

AGREEMENT

Between The

AZUSA UNIFIED SCHOOL DISTRICT

And The

**AZUSA EDUCATORS
ASSOCIATION/CTA/NEA**

**Effective
November 1, 2019 through June 30, 2022**

ARTICLE 1

RECOGNITION

1.1 The District recognizes the Association as the exclusive representative for the following unit of employees:

1.1.1 Included: All regular contract certificated personnel, expressly including the following designations and groupings of positions and classifications: all contract classroom teachers TK through 12 (including temporary teachers as defined by E.C. 44920, and those on official Board approval leaves), DIS (Designated Instructional Services), RSP (Resource Specialist Program), SDC (Special Day Class), VI (Visually Impaired), Speech/Language Pathologist, Adaptive PE, Career Vocational Teacher, Continuation, ISP (Independent Study Program), GATE (Gifted and Talented Education), Resource Teacher, School Nurse, Counselor, Life Skills, SOAR (Student Opportunity for Academic Recovery), and JROTC (Junior Reserve Officer's Training Corps).

1.1.2 Excluded: All management employees, Adult Education teachers, and all Classified employees, all supervisory, all confidential employees, all casual or limited term personnel such as all substitutes, temporary employees, all hourly employees and all Extended Day Care employees.

1.1.3 The parties hereto agree that a certificated position may be added or deleted from the unit upon mutual agreement between the Association and the District. In the event the parties cannot agree, either may seek unit clarification and/or modification through procedures provided by the Public Employment Relations Board (PERB).

ARTICLE 2

ASSOCIATION RIGHTS AND RESPONSIBILITIES

2.1 Association Access, Communications and Meetings

- 2.1.1 The Association shall have the right, with site administrator approval, to use school meeting rooms to conduct Association business.
- 2.1.2 Upon arriving at a school site, an Association representative shall inform the office of the site administrator of his or her presence and the estimated length of visit.
- 2.1.3 The Association shall have the right to use school facilities outside of District operations hours upon completion of the Civic Center facilities use permit.
- 2.1.4 The Association shall have the right to use school mailboxes and bulletin boards. Copies of all general mailings and announcements shall be provided to the principals at the same time they are distributed, for informational purposes only.
- 2.1.5 The Association shall have reasonable use of the internal school mail system to distribute organizational materials. Material shall be dated, and the Association name shall appear on it. A copy shall be provided to the Superintendent, and one copy shall be provided to each site administrator at the same time it is placed in school mailboxes.
- 2.1.6 The names of all unit members listed by location shall be provided to the Association without cost as soon as possible after the beginning of the school year, but no later than 30 calendar days after the first day of service, except in the event of special circumstances requiring delay. Upon the Association's request, an updated list shall be provided to the Association prior to the end of each month.
- 2.1.7 The District shall provide the Association with the names and addresses of all the new unit members who were employed during the summer months. This information shall be provided to the Association prior to teacher orientation day.

2.1.8 The Superintendent shall furnish to the Association agendas and minutes of all School Board meetings and all public information attachments thereto at the time of distribution to the Board of Education, with one copy to be sent to each of the following: the Association office, President, and Bargaining Chairperson.

2.2 Release Time

2.2.1 The Association President shall be entitled to one of the following options for release time:

2.2.1.1 The Association President shall receive thirty-seven (37) days of release time to be used one full day per week, during the same day each week as determined by the Association President; or

2.2.1.2 The Association President shall be allowed to take one (1) period per day as release time to be taken during the same period each day as determined by the Association President.

The Association President, as a condition of receiving the release time as stated above, must notify the District in writing, each semester of his/her option and the period or day in which the Association President will be taking that release time during the semester. If the Association President is an elementary teacher, the Association President must choose option 2.2.1.1 above.

2.2.2 The Superintendent or designee shall provide reasonable release time for negotiations for the unit's bargaining team. The time will be utilized for at-the-table negotiations and necessary caucus involved in this procedure or for other mutually agreed upon investigations and research.

2.2.3 The Association is responsible for all substitute teacher costs generated from unit members' release time for the purpose of conducting official Association business,

excluding those released days provided to the Association President as outlined in Article

2.2.1.1.

2.2.3.1 Human Resources shall provide the Association a quarterly report of released days. The Association President or designee shall verify the appropriate/legitimate use of all release days and return the confirmed report to the Assistant Superintendent of Human Resources.

2.2.3.2 The District's Business Services Department shall provide a billing statement to the Association for all charges to be made to the Association's Reserve Account. For each fiscal year there shall be at least two (2) billing statements provided.

2.2.3.3 The Association President shall have up to fifteen (15) additional release days to conduct Association business, beyond the thirty-seven (37) provided in Article 2.2.1.1, for each fiscal year. These days will be at the Association's expense and will be paid from the Association's Reserve Account.

2.2.3.4 The District and the Association are committed to minimizing the number of released days in order to reduce the number of disruptions to classroom instruction.

2.2.3.5 The Association shall implement ongoing use of the Reserve Account to pay for all substitute teacher costs that are required to conduct Association business with the exception of those release days provided in sections 2.2.1 and 2.2.2.

2.3 Association Membership Payroll Dues Deduction

2.3.1 Any unit member who is a member of the Azusa Educators Association/CTA/NEA or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues for the regular salary check of the unit member each month for ten (10) months.

2.3.2 With respect to all sums deducted by the District pursuant to this article, the District. agrees

to make every effort to pay said funds on the first certificated payday of the month, barring extenuating circumstances outside the control of the District. In that case, the District agrees to remit such monies no later than three (3) work days after the first of each month to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made and indicating changes in personnel from the list previously furnished.

2.3.3 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employee Relations Board (PERB) challenging the legality or constitutionality of the payroll dues deduction provision of this Agreement or its implementation.

2.3.4 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 2.3.3 shall not be compromised, resisted, defended, tried, or appealed.

2.3.4.1 The District shall have the right to choose its own attorney.

2.3.4.2 The District shall have the right to be consulted before any decision is made whether an action shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 3

EVALUATION PROCEDURE

See Appendix I

ARTICLE 4

LEAVES OF ABSENCE

4.1 **General Provisions**

- 4.1.1 A leave of absence is an authorization for a unit member to be absent from duty generally for a specific period of time for an approved purpose.
- 4.1.2 A leave protects the unit member by holding a place for him/her in the District until the leave expires. If a paid leave, the unit member shall have the right to return to the school site where he/she was assigned when the leave was authorized. If an unpaid leave, a good faith effort shall be made to return the unit member to the school or site where he/she was assigned when the leave was authorized.
- 4.1.3 A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.
- 4.1.4 Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, salary supplemental coverage and retirement credit the same as if they were not on leave. Those who go on to an unpaid leave during any pay period shall receive their salary supplemental coverage for the balance of that pay period.
- 4.1.5 Unit members on an unpaid leave of absence shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advanced payment of the premium in a manner reasonably required by the District.
- 4.1.6 In order to receive credit to advance on the salary schedule, a unit member must serve a minimum of five (5) school months.
- 4.1.7 A unit member who is absent from work other than for those days as authorized by law or authorized by leave provisions of this Agreement is taking an unauthorized absence in

breach of contract and in violation of this Agreement. The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service of unauthorized absences.

4.2 Bereavement Leave

4.2.1 A unit member is entitled to a leave of absence on account of the death of any member of the immediate family. Unit members shall be granted up to three (3) days for bereavement purposes; if out of state or if 300 or more miles travel is required, two (2) additional days shall be provided.

4.2.2 No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by any other provisions of the Agreement.

4.2.3 Members of the immediate family means the mother, father, brother, sister, grandmother, grandfather, or grandchild of the unit member or of his/her spouse or registered domestic partner, and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepfather, stepmother, stepchild, and/or guardian, or any relative living in the immediate household of the employee.

4.3 Sick Leave

4.3.1 Sick leave may be used for absences arising out of physical or mental disability, injury, pregnancy or childbirth-related disability.

4.3.2 Sick leave will be credited at the rate of one (1) day per month of employment, which may be accumulated without limit. One (1) day of sick leave will be credited to the unit member who teaches the full summer session. A unit member working less than full time shall be credited with the same ratio that his/her employment bears to full time employment.

4.3.3 When the District finds that just cause exists, a doctor's release or verification of the illness or injury may be required during or after the absence.

4.3.4 Pay for any such day of absence shall be the same as the pay which would have been

received had the unit member served during that day. A unit member who is absent because of illness or injury for less than a school day shall have a prorated amount of sick leave deducted.

4.3.5 Unused sick leave shall be accumulated from year to year. If a unit member obtains employment in another California public school district, the unit member's accumulated sick leave record will be sent to that district, upon written request.

4.3.6 No later than March 1, every unit member shall annually receive a sick leave credit statement showing the number of days in the accumulated account and the number of days allocated for the current school year. Should a unit member retire, the accumulated sick leave shall be credited to the unit member's retirement account as permitted by the Education Code or other law.

4.4 Extended Illness and Injury Benefits

4.4.1 Pursuant to Education Code section 44977, when a unit member, because of illness or accident, has used all regular and accumulated sick leave, he/she is then placed on statutory sick leave for a period of not more than five (5) school months (100 working days) in any fiscal year. Illness leave is limited to five (5) school months (100 days) of illness leave for each illness. During this period, a unit member shall be paid either fifty percent (50%) of his/her contracted salary rate or substitute differential pay, whichever is greater. In determining substitute differential pay, the amount deducted from the salary due the unit member in any month in which the absence occurs shall not exceed the amount actually paid the substitute employee employed to fill his/her position or, if no substitute is employed, the amount which would have been paid to the substitute had one been employed.

4.5 Pregnancy Disability Leave

4.5.1 Upon written request, leave shall be granted to a unit member who is required to be absent from duties because of disability caused or contributed to by pregnancy, miscarriage,

childbirth or related medical conditions. Such leave shall be subject to the following provisions:

- 4.5.2 Pregnancy disability leave shall be chargeable to the sick leave and/or extended illness leave pursuant to Sections 4.3 and 4.4 above.
- 4.5.3 A unit member is expected to continue the performance of her duties until her physician certifies that she is medically incapable of doing so. A unit member requesting pregnancy disability leave shall have her physician specify in writing the date on which she plans to begin the leave and the date on which she plans to return to employment.
- 4.5.4 A unit member who has been on pregnancy disability leave and chooses to return to employment on a specified date shall provide a written statement from her attending physician stating that she is physically capable of resuming the performance of her duties on the specified date.
- 4.5.5 If a unit member wishes to cease performing her duties at an earlier date, she may request a personal leave without compensation to be effective immediately and continue until commencement of the pregnancy disability leave. If a unit member does not choose to return to employment until sometime after the attending physician certifies as to her capability of resuming the performance of her duties, she may request child-bonding/parental leave (4.6 below) or a personal leave without compensation.

4.6 Paid Child-Bonding/Parental Leave

- 4.6.1 As provided by Education Code section 44977.5, unit members shall be entitled to twelve (12) workweeks of parental leave in any twelve (12) month period as set forth in this section. For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care within twelve (12) months of the birth or placement.
- 4.6.2 All unit members shall be entitled to ten (10) working days of paid parental leave pursuant to the provisions of this section. The Association shall reimburse the District for these days

at the unit member's per diem rate of pay. These days are in addition to other paid leaves and shall be used first.

- 4.6.3 After exhaustion of the ten (10) days in Section 4.6.2, unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a combined period of up to twelve (12) workweeks.
- 4.6.4 When a unit member has exhausted the ten (10) days and all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he/she shall be entitled to substitute differential pay or 50% pay for any of the remaining twelve (12) workweek period. Such substitute differential pay or 50% pay shall be paid as set forth in Section 4.4 above. In order to use substitute differential pay/50% pay, the unit member must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
- 4.6.5 A unit member shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.
- 4.6.6 Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.
- 4.6.7 Except for extenuating circumstance, a unit member shall give at least thirty (30) calendar days notice of the birth of a child and intent to take parental leave under this section. Leave shall be taken in increments of at least two (2) weeks duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.
- 4.6.8 A unit member returning from paid parental leave shall have the same reinstatement rights as under Family and Medical Leave below.
- 4.6.9 Any unit member who uses parental leave must provide written medical evidence to the

District of a live birth or legal evidence of placement of a child for adoption or foster care.

4.7 Child Care Leave

4.7.1 Upon request, the District shall provide a unit member, who is a natural or adopting parent, an unpaid leave of absence. Such leave shall coincide with the birth or adopted custody of a child.

4.8 Personal Necessity Leave

4.8.1 A unit member may elect to use accumulated sick leave annually for the following purposes:

4.8.1.1 A unit member may elect to use up to ten (10) days of sick leave annually, without providing a reason, for personal necessity.

4.8.1.2 Up to forty-eight (48) unit members may take personal necessity leave on any single work day, provided a substitute is available for the unit member's position. If more than forty-eight (48) unit members request personal necessity on a single work day, the District shall cut-off the number of personal necessity requests at forty-eight (48), except as provided in 4.8.1.3. The forty-eight (48) requests shall be determined based upon the first forty-eight (48) unit members who requested a personal necessity leave.

4.8.1.3 Upon mutual agreement by the District and the Association, the forty-eight (48) unit member limit on requests for personal necessity leave may be increased for any single work day.

4.8.1.4 Except in cases of compelling personal importance, unit members must request personal necessity leave by submitting a personal necessity leave request to the District five (5) working days in advance of the first day of the unit member's requested personal necessity leave. If advance notice is not possible, the unit member shall submit an Employee Absence Report to the site administrator or division head the day he/she returns to work.

4.8.1.5 Personal Necessity Leave shall not be used for profit, e.g. consulting with other districts.

4.9 Sabbatical Leave (Professional Improvement)

4.9.1 The purpose of the Sabbatical Leave Program is for the improvement of instruction in the Azusa Unified School District through unit member education that is obtained by engaging in professional study or research, and/or travel and observation for purposes of professional study or research.

4.9.2 The Board of Education shall grant Sabbatical Leaves to qualified applicants. The total number on leave during each school year normally shall not exceed one percent (1%) of the total unit, or five (5), whichever is greater. To be eligible:

4.9.2.1 A unit member must have completed seven (7) full years of satisfactory service in the Azusa Unified School District. A full year of service is defined as eighty percent (80%) of the school year.

4.9.2.2 A unit member shall be required to complete a minimum of seven (7) full years for each sabbatical leave applied for and shall be limited to a maximum of two (2).

4.9.3 Applicants for sabbatical leave must submit their request in writing to the District no later than December 1 of the school year preceding the school year in which the leave is requested or by June 1 if the leave is for the second semester.

4.9.4 All applicants for Sabbatical Leave shall be screened by the Sabbatical Leave Committee on the basis or relative merits of reasons for the leave.

4.9.4.1 Primary consideration will be given for the purpose of the sabbatical leave and the benefits it will bring to the school district programs.

4.9.4.2 Secondary consideration will be given to a unit member who has not experienced a sabbatical leave and/or length of service.

4.9.5 Members of the Sabbatical Leave Committee shall consist of:

- Assistant Superintendent, Human Resources, Chairperson;

- High school or intermediate administrator - appointed by the superintendent;
- Elementary administrator - appointed by the superintendent;
- Elementary teacher - appointed by the Association;
- Intermediate teacher - appointed by the Association;
- High school teacher - appointed by the Association; and
- A designated officer of the Association.

4.9.6 Applicants for sabbatical leaves shall be granted or denied by March 15 if the sabbatical is to be for the following school year. If the sabbatical is to be granted for the second semester, the applicant will be notified by September 1.

4.9.7 A sabbatical leave may be granted for a period of one (1) full year or one (1) semester.

4.9.8 A unit member will receive fifty percent (50%) of his/her contract salary for the approved period of Sabbatical Leave. The year of Sabbatical Leave shall count as a full year of employment for salary placement purposes. Salary may be paid to unit member in the same manner as if he/she were teaching in the District. In this event, the unit member must supply the bond to protect the District as required by the California Education Code or salary may be paid in two (2) equal installments: the first shall be paid at the end of the first semester after the unit member returns from the sabbatical leave; the second shall be paid at the end of the third semester after he/she returns.

4.9.9 Unit members must return to the Azusa Unified School District for a period of not less than two (2) consecutive school years for a one year leave, and two (2) consecutive semesters for a one (1) semester leave.

4.9.10 A written report of the leave must be filed with the Superintendent or his/her designee not later than thirty (30) days after the unit member returns to the District. This report should include a transcript of work taken and grades earned, or a summary of his/her trip with a statement of the educational growth believed to have been obtained. Also to be included is any other evidence that the unit member has met the objectives stated in his/her

application. This report will be cleared by the Sabbatical Leave Committee Chairperson before being submitted to the Superintendent. The Sabbatical Leave Committee will be available upon request to assist the individual to complete the necessary report.

4.10 Industrial Accident or Illness Leave

4.10.1 A unit member who has sustained a job-related injury or illness shall report the injury or illness as soon as physically practical.

4.10.2 Allowable leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness. Leave shall commence on the first working day of absence due to industrial accident or illness.

4.10.3 Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence.

4.10.4 When a unit member is absent from duty on account of an industrial accident or illness, the unit member shall be paid such portion of the salary due the unit member for any month in which the absence occurs which, when added to the unit member's temporary disability indemnity will result in a payment to the unit member of not more than 100% of the unit member's salary.

4.10.5 At the unit member's option, during any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue to the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement and other authorized contributions.

4.10.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury. Upon termination of the industrial accident or illness leave, unit members shall be

entitled to benefits provided in Sections 4.3 and 4.4. of this Article.

4.11 Subpoena Leave

4.11.1 When a unit member is absent because of a mandatory court appearance, except as a litigant, the unit member shall suffer no monetary or sick leave loss by reason of this service.

4.11.2 Fees, exclusive of mileage, paid by the court or party requiring a unit member's appearance shall be paid to the District unless the fees are greater than the unit member's salary, in which case the unit member may retain the fees and be listed as absent due to personal business without pay.

4.11.3 A copy of the subpoena or certificate of the clerk of the court must be filed with the absence report.

4.12 Jury Duty

4.12.1 Unit members will be provided leave for jury duty service and shall provide a copy of the summons.

4.12.2 It is the responsibility of the unit member to report to work whenever the unit member is not required for jury duty service.

4.12.3 The unit member, while serving jury duty, will receive his/her full district warrant, provided the full jury fee, after subtracting the mileage allocation provided by the court, is submitted to the District Human Resources office.

4.12.4 The unit member shall, after consultation with the immediate supervisor, make every attempt to schedule jury duty so that it is least educationally disruptive.

4.12.5 Unit members that defer their service on jury duty from on-contract days to off-contract days shall be compensated in an amount equal to the District's daily substitute teacher pay for each day of jury duty service that was deferred by the unit member from an on-contract day to an off-contract day.

4.12.5.1 All unit members must provide written documentation to the district indicating

their original jury summons date, and the actual date(s) of jury duty served prior to receiving compensation under Section 4.12.5.

4.13 Unpaid Leaves of Absence

A unit member may request in writing an unpaid leave of absence for a period of one (1) school year. Normally, a unit member must have permanent status to qualify for unpaid leave. It may be renewed one time at the discretion of the Board.

4.13.1 An unpaid leave of absence may be granted to any unit member with permanent status for participation in an exchange teaching program in other states, territories or countries. The District has the final determination as to whether the exchange shall take place.

4.13.2 The District may grant an unpaid leave of absence to a unit member with permanent status (for a limited number of days) who is a candidate for a state or federal political office.

4.13.3 An unpaid leave of absence of up to one (1) school year may be granted a unit member with permanent status for the purpose of serving as an officer for AEA, CTA, or NEA. Further, the District may grant an unpaid leave of one (1) semester or one (1) school year to a unit member with permanent status who is an officer of the Association for the purpose of attending organizational business that requires the attendance of the unit member during the normal working day.

4.13.4 With mutual agreement between the Association, and the District, a unit member with permanent status may be granted a paid leave of absence for a limited number of days. The Association will reimburse the District for the cost of the substitute.

4.13.5 An unpaid leave may be granted to pursue academic study.

4.13.6 Unpaid leave will be granted as required by law to permit a unit member to serve in the Armed Forces (including National Guard) in fulfillment of obligations incurred under Federal and State law. Unpaid leave may be granted to permit a unit member to serve in the Peace Corps, Job Corps, or Teachers Corps.

4.14 Family and Medical Leave

4.14.1 The provisions of the federal Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. § 2601, et seq.) and the California Family Rights Act (CFRA; Government Code § 12945.2) are applicable to unit members employed by the District for at least twelve (12) months (which need not be consecutive) who have worked 1,250 hours in the twelve (12) months prior to commencement of the leave. Full-time teachers are presumed to have worked 1,250 hours unless proven otherwise. Leave may be taken for:

4.14.1.1 Unit member's own serious health condition;

4.14.1.2 To care for the unit member's parent, spouse, registered domestic partner (CFRA only), or child with a serious health condition;

4.14.1.3 For the birth of the unit member's child, or placement of a child with the unit member for adoption or foster care;

4.14.1.4 To care for a covered military service member or veteran with a serious injury or illness sustained in the line of duty on active duty if the unit member is the spouse, child, parent, or designated next of kin of the service member;

4.14.1.5 Any qualifying exigency arising out of the fact that the unit member's spouse, child, or parent is a covered service member who is being deployed to a foreign country.

4.14.2 Eligible unit members may take up to twelve (12) workweeks of unpaid leave in a fiscal year, July 1 through June 30, inclusive, or twenty-six (26) workweeks of leave to care for an injured servicemember. While on a family and medical leave, an eligible unit member is entitled to continue fringe benefits under the same terms and conditions as if working.

4.14.3 The unit member shall be required to use any available and applicable paid leaves concurrently with the Family and Medical Leave under this section. Nothing in this

section shall authorize a unit member to use paid leaves for any reason other than those specified under the specific paid leave rules.

4.14.4 Except for extenuating circumstances, unit members shall give at least thirty (30) calendar days notice if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or for planned medical treatment.

4.14.5 Unit members who take a leave under this section and return within twelve (12) workweeks after it commences shall be entitled to reinstatement to the same or equivalent position.

ARTICLE 5

HOURS OF EMPLOYMENT

5.1 Work Day and Year Defined

- 5.1.1 Instructional Day Defined. The instructional day is defined as the minutes students receive on any school day, opening bell to dismissal bell.
- 5.1.2 Professional Work Day Defined. The District and Association recognize a seven (7) hour professional day for full time bargaining unit members during the regular school year. The parties understand that, as professional employees, bargaining unit members are required to work and attend to professional duties outside of the defined seven (7) hour professional day. This includes the amount of instructional time plus the amount of time necessary to plan, select and prepare materials for instruction, evaluate work of pupils, confer with parents, keep records, cooperate in parent/school activities, attend faculty, accreditation, department and grade level meetings, serve on committees, PLCs, IEPs, SSTs, and attend Back-to-School, Report Card, and Open House nights. The parties recognize that these professional duties should not be unlimited.
- 5.1.3 Secondary Full-Time Assignment. A full-time teaching assignment at the secondary level shall consist of five (5) teaching periods and one (1) preparation period.
- 5.1.4 Time to Report. TK through 8th grade unit members shall report to school/site not later than fifteen (15) minutes prior to their first regular class or conference period. 9-12th grade unit members shall report to school/site not later than ten (10) minutes prior to their first regular class or conference period.
- 5.1.5 Instructional Minutes. Daily instructional time at each grade level shall be in compliance with the requirements of Education Code section 46201 to permit the District to receive incentive funding.

LEVEL	CALIFORNIA EDUCATION CODE INSTRUCTIONAL MINUTES	AUSD MANDATORY MINUTES	TOTAL ANNUAL INSTRUCTIONAL MINUTES
TK/Kindergarten	N/A	N/A	42,205
Grades 1-3	50,400 minutes per year	480	50,880
Grades 4-8	54,000 minutes per year	480	54,480
Grades 9-12	64,800 minutes per year	480	65,470

5.1.6 Professional Work Year. The work year for unit members on the traditional schedule shall be 187 days. New hires shall work 189 days. The work year for certificated unit members as defined on Schedule III shall be 192 days.

5.2 Work Day and Duties

5.2.1 Meeting Guidelines: The District shall not schedule mandatory staff meetings to begin outside the seven (7) hour workday, except for extenuating circumstances approved by the Superintendent or designee. Mandatory staff meetings shall not extend 30 minutes beyond the seven (7) hour workday. One Early Release Day per month shall be reserved for teacher planning time. All mandatory evening events shall be scheduled on either an Early Release Day or student Minimum Day. On such days, teachers will be released at the conclusion of the instructional day. Mandatory evening events shall not exceed two (2) hours, per event.

5.2.2 Before School Student Supervision: As determined by the site administrator on an equitable basis, unit members through 8th grade may be assigned to provide supervision of students prior to the beginning of the instructional day, not in excess of 15 minutes. These limitations do not apply to assigned recess student supervision.

5.2.3 Adjunct Duties. The District and Association recognize that the unit members participate in adjunct duties beyond the instructional day. As determined by the site administrator, adjunct duties shall be reasonable in number and duration and based on site/District needs. Assignment of these adjunct duties shall be as follows:

- a. In making adjunct duty assignments, the site administrator shall seek volunteers prior to making assignments.
- b. Such duties are to be equitably distributed among unit members at the site.
- c. Such duties shall be assigned as far in advance as reasonably possible.
- d. During the school year, a unit member may resign paid adjunct duties effective at the end of the school year, unless a replacement or such duties has been secured.
- e. Except as specifically stated, this paragraph shall not apply to duties performed by unit members in fulfillment of extra pay for extra services.

5.2.4. Parent-Teacher Conferences. Elementary and TK-8 unit members shall be provided one (1) student free day and three (3) minimum days each year for parent-teacher conferences.

5.2.5. Minimum Days. Each school year, a site shall conduct a vote requiring a 2/3 vote of all ballots submitted to determine the placement of three minimum days.

5.2.6. Preparation Time Requirements

5.2.6.1. Full time bargaining unit members of grades TK-3 shall have at least two hundred (200) unassigned minutes for planning and preparation per week. Unit members of elementary grades 4-8 shall have at least one hundred eighty (180) unassigned minutes for planning and preparation per week. If planning periods for grades 4-5 occur on a holiday or mandated professional development day, teachers shall have preparation time rescheduled by mutual consent between the unit member and site administrator.

5.2.6.2 Full time bargaining unit members of grades 6-12 shall have one unassigned period per day for planning and preparation.

5.2.7. Preparation Time Period:

5.2.7.1. TK-5 preparation period is the time from student dismissal to the end of the unit members' Professional Day as defined in Section A-1, except for days

designated as the Early Release Day. This preparation time shall remain unassigned.

5.2.7.2. Unit members of grades 4-8 elementary shall have two (2) forty five (45) minute planning periods per week or the equivalent. If planning time minutes remain available then grades 4-8 elementary teachers shall receive up to two (2) sixty (60) minute planning periods per week or the equivalent. The plans shall be worked out by the Principal and staff at each elementary school. Section 6 shall not apply to 6th grade teachers as long as the 6th grade instructional minutes are at the 7th and 8th grade level.

5.2.7.3. Preparation periods for teachers of grades K-12, including continuation, shall be used for: preparation for classes, preparation of teaching materials, presentation of or attendance at demonstration lessons, conferences with administrators or other employees, counselors, and students, or parents.

5.2.8. Replacement Services.

5.2.8.1 Any unit member may provide replacement services with prior approval by an Administrator.

5.2.8.2 Any unit member that provides replacement services, approved by the administrator as paid replacement service shall be compensated for each hour at the certificated hourly rate of pay. Partial hours shall be rounded up to the next full hour.

5.2.8.3 At the secondary level, when a unit member is absent and no volunteers are available, an administrator may assign a unit member to provide replacement services on a rotating basis.

5.2.8.4 At the elementary level, when a unit member is absent and no volunteers are available, an administrator may assign a unit member to provide replacement services. A good faith effort shall be made to assign unit members who are not assigned a class of students at that time.

5.2.8.5. If a unit member provides replacement services during her/his preparation period, he/she will be paid the certificated hourly rate of pay. The unit member who is paid for substituting during preparation time agrees to make up said preparation time at his/her convenience.

5.2.9. Combination Classes. Elementary bargaining unit members with a combination class assignment, shall receive an annual stipend of \$2018 as listed on the stipend schedule. Combination classes shall be open for volunteers. In the absence of volunteers, site administrators shall assign a unit member to said assignment based upon the reassignment language and procedures.

5.2.10. In-service - Teachers may be required to attend in-service meetings that occur during the regular seven (7) hour work day. In-service meetings outside the regular workday shall be voluntary and paid at the regular hourly rate. Mileage allowance at the Federal rate shall be provided to teachers who must travel to required in-service meetings.

5.2.11. Lunch/Relief Periods

Every bargaining unit member shall have one duty-free, uninterrupted lunch period of at least thirty (30) consecutive minutes.

5.3 Job Sharing

The District may implement a limited job sharing program based upon the needs of the District and whenever possible the desire of the unit member. A minimum of the following conditions and specifications for job sharing shall apply:

5.3.1 Unit members who are applicants for job sharing and their site Principal shall submit a written detailed plan to Human Resources stating in detail how the job sharing applicants would ensure close cooperation in such matters as planning; teaching; grading; evaluating; communicating with one another and with parents, staff, and administration; and performing all duties.

5.3.2 A signed form that acknowledges their responsibilities to attend all scheduled_school

and District meetings, and all parent conferences normally expected of a full-time employee shall be submitted with the written plan.

- 5.3.3 The Principal and Assistant Superintendent Human Resources must agree in writing to the proposed job sharing plan before it can be recommended. If the proposed plan is approved, the job shares will sign a contract with the District based on the agreed upon job sharing plan, including salary. A job sharing contract is for a maximum of one (1) school year. Consideration for another year of job sharing requires the same application procedures as described above.
- 5.3.4 Any approved job sharing arrangement may be terminated by mutual agreement between the job sharers and the District in the event that it is deemed to be in the best interest of all concerned parties (job sharers, principal, and the District.)
- 5.3.5 Movement on the salary schedule shall be defined in the current contract.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 General Provisions

- 6.1.1 A grievance is defined as an allegation by a unit member or the Association that there has been a violation, misinterpretation, misapplication, or omission of an express provision of this Agreement. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.
- 6.1.2 All parties to the grievance shall make every effort to resolve the grievance at the lowest possible level. All parties shall disclose all arguments and all available information and materials in an effort to resolve the grievance.
- 6.1.3 The respondent in all cases shall be the District, itself, rather than any individual. The filing or pendency of a grievance shall not delay or interfere with the implementation of any District action during the processing thereof.
- 6.1.4 A day for this Article shall be any day in which the grievant is required to be on duty.
- 6.1.5 The grievant shall be entitled to include representation by an Association representative approved by the Association at all grievance meetings.
- 6.1.6 A grievance initiated by the Association may at the option of the Association, be filed at Level II. If the Superintendent determines that the grievance requires review at Level I, the Superintendent may remand the grievance to Level I for processing without prejudice to the Association. All timelines specified in this procedure shall thereafter apply.
- 6.1.7 A unit member may at any time present a grievance to the District and have the grievance adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration pursuant to Level III, and provided that the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to any

resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. No grievance shall be arbitrated without the consent of the Association.

6.2 Informal Resolution

6.2.1 Before filing a formal written grievance, the grievant and the immediate supervisor shall make a reasonable attempt and a good faith effort to resolve the matter by an informal conference. This informal conference shall be requested within ten (10) days of the act or omission which gave rise to the grievance, or within ten (10) days of when the act or omission first came to the attention of, or in the exercise of reasonable diligence should have come to the attention of, the grievant. Both parties will sign appropriate forms verifying that the informal conference has been completed.

6.3 Level One

6.3.1 If the grievance has not been resolved informally, the grievant may present a formal written grievance to his/her supervisor on the appropriate form within fifteen (15) days of the informal conference.

6.3.2 The written statement of the grievance shall contain a clear, concise statement of the grievance, including specific reference to the contractual section or sections, by paragraph, allegedly violated, the circumstances involved, the decision at the informal conference, and the specific remedy sought.

6.3.3 The supervisor shall meet with the grievant to resolve the grievance and shall communicate his/her decision to the grievant in writing within eight (8) days after receiving the grievance and such action shall terminate Level I. Within these time limits either party may request and shall receive another personal conference with the other party. Additional conferences may be held by mutual agreement.

6.3.4 If the supervisor does not respond within the time limits, the grievant may proceed to the next level.

6.4 Level Two

- 6.4.1 If the grievant is not satisfied with the decision at Level One, or if there has been no response at Level One within eight (8) days of the submission of the formal written grievance, the grievant may appeal the decision in writing to the Superintendent or designee. If the grievant does not appeal in writing within eight (8) days of the receipt of the Level One response or within eight (8) days of the deadline for receipt of the Level One response, the grievance is deemed to be resolved.
- 6.4.2 The statement on appeal shall include a copy of the original grievance, the decision rendered at Level One and a clear, concise statement of the reasons for the appeal.
- 6.4.3 The Superintendent or designee shall review the information provided and, upon request, hold a conference with the grievant. The Superintendent may conduct such further investigation as he or she deems necessary.
- 6.4.4 The Superintendent or designee will provide a decision to the grievant in writing within eight (8) days after receiving the grievance and such decision shall terminate Level Two.

6.5 Level Three

- 6.5.1 If a grievance is not resolved by the decision rendered at Level Two, the grievant within eight (8) days may request in writing that the Association submit the grievance to arbitration. The Association, by written request to the Superintendent or designee within ten (10) days after receipt of the request from the grievant, may submit the grievance to arbitration.
- 6.5.2 Either party may request the American Arbitration Association supply a panel of seven (7) names of arbiters experienced in public sector grievances. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by a flip of the coin. The voluntary labor arbitration rules of the American Arbitration Association then in force shall thereafter be utilized by the parties in the conduct of the hearing, unless by mutual agreement between the District and the Association, expedited labor arbitration procedures are used.

- 6.5.3 If, prior to the hearing, the parties cannot agree upon the issue or issues to be submitted to the arbiter, the arbiter shall determine the issues by referring to the written grievances and answer thereto at each level.
- 6.5.4 If there is a dispute as to the arbitrability of any issues, the question of arbitrability shall be ruled on by the arbiter prior to hearing the issues of the grievance.
- 6.5.5 The arbiter shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbiter shall have no power to establish or alter the structure of the salary schedule. The arbiter shall have no authority to make a decision based upon arguments not disclosed in Levels One and Two. The decision of the arbiter, within the limits prescribed, shall be final and binding upon the parties to the dispute.
- 6.5.6 After a hearing, and after both parties have had an opportunity to make written arguments, or if an oral hearing has been waived, after the final submission of written evidence and final arguments, the arbiter shall submit, in writing to all parties, his/her findings and decision.
- 6.5.7 The fees and expenses of the arbiter at each hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the parties incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the service and the expense of such report shall be paid by the party requesting reporting or shared by the parties if both mutually agree. The cost of any transcript or any copy thereof requested by either party shall be borne by the party requesting it.
- 6.5.8 Relevant employee witnesses, the grievant and the grievance representative shall be provided release time without loss of pay or leave time for the purpose of testifying and appearing at the arbitration hearing.

6.6 Miscellaneous Provisions

- 6.6.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Level One as a result of the summer recess and other regularly scheduled school recesses.
- 6.6.2 If two or more members of the bargaining unit have the same grievance in issue and fact, the grievances may, with the consent of the affected unit members, be consolidated for hearing and decision, provided that the rights of the unit members are not prejudiced thereby.
- 6.6.3 In order to encourage a professional and harmonious disposition of unit member's complaints, it is agreed that from the time a grievance is filed until it is processed through Level Two, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance. Confidentiality must be protected; however, the District and/or the Association may gather evidence and/or interview witnesses as necessary.
- 6.6.4 The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.
- 6.6.5 There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

ARTICLE 7

TRANSFER AND REASSIGNMENT PROCEDURES

7.1 Definitions

7.1.1 A transfer is the movement of a unit member from one work location to another work location at a different worksite.

7.1.1.1 A unit member's work location shall be defined as the school or site to which they are assigned for more than fifty percent (50%) of their work calendar.

7.1.1.2 Unit members who have a fifty/fifty (50/50) split assignment will designate their work location by choosing one site as their work location. This designation will remain in effect until the split assignment changes. At the time of the change, if the split remains a fifty/fifty (50/50) split, the unit member will be given the opportunity to change their designated work location.

7.1.1.3 Teachers of the Visually Impaired and itinerant Special Education teachers (i.e. Speech, Adaptive PE, Orientation and Mobility) will have the Special Education Resource Center designated as their work location.

7.1.1.4 Planning Time teachers, Nurses, Teachers on Special Assignment (i.e. GATE, Literacy Coaches, New Teacher Support Providers) and unit members who are split with no one site equaling fifty percent (50%) or more of their assignment will have the District Office designated as their work location.

7.1.2 Administrative transfer or reassignment is a transfer or reassignment that may occur when school population or boundaries shift, or curricular or educational needs arise. Such transfers will not be disciplinary or punitive in nature.

7.1.3 Reassignment is defined as any change of assignment at the same school or administrative site.

7.1.3.1 For purposes of the Article, the unit member's same school or administrative site

will be defined as their work location as outlined in Sections 7.1.1.1 through 7.1.1.4.

7.1.4 Opening or vacancy is any vacated or newly created position, and determined by this Article, which will be filled by initial assignment, reassignment, or transfer.

7.1.5 Seniority

7.1.5.1 Seniority shall be determined by the District's seniority list, as the list is established on the first Monday of February each year. This list will remain in effect until the first Monday of February the following year. The seniority established by this list will be used for determining transfers and reassignments that occur during this period and each subsequent period after this list is updated.

7.1.5.2 Unit members not eligible to be on the District seniority list, such as unit members on temporary contracts, shall have their seniority determined by their initial date of contracted service with the District. Unit members with the same initial date of contracted service shall have their seniority determined by the last two (2) digits of their Social Security numbers; the most senior being the unit member with the greatest numerical value.

7.1.5.3 Unit members may continue to submit documents throughout the year for purposes of salary placement, assignment authorization, and establishing seniority as it related to District staff reductions (so far as District established deadlines allow).

7.1.6 Transfer pool consists of all positions made available within the District between the first day of school and May 1, that were created due to resignation, retirements, staffing adjustments due to changes in student enrollments, newly created positions and transfers by members in Section 7.6 (step 3) of this Article.

7.1.7 Preferred site shall be defined as the site(s) selected by the unit member on the unit member's application for transfer in which the unit member is subject to transfer.

7.1.7.1 A unit member may select the following number of preferred sites:

7.1.7.1.1 A unit member shall select seven (7) elementary sites as preferred sites.

7.1.7.1.2 A unit member shall select two (2) middle school sites as preferred sites.

7.1.7.1.3 A unit member shall select one (1) high school site as a preferred site.

7.2 General Provisions

7.2.1 The District shall, according to procedures in this Article, grant a transfer request to any unit member holding an appropriate valid credential and who meets the vacancy specification prior to filling vacancies with applicants new to the District.

7.2.2 Transfer is defined as the relocation of unit members between school or administrative sites. Transfers fall into two (2) categories: (1) transfers that are initiated at the request of the unit member on a voluntary basis, and (2) administrative or involuntary transfers that are initiated by the District.

7.2.3 A unit member may submit a request for transfer to the District at any time whether or not a vacancy exists. However, a unit member must submit his/her transfer request by March 15 to be considered for the current school year.

7.2.4 If two (2) or more unit members with the appropriate credentials qualify for a transfer pursuant to Section 7.6 (Step 3), the unit member with greatest seniority shall select before the unit member with least seniority.

7.2.5 A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.

7.2.6 If the unit member requests that his/her application for transfer be kept confidential, the principal at his/her school shall not be notified by Assistant Superintendent Human Resources, of the application until after an offer of transfer has been made, and the matter will be treated as confidentially as is practicable.

7.2.7 A unit member shall not be denied a transfer or reassignment based on his/her philosophy

or personality. This section shall not apply to transfers made pursuant to Sections 7.5 (Step 2) and 7.6 (Step 3) of this Article.

7.2.8 If a position becomes vacant after the start of the school year, it shall be included within the transfer pool pursuant to this Article. A temporary teacher or long-term substitute shall fill the position until the end of the school year.

7.2.9 If the District and the Association mutually agree that there is a compelling reason for an immediate transfer of a unit member from his/her site, a unit member may transfer at any time during the school year to an available position agreed upon by the District and the Association.

7.2.10 If any deadline within this Article falls within a weekend or holiday, the deadline shall be extended to the first workday following the stated deadline.

7.3 Posting of Openings

7.3.1 The District shall deliver to the Association and post in all school buildings all vacancies and new positions which occur during the school year and for the following school year upon knowledge of the vacancies. This posting shall contain the following:

7.3.1.1 A posting date which is at least five (5) working days;

7.3.1.2 A job description;

7.3.1.3 Qualifications necessary to meet the requirements of the position. No assignments to fill vacancies or newly created positions, pursuant to Sections 7.4 (Step 1) or 7.5 (Step 2) shall be made until the first non-contract day of summer.

7.3.2 The District shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posted openings which may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a mailing address for the summer or period of leave, if other than unit member's home address.

7.3.3 If a unit member has a valid transfer application on file, it is not necessary to make a further

application in order to be considered for any vacancies for which the unit member may have applied.

7.3.4 The District shall, upon request of the unit member, deliver, in writing, the reasons for the unit member not receiving the vacancy or newly created position.

7.3.5 No outside applicant shall be selected to fill a vacancy or a newly created unit position if there is a qualified unit member applicant, except during the summer period of non-contract days when internal & external applicants will be given equal consideration.

7.4 Transfer Initiated by Unit Members

7.4.1 Transfer shall be based upon a three (3) year process as follows:

7.4.1.1 An opportunity to interview for available positions within the transfer pool.
(Step 1)

7.4.1.2 An assigned transfer by the District to a preferred position within the transfer pool. (Step 2)

7.4.1.3 A unit member's choice of an available position within the transfer pool based upon a unit member's seniority with the District. (Step 3)

7.4.1.4 Unit members who desire a transfer shall submit, no later than March 1, a transfer request on a form provided by the District that will place the District on notice as to the unit member's desire for transfer, and shall list the unit member's preferences for transfer. The unit member's preferences shall remain throughout the transfer process unless the District alters the current assignment of principals, or changes the instructional methodology in which the unit member shall be immediately contacted in order to determine if he/she desires to alter the stated preferences.

7.4.2 Interview Process (Step 1)

7.4.2.1 Unit members with eleven (11) or less years of experience within the District, who have requested a transfer by March 1 of the current school year, shall be entitled to interview for available positions within the transfer pool prior to the

District filling these positions with outside applicants.

7.4.2.2 By May 10 of the school year the Assistant Superintendent Human Resources, shall deliver to the Association and post in all school buildings all available positions within the transfer pool for interview, according to this Article.

7.4.2.2.1 All job postings shall contain one or more of the following minimum qualifications:

7.4.2.2.1.1 credential/certificate requirements

7.4.2.2.1.2 bilingual requirement (including agreement to pursue bilingual certification)

7.4.2.2.1.3 special education requirement

7.4.2.2.1.4 10+ years teaching experience.

7.4.2.2.2 All job positions shall contain a detailed job description outlining the position and duties.

7.4.2.3 No later than May 13, all unit members who have requested a transfer in the current school year shall submit to the District a request to interview for one or more available positions within the transfer pool.

7.4.2.4 Upon receiving the requests as outlined in Section 7.4.2.3, the Assistant Superintendent Human Resources, shall review the requests and, through a selection or interview process, screen all applicants in order to determine if the applicants meet the minimum qualifications as provided in Section 7.4.2.2.1.

7.4.2.5 Upon determining the final applicants for each position, the Assistant Superintendent Human Resources, shall select six (6) or less applicants to make up the interview pool that shall be considered by the site.

7.4.2.6 Between May 20 and the end of the school year, the school site interviews shall be conducted by the principal or by a site selection committee selected by the principal, except for one unit member from the site selected by the Association.

- 7.4.2.6.1 Between May 14 and May 20, unit members shall be notified of their interview date(s) for an available position within the transfer pool.
- 7.4.2.6.2 Between May 21 and end of the school year, all site interviews shall be conducted pursuant to this Article. All site decisions regarding transfer selections shall be completed prior to the end of the school year. Unit members shall be notified within 24 hours of all site decisions regarding transfer selection(s).
- 7.4.2.7 The interview process shall be conducted according to the procedures determined by the principal of the school site except as provided below.
 - 7.4.2.7.1 All questions shall be based upon the job description stated within the job posting.
 - 7.4.2.7.2 The school site shall be entitled to only one wildcard question outside the job description to be determined by the principal or interview panel.
- 7.4.2.8 Upon conclusion of the interviews, the site may select one of the applicants for the available position.
- 7.4.2.9 Unit members are not required to interview for available positions. The interview is an option that may be used at the discretion of the unit member.
- 7.4.2.10 If a unit member is offered a preferred position, but elects not to accept the offer, the unit member will remain at his/her current position, and must reapply for a transfer.
- 7.4.2.11 A unit member not selected for a position, not offered an interview, or who chose not to interview, automatically proceeds to the second year of this Article in the following year as defined in Section 7.5 (Step 2) of this Article.

7.5 Assigned Transfer (Step 2)

- 7.5.1 Unit members with 12 or more years of experience within the District, or who, pursuant to

Section 7.4.2.11, qualified for an assigned transfer, shall be offered a transfer by the District to an available position within the transfer pool.

7.5.2 Unit members may only be offered a transfer to an available position within the transfer pool that is within their preference of acceptable sites as determined in their original transfer request.

7.5.3 On April 22, if there are more applicants for transfer than available positions in the transfer pool, a unit member who is not offered a position shall remain at Step 2 until an offer is made by the District to a school site preferred by the unit member in his/her original transfer request.

7.5.4 On April 22, if there are more positions available than applicants, then any unit member who is not offered a position when a position in a preferred site is available shall proceed to Section 7.6 (Step 3) of this Article.

7.5.5 If a unit member is offered a position to a preferred site, and the unit member refuses the transfer, the unit member remains in his/her current position and all rights under this Article shall terminate and he/she must reapply for a transfer.

7.5.6 The following shall be the procedures to be followed by the Assistant Superintendent Human Resources, in implementing Section 7.5 (Step 2) of this Article.

7.5.6.1 By May 1, the District shall make the first offer of available positions within the transfer pool to all unit members who qualify for Step 2 under Section 7.5.1 of this Article.

7.5.6.2 By May 3, the unit member shall notify the District of his/her decision to accept or deny the District's offer pursuant to Section 7.5.6.1.

7.5.6.3 By May 5, the District shall make second offers of available positions within the transfer pool to unit members who have requested a transfer pursuant to Section 7.5.1 and were not offered a position pursuant to Section 7.5.6.1 of this Article.

7.5.6.4 By May 7, unit members offered a position pursuant to Section 7.5.6.3 shall

notify the District of their decision to accept or deny the District's offer.

7.6 Seniority Based Transfer (Step 3)

7.6.1 A unit member who has qualified for Section 7.6 (Step 3) as outlined in Section 7.5.5 shall be entitled to a Seniority Based Transfer.

7.6.2 All transfers pursuant to Section 7.6 (Step 3) shall be completed before all other transfers or interviews under this Article.

7.6.3 Between April 15 and April 22, unit members who are entitled to a transfer under Section 7.6 (Step 3), shall select their transfers by seniority to available positions within the transfer pool.

7.6.3.1 All positions vacated due to transfer selections made pursuant to Section 7.6 shall be placed within the transfer pool and be available for transfer pursuant to this Article.

7.6.4 All selections made by unit members pursuant to Section 7.6 (Step 3) shall be to positions in which the unit member has the appropriate credential/certificate (including Bilingual Certification, if required).

7.6.5 Only unit members with a current satisfactory evaluation may select a transfer pursuant to Section 7.6 (Step 3).

7.6.6 Transfer selections by unit members pursuant to Section 7.6 (Step 3) are final and may not be denied by the District except for reasons stated in Sections 7.6.4 and 7.6.5.

7.6.7 If, while at Section 7.6 (Step 3), the only available positions within the transfer pool are positions not preferred by the unit member in his/her original transfer request, the unit member may remain at Section 7.6 (Step 3) until a selection within their preferred list becomes available.

7.7 Administrative Transfer

7.7.1 When it becomes necessary for the District to initiate a transfer, the site administrator will discuss it with the building staff to determine if any qualified staff members would voluntarily choose to accept a transfer to another school. In the event an appropriate volunteer is not

obtained, an administrative transfer will be effective. The site administrator will meet with the staff member(s) being considered to discuss the transfer and the reasons.

7.7.2 A decision regarding an involuntary transfer shall be based upon the following appropriate criteria:

7.7.2.1 Credential authorization;

7.7.2.2 Major or minor field of study, documented course work in the subject area and/or grade level;

7.7.2.3 Needs required in the unit member's current position as well as in the transfer position;

7.7.2.4 When above factors are equal, the unit member with least seniority shall be transferred.

7.7.3 If the transfer is for the ensuing school year, the unit member should be given notice by May 28. Unless unit members so choose, or a unit member has requested a voluntary transfer, unit members who have been involuntarily transferred, will not be subject to another involuntary transfer until they have completed three (3) years at the site to which they were transferred, excluding school closure.

7.7.4 If the school has been scheduled for closure, the District agrees to negotiate the effect of said closure as it relates to unit members. Unit members will be afforded the opportunity to express in writing their preference in assignment at another location.

7.7.5 The unit member transferred to another school will be given first preference in returning to his/her former position and/or school, or other available vacancies.

7.8 Assistance in Transfer Change

7.8.1 When there is a transfer pursuant to this Article, the Assistant Superintendent Human Resources shall grant, when requested, a period of non-teaching preparation time not to exceed three (3) days. This period may be increased to five (5) days if the Assistant Superintendent Human Resources, concludes the time is necessary.

7.8.2 The District will also furnish assistance to transfer personal teaching materials and

equipment.

7.9 Exchange Transfer

7.9.1 An exchange transfer is a transfer between two (2) or more unit members. A unit member may make the initial contact with the other unit member(s). If they wish an exchange transfer, they should discuss the matter with their principal(s), and if it still seems appropriate a Transfer Request Form should be submitted.

7.9.2 Consideration for an exchange transfer shall be on the basis of Section 7.4.2.2.1 of this Article.

7.9.3 Normally, exchange transfers will take place at the beginning of the new school year or at a semester break if appropriate.

7.9.4 It may be appropriate in some exchange transfers to agree upon a time limit the transfer will be in effect.

7.10 Involuntary Transfer

7.10.1 Performance Renewal - The District may involuntarily transfer a unit member in order to improve his/her performance, if deficiencies in performance have been properly reflected in the official written evaluation of the unit member, and the rating administrator has made a good faith effort to properly assist said unit member improve his/her performance through the implementation of an Improvement Plan, as provided for in Article 3 of this Agreement.

7.10.2 Transfers of this type shall be for "cause" only. Such "cause" shall have been previously documented as a part of the unit member's evaluation.

7.10.3 An involuntary transfer shall have the approval of the Superintendent or his/her designee.

7.10.4 The unit member shall be entitled to a conference with the Superintendent or designee concerning the issues and may have an Association representative present.

7.11 Reassignment

7.11.1 General Provisions

Unit members shall have the opportunity to apply for reassignment to another position for the next school year. Requests for reassignment shall be honored, when the proposed

change offers advantages to the students, the schools, and the unit member(s) concerned.

All requests shall be considered before new personnel are assigned.

7.11.1.1 The District shall, according to procedures in this Article, grant a reassignment request to any unit member holding an appropriate valid credential and who meets the vacancy specification prior to filling vacancies with applicants new to the District.

7.11.1.2 A unit member may submit a request for reassignment at any time whether or not a vacancy exists. However, a unit member must submit his/her reassignment request by March 1 of each school year to be eligible to be considered for a reassignment for the following school year.

7.11.1.3 If two (2) or more unit members with the appropriate credentials qualify for a reassignment pursuant to Section 7.11.6 the unit member with the highest seniority shall select before the unit member with the least seniority. Unit members with the same initial date of service shall have their seniority number designated by last two numbers of Social Security number.

7.11.1.4 Reassignment at the secondary level (middle schools and high schools) shall be defined as a change in five (5) or more sections.

7.11.1.5 A reassignment request shall not be denied arbitrarily, capriciously, or without basis in fact.

7.11.1.6 If a position becomes available after the start of the school year, it shall be available for reassignment for the following school year. The District may fill the position with a temporary teacher or long-term substitute until the end of the school year.

7.11.1.7 If the District and the Association mutually agree that there is reason for an immediate reassignment of a unit member at his/her site, a unit member may be reassigned at any time during the school year to an available

position agreed upon by the District and the Association.

7.11.2 Posting of Openings

The District, no later than March 10 of each school year, shall deliver to the Association and post at the sites, all available reassignment openings at the site for the following school year. Each site shall only be responsible for posting a listing of reassignment openings at their site. The posting shall contain the following:

- 7.11.2.1 A posting date which is at least five (5) working days.
- 7.11.2.2 Qualifications necessary to meet the requirements of the position. No assignments to fill reassignment openings shall be made prior to the completion of the procedures in this section. This section shall not apply to reassignments made pursuant to Section 7.11.1.7 of this Article.
- 7.11.2.3 All job postings shall contain a detailed job description outlining the position, duties, and minimum qualifications for the position.
- 7.11.2.4 If a unit member has a valid reassignment request on file, it is not necessary for a unit member to make a further request to be considered for a reassignment opening for which the unit member is qualified pursuant to this section.
- 7.11.2.5 The District shall, upon request of the unit member, deliver, in writing, the reasons for the unit member not receiving the reassignment opening.
- 7.11.2.6 No outside applicant shall be permanently selected for a reassignment opening until the reassignment process is completed. All reassignment selections pursuant to this section shall be completed no later March 29.

7.11.3 Reassignment Process

- 7.11.3.1 Reassignments shall be based upon a three (3) step process as follows:
 - 7.11.3.1.1 An opportunity for unit members with eleven (11) or less years of experience to request a reassignment to a reassignment opening. (Step 1)

7.11.3.1.2 An opportunity for unit members with twelve (12) or more years of experience to request a reassignment to a reassignment opening, or a second request by a unit member with eleven (11) or less years of experience to request a reassignment to a reassignment opening. (Step 2)

7.11.3.2 Unit members who desire a reassignment shall submit, no later than March 1, a reassignment request form to their site administrator. The request shall list from one (1) to three (3) preferences of the unit member and those preferences shall remain throughout the reassignment process.

7.11.4 Step 1 (completed by March 29)

7.11.4.1 Unit members with eleven (11) or less years of experience with the District shall have the opportunity to request a reassignment to a reassignment opening.

7.11.4.2 Unit members submitting a Step 1 reassignment request shall meet the requirements and qualifications listed in the job posting.

7.11.4.3 Upon receipt of a unit member's request for a Step 1 reassignment, the site administrator shall review the unit member's request(s) and decide whether or not to grant the Step 1 reassignment.

7.11.4.4 If a unit member is offered, and turns down, a Step 1 reassignment to an assignment listed on the unit member's reassignment request as a preferred assignment, the unit member will remain at his/her assignment and must reapply for a reassignment the following year.

7.11.4.5 A unit member not selected for a position, automatically proceeds

to Step 2 the following year.

7.11.4.6 All Step 1 reassignment requests shall be completed by March 29 and shall be made after the completion of Step 2 and Step 3 reassignment requests.

7.11.5 Step 2 (completed by March 22)

7.11.5.1 Unit members with twelve (12) or more years of experience with the District, or unit members who have completed Step 1 of this section, shall have the opportunity to request a reassignment to a reassignment opening.

7.11.5.2 Unit members submitting a Step 2 reassignment request shall meet the requirements and qualifications listed in the job posting.

7.11.5.3 Upon receipt of a unit member's request for a Step 2 reassignment, the site administrator shall review the unit member's request and shall decide whether or not to grant the Step 2 reassignment.

7.11.5.4 If a unit member is offered, and turns down, a Step 2 reassignment to an assignment listed on the unit member's reassignment request as a preferred assignment, the unit member will remain at his/her assignment and the unit member's rights under this Article will terminate and the unit member must reapply for a reassignment the following year.

7.11.5.5 If there are more applicants for Step 2 reassignments than reassignment openings, all applicants not offered a reassignment shall remain at Step 2 until a reassignment offer is made for a preferred assignment listed on the unit member's initial reassignment request.

7.11.5.6 If there are more reassignment openings than applicants for a

reassignment, then all unit members not selected for a position, when a preferred position listed on the unit member's initial reassignment request existed, automatically proceeds to Step 3 the following year.

7.11.5.7 All Step 2 reassignments shall be completed by March 22.

7.11.6 Step 3 (Completed by March 15)

7.11.6.1 A unit member who has qualified for a Step 3 reassignment pursuant to Section 7.11.5 of this Article, shall, according to seniority, have first choice of reassignment openings for which the unit member meets the requirements and qualifications of the job posting.

7.11.6.2 All Step 3 reassignments shall be completed by March 15 and before Step 2 and Step 1 reassignment offers.

7.11.6.3 Only unit members with a current satisfactory evaluation may select a Step 3 reassignment.

7.11.6.4 If there are no preferred reassignment openings as listed in the unit member's initial request for reassignment, the unit member may remain at Step 3 until a position within their preferred list becomes available.

7.11.6.5 All unit members who receive a reassignment pursuant to Step 3 of this Agreement shall be evaluated in the first year of the unit member's new assignment.

7.11.7 In the event that reassignment of a unit member is necessary, qualified volunteers will be sought from among those members of the unit at the site. The decision whether to assign a volunteer shall be based on the best interest of students involved and unit members affected, and the decision to reassign a qualified volunteer should be made only for reasonable cause and shall not be punitive or disciplinary in nature.

7.11.8 When there is a reassignment pursuant to this Article, the unit member may request, and receive, a period of non-teaching preparation time not to exceed three (3) days. This period may be increased to five (5) days if the Assistant Superintendent Human Resources, concludes that the time is necessary.

7.11.9 The District shall also furnish assistance to transfer personal and other needed teaching materials and equipment.

7.11.10 A unit member reassigned will be given priority in returning to his/her former position when an assignment is available and provided the reassignment is in the best interest of the involved school's educational program. Reassignments shall be made only for reasonable cause and shall not be punitive or disciplinary in nature.

7.11.11 The District shall make a good faith effort to support a unit member reassigned according to this section by providing materials, training or assistance as deemed necessary by the unit member and site administrator and is deemed practicable.

7.12 Involuntary Reassignment

7.12.1 Performance Renewal - The District may involuntarily reassign a unit member in order to improve his/her performance, if deficiencies in performance have been properly reflected in the official written evaluation of the unit member, and the rating administrator has made a good faith effort to properly assist said unit member to improve his/her performance through the implementation of a written improvement plan, as provided for in Article 3 of this Agreement.

7.12.2 Reassignments of this type shall be for "cause only." Such "cause" shall have been previously documented as a part of the unit member's evaluation.

7.12.3 An involuntary reassignment shall have the approval of the Superintendent or designee.

7.12.4 The unit member shall be entitled to a conference with the Superintendent or designee concerning the issue(s).

7.13 Administrative Reassignment

7.13.1 When it becomes necessary for the District to initiate a reassignment, the site administrator

will discuss it with the unit members to determine if any qualified unit member would voluntarily choose to accept a reassignment to another position at the site. In the event an appropriate volunteer is not obtained, an administrative reassignment will be effective. The site administrator will meet with the unit member(s) being considered to discuss the reassignment and the reasons.

7.13.2 A decision regarding an administrative reassignment shall be based upon the following appropriate criteria:

7.13.2.1 Credential authorization;

7.13.2.2 Major or minor field of study, documented course work in the subject area and/or grade level;

7.13.2.3 Needs required in the unit member's current position as well as in the reassignment position;

7.13.2.4 When above factors are equal, the unit member with least seniority shall be reassigned.

ARTICLE 8

SAFETY CONDITIONS

- 8.1 The District shall make every effort to provide a place of employment which is safe. A unit member shall not be required to perform duties under conditions which endanger his/her health or safety.
- 8.2 The District shall make a good faith effort to reduce or alleviate those conditions which cause stress. The reduction of threats or intimidation by students or other members of the public shall be a continuous effort of both the District and unit members working together.
- 8.3 Unit members who feel they are being required to work under unsafe or unsanitary conditions, or to perform tasks that endanger their health or safety, shall submit written recommendations for changes to the principal or site administrator. The principal or site administrator shall respond and take corrective action as needed.
- 8.4 The District shall ensure that each unit member has access to a lockable desk, cupboard or other lockable space.
- 8.5 Unit members other than the school nurse, shall not be required to provide specialized physical health care.
- 8.6 Unit members are authorized to administer discipline to students in accordance with the Education Code and the rules and regulations of the District. A written description of the rights and duties of unit members with respect to student discipline shall be provided to unit members at the beginning of each school year. In addition, said written descriptions shall be available at each school site. The District shall not take action against a unit member who uses reasonable and lawful force in the performance of his/her duties. Unit members shall report any physical assault against the unit member to the principal or site administrator, who shall report the incident to the appropriate law enforcement agency.
- 8.7 During conditions of excessive heat, the Superintendent or designee, whenever appropriate, will reduce the school day for students in schools with non-operable air conditioning, to the State required minimum day. Unit members may be directed to proceed to a district air conditioned

location for the remainder of the service day. The Superintendent or designee shall have the discretion to reduce the school day to the State required minimum day whenever other weather conditions pose a danger to students and unit members. Unit members may be directed to proceed to another District location for the remainder of the service day.

- 8.8 For protection of unit members whose normal duties may require transportation of students in unit member's vehicles, the District shall provide secondary insurance against personal liability for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the unit member when acting within the scope of his/her employment. Additionally, the District will provide this same coverage to unit members who are required to travel from site-to-site or make home visitations in order to perform assigned duties. When a loss occurs, the unit member's primary insurance deductible will be reimbursed up to a maximum of \$500.00. If administrator approval is unobtainable, the teacher's best judgment for the protection of student safety shall be included in the above.
- 8.9 Restrooms shall be available to unit members whenever they are required to render service.
- 8.10 Adequate lounge facilities shall be provided for unit members' use. Additionally, the District shall provide, when fiscally possible, at least one piece of furniture per site where a staff member may recline. The site safety committee shall determine the placement of these facilities and furniture.
- 8.11 Unit members shall have the right to refer to the office, a student who exhibits symptoms of illness which endanger the health of other students or the unit member. The student shall not return to the classroom until it is determined by the principal/site administrator that his/her health is not a clear and present danger to those with whom he/she shares space. The student shall be given a pass to return to class signed by the principal/site administrator confirming the decision.
- 8.12 The District shall reimburse or repair articles of clothing, glasses and hearing aids damaged while the unit member is acting in the proper discharge of disciplinary/ supervisory duties. In addition, all other accessories damaged under the conditions listed above shall be reimbursed up to a maximum of \$200.00.

ARTICLE 9

CLASS SIZE

General Provisions

9.1 Every effort will be made to maintain class sizes below the maximum. When the class size reaches the maximum, it shall be reviewed by the Principal. Actual class size will vary depending upon grade level numbers, etc.; however, if an individual class size exceeds the maximums listed below for a period of ten (10) days a process for resolution shall be implemented:

TK-3	26
4-6	35
Intermediate (7-8)	36
Intermediate P.E.	50
Middle School (6)	35
Middle School P.E.	50
High School	36
High School P.E.	50
Continuation	20-1 average (per teacher) not to exceed 25-1 in any one class
SOAR	20
Continuation P.E.	23

9.1.1 Should a regular classroom 9.1 teacher's class size exceed the above stated maximums, including Special Education students that are mainstreamed, for a period of ten (10) days, the teacher, the AEA building representative, and principal shall discuss the situation. Available options or remedies, one or more of which shall be implemented are as follows:
1) reorganization or balancing of classes; 2) employment of a full-time or part-time teacher; 3) employment of one or more classroom aides; 4) moving students to

another school location; or 5) paying teacher an overload.

9.1.2 For the purposes of adjusting class size, the ten (10) days referred to in this Article shall not begin until after the 15th student attendance day at the beginning of the school year.

9.1.3 It is understood that classes such as laboratory science, industrial arts, reading, art, and yearbook will often have a lower class size.

9.1.4 The District shall make a good faith effort to match class size with work stations with safety being the overriding criteria. The following classes are included: industrial arts, laboratory science, and ceramics.

Exclusion

9.2 Excluded from the above class size regulation will be:

9.2.1 Vocal, instrumental music, and band;

9.2.2 When classes exceed the class size maximum in which two or more individual classes are assembled together for special instructional purposes. This may take place after a discussion that includes the teachers involved, the principal and the President of the Association, or a designated unit member.

9.2.3 Class(es) for which the teacher or faculty involved and the site administrator agree to the modification.

Support Staff

9.3 The following support staff shall be assigned in accordance with the philosophy that their function is integral to the success of the education program of the District:

9.3.1 Counselors

9.3.2 Nurses

9.3.3 Teacher on Special Assignment (TOSA)

9.3.4 Resource Teachers

9.3.5 Itinerant Teachers

9.3.6 Intervention Teachers

Special Education

9.4 Special education classes, including but not limited to speech pathologists, special day classes (SDC), Life Skills, Designated Instructional Services (DIS), and Resource Specialist Program (RSP), shall be staffed consistent with state and federal laws and regulations relating to funding units.

9.4.1 All Special Day Class (SDC) teachers will be provided five (5) days of release time for use as follows:

9.4.1.1 The days will be used to conduct student testing, write Individual Education Plans (IEP), conduct parent conferences and IEP meetings, and other related work tasks normally conducted outside of instruction;

9.4.1.2 Teachers will report to their work site unless prior approval has been obtained from their immediate supervisor to conduct approved work at another District location;

9.4.1.3 Release days will be prearranged and mutually agreed upon with teacher's immediate supervisor.

9.4.2 The District and Association agree that the recommended student caseload for an SDC teacher is fourteen (14) at the elementary schools, sixteen (16) at the middle schools, and eighteen (18) at the high schools. Student caseload ("caseload") is defined as the number of students for which the teacher is the primary case carrier and is responsible for management and implementation at any point in time. When the caseload for an SDC teacher exceeds these recommended caseload numbers (14/16/18), for ten (10) or more school days, additional release time day(s) will be provided to be used as described in 9.4.1. An increase of one (1) student caseload over the recommended caseload (15/17/19) will result in one (1) additional release day. An increase of two (2) student caseloads over the recommended caseload (16/18/20) will result in two (2) additional release days. When the recommended caseload has been exceeded by three (3) or more student caseloads (17+/19+/21+) the SDC teacher will receive a total of ten (10) release days. In the event that an SDC teacher's caseload increased resulting in additional release day(s) being

earned and then the caseload is reduced, there will be no reduction made in the number of days available to the SDC teacher.

- 9.4.3 For purposes of section 9.4.2 section 9.1.2 shall apply.
- 9.4.4 SDC teachers that exceed the recommended caseload by four (4) (18/20/22) will receive a stipend of \$4000, to be paid on a prorated basis for each day the caseload is exceeded by four (4). An additional \$4000 stipend will be implemented as stated above for each additional increase in caseload beyond the fourth.
- 9.4.5 All Resource Specialist Program (RSP) teachers will have teaching assignments that incorporate “flex time”. “Flex time” is to be used to conduct student testing, write Individualized Education Plans (IEP), conduct parent conferences and IEP meetings, conference with regular education teachers, and provide academic instruction and intervention support to students. “Flex time” is not planning time.
 - 9.4.5.1 Middle and high school RSP teachers will have “flex time” as a teaching assignment.
 - 9.4.5.2 Elementary RSP teachers will have a schedule created that provides 45 minutes of “flex time” on a daily basis or the equivalent on a weekly basis.
 - 9.4.5.3 Teachers with split assignment will have “flex time” provided at each of their assigned sites at the same percentage as the split of the assignment.
- 9.4.6 A master plan shall be established to address training, equipment and supply needs related to the completion and printing of student Individual Educational Plans and progress reports. The plan will be reviewed and revised as necessary every three years, beginning with September 30, 2011. Under the direction of the Director of Special Education, a committee with a representative unit member from elementary, middle, and high school level will establish and review the master plan. The master plan will be limited to addressing the following:
 - 9.4.6.1 Technology equipment necessary to complete an IEP, such as computers and printers.

9.4.6.2 Supplies necessary to provide hard copies of the draft and final copy of all required reports such as duplicating paper, printer ink/toner, and required forms.

9.4.6.3 Training and support in completing required documentation.

It will be the responsibility of the Director of Special Education to establish a system that monitors the implementation of the master plan. Special Education teachers who believe that they have not had their equipment/supply needs satisfied, as outlined in the master plan, shall submit a request to the Director of Special Education for consideration/resolution.

9.4.7 Special Education student program placement is at the sole discretion of the Director of Special Education and the Coordinator of Special Education.

Combination Classes

9.5 Regular combination classes shall be staffed in accordance with this Article.

9.5.1 Combination classes in grades K-6, except Special Education classes, classes in intermediate school, and classes in middle school shall not contain more than two (2) grade levels.

Student Placement

9.6 The principal and the teachers at the elementary level will meet prior to the close of the school year to discuss the placement of students for the following year and give careful consideration to providing the best learning environment for all students, including combination classes.

ARTICLE 10

PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

10.1 Program Eligibility

10.1.1 Mandatory Participation

10.1.1.1 Through peer Consulting Teachers, this component of the program shall provide intervention to permanent teachers who receive an unsatisfactory evaluation in any domain of the California Standards for the Teaching Profession as provided in Article 3 of the Collective Bargaining Agreement.

10.1.2 Voluntary Participation

10.1.2.1 Through peer Consulting Teachers and other resources, approved by the Joint Panel, this component of the program shall provide assistance to new teachers and teachers that voluntarily seek assistance.

10.1.3 Exclusions

10.1.3.1 The program shall not deal with a teacher's employment issues that arise from accusations of neglect of duty or misconduct which are distinct from teacher's evaluation in relationship to the California Standards for the Teaching Profession and Article 3 of the Collective Bargaining Agreement.

10.2 Referred Teachers

10.2.1 The Referred Teacher is a permanent teacher who receives assistance in an area in which the teacher received an unsatisfactory evaluation as provided in Article 3 of the Collective Bargaining Agreement.

10.2.2 The purpose of participation in the PAR Program is to assist permanent teachers who have received an unsatisfactory evaluation. Permanent Teachers shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation in any domain of the California Standards for the Teaching Profession as provided in Article 3 of the Collective Bargaining Agreement.

10.2.3 The Consulting Teacher shall provide assistance to the Referred Teacher until the Referred Teacher is removed from the PAR Program or until the Joint Panel concludes that further assistance will not be productive. The Consulting Teacher shall continue to provide assistance until the Joint Panel determines otherwise. The Referred Teacher shall have the right to submit a written response to any report submitted by the Consulting Teacher to the Joint Panel.

10.2.4 The Referred Teacher shall have the right to challenge one Consulting Teacher assigned to the Referred Teacher by the Joint Panel. The Referred Teacher shall not have to give any reasons for the challenge of the assigned Consulting Teacher. However, after the Referred Teacher challenges a Consulting Teacher assigned by the Joint Panel, the Referred Teacher must accept the subsequent assignment(s) of Consulting Teacher(s).

10.2.5 The evaluation process, pursuant to Article 3 of the Collective Bargaining Agreement, for any Referred Teacher shall not be altered as a result of participating in the PAR Program except as negotiated by the District and the Association.

10.2.6 This article does not expand nor diminish the Referred Teacher's ability to grieve an evaluation pursuant to Article 3 of the Collective Bargaining Agreement.

10.3 Volunteer Teacher Participants

10.3.1 The purpose of voluntary participation in the PAR Program is to assist permanent unit members who seek to improve their teaching performance. Volunteers may request the Joint Panel to assign a Consulting Teacher to provide peer assistance. The Joint Panel shall have sole authority to grant or deny all voluntary requests for assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Volunteer Teacher shall indicate area(s) in which the unit member seeks assistance. The Volunteer Teacher may terminate their participation in the PAR Program at any time without a requirement to give a reason for said request.

10.3.2 All communication between the Consulting Teacher and a Volunteer Teacher shall be

confidential, and without the written consent of the Volunteer Teacher, shall not be shared with others, including the site principal, the evaluator, or the Joint Panel.

10.4 Beginning Teacher Participants

10.4.1 The purpose of participation in the assistance component of the PAR Program is to support Beginning Teachers by enhancing instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning unit members this may be the Induction Program.

10.4.2 It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/Support Provider shall play no role in the evaluation of the teaching performance of a Beginning Teacher Participant. The evaluation of the Beginning Teacher is the sole responsibility of the site administrator.

10.4.3 Beginning Teacher shall be defined as one of the following:

10.4.3.1 Fully credentialed 1st or 2nd year teachers;

10.4.3.2 Intern Teachers;

10.4.3.3 Teachers with Emergency Permits;

10.4.3.4 Experienced Teachers that are new to the District;

10.4.3.5 Temporary Teachers.

10.4.4 Funds received through the Induction Program must be used to support fully credentialed 1st and 2nd year teachers only, however funds received through the PAR Program may be used to support Beginning Teachers as defined in Section 10.4.3 above.

10.5 Joint Panel

10.5.1 The PAR Program is supervised and evaluated by a Joint Panel composed of a majority of certificated classroom teachers chosen to serve by the Association and administrators chosen to serve by the District, as follows:

10.5.1.1 Three (3) administrators selected by the District.

10.5.1.2 Four (4) teachers selected by the Association.

- 10.5.2 The Chair of the Joint Panel alternates annually between a teacher and an administrator.
- 10.5.3 Panel members shall serve a term not to exceed three (3) years. All previous members of the Joint Panel must be off the Joint Panel for at least one (1) year before being re-selected to serve on the Joint Panel.
- 10.5.4 A Joint Panel year is defined as July 1 through June 30.
- 10.5.5 The Joint Panel shall:
 - 10.5.5.1 Administer the PAR Program;
 - 10.5.5.2 Determine its own meeting schedule;
 - 10.5.5.3 Establish operating rules and procedures;
 - 10.5.5.4 Participate in any training required to implement the program within budgetary constraints.
 - 10.5.5.5 Select the Consulting Teachers by consensus.
 - 10.5.5.6 Use a consensus model for decision making.
 - 10.5.5.7 Meet with Consulting Teachers periodically to review staff development plans for Participating Teachers and receive reports.
 - 10.5.5.8 Oversee training of Consulting Teachers.
 - 10.5.5.9 Develop an annual program budget, based upon an annual allocation determined by the Human Resources Department with consultation with the Association, subject to Board Approval.
 - 10.5.5.10 Monitor the progress of Referred Teacher intervention including making the decision regarding the success of such intervention and annually advising the Board of Education as provided in Section 10.5.11.
 - 10.5.5.11 Annually evaluate the impact of the District's PAR Program in order to improve the program including sending to the Board of Education and the Association a report indicating, at a minimum, the number of unsatisfactory evaluation referrals, the training needs of Consulting Teachers, the training needs of the Joint Panel, and the amount of released time used by Consulting Teachers,

Participating Teachers and the Joint Panel.

- 10.5.5.12 Joint Panel shall prepare a summary of participation for all Referred Teachers that shall be sent to Human Resources for placement in the Referred Teacher's Personnel File.
- 10.5.6 Joint Panel members shall refrain from participation in discussion and voting on any matter in which they have a professional or personal conflict of interest.
- 10.5.7 All rules and procedures established by the Joint Panel shall be distributed to unit members, the Association and the Human Resources Department.
- 10.5.8 To conduct an official meeting, at least five (5) of the seven (7) members of the Joint Panel must be present. No action or recommendations shall be made unless at least three (3) Association panel members and two (2) District panel members are present.
- 10.5.9 The Joint Panel shall not act on the Consulting Teacher's report before ten (10) days following receipt of the report to allow a Referred Teacher sufficient time to submit a written response and/or address the Joint Panel. By written agreement of the Joint Panel and the Referred Teacher, the time lines can be extended.
- 10.5.10 The Joint Panel shall make recommendations to the Board of Education of the District concerning Referred Teachers. The Joint Panel shall make one of the following recommendations:
- 10.5.10.1 Referred Teacher's performance is satisfactory;
 - 10.5.10.2 Referred Teacher requires additional assistance;
 - 10.5.10.3 Referred Teacher after sustained assistance is not able to demonstrate satisfactory improvement.
- 10.5.11 The Joint Panel shall send its recommendation and summary of participation to the Human Resources Department. The Human Resources Department shall forward the Joint Panel's recommendation and summary of participation to the Board of Education with a copy to the Referred Teacher's evaluation.
- 10.5.12 The District and the Association shall annually review the PAR Program.

10.6 Program Operations

10.6.1 All materials related to evaluations, reports, deliberations, and other personnel matters shall be confidential, subject to the following exceptions:

10.6.1.1 In response to subpoena or order of the Court.

10.6.1.2 The final report may be used by the District in any employment action based upon instructional performance.

10.6.2 The Joint Panel and/or Consulting Teacher shall not have access to a Participating Teacher's Personnel File without prior written permission from the Participating Teacher.

10.6.3 The District shall hold harmless the members of the Joint Panel and the Consulting Teachers for any liability arising out of their participation in this program as defined in Education Code Section 44503(c). It is understood that this hold harmless does not provide any enhanced liability coverage over what is currently provided by the District subject to the limitations of the District's liability insurance.

10.6.4 Not more than 5% of the funds received by the District for PAR may be expended for administrative costs. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1X (1999, Villariagosa), BTSA or successor legislation.

10.7 Consulting Teachers

10.7.1 A Consulting Teacher shall be a permanent certificated unit member who provides assistance to a Participating Teacher enrolled in the PAR Program.

10.7.2 At a minimum, Consulting Teachers shall:

10.7.2.1 Possess a clear California Teaching Credential and have permanent status with the District.

10.7.2.2 Have at least ten (10) years of teaching experience.

10.7.2.3 Have at least five (5) years experience with the District, with three (3) of the last five (5) years as a classroom teacher.

10.7.2.4 Have a full-time assignment.

- 10.7.2.5 Demonstrate exemplary teaching ability by having received no unsatisfactory marks on their evaluations for the past five (5) years.
 - 10.7.2.6 Demonstrate ability to work cooperatively and effectively with other staff members.
 - 10.7.2.7 Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.
 - 10.7.2.8 Participate in training as directed by the Joint Panel.
- 10.7.3 Consulting Teachers shall be selected as follows:
- 10.7.3.1 A notice/announcement of vacancy will be posted/distributed as needed;
 - 10.7.3.2 Applicants shall submit application form or letter of application;
 - 10.7.3.3 Applicants shall submit one (1) letter of recommendation from the applicant's immediate supervisor, one (1) letter from the Association or Association's designee and one (1) additional letter at the applicant's discretion;
 - 10.7.3.4 Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications;
 - 10.7.3.5 Consulting Teachers shall be selected by a consensus vote of the Joint Panel after a minimum of two (2) representatives [one (1) from the Association and one (1) from the District] have conducted a classroom observation and interview with each of the candidates.
- 10.7.4 Consulting Teachers shall assist Participating Teachers through demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher. The PAR Program strongly encourages a cooperative relationship between the Consulting Teacher, site administrator, and the Participating Teacher with respect to the process of peer assistance and review. Referred Teachers shall not incur any personal costs for any required assistance pursuant to this Article.
- 10.7.5 The Consulting Teacher shall:

- 10.7.5.1 Meet with the Referred Teacher and site administrator/evaluator to discuss the PAR Program, establish mutually agreed upon performance goals aligned with pupil learning, and develop a written assistance plan;
 - 10.7.5.2 Conduct multiple observations (at least ½ day per month) of the Participating Teacher during classroom instruction, and provide immediate verbal feedback with a written follow-up. The ½ day per month shall include, but not be limited to, visitation, observation, and immediate verbal feedback;
 - 10.7.5.3 Maintain a written log of contacts and specific support given to each Participating Teacher;
 - 10.7.5.4 Submit quarterly written reports to the Joint Panel containing, at a minimum, the number of observations, visitations, and meetings with the Participating Teacher. Consulting Teacher shall discuss the report with the Participating Teachers and the Participating Teacher shall receive a copy of all written reports between the Consulting Teacher and the Joint Panel;
 - 10.7.5.5 Continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support because the Participating Teacher has exited the program;
 - 10.7.5.6 Participate in an annual review of the program with the Joint Panel;
 - 10.7.5.7 Have the right to submit written reasons to the Joint Panel why their specific Participating Teacher should be reassigned to another Consulting Teacher and have those reasons considered by the Joint Panel.
- 10.7.6 A selected Consulting Teacher shall be available to the Joint Panel for one (1) year, renewable for two (2) additional one (1) year terms at the sole discretion of the Joint Panel. The Joint Panel may extend the period of a Consulting Teacher's term by mutual agreement with the Consulting Teacher if continued assistance with a previously assigned Participating Teacher is required.
- 10.7.7 The Joint Panel may remove a Consulting Teacher from their position at any time by

consensus of the Joint Panel.

10.7.8 If a Consulting Teacher is unable to complete the remainder of their term, a replacement Consulting Teacher shall serve the remainder of the former Consulting Teacher's unexpired term.

10.7.9 The number of participants, available programs, and funding shall determine Consulting Teacher to Participating Teacher ratios.

10.7.10 The Consulting Teacher shall not evaluate or have any official part in unit members' evaluation.

10.7.11 An inactive Consulting Teacher (does not have a Participating Teacher assigned by the Joint Panel) shall receive a stipend of \$114.14 per month for a maximum of \$1141.40 per year.

10.7.12 An active Consulting Teacher [has at least one (1) Participating Teacher assigned by the Joint Panel] shall receive a stipend of \$570.26 per month for a maximum of \$5702.60 per year.

10.7.13 All Consulting Teachers shall receive a one-time \$250 training stipend. Additionally, Consulting Teachers shall receive the certificated hourly rate of pay for each hour of training required by the Joint Panel outside the Consulting Teacher's base assignment. All compensation pursuant to Section 10.7.13 shall be in addition to compensation received pursuant to Sections 10.7.11 and/or 10.7.12.

ARTICLE 11

(Placeholder for Future Article)

ARTICLE 12

COMPLAINTS INVOLVING SCHOOL PERSONNEL

12.1 General Provisions

12.1.1 The District and Association believe unit members conduct themselves according to the highest professional standards. When, however, a parent or community member feels that he/she has not received services from a District employee matching those standards, the District and Association agree to resolve the issue in a fair, reasonable manner. All parties involved in the complaint process shall make a good faith effort to resolve the complaint at each level.

12.1.2 A "parent personnel complaint" is defined as an allegation by a parent or community member that a unit member has not performed his/her duties in accordance with professional standards.

12.2 Informal Level

12.2.1 Before filing a formal written complaint, the concerned party and the unit member should make a good faith effort to resolve the complaint with an informal conference. The concerned party should contact the unit member against whom a complaint is held to try to resolve the issue.

12.3 Formal Level

12.3.1 Level I

If the informal processes fail to resolve the complaint, the concerned party should complete the "Complaints Involving District Employees" form. The complaint form should be given or mailed to the unit member's immediate supervisor. The immediate supervisor shall notify the unit member of the complaint within five (5) days of receipt, if the complaint may be used against the unit member. The supervisor shall meet with the concerned party and the unit member to resolve the complaint and communicate his/her decision to them.

12.3.2 Level II

12.3.2.1 If either party is not satisfied with the decision at Level I, he/she may appeal the decision to the Superintendent or designee. The appeal should include a copy of the original complaint form and a brief statement of the reasons for the appeal. The other party may respond to the appeal. The Superintendent or designee will communicate his/her decision to the concerned party and the unit member. That decision shall terminate the Level II complaint process.

12.3.2.2 During the Level II period, either the concerned person or the unit member may request and shall receive another personal conference with the other party. Additional conferences may be held by mutual agreement.

12.3.3 Level III

12.3.3.1 If a complaint is not resolved by the decision rendered at Level II, either party may request that the Board of Education resolve the issue. The party must request a Board hearing by contacting the Superintendent, as Secretary to the Board. The Superintendent will provide the Board with the parties' statements and a summary of the actions in Levels I and II.

12.3.3.2 Upon receipt of that appeal, the Superintendent will schedule at the Board's convenience a closed session at a regularly scheduled Board meeting. The concerned party and the unit member may be invited to attend the closed session and review his/her complaint. The Board will make its decision and have the Superintendent communicate that decision to the concerned party and the unit member. The Board's decision shall be final.

12.4 Complaints which are withdrawn or not sustained at Levels I, II, or III shall not be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

12.4.1 If the Board decision sustains the complaint, any action taken in regard to a unit member is subject to the provisions of Article entitled Discipline: Just Cause/Due Process.

ARTICLE 13

DISCIPLINE: JUST CAUSE/DUE PROCESS

- 13.1 The District agrees to use progressive discipline except where the serious nature of the offense may reasonably require the immediate removal of the unit member by the District. In all instances the severity of the punishment must relate to the severity of the offense. In all instances discipline shall be for just cause, and members of the unit shall be provided the protection of procedural due process.
- 13.2 It is the purpose of progressive discipline to correct improper conduct and obtain compliance with established rules of proper employee conduct. A good faith effort will be made to commence progressive discipline at the earliest possible level as identified in Section 13.3 of this Article in order to provide adequate warning of perceived shortcomings.
- 13.3 Progressive discipline may include any of the following as appropriate:
- 13.3.1 verbal counseling;
 - 13.3.2 written warnings which are not placed in the unit member's personnel file;
 - 13.3.3 written reprimands which are placed in the unit member's personnel file;
 - 13.3.4 paid administrative leave;
 - 13.3.5 unpaid suspension, implemented in accordance with this Article;
 - 13.3.6 termination in accordance with the Education Code.
- 13.4 All information or proceedings regarding any actions or proposed actions pursuant to this Article shall be kept confidential by the parties.
- 13.5 This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944; but shall not apply to suspension pursuant to Education Code Sections 44939, 44940, or 44942.
- 13.6 The District may, upon the recommendation of the Superintendent or designee, suspend a unit member without pay for cause pursuant to this Article for a period not to exceed fifteen (15) days. Notice of such recommendation shall be made in writing and served in person or by certified mail

upon the unit member by the Superintendent or designee. A copy shall be provided to the Association President. The notice shall contain:

13.6.1 a statement of the specific acts or omission upon which the action is based;

13.6.2 the Education Code, policy, rule or regulation allegedly violated;

13.6.3 penalty proposed;

13.6.4 a statement that the unit member has the right to review and obtain copies of any documentary evidence upon which the recommendation is based;

13.6.5 a statement of the employee's right to challenge the proposed action by requesting a hearing to be conducted in accordance with Article 6 (Grievance Procedure) of this Agreement, except that the District shall bear the cost of the arbiter.

13.7 If the unit member fails to request a hearing within ten (10) working days after service of the notice, the suspension may be implemented.

13.8 An arbiter's decision on a suspension shall be based upon the substantial evidence on the record.

13.9 Whenever a unit member is released from an extra-pay assignment, the unit member will be given an opportunity to meet with the site administrator to discuss the reasons for the decision. Whenever appropriate, the unit member will be given prior warning of perceived shortcomings.

ARTICLE 14

SALARY SCHEDULE AND RULES

14.1 Salary

14.1.1 All certificated salary schedules negotiated by the District and the Association shall be considered an appendix to this Agreement unless specifically excluded by a negotiated agreement (Appendix A, B, C, and D).

14.1.1.1 Salary will be paid in eleven (11) equal monthly increments in accordance with Appendix A, B, and C.

14.1.1.2 All voluntary deductions will be deducted from the ten (10) pay warrants issued during the period from October 1 to July 1 (first working day of each month).

14.1.1.3 In accordance with State retirement regulations (State Teachers Retirement System/Public Employees Retirement System), all extra-pay schedule assignments will be paid as earned in accordance with Appendix D.

14.1.2 The Extra-Pay for Extra-Assigned Responsibilities schedule will be in accordance with the attached schedule (Appendix D).

14.2 Pay Warrant

All unit members must choose one of the following options for their pay warrant scheduled to be issued on the first County working day in January when the District is on State or Local holiday on the day that warrants are due to be distributed:

14.2.1 Sign up for automatic direct deposit for the pay warrant issued on the first working day in January no later than December 10 of the school year; or

14.2.2 Pick up their pay warrant on the next working day after the State or Local holiday in which personnel will be available to distribute pay warrants.

14.3 Regulations for Salary Schedule Placement

14.3.1 Placement of Unit Members

14.3.1.1 All unit members shall be placed on the currently adopted salary schedule

(step and column) in accordance with their training and experience.

14.3.1.2 No provision of this schedule shall be interpreted as preventing payment of extra fees or salaries for extra duties, non-teaching duties, or part-time administrative or supervisory assignments which are in addition to the teaching assignment.

14.3.2 Salary Schedule and Rules

14.3.2.1 The salary schedules shall consist of five (5) columns which are based on the number of units of acceptable upper division or graduate semester units and vertical steps which are based on the number of years of acceptable teaching or nursing experience. Appropriate placement on the salary schedule is dependent on credential status. The five columns and requirements are as follows:

<u>Column</u>	<u>Degree and Units</u>
I	B.A. or Preliminary Vocational Credential
II	B.A. plus 18 upper division or graduate semester units subsequently earned; or Preliminary Vocational Credential plus 18 upper* division or graduate semester units
III	B.A. plus 36 upper division or graduate semester units subsequently earned, or M.A.; or Preliminary Vocational Credential plus 36 upper* division or graduate semester units or Clear Vocational Credential, including a B.A.
IV	54 upper division or graduate semester units earned subsequently to the B.A.; or a Clear Vocational Credential, plus 18 upper division or graduate semester units earned subsequently to the B.A.
V	72 upper division or graduate semester units earned subsequently to the B.A., including an M.A.; a Doctorate Degree; or a Clear Vocational Credential including an M.A. or 36 upper division or graduate semester units earned subsequently to the B.A.

*Credit earned towards a Vocational Credential may be lower division if earned under a college or university-approved vocational program.

14.3.2.2 Employment on a Vocational Credential requires a unit member to be working in a field directly related to his/her Vocational Credential.

14.3.3 Credit for Outside Experience

14.3.3.1 An unlimited number of years credit for K-12 or approved private school teaching shall be allowed for initial placement on the salary schedule. Vocational experience credit will be allowed for industrial experience on a basis of one increment for each two years industrial experience, not to exceed the 6th step, providing the experience is applicable to the teaching assignment. Initial placement will be Column I if the vocational teacher does not possess a Bachelor's Degree.

14.3.3.2 A year of teaching experience shall be defined as follows: At least five (5) school months full-time public or approved private school teaching during a given year. Additional accumulative teaching experience totaling ten (10) months of full-time public or approved private school teaching shall be credited as not more than one (1) additional year.

14.3.4 Assignment to Schedules

14.3.4.1 Teachers and school librarians who hold a preliminary credential or a credential in which all coursework has been completed will be placed on Teachers' Salary Schedule II. All other teachers will be placed on Teachers' Salary Schedule I.

14.3.4.2 Teachers, except those listed in 14.3.4.3, who hold a CLAD/LDS Certificate receive a stipend which is equal to .016944 of Step 2, Column I of the Teachers' Salary Schedule I. Teachers, except those listed in 14.3.4.3 who hold a BCLAD/BCC Certificate receive a stipend which is equal to .042365 of Step 2, Column I of the Teachers' Salary Schedule I. Teachers shall only receive one stipend pursuant to this section.

14.3.4.3 DIS (Designated Instructional Services), RSP (Resource Specialist Program), SDC (Special Day Class), VI (Visually Impaired), Speech Pathologist, Adaptive P.E., Continuation, SOAR, GATE Resource and New Teacher Support Providers will receive a stipend which is equal to .019787 of Step 2, Column I of the Teachers' Salary Schedule I. This group of teachers who also hold a CLAD/LDS Certificate will receive a stipend which is equal to .036732 of Step 2, Column I of the Teachers' Salary Schedule I. This group of teachers who also hold a BCLAD/BCC Certificate will receive a stipend which is equal to .062122 of Step 2, Column I of the Teachers' Salary Schedule I. Teachers shall only receive one stipend pursuant to this section.

14.3.4.4 Counselors, Speech/Language Pathologists and Nurses will be placed on Schedule III [Teachers' Salary Schedule I with an additional .05 applied to Column V, Step 13 (that dollar amount to be added to each step of schedule)].

14.3.5 Special Provisions

14.3.5.1 In addition to units listed in 14.4.2 above, unit members, with approval from the Superintendent or designee prior to registration or the first class, may substitute a limited number of lower division units where mutual benefit to the teacher and to the District will ensue.

14.3.5.2 The limit of the number of units a unit member may carry during the school year, which will count for horizontal movement on the salary schedule, shall be determined by a consultation with the site administrator or assistant principal if the need for such a limit should arise. No limit for summer school units shall exist.

14.4 Anniversary Increment Qualifications

See the current salary schedule.

14.5 Supplemental Pay

14.5.1 Supplemental contracts shall be provided to unit members hired to supervise or otherwise

participate in extra-curricular activities in accordance with the title of the activity and number of positions listed in Appendix D of this Agreement. Participation in the extra-curricular program shall be voluntary. Supplemental contracts shall continue from year-to-year unless terminated in writing by either party.

14.5.2 Wages paid holders of supplemental contracts shall be as set forth in this Agreement provided that all wages paid be determined solely according to the principle of equal work and without regard for age, sex, color, race, religion, national origin, or marital status.

14.6 The following shall be the definition of terms for this Article only.

14.6.1 Bilingual Certification means the possession of one or more of the following certifications:

14.6.1.1 LDS (Language Development Specialist);

14.6.1.2 BCC (Bilingual Certificate of Competence);

14.6.1.3 CLAD (Cross-Cultural Language and Academic Development);

14.6.1.4 BCLAD (Bilingual Cross-Cultural Language and Academic Development);

14.6.1.5 BSC (Bilingual Specialist Credential).

14.7 Unit members shall receive compensation based upon certification as stated below.

14.7.1 Upon submitting an original copy of documentation demonstrating a passing score on any test required for the completion of CLAD or BCLAD for verification, all unit members shall receive a one-time \$250 bonus for passing each test required for the completion of the CLAD or BCLAD, to a maximum of six (6) \$250 bonuses.

14.7.2 All unit members shall receive a one-time \$250 bonus for the receipt of the CLAD, BCLAD, or BSC certification/credentials.

14.8 No unit member under this Article shall receive one-time bonus money more than once for the same completion of a test or certification/credential.

14.9 Unit members, for this Article only, shall receive one-time bonus money and/or salary schedule movement on the first pay-check following 45 days from the unit member's submission of documentation verifying the passing of a test required for CLAD or BCLAD, or the receipt of a CLAD, BCLAD, or BSC certification/credential.

14.10 All one-time bonus money shall be paid for all qualifying events, pursuant to this Article, completed on or after July 1, 1995.

ARTICLE 15

HEALTH & WELFARE BENEFITS

15.1 Health and Welfare Benefits

Unit members that are eligible to receive health and welfare benefits shall receive those benefits according to the rules, requirements and amount stated on the current "Azusa Unified District Certificated Employees Health, Dental, Vision & Life Benefits" schedule attached Appendix E.

15.2 TSA

15.2.1 Unit members who provide the District with proof of medical coverage from another source, other than the District, may be entitled to receive a tax shelter annuity (TSA), the amount of the tax shelter annuity can be found in Appendix E. The TSA may be applied to a Tax Shelter Annuity of the unit member's choice. As of October 1, 2013 the Tax Shelter Annuity option was only applicable to "grandfathered" employees.

15.3 Internal Revenue Code Section 125 Flex Comp Plan (See addendum for revised 125 Plan)

15.3.1 Participation by unit members in the IRC Section 125 Premium only plan is voluntary and at no cost to unit members.

15.4 Retirement Medical Benefits

15.4.1 A unit member who elects to retire shall be provided the following:

15.4.1.1 The retiree may select a District-approved fee-for-service plan for ten (10) years or to Medicare age of eligibility (whether or not the unit member qualifies for Medicare), whichever comes first. The District's annual maximum contribution for the medical insurance coverage shall be based on the following:

15.4.1.1.1 The lowest cost HMO plan available during each annual enrollment period offered by a district's health benefit provider,
and

15.4.1.1.2 Within those HMO plans offered by the provider in 15.4.1.1.1

above, the HMO plan that provides the greater of the benefits to the eligible retiree

- 15.4.1.2 The retiree may select an HMO of his/her choice. It is understood that during the ten (10) year period or to Medicare age of eligibility (whether or not the unit member qualifies for Medicare), whichever comes first, the District's contribution will be, as referenced in 15.4.1.1, available during each annual enrollment period.
- 15.4.1.3 If the retiree should move out of state or into a geographical location within the state that cannot be provided medical coverage by an HMO plan offered by the District, the retiree will be entitled to the equivalent contribution, as referenced in 15.4.1.1, by the District for purchase of another medical insurance plan. It is understood this option will continue as long as the retiree resides outside of the area covered by a District HMO plan and for the ten (10) year period or to Medicare age of eligibility (whether or not the unit member qualifies for Medicare), whichever comes first.
- 15.4.2 The retiree may purchase available vision and dental plans at no cost to the District until the retiree reaches the Medicare age of eligibility (whether or not the unit member qualifies for Medicare). The retiree may elect to have his/her spouse and/or dependent(s) on a District health plan, but must pay any remaining premium for the spouse and/or dependent(s) over the District's contribution, as referenced in 15.4.1.1, for both the employee and his/her spouse and/or dependent(s). The retiree may elect to have his/her spouse and/or dependent(s) on a District dental or vision plan but must pay the premium for the spouse and/or dependent(s).
- 15.4.3 The retiree is eligible to change the medical plan selected during the open enrollment period.
- 15.4.4 At the conclusion of the District paid retirement medical benefit the retiree has the option, at no cost to the District, to purchase an HMO for a maximum of three (3) additional years

or to Medicare age of eligibility (whether or not the unit member qualifies for Medicare), whichever comes first.

15.4.5 A unit member shall be eligible for the provisions of this article upon reaching age fifty (50) and have rendered a minimum of ten (10) years' service to the District.

15.5 Disability Differential and Benefits

15.5.1 Unit members who have begun their third year of service with the District shall be entitled to Disability Differential Pay and Medical Benefits as stated in Section 15.5.2 of this Article and according to the procedures outlined in Section 15.5.

15.5.2 Unit members shall qualify for differential pay and extended medical benefits according to the number of years of experience the unit member has had with the District. The more years of experience with the District, the more years of differential and medical benefits a unit member is entitled.

15.5.2.1 Unit members that have a least ten (10) years of experience with the District will have multiple choices as to how much differential and medical benefits they are entitled to. This Disability Chart (Section 15.5.2.2) is read across from left to right so that a unit member is entitled to all benefits indicated across the line from left to right that matches the years of experience of the unit member and the number of 100 day allocations that the unit member has been on differential leave.

15.5.2.2 Unit members are entitled to differential and medical benefits as follows:

Years of Service	Differential	Medical Benefits	Re-Employment Rights
3-9 Years	1 st 100 days	5 Years (60 Months)	39 Months
10-14 Years	1 st 100 days	10 Years (120 Months)	39 Months
10-14 Years	2 nd 100 days	5 Years (60 Months)	27 Months
15-19 Years	1 st 100 days	15 Years (180 Months)	39 Months
15-19 Years	2 nd 100 days	10 Years (120 Months)	27 Months
15-19 Years	3 rd 100 days	5 Years (60 Months)	15 Months
20+ Years	1 st 100 days	To legal age to qualify for Medicare, regardless of eligibility	39 Months
20+ Years	2 nd 100 days	15 years (180 Months)	27 Months
20+ Years	3 rd 100 days	10 Years (120 Months)	15 Months
20+ Years	4 th 100 days	5 Years (60 Months)	3 Months

15.5.2.3 Unit members with at least 10 years of experience with the District start on the chart on the Differential line that is entitled “1st 100 days” that equals the unit member’s years of experience. At the conclusion of each 100 days of differential pay, the unit member may resign and receive the medical and re-employment benefits listed, choose to begin to receive a second 100 days of differential pay thereby placing the unit member in the next 100 day allocation row, if applicable, or defer any decision until the anniversary date of the units member’s 1st day of differential used and be in an unpaid status until that day. If the unit member fails to communicate a decision to the District, the unit member is automatically concluded to have selected to defer a decision until the date of the 1st differential day used. Upon arriving at the anniversary date of the 1st day of differential used, a unit member must decide to begin another 100 days allocation of differential pay and move to the next row of 100 days, if available, or resign the unit member’s employment with the District and receive the benefits listed in this Section. If the District does not receive a decision by the unit member, the unit member is automatically considered to have decided

to begin another 100 days of differential pay, unless the unit member does not have any additional 100 days available. If a unit member elects, under this Section, to begin another 100 days of differential pay, the unit member automatically gives up the unit member's rights to all benefits stated in the row that the unit member moved from pursuant to this Section.

15.5.2.4 Unit members may not use more than 100 days of differential leave in any one school year.

15.5.2.5 For example, a unit member with 15 years of experience becomes disabled due to an illness and exhausts all available paid leave. The unit member now begins on the 1st 100 days of differential on the 15-19 year line of the chart. If, at the end of that 100 days, the unit member decides to resign and give notice to the District pursuant to this Section, the unit member is entitled to 15 years (180 months) of paid medical benefits (as provided in Section 15.5) and shall be entitled to 39 months of re-employment rights if the unit member recovers and is able to return to service. If the unit member decides to return and receive a 2nd 100 day differential allocation, the unit member receives differential for another 100 days, and at the end of the year, if the unit member elects to resign and give notice to the District pursuant to this Section, the unit member is entitled to 10 years (120 months) of paid medical benefits (as provided in Section 15.5) and shall be entitled to 27 months of re-employment rights if the unit member recovers and is able to return to service. If the unit member decides to return and receive a 3rd 100 day differential allocation, the unit member receives differential for another 100 days, and at the end of the third year, the unit member is considered to have automatically resigned and the unit member is entitled to 5 years (60 months) of paid medical benefits (as provided in Section 15.5) and shall be entitled to 15 months of re-employment rights if the unit member recovers and is able to return to service.

- 15.5.2.6 Eligibility to receive differential benefits and begin qualifying for benefits under this Section is the District's receipt of medical evidence of the unit member's inability to work. The medical evidence requirement must be provided to the District each year the unit member is receiving differential pay. All medical evidence must be from a Medical Doctor for all physical illnesses or a Psychiatrist for all mental illnesses.
- 15.5.2.7 All unit members are considered to have automatically resigned their positions with the District upon the use of their last day of maximum allowable differential pay as provided in this Section.
- 15.5.3 All medical benefits under this Section shall be defined as any District medical plan(s), including dental and vision plans, up to a maximum amount of \$3,314.63. The unit member may select plan(s) in excess of \$3,314.63 but must pay the difference between the plan(s) selected and \$3,314.63. This benefit shall exclude any payments for a TSA in lieu of medical benefits.
- 15.5.3.1 Unit members are eligible to change medical plans pursuant to this Section during the open enrollment period.
- 15.5.4 Unit members may use months of medical benefits listed in this Section to cover any month in which the unit member is not entitled to paid medical benefits by the District. The benefits received shall be identical to the benefits received in the last month that the unit member received paid medical benefits by the District. This shall not apply to unit members that have elected a TSA in lieu of medical benefits.
- 15.5.5 All benefits vested by a unit member under this Section shall survive for one year beyond the death of the unit member.
- 15.5.6 All references to years of experience in this Section shall be defined as years of experience with the District.
- 15.5.7 Unit members on differential leave shall receive an annual joint notice from the District and Association regarding their entitlements under this Section prior to the end of each 100 day

allocation.

15.5.8 The District shall conduct an annual accounting of all expenses under this Section and compare the expenses to the amount of on-going money set aside by the Association for this program. The District shall place any money in excess of the expenses in a reserve account designated for disability medical benefits. If the expenses are greater than the on-going money designated for the expenses under Section 15.5, the District shall first take from the reserve account designated for disability benefits, and then make an immediate Cost-of-Living Adjustment to the Association in the following year's compensation in an amount equal to the amount necessary to equal the expenses under Section 15.5.

15.5.9 If the Parties agree to terminate the benefits under Section 15.5, all benefits vested by unit members under this Section shall be paid, and then the on-going money designated for this program shall be available for use by the Association, and the one-time money in the reserve account designated for disability benefits shall be available for use by the Association.

15.6 Death Benefits

All unit member's medical benefits, including vision and dental, shall survive for one year beyond the death of the unit member. The Association shall pay for the cost of these benefits from the money allocated under Section 15.5 of this Article.

ARTICLE 16

RETAINED RIGHTS AND RESPONSIBILITIES

- 16.1 The following rights and responsibilities are not intended to detract or diminish in any way the rights of the Association or of unit members as expressly set forth in other articles of this Agreement or the EERA (Educational Employment Relations Act). If an action emanating from this Article impacts upon terms and conditions of other articles of this Agreement or the EERA, the District and the Association may mutually agree to meet and negotiate the affected terms and conditions; or, if the parties do not agree to meet and negotiate, either party may submit the issues to the Public Employment Relations Board (PERB).
- 16.2 The District's rights and responsibilities include the authority to determine, implement, modify or discontinue, in whole or in part, any of the following:
- 16.2.1 The operational and organizational structure of the District, including the chain of command, division of authority, organizational divisions and sub-divisions, and advisory commissions and committees.
- 16.2.2 The financial status of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions needed to secure financial support, including:
- 16.2.2.1 Compliance with any qualifications or requirements imposed by law or by funding sources.
- 16.2.2.2 All investment policies and practices.
- 16.2.2.3 All budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures.
- 16.2.2.4 All budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement.

- 16.2.3 The acquisition, disposition, location, types and uses of all District properties, whether owned, leased or otherwise controlled, including personnel work, service and activity functions assigned to such properties.
- 16.2.4 All service to be rendered to the public and to the District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with services; the sub-contracting of services to be rendered and functions to be performed, including educational support, construction, maintenance and repair services.
- 16.2.5 The utilization of personnel not covered by this Agreement, such as all substitutes, hourly, temporary and provisional personnel, consultants, confidential, noon duty supervisors and supervisory and managerial personnel to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel.
- 16.2.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, emergency situations and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters, subject only to such consultation rights of the Association as are provided under Government Code 3543.2.
- 16.2.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities, classrooms, functions, activities,

academic subject matters, grade levels, departments, tasks or equipment, and the determination as to whether, when and where there is a job opening.

- 16.2.8 The job classifications and the content and qualifications thereof.
- 16.2.9 The duties and standards of performance for all employees, and whether any employee adequately performs such duties and meets such standards.
- 16.2.10 The dates, times and hours of operation of District facilities, functions and activities, and work schedules.
- 16.2.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters.
- 16.2.12 The rules, regulations and policies for all employees, students and the public.
- 16.2.13 The retirement of employees for disability.
- 16.2.14 The termination or layoff of employees consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
- 16.2.15 All other rights and responsibilities of the District not limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 16.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- 16.4 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provision set forth in Article 6. Unless such exercise results in an action which detracts from or diminishes in any way the rights of the Association or unit members as expressly set forth in other articles of this agreement

ARTICLE 17

CONSULTATION

17.1 The Association shall have the right to consult with the Superintendent or designee(s) regarding changes in the policies and/or procedures used in the exercise of the District's lawful discretion with respect to the following subjects:

Definition of educational objectives

Determination of the content of courses and curriculum

Selection of textbooks

Teaching materials and supplies

Inservice Education

Technology purchases and implementation

17.2 Other subjects may be open to consultation if mutually agreed upon by the Association and the Superintendent or designee.

17.3 Consultation subjects are not subject to the grievance provisions of Article 6 of this Agreement.

17.4 The Association President may choose to appoint a representative to participate on all District designated committees established for the purpose of addressing the subjects listed in 17.1 of this Agreement.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 In the event of a conflict between the terms of this Agreement and any Board policies, procedures, or individual contracts or employment, the terms of this Agreement shall prevail.

18.2 Nondiscrimination and Academic Freedom

18.2.1 The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, domestic partnership, marital status, physical disability as provided by law, or membership in or participation with an employee organization.

18.2.2 The District and the Association agree that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the students, and sensitive to the community needs and the needs and values of our diverse cultures and heritage. Academic freedom is essential. The District and the Association acknowledge the fundamental need to protect unit members from censorship or restraint which interferes with the unit member's obligations to pursue truth in performance of their teaching function.

ARTICLE 19

SEPARABILITY AND SAVINGS

- 19.1 If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 19.2 If any such decision or change in law occurs, the parties hereto shall, upon request within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE 20

ENTIRE AGREEMENT

- 20.1 The Association and the District agree that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will meet and negotiate on any further matters prior to reopening negotiations except as required by the Educational Employment Relations Act (EERA), other provisions of this Agreement or by written mutual agreement of the parties.
- 20.2 Nothing in this section or any other section of the Agreement is intended to be construed as a waiver by the District, Association or unit members of the rights provided under the Education Code or the Educational Employment Relations Act (EERA) or any other applicable law.

ARTICLE 21

EARLY RETIREMENT INCENTIVE PROGRAM

21.1 Duration

21.1.1 If the following Early Retirement Incentives are offered to unit members employed for each year of the Agreement, unit members are entitled to select either the Temporary Employee or Golden Handshake option, but at no time shall a unit member be entitled to select both options.

21.2 Temporary Employee Agreement

21.2.1 Early retirement is an incentive plan whereby a unit member may retire early and have the opportunity to enter into an ancillary services contractual agreement with the school district.

21.2.2 A unit member shall have reached the age of fifty (50) and have rendered a minimum of five (5) years of service to the District. The unit member in this program shall resign his/her position with the District and shall not return to regular employment with the District except under exceptional circumstances.

21.2.3 The contract for services shall be for a period of five (5) years or age 65, whichever comes sooner. A participant will serve twenty (20) days per fiscal year in services mutually agreed upon from a list of possible assignments developed jointly by the District and Association. Termination of the contract prior to completion of the five (5) years shall be by mutual agreement. If any disagreement on assignment occurs, the disagreement shall be submitted to mediation, through the California State Conciliation Service, by a written request for immediate services by a mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution.

21.2.4 A participant approved for this program shall be eligible for the following benefits:

21.2.4.1 A contract for a period of five (5) years;

21.2.4.2 Twenty (20) work days per year at a compensation rate that is equivalent to the number of days of service times the unit member's per diem rate based on

his/her salary schedule placement. Per Diem pay is calculated by dividing the annual salary by the number of days of full time service required by the Agreement;

21.2.4.3 The District shall pay the premiums for fringe benefits as provided in Article 15 of this Agreement.

21.2.5 The unit member shall file an application with Human Resources by the first week of May and be granted early retirement benefits as provided herein. Unit members making application for participation in the program shall, upon making application and prior to making final commitment to enter the program, be provided with information describing the personal financial ramifications of entry into the program. Unit members entering the plans are to be afforded a mutually agreed upon description of specific duties and a specified amount of duty time refined into calendarized dates and hours.

ARTICLE 22

NEGOTIATIONS PROCEDURES

22.1 Reopeners

- 22.1.1 Reopeners: salary, fringe benefits, and additional Articles may be selected by each party.
- 22.1.2 Within one month after the Association submits its proposal to the District, the District shall adopt its proposal pursuant to Government Code Section 3547.
- 22.1.3 Within one month after the District submits its proposal to the Board, the Association shall adopt its proposal pursuant to Government Code Section 3547.
- 22.1.4 Within ten (10) working days of compliance with Government Code Section 3547, the District and the Association shall initiate negotiations sessions on the reopeners.

22.2 Successor Agreement

- 22.2.1 The Association agrees to submit its initial proposal for a successor Agreement to the District not later than March 15 of each year.
- 22.2.2 Within three (3) calendar months after the Association submits its initial proposal to the District, the District shall adopt its initial proposal pursuant to the Government Code Section 3547.
- 22.2.3 Within ten (10) working days of compliance with Government Code Section 3547, the District and the Association shall initiate negotiations sessions on the successor Agreement.
- 22.2.4 If the District and the Association are mutually engaged in Collaborative Bargaining, the parties may suspend the provisions of Article 22 and mutually agree on procedures for collective bargaining. Upon written notification from either party of their desire to terminate Collaborative Bargaining, the provision of Article 22 shall be immediately reinstated.

ARTICLE 23

AGREEMENT AND DURATION

- 23.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Azusa Unified School District ("Board") and the Azusa Educators Association/CTA/NEA ("Association"), an employee organization.
- 23.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 23.3 This Agreement shall remain in full force and effect from November 1, 2019 until June 30, 2022.

DATE October 15, 2019
AZUSA UNIFIED SCHOOL DISTRICT

DATE October 15, 2019
AZUSA EDUCATORS ASSOCIATION

Jorge A. Ronquillo
Board's Representative

Megan Savella
AEA Bargaining Chairperson

Arturo Ortega
Board's Representative

Jennie Pielstick
AEA Bargaining Team

Marc Bommarito
Board's Representative

Brodie O'Brien
AEA Bargaining Team

Erin Kremer
Board's Representative

Marji Aveson
AEA Bargaining Team

Approved by formal action of the
Board of Education of the Azusa
Unified School District on
November 5, 2019

Approved by the employee organization
on October 28, 2019