each year for use in case of personal necessity.

10.3.2 Such leave may be used for:

10.3.2.1 Death of a member of the immediate family or close relative for

days of absence required in addition to days provided under Article 10.6 or for the death of a close relative where use of Article 10.6 has been denied.

10.3.2.2 Serious illness of a member of their immediate family. An illness of a serious nature shall be an illness which a Unit Member cannot reasonably be expected to disregard, and which requires the attention of the Unit Member to the ill person during their assigned hours of service.

10.3.2.3 Accident involving the Unit Member, their property, or the property of a member of their immediate family. An accident shall be an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen tragedy or act of destruction.

10.3.2.4 Appearance in court as litigant or witness under official court subpoena.

10.3.2.5 A valid religious holiday.

10.3.2.6 Significant family events: not to be used for the personal convenience of the employee (e.g., honeymoon).

10.3.3 A Unit Member shall provide advance notification of the need for a personal necessity leave day to the immediate supervisor, except in cases of extenuating circumstances.

10.3.4 Personal Business Leave

10.3.4.1 Five Personal Necessity Days may be used as Personal Business Days and may be used for any reason deemed necessary by the employee.

10.3.4.2 A unit member must notify their supervisor at least 3 student days prior to taking a Personal Business Leave day(s). The District adopted on-line Substitute Management System is sufficient notification.

10.4 Pregnancy Disability Leave (PDL) and Child Bonding Leave

10.4.1 Pregnancy Disability Leave

10.4.1.1 Unit Members are required to use illness/injury leave as enumerated in 10.2.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. PDL shall not be used for child care or child bonding, but shall be limited to those disabilities as set forth above. Unit Members must provide at least 30 days advance notice prior to the

commencement of leave if practicable. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's healthcare provider. Absent emergency circumstances, written certification of the need for the leave, the date employee's leave is to begin, and the anticipated date of return is to be submitted prior to the commencement of leave. If the healthcare provider determines that the projected beginning or ending date needs to be changed, the Unit Member will provide the healthcare provider's written certification to the District, as soon as possible.

10.4.1.2 Unit Members are entitled to an unpaid leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, recovery therefrom and whether or not illness or injury leave, as set forth in 10.2.1 has been exhausted. The date upon which the Unit Member shall resume duties shall be determined by the Unit Member on leave and the Unit Member's healthcare provider.

10.4.1.3 Available sick leave will be used only during leave which has been authorized by a healthcare provider. Extended personal illness leave as enumerated in 10.2.10 will be used when the Unit Member remains on a healthcare provider authorized leave but has exhausted all available sick leave. If accrued sick leave and extended personal illness leave are exhausted, any remaining authorized leave shall be without pay.

10.4.2 Child Bonding Leave

10.4.2.1 For purposes of this section, "child bonding leave" means leave for the purpose of the birth of a child of the Unit Member, or the placement of a child with a Unit Member in connection with the adoption or foster care of the child by the Unit Member as provided by the California Family Rights Act (CFRA) and Education Code section 44977.5.

10.4.2.2 Unit Members are entitled to a total of up to 12 work weeks of leave. Once a Unit Member exhausts all available sick leave, including accumulated sick leave, and continues to be absent for the purpose of caring for a natural or adopted child or child placed in the Unit Member's foster care, they shall be entitled to a differential pay as described in 10.2.10 during the remainder of the 12 work week period.

10.4.2.3 Unit Members shall not be provided more than one 12 work week period per child under this section. However, if the school year terminates before the 12 work weeks are exhausted, the Unit Member may take the balance into the subsequent school year.

Unit Members must use the 12 work weeks within one year of the birth or placement of the child.

- 10.4.2.4 In order to qualify for child bonding leave, Unit Members must have completed one year (12 months of service) with the District.
- 10.4.2.5 For a Unit Member taking PDL, the 12 work week child bonding leave shall commence at the conclusion of any PDL.
- 10.4.2.6 For non-birthing parents, the 12 work week child bonding leave shall commence on the first day of such leave.
- 10.4.2.7 Leaves under this section shall be concluded within one year of the birth, adoption, or placement of a child. The 12 work weeks of leave may be taken in minimum increments of two work weeks or more. Upon request, Unit Members shall be granted a leave of less than two work weeks on up to two separate occasions. Unit Members may be granted additional leaves of less than two work weeks at the employer's discretion.

10.5 Occupational Illness or Accident Leave

- 10.5.1 The District shall provide occupational illness or accident leave in accordance with Section 44984 of the Education Code for personal illness or injury which has qualified under the provisions of the Workers Compensation Law as follows:
 - 10.5.1.1 A maximum of 90 working days of leave are allowable for each occupational accident or illness.
 - 10.5.1.2 Leave may not be accumulated from year to year.
 - 10.5.1.3 Allowable leave shall be effective on the first day of absence caused by such accident or illness.
 - 10.5.1.4 Unit Members receiving full pay due to such allowable leave shall endorse any compensation received from the State Compensation Insurance Fund to the District.
 - 10.5.1.5 Each day of such allowable leave shall be counted as a full day, regardless of any worker's compensation payments endorsed over to the District.
 - 10.5.1.6 After all such allowable leave is used, the Unit Member shall be entitled to receive their regular accumulated personal illness or injury leave as enumerated in 10.2.1.
 - 10.5.1.7 The Unit Member, unless otherwise authorized by the District, shall remain within the State of California during the period of injury or illness.

10.5.1.8 The Board of Trustees may provide for such additional leave of absence for any occupational illness or accident as it deems appropriate, but not to exceed 12 calendar months.

10.5.1.9 Unit Members shall report within 24 hours any accident to themselves which occurs in the line of duty. A written report must be filed on the District accident form in order to be eligible for occupational accident leave.

10.6 Bereavement Leave

10.6.1 Each Unit Member is entitled to three days leave, or five days of leave if out of state travel is required, at full pay for the death of any member of their immediate family. Permission to use this section for other relatives because of extenuating circumstances may be granted by the Superintendent or designee.

10.6.2 For the purposes of this section, "immediate family" shall be defined as the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse or domestic partner of the Unit Member, or the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, former guardian of the Unit Member, aunt, uncle or any individual living in the immediate household of the Unit Member.

10.6.3 Unit Members exercising this leave of absence provision shall notify their immediate supervisor as soon as possible and state the expected duration of their absence.

10.6.4 The Superintendent or designee may authorize reasonable travel time where long distances are involved.

10.6.5 All days of absence used under this provision of Bereavement Leave shall result in no loss of compensation to the Unit Member.

10.6.6 The Unit Member shall use bereavement leave before using personal necessity leave, enumerated in 10.3 for the purposes of this provision.

10.6.7 Unit Members shall provide upon the District's request, additional verification of the use of the leave provisions.

10.7 Jury Duty /Witness Leave

10.7.1 Unit Members shall be provided leave with full pay for regularly called jury duty.

10.7.2 The Unit Member, while serving on jury duty, shall receive pay in the amount of the difference between the Unit Member's regular earnings and any amount received for jury service, exclusive of reimbursement by the court for jury duty

expenses.

10.7.3 A Unit Member who voluntarily defers their jury duty service from working to non-working days, shall receive the daily substitute teaching pay for the actual time spent on jury service during a recess (non-working) period. It is understood that summer school is considered a working period for those assigned. In order to receive the substitute pay, the employee must submit a copy of the original summons, the notification of postponement of service, and the dated proof of jury service.

10.7.4 Unit Members shall be provided leave with full pay in order to appear as a witness in court, other than as a litigant, in response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the Unit Member.

10.7.4.1 The Unit Member shall notify the District as soon as possible after being officially called. The Unit Member shall receive their regular salary and shall sign over to the District any fees received, except for travel, meals, or parking allowance.

10.8 Sabbatical Leave

10.8.1 Sabbatical leave of absence is a privilege accorded to qualified certificated Unit Members as provided for in the Education Code and is granted only if approved by the Board of Trustees.

10.8.2 Eligibility

10.8.2.1 Any Unit Member who will have completed at the end of the school year seven years of service in the schools comprising the District shall be eligible for sabbatical leave once in eight years.

10.8.2.2 The physical condition of any Unit Member must be approved as satisfactory by a physician before the leave is granted.

10.8.3 Applications

10.8.3.1 The Unit Member applying for sabbatical leave for the first semester of the ensuing year or for the entire following year shall submit their application by March 1 and shall be notified by May 1. A Unit Member applying for a second semester sabbatical leave shall submit their application by November 1 and shall be notified by January 1.

10.8.4 General Regulations

10.8.4.1 All activities for which leaves are granted must be planned in consultation with and approved by the Superintendent or designee. Any changes in such plans must be approved in advance by the

Superintendent or designee.

10.8.4.2 Leaves will not be granted for the purposes of engaging in gainful occupation or for the purpose of studying for a trade or another profession, except under the provisions of 10.8.5.1.e.

10.8.4.3 Unit Member, while on leave, will not be employed to do any work for the school system.

10.8.4.4 It is expected that the Unit Member shall render at least two years of service in the employ of the District following the sabbatical leave of absence. Guarantee of the Unit Member's return to service shall be provided as follows:

(1) The Unit Member shall file with the District a suitable bond indemnifying the District against loss in the event that the Unit Member fails to render at least two years of service in the employ of the District following the return of the Unit Member to the District. The bond shall not be forfeited in the event that failure of the Unit Member to return and render two years' service is caused by death, or physical or mental disability of the Unit Member; or,

(2) The Board of Trustees, at its discretion, may waive the furnishing of the bond and pay the Unit Member on leave in the same manner as though a bond were furnished when the Board finds and by resolution declares that the interests of the District will be protected by the written statement of the Unit Member to return to the service of the District and render at least two years of service following their return from leave.

10.8.5 Leave Activities

10.8.5.1 The following activities will be considered appropriate for a sabbatical leave. They are listed in order of preference, although the needs of the school system and the particular Unit Member applying for leave will be considered in each case. All plans for sabbatical leave activities must be approved by the Superintendent or the Superintendent's designee. The sabbatical leave plan shall include a statement of the need for the leave and the objective to be met during the leave.

(1) Formal graduate study

a. A minimum of 20 semester units of study will be required for full-year leaves and the appropriate fraction will be required half-year leaves. The study may be in courses for which formal college credit is granted or in courses which are audited.

- b. Content of courses in order of preference:
 - i. Unit Member's own field of work in the District.
 - ii. Closely related fields.

(2) Independent research undertaken

(3) Writing of a doctoral thesis

(4) Schedule of travel planned

(5) Occupational field experience:

- a. Experience in a commercial trade or occupational field directly related to the Unit Member's subject area when such experience will enhance the effectiveness of their teaching and the students' education.

10.8.6 Rate of Compensation

10.8.6.1 Any Unit Member on sabbatical leave who has complied with the provisions under which such leave was granted shall receive compensation at the difference between the Unit Member's salary and the substitute's salary, or one-half of the current rate of pay, whichever is greater.

10.8.6.2 The salary shall be paid as determined by the Board of Trustees in one of the following ways:

- (1) Compensation granted to the Unit Member on leave shall be paid in two equal annual installments during the first two years of service rendered in the employ of the District following the return of the Unit Member from the leave of absence; or
- (2) The compensation shall be paid the Unit Member while on the leave of absence in the same manner as if the Unit Member were teaching in the District.
- (3) In the event that the Unit Member posts the bond noted in 10.8.4.4.a, the compensation shall be paid in the same manner as if the Unit Member were teaching in the District.

10.8.6.3 Sabbatical leave of absence shall count toward advancement on the salary schedule and retirement. Retirement contributions shall be collected from the Unit Member and the District shall contribute its portion for the salary received during the sabbatical.

10.8.7 Limits on Leave

10.8.7.1 First consideration will be given to those sabbatical leave plans which involve greatest self-improvement and greatest benefit to the District. A secondary consideration will be the seniority of Unit Members applying for leaves.

10.8.7.2 A maximum of 1% of the Unit Members may be on sabbatical leave at any one time, but may not exceed the allocation for sabbatical leaves in the District budget.

10.8.8 Reporting Activities

10.8.8.1 College Transcripts: When formal college work is taken during the leave, an official transcript shall be required.

10.8.8.2 Written Report. Each Unit Member returning from leave shall file a written report with the Superintendent not later than 60 days after the return to active duty. This report shall include the name of the institution attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the Unit Member's appraisal of the professional value of the year's activities and the manner in which the knowledge and experience gained may be applied to the benefit of the pupils in the District. The report shall specifically indicate the manner in which the Unit Member has met the objectives stated in the sabbatical leave request.

10.8.9 Interruption of Program

10.8.9.1 Should there be an interruption of the program because of serious accident or illness, the Unit Member must:

- (1) Notify the Superintendent of such accident or illness within ten days;
- (2) Upon the Superintendent's request provide evidence of the accident or illness.

10.9 Study Leave

10.9.1 A Unit Member may apply for and the Board of Trustees may grant an unpaid leave of absence to pursue a program of study or travel which satisfies the criteria of 10.8.5 and 10.8.8 of the sabbatical leave section. Such leave shall be for a minimum of a semester or a maximum of one school year, except in cases of unique circumstances as approved by the Board of Trustees. Study leave of absence shall count toward advancement on the salary schedule for no more than one year.

10.9.2 The Board of Trustees, under unique circumstances, may approve a study leave of absence for a second year, but such additional leave shall not count

toward advancement on the salary schedule.

10.10 Military Leave

10.10.1 A Unit Member shall be granted military leave as required by the California Education Code and the California Military and Veterans Code.

10.10.2 Unit Members who are absent from duty while engaged in ordered military or naval duty shall receive compensation for 30 days or one-tenth of the Unit Member's annual salary. However, teachers are not entitled to compensation if called to active duty during the summer months when they would normally not be paid. (19 Ops. California Attorney General 132 [19522]).

10.11 Elective and Appointive Leave

10.11.1 The Board of Trustees may grant a Unit Member an unpaid leave of absence for the purpose of campaigning or office holding. Such leave request shall be for a stated period of time.

10.11.2 The Board of Trustees may grant paid or unpaid leave for a Unit Member who is appointed or elected to a State or Federal board, commission, or task force which is directly related to education and for which no salary compensation is paid.

10.11.3 Any Unit Member who is a permanent employee who is elected to the California State Legislature shall be granted an unpaid leave of absence from their duties by the Board in accordance with the requirements of the California Education Code.

10.12 Professional Leave

10.12.1 The Superintendent, or designee, under budgetary provisions as established by the Board of Trustees, may provide leaves of absence to Unit Members:

10.12.1.1 With pay to conduct the business of the District or to represent the District in relations with other government entities or community organizations;

10.12.1.2 With pay for the purpose of attending professional meetings or conferences when such meetings will result in direct benefit to the District and the instructional program; and/or,

10.12.1.3 With pay for the purpose of participating in workshops or in-service training programs or visitations to exemplary educational programs or classes at other schools.

10.12.1.4 All Unit Members shall be entitled upon request to no less than two days per school year as outlined in 10.12.1.2 and 10.12.1.3.

Pending available funds, conference expenses will be paid by the

District. If funds are not available, the employee may attend the approved conference or educational activity at their own expense.

10.13 Health Leave/Family Care Leave

10.13.1 Health Leave

10.13.1.1 The Board of Trustees may grant a Unit Member, upon the Unit Member's request and as certified by the Unit Member's physician, an unpaid leave for health reasons. Such leave shall not exceed one year, but may be extended by the Board in case of serious health conditions.

10.13.1.2 If for a health leave, at such time as the Unit Member notifies the District of their intention to return, the Unit Member shall submit to the District a written statement from their physician certifying the Unit Member's ability to return to full-time service in the District. A District-appointed physician may be requested to certify the Unit Member's ability to return to work.

10.13.2 Family Care Leave

10.13.2.1 A Unit Member who has been employed for at least 12 months and has worked a minimum of 1,250 hours of service immediately prior to the date the leave is to commence is eligible for leave under the California Family Rights Act of 1991 (Government Code Section 12945) and the Federal Family and Medical Leave Act of 1993 (FMLA) for a total of 12 work weeks during any 12-month period. (Refer to Board Policy 4161.8 for the purpose of 10.13.2.)

10.13.2.2 Leave is permitted for the following reasons:

- (1) The birth of a child of the Unit Member or placement of a child with the Unit Member in connection with the Unit Member's adoption or foster care of the child (for specific requirements and eligibility for child bonding leave see Article 10.4.2);
- (2) Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition;
- (3) A serious health condition which makes the Unit Member unable to perform the functions of their position.
- (4) Military Family and Caregiver Leave as described in the FMLA. (Unit Members may be entitled to up to 26 work weeks to care for a family member who is a covered service member).

10.14 Other Leaves

10.14.1 The Board of Trustees may grant a Unit Member an unpaid leave of absence for a period not to exceed one year for the purpose as deemed necessary by the Unit Member and agreed to by the Board. Leaves may be requested for purposes such as, but not limited to, child care. The Board shall take into consideration the value to the District of the leave, the urgency of the request, and the employment record of the Unit Member making the request. A personal leave may be granted once in seven years exclusive of any other leave. This restriction does not apply to child care leave.

10.14.2 The Board may approve an extension of a leave of absence for a second year.

10.15 Health and Welfare Fringe Benefits During a Period of Leave

10.15.1 During a period of a paid leave of absence, the District shall provide health and welfare benefits in the same manner as if the Unit Member was in active service to the District.

10.15.2 During a period of an unpaid leave of absence, the Unit Member may, at no expense to the District, participate in the District's health and welfare benefits program as prescribed or limited by the health benefits carrier.

10.16 Rights of Return Upon Expiration of Leave

10.16.1 In the case of a Unit Member who returns from a paid leave of absence or a study leave (Article 10.9) which has been not more than a semester, the Unit Member shall be returned to the same position/assignment which was held at the time of the commencement of the leave, unless the position has been abolished.

10.16.2 In the case of a Unit Member who returns from a paid leave or a study leave (Article 10.9) which exceeds a semester, the District shall attempt to return the employee to the same position/assignment, but it is recognized by the parties that curriculum changes, enrollment changes, or the educational requirements of the District may necessitate the employee being assigned to another position or assignment.

10.16.3 In the case of a Unit Member who returns from unpaid leave, except that of a study leave (Article 10.9), the Unit Member shall be returned to a position in the District for which they are credentialed.

10.17 Catastrophic Leave

10.17.1 Unit Members who suffer a catastrophic injury/illness which results in the Unit Member exhausting all available paid leaves, including regular sick leave, extended sick leave (differential), and industrial accident leave, if applicable, shall become eligible to use this catastrophic sick leave plan, subject to the restrictions and conditions outlined in these rules.

10.17.2 A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, requires

the employee to take time off from work for an extended period of time and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. The District must be able to determine that the employee is unable to work due to the employee's catastrophic illness or injury.

- 10.17.3 The use of this Sick Leave Bank shall be available to those Unit Members who have made a donation of at least five days to the bank prior to each request. The exception to this restriction shall be any employee who was absent due to an approved catastrophic injury/illness allowed under this rule at the time of the implementation of the Catastrophic Sick Leave Bank.
- 10.17.4 Unit Members may donate accumulated sick leave days to the Sick Leave Bank at a minimum of eight hours and in one hour increments thereafter. This donation shall be irrevocable. Sick leave donated will not count for retirement credit purposes for the donor, but will benefit the recipient. The Unit Member shall file an irrevocable "Sick Leave Bank Deposit Form" with Human Resource Services. A donation to the Sick Leave Bank shall be a general donation and from prior years' accumulation, and shall not be donated to a specific Unit Member for their exclusive use.
- 10.17.5 There is no limit to the number of sick leave days a Unit Member may donate to the sick leave bank, so long as the minimum number of accumulated sick leave days available to the Unit Member does not fall below 10.
 - 10.17.5.1 Unit Members may not contribute to the sick leave bank at the time of retirement or other separation from the District. Should the Unit Member donate within 90 days of retirement or separation, such sick leave donation shall be withdrawn from the sick leave bank.
- 10.17.6 Any mental stress related illness may be excluded from the benefits of this rule, unless the employee is hospitalized.
- 10.17.7 Bargaining Unit Members may donate earned sick leave at any time during their work year.
- 10.17.8 All Unit Members wishing to use this Sick Leave Bank shall submit a "Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to Human Resource Services. The request shall state the number of days being requested by the Unit Member. A Sick Leave Bank Committee shall consider the request of the Unit Member. The Committee shall consist of two members selected by the District, three members selected by the Association, and one from Human Resource Services to provide information. Approval of a request shall require a majority vote of the Committee members. Any rejection of a request may be appealed to the Superintendent or designee for final action and decision. The time lines for filing an appeal shall be within 10 days of notice of rejection.
- 10.17.9 The maximum number of days allowed to be utilized by one Unit Member for

a single catastrophic injury/illness shall not exceed 90 days. A Unit Member may request a specific number of days on one "Sick Leave Bank Request for Withdrawal Form." The Unit Member may request additional days up to the 90 days by filing an additional request for consideration by the Committee.

- 10.17.10 Any days approved that are unused by the employee shall be returned to the Catastrophic Sick Leave Bank.
- 10.17.11 If a Unit Member uses a day from the Sick Leave Bank, pay for that day shall be the same rate the Unit Member would have received had the Unit Member worked that day.
- 10.17.12 Unit Members who are granted use of Sick Leave Bank Days shall be considered in regular paid status during such use for all purposes. However, only hours donated and used by the employee will count toward seniority.
- 10.17.13 During September of each year, Human Resource Services shall provide the Association a statement specifying the number of days available in the Bank as of September 1 of that year and the number of days used in the previous fiscal year.
- 10.17.14 Unit Members shall be entitled to utilize contributions from other bargaining units or management if they wish.

10.18 Sick Leave for Care of Family Members (Labor Code 233)

- 10.18.1 A Unit Member may use up to five days of sick leave during a school year to care for an ill child, parent, spouse, or domestic partner. This may be used for any illness and is separate from Family Medical Leave (10.13.2) or Personal Necessity Leave (10.3.2.2). Unused sick leave days cannot be carried over to next year for this purpose.
- 10.18.2 Verification of eligibility to use this leave shall be the same as for personal illness.
- 10.18.3 Sick leave for care of family members shall be specified as a separate leave for payroll tracking purposes. This will require an employee to indicate the family member's relationship in order to be eligible for this leave.
- 10.18.4 For purposes of this section, a child includes biological, foster, or adopted children, as well as stepchildren, legal wards, or a child of a person standing "in loco parentis." A parent means a biological, foster, or adoptive parent, a stepparent or legal guardian.
- 10.18.5 No retaliation shall occur as a result of a Unit Member exercising their right to appropriately use this sick leave.

ARTICLE 11 - Association Rights

- 11.1 Association members shall have the right to:
- Reasonable access and use of instructional facilities at reasonable times to conduct Association business.
 - Use instructional facilities at reasonable times for the purpose of Association meetings.
 - Use one District designated institutional bulletin board at each school site.
 - Make brief announcements at the conclusion of a faculty meeting.
- 11.2 The Association may use the District's regular, normal interdistrict mail services, mail boxes, District electronic mail service and Unit Member electronic mailboxes for Association communications. Communications via email shall be used for the purpose of communicating dates, times, locations and topics of meetings. All Association communications shall have the proper identification of the Association.
- 11.3 Upon appropriate written authorization from the Unit Member, the Board of Trustees shall deduct from the salary of any Unit Member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board.
- 11.4 The District shall provide the Association the name, job title, work status, department, work location, home address, home telephone number, personal cellular phone number, and personal email address on file with the District of all Unit Members within 30 days of hire or by the first pay period of the month following hire. The District shall provide the Association this information every 120 days for all Unit Members.
- 11.5 The District shall provide an annual new bargaining Unit Member orientation prior to the start of the school year.
- 11.5.1 The Association shall be provided 60 minutes of uninterrupted time during this new Unit Member orientation.
 - 11.5.2 The District administration shall excuse themselves during the Association's time.
 - 11.5.3 The Association may invite California Teachers Association (CTA) vendors and CTA staff to Orientation.
 - 11.5.4 The District shall not disclose the date, time, or location of new employee orientations to any party other than the new Unit Members, the Association, relevant District employees and the vendors that are contracted to provide services for the orientation.
- 11.6 Any Unit Member hired after the start of the school year shall be provided an in-person orientation. The Association shall be provided at least two business days notice of the

scheduled onboarding except in cases of extenuating circumstances. This notice shall be sent via email to the Association President.

11.7 Association Release Time

The District shall authorize release time for the Association as follows:

11.7.1 The Association shall be granted 50 release days not to exceed five release days for any one Unit Member per school year, unless agreed otherwise in writing between the District and the Association. Requests for this time shall be made in advance and the Associate Superintendent, Human Resource Services will be notified.

11.7.2 The Association shall pay the District any costs substantiated by the District which are incurred as a result of the above release time.

11.7.3 Presidential Release Time

The District shall authorize full-time release for the Association President as follows:

- (1) District pays all costs for one period.
- (2) District will match the Association for all other salary costs incurred by the Association President, period for period.
- (3) District will pay the full health benefits of the Association President.
- (4) Association President shall work 195 consecutive days and placed on the 195 day salary schedule.

11.8 The District shall provide the Association, upon request, with two copies of official documents that it has forwarded to State or County offices, or public information forwarded to the Board of Trustees. In addition, the District shall provide three copies of School Board agendas. Agendas shall be furnished at least 48 hours before the regular Board meeting.

ARTICLE 12 - Negotiation Procedures

- 12.1 The District and the Association agree that they will meet and negotiate pursuant to the requirements of State law sufficiently in advance of the end of the term of this agreement so that there is sufficient time for a new agreement to be reached or for the resolution of an impasse. No later than April 1 (except as set forth in section 1.1 above), of the calendar year in which this agreement expires the parties shall submit their initial proposals to each other for a successor agreement or re-openers. The District shall give proper notice of such proposals at the first Board of Trustees meeting following the submission of the proposals.
- 12.1.1 The parties shall commence to meet and negotiate on re-openers or a successor agreement beginning no later than 10 working days after the completion of the public notice requirements listed above.
- 12.2 At the first negotiation meeting between the Association and the District, the parties shall negotiate on procedures they use for that year's negotiation sessions, exclusive of that amount of release time, which is already determined and stated in 12.3.
- 12.3 The District agrees to provide release time to the Association for the purpose of designated negotiation sessions a total of 32 person days for the purposes of negotiating the reopener specified in Article 1 and a total of 53 person days for the purposes of negotiating a subsequent contract agreement. Any unused negotiating days from negotiating the reopener may not be carried over or accumulated to the negotiations of the subsequent contract.

ARTICLE 13 - Health and Welfare Benefits

13.1 The District shall pay on behalf of Unit Members employed full time, payments for medical, dental, vision and life insurance benefits approved by the Board of Trustees up to a maximum as follows:

(1) Medical Coverage

HMO Medical Plans

For Plan Year 2022, beginning July 1, 2022, the District shall pay the actual cost of insurance premiums for full-time employees and their dependents who participate in the HMO medical plans up to the following rates per tier:

Employee only	\$7,330.00
Employee + One	\$14,815.00
Employee + Two or more	\$20,978.00

POS/PPO Medical Plans

For Plan Year 2022, beginning July 1, 2022, The District shall pay the actual cost of insurance premiums for full-time employees and their dependents who participate in the POS/PPO medical plans up to the following rates per tier:

Employee only	\$7,330.00
Employee + One	\$14,815.00
Employee + Two or more	\$20,978.00

(2) Dental Coverage

HMO Dental Plan

The District shall pay the premiums for full-time employees and their dependents who participate in the HMO Dental plan up to the following rates by tier:

Employee only	\$186.20
Employee + One	\$377.40
Employee + Two or more	\$555.00

PPO Traditional Dental Plan

The District shall pay the premiums for full-time employees and their dependents who participate in the PPO Dental Plan up to the following rates by tier:

Employee only	\$587.30
Employee + One	\$1,274.50
Employee + Two or more	\$1,732.70

(3) Vision Coverage

The District shall contribute annually to the VSP (vision) plan on behalf of its full-time employees as follows:

Employee Only	\$125.20
Employee + One	\$240.50
Employee + Two or More	\$362.50

(4) Life Insurance With a \$30,000.00 Term Policy

13.1.1 The District and Association agree to actively participate and work together on a Health Benefits Committee that shall meet monthly during the school year. The Committee shall explore and evaluate plan design options, offerings, best practices and cost containment measures to conserve dollars spent on health and welfare. The Committee will also explore options to move to another trust and/or provider.

13.1.2 Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly deductions.

13.2 Long term substitutes and temporary Unit Members who work in positions which are known by the District to be for a full semester or more in duration shall receive the health and welfare benefits enumerated in 13.1. Long term substitutes and temporary Unit Members who work in positions which are not known by the District to be for a full semester or more shall not be eligible for health and welfare benefits.

13.3 Health and welfare benefits as enumerated in 13.1 shall remain in force until September 30 for any eligible Unit Member who completes their service to the District and is employed on the last school day of the prior school year. Health and welfare benefits for employees who terminate from the District prior to the completion of the school year shall remain in force until the first day of the following month.

13.4 District contributions for eligible Unit Members working less than full time shall be on a pro rata basis in relation to actual hours worked.

13.5 Unit Members must be under contract for at least 20 hours weekly or three teaching periods daily for group health insurance benefits. For new certificated employees hired on or after September 1, 2005, Health and Welfare Benefits shall begin the first day of the month following 30 calendar days of employment.

13.6 Insurance coverage shall be continued for Unit Members on leave from the District under the following circumstances only:

- 13.6.1 The Unit Member has been granted a bona fide leave by the Board of Trustees, e.g., sabbatical leave, sick leave, military leave, family care leave etc., where the Unit Member remains in a paid status. Premiums for the payment of health insurance coverage for dependents will be automatically deducted from the Unit Member's paycheck and the District will continue to make its contribution. In the event the Unit Member's salary is discontinued for any reason but the leave is still in force, the Unit Member will be permitted to continue coverage entirely at their own expense pursuant to 10.15.2.
- 13.6.2 In the event the Unit Member wishes to discontinue insurance coverage while on official paid leave, they should so notify the Insurance/Risk Management Department in writing.

13.7 Retiree Health Benefits

- 13.7.1 Employees who commence STRS service retirement, and are eligible and enrolled in a District health benefit plan at time of retirement, shall be eligible to receive District paid medical benefits for the retired employee only, subject to the following conditions:

- 13.7.1.1 The employee must be at least 55 years of age at the time of retirement.

- 13.7.1.2 The employee must have completed at least 10 years of consecutive service to the District at the time of retirement.

- 13.7.1.3 The percentage of District premium payment shall be according to the following scale of District service:

- 10 years of service = 50% District paid premium
- 11 years of service = 55% District paid premium
- 12 years of service = 60% District paid premium
- 13 years of service = 65% District paid premium
- 14 years of service = 70% District paid premium
- 15 years of service = 75% District paid premium
- 16 years of service = 80% District paid premium
- 17 years of service = 85% District paid premium
- 18 years of service = 90% District paid premium
- 19 years of service = 95% District paid premium
- 20 years of service = 100% District paid premium

Any balance required for full payment of the health benefit premiums must be paid by the employee and the District may, at its sole option, prescribe regulations regarding time and form of receipt of the employee contribution.

A participant in the retiree health benefit program may provide the above coverage for their eligible dependents by paying the full cost of the District rate for the annual premium for such dependents.

- 13.7.1.4 When the retiree reaches age 65, the District contribution and all retiree and dependent participation in a District health benefit plan shall cease, unless permitted by the plan and state or federal law.
- 13.8 Unit Members eligible for health and welfare benefits hired on or after September 1, 2005, Health and Welfare Benefits shall begin the first day of the month following 30 calendar days of employment. During the open enrollment period, all Unit Members eligible for health and welfare benefits shall have the option of securing or deleting coverage for themselves and any or all eligible dependents.
 - 13.8.1 After the end of the one calendar month period enumerated in 13.10 all Unit Members eligible for health and welfare benefits shall be required to maintain the selected coverage or lack of coverage for 12 months or until the expiration of the contract with the insurance providers, whichever comes first.
 - 13.8.2 During the one calendar month period enumerated in 13.10 the District agrees to make every effort to inform Unit Members eligible for health and welfare benefits of the coverage offered and the one calendar month enrollment period.
 - 13.8.3 A Unit Member eligible for health and welfare benefits hired after the one calendar month period enumerated in 13.10 shall be afforded the opportunity to enroll in the existing health insurance programs and enroll any and all eligible dependents for a one calendar month period beginning with the Unit Member's first day of paid service.
 - 13.8.4 A Unit Member eligible for health and welfare benefits who acquires or loses an eligible dependent during a time other than the one calendar month open enrollment period enumerated in 13.10 shall be able to enroll or delete the eligible dependent for a one calendar month period beginning with the date of the acquisition or loss of an eligible dependent.
- 13.9 The District shall provide the opportunity for qualified employees to enroll in a Section 125 plan, pursuant to the appropriate State and Federal regulations. It is understood that the employees will pay any and all administrative costs related to the administration of this plan.
- 13.10 Outside Vendors shall not be given access to Unit members without the approval of the Association.

ARTICLE 14 - Wages

14.0 All Unit Members, other than those holding the position of psychologist, those with waivers, intern, or designated provisional credentials, or those paid on an hourly basis, shall receive compensation for their services according to the salary schedule of Appendix A. All psychologists shall be paid in accordance with Appendix B. All Speech Pathologists shall be paid in accordance with Appendix C. All extra duty pay shall be paid in accordance with Appendix D. All members without a base credential shall be paid in accordance with Appendix E and F.

2019-2020: Each cell of the current 2019-2020 salary schedule shall be increased on an ongoing basis by 3% retroactive to July 1, 2019. Only current District employees (employed as of the date of ratification by the parties) who are not subject to resignation or retirement agreements shall be entitled to the retroactive pay increase. No former District employees or employees who are subject to a resignation or retirement agreement shall be entitled to the retroactive pay increase. Cross-reference Article 1 for the 2020-2021 and 2021-2022 reopens on salary.

14.1 Initial Step and Column Placement

14.1.1 The maximum step allowed for certificated experience prior to District employment shall be Step 12 for members who receive an initial contract on or after July 1, 2002.

14.1.1.1 As of July 1, 2007, the maximum step allowed for experience prior to District employment shall be Step 11.

14.1.1.2 No new hires will be placed on Column D without a Master's Degree.

14.1.1.3 Prior certificated experience as referenced in Article 14.1.1 and 14.1.1.1 shall pertain to those individuals who worked with a valid credential in an accredited public or private school.

14.1.1.4 New hires who worked seventy-five percent (75%) of a school year shall be credited with one year of service credit for purposes of calculation for step placement on the salary schedule.

14.1.1.5 New hires whose prior experience was less than a full-time contract shall be granted one year's salary advancement every two years they worked between .40 FTE and .75 FTE .

14.1.2 Clinical experience in the private sector for speech pathologists who hold a Certificate of Clinical Competence (CCC) prior to District employment, may be used for step placement upon verification.

14.1.3 District nurses should receive step credit for school/pediatric nurse experience.

14.1.4 Psychologists shall receive credit for appropriate work experience with a maximum step entry placement on Step 6.

14.1.4.1 As of July 1, 2007, psychologists shall receive credit for appropriate work experience with a maximum step entry placement of Step 5.

14.1.5 Newly hired Unit Members must submit official transcripts verifying course completion in addition to verification of prior teaching/service experience for initial salary placement.

14.2 Step and Column Advancement

14.2.1 Step advancement on the salary schedule shall be given for each year of certificated employment with the District.

14.2.2 No Unit Member shall receive a step advancement unless the Unit Member has been in direct service to the District and not on leave, other than sabbatical leave or study leave, working at least .75 FTE. Unit Members who work less than a full-time contract shall be granted one year's salary advancement every two years if they work between .40 FTE and .75 FTE.

14.2.3 Unit Members may be advanced on the salary schedule on the basis of educational units they have taken beyond the Bachelor's Degree. Course credit for salary placement shall be given for post graduate, upper division or graduate work taken at schools as defined in 14.2.7 and/or participation in District approved staff development activities. Unit Members shall move across the salary schedule in accordance with the unit requirements for each column as defined in Appendix A.

14.2.4 Lower division coursework may be approved for column advancement on a case by case basis.

14.2.5 Evidence substantiating claims for advancement on the salary columns must be submitted to Human Resource Services as follows:

14.2.5.1 Units must be completed by September 30 and submitted no later than the last working day of October for salary adjustment. All adjustments that meet these criteria will be made retroactive to the first working day.

14.2.5.2 Units completed after September 30 must be submitted no later than the last working day of January. Adjustments will be made effective February 1.

- 14.2.5.3 Units completed after the last working day of January must be submitted no later than the last working day of April for salary adjustment. Adjustment will be made effective May 1.
 - 14.2.5.4 The burden of proof of experience, possession of credentials, and other required documents shall lie with the employee, both for initial placement and for subsequent advancement. Any error in salary placement shall be corrected as soon as the error is verified.
 - 14.2.5.5 A written verification of accumulated units will be given to the employee on an authorized District form within five days of written request by the employee.
- 14.2.6 Unit Members may move across the columns on the salary schedule based upon completion of sufficient coursework. Unit Members who wish to advance from Column A through C must take coursework that relates to their teaching assignment, subject matter, and/or instructional methodology or credential.
- 14.2.6.1 As of July 1, 2007, Unit Members who wish to advance from Column A through D must take coursework that relates to their teaching assignment, subject matter, and/or instructional methodology or credential.
 - 14.2.6.2 For purposes of this section, graduate units shall be evaluated as follows:
 - Semester unit = 15 hours of seat time
 - Quarter unit = 10 hours of seat time or two-thirds of Column A
 - Continuing Education unit = 10 hours of seat time
 - 14.2.6.3 Course credit may be achieved through graduate class units, approved workshops or courses by approved educational institutions, such as California Department of Education or Orange County Department of Education, or other methods, if unit credit can be determined. Conference/workshop attendance at these or other institutions/associations paid for by the District may not be used for step/column advancement. Graduate work approvals must be completed for any course or institution not preapproved by the District or for any course provided in a distance learning on-line format.
 - 14.2.6.4 College/university coursework units submitted for column advancement must be obtained at an institution accredited by the Western Association of Schools and Colleges or similar accreditation association, such as continuing education units available to speech pathologists from their professional

organizations. Unit Members attending District workshops/courses must choose between obtaining course credit or reimbursement from their annual allotment of professional development hours. Individuals must select this option no later than the date of the class.

14.2.6.5 Coursework submitted for column advancement must be accomplished outside the professional day in accordance with Article 5.

14.2.6.6 Unit Members on Column B as of July 1, 2007 who have completed at least 51 semester units of approved coursework prior to August 30, 2007 will be allowed to 'grandfather' into Column D without a Master's Degree upon completion of the required 75 units in the prescribed timelines. To be eligible for this exemption, these 51 units must be submitted to Human Resource Services no later than October 31, 2007.

Unit Members on Column C as of July 1, 2007, are exempt from the Master's Degree requirement for advancement to Column D.

Unit Members on Column D as of July 1, 2007, are exempt from the Master's Degree requirement.

14.2.7 All units are subject to the following conditions:

14.2.7.1 Use of college or university courses or non-District-sponsored workshops that are not on the District's pre-approved list for column advancement will require individuals to submit a Graduate Work Approval form. Graduate Work Approval forms must be submitted for all independent study courses or projects. This form must be submitted 20 working days in advance of the course starting date and signed by the site administrator. Final approval shall be made by the appropriate Cabinet level administrator or designee not more than 20 working days following the receipt of the form. If the request for unit(s) is not denied within the 20 days, the units will be considered approved. Units shall be compensated in accordance with 14.4.5.

A grade report or transcript will be used to verify completion of a college/university course. Attendance at District workshops and courses will be verified by the staff development sign-in sheets and transcripts. For all other non-university courses or workshops, the presenter must sign, date and record the number of hours on the bottom of the Graduate Work Approval/Longevity Verification Form.

Units may be submitted for approval in extraordinary circumstances after the first class meeting. Extraordinary circumstances include, but are not limited to, the cancellation of a class at the first class meeting. Units submitted after the second class meeting shall not be considered, unless approved by the appropriate Cabinet level administrator.

14.2.7.2 The approved units shall meet one of the following:

- (1) Be required for a degree in the present teaching field;
- (2) Be required for a certificate needed for the employee's present position;
- (3) Be required for an organized program of a credential or advanced degree in an educationally related field;
- (4) Be required for an individual's current teaching assignment and/or needs of the District;
- (5) Provide background or resource material for the Unit Member which will directly benefit the students in his/her class(es);
- (6) Be required for a special education or bilingual certificate;
- (7) Be required for supplementary authorization for a Unit Member currently on an assignment waiver.

14.2.7.3 Unless permission is received from the appropriate Cabinet level administrator, on the recommendation of the immediate supervisor, all college/university coursework will be of upper division or graduate level. Lower division coursework may be approved for column advancement on a case-by-case basis.

14.2.7.4 Unless permission is received from the appropriate Cabinet level administrator, on the recommendation of the immediate supervisor, unit credits will not be allowed for courses similar to those already completed.

14.2.7.5 All units must be verified by official college transcript, official grade card, staff development transcript and in accordance with 14.2.5.

14.2.7.6 All units must be successfully completed with a grade of "C" or above at an accredited institution of higher learning or a "pass" grade in the case of a "pass/fail" course.

14.2.7.7 The Board of Trustees may approve, for salary credit, vocational institutes available only from industry and not offered on a college or university level. Credit equivalent to one unit of similar college

credit may be granted for each 15 hours of verified instruction. The institute and the Unit Member participating must be approved in advance by the Board if the Unit Member is to be granted salary schedule credit in terms of approved graduate units.

14.2.8 The District shall provide upon request a statement indicating a Unit Member's current placement on the salary schedule. Such request may be made any time after October 31 of any school year.

14.3 Master's or Doctoral Degree Compensation

14.3.1 The District shall provide for additional compensation beyond those described above and as listed in Appendix A, B, C, E, and F for those Unit Members who have received a Master's or Doctoral Degree from an institution accredited by Western Association of Schools and Colleges or similar accreditation association and who have applied in accordance with the provisions of 14.2.5.

14.3.1.1 Beginning July 1, 2019, Master's and Doctoral degrees will receive additional compensation based on 3.75 % of Column A, Step 1 of Certificated Salary Schedule Appendix A.

14.3.2 Requests to participate in an accredited institution's Master's or Doctoral program must be submitted 20 working days in advance of the first course start date. Institutions must be on the District-approved list. If the institution is not on the approved list, candidates must appeal to the Course Approval Committee.

14.3.3 Unit Members entering a Master's or Doctoral program not on the District's pre-approved list shall attach to the Graduate Work Approval form a list of classes to be completed and the expected date of completion of the program. The form must be submitted to the appropriate Cabinet level administrator 20 working days prior to the start of the first class. In the event any of the approved classes need to be changed or substituted, an additional Graduate Work Approval form must be completed for each new class.

14.3.4 An advanced degree shall be considered to have been granted at the time a Unit Member has completed all advanced degree requirements, as shown by the transcripts or official verification letter from the registrar's office of the granting institution, even though the actual conferring of the degree may not occur until a later date. All evidence of an advanced degree completion shall be filed with Human Resource Services in accordance with the prescribed provisions.

14.4 Additional compensation is obtainable by completing training in a District certificate program (e.g., RIC, AAA) resulting in improved instructional techniques. Yearly compensation is awarded for each certificate earned.

14.5 Longevity Increments

14.5.1 For the 2006-07 school year, those Unit Members, except psychologists, meeting District standards, shall be provided longevity increments on the sixteenth, twentieth, and twenty-fourth consecutive years of service based upon service which has been recognized by the District for salary schedule placement or advancement, at the columns and amounts indicated in Appendix A. Psychologists shall be provided longevity increments on the tenth, sixteenth, twentieth and twenty-fourth consecutive years of service based upon service which has been recognized by the District for salary schedule placement or advancement, at the steps indicated in Appendix B.

For the 2007-08 school year, those Unit Members, except psychologists, meeting District standards, shall be provided longevity increments on the fifteenth, nineteenth and twenty-third consecutive years of service based upon service which has been recognized by the District for salary schedule placement or advancement, at the columns and amounts indicated in Appendix A. Psychologists shall be provided longevity increments on the ninth, fifteenth, nineteenth and twenty-third consecutive years of service based upon service which has been recognized by the District for salary schedule placement or advancement, at the steps indicated in Appendix B.

14.5.1.1 A District approved leave of absence shall not be considered an interruption in the determination of consecutive years; however, such leave shall not be considered a period of service for longevity increments.

14.6 Salary Payment

14.6.1 Except as otherwise agreed by the District and Association, salary warrants shall be drawn on an 11 month basis.

14.7 Hourly Service Rate

14.7.1 The extended contract hourly rate shall be \$30.00 per hour for Unit Members who perform duties that do not include direct instruction to students; and \$50.00 per hour for Unit Members who provide direct instruction to students.

14.7.2 Unit Members who participate in voluntary District provided staff development may utilize the option of receiving additional assignment at the extended contract hourly rate in Article 14.7.1 of \$30.00 up to the maximum number of hours available given current District staff development funding. Individuals must select their option no later than the date of the session.

Employees using this option will not receive course credit for the same course. Employees will only be compensated for staff development days completed in seven hour segments.

14.7.2.1 Unit Members who have participated in voluntary District-provided staff development and are short of accumulating a seven hour increment to turn in for compensation, may do so during the period of June 1 to June 30.

14.8 Special Education Extended School Year Rate

Special Education teachers who are assigned to the severely handicapped program in the Special Education Extended Year at the ENF facility shall be paid at their full per diem rate, provided that they work a regular contractual day.

14.8.1 Severely Handicapped Programs (Daily Per Diem)

As per the bargaining agreement between the District and the Association (Article 14.10); in addition to the severely handicapped program at Dana ENF, teachers assigned to the Severely Handicapped program at Reilly Elementary School and teachers assigned to the Autism Pre-K/K programs throughout the District also work their regular contractual day during the Extended School Year session.

14.8.2 Speech pathologists, nurses, and appropriately credentialed itinerant teachers for visually, orthopedically, or hearing impaired students shall be paid their hourly per diem rate, pro-rated to the number of hours worked for the summer session, or the extended contract hourly rate in Article 14.7.1 of \$50.00 per hour, whichever is greater.

14.8.3 Any contracted District teacher who teaches in a Severely Handicapped program during ESY shall be paid at their hourly per diem rate, pro-rated to the number of hours worked for the summer session, or the extended contract hourly rate in Article 14.7.1 of \$50.00 per hour, whichever is greater.

14.8.4 Any contracted District teacher who teaches in a non-severe Special Day Class program during ESY shall be paid at their hourly per diem rate, pro-rated to the number of hours worked for the summer session, or the extended contract hourly rate in Article 14.7.1 of \$50 per hour, whichever is greater.

14.8.5 Any contracted District Psychologist who serves in a severely handicapped program during ESY shall be paid at their hourly per diem rate, pro-rated to the number of hours worked for the summer session, or the extended contract hourly rate in Article 14.7.1 of \$50 per hour, whichever is greater.

14.8.6 ESY Summer School Guidelines for Employment

Unit members shall be selected for Extended School Year using the following criteria;

- 14.8.6.1 Has taught the subject or grade level within the past three years and holds appropriate credentialing.
 - 14.8.6.2 Notification of eligibility for employment does not guarantee a summer position for the teacher.
 - 14.8.6.3 Employment is dependent upon sufficient student enrollment throughout the entire summer session. All teachers will be notified as early as possible about any changes to their summer employment status.
 - 14.8.6.4 If you are not selected for a teaching position and would like to substitute, you will be paid at the current substitute teacher rate of pay.
 - 14.8.6.5 In the event a classroom needs to be dissolved and a teacher needs to be released, the teacher will be selected in the following order: (1) Volunteers; (2) regular year substitutes/student teachers; (3) regular year temporary teachers; (4) regular year probationary teachers; (5) regular year tenured teachers.
 - 14.8.6.6 Summer session substitutes will be paid at the current substitute teacher rate of pay.
- 14.8.7 All qualified Unit members shall be given the opportunity to apply for Extended School Year positions. Applications for Extended School Year positions shall be submitted by April 15 with notification of tentative assignment by the first working day in June.

14.9 Summer Education Summer Assessments

If a Psychologist is assigned by an administrator to perform special education assessments outside of their 200 consecutive day work year, then he or she shall be compensated at per diem rate based on hours of work performed.

14.10 Summer School Guidelines for Employment

- 14.10.1 All District funded classes taught during the summer months, excluding the Extended School Year Article 14.8, will be considered summer school.
- 14.10.2 All qualified Unit members shall be given the opportunity to apply for summer school positions. Applications for summer school shall be submitted by April 15 with notification of tentative assignment by the first working day in June.

Unit members shall be selected for summer school using the following criteria;

- 14.10.2.1 Has taught the subject or grade level within the past three years and holds a credential for the subject.
- 14.10.2.2 Has experience, consistent with the summer school courses approved by the Board of Trustees, which use current methods, techniques, or approaches, especially in courses for students who have been unable to succeed in regular classes.
- 14.10.2.3 Notification of eligibility for employment does not guarantee a summer position for the teacher.
- 14.10.2.4 Employment is dependent upon sufficient student enrollment throughout the entire summer session. All teachers will be notified as early as possible about any changes to their summer employment status.
- 14.10.2.5 If you are not selected for a teaching position and would like to substitute, you will be paid at the current substitute teacher rate of pay.
- 14.10.2.6 In the event a classroom needs to be dissolved and a teacher needs to be released, the teacher will be selected in the following order: (1) Volunteers; (2) regular year substitutes/student teachers; (3) regular year temporary teachers; (4) regular year probationary teachers; (5) regular year tenured teachers.
- 14.10.2.7 Summer session substitutes will be paid at the current substitute teacher rate of pay.
- 14.10.3 Summer School Compensation will be paid the extended hourly rate in Article 14.7.1 of \$50 per hour. Summer school preparation will be paid at the rate of the extended contract hourly rate in Article 14.7.1 of \$30 per hour.
- 14.10.4 All absences from summer school except bereavements will be deducted from accumulated sick leave.

14.11 Special Education Assessments/Therapy Additional Compensation

Referrals for additional assignment(s)/extra pay assignments(s) are generated by the special education department administrators due to the following circumstances and will be paid at a per diem rate when performed outside of contracted hours:

- 14.11.1 Assessment requests (IEE, additional) that may be fulfilled by CUSD special education staff members with a specific area of expertise.

- Cranio-facial/resonance, motor speech, and auditory processing specialist (speech)
- Fluency, stuttering specialist (speech)
- Deaf & Hard of Hearing and Cochlear Implant Specialist (speech)
- Alternative Augmentative Communication Specialist (speech)
- Neuropsychologist (psychologist)
- Emotional Disturbance and Behavioral Disorders (psychologist)
- Autism Spectrum Disorders (psychologist)

14.11.2 Assessment/therapy requests that are in addition to current caseloads.

14.11.3 Selecting educational personnel to conduct assessments and/or additional therapy sessions will involve the following process:

14.11.3.1 A survey of current CUSD staff through the department lead.

14.11.3.2 Information requested will include:

- Desire to work extra assignment(s)
- Areas of specialized training/experience
- Availability
- Congruence of above information to the case (student's age, program, services, etc.)

14.11.3.3 A special education administrator will review assessment(s)/therapy needs to the list of available and interested special education staff to determine who will receive the additional pay assignment.

14.12 Salary Underpayment/Overpayment Recovery Plan

In order to ensure proper range and step placement for employees, cooperation is required between the employee and the District Payroll and Human Resource Services Departments. Unit Members are requested to review their salary placement, at least annually.

Should a Unit Member believe that they have been improperly placed (e.g., not receiving the correct salary), the Unit Member should immediately bring this to the attention of the Payroll or Human Resource Services Departments. Should the District discover a salary error, the Unit Member will be notified in writing, at the earliest possible time after the error is noticed. A placement error that results in an incorrect payment to the Unit Member will be corrected after the District has received appropriate verifications from the Unit Member and/or County office or District department as appropriate. The statute of limitations for such corrections is three years.

14.12.1 Underpayments

Should the salary placement result in an underpayment to the Unit Member (less than they should be receiving), a supplemental amount due to the Unit Member shall be included in the Unit Member's next regularly scheduled paycheck following appropriate verification. Every effort will be made to ensure timely processing, especially in those cases where hardship exists.

14.12.2 Overpayments

Should an incorrect salary placement result in an overpayment to the Unit Member, as it is considered a gift of public funds, the Unit Member shall be responsible for the full repayment of any amount in excess of their appropriate salary and/or other compensation. The Unit Member shall be responsible for arranging a payment plan with the Payroll Department, resulting in the full amount being repaid during a period not to exceed the period in which the overpayment was collected. Overpayments may be repaid by personal check, cash or through payroll deduction. Any exceptions to the time period would require the approval of the Chief Financial Officer or designee.

In the event that the District and the Unit Member are unable to agree on a repayment plan which is acceptable, the Unit Member shall be notified that legal action may then be taken by the District in order to collect the overpayment amount.

Any questions regarding this section may be directed to the Payroll or Human Resource Services Departments.

14.13 Department Chair Selection

14.13.1 Each high school shall be eligible for a total of eight positions at a 10% stipend. Each middle school shall be eligible for a total of seven positions at a 7% stipend. Stipends shall not be shared.

14.13.1.1 Each department shall submit up to two nominees for the position of Department Chair after considering all volunteers who express interest. The names will then be forwarded to the principal. Prior to April 1 of each year, the Principal shall email the staff requesting each department begin the department chair selection process. Each department chair, during the month of April, shall allow all individuals interested in being considered by the Principal as the Department Chair for the following school year to submit their name to a vote. The department members may each vote for a minimum of one and a maximum of two nominees. The top two vote getting individuals shall have their names forwarded to the Principal for consideration. In the event there is only one name, that name shall be forwarded to the Principal for consideration.

14.13.1.2 The Principal shall make a selection based on the names submitted, if an individual is suitable for the position.

14.13.1.3 However, if after reviewing the qualifications of the two nominees in relation to the job responsibilities, the Principal does not feel comfortable appointing the nominees as a Department Chair, they may request additional names for consideration.

14.13.2 The Assistant Superintendent, Education Services, or designee, shall identify designated Department Chair positions and provide a list of those remaining positions which are at the discretion of the Principal.

14.13.3 The selection of department chairs is not mean to replace the established site based decision making process and consensus building process.

14.13.4 Department chair selection does not imply preference to receive 6/5th assignment. If a department chair receives a 6/5th assignment in consecutive years, the administrator responsible for the placement should provide rationale for the placement to all competing applicants within the department.

14.14 Co-Curricular Coaching Selection and Compensation

14.14.1 Every attempt shall be made to fill vacant coaching positions from within the school district. Employees from within a school site shall get first consideration for any vacancy at that site pursuant to CA Ed Code 44919(b).

14.14.2 An announcement concerning an extra duty pay vacancy at a school site shall be emailed to all eligible certificated employees at least ten working days prior to filling an out-of-season vacancy and at least three working days prior to filling an in-season vacancy. The announcement shall include the administrator in charge of filling the position and the method of application to fill the vacancy.

14.14.3 All certificated employees who are paid an in-season coaching stipend, whether or not it is paid by district funds, shall receive all eligible bonuses in accordance with the Co-Curricular Activities Schedule (Appendix D) and all eligible STRS contributions.

- 14.14.4 Reductions to the funding of the co-curricular schedule or the modification and/or freezing of co-curricular stipends shall be made solely through the collective bargaining process.
- 14.15 Elementary School Combination Class Compensation
 - 14.15.1 Teachers who are assigned to a general elementary combination class will receive a co-curricular stipend on Appendix D of the co-curricular Schedule under Group VI of the Agreement.
- 14.16 Two-Way Immersion Stipend
 - 14.16.1 Full-time unit members working a complete school year as the teacher of record in Spanish Two-Way or Mandarin Immersion programs at grades TK-12, who teach in Spanish or Mandarin, and possess a BCLAD credential, shall receive a \$2,250 stipend. Unit members who work less than a complete school year as the teacher of record in a Spanish Two-Way Immersion or Mandarin Immersion Program at grades TK-12 shall receive a pro-rated stipend based on their FTE or school days worked during the school year.

ARTICLE 15 - Part-time Employment: Reduction of Workload from Full-Time

- 15.1 In accordance with Education Code 22713, the Board of Trustees may allow an employee to reduce his/her workload from full-time to part-time. The employee will receive service credit as if employed on a full-time basis. If an employee participates in the program, he/she must meet the following minimum guidelines:
- 15.1.1 In accordance with this article and Education Code provisions, Unit Members may reduce their workload from full-time to part-time duties and maintain retirement benefits.
 - 15.1.2 The Unit Member shall have reached the age of 55 prior to the reduction in workload.
 - 15.1.3 The Unit Member shall have been employed full-time in a position requiring certification for at least 10 years of which the member shall not have had a break in service during the five years immediately preceding the break in service.
 - 15.1.4 The option to reduce the member's workload must be exercised at the request of the Unit Member and can be revoked only with the mutual consent of the District and Unit Member.
 - 15.1.5 The Unit Member shall be paid a salary which is a pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
 - 15.1.6 The Unit Member shall receive health benefits in the same manner as a full-time Unit Member.
 - 15.1.7 The Unit Member and the District shall make the contribution required of full-time members of the State Teachers' Retirement System. Such contributions shall be based on an amount that the Unit Member would be earning were he/she employed full-time.
 - 15.1.8 The minimum part-time employment shall be the equivalent of one-half of 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. This part time arrangement may be of two types:
 - 15.1.8.1 Part-time all year during the regular school term.

15.1.8.2 Full-time for a semester.

15.1.9 The period of the reduced workload shall be that permitted by law.

15.1.10 Prior to the reduction of a member's workload, the employer, in conjunction with STRS, shall verify the member's eligibility to participate in the reduced workload program.

15.2 The provision of the above shall not preclude the Board of Trustees from entering into any other part-time employment contract for Unit Members of the District.

ARTICLE 16 - Grievance Procedures

16.1 Definition of Terms

- 16.1.1 A “Grievance” is an allegation that there has been a misinterpretation, a misapplication, or a violation of the specific provisions of this agreement.
- 16.1.2 A “Grievant” is an individual employee in the bargaining unit covered by the terms of this agreement who alleges a grievance. The Association shall have the right to grieve on issues of Association Rights and Organizational Security, in accordance with 16.5.11 below.
- 16.1.3 The “Respondent” is the party named by the grievant as being responsible for the alleged violation or dispute in question.
- 16.1.4 The “Immediate Supervisor” is the District designated management employee having immediate jurisdiction over the grievant.
- 16.1.5 The “Day” is a day in which the grievant is scheduled to work.

16.2 Procedures at Informal Level

- 16.2.1 Within 20 days after the occurrence of the act(s) or the act(s) of omission giving rise to the grievance and before filing a formal grievance, or within 20 days from the time when the grievant could reasonably be expected to know of the event which gives rise to the grievance and before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor.

16.3 Procedures at Formal Level

16.3.1 Level One

- 16.3.1.1 If the grievance has not been resolved at the informal level, the grievant shall, within 30 days after the occurrence of the act(s) or act(s) of omission giving rise to the grievance, or within 30 days from the time when the grievant could reasonably be expected to know of the event which gives rise to the grievance, present his/her grievance on the prescribed form to the immediate supervisor.
- 16.3.1.2 Each formal grievance shall be submitted in writing on the grievance form. The form shall contain:
 - (1) A general statement of the grievance;

- (2) Identification of the grievant;
- (3) The provision(s) of the agreement involved in the grievance;
- (4) The name of the respondent; and
- (5) The specific relief sought.

16.3.1.3 The immediate supervisor shall communicate his/her decision to the employee in writing within 10 days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

16.3.1.4 A conference shall be held within the above time limits at the request of either the grievant or the immediate supervisor.

16.3.2 Level Two

16.3.2.1 If the grievance is not resolved at Level One within 10 days after the submission of the grievance at Level One, he/she may appeal the decision to the Superintendent or designee. The appeal shall be submitted on the prescribed form.

16.3.2.2 A conference shall be held within the above time limits at the request of either the grievant or the Superintendent or designee.

16.3.3 Level Three

16.3.3.1 If the grievance is not resolved at Level Two within 10 days after the submission of the grievance at Level Two, the grievant may request that the Association submit the grievance to advisory arbitration. The Association shall notify the Superintendent in writing within 15 days after the receipt of the request from the grievant that the grievance has been submitted for arbitration.

16.3.3.2 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five working days, a joint request shall be made to the American Arbitration Association (A.A.A.) requesting a list of arbitrators be submitted. The cost for the services of the A.A.A. shall be mutually shared by the Association and the District.

16.3.3.3 Within five working days of receipt of the list of arbitrators, the Association and District shall meet and will alternately strike names until one name remains. The remaining name shall be the name of the selected arbitrator. The order of striking shall be determined by lot.

16.4 Arbitration

- 16.4.1 The parties shall be bound by the Voluntary Labor Arbitration Rules of the A.A.A.
- 16.4.2 The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any decisions which requires the commission of an act prohibited by law or which is violative of the terms of the agreement. The decision of the arbitrator shall be advisory. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.
- 16.4.3 The cost of the services of the arbitrator will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 16.4.4 The decision of the arbitrator shall be in the form of recommendation to the parties. If neither the District administration nor the Association files a request to the Board of Trustees to undertake review of the arbitrator's decision within 10 days of its issuance, then the decision of the arbitrator shall be deemed adopted by the Board and becomes final and binding on all parties. If a timely request for review is filed with the Board, it shall then undertake review of the entire hearing records and briefs. The Board shall hear any oral arguments presented by either party. Within 30 days after receiving the request for review, the Board shall render a decision on the matter which shall be final and binding on all parties except that such final and binding decision shall not be deemed to preclude the Association from litigating the decision of the Board in a court of competent jurisdiction for procedural or substantive reasons.
- 16.4.4.1 "Final and binding" as used in this section shall mean that the grievant and the District shall comply with the decision of the Board unless a court of competent jurisdiction directs otherwise.
- 16.4.4.2 If the Board does not render a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the arbitrator.

16.5 Miscellaneous

- 16.5.1 Nothing contained herein shall be construed as prohibiting the grievant from requesting assistance from the Association to assist in processing the grievance nor is to authorize the participation of the Association in a grievance except at the grievant request.

- 16.5.2 The time limits specified at each level in the grievance procedure shall be considered to be maximums and efforts shall be made by both parties to meet these time limits. The time limits, however, may be extended by mutual written agreement.
- 16.5.3 In the event a grievance is filed at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to the grievant or the District, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.
- 16.5.4 If a grievant does not file a grievance or an appeal within the prescribed time limits, the grievance shall be considered completed. If the District does not respond within the prescribed time limits, the grievant may appeal to the next level within the stated time limits.
- 16.5.5 The grievant and/or his/her representative shall be provided reasonable release time at Level One or above for the purpose of grievance conferences and hearings. Any witness who appears at the conference or hearing shall be accorded the same right. Grievants and/or their representatives shall provide adequate notice to their immediate supervisors reasonably in advance of the anticipated appearance.
- 16.5.6 All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 16.5.7 No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or the Board of Trustees against the grievant or any representative of the grievant by reason of their bringing a grievance or participating in a grievance; nor shall any reprisals of any kind be taken by the Association or any member or representative or the Association against either the grievant, the District, any District employee, or any participant in the grievance procedure by reason of such participation or decision.
- 16.5.8 The District shall not agree to a resolution of a formal grievance until the President of the Association has received a copy of the grievance and the proposed resolution and the Association has been given opportunity to file a response. The Association shall receive a copy of each formal grievance at the time of filing.
- 16.5.9 Both parties to the grievance shall have access to documents, within the policies and procedures defining confidentiality, which would assist in adjudicating the grievance.

- 16.5.10 All evidence shall be disclosed by both parties prior to submitting of the grievance to arbitration.
- 16.5.11 In the case of grievance issues which are the result of a District Superintendent Office level decision and which are applicable to all members of the bargaining unit of the same grade and/or subject level area, the Association may file a grievance at Level One on behalf of a Unit Member. The individual grievant, prior to the initiation of an Association grievance at Level One, shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor.
- 16.5.12 Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

ARTICLE 17 – Peer Assistance and Review

17.0 Purpose

The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist certain permanent, referred and voluntary teachers in the areas of subject matter knowledge, teaching strategies and teaching methods. It furthers the District and the Association's goal of improving the quality of instruction and, in turn, supporting successful student achievement. (Education Code §44500 ct. seq.) This shall be accomplished through the use of Consulting Teachers who will not participate in or conduct evaluations of certificated Unit Members as set forth in Article 7, Evaluation.

17.0.1 Resources for PAR shall be utilized first for Referred Participating Teachers and then Voluntary Participating Teachers. The Joint PAR Panel may also determine additional priorities.

17.1 Definitions (For purposes of this Article)

17.1.1 "Teacher" is any permanent classroom teacher in the certificated bargaining unit.

17.1.2 A "Referred Participating Teacher" is a teacher who has permanent status and has received an unsatisfactory rating in the areas of subject matter knowledge or teaching strategies, or whose performance evaluation resulted in a Professional Improvement Plan (PIP) in those areas, will be required to participate in the PAR Program. The definition of evaluation can be found in Education Code (§44662 et seq.)

17.1.3 A "Voluntary Participating Teacher" is a teacher who has permanent status who by his/her own choice decides to seek assistance through PAR in the areas of subject matter knowledge, teaching strategies or teaching methods.

17.1.4 A "Consulting Teacher" has at least five years teaching experience, substantial recent classroom instruction experience and will provide assistance to PAR Participating Teachers. Consulting Teachers must have exemplary teaching ability and be involved in continuing professional development activities.

17.1.5 A "Principal," or evaluating administrator, is a certificated management employee appointed by the District who, as part of their job duties, also conducts performance evaluations of certificated teachers.

17.1.6 The "Joint PAR Panel" is a collaborative body composed of classroom teachers and District administrators. The Panel shall have responsibilities

related to the start up, implementation and annual monitoring of the PAR Program to ensure its success.

- 17.1.7 "Subject Area Specialists" are teacher experts who will be available to Consulting Teachers to provide support in major curriculum areas to PAR participants either through the Consulting Teacher, or directly, on a limited basis, if the Consulting Teacher requests and the Panel approves.
- 17.1.8 "PAR Application" is a form submitted by a Voluntary Participating Teacher in collaboration with the Principal.

17.2 Participating Teachers

- 17.2.1 Permanent Teachers may participate in PAR by a referral or by volunteering.
- 17.2.2 A Referred Participating Teacher is an experienced teacher with permanent status who receives assistance to improve his or her performance and has been placed on a PIP.
 - 17.2.2.1 A Referred Participating Teacher shall continue under PAR until the Joint Panel determines the teacher will no longer benefit, the teacher receives a satisfactory evaluation, or the teacher is separated from the District. In any event, the maximum amount of time in PAR shall not exceed 18 months.
 - 17.2.2.2 A Referred Participating Teacher shall be assigned a Consulting Teacher. This assignment shall be approved by the Joint Panel. This selection may be appealed by either party, or the Evaluator, to the Joint Panel.
 - 17.2.2.3 A Referred Participating Teacher shall be provided assistance by the Assigned Consulting Teacher, and may also receive additional assistance from a Subject Area Specialist and may utilize Subject Area Specialists as part of this process.
 - 17.2.2.4 The Referred Participating Teacher, the Principal, and the Consulting Teacher shall meet and discuss the recommended areas for improvement outlined in the PAR Summary and the types of assistance needed.
 - 17.2.2.5 A Referred Participating Teacher shall receive a copy of the Consulting Teacher's final summary report.

17226 If a Referred Participating Teacher has any concerns with the Consulting Teacher or the process, he or she may contact the Association Designee for assistance.

1723 A Voluntary Participating Teacher is an experienced teacher with permanent status who volunteers to participate in the PAR Program upon Joint Panel approval, after consulting with the site Principal.

1723.1 The purpose of the PAR program for the Voluntary Participating Teacher is to improve his or her performance. The focus areas for assistance shall be determined when the Principal and teacher meet to fill out the PAR application.

17232 A Voluntary Participating Teacher may receive assistance for a minimum of three months and a maximum of one year. They may withdraw from the program anytime after three months.

17233 A Voluntary Participating Teacher shall be assigned a Consulting Teacher. That assignment shall be approved by the Joint Panel.

17234 A Voluntary Participating Teacher shall receive assistance from the Assigned Consulting Teacher and may also receive assistance from a Subject Area Specialist.

17235 The Voluntary Participating Teacher, Consulting Teacher and the Principal shall meet and discuss the recommended areas for improvement outlined in the PAR Summary and the types of assistance needed.

17236 A Voluntary Participating Teacher shall receive a copy of the Consulting Teacher's Final Summary Report.

1723.7 If a Voluntary Participating Teacher has any concerns with the Consulting Teacher or the process he or she may contact the Association Designee for assistance.

17.3 Consulting Teachers

17.3.1 Consulting Teachers provide assistance to Referred and Voluntary Participating Teachers.

- 17.3.1.1 A Consulting Teacher shall be a permanent, credentialed teacher, preferably with five years of recent classroom instruction experience. Consulting Teachers shall have demonstrated exemplary teaching ability, as indicated by effective communication, subject matter knowledge, knowledge of California and District curriculum standards and objectives, effective teaching strategies, success in promoting student achievement, continued professional development activities, and knowledge of the California Standards for the Teaching Profession.
- 17.3.1.2 Consulting Teachers will be provided release time as needed to perform their duties. Consulting Teachers shall be paid the hourly rate for activities extending beyond or outside the workday.
- 17.3.1.3 Consulting Teachers shall be selected by consensus of Panel Members.
- 17.3.1.4 Consulting Teachers shall be appointed annually and may be renewed or extended by the Joint Panel.
- 17.3.1.5 The Consulting Teacher, and the Participating Teacher and the Principal shall meet and discuss the recommended areas for improvement outlined in the PAR Summary or application form and the types of assistance needed.
- 17.3.1.6 Consulting Teachers shall conduct multiple observations of Participating Teachers during their classroom instruction and determine assistance, as appropriate, based on the PAR Summary or application form.
- 17.3.1.7 Consulting Teachers shall maintain confidentiality for activities required in observing and monitoring Participating Teachers.
 - 17.3.1.7.1 Consulting Teachers will submit monthly contact logs or status reports and a Final Summary Report shall be given to the Joint Panel.
 - 17.3.1.7.2 The Consulting Teacher may be asked to meet with the Principal and the Participating Teacher to share a log of activities completed by the Consulting Teacher and the Participating Teacher.

17.3.1.7.3 The Consulting Teacher shall not participate in a performance review of any Referred or Voluntary Participating Teacher, nor provide any evaluative information on the Participating Teacher.

17.3.1.8 Consulting Teachers shall receive training in coaching skills, conflict resolution, and teacher observation.

17.3.1.9 If a Consulting Teacher has any concerns with the Participating Teacher or the process, he/she may contact the Association Designee for assistance. The Association Designee will communicate with the District PAR Administrator when appropriate.

17.4 Subject Area Specialists

17.4.1 Subject Area Specialists shall be available to provide assistance and support to Participating Teachers through Consulting Teachers on an as-needed basis.

17.4.2 The Joint Panel determines the criteria for selection of Subject Area Specialists. The Subject Area Specialists shall be outstanding teachers in particular subjects.

17.4.3 Assignment of a Subject Area Specialist to assist a Participating Teacher may be made at the request of a Consulting Teacher or by the Joint Panel. In making assignments, the Joint Panel shall keep in mind the continuity of the educational program in the Subject Area Specialist's classroom.

17.4.4 Subject Area Specialists may serve in other staff development activities and be additionally compensated on an hourly basis.

17.4.5 Subject Area Specialists shall be paid on an hourly basis or provided release time for support services rendered.

17.4.5.1 Subject Area Specialists' final summary report shall be made available to the site Principal.

17.4.5.2 Subject Area Specialists shall be approved by the Joint Panel for both Referred and Voluntary Teachers. The selection may be appealed by either party, or the Evaluator to the Joint Panel.

17.5 Governance - Joint Panel

- 1751 The Joint PAR Panel shall be composed of certificated classroom teachers, appointed by the Association, who will be the majority, and administrators appointed by the District.
- 175.1.1 Three Classroom teachers selected by the Association.
- 175.1.2 Two District Administrators selected by the District, one who has recent site Principal experience, and the Assistant Superintendent, Human Resource Services or designee.
- 1752 Every effort shall be made to schedule Joint Panel meetings during the regular teacher workday. Teachers who are members of the Joint Panel shall be released from their regular duties to attend meetings.
- 1753 Joint Panel members may not serve or apply to become Consulting Teachers while serving on the Panel.
- 1754 Joint Panel members shall be familiar with consensus decision making and other principles that will contribute to their success in overseeing PAR.
- 1755 Decision-making shall be by consensus. However, if the Joint Panel members fail to reach consensus, decisions will be made by majority vote.
- 1756 The chair of the Joint Panel shall be shared jointly by the Association President and District Administrator overseeing PAR.
- 1757 The Joint Panel's responsibilities shall include the following:
- (1) Select trainers and/or training providers;
 - (2) Establish internal operating procedures and regulations necessary to carry out the Education code 44500 et seq. requirements;
 - (3) Select Consulting Teachers and Subject Area Specialists;
 - (4) Assign Consulting Teachers to Participating Teachers;
 - (5) Evaluate effectiveness of Consulting Teachers in this role;
 - (6) Coordinate training for Consulting Teachers, Panel members, Participating Teachers and Subject Area Specialists, as necessary;
 - (7) Develop a resource guide for Consulting Teachers, Principals, and Participating Teachers;
 - (8) Determine and assign duties and responsibilities of Consulting Teachers while considering the continuity of the educational program in the Consulting Teacher's classroom;
 - (9) Establish application procedures for Consulting Teachers and Subject Area Specialists;
 - (10) Forward Consulting Teacher logs and anecdotal reports to

- Human Resource Services at the end of the year;
- (11) Establish a meeting schedule, with at least one meeting in September/October to review any cases that are carried over from the previous year;
 - (12) Create the PAR Program forms;
 - (13) Adopt a complaint procedure that requires review of complaints about the program in a timely manner;
 - (14) Determine qualifications for Subject Area Specialists to provide effective assistance;
 - (15) Develop a budget for PAR Program subject to Board approval.

17.6 Other Provisions

17.6.1 Unit Members who function as Joint Panel members or Consulting Teachers under this document shall not be considered either management or supervisory employees as defined by Government Code Section 3549.1(g) and (m).

17.6.2 Unit Members who perform functions as Consulting Teachers or Joint Panel 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. The District shall defend and hold harmless individual Joint Panel members, Consulting Teachers and Subject Area Specialists from any lawsuit or claim arising out of the performance of their duties under the PAR Program.

17.6.3 Records

17.6.3.1 All documents and information relating to participation in the Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, 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.

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

17.6.3.3 All documents related to the PAR program shall be housed separately from the individual personnel records, and will be filed in Human Resource Services

ARTICLE 18 - Professional Standards

18.0 This article is not designed to limit the District's right to evaluate Unit Members in accordance with the provisions of this agreement.

18.1 The parties agree that in maintaining high professional standards a teacher is expected to protect the welfare of the students, adhere to the California Education Code, State regulations, District Board Policies, and the negotiated agreement. Any action taken by the District in administering this Article will be taken only for just cause and in accordance with due process. Whenever possible, corrective measures will be taken prior to invoking disciplinary action. These measures shall include, but are not limited to, counseling, corrective suggestions for behavior modification, and conference(s) to assess progress. Assistance shall be provided when appropriate.

The District administration will attempt to appropriately recognize and commend certificated employees who perform above and beyond that which can reasonably be expected of a certificated employee. Such recognition may be for a single outstanding action or consistent performance over time.

18.2 Except when the conduct warrants otherwise, the District shall utilize a "Progressive Discipline" procedure which includes the following:

- (1) Conference with written summary of meeting;
- (2) Written warning;
- (3) Written reprimand; and
- (4) Reduction in employee pay and/or suspension, with or without pay

The written summary of the conference and the written warning shall not be placed in the Unit Member's personnel file unless a pattern of behavior becomes evident. However, the written reprimand and any written documentation from step "1" can be placed in the Unit Member's personnel file.

18.3 Notwithstanding the above, nothing in this Article shall prevent management from proceeding directly to any step listed in 18.2 without having completed any prior steps when the employee conduct threatens the safety of students, employees, other persons or District property; involves either deliberately falsifying District documents or taking District property for personal financial gain; indicates a physical or mental condition making him/her unfit to instruct or associate with children.

18.3.1 Nothing regarding "1" or "2" in 18.2 may be used as support for appropriate use of progressive discipline or any incidents

occurring after a four year period with no intervening offense.

- 18.3.2 Any written warning and/or written reprimand will clearly state the behavior alleged to be offensive of the professional standards expected. It must be clearly stated to the Unit Member in writing that he/she is receiving a conference with written summary of meeting, or written warning as it relates to the Professional Standards Article.
- 18.3.3 The employee may be represented at stages a through d of the progressive discipline procedure by a representative of his or her choice.
- 18.3.4 The site administrator or immediate supervisor shall be responsible for the performance of step "1" of 18.2. The site administrator shall be solely responsible for the performance of step "2" and "3" of 18.2.
- 18.3.5 Reduction of employee pay shall occur only in the case that an employee has been absent from duties for reasons other than those contractually authorized or approved by the administration and shall be only for the amount of the employee's regular pay for the period absent from duty.
- 18.3.6 Before recommending "action pursuant" in 18.2 "3" or 18.2 "4," the site administrator or immediate supervisor will personally review the facts of the matter with the employee and any witnesses, if appropriate. The administrator or supervisor will give a copy to the employee of any written documents pertaining to the allegation(s) of inappropriate conduct and make known to the employee any witnesses.
- 18.3.7 If discipline under 18.2 "4" is recommended, the site administrator shall make such recommendation to the appropriate Cabinet level administrator and shall include supporting documentation with such recommendation. The site administrator will notify the employee of such recommendation.
- 18.3.8 The appropriate Cabinet level administrator, after review of the matter, and possible interview with the employee and/or witnesses will either resolve the issue without imposition of discipline or will forward a recommendation to impose discipline to the Superintendent.
- 18.3.9 The Superintendent or designee will, within 10 working days notify the employee of impending action or that the matter has

been resolved.

After investigation, if the allegation is found to be without merit, any materials placed in the employee's personnel file with regard to the matter shall be immediately removed.

18.3.10 Nothing regarding a recommendation or imposition of a suspension shall be placed in an employee's personnel file until and unless the suspension occurs.

18.3.11 The Association will be notified whenever a written reprimand is issued to a Unit Member.

18.4 Suspension

18.4.1 Upon notification from the Superintendent that a suspension is being recommended to the Board of Trustees, the employee may within 10 working days notify the Superintendent and the Association in writing that he or she requests the matter to be submitted to arbitration. The Association will notify the Superintendent within 10 working days of receipt of such request whether or not it will proceed to arbitration on behalf of the employee.

18.4.2 If the Association determines to proceed to the arbitration on the suspension, no such suspension will be imposed until and unless the arbitrator recommends such action. The decision of the arbitrator on this matter shall be final and binding upon all parties.

18.4.3 The parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association and shall utilize the services of the A.A.A. for selection of an arbitrator.

18.4.4 The cost of the selected arbitrator shall be shared equally by the Association and the District except in the case the arbitrator determines that just cause criteria have not been met by the District. In those cases, the District will absorb the entire cost of the services of the arbitrator, filing fees and any costs for substitutes for Unit Members being absent from work due to appearance(s) at the arbitration hearing.

18.5 The employee may utilize the Grievance Procedures in Article 16 of this agreement for an alleged violation of this Article, except for suspension appeals which shall be bound by the provisions of this Article only.

18.6 This Article is not intended to replace or limit the District's rights under

California law to institute dismissal proceedings or to institute immediate suspension or mandatory leaves of absence when so called for under California law. Discipline under this Article shall not be regarded as a precondition to proceedings under California law.

- 18.7 Pertinent Education code sections shall supersede any part of this Article if there is a conflict with the code.

ARTICLE 19 - Non-Discrimination

19.1 The District and the Association agree that no bargaining Unit Member shall be discriminated against because of race, color, ancestry, national origin, religious creed, political affiliations, age (over 40), sex, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, sexual orientation, place of residence, denial of family care leave, membership or non-membership in the Association, or for engaging in or refusing to engage in lawful Association activities.

The District and the Association agree that no bargaining Unit Member shall be subjected to unlawful sexual harassment or retaliation in the course of the member's employment or related Association activities.

192 Americans with Disabilities Act of 1990

19.2.1 Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the District to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms, and privileges of employment.

19.2.2 The Association recognizes that the District has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the District.

19.2.3 Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

19.2.4 Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the District will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to discuss options to disregarding the Agreement.

ARTICLE 20 - School-Based Management and Shared Decision Making

20.1 Purpose

It is the purpose of this article to allow broad based teams which might include administrators, teachers and parents at the school level to work collaboratively in the process of shared decision making. Shared decision making is a process in which all members of the education community at the school level collaborate in defining school goals, formulating policy and implementing programs to improve student performance and achievement.

As schools continue to improve instructional programs and delivery systems, applications for restructuring efforts may be submitted to the District Restructuring Council (DRC) to facilitate a waiver of contract provisions, Board policy and/or California Education Code.

20.2 Employer-Employee Relations Council (EERC)

2021 This council will review proposed language, new programs, solve problems, and focus on areas which may not be within the collective bargaining arena.

2022 Ground rules and principles for Council meetings will be agreed upon and applied at all Council meetings annually.

2023 The District and Association agree there will be equal representation by the District and Association.

20.3 The District Restructuring Council (DRC)

The DRC will be comprised of an Executive Committee and three Subcommittees (e.g., high school, middle school and elementary school representation). The Executive Committee shall include the president or designee of the Association and two other bargaining Unit Members, representation from the other District Bargaining Associations, the Parent Council, the Board of Trustees, the Superintendent, the business community and one student. Teacher members of the Executive Committee shall be appointed by the Association and represent each of the three grade levels. These bargaining Unit Members will also represent the Association on the DRC Subcommittees.

2031 The purpose of the DRC is to review proposals, consider waiver requests and to verify the effectiveness and appropriateness of the restructuring process.

2032 The decisions of the DRC shall be reached by consensus.

2033 Specific concerns will be referred back to the school as necessary.

20.4 Application

Schools may request to waive a contract provision if the waiver will support the educational mission of the District as outlined in the Capistrano Unified School District Strategic Plan.

- 2041 Requests for an individual school waiver of a specific provision(s) of the collective bargaining agreement may be submitted to the DRC. The school waiver must demonstrate how the proposal will improve the teaching and learning process and include documentation of the decision making process. Additionally, restructuring proposals must demonstrate that the proposal reflects a genuine consensus of all affected stakeholders and will demonstrate a process to evaluate the effectiveness of the plan.
- 2042 Proposals needing exceptions to the Collective Bargaining Agreement must be certified by the DRC as meeting the criteria outlined in the Board policy on School-Based Management and Shared Decision Making and will be forwarded to the Association prior to being agendaized for the Board of Trustees.
- 2043 The “exception” will be in force for the one year term of the school’s Site- Based Coordinated Plan, or for the lesser period of time, as specified in the plan.

20.5 Utilization

This process will be used even if agreement on the change has already been reached and implemented by staff teams unaware of any contract violation.

20.6 Participation

In order to participate in the exception process as stipulated in this article, staff as a school site must have demonstrated a commitment, as well as experience and/or training in problem-solving and shared decision making. It is intended that all staff potentially affected by a decision will have the opportunity to participate in the decision-making process.

- 2061 Decisions will be made by consensus. Consensus will be defined to have been reached when:
 - (1) All group members have been given the opportunity to participate in contributing to or reviewing the proposal in final form;
 - (2) Differences of opinion, which are viewed as contributing to

- the process, have been aired;
- (3) All members of the affected groups or the decision-making body have had a chance to state their opinions about their issues; and
 - (4) All members of the working group or decision-making body have agreed to go along with the decision. This state is usually reached when each member of the group or decision-making body agrees to support at least a one-year pilot effort of the proposal.

20.6.2 Group members who would be significantly affected by a decision are those who will participate in the shared decision making consensus process. This might include, for example, an entire school staff, a department, a middle school team, grade level teams or other units of organization institutionalized at a given school.

20.7 Renewal

A school may renew a waiver request and must include in its application evidence from its evaluation that the waiver resulted in improved teaching or instruction and that it is the consensus of the affected Unit Members to continue the waiver as outlined in the school plan. Upon affirming those conditions, the DRC will automatically reinstate the waiver after the final approval from the Association Board and the Board of Trustees as outlined in 20.3.2 above.

ARTICLE 21 - Savings Provision

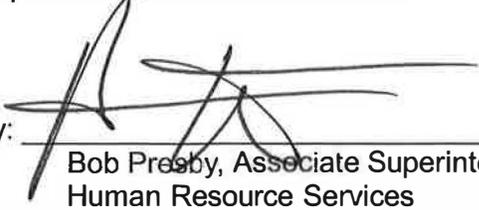
If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting, except to the extent provided by law, but all other provisions of this agreement shall continue in full force and effect.

ARTICLE 22 - Completion of Meet and Negotiate

- 22.1 This agreement constitutes the entire agreement between the parties and concludes meet and negotiate on any item, whether included in the agreement or not, for the term of this agreement. All matters not specifically enumerated within the provisions of this contract shall be deemed to be the sole decision of the Board of Trustees.
- 22.2 During the term of this agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and it is agreed that the Association and the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District and the Association at the time they met and negotiated and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

APPROVED:

Capistrano Unified School District

By: 
Bob Presby, Associate Superintendent,
Human Resource Services

Date 3/1/2023

APPROVED:

Capistrano Unified Education Association

By: 
Greg Young, Bargaining Chair

Date 3-1-23

MEMORANDUM OF UNDERSTANDING
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

ARTICLE 11 ASSOCIATION RIGHTS

This Memorandum of Understanding is entered into by the Capistrano Unified School District and the Capistrano Unified Education Association to modify Article 11.7: Association Release Time.

Whereas, the CUSD/CUEA contract states:

11.7 Association Release Time

The District shall authorize release time for the Association as follows:

11.7.1 The Association shall be granted 50 release days not to exceed five release days for any one Unit Member per school year, **unless agreed otherwise in writing between the District and the Association**. Requests for this time shall be made in advance and the Associate Superintendent, Human Resource Services will be notified.

This MOU serves to prove, in writing, of the modification of Article 11.7.1 to allow the Bargaining/Grievance Chair, release time for the 2023-24 and 2024-25 school year.

The cost of this release time shall be borne by the CUEA. The District shall be reimbursed by the CUEA in the same manner as in section 11.7.2.

If the CUEA Bargaining Chair is a secondary teacher, then the release time shall be for one (2) section(s) (class periods) of his/her contract.

If the CUEA Bargaining Chair is not a secondary teacher, then the release time shall be for 40% of his/her contract. The release time replacement shall be a 40% certificated contract.

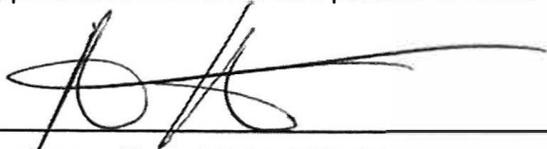
CUEA and CUSD shall work together during the fall semester of that school year to find a suitable replacement to cover the Bargaining Chair's contract responsibilities during the released time.

The Bargaining/Grievance Chair shall:

Prepare and coordinate the CUEA Bargaining team;
Coordinate bargaining sessions with CUSD;

Facilitate discussions between CUEA and CUSD in a variety of matters involving elementary and secondary schools;
The grievance chair will work with the grievant and administration to resolve the grievance at the lowest possible level;
Follow grievance timelines as indicated in Article 16;
Coordinate with the grievant all grievance resolutions;
The grievance chair, in conjunction with the grievant, has the authority to resolve grievances at the Informal level, and Formal Level One;
Inform the Association and District of all grievance resolutions;

The parties agree they will continue to meet and negotiate, as practicable, regarding the continued application of this MOU as it pertains to Article 11.7.



Capistrano Unified School District

3-31-23

Date



Capistrano Unified Education Association

3-31-23

Date

CERTIFICATED SALARY SCHEDULE
with Base Credential
 (Not applicable to Psychologist or Speech Pathologist)
 CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California
 Effective 7/1/2022

STEP	A Bachelor's Degree + 0 - 44 units	B Bachelor's Degree + 45 - 59 units	C Bachelor's Degree + 60 - 74 units	D Bachelor's Degree + 75 units with Master's Degree
1	63,319	66,485	69,809	75,498
2	65,535	68,812	72,252	78,140
3	67,829	71,220	74,781	80,875
4	70,203	73,713	77,398	83,706
5	72,660	76,293	80,107	86,636
6	75,203	78,963	82,911	89,668
7	77,835	81,727	85,813	92,806
8	80,559	84,587	88,816	96,054
9	83,379	87,548	91,925	99,416
10	86,297	90,612	95,142	102,896
11	89,317	93,783	98,472	106,497
15		98,472	103,396	111,822
19		104,380	109,600	118,531
23		111,687	117,272	126,828
				129,202 ⁽¹⁾

Units for salary placement are based upon upper division or graduate level coursework taken after receipt of Bachelor's Degree from an accredited four year college or university.

- ~ Members hired into the District may receive credit for up to ten years of comparable experience to a maximum starting salary of Step 11. To be placed on Column D, new unit members must have a Master's Degree. *
 - ~ Counselors and District Nurses receive \$6,155 calculated at 10.8% of 90% of Cell A1 (\$63,319 x 90% = \$56,987).
 - ~ Co-curricular activity percentages calculated on 90% of Cell A1 (\$63,319 x 90% = \$56,987).
 - ~ Extended contract rate shall be \$30 per hour for members who perform duties that do not provide direct instruction to students and \$50 per hour for members who provide direct instruction to students. Summer School contract rate shall be \$50 per hour.
 - ~ Extra pay for Department Chairs, athletic activities, and other co-curricular activities. (See Appendix C)
 - ~ Teachers with a Master's Degree shall receive \$2,374. Teachers with a Doctorate Degree shall receive \$2,374. Each stipend was calculated at 3.75% of Cell A1 (\$63,319 x 3.75% = \$2,374).
 - ~ Additional column compensation of \$200 is obtainable by completing training in a CUSD certificate program [Reading Instruction Certificate (RIC), AAA certificate].
 - ~ Those unit members, except psychologists, meeting District standards shall be provided longevity increments on the 15th, 19th, and 23rd years of service to the District at the columns and amounts indicated in Appendix A.
- ⁽¹⁾ The Maximum Salary includes \$2,374 for a Master's Degree.

~ **Includes a 10.0% increase to the schedule effective 7/1/2022 for unit members in active status as of April 19, 2023.**

Adopted : 4/19/2023

PSYCHOLOGIST SALARY SCHEDULE
CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California
 Effective 7/1/2021

<u>STEP</u> *	<u>SALARY</u> ⁽¹⁾
1	90,359
2	95,026
3	99,691
4	104,353
5	109,024
9	113,827
15	118,925
19	124,193
23	130,911

Psychologists hired into the District after July 1, 2007, may receive credit for appropriate work experience with a maximum step entry placement on Step 5. *

⁽¹⁾ Salaries include a \$2,159 stipend for a Master's Degree.

~ *Includes a 4.57% increase to the schedule effective 7/1/2021 (inclusive of the 3.0% previously applied).*

Adopted: 3/2/2022

SPEECH PATHOLOGIST SALARY SCHEDULE
CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California
 Effective 7/1/2022
 187-Day Work Calendar

STEP	SALARY ⁽¹⁾
1	92,798
2	95,864
3	99,035
4	102,319
5	105,719
9	112,754
15	118,667
19	125,474
23	133,891

⁽¹⁾ Salaries include a \$2,374 stipend for a Master's Degree and a \$2,590 stipend for Speech Pathologist.

~ Additional stipends of \$2,849 are eligible for each of the following:

- * Clinical Rehabilitative Services Credential
- * California Speech Pathology License
- * National Board Certification

~ The \$2,849 stipend is calculated at 5% of 90% of Cell A1 of the Certificated Salary Schedule ($\$63,319 \times 90\% = \$56,987$).

~ Clinical experience In the private sector for a Speech Pathologist who hold a Certificate of Clinical Competence (CCC) prior to CUSD employment, may be used for step placement upon verification.

~ As of March 1, 2011, the maximum step allowed for comparable experience prior to CUSD employment shall be Step 23.

~ ***Includes a 10.0% increase to the schedule effective 7/1/2022 for unit members in active status as of April 19, 2023.***

Adopted: April 19, 2023

CAPISTRANO UNIFIED SCHOOL DISTRICT

Compensation for Co-Curricular Activities

Percentage Calculated on 90% of Cell A1 (\$63,319 x 90% = \$56,987)

Effective 7/1/2022

GROUP O

Department Chairperson, High School	10%
Athletic Director	10%
Lead Counselor	10%
Lead Nurse	10%
Lead Psychologist	10%
Lead Speech Pathologist	10%

GROUP I

Academic Comp. Coach, High School	9%
Band, Marching, High School	9%
Football, Varsity (Head)	9%
GATE Coordinator	9%
Music Coordinator	9%

GROUP II

Annual, High School	8%
Baseball, Varsity (Head)	8%
Basketball, Boys/Girls Varsity (Head)	8%
Choral, High School	8%
Director, Student Act., Middle School	8%
Drama, High School	8%
Football, Varsity (Assistant)	8%
Softball, Varsity (Head)	8%
Safety & Equipment (per semester)	8%
Track, Boys/Girls Varsity (Head)	8%
Trainer	8%
Newspaper Advisor, High School	8%

Group III

Cross Country, Boys/Girls Varsity (Head)	7.5%
Golf, Boys/Girls Varsity (Head)	7.5%
Lacrosse, Varsity Head	7.5%
Soccer, Boys/Girls Varsity (Head)	7.5%
Swimming, Boys/Girls Varsity (Head)	7.5%
Surfing, Boys/Girls Varsity (Head)	7.5%
Tennis, Boys/Girls Varsity (Head)	7.5%
Volleyball, Boys/Girls Varsity (Head)	7.5%
Water Polo, Boys/Girls Varsity (Head)	7.5%
Wrestling, Boys/Girls Varsity (Head)	7.5%

GROUP IV

Academic Comp. Coach, High School (Asst)	7%
Annual, Middle School	7%
Baseball, Varsity (Assistant)	7%
Basketball, Boys/Girls Varsity (Assistant)	7%
Department Chairperson, Middle School	7%
Drama, Middle School	7%
Football, Jr. Varsity (Head)	7%
Football, Freshman (Head)	7%
Pep Squad, High School	7%
Softball, Varsity (Assistant)	7%
Sports Coordinator, Middle School	7%

GROUP V

Football, JV/SOPH (Assistant)	6%
Soccer, Boys/Girls Varsity (Assistant)	6%
Strength and Conditioning Trainer	6%
Swimming, Boys/Girls Varsity (Assistant)	6%
Track, Boys/Girls Varsity (Assistant)	6%
Volleyball, Boys/Girls Varsity (Assistant)	6%
Waterpolo, Boys/Girls Varsity (Assistant)	6%
Wrestling, Varsity (Assistant)	6%

*3% per Semester

GROUP VI

Auxiliary Band Unit, High School	5%
Auxiliary Band Unit, High School (Assistant)	5%
Band, Jazz, High School	5%
Baseball (Assistant)	5%
Basketball, Boys/Girls (Assistant)	5%
Cross Country, Boys/Girls (Assistant)	5%
Dance	5%
Elementary Combination Class Teacher	5%
Football, Freshman (Assistant)	5%
Golf, Boys/Girls (Assistant)	5%
Journalism/Mass Media	5%
Music, Elementary	5%
Pep Squad, High School (Assistant)	5%
Soccer, Boys/Girls (Assistant)	5%
Softball (Assistant)	5%
Surfing, Boys/Girls (Assistant)	5%
Swimming, Boys/Girls (Assistant)	5%
Tennis, Boys/Girls (Assistant)	5%
Volleyball, Boys/Girls (Assistant)	5%
Water Polo, Boys/Girls (Assistant)	5%
Wrestling, (Assistant)	5%

GROUP VII

Choral, Middle School	4%
Instrumental Music A/B, Middle School	4%

GROUP VIII

Academic Comp. Coach, 8th Grade	3%
Academic Comp. Coach, 7th Grade	3%
Academic Comp. Coach, 6th Grade	3%
ASB Elementary	3%
California Schools Federation	3%
National Honor Society	3%
Orchestra, High School	3%
Peer Assistance Leadership	3%

Group IX

Mock Trial/Speech Contest	2.5%
Speech Contest	2.5%

GROUP X

Music Elementary (Primary)	2%
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GROUP XI

Auto Trouble Shooting	1%
Block Music Team Facilitator	1%
Outdoor Education, Elementary	**See Note
Science Fair, Middle School	1%
Spelling Bee, Middle School	1%

Note: Prorate Stipend **\$128.00 per night

~ Coaching Bonus: \$1,000 bonus for coaching two or more high school C.I.F. recognized sports.

~ Longevity Co-curricular Bonus: 12.5% of the unit member's stipend beginning the sixth consecutive year.
25% of the unit member's stipend beginning the eleventh consecutive year.

~ Individual Sport: 5% of coach's coaching salary per week for C.I.F. play-offs.

~ Pep Squad, High School; Band/Auxiliary Band Unit and Assistant Band Unit: 10% of stipend per week for C.I.F. Football and Basketball.

~ Team Sport: 10% of coach's coaching salary per week for C.I.F. play-offs.

~ Maximum of two bonus weeks will be given Surfing teams advancing to the SCSA championships.

Teams advancing to the first round will receive one week's compensation.

~ Some positions may not be funded in a school year. Check with the site administrator regarding the current status of each position.

CERTIFICATED SALARY SCHEDULE
(No Base Credential)*
 CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California
 Effective 7/1/2022

STEP	A Bachelor's Degree + 0 - 44 units	B Bachelor's Degree + 45 - 59 units	C Bachelor's Degree + 60 - 74 units	D Bachelor's Degree + 75 units with Master's Degree
1	56,174	58,983	61,932	65,029
2	58,140	61,047	64,100	67,305
3	60,175	63,184	66,344	69,661
4	62,281	65,395	68,666	72,099
5	64,461	67,684	71,069	74,622
6	66,717	70,053	73,556	77,234
7	69,052	72,505	76,130	79,937
8	71,469	75,043	78,795	82,735
9	73,970	77,670	81,553	85,631
10	76,559	80,388	84,407	88,628
11	79,239	83,202	87,361	91,730

* For holders of Interns, Emergency Permits, Waivers, Designated Subjects and any additional non-fully credentialed documents issued by CTC.

Units for salary placement are based upon upper division or graduate level coursework taken after receipt of Bachelor's Degree from an accredited four year college or university.

- ~ Members hired into the District may receive credit for up to ten years of comparable experience to a maximum starting salary of Step 11. To be placed on Column D, new unit members must have a Master's Degree. *
- ~ Teachers with a Master's Degree shall receive \$2,374. Teachers with a Doctorate Degree shall receive \$2,374. Each stipend was calculated at 3.75% of Cell A1 ($\$63,319 \times 3.75\% = \$2,374$).
- ~ Counselors and District Nurses receive \$4,964 calculated at 10.8% of 90% of Cell A1 ($\$51,067 \times 90\% = \$45,960$).

~ ***Includes a 10.0% increase to the schedule effective 7/1/2022 for unit members in active status as of April 19, 2023.***

Adopted : 4/19/2023

CERTIFICATED CAREER TECHNICAL TEACHER SALARY SCHEDULE*
CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California
 Effective 7/1/2022

STEP	AA	BB	CC	DD
	0 - 30 units	31 - 60 units	61 - 90 units	91 - 120 units
1	56,174	58,983	61,932	65,029
2	58,140	61,047	64,100	67,305
3	60,175	63,184	66,344	69,661
4	62,281	65,395	68,666	72,099
5	64,461	67,684	71,069	74,622
6	66,717	70,053	73,556	77,234
7	69,052	72,505	76,130	79,937
8	71,469	75,043	78,795	82,735
9	73,970	77,670	81,553	85,631
10	76,559	80,388	84,407	88,628
11	79,239	83,202	87,361	91,730

* For holders of Designated Subjects and Career Technical Education credential documents issued by the Commission on Teacher Credentialing and are contracted CUSD employees.

Units for salary placement are based upon lower and upper division coursework.

~ Members hired into the District may receive credit for up to ten years of comparable experience to a maximum starting salary of Step 11.

~ *Includes a 10.0% increase to the schedule effective 7/1/2022 for unit members in active status as of April 19, 2023.*

Adopted : 4/19/2023

