



**AGREEMENT**

**BETWEEN**

**THE COMPTON UNIFIED SCHOOL DISTRICT**

**AND**

**THE COMPTON EDUCATION ASSOCIATION**

**CERTIFICATED UNITS**

**July 1, 2021 – June 30, 2024**

**COMPTON EDUCATION ASSOCIATION  
CALIFORNIA TEACHERS ASSOCIATION  
NATIONAL EDUCATION ASSOCIATION**

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**ARTICLE I**  
**PREAMBLE**

- 1.1 This Agreement is between the Board of Trustees of the Compton Unified School District (hereinafter referred to as the District) and the Compton Education Association (hereinafter referred to as the Association), an affiliate of the California Teachers Association and the National Education Association.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7 of Division 4 of Title sections 3540-3549 of the California Government Code.

**ARTICLE 2**  
**RECOGNITION**

2.1 Unit A: The Board of Trustees confirms its recognition of the Association as the exclusive representative, pursuant to the Rodda Act, for that unit of employees recognized by the Board defined in Appendix F.

2.1.1 Positions excluded from the bargaining unit shall include, but are not limited to those listed in Appendix F.

2.1.2 Any position classifications not described in Appendix F which are created after the date of the execution of this Agreement shall not be included in the unit identified in Appendix F except by mutual agreement of the parties hereto, provided however, that where the parties cannot mutually agree, either party may petition the Public Employment Relations Board for review and final decision.

2.1.3 Unit members as used in this Agreement shall mean those employees represented by the Association as defined in Appendix F.

2.2 Unit B: The Board of Trustees confirms its recognition of the Association as the exclusive representative, pursuant to the Rodda Act, for that unit of employees recognized by the Board defined in Appendix G.

2.2.1 Positions excluded from the bargaining unit shall include, but are not limited to those listed in Appendix G.

2.2.2 Any position classifications not described in Appendix G which are created after the date of the execution of this Agreement shall not be included in the unit identified in Appendix G except by mutual agreement of the parties hereto, provided however, that where the parties cannot mutually agree, either party may petition the Public Employment Relations Board for review and final decision.

2.2.3 Unit members as used in this Agreement shall mean those employees represented by the Association as defined in Appendix G.

2.3 Unit C: The Board of Trustees confirms its recognition of the Association as the exclusive

representative, pursuant to the Rodda Act, for that unit of employees recognized by the Board defined in Appendix H.

2.4 The Articles of this Agreement apply to Unit A, with the exception that Article 19, Adult School Teachers, applies to Unit B and Article 29, ROP Teachers, applies to Unit C.

## **ARTICLE 3**

### **DEFINITIONS**

- 3.1 "Unit Members" refers to any employee who is included in the appropriate unit as defined in Appendices F, G, and H, and therefore, covered by the terms and provisions of this Agreement.
- 3.2 "Day" means day in which employees are normally required to provide service to the District.
- 3.3 "Immediate Family" means mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, grandfather, grandmother, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or granddaughter, or grandson of the unit member, or foster child, foster parent, or legal guardian of the unit-member, or any relative living in the immediate household of the unit member.
- 3.4 "Daily Rate of Pay" means the unit member's annual salary divided by the number of duty days required by the Agreement.
- 3.5 "Hourly Rate of Pay" means the daily rate of pay divided by seven (7), the number of daily duty hours.



**ARTICLE 4**  
**DISTRICT RIGHTS**

- 4.1 It is not the intention of the parties, in setting forth the following District rights, to detract or diminish in any way the rights of the Association or of unit members as set forth elsewhere in this Agreement. It is the parties' intention that the provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights and then only to the extent the contractual limitations are in conformance with the law.
- 4.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. The District retains its right to amend, modify or rescind policies and practices referred to in this agreement in cases of emergency. Emergency as used herein, shall be defined as those conditions arising from an act of war, natural disaster, act of God, insurrection, revolution, flood, earthquake, riot, energy shortage, fire, plague, epidemic, quarantine, or other emergency beyond the control of the District which substantially interrupts or threatens to interrupt the District's normal operations.
- 4.3 The District and the Association agree to the formation of a joint committee to make recommendations regarding the implementation of special education programs in the District.
- 4.4 The District and the Association agree to the formation of a joint committee to make recommendations regarding the implementation of bilingual education programs in the District.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

- 5.1 All Association business, discussions, and activities will be conducted by unit members or Association Officials outside of established work hours as defined in Article 7 herein, Teaching Hours/Adjunct Duties.
- 5.2 Association representatives at individual schools may conduct Association business at their respective sites outside of established hours when:
- 5.2.1 The representative has obtained advance permission from the site administrator regarding the time, place and type of activity to be conducted;
  - 5.2.2 The site administrator has verified that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of unit members to refrain from listening or speaking with an Association representative.
- 5.3 The Association may conduct Association business on District property outside of established hours when the Association has obtained in advance a "Use of Facilities" permit from the District.
- 5.4 The Association shall continue to make use of designated bulletin boards at each school site for posting notices and other matters of Association concern. All postings must contain the date of posting and an authorization for posting by an authorized Association representative, except for printed materials clearly identified as having been prepared by CTA or NEA.
- The Association shall have the right to distribute through the various site mailboxes material dealing with the proper legitimate business of the Association. The Association agrees not to post or distribute information which is defamatory of District personnel.
- 5.5 Representatives of the Association, of the CTA, and of the NEA shall have the right to enter the schools to meet with unit members outside of established work hours to carry out appropriate Association business so long as the presence of the representatives will not interfere with the right of unit members to refrain from listening or speaking with an Association, CTA or NEA representative.

## 5.6 Access Rights And Contact Information

### 5.6.1 Definitions

5.6.1.1 Definition of "Contact Information": For purposes of this Section only, "contact information" shall be defined to include: name, job title, department, grade level/assignment, date of hire, employment status, work location, work telephone number, home telephone number (if applicable and/or available to the District), and personal cellular telephone number (if applicable and/or available to the District), personal email address (if applicable and/or available to the District), and home address (if applicable and/or available to the District).

5.6.1.2 Definition of a "Newly Hired Employee": For purposes of this Agreement, "newly hired employee," "new hire," or "new employee" means any employee, whether full-time or part-time, hired by the District into a CEA represented position, and who is still employed as of the date of the new employee orientation set forth in Article 5.6.3, below.

### 5.6.2 Employee Information

5.6.2.1 Provide CEA With New Hire Contact Information: On the 10th (or the first District business day after the 10th, if the 10th falls on a weekend or a holiday) of each month, the District shall provide to a CEA representative, designed in writing by CEA, with the contact information, as defined in Article 5.6.1.1 of any new hires hired in the previous calendar month. The contact information shall be provided electronically, in excel spreadsheet format or another mutually agreeable format.

5.6.2.2 Provide CEA With Periodic Update of Unit Member Contact Information: The District shall provide to a designated CEA representative a spreadsheet with bargaining unit member's contact information, as defined in Article 5.6.1.1, on the last working day of August, January, and June. The information shall

be provided to CEA electronically in excel spreadsheet or another mutually agreeable format.

5.6.2.3 The District will exclude, if applicable, the home telephone number, home address, personal email, and personal cellular phone number from the above contact information for any employee who provides a written request to the District that such information not be provided to CEA.

### 5.6.3 New Employee Orientation

5.6.3.1 The District shall provide CEA: (a) for new employee orientations taking place at the beginning of each school year, twenty-one calendar days notice of the new employee orientation at which it will have access; and (b) for other new employee group orientations taking place during the school year, not less than 10 calendar days written notice of the designated new employee group orientation at which it will have access. The District may provide shorter notice where there is an urgent need critical to the District's operation that was not reasonably foreseeable. The District's notice will include the location of the orientation – whether a physical location or via online access for all employees scheduled to attend the new employee orientation – and the time set aside for CEA's access. CEA may also utilize means other than an in person presenter, e.g. a video presentation or slide show, for its portion of the new employee orientation. The District agrees to provide at least two (2) orientations per school year.

5.6.3.2 At the designated new employee orientation, CEA will be provided with no more than 30 minutes access to meet – consistent with Article 5.6.3.2.1 – with the new employee(s). The District will notify CEA of when its 30 minute access period will take place during the orientation. In addition, for physical location orientations, the CEA representative designated to provide the orientation will be provided up to 30 minutes of travel time, if necessary, for a

total of no more than 1 hour of paid release time. CEA will provide written notice of the CEA employee designated to provide the orientation.

5.6.3.3 Should bargaining unit employees attend the new employee orientation during the contractual work day set forth in Article 7.1, they shall be on paid time. If a bargaining unit employee attends the new employee orientation outside of the contractual work day set forth in Article 7.1, the bargaining unit employee will be paid at the extra duty rate set forth in Appendix A2. The number of hours the District will pay is based upon the actual length of the new employee orientation, e.g. if the new employee orientation is 1 hour in length, then an employee would receive pay for 1 hour.

5.6.3.4 Should CEA fail to attend the designated access period after receiving notice of the designated group orientation for new bargaining unit employees, no additional orientation access periods will be provided by the District for the employee(s). The preceding sentence does not impact CEA's access rights to meet with new bargaining unit employees subject to the requirements/limitations set out in Article 5.

#### 5.6.4 Grievances

Any alleged violations, misinterpretations or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 6 (Grievance Procedures) of the collective bargaining agreement, except that only CEA – through the CTA representative or CEA president – and not individual bargaining unit employees may file a grievance under this Agreement.

5.7 The District shall provide upon request, to a designated Association representative at each site, one copy of the Agenda for meetings of the Board of Trustees, except addenda and materials regarding closed sessions.

5.8 This Agreement shall not be construed to prohibit the Association from representing its unit members in their employment relations with the District, in accordance with section 3543.1 of

the Government Code. Released time will not be granted for representation in any such matter not subject to the Grievance Procedure herein.

5.9 The District agrees to provide thirty (30) unit member days of release time per school year to Association representatives for the purpose of conducting Association business in furtherance of the objectives in section 3540 of the Government Code. The availability of the released time shall be subject to the following conditions:

5.9.1 Within a reasonable amount of time prior to the desired date of released time, the Association must submit a written request for released time to the District, identifying the names(s), title(s), and work site(s) of the Association representatives(s) for whom released time is being requested.

5.9.2 The District retains the right to deny use of released time at the requested time if the unit member's absence from duty at that time would impair the efficiency of the District's operations.

5.10 All Association requests for documents and other information from the District shall be submitted to the appropriate department in writing and a copy to the Assistant Superintendent of Human Resources or his/her designee.

## ARTICLE 6

### GRIEVANCE PROCEDURE

- 6.1 **Definitions:** A "grievance" is a claim by a unit member that he/she has been adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of the Agreement.
- 6.1.1 An "aggrieved person" or "grievant" is the person or persons making the claim. The Association may be the grievant.
- 6.1.2 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 6.1.3 "File" or "filed" means that the grievance or request for arbitration must be personally delivered to the appropriate person set forth in the applicable level of the grievance procedure within the time limits set forth in this Article, or must be transmitted to the appropriate person by certified mail within the time limits set forth in this Article. The date of filing when the grievance is filed by certified mail shall be deemed to be the date of mailing.
- 6.1.4 "Respond in writing" means that the District's response to the grievance must be personally transmitted to the grievant or grievant's representative within the time limits set forth in this Article, or the response must be transmitted by certified mail within the time limits set forth in this Article to the grievant at the grievant's address of record on file with the Human Resources Department, or to the grievant's representative. The date of response for a response transmitted by certified mail shall be deemed to be the date of mailing.
- 6.2 **Purpose:** The purpose of this procedure is to resolve at the lowest possible administrative level problems which may arise from time to time regarding the terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.2.1 Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Time limits shall consist of days during which the central office is open for business, except that when a grievance is filed subsequent to May 1st and prior to the end of the school year; the time limits shall be regarded as calendar days. Any time limits affected by the winter or spring breaks shall be extended by five (5) days. All time limits may be extended by expressed mutual agreement of the parties, but only if the extension agreement is in writing. Failure of the District to respond to a grievance within the time limits set forth in Sections 6.4, 6.5, and 6.6, below, or any written extension, shall entitle the grievant to proceed to the next level of the grievance procedure, except that (a) failure of the District to timely respond shall not waive the District's defense that the grievance was untimely filed at any level of the grievance process and (b) failure of the District to timely respond at Level Three shall not waive the District's defense that the grievance is not arbitral or any of the District's substantive defenses.

6.2.2 Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the resolution is not inconsistent with the terms of this Agreement and that the District shall not agree to resolution of the 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.

6.3 **Procedure - Informal Level:** Within fifteen (15) days of the act or omission giving rise to the grievance or within fifteen (15) days of the date the grievant should have reasonably known of the act or omission, the grievant must discuss the grievance with his/her immediate supervisor. The immediate supervisor shall respond to the grievance orally or in writing within five (5) days of the discussion. If the grievant elects to be represented by the Association at the Informal Level of the



grievance procedure, the supervisor may request the grievant to proceed directly to the Formal Level One of the grievance procedure.

6.4 **Formal Level One:** If the grievant is not satisfied with the disposition of the grievance at the Informal Level the grievant may file the grievance in writing with the immediate supervisor within ten (10) days after meeting with the immediate supervisor. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at the Informal Level and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall not proceed to arbitration, except in accordance with Section 6.8 below, and shall be deemed withdrawn.

6.4.1 The immediate supervisor may request a personal conference with the grievant at this level. The immediate supervisor shall respond in writing within twelve (12) days after receipt of the Formal Level One Grievance.

6.5 **Formal Level Two:** If the grievant is not satisfied with the disposition of the grievance at Formal Level One, or if no response has been rendered by the immediate supervisor within the time limits specified for the response at Formal Level One, the grievant has until the earlier of (a) ten (10) days following the last day on which the response at Formal Level One is due, or (b) ten (10) days following the date of the response at Formal Level One, to file the grievance in writing with the appropriate Cabinet level Administrator. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at Formal Level One and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, it shall not be entitled to processing at any time, shall not proceed to arbitration, except in accordance with Section 6.8 below, and shall be deemed withdrawn. The Cabinet Level Administrator shall respond in writing within twelve (12) days after receipt of the Formal Level Two Grievance.

6.6 **Formal Level Three:** If the grievant is not satisfied with the disposition of the grievance at Formal Level Two, or if no response has been rendered by the Cabinet Level Administrator within

the time limits specified for the response at Formal Level Two, the grievant has until the earlier of (a) ten (10) days following the last day on which the response at Formal Level Two is due, or (b) ten (10) days following the date of the response at Formal Level Two to file the grievance in writing with the Superintendent/Designee. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at Formal Level Two and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, it shall not be entitled to processing at any time, shall not proceed to arbitration, except in accordance with Section 6.8 below, and shall be deemed withdrawn. The Superintendent/Designee may request a personal conference with the grievant at this level. The Superintendent/Designee shall respond in writing within twelve (12) days after receipt of the Formal Level Three Grievance.

6.7 **Formal Level Four:** If the grievant is not satisfied with the disposition of the grievance at Formal Level Three, or if no response has been rendered by the Superintendent/Designee within the time limits specified for the response at Formal Level Three above, the grievant may request in writing that the Association submit the grievance to arbitration. The Association has until the earlier of: (a) ten (10) days following the last day on which the response at Formal Level Three is due; or (b) ten (10) days following the date of the response at Formal Level Three to request in writing that the grievance be submitted to arbitration by filing the request with the Superintendent/Designee. The decision to submit the grievance to arbitration lies with the Association and not with the individual grievant.

6.7.1 The parties shall select a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within five (5) days of the Association's submission of the grievance to arbitration, the California State Conciliation Service shall be requested to submit a list of five (5) names of persons experienced in arbitration of grievances in educational institutions. Within five (5) days after receipt of the list of names, each party shall alternately strike names until only one (1) name remains. The order of striking shall be determined by the flip of a coin. The arbitrator shall proceed under

the Voluntary Arbitration Rules of the American Arbitration Association. The Association and the District may mutually agree to utilize expedited procedures.

6.7.2 The arbitrator shall receive evidence and arguments promptly after his/her selection by the parties and, within thirty (30) calendar days from the close of the record, shall render a final and binding award on the issue(s) submitted to him/her.

6.7.3 If the parties cannot agree upon a statement of the issue(s), the arbitrator shall determine the issue(s) by referring to the grievance and the answers thereto at each level or by referring to each party's separate statement of the issue(s).

6.7.4 The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. After the arbitrator has afforded an opportunity for hearing, the arbitrator shall render a written decision setting forth findings of fact, reasoning and conclusions on the issue(s) submitted and the award. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to make any award contrary to law.

6.7.5 Nothing herein shall be construed to prohibit either party from seeking judicial review of a final and binding award which the party believes is violative of the terms of this Agreement or violative of law.

6.8 **Miscellaneous:** When an issue of arbitrability arises, the parties may immediately submit the issue to arbitration. Arbitrability issues shall be resolved before the arbitrator receives evidence or arguments on the merits of the grievance.

6.8.1 All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

6.8.2 No reprisals shall be taken by or against any participants in the grievance procedure

because of such participation.

- 6.8.3 A unit member may be represented at all formal levels of the grievance procedure by himself/herself, or at his/her option, by the Association or its representative. If the unit member is not represented by the Association, the Association will be given the opportunity to file a response regarding the proposed resolution of any grievance.
- 6.8.4 No grievance shall be processed unless it is presented at the Informal Level within the time limits specified in Section 6.3 above.
- 6.8.5 Decisions rendered at the formal levels of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest. Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the grievant.
- 6.8.6 When two (2) or more unit members have a grievance based upon the same or essentially the same issues and circumstances, the grievances shall be processed as a single grievance and may be presented at Formal Level Two within the limits specified for filing a grievance at the Informal Level. Such grievance shall be processed by a single representative.
- 6.8.7 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 6.8.8 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and the Association so as to facilitate operation of the grievance procedure. The costs of printing such forms shall be borne by the District.

## ARTICLE 7

### TEACHING HOURS/ADJUNCT DUTIES

- 7.1 The length of the unit member's work day shall be no more than seven (7) hours (excluding Psychologists, Clinical Psychologists, and Clinical Social Workers who work 8 hour days), including lunch, except when assigned adjunct duties as defined below.
- 7.2 Adjunct duties – which are duties that the District assigns and are completed outside of the bargaining unit employee's 7-hour workday – for all bargaining unit employees, excluding Psychologists, Clinical Psychologists, and Clinical Social Workers shall be defined as:
- 7.2.1 program development;
  - 7.2.2 parent conferences;
  - 7.2.3 committee assignments including school site councils, faculty, departmental, grade level and District meetings;
  - 7.2.4 student supervision or supervision of student activities such as dances, athletic events, and carnivals;
  - 7.2.5 professional growth activities including staff development or inservice other than compensatory educational staff development or inservice; and
  - 7.2.6 Back-to-School Night and Open House (The sole exception to a bargaining unit employee attending Back to School Night and/or Open House is in the event of an unforeseen extenuating circumstance in which case the bargaining unit employee needs to provide notice to their principal or applicable supervisor as soon as possible.)
- 7.3 The adjunct duties of unit members assigned to elementary schools shall be limited to thirty-five (35) hours per year except if the District assigns a unit member to complete adjunct duties beyond thirty-five (35) hours per year, in which case the District shall compensate the unit member for such hours in excess of 35 at the "Other Extra Duty Assignment" rate found in Appendix A2. The hours shall be used in fifteen (15) minute increments.
- 7.4 The adjunct duties of unit members assigned to middle school and high schools shall be limited to forty (40) hours per year except if the District assigns a unit member to complete adjunct duties

beyond forty (40) hours per year, in which case the District shall compensate the unit member for such hours in excess of 40 at the “Other Extra Duty Assignment” rate found in Appendix A2. The hours shall be used in fifteen (15) minute increments.

7.5 With respect to the, as applicable, 35 or 40 hours of adjunct duties set out in Article 7.3 and 7.4, the District may require bargaining unit employees to perform the adjunct duties set out in Article 7.2.

7.6 Assignment of Additional Adjunct Duties

7.6.1 With respect to adjunct duties set out in Article 7.2.1 and 7.2.5, to the extent that a bargaining unit employee has completed their, as applicable, 35 or 40 hours of adjunct hours for a school year, and the District has a need for bargaining unit employees to complete adjunct duties, the District will first request that qualified bargaining unit employees accept an adjunct duty assignment. If no bargaining unit employee accepts the assignment, then the District may require the least senior qualified bargaining unit employee(s) to perform the adjunct duty assignment. The assignment of the least senior qualified employee will be done on a rotating basis, e.g. the first time the language is utilized, the least senior qualified employee will be given the assignment and the second time, the second least senior qualified employee will be given the assignment, etc. Bargaining unit employees who work beyond the 35 or 40 hours of adjunct hours for a school year shall be paid at the “Other Extra Duty Assignment” rate found in Appendix A2.

7.6.2 With respect to adjunct duties set out in Article 7.2.3 and 7.2.4, to the extent that a bargaining unit employee has completed their, as applicable, 35 or 40 hours of adjunct hours for a school year, and the District has a need for bargaining unit employees to complete adjunct duties, the District will first request that qualified bargaining unit employees at the site where the adjunct duty work is located, accept an adjunct duty assignment. If no bargaining unit employee accepts the assignment, then the District may require the least senior qualified bargaining unit employee(s) at the applicable site

to perform the adjunct duty assignment. The assignment of the least senior qualified employee will be done on a rotating basis, e.g. the first time the language is utilized, the least senior qualified employee will be given the assignment and the second time, the second least senior qualified employee will be given the assignment, etc. Bargaining unit employees who work beyond the 35 or 40 hours of adjunct hours for a school year shall be paid at the "Other Extra Duty Assignment" rate found in Appendix A2.

- 7.7 The length of a unit member's day when assigned adjunct duties in the areas of faculty, departmental, grade level meetings, professional growth activities including staff development or inservice (other than compensatory educational staff development or inservice) program development, and parent conferences shall be limited to eight (8) hours. The site administrator shall provide at least forty-eight (48) hours' notice of a faculty meeting.
- 7.8 The length of a unit member's day when assigned adjunct duties including voluntary committee assignments, site councils, and ELAC shall not be limited to eight (8) hours.
- 7.9 Unit members assigned to elementary schools shall report to work thirty (30) minutes prior to the beginning of the student instructional day. The site administrator may, after consultation with the unit members at those locations, adjust the time that unit members shall report to work on days that faculty, department, grade or District meetings are to be held or on days that in-service or staff development is to be held, provided the requirements of Sections 7.1 through 7.7 above are adhered to.
- 7.10 Unit members assigned to middle and high schools shall report to work fifteen (15) minutes prior to the beginning of the student instructional day.
- 7.11 Unit members may voluntarily perform duties beyond the seven (7) hour day, but this time shall not count as assigned adjunct duty time. Administrators shall not request volunteers for adjunct duties as defined in Section 7.2.
- 7.12 Each unit member shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes.
- 7.13 Middle and high school unit members shall be provided a preparation period of not fewer than

two hundred (200) minutes per week. A preparation period is an assigned period set aside for all regular classroom middle and high school unit members to be used for instructional preparation and planning purposes, grade recording and correction, student evaluation, curriculum development, staff development, unit member/student conferences, unit member/parent conferences, unit member/administrator conferences, for covering another unit member's classes in a manner prescribed below and for whatever administrative assignments are necessary for the efficient operation of the educational program. Administrative assignments shall be limited, except in cases of student safety related emergencies, to less than one-half (1/2) of the unit member's preparation period.

7.13.1 Utilization of the Preparation Period as a Teaching Period. The unit member at the middle or high school level may enter into an agreement with the District which would increase their teaching load by adding a class to teach during their assigned preparation period at their site. Compensation for this agreement shall be paid at the per diem rate of the teacher (the per diem hourly rate is based on the present salary of the individual, see Salary Schedule, Appendix A) following the close of each quarter. The unit member may contract to teach for a minimum of one (1) semester (or part of a semester depending upon the need of the District) but no more than one (1) year, subject to renewal on a semester to semester basis. Acceptance of this assignment by the unit member shall waive the right of the unit member to the two hundred (200) minutes of preparation time per week in Section 7.10 of this Agreement.

7.13.2 Compensation for teaching during the preparation period shall be paid at the per diem hourly rate. The teacher will be compensated for each day taught. Compensation for leaves (as per Article 12, Section 12) does not apply in the case of absences for teaching during the preparation period as an extra period assignment teacher.

7.13.3 When an extra period assignment becomes available, the District shall post a vacancy announcement at the site of the assignment. Such vacancy announcements shall



include: (1) Brief job description, (2) Statement of the duties and responsibilities, (3) Minimum qualifications, (4) Application requirements, (5) Screening procedure, (6) Period of employment, and (7) Salary.

7.12.3.1 Application: The following documents must be submitted to Human Resources Department:

- a. An application form for the position.
- b. A supplementary information sheet.

Applications will be accepted through the closing date. No application will be processed unless all required documents are submitted prior to the closing date and the applicant meets the eligibility requirements for the assignment.

#### 7.13.4 Screening Procedure

1. Phase I - Paper screening by the Human Resources Department (credential/teaching eligibility).
2. Phase II - Oral interview by the site administrator or the site screening panel.

Each site Screening Panel shall include:

- a. Building Principal or designee
- b. Assistant Principal or other administrator
- c. Two (2) teachers from the department, neither of whom is/was an applicant for the position. Prior to the final selection, the following criteria shall be considered when filling the position:

- (a) Credential authorization;
- (b) Major or minor field of study;
- (c) Educational goals of the District;
- (d) Most recent overall evaluation (satisfactory or better);
- (e) All assignments shall be made on the basis of the

best possible educational program for the students;

(f) Impact on the teaching schedule of other unit members; and,

(g) Priority consideration.

7.13.5 Final notification that the unit member has received the position shall be by a Personnel Action Form from the Human Resources Department. This notification shall include the length of the assignment (beginning and ending dates) and the hourly rate of compensation.

7.14 No unit member shall be compelled to attend school sponsored night meetings past 9:30 p.m. This provision shall not be construed to cover unit members assigned to perform paid extra duty assignments.

7.15 When sufficient funds are available from student body funds, middle and high school unit members who supervise evening (6:00 p.m. or later) or Saturday athletic events will be paid from approved student body fund budgets. Any such paid time shall not count against assigned adjunct duty time as described in 7.4 above.

7.16 Upon request, the monthly financial status report will be made available to the site representative for review.

7.17 Unit members assigned to schools which receive compensatory education funds which require staff development programs as a condition of obtaining the funds shall participate in the staff development programs under the following conditions:

7.17.1 Time spent beyond the seven (7) hour day during the school week shall be paid in accordance with State/Federal guidelines for use of compensatory education funds.

7.17.2 Any meetings held on days beyond the negotiated work year shall be on a paid basis, in accordance with the guidelines and policies governing compensatory education funds.

7.17.3 The needs assessment, which is developed as part of compensatory education programs, shall be utilized to determine the time and amount of staff development.

- 7.18 The District shall make a reasonable effort to obtain a substitute for unit members when they are absent. When a substitute cannot be obtained, then the following procedure shall apply:
- 7.18.1 Middle and high school unit members shall be assigned to cover the absent unit member's class during his/her preparation period on an equitable basis.
  - 7.18.2 Middle and high school unit members who cover another unit member's class shall be paid one-fifth (1/5) of the daily rate of a substitute.
  - 7.18.3 Five (5) elementary unit members shall be assigned approximately one-fifth (1/5) of the students of the absent unit member, and shall receive one-fifth (1/5) of the daily rate of a substitute.
- 7.19 The site administrator shall provide each unit member with a rainy day schedule at the beginning of the school year.
- 7.20 Upon request, the site administrator will make available to the site representative and the Association the master schedule or the class assignment sheet.
- 7.21 Traveling Unit Members
- 7.21.1 Traveling unit members shall be defined as the following:
    - 7.21.1.1 Elementary Counselors
    - 7.21.1.2 Nurses
    - 7.21.1.3 Individual Instructors
    - 7.21.1.4 Child Welfare and Attendance Counselors
    - 7.21.1.5 Clinical Psychologists,
    - 7.21.1.6 Psychologists
    - 7.21.1.7 Clinical Social Workers
  - 7.21.2 Traveling unit members shall not be required to provide services to more than two (2) sites in one (1) working day. Exception:
    - 7.21.2.1 To meet a medical emergency, nurses may be required to provide services at more than two (2) sites in one (1) working day.
    - 7.21.2.2 to meet legal requirements, provide crisis counseling, PMRT team

involvement situations, and/or emergency situations, Clinical Psychologists, Psychologists, and Clinical Social Workers may be required to provide services at more than two (2) school sites in one (1) working day (the site limitation does not apply to situations where a bargaining unit employee may also be required to visit/work at an administrative office/site on the same day resulting in, for instance, the bargaining unit employee being at 3 sites, inclusive of school and administrative sites).

7.22 Work Year: The assigned work year for Unit A members (excluding counselors, Clinical Psychologists, Psychologists, and Clinical Social Workers (see Article 30); secondary grade level and college advisors, and Children's Center Teachers) shall be from the first day of the fall semester to the last day of the Spring Semester, inclusive. The school year encompasses eleven (11) pay periods of 184 work days, which consists of 183 instructional days and one (1) planning/preparation day for all credentialed teachers on Salary Schedule A and non-credentialed teachers on Salary Schedule H. It is further agreed that the last day of each quarter shall be a minimum day for students.

7.22.1 The standard work year for secondary counselors (grades 6-12) shall consist of the same workdays established for other Unit A members, plus six (6) additional workdays for a total of 190 days. The additional days shall be scheduled by mutual consent of the site administrator and the individual counselor before the beginning and at the end of the school year. Additional days at the beginning or end of each semester may be added and paid at the per diem rate.

7.22.2 The District will, on dates determined through the development of the work year calendar, provide two (2) voluntary staff/professional development days to bargaining unit employees for the 2022-2023 school year and agrees to revisit on an annual basis providing such staff/professional development days in future school years. The staff/professional development days will take place prior to the beginning of the instructional year, when practicable. It is the parties' intention that the

staff/professional days will involve District driven, Site driven, and Teacher driven time, when practicable. The staff/professional development days shall be conducted pursuant to the requirements of Title II. The District will compensate unit members who attend the voluntary staff/professional development day at the bargaining unit employee's per diem rate. If a bargaining unit employee does not attend the staff/professional day, they will not be compensated.

7.23 Upon request, the District agrees to inform CEA of its hiring and assignment decisions in general, or at a particular school site.

## **ARTICLE 8**

### **TRANSFERS**

#### **8.1 Definitions:**

8.1.1 A transfer is defined as the relocation of a unit member between schools or other administrative departments. Transfers fall into two categories:

8.1.1.1 Involuntary transfers that are initiated by the District.

8.1.1.2 Transfers that are initiated at the request of the unit member on a voluntary basis.

8.1.1.3 The District shall have the authority to transfer a unit member from one school or administrative site to another school or administrative site, subject to the procedures set forth in this Article.

8.1.2 Reassignment: A reassignment is a change to a unit member's assignment, e.g. a change in grade level, subject area, etc. and which may also involve a change in worksite or administrative department. A reassignment may take place for classroom teaching positions and non-classroom teaching positions; however, reassignments for clinical social workers, clinical psychologists and psychologists are governed by Article 30.

8.1.3 A "vacancy" is a position which the District determines is to be filled at a site or administrative division by a person who is not currently assigned to that site or administrative division.

#### **8.2 Posting:**

8.2.1 By April 1st the District shall notify all unit members through an electronic platform of all known unit position vacancies available for the next school year. The notices shall state a deadline for application, which shall not be less than ten (10) working days after posting. The District shall provide notice of the vacancies to the Association. In cases where unit position vacancies become available after April 1st, the District may fill such positions – without posting – with a substitute (long-term or day-to-

day) or temporary employee until the vacancy is filled and/or via a reassignment/transfer.

8.2.2 In cases where the vacancy occurs after the school year has commenced, the District may fill the position temporarily with a substitute (long-term or day-to-day) or temporary employee until the vacancy is filled and/or via a reassignment/transfer.

8.2.3 Nothing in this Article precludes the District from simultaneously providing notice of a vacancy or vacancies to CEA unit members and posting the vacancy externally.

8.3 Involuntary Transfers: Where appropriate to the circumstances, all unit members being involuntarily transferred shall have equal opportunity for interviews for existing vacancies. In the event that a specially funded program is discontinued, affected unit members shall be provided a list of current vacancies if there is more than one vacancy the unit member is qualified/certificated to fill.

8.3.1 Involuntary transferees will have first opportunity over unit member initiated transferees to interview for available vacancies. When a choice of positions is available, unit members may indicate an order of preference for appropriate consideration.

8.3.2 An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to affecting the proposed transfer and be advised in writing of the reasons for recommending such transfer. The unit member may file a written response to the reasons given. This response will be placed in the unit member's personnel file if so requested by the unit member. If the bargaining unit employee has additional questions after being provided with the written reasons provided by the administrator recommending the transfer, the bargaining unit employee may request a conference with the Director of Human Resources.

8.3.3 The following criteria shall be considered when involuntary transfers are made:

8.3.3.1 Credential authorization;

8.3.3.2 Major or minor field of study;

- 8.3.3.3 The educational goals of the District;
- 8.3.3.4 Quality of performance based on formal written evaluation in the official personnel record; and
- 8.3.3.5 Variety of professional experience and assignments.

8.3.4 The following order of priorities shall be applicable to all transfers:

- 8.3.4.1 All transfers shall be made on the basis of the best possible educational program for students consistent with adopted District policy.
- 8.3.4.2 Consideration will be given to the personal feelings of the unit member affected by the transfer.
- 8.3.4.3 Other factors being equal, inverse seniority with the District shall determine who is to be transferred.

8.3.5 Where an involuntary transfer is being made to provide the unit member an opportunity to improve upon his/her performance, the provisions of Section 8.3 of this agreement shall not apply. Such transfer shall be limited to once every three (3) years.

8.3.6 In the event there is a circumstance, which in the sole discretion of the District, necessitates a unit member being transferred/reassigned, the District may initiate an involuntary transfer/reassignment. Such transfers/reassignments shall not be governed by Article 8.3, except that the District will provide written notice of the transfer/reassignment to the unit member.

8.3.7 Involuntary transfers shall not be done for arbitrary and/or capricious reasons.

8.4 Voluntary Transfer - Unit Member Initiated: Unit members may request a transfer by submitting an application for transfer to the Human Resources by March 31<sup>st</sup> of the school or program year.

8.4.1 The filing of a Request for Transfer shall be without prejudice to the unit member and shall not jeopardize their present assignment. The Request for Transfer may be withdrawn at any time prior to official confirmation that the transfer has been effected. A transfer has been effected at the time the receiving site administrator, the applicant, and the Human Resources Department concur to the transfer.



8.4.2 Consideration shall be given to all applications for transfer which are properly submitted.

8.5.3 All requests for voluntary transfers shall be considered by the site administrator on the basis of the criteria specified in Section 8.3.3 above.

8.5 Assistance in Assignment Change: Where there is a change in assignments, whether by transfer or by movement within a school, District administrators may authorize a reasonable period of non-teaching preparation time of up to two (2) days when it appears that the transition will necessitate substantial reorganization or preparation. The District will provide reasonable assistance in moving teaching materials to the unit member's new location.

8.6 Assignment Changes: Unit members shall be notified of their tentative assignments for the coming year prior to the last workday in May of the current work year. A unit member shall be notified by District email of any change in the tentative assignment by the originator of the change. Prior to making any final decision regarding the change in a unit member's current assignment and/or schedule within a school or administrative division to another assignment within the same school or administrative division, the unit member's immediate supervisor or their designee shall attempt in good faith to discuss the proposed change with the unit member. The administration shall consider any alternative way of handling the situation if the unit member objects to the proposed change in assignment.

8.7 Nothing contained in this Article shall in any way limit the District's discretion to fill a vacancy with an employee from outside the District.

## ARTICLE 9

### EVALUATION PROCEDURES

- 9.1 Purpose: The purpose of these procedures is to evaluate the performance of unit members, and to improve the quality of educational services provided by unit members.
- 9.2 Frequency of Evaluation: Probationary and temporary personnel shall, be evaluated once each semester. Non-teaching personnel and permanent teachers shall be evaluated once every two (2) years.
- 9.3 Evaluator: The evaluator shall be the unit member's immediate supervisor and/or other management or supervisory employee who is so designated by the District. A unit member shall be notified who is to be his/her evaluator by October 15th of each year.
- 9.4 Evaluator shall, by October 15th, conduct one (1) or more staff meetings to review the standards, techniques for assessment, and the evaluation calendar of the year.
- 9.5 Evaluation of unit members based on California State Teaching Standards shall begin in the 2001-2002 school year. The Association and the District will co-present the mutually agreed upon evaluation instrument and evaluation article to administrative and teaching staff during staff development days at the beginning of the 2001-2002 school year.
- 9.6 Initial Evaluation Conference: Prior to October 30th of each year, each unit member and his/her evaluator shall meet in an initial evaluation conference to review the California State Teaching Standards. The date of the evaluation conference will begin the period of observation. Follow-up conferences may be necessary to the evaluation process. Unit members shall be held accountable for their performance from the first day of the school year.
- 9.7 Non instructional employees shall be evaluated in accordance with Education Code section 44662(c). See Appendix L.
- 9.8 Procedures for Evaluation: The performance of unit members may be evaluated at any time without prior notice. Observations and visitations will be openly conducted.
- 9.8.1 Prior to the final evaluation conference, there shall be at least one (1) observation, lasting no less than thirty (30) minutes, and shall be followed by an evaluation

conference within five (5) working days, during which the evaluator and the unit member shall review those elements of the observation that may be incorporated into the written evaluation report.

9.8.2 Suggestions for Improvement (Remediation Plan). When the evaluator indicates to a unit member that improvement is required, specific suggestions must be made in writing to include:

(a) Areas where improvement is needed; (b) Specific suggestions for improvement; (c) Additional resources that will be utilized to assist with improvement, where recommended by the evaluator, (d) Evaluator's role in assisting the unit member; (e) Techniques for measurement of improvement; and, (f) Time schedule for monitoring progress.

9.8.3 No later than sixty (60) days prior to the close of the school year in which the evaluation takes place, a written copy of the evaluation shall be presented to the unit member.

9.8.4 No later than April 15th of the school year, a conference will be held between the unit member and his/her evaluator to discuss the evaluation.

9.8.5 At a final conference each standard will be checked as: (1) meets standards; (2) meets standards with growth recommended; or, (3) does not meet standards. If (2) or (3) are checked, the evaluator will include a written explanation under the section for recommendations.

9.8.6 A unit member shall have a period of five (5) days following the meeting to discuss the evaluation and to prepare and submit a written reaction or response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the unit member's personnel file.

9.8.7 Unit members shall not evaluate other unit members.

9.8.8 None of the aforementioned shall be construed to mean that the California State Teaching Standards or the evaluator's judgment regarding the level of performance of a unit member shall be subject to the grievance procedure. Those matters as well

as all other substantive matters regarding evaluation are expressly excluded from the grievance procedure.

9.9 Parent and Citizen Complaints: When the evaluator or immediate supervisor receives a parent or citizen complaint regarding the unit member which may be relevant to evaluation of the unit member, the unit member will be notified of the complaint and the unit member will be given an opportunity to discuss and to resolve the matter, if possible, with the complaining party. If deemed desirable or necessary by the immediate supervisor or the unit member, the evaluator may take part in the conference. The evaluator may utilize such complaints in the evaluation process only if he/she has reasonable cause to believe that the complaint is factual.

9.10 Handling of Material in Personnel File Relevant to Performance Evaluation: Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

9.10.1 Such material is not to include ratings, reports, or records which: (a) were obtained prior to the employment of the person involved; (b) were prepared by identifiable examination committee members; or (c) were obtained in connection with a promotional examination.

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

9.10.3 Information of a derogatory nature, except material mentioned in 9.11.1, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement his/her comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for the purpose without salary reduction.

9.10.4 A unit member may be accompanied by his/her representative at such time as he/she is given an opportunity to review the material in his/her personnel file. No release time shall be granted the representative.

9.10.5 Upon presentation of written authorization from the unit member, an Association representative may review that unit member's official personnel file without being accompanied by the unit member.

9.11 Non-School Related Activities: Evaluation of a unit member's performance shall be predicated upon lawful, non-school related personal activities which have no impact on the unit member's effectiveness as an employee.

## **ARTICLE 10**

### **SAFETY**

- 10.1 Upon discovery, unit members shall be required to report in writing to their immediate supervisor and safety committee any unsafe condition of the physical work environment that endangers their health, safety or well-being.
- 10.2 Upon notification that an unsafe or hazardous condition exists, the District shall act within a reasonable period of time to remedy such unsafe condition.
- 10.3 A unit member may suspend a student from his/her class for the day of the suspension and the day following for good cause. He/she shall report the suspension to his/her site administrator, who must hold an informal hearing with the student to discuss the reason(s) for the suspension. The unit member must complete a Suspension Form, notify the parent and arrange a parent conference. The student shall not be returned to class during the period of the suspension without the concurrence of the teacher and the site administrator or designee.
- 10.4 A written description of the rights and duties of all administrators and unit members with respect to student discipline and the right to suspend students, shall be presented to each unit member in writing within thirty (30) days of the effective date of this Agreement and the first day of each school year thereafter.
- 10.5 When, in the judgment of a unit member, a student requires the attention of the site administrator, assistant principal, counselor, psychologist, physician or other specialist, he/she shall follow the appropriate procedures established at the school to arrange a conference with the appropriate person(s).
- 10.6 A unit member may use reasonable force in the performance of duties, in accordance with section 44807 of the Education Code.
- 10.7 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their site administrator or other immediate supervisor who shall

see that the incident is reported to the police and take other appropriate action.

10.7.1 Unit members shall immediately report cases of assault suffered by them or that they witness in connection with their employment to their site administrator or other immediate supervisor, who shall see that the incident is reported to the police and take other appropriate action. Unit members are also encouraged to report any incident of an assault directly to law enforcement, including the school police, and to CEA.

10.8 If an altercation, disturbance or student discipline situation which occurred while the unit member was engaged in the reasonable performance of duties, results in a civil action against a unit member by a student or parent, such unit member may request the District to furnish legal counsel at District expense to defend the action.

10.9 No unit members, except nurses, shall be authorized to transport students in their personal automobiles. Nurses, when using their own cars on District authorized business, shall be covered by the District's insurance policy.

10.10 If the District assigns a unit member to duties which require the unit member to utilize his/her personal automobile to perform those duties, then the unit member shall be reimbursed for such use on a flat rate or a per mile basis in a manner consistent with District policy. (Note: this provision does not apply to situations like attendance at a District-called general meeting.)

10.11 Unit members, except for nurses as allowed by law, shall not perform medical procedures for a student, except in cases of emergency.

10.12 Classrooms shall have lockable doors and windows which are maintained in good working order.

10.13 A joint CUSD/Association safety committee shall be formed, comprised of six (6) members representing each party of whom two (2) shall be appointed from each educational level (elementary, middle, and secondary). The committee shall meet monthly and conduct sessions according to a formal agenda and shall make recommendations to the Superintendent/Designee. Official minutes of each meeting shall be taken with copies distributed to all participants, and also to the Superintendent/Designee and State Administrator.

- 10.14 The District shall provide unit members with Hepatitis B inoculations upon request at no cost to the member.
- 10.15 Upon request, the District shall provide protective gloves, oral breathing devices, antiseptic soap, and washing facilities to any unit member exposed to body fluids of others.



## **ARTICLE 11**

### **NON-DISCRIMINATION**

- 11.1 The District and the Association shall not unlawfully discriminate against bargaining unit members on the basis of race, color, gender, national origin, age, and religion, in violation of Title VII of the Civil Rights Act of 1964, as amended.
- 11.2 Alleged violations of this Article may not be pursued through the grievance procedure, Article 6.

## ARTICLE 12

### LEAVES

- 12.1 GENERAL PROVISIONS: A leave of absence is an authorization for a unit member to be absent from duty.
- 12.1.1 The District may request verification of the reason for an absence, if it has reasonable cause to believe that the purpose of the leave has been violated.
- 12.1.2 Upon return from absence, a unit member shall be required to complete the Individual Absentee Report (Form F-119).
- 12.1.3 A unit member on an approved leave without pay may continue enrollment in health and welfare benefit plans by paying the required premiums in a periodic manner as required by the District.
- 12.1.4 Attached to this Agreement as Appendix M is a chart that summarizes certain leaves of absences that may be available to bargaining unit employees. The purpose of providing the chart is to provide a summary of the leaves covered in the chart. The chart, however, is not comprehensive and bargaining unit employees and District administrative employees should refer to the specific provisions of Article 12. The District may periodically amend/update, as necessary, the chart and, in such cases, will provide CEA with a copy of the amended/updated chart. While attached to this Agreement, Appendix M or any updated versions of it will not be subject to the grievance procedure set out in Article 6 (Grievance Procedures).
- 12.2 SPECIFIC LEAVE CATEGORIES - PERSONAL ILLNESS AND INJURY LEAVE: Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for the purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours for a full-time unit member in a comparable position.
- 12.2.1 In cases of necessary absence, unit members shall telephone the Human Resources Department's substitute answering service and proceed as directed.

- 12.2.2 If a unit member does not utilize the full amount of leave as authorized in 12.2 above in any school year, the amount not utilized shall be accumulated from year to year.
- 12.2.3 A unit member absent five (5) consecutive workdays or more must submit immediately after the fifth (5th) day of absence to the Human Resources Department, an official request for a leave of absence utilizing the District's online or other applicable leave of absence system, , a statement of a physician certifying illness or injury, the anticipated length of absence, or a statement of fitness to return to duty.
- 12.2.4 A unit member who is absent for one-half (1/2) day or less shall have shall use their accumulated sick leave in one hour increments;; and, if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.
- 12.2.5 When reporting an absence, the unit member must identify the number of days they anticipate needing for the absence. If the unit member needs to extend their absence under this Section, the unit member must provide notice to the District as soon as the unit member becomes aware that they need to extend their absence and, at a minimum, such notice must be provided at least 2 hours before the unit member's duty day begins, unless such notice cannot be provided due to emergency/extenuating circumstances and then notice must be provided as soon as practicable. The expectation of CEA and the District is that the unit member will return to work based upon the number of days identified for that absence.
- 12.2.6 With the first paycheck of each school year, each unit member shall be notified of the amount of leave they accumulated as of June 30th of the preceding school year.
- 12.2.7 As provided by Education Code section 44977, during each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties due to illness/injury or accident, the unit member is eligible to receive differential sick leave pay for a maximum period of five (5) months. The differential sick leave pay the unit member receives during the up to 5 school month period shall be the difference between the unit member's salary and the

sum that is actually paid a substitute employee or, if no substitute employee was employed, the amount that would have been paid to the substitute had a substitute been employed. The sick leave, including accumulated sick leave, and the differential sick leave (five-month) period shall run consecutively. A unit member shall not be provided more than one five-month period per illness or injury. However, if a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year.

12.2.8 When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided herein, and the unit member is not medically able to resume the duties of their position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of twenty-four (24) months if they are on probationary status, or for a period of thirty-nine (39) months if they are on permanent status. When the unit member is medically able, during the twenty-four (24) or thirty-nine (39)-month period, the unit member shall be returned to employment in a position for which they are credentialed and qualified. The 24- month or 39-month period shall commence at the expiration of the five-month period provided herein.

12.3 Bereavement Leave: Upon a unit member's request to his/her immediate supervisor, a unit member shall be entitled to use a maximum of three (3) days of leave with pay (or five (5) days of leave with pay, if travel beyond a 300 mile radius is required) on account of the death of any member of their immediate family. Immediate family, as used for purposes of this section, shall be defined as mother; father, mother-in-law, father-in-law, spouse, registered domestic partner, son, daughter, grandfather, grandmother, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, granddaughter, grandson, stepson, stepdaughter, stepfather or stepmother of the unit member, or foster child, foster parent, or legal guardian of the unit member, or any relative living in the immediate household of the unit member.

12.3.1 Upon a unit member's request to their immediate supervisor, a unit member shall be entitled to one (1) day of leave with pay on account of the death of a niece, nephew, aunt or uncle of the unit member.

12.3.2 The District may grant additional bereavement leave where travel is required or where other extenuating circumstances are involved.

12.4 Personal Necessity Leave:

12.4.1 A unit member may utilize not more than eight (8) days of his/her accumulated sick leave for the following personal emergencies:

12.4.1.1 Death of a member of the unit member's immediate family when the number of days exceeds that allowed for bereavement leave. Immediate family is defined in the Bereavement Leave section of this Article.

12.4.1.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family as defined above of such an emergency nature as to require the absence of the unit member during his/her working day.

12.4.1.3 Appearance in court as a litigant. The unit member shall file evidence of the court appearance with the Human Resources Department through the school site administrator/supervisor.

12.4.1.4 Acute illness of a member of their immediate family requiring professional treatment or hospitalization and of such a serious nature as to require the absence of the unit member during their working day. The District may require the statement of a physician certifying that the family member has a serious acute illness/injury that requires/required hospitalization or professional treatment – while not disclosing the underlying diagnosis.

12.4.1.5 Imminent danger to the home of the unit member occasioned by a factor such as flood or fire, serious in nature and which requires the absence of the unit member during his/her working day.

12.4.2 If the need to be absent is known in advance, the unit member must obtain prior approval from the District and must submit the request utilizing the District's online or other applicable leave of absence system as well as to the site administrator. When the need to be absent is not known in advance, the unit member must notify the District of the absence by utilizing the District's online or other applicable leave of absence system as well as to the site administrator. at least 2 hours before the unit member's duty day begins, unless such notice cannot be provided due to emergency/extenuating circumstances and then notice must be provided as soon as practicable.

12.4.3 When reporting an absence, the unit member must identify the initial number of days they are requesting to use personal necessity time for. If the unit member needs to extend their absence under this Section, the unit member must provide notice to the District as soon as the unit member becomes aware that they need to extend their absence and, at a minimum, such notice is needs to be provided at least 2 hours before the unit member's duty day begins, unless such notice cannot be provided due to emergency/extenuating circumstances and then notice must be provided as soon as practicable.

12.5 Jury Service Leave: A jury service leave shall be granted to a unit member who has been officially summoned to jury duty in either a State or Federal Court. Request for jury service leave should be made by presenting the official court summons to jury service to the immediate supervisor and request the time off utilizing the District's online or other applicable leave of absence system.

12.5.1 Leave shall be granted for the period of the jury service.

12.5.2 The unit member shall receive full pay while on leave provided the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District. The unit member shall be entitled to retain any expenses for parking, mileage, food, or other expenses incidental to jury service.

12.5.3 A unit member on jury service leave shall notify the District of his/her intent to be, at

work on the next workday, if possible, by 2:00p.m. If it is not possible to give such notice by 2:00 p.m. then the unit member shall notify the District utilizing the District's online or other applicable leave of absence system, that they intend to be at work the next day.

12.5.4 The District affirms the desirability of uninterrupted service. Therefore, in the instance of jury duty, if a unit member has been requested (not volunteered) to serve on jury duty during a normal workday, and chooses to obtain deferment of jury service to a holiday and/or unpaid vacation days, the District will pay that unit member thirty dollars (\$30.00) per day for each day the classroom teacher serves on deferred jury duty during a holiday or unpaid vacation day rather than a normal workday, to a maximum of three hundred dollars (\$300.00) per school year. To be eligible for such payment: (1) the unit member must obtain and submit to the District a written statement from the court indicating the dates for which jury service was required, and that deferment of jury service was requested by the unit member and has been rescheduled to the holiday or unpaid vacation days, and (2) upon completion of jury duty, the unit member must obtain and submit to the District a written statement from the court verifying the number of actual days on jury duty. These written statements must be submitted to and received by the District's Business Office no later than ten (10) working days after the completion of the deferred jury duty service for the unit member to be eligible for payment. On days in which the unit member is excused from jury duty, the unit member will not be eligible for any payment. Any unit member serving in a position for which a substitute is not normally obtained by the District will not be eligible for deferment remuneration under this Section.

12.6 Personal Leave: At the discretion of the District, a personal leave may be granted to a unit member for personal reasons, e.g., matrimony, family illness, urgent business affairs (such as house purchase closing settlements, appearance as witness to wills and similar legal matters, appearance when wills involving the unit member are being probated), or religious holidays. This

provision is not intended to grant a leave for the purpose of attending or participating in a meeting of an "employee organization" or other meetings or activities with respect to employer-employee relationships."

12.6.1 The maximum leave shall be twenty (20) consecutive working days without pay and a maximum of three (3) days with pay, chargeable to earned sick leave allowed during the year. No salary will be paid by the District for days exceeding three (3) in any one (1) school year for this purpose.

12.6.2 When the reason for use of personal leave is not of an emergency nature, prior notice must be given to the school site administrator/supervisor before taking personal leave.

12.7 Witness Leave: A witness leave shall be granted to allow a unit member, to appear as other than a litigant in the case, in response to a duly served subpoena.

12.7.1 Leave will be granted for the number of days specified in the subpoena or all days of attendance in court as certified by the clerk or other authorized officer of such jury or court.

12.7.2 The unit member will receive full pay during the period of leave provided the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District.

12.7.3 Request for witness leave should be made by presenting the official court summons to appear as a witness to the immediate supervisor.

12.8 Family Care and Medical Leave

12.8.1 To be eligible for leave under the FMLA ("Fed-FMLA") and CFRA (collectively "FMLA Leave") pursuant to Title 29 USC section 2601 and California Government Code section 12945.2, employees must have: (1) completed twelve months ~~one year~~ of service for the District; and (2) worked at least 1,250 hours during ~~over~~ the previous 12-months as of the start of the leave.

12.8.2 Reasons For Leave

State and federal laws allow FMLA Leave for various reasons. Because an



employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, ~~or~~ a child of a registered domestic partner, grandparent, grandchild, or sibling (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only), and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- 12.8.2.1 the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");
- 12.8.2.2 to care for an immediate family member (spouse, child, parent and for CFRA Leave: registered domestic partner, child of a registered domestic partner, grandparent, grandchild, or sibling) with a serious health condition ("Family Care Leave");
- 12.8.2.3 an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");
- 12.8.2.4 a "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States\_ ("Military Emergency Leave"); or
- 12.8.2.5 to care for a spouse, child, parent or next of kin (nearest blood relative) who

is a “Covered Servicemember,” as defined by the FMLA (“Military Caregiver Leave”).

### 12.8.3 Leave Length

12.8.3.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

For purposes of FMLA Leave eligibility determinations, the 12-month period is measured using the District’s fiscal year of July 1st through June 30th. Employees may not carryover unused FMLA/CFRA time from one fiscal year to the next fiscal year, e.g. if an employee used 8 weeks of FMLA/CFRA leave in a fiscal year, they will not carryover the remaining 4 weeks of time and will start the next fiscal year with – as long as they are eligible – the ability to take up to 12 weeks of FMLA/CFRA leave (not including military caregiver leave).

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

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

12.8.3.3 Under some circumstances, an employee may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the District’s operations. An employee must contact their immediate supervisor and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the District may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee’s CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee’s CFRA entitlement.

If an employee’s request for intermittent leave is approved, the District may later require an employee to obtain recertifications of their need for leave.

12.8.3.4 To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee’s work-related

injury/illness, a pregnancy related disability, or a “disability” as defined under the Americans with Disabilities Act and/or the Fair Employment and Housing Act (“FEHA”). When the reason for CFRA leave was the employee’s serious health condition, which also constitutes a “disability” under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the District will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA. In addition, in some circumstances and in accordance with applicable law, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or a registered domestic partner’s child. Certain restrictions on these benefits may apply.

#### 12.8.4 Notice and Certification

##### 12.8.4.1 Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

12.8.4.1.1 Employees may be required to provide: (1) when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day); (2) when the need for leave is not foreseeable, notice within the time prescribed by the District’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver

Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (4) periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and (5) periodic reports during the leave.

Certification forms are available from the Human Resources Department.

12.8.4.1.2 At the District's expense, the District may, if it doubts the validity of the certification provided by the employee, also require a second opinion regarding the employee's own serious health condition or the serious health condition of an employee's family member for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition. In some cases, the District may require a second or third opinion regarding the injury or illness of a "Covered Servicemember." Employees are expected to cooperate with the District in obtaining additional medical opinions that the District may require.

12.8.4.1.2.1 The health care provider designated by the District shall not be employed on a regular basis by the District.

12.8.4.1.2.2 If the second opinion differs from the opinion in the original certification, the District may require, at the District's expense, that the unit member obtain the opinion of a third health care provider, jointly approved by the District and the unit member. The opinion of the third health care provider shall be final and binding on the District

and unit member.

12.8.4.1.3 When leave is for planned medical treatment, an employee must make a reasonable effort to schedule treatment so as to minimize disruptions to the District's operation. Employees are to contact their immediate supervisor or Human Resources prior to scheduling planned medical treatment.

#### 12.8.4.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA Leave is certified, the District may later require medical recertification in connection with an absence that an employee report as qualifying for Fed-FMLA Leave. For example, the District may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee encounters complications; or (3) the District receives information that casts doubt upon the employee's stated reason for the absence. In addition, the District may request recertification in connection with an absence after six months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the District shall be at the employee's expense.

In addition to the requirement listed above, a recertification

under the CFRA may be requested by the District at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

#### 12.8.4.2 Military Emergency Leave

Employees seeking to use Military Emergency Leave are required to provide: (1) the District with as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and (3) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

#### 12.8.4.3 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave.

12.8.5 Generally, FMLA Leave is unpaid. The District may require employees to use accrued sick leave during any unpaid portion of FMLA Leave. However, the District will only require employees to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the employee's own serious health condition or for any other reason, mutually agreed to by the District and the employee. Employees may also choose to use accrued sick leave, to the extent permitted by law and the applicable sick sections in this collective bargaining agreement. When accrued sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

## 12.8.6 Benefits

12.8.6.1 The District will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee want their benefits coverage to continue during the leave, the employee must also continue to make any premium payments that they are now required to make. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently will generally be provided with group health benefits for a 12 workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively the District will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. The District may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee. Accrued benefits such as sick leave will not accrue while on an unpaid FMLA Leave.

## 12.8.7 Job Reinstatement

12.8.7.1 Under most circumstances, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an



employee would have been laid off had they not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

12.8.7.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

12.8.8 Entitlement to family care and medical leave for the purposes of the employee's own illness shall be satisfied by and run concurrently with leaves taken pursuant to section Articles 12.2 (Sick Leave), 12.3 (Entitlement to Other Sick Leave), 12.9 (Parental Leave) and, if applicable, 12.10 (Pregnancy Disability Leave).

12.8.9 Section 12.8 of this Agreement may be reopened at the request of either party if further legislation or state or federal regulations are implemented.

12.8.10 Department of Labor Notice WH1420 is attached to this Agreement as Appendix E. In addition, a link to the Notice is here:

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf>

## 12.9 Parental Leave

12.9.1 This Section is based on Education Code section 44977.5.

12.9.2 Definition of Parental Leave

For the purposes of this Section, "parental leave" has the same definition as set forth in Education Code section 44977.5, which provides that "parental leave" as "leave for reason of the birth of a child of the employee, or the placement of a child with an

employee in connection with the adoption or foster care of the child by the employee.”

### 12.9.3 Eligibility for Parental Leave

12.9.3.1 During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from the unit member’s duties on account of maternity or paternity leave pursuant to Government Code section 12945.2 and/or Education Code section 44977.5 for a period of up to 12 work weeks, the amount deducted from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. Effective January 1, 2019, in no event, will a unit member receive less than 50% of his/her salary while using leave under this Section.

12.9.3.2 In order to be eligible for leave under this Section, a unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period; however, the unit member must otherwise satisfy the requirements set forth in (a) of Government Code section 12945.2(a) and Article 12.8.1.

### 12.9.4 Calculation of Parental Leave

For the purposes of this Section:

12.9.4.1 The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to Government Code section 12945.2 and Article 12.8 if the unit member qualifies for such leave.

12.9.4.2 For unit members who have not worked 1,250 hours during the previous 12-month period, but otherwise meet the requirements of Government Code section 12945.2(a) and Article 12.8, the 12-week period shall be reduced by any period of sick leave, including accumulated sick leave,

taken during a period of parental leave.

12.9.4.3 A unit member shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, however, the unit member may take the balance of the 12-week period in the subsequent school year. However, any leave under this Section must be completed within one year of the birth, adoption, or placement for foster care of the child.

12.9.4.4 The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

12.9.4.5 Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to Government Code section 12945.2 and Article 12.8 and 12.10.

12.9.5 One 12-Week Leave Period Both Parents Employed By The District

When both spouses (registered domestic partners) of the child are employed by the District, and are eligible for leave under this Section, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for parental leave.

12.10 Leave for Pregnancy Disability:

12.10.1 The District shall provide unpaid Pregnancy Disability Leave in accordance with applicable state (California Pregnancy Disability Leave "PDL") and federal (Family Medical Leave Act – FMLA) laws. Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement. An employee who is disabled because of pregnancy, childbirth, or a pregnancy-related medical condition shall be entitled to up to four (4) months unpaid Pregnancy Disability Leave, as set forth in Article 12.14.3.5. The leave can be taken before or after the birth of the employee's

child.

12.10.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee's healthcare provider, she cannot work at all or are unable to perform any one or more of the essential functions of the employee's job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

12.10.3 Reasonable Accommodation for Pregnancy-Related Disabilities

12.10.3.1 Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the employee's health care provider has certified that it is medically advisable for her to temporarily transfer or to receive some other accommodation.

12.10.3.2 The District will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if: she requests a transfer or other accommodation; the request is based upon the certification of her health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

12.10.3.3 As part of this accommodation process, no additional position will be created and the District will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

#### 12.10.3.4 Advance Notice and Medical Certification

- 12.10.3.4.1 Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- 12.10.3.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
- 12.10.3.4.3 Provide a signed medical certification from the employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The District may require an employee to provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

#### 12.10.3.5 Duration

- 12.10.3.5.1 The District will provide an employee with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.
- 12.10.3.5.2 Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not

reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

#### 12.10.3.6 Reinstatement

12.10.3.6.1 If the employee and the District have agreed upon a definite date of return from her leave of absence or transfer, she will be reinstated on that date if she notifies the District that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the District of her readiness to return.

12.10.3.6.2 Before an employee will be allowed to return to work in her regular job following a leave of absence or transfer, she must – utilizing the District’s online or other applicable leave of absence system – provide the Human Resources Department and specifically the Human Resources Generalist with a certification from her health care provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

12.10.3.6.3 An employee shall be returned to the same or a comparable position upon the conclusion of her leave of absence or

transfer. If the same position is not available on the employee's scheduled return date, the District will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

12.10.3.6.4 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or District policy or the District has otherwise approved the employee to take additional time off.

#### 12.10.3.7 Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. An employee may elect to use accrued sick leave benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during her leave of absence except during those periods when the employee is substituting sick leave for unpaid leave.

#### 12.10.3.8 Benefits

12.10.3.8.1 The District will maintain an employee's health insurance

benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the District will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the District will continue her health insurance benefits for up to additional 12 workweek period.

12.10.3.8.2 In some instances, the District may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or District policy or not returning due to circumstances beyond her control.

12.11 Leave Without Pay for Child Bonding Leave without pay or other benefits may be granted to unit members who do not qualify for leave under Sections 12.8 or 12.9 as follows for purposes of



bonding with a new child:

- 12.11.1 The unit member shall request such leave as soon as practicable, but under no circumstance less than ten (10) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
- 12.11.2 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent/Designee when considering the scheduling and replacement problems of the District.
- 12.11.3 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30th in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- 12.11.4 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on childbearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery there from.
- 12.11.5 Unit members using leave under this Section shall not be entitled to compensation, benefits, increment, or the accrual of seniority for layoff or reductions in force, or other such purposes; nor shall probationary unit members earn credit for tenure purposes while using such leave, unless otherwise required by applicable law.
- 12.11.6 Such leave must be requested and completed within a year of the birth of the child.

12.12 Sabbatical Leave:

- 12.12.1 A sabbatical leave may be granted to a unit member for one of the following purposes:
  - 12.12.1.1 Travel The unit member must spend sixty percent (60%) or more of the leave in travel outside of Los Angeles County.
  - 12.12.1.2 Formal Study The unit member must pursue a program of six (6) or more units each semester in an accredited institution of higher learning. Work

must relate to the present or prospective service of the unit member or must qualify him/her for a higher credential or degree.

12.12.1.3 Independent Study The unit member must pursue a program of study, research or improvement. The program must be the equivalent to the effort and content for the formal study program.

12.12.1.4 Combination Travel and study may be combined. One (1) calendar month of travel will be considered equivalent to two (2) college semester units.

12.12.2 Sabbatical leave may be granted for not less than one (1) semester or two (2) quarters, or not more than two (2) consecutive semesters.

12.12.3 Any unit member who has completed seven (7) or more consecutive years of service to the District is eligible to apply for sabbatical leave once each seven (7) years.

12.12.5 A year of service shall consist of a minimum of seventy-five percent (75%) of the teaching days of the school year exclusive of absences due to illness or other compensated leave.

12.12.5 A unit member making request for a sabbatical leave to start the second semester of a school year must have completed a minimum of fifty (50) days of service during the first semester of the school year.

12.12.6 Every unit member as a condition to be granted a leave of absence, shall agree in writing to render a period of service in the employ of the District following his/her return from the leave which is equal to twice the period of the leave.

12.12.7 The compensation to be paid to the unit member granted sabbatical leave shall be fifty percent (50%) of the teaching salary to which they would have been entitled during the time covered by such leave. A unit member on sabbatical leave may elect to receive their salary under either of the following provisions:

12.12.7.1 In two (2) equal installments during the first two (2) years following the return from sabbatical leave.

- 12.12.7.2 The first installment shall be paid at the end of the first semester after the return of the unit member from leave, and provided that the unit member has received salary, other than that for illness, for a minimum of seventy-five (75) days during the first semester. If the unit member has not received salary, other than for illness, for minimum of seventy-five (75) days during the first semester, but does receive salary for such minimum number of days during the first and second semesters after his/her return from leave of absence, the first installment shall be paid at the end of the second semester.
- 12.12.7.3 The second installment shall be paid at the end of the third semester after the return of the unit member from leave and provided that the unit member has received salary, other than that for illness, for a minimum of seventy-five (75) days during the third semester. If the unit member has not received salary, other than for illness, for a minimum of seventy-five (75) days during the third semester, but does receive salary for the minimum number of days during the third and fourth semesters after his/her return from leave, the second installment shall be paid at the end of the fourth semester.
- 12.12.7.4 Bi-monthly payment to the unit member during the sabbatical leave after filing suitable bond with the Board of Trustees indemnifying the Board in case the unit member does not return to his/her position; such bond shall be exonerated in event the failure of the unit member to render such service of two (2) years is caused by the death or mental or physical disability of the unit member.
- 12.11.8 Additional compensation received by the unit member in excess of the difference between the unit member's regular salary and the salary while on leave will be deductible from the leave salary paid by the District. Additional compensation is

compensation for services or employment during the period of sabbatical leave other than compensation granted by the District.

- 12.12.9 Additional assistance from such recognized sources of aid to study, research and travel as scholarships, grants and fellowships shall not constitute additional compensation in the meaning of the above paragraph. It shall be the policy of the District to encourage its unit members to seek such assistance.
- 12.12.10 The unit member should make written application to the Human Resources Department on the form provided. Application shall be made at least ninety (90) days prior to the date the leave is requested to begin. The District shall provide the unit member written notification of the disposition of the application within twenty (20) days after receipt of the application.
- 12.12.11 The number of unit members on sabbatical leave any one (1) semester shall not exceed two percent (2%) of the total number of unit members of the District.
- 12.12.12 In the event of the number of eligible unit members applying for sabbatical leave during any one (1) semester exceeds two percent (2%) of the total number of unit members of the District, the granting leaves shall be governed by:
  - 12.12.12.1 Priority of application;
  - 12.12.12.2 Reasonable distribution of applicants by school;
  - 12.12.12.3 Seniority;
  - 12.12.12.4 Relative merits of the reasons for desiring leave;
  - 12.12.12.5 Whether applicant has been granted previous leave; and,
  - 12.12.12.6 Budgetary considerations.
- 12.12.13 At the expiration of the leave of absence of the unit member, he/she shall, unless he/she otherwise agrees, be reinstated in the position held by him/her at the time of the granting of the sabbatical leave of absence.
- 12.12.14 Each unit member returning from sabbatical leave shall file with the Human Resources Department a written report not later than forty five (45) days after return to active duty.

12.12.14.1 Such report shall contain detailed data as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience or knowledge gained while on leave, and the manner in which such experience or knowledge may be used for the benefit of the students or the schools of the District.

12.12.14.2 Such report shall be presented to the Board of Trustees for approval.

12.12.15 Interruption of the program of study or travel while on sabbatical leave by serious accident or illness which is verified by a medical statement from a licensed physician shall not affect the amount of compensation to be paid the unit member under the terms of the sabbatical leave provided that the Superintendent/Designee has been promptly notified of such accident or illness.

12.12.16 In case of such accident or illness while on sabbatical leave, notification shall be made by registered letter, mailed within ten (10) days of such accident or illness.

12.12.17 A unit member returning from sabbatical leave shall receive the same progressive advancement on the salary schedule as he/she would have received had he/she remained in active service in his/her regular position.

12.12.18 A period of sabbatical leave does not affect retirement status provided the unit member makes retirement contributions for the period of the leave. Retirement contributions shall be made on the basis of the sabbatical leave compensation.

12.13 Industrial Accident/Illness Leave: Industrial accident/illness leave shall be granted to a unit member who experiences an industrial accident or illness as defined in section 3208 *et seq.* of the Labor Code of the State of California, and whose disability arising from such accident or illness is verified by competent medical authority.

12.13.1 The allowable leave for industrial accident or illness in any one (1) fiscal year shall not exceed sixty (60) teaching days. This leave is not cumulative. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury. Leave commences on the

first day of absence.

- 12.13.2 A unit member shall continue to receive regular salary while on industrial accident or illness leave. During this paid leave of absence, the unit member shall endorse to the District temporary disability indemnity checks received from the District Workers' Compensation Insurance Fund on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member's appropriate salary warrants deducting normal retirement and other authorized contributions. The endorsement rule does not apply to final settlement for permanent disability.
- 12.13.3 Any industrial accident/illness disability which extends beyond the period of sixty (60) teaching days, shall be deducted from regular illness leave and shall be subject to the provisions of illness leave. The unit member shall continue to receive regular salary and endorse temporary disability indemnity checks to the District until such time as all regular illness leave credits are exhausted. If a unit member remains disabled after all regular illness leave is used, he/she shall continue to endorse temporary disability indemnity checks to the District and shall receive salary as prescribed in Article 12, Section 12.2, Personal Illness and Injury Leave, or as required by Section 4451 et seq. of the Labor Code of the State of California, whichever is greater. A unit member who remains disabled after expiration of all District salary continuation benefits shall continue to receive temporary disability checks in accordance with the Labor Code of the State of California.
- 12.13.4 Request for accident or on-the-job illness leave must be made in writing to the Office of Risk Management through the school site administrator/ supervisor.
- 12.13.5 The unit member shall notify the school site administrator/supervisor and the Human Resources Department of his/her impending return to duty in ample time to inform the substitute of his/her release from the temporary assignment. Before the unit member returns to duty, the District may require a statement from a physician certifying the fitness to return.

12.14 Catastrophic Leave: Bargaining unit employees are eligible to participate in the District's Catastrophic Leave program – which allows bargaining unit employees to donate sick time and for bargaining unit employees to request to receive donated sick time in certain situations from the Catastrophic Leave bank – as set out in Board Policy/Administrative Regulation 4161.9. Any decisions arising out of the application of Board Policy/Administrative Regulation 4161.9 are not subject to the grievance procedure set out in Article 6 (Grievance Procedure).

12.15 Military Leave: A military leave shall be accorded to unit members, as required by applicable Federal and State Laws.

12.15.1 A unit member who is called for active duty shall be granted a military leave for the period of the military service and up to six (6) additional months after the unit member honorably leaves the military service or is released from active duty.

12.15.2 A unit member who is a member of the Reserve Corps of the Armed Forces of the United States is entitled to a temporary leave not to exceed 180 days. Unless mandated otherwise by a superior military officer in command, unit members rendering Reserve Corps service shall perform it at a time outside the regular school year.

12.15.3 Upon presentation of adequate evidence of military service, the unit member shall be paid his/her salary for the first school or calendar month of such absence due to military service according to the salary assignment providing the following conditions are met:

12.15.1 The unit member is ordered into active duty from membership in the Reserve Corps of the Armed Forces of the United States, or is inducted, enlists, enters or is otherwise ordered or called into active duty as a member of the Armed Forces of the United States;

12.15.2 The unit member is engaged in the performance of ordered military duty or is going to or returning from such duty;

12.15.3 The unit member must have been in the service of the District for a period of not less than one (1) year immediately prior to the dates the military duty

begins. Previous temporary or active duty may be counted to accumulate the required year.

12.15.4 Unit members should make written request for a military leave of absence and submit it to the Human Resources Department together with a copy of his/her orders.

12.15.5 A unit member returning from military service shall be returned to a position in his/her classification, if such position exists, otherwise to a comparable vacant position for which he/she is qualified. Unit members should submit evidence of honorable military service and the dates of active duty.

12.15.6 Credit for military service shall be granted toward advancement on the Salary Schedule on the same basis as if the service had been performed for the District.

12.15.7 Time served in the military service shall be included as years of service for retirement purposes.

12.16 Opportunity Leave: At the discretion of the District an opportunity leave may be granted in order that a tenured unit member may return to a college or university to pursue a course of study leading to a higher degree or credential or may accept a position in industry which will result in the unit member rendering more effective service to the school district upon his/her return. No leave will be granted for service in another school district or in other positions in education unless it concerns a specialized field completely different from what the unit member has been doing and one which would be of benefit to the District upon his/her return from the leave. The unit member requesting opportunity leave shall sign a statement of intent to return to the District at the termination of the opportunity leave.

12.16.1 Leave may be granted for one (1) or two (2) semesters, not to exceed one (1) year, but may be extended at the discretion of the Board of Trustees.

12.16.2 No salary or benefits will be paid by the District for the period of the leave.

12.16.3 The unit member should submit a written request to the Human Resources Department including a description of the proposed program and its objectives. Applications shall be submitted prior to September 1st of the coming year of which the



unit member wishes to take the opportunity leave.

- 12.17 Two Hour Emergency Leave: Emergency shall be defined as an unscheduled event that requires the unit member's immediate attention after the unit member has reported to work. Upon a unit member's request, the immediate supervisor may authorize the unit member to be absent without loss of pay or deduction from other leave for periods not to exceed two (2) hours when there is such an emergency and it is requested infrequently.
- 12.18 Personal Leave Without Pay: At the discretion of the District, a unit member may be granted an unpaid leave for up to one (1) school year for health, travel, and other reasons satisfactory to the District. A unit member seeking such leave shall submit a written request to the Human Resources Department which includes the reason(s), any supporting information relating thereto, and the requested duration of the leave.
- 12.19 Professional Growth Leave: A regular full-time teacher may request a professional growth leave at the end of the school year, under the following conditions
- 12.19.1 It must be apparent that a true professional growth opportunity exists for the unit member and the District and the leave is necessary in order to take advantage of it.
  - 12.19.2 The immediate supervisor must endorse the written request, such signature to indicate his/her concurrence in the request. If the immediate supervisor does not give endorsement of the written request, the case may be presented to the Superintendent's Designee for additional review
  - 12.19.3 An adequate substitute must be available.
  - 12.19.4 The professional growth-in-service activity must be directly related to the area of assignment of the unit member.
  - 12.19.5 Final examinations shall have been given by the unit member before beginning the leave.
  - 12.19.6 The unit member must have prepared grade reports and attendance records for his/her students.
  - 12.19.7 Non-teaching personnel receiving this leave shall properly conclude their year's work

to the satisfaction of the immediate supervisor before leaving. For the number of days of approved leave the unit member shall receive the difference in his/her pay and that of a substitute, or in the event no substitute is required the difference shall be the same as if a substitute were required.

12.20 If the District believes that a unit member cannot safely or adequately perform the duties of his/her position, or if a unit member is using any leave based on an illness or an injury, the District may require that the unit member be examined by a District-selected physician at District expense. This section shall be applicable to members of all Association bargaining units.

12.21 A bargaining unit employee may submit a request to receive quarantine leave pursuant to the eligibility requirements of this Section to the Human Resources Department using the District's online or other applicable leave of absence system. The District's Board of Trustees or designee may, in its discretion, provide for a leave of absence to bargaining unit employees and may grant compensation during such a leave if the bargaining unit employee is required to quarantine because of contact with other persons having a contagious disease while performing their duties. The Board's or designee's determination of whether to provide a leave of absence – paid or unpaid – shall not be subject to the grievance procedure set out in Article 6 (Grievance Procedure).

**ARTICLE 13**

**CLASS SIZE**

13.1 When administratively practicable, whenever the District's financial resources allow, and whenever the facilities are available, the following average class sizes shall be maintained at each District school site:

<u>School Sites</u>	<u>Ratios</u>
Transitional Kindergarten/Kindergarten and First Grade	25 to 1*
Second and Third Grades	26 to 1*

If the conditions set forth in Article 13.1 above are not satisfied, then the average class size ratio for such school sites for grades Transitional Kindergarten to Third, inclusive, shall be 30 to 1 plus or minus 1.

13.2 When administratively practicable, whenever the District's financial resources allow, and whenever the facilities are available, the following average class sizes shall be maintained at each District school site:

<u>Schools</u>	<u>Ratios</u>
Grades 4-12	The maximum daily average per teacher shall be 34 students*

13.3 Effective July 1, 2016, when administratively practicable, whenever the District's financial resources allow, whenever staffing is sufficient, and whenever the facilities are available, the following average class sizes shall be maintained on a District-wide basis for special education as specified:

<u>District-Wide</u>	<u>Average</u>
Mild/Moderate Special Education K-12th Grades	20 to 1
Moderate/Severe Special Education K-12th Grades	14 to 1

If the District modifies/changes its program and delivery methodology for special education services the above averages will no longer apply. In addition, in the event that the state or federal

government implement new requirements regarding the delivery/provision of special education services and such requirements are inconsistent with the provisions of this Section, the District shall comply with the new requirements and the averages shall no longer apply. The District will provide CEA notice of any change in program/delivery methodology.

- 13.4 With respect to the asterisks (\*) in Article 13.1 and 13.2, these ratios do not include additional certificated personnel who may be added under federally funded programs such as Chapter 1, EIA, VEA and ROP; other categorically funded programs which provide for smaller class sizes; or mainstreaming in Special Education.
- 13.5 In addition, the above listed class size averages are subject to modification for purposes such as, but not limited to, avoidance of split grade classes or low enrollment classes, large group or experimental instruction team teaching, limitations because of distribution of pupils by attendance areas, changes in enrollment, or other valid reasons.
- 13.6 No physical education class will exceed sixty (60) students.

## ARTICLE 14

### CHILDREN'S CENTER TEACHERS

- 14.1 The provisions of this Agreement shall apply to Children's Center Teachers except as modified by the following:
- 14.1.1 Children's Center Teachers' hours shall vary between four (4) and seven (7) hours, depending upon the number of students enrolled, exclusive of a lunch period.
  - 14.1.2 Children's Center Teachers shall have an uninterrupted lunch break of thirty (30) minutes. A physical relief break shall be provided Children's Center Teachers within each three (3) hour block of time.
  - 14.1.3 The District will make a good faith effort to minimize the use of split shifts. It is understood that the minimizing of split shifts is not to involve additional costs or unnecessarily reduce the number of hours of Children's Center Teachers.
  - 14.1.4 Whenever it is necessary to reduce the number of hours of Children's Center Teachers, those teachers assigned the greatest number of hours per day and with least number of years of teaching within the District shall have their hours reduced before those with a greater number of years of teaching within the District.
- 14.2 Leaves - General Provisions: A leave of absence is an authorization for a unit member to be absent from duty.
- 14.2.1 The District may request verification of the reason for an absence if it has reasonable cause to believe that the purpose of the leave has been violated.
  - 14.2.2 Upon return from absence, a unit member shall be required to complete the Individual Absentee Report (Form F-119).
  - 14.2.3 A unit member on an approved leave without pay may continue enrollment in health and welfare benefit plans by paying the required premiums in a periodic manner as required by the District.
  - 14.2.4 In general, leave shall not be available to the unit member until earned. However, in emergency situations leave may be advanced to the unit member upon the

recommendation of the Superintendent/Designee and the approval of the Board of Trustees.

14.2.5 Such leave must be repaid into the unit member's account at the rate specified for the accumulation of Vacation Leave. Unit members who leave the service of the District prior to repaying such leave shall have the value of the unpaid leave deducted from their final severance pay.

14.3 Specific Leave Categories: Unit members who have fixed and continuing responsibilities in rendering services to the District are eligible for the following leaves:

14.4 Vacation Leave: Vacation leave shall be earned as follows:

14.4.1 One (1) through two (2) years of service: one (1) day of vacation for each qualifying month of service to a maximum of twelve (12) days for each fiscal year.

14.4.2 Three (3) through ten (10) years of service: one and one-fourth (1 1/4) days of vacation for each qualifying month of service to a maximum of fifteen (15) days for each fiscal year.

14.4.3 Eleven (11) through fourteen (14) years of service: one and one half (1-1/2) days of vacation for each qualifying month of service to a maximum of eighteen (18) days for each fiscal year.

14.4.4 Fifteen (15) through nineteen (19) years of service: one and three fourths (1-3/4) days of vacation for each qualifying month of service to a maximum of twenty-one (21) days for each fiscal year.

14.4.5 Twenty (20) years of service or more: two (2) days of vacation for each qualifying month of service to a maximum of twenty-four (24) days each fiscal year.

14.4.6 Vacation leave shall be used in increments of four (4) hours or more. Requests for vacation leave of three (3) days or less shall be submitted for approval to the Supervisor at least two (2) days prior to the requested beginning date of the leave. Requests for vacation leaves of more than three (3) days shall be submitted for approval to the Supervisor at least thirty (30) days prior to the requested beginning

date of the leave.

14.4.7 Certificated 12-month unit members, i.e., those contracted for the period of July 1st through June 30th, must take a minimum of eleven (11) days vacation leave per year unless prior approval has been granted by the Board of Trustees.

14.4.8 Unit members who enter the school year with more than one (1) year's leave accumulation will be permitted to use such leave at the discretion of the Supervisor or the Superintendent/Designee; however, such leave when added to the earned vacation leave for each year shall not exceed two (2) years' worth of earned vacation leave.

14.4.9 Unit members on vacation leave may, at the discretion of the Supervisor or the Superintendent/Designee, be recalled for the performance of necessary duties. The unit member shall not lose any vacation days due to such a recall, and, if necessary, may have his/her accumulated vacation total exceed the two (2) years' limitation stated by the number of vacation days lost due to any recall.

14.5 Bereavement Leave: Bereavement Leave shall be granted to unit members in accordance with the provisions of Article 12, Section 12.3.

14.6 Personal Leave: Personal Leave may be granted to unit members in accordance with the provisions of Article 12, Section 12.6.

14.7 Personal Necessity Leave: Personal Emergency Leave shall be granted to unit members in accordance with the provisions of Article 12, Section 12.4

14.8 Religious Holiday Leave: Religious Holiday Leave, not to exceed six (6) days in any one fiscal year, may be granted to unit members for observance of religious holidays. Such leave shall be deducted from the unit member's personal illness and injury account.

14.9 Legal and Local Holiday Leave: Leave shall not be charged to the unit member for those days within the calendar year which have been defined by the Board of Trustees as legal or local holidays for Children's Center members.

14.9.1 If a unit member is required to perform regular service on a day declared by the

President of the United States, the Governor of California, or the Board of Trustees as a holiday, he/she shall be granted leave on another day on a day-for-day basis.

14.9.2 Those periods within the school year defined as recess periods for certificated unit members and pupils shall be considered duty periods for personnel covered by Article 14.

14.9.3 However, unit members who wish to take vacation leave during these recess periods may do so with the approval of the Supervisor or the Superintendent/Designee. Such leave shall be charged against the total vacation leave earned by the unit member.

14.10 Personal Illness and Injury Leave (Sick Leave): Children's Center unit members whose assignment is seven (7) hours or more per day shall earn sick leave on the basis of one (1) day per month. Children's Center unit members assigned fewer than seven (7) hours per day shall earn sick leave on a pro rata basis.

14.10.1 Vacation leave may be used for the purpose of illness and injury after personal illness and injury leave credited to the unit member has been exhausted.

14.10.2 Class size as it relates to Children's Center Teachers shall be in accordance with guidelines established by the State of California.

14.10.3 A full-time assignment for Children's Center Teachers is seven (7) hours.

14.10.4 When it becomes necessary to reassign a full-time Children's Center Teacher from one site, the full-time teacher with the least number of years in the District at the site shall be reassigned prior to those with greater number of years of service in the District at that site.



**ARTICLE 15**

**HEALTH AND WELFARE BENEFITS**

15.0 Unit Member Eligibility

15.1 District Medical Benefits Contribution

Effective with the 2016-17 year – beginning with the first District contribution/bargaining unit member deduction of medical benefits premiums for that school year – the District shall annually contribute the following amount toward the cost of medical benefits for bargaining unit members:

- A. 3 Party or More      \$12,407.10
- B. 2 Party                      \$9,634.00
- C. 1 Party                      \$6,317.00

The parties agree that from January 1, 2023 through December 31, 2023, the District shall contribute an additional one-time annual amount of \$600 to each tier, which will make the District contribution totals:

- A. 3 Party or More      \$13,008.00
- B. 2 Party                      \$10,234.00
- C. 1 Party                      \$6,917.00

This additional annual contribution shall cease on December 31, 2023 and, effective January 1, 2024, the total annual contribution amounts shall revert back to the following:

- A. 3 Party or More      \$12,408.0 0
- B. 2 Party                      \$9,634.00
- C. 1 Party                      \$6,317.00

15.2 Life Insurance: Eligible unit members shall be provided with a \$5,000 group term life insurance policy, the premiums for which shall be fully paid by the District. Unit members

may be eligible for additional coverage up to \$50,000 under the group policy. The premiums for such additional coverage shall be paid by the unit member:

15.3 Part-Time Unit Members: For the purpose of this Article, unit members who are scheduled to work six (6) or more hours per day are considered full-time unit members. For unit members scheduled to work less than six (6) hours per day, the District's supplemental contribution for the selected plans shall be in accordance with the following schedule:

- (a) Less than six (6) hours, but more than four (4) hours: The District's contribution shall be seventy-five percent (75%) of the amount set forth in Section 15.1 A, B, or C, whichever is appropriate.
- (b) Four (4) hours: The District's contribution shall be fifty percent (50%) of the amount set forth in Section 16.1 A, B, or C, whichever is appropriate.
- (c) Less than four (4) hours: Unit members are not eligible for health and welfare benefits.

#### 15.4 Waiver of Coverage

15.4.1 Any eligible employee who certifies that: (i) the employee is enrolled in other employer-provided medical coverage through the employee's own employer or through a parent, spouse or domestic partner; or (ii) that the employee is enrolled in government-provided medical coverage (such as MediCal, MediCare, CHAMPUS or Tricare) may elect to waive the employee's right to medical coverage paid by the District. Government-provided coverage does not include health insurance purchased on the health insurance marketplace pursuant to the Affordable Care Act.

15.4.2 Any eligible employee who certifies that: (i) the employee's spouse/registered domestic partner is enrolled in employer-provided medical coverage through his or her employment; or (ii) that the spouse or registered domestic partner is enrolled in government-provided medical coverage may elect to waive the spouse or registered domestic partner's right to medical coverage paid by the District. Government-

provided coverage does not include health insurance purchased on the health insurance marketplace pursuant to the Affordable Care Act.

- 15.4.3 The election to waive medical coverage for the employee, spouse or registered domestic partner shall be made once a year during the open enrollment period, and cannot be changed until the next open enrollment period unless otherwise permitted as a life event or special enrollment under the Plan and applicable law and regulations.
- 15.4.4 Effective January 1, 2016, an employee who elects to waive his/her own medical coverage and/or his/her spouse or registered domestic partner's medical coverage shall be paid \$2,000 for the plan year (January 1st through December 31st), in which the employee or employee plus spouse/registered domestic partner elects to waive coverage. If the employee elects to receive the payment, the amount is taxable. The aforementioned option will be processed with the last paycheck of the school year and the last check of December of each year – with the employee receiving a \$1,000 per payment if receiving the waiver for the full plan year.
- 15.4.5 To waive coverage, the employee must, on an annual basis, complete and sign under penalty of perjury a voluntary waiver form identifying the other employer or government-provided coverage, the employer or government entity providing the coverage, and the name, address and telephone number of a contact person for such employer or government entity for purposes of verifying such coverage. In addition, the employee must submit a letter of verification from the medical provider indicating the employee is covered under their medical plan and the term of coverage (beginning and expiration date).
- 15.4.6 In the event that the parties agree to the District moving from CalPERS to a different medical benefits provider that does not allow the District to maintain the waiver of benefits language set forth in Article 15.4.1, Article 15.4.5 will be rendered null and void and the District will no longer be responsible for providing the payments

referenced in this Section. The District will provide written notice to CEA in the event it moves to a medical benefits provider that does not allow its participants/members/contracted entities to provide a waiver of benefits to its employees.

15.5 Retirement bonus for Full-Time Retirees: Eligible full-time unit members who retire between their 55th and 65th birthdays shall be entitled to participate in the Retirement Bonus for Eligible Full-Time Retirees Incentive Program.

15.5.1 Effective November 1, 1992, the District will pay the basic premium of \$12.00 per year for PERS health plan options for eligible full-time retirees. The District contribution will increase annually by five percent (5%), as required by the Public Employees Retirement System, until parity is reached with the basic benefits contribution for active employees. In addition, the District will pay an annual retirement bonus of \$1,388.00, payable quarterly, to eligible full-time unit members who have provided a minimum of twenty (20) years of full-time paid service to the District, who retired between their 55th and 65th birthdays, and who retired on or after November 1, 1992. Those eligible full-time unit members who retired between July 1, 1989 and October 31, 1992, and who retired between their 55th and 65th birthdays, shall be entitled to the \$1,388.00 annual retirement bonus after eleven (11) years of full-time paid service to the District. The \$1,388.00 retirement bonus will be paid between the eligible full-time retiree's 55th and 65th birthdays, and will cease upon the eligible full-time retiree's 65th birthday. The District will continue to pay the basic premium contribution, currently \$12.00 per year, for the life of the retiree. There shall be no retroactive reimbursements.

15.5.2 From the eligible full-time retiree's 65th to 68th birthday, in addition to the \$12.00 per year basic premium contribution, the District shall pay an annual retirement bonus to eligible full-time unit members who retired and received a retirement bonus pursuant to Section 15.5.1, and to eligible full-time unit members who meet the

length-of-service and date-of-retirement requirements set forth in Section 15.5.1. The annual retirement bonus shall be \$688.00, payable quarterly. There shall be no retroactive reimbursements.

15.5.3 For those eligible full-time unit members who retired prior to July 1, 1989, and for those eligible full-time unit members who do not qualify for the Retirement Bonus Incentive Program, the District will make an annual contribution for PERS, health benefits coverage of \$12.00. The District contribution will increase annually by five percent (5%), as required by the Public Employees Retirement System, until parity is reached with the basic contribution for active unit members.

15.5.4 If the District withdraws from or ceases participation in the PERS health benefits program, all District contributions to retirees set forth in this Article, including the basic District PERS contribution and the retirement bonus, shall cease.

15.6 Changing Coverage: Unit members may change from one health or dental plan to another during the open enrollment period each year. Unit members must have been enrolled in a vision plan for a two (2) year period before they will be allowed to change to another, and then only during open enrollment.

15.7 Unit members may change from one health insurance carrier to another during the open enrollment period each year.

15.8 Unit members who work a complete school year shall maintain Health and Welfare Benefits in the currently selected plan, as an active participant, effective through the end of the month following the month in which the unit member's employment ends. These unit members may elect COBRA coverage and, subject to the unit member meeting the requirements in Article 15.8.1-15.8.2, coverage will be available to the unit member through COBRA for a maximum of two months following the termination of active coverage in the medical benefits plan. For that maximum two month period, the District will continue to reimburse its share of the medical contributions.

For purposes of Section 15.8, a complete school year means that an employee is in paid status –

exclusive of time an employee is on paid administrative leave where the employee does not return from such leave by reason of the employee's employment with the District ending – at least 75% of the days the schools are in session and is employed on the last day of the employee's contractual work year.

15.8.1 For those unit members described above, at the conclusion of a school year, the District will reimburse the employee, if applicable:

15.8.1.1 Any amounts withheld from the tenthly withholdings that would have been used as the unit member's portion of the medical premium payments for the 11th and 12th months of coverage for the unit member if he/she had remained a District employee beyond the conclusion of the unit member's contractual work year of the respective year.

15.8.2 Separations Other Than Retirement

15.8.2.1 In addition, as long as the unit member whose employment with the District ended for reasons other than retirement provides proof that he/she has timely elected COBRA coverage, for the up to two month period following the termination of active coverage in the medical benefits, upon receipt of proof of payment as explained below, the District will reimburse the unit member the amount of the District's portion of the unit member's monthly medical benefit premium as well as any administrative fee charged to the unit member for receiving coverage under COBRA.

15.8.2.2 To be eligible for reimbursement under this Section, an employee must elect COBRA within 60 calendar days from the date the COBRA notice is sent to the unit member or 60 calendar days from the date his/her member coverage as an active member ceases, whichever is later. If a unit member does not elect COBRA timely, he/she will not be eligible to receive reimbursement under this Section.

15.8.2.3 To receive this reimbursement, the unit member must provide the District

with documentation demonstrating that he/she made the COBRA premium payment to the applicable carrier no later than December 1<sup>st</sup>. Such documentation may consist of a canceled check and billing statement from the carrier or a billing statement from the carrier that establishes payment was made. Upon receipt of that documentation, the District will reimburse the unit member within 5 business days.

15.8.2.4 If the unit member obtains medical coverage through another source within the two month period following the termination of active coverage in the medical benefits, the unit member shall notify the District of this fact and the District's obligation to reimburse the unit member will cease.

15.8.3 Separations Due To Retirement

Article 15.5 is not impacted by this Section.

15.8.4 The District will provide information to unit member regarding their eligibility for reimbursement under Section 15.8.1 and Section 15.8.2 for separations other than retirement. The information will be provided as part of the District's COBRA notice or in a separate cover letter sent at the same time as the COBRA notice.

15.8.5 In the following situations, the parties agree to immediately reopen negotiations to address this Section:

15.8.5.1 If the laws and regulations addressing an employee's ability to remain an active participant in a medical benefits plan offered through CalPERS following the unit member's employment ending are modified, revised, or repealed; or

15.8.5.2 If the District moves from CalPERS as its provider of medical benefits to another provider whose rules and/or requirements are inconsistent with this Section.

- 15.9 Unit members who terminate their employment prior to the close of the school year shall be covered under the District's Health and Welfare Program through the last day of the payroll period for which premiums have been paid.
- 15.10 The Association and the District agree to convene a Health Insurance Cost Containment Committee with equal number of representatives from the Association and the District. All of the District's employee bargaining units will be invited to participate on the Committee.
- 15.11 The District and the Association agree to the formation of a joint committee to develop an "Employee Assistance Program."



## ARTICLE 16

### SALARY AND SALARY SCHEDULE RULES AND REGULATIONS

16.1 General: Unit members who serve less than the required annual number of working days for regular full-time unit members in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, unit members who serve for one (1) full school semester, shall receive not less than one-half (1/2) the annual salary applicable to their group and step.

16.1.1 Mandatory deductions from gross earnings are those required by law and include State Income Tax, Federal Income Tax, and State Teachers Retirement System.

16.1.2 Optional deductions are those deductions the unit member may elect to have taken from his/her earnings. Such deductions are made for items and services that are, from time to time, made available to the unit members by Board action. Optional deductions must be initiated in writing by the unit member. This authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization for the deduction.

#### 16.2 Salary

##### 16.2.1 2020-2021 and 2021-2022 School Years

16.2.1.1 For employees covered by Salary Schedules A, B, D, F, H, and X, the District agrees to provide an ongoing salary increase of 3.0% to each salary schedule, retroactive to July 1, 2020. To be eligible to receive the increase, the bargaining unit employee must have been employed during the 2020-2021 and 2021-2022 school years and be employed through June 10, 2022. Employees who have not worked a complete school year during the 2020-2021 school year, and are employed through June 10, 2022, will have the retroactive payment prorated based upon the number of days in paid service during the partial school year worked, e.g. if an

employee worked 92 days during the 2020-2021 school year, they will receive 50% of the retroactive payment amount. The District will notify CEA of the timing of when the retroactive payment will be made.

16.2.1.2 Upon full ratification of the parties' negotiations and all corresponding tentative agreements, the District agrees to provide a one-time off schedule payment of \$1,500 to each bargaining unit employee. To be eligible to receive the off-schedule payment, the bargaining unit employee must have been employed during the 2021-2022 school year and remain employed through June 10, 2022. The off-schedule payment will also be prorated based upon an employee's full-time equivalency status. The District will notify CEA of the timing of when the off-schedule payment will be made.

16.2.2 2022-2023 School Year

16.2.2.1 For employees covered by Salary Schedules A, B, D, F, H, and X, the District agrees to provide an ongoing salary increase of 6.5% to each salary schedule effective July 1, 2022. To be eligible to receive the increase, the bargaining unit employee must have been employed through August 12, 2022. The District will notify CEA of the timing of when the retroactive payment will be made.

16.2.2.2 In addition, for employees covered by Salary Schedules A, B, D, F, H, and X, the District agrees to provide an ongoing salary increase of 1.0% to each salary schedule effective January 1, 2023.

16.2.3 Recognition/Retention Stipend – The District will provide a one-time only recognition/retention stipend of \$4,000 for unit member with 30 years of service with the District as of July 1, 2007.

16.3 Initial Placement on Schedules: Effective as of the full ratification of the parties tentative agreements for negotiations for the 2017-2018 school year, credit for service outside the District shall be allowed on the salary schedule at the rate of one (1)

increment (step) for one (1) year of comparable service up to a maximum of ten (10) increments. New hires shall be given up to ten (10) years on the salary schedule upon verification of teaching experience with a valid California teaching credential and in compliance with District rules and regulations, and maximum of fifteen (15) years on the salary schedule for new hires in District defined difficult to staff areas. Private school experience for step increment on the salary schedule will be accepted, providing the private school is state accredited, the educational program is equal to that which is carried out in public schools, and the unit member in question held a valid credential at time of teaching. Unit members employed to teach vocational education subjects may be granted up to ten (10) years of credit for appropriate work experience, including work as a journeyman, in lieu of teaching experience. All previous experience shall be verified by official statements by unit members before experience credit shall be allowed.

16.3.1 All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit member. All transcript verifications must be received within thirty (30) days of the signing of the unit member's initial contract. Failure to do so will result in the District's withholding salary warrants until such documents are placed on file. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. The accreditation status of a college, university, or private school at the time of the unit member's initial employment shall prevail.

16.3.2 Unit members whose initial District employment was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specially funded program for salary schedule placement and advancement purposes.

16.3.3 The lowest beginning salary shall be \$50,481.00 for newly hired unit members

holding a preliminary or clear credential. The increase in the beginning salary shall continue so long as separate funding is available from the state at no cost to the District, i.e., there shall be no encroachment on general funds to fund the increase in beginning salaries. The District shall submit to the Association a draft modified salary schedule to the Association. The minimum beginning salary agreement shall not take effect until the draft modified schedule is approved by the Association and the District.

16.4 Vertical Movement: All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class.

16.4.1 Unit members who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects will be entitled to continue on the salary schedule for each year of service while assigned to such restricted programs.

16.5 Horizontal Movement: Course credit for salary placement and movement shall be given only for post-graduate, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by the Association of American Universities and Colleges.

16.5.1 Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

16.5.2 Unit members requesting reclassification from one class to another must file such requests with the Human Resources Department no later than April 15th of each year. Supporting records or transcripts verifying post-graduate units of study that are to apply to such a reclassification must be filed with the Human Resources Department no later than September 30<sup>th</sup> of the ensuing school year, for courses

completed by September 30th of the school year. If by September 30th the unit member is unable to submit supporting records or transcripts verifying post-graduate units of study that are to apply toward reclassification, official notices in the form of a grade card or letter from the college or institution shall be submitted. Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit document to the District as soon as it is available, but no later than December 1st.

16.5.3 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification shall be corrected as soon as the error is verified.

16.5.4 Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification. Credit will not be accepted for course work taken in the armed service, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts. Course work taken through a foreign university or other institution which sponsors travel tours for credits assigned upper division or graduate status, assigned a course title, and given unit value, shall be accepted. Such foreign university or other institution must be listed in the current edition of accredited institutions of higher learning, specified above.

16.5.5 If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, such unit member may petition the District for a waiver. Such waiver, if granted, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the unit member must make formal application to the District and receive approval in the form of the aforementioned waiver.

16.5.6 If a student from a teacher training institution is assigned to a unit member for training purposes and the District receives a stipend for this service from the institution, then the unit member to whom the student teacher is assigned shall receive the stipend.

16.6 Differential Compensation for Bilingual Teacher. Unit members serving in Limited English Proficient (LEP) positions shall have the opportunity to strengthen the determination and evaluation of components of the District's LEP program through the development of a District committee where fifty percent (50%) of the unit members will be appointed by the Association. Final decisions regarding the program shall be reserved to the District.

16.6.1 Unit members shall have the opportunity to participate in the on-going diagnosis of pupils.

16.6.2 Reclassification criteria shall be determined by the District after taking into consideration unit member input and state-recognized assessment instruments.

16.6.3 Stipends for LEP Teachers: Bilingual classroom or resource teachers who are instructing full-time in a bilingual program shall be entitled to a stipend as follows:

16.6.3.1 A bilingual classroom or resource teacher with certification in a Bilingual Credential or with a valid Certificate of Competence shall be paid monthly a stipend of \$3,000 annually.

16.6.3.2 A bilingual classroom or resource teacher with certification in two (2) competencies or with a Language Development Specialist certificate (LDS) shall be paid a stipend of \$1,500 annually.

16.6.3.3 A bilingual classroom or resource teacher with certification in one competency shall be paid an annual stipend of \$375.00, provided such competency was earned within the preceding nine (9) years. Those classroom or resource teachers who have not requalified in the preceding nine (9) years shall receive the current stipend amount, \$250.00.

- 16.6.4 All stipends shall be paid on a tenthly basis. Stipends will become effective the first semester after the unit member obtains the qualifying bilingual certification and after the unit member submits to the Human Resources Department an official notification letter indicating successful test results and/or a copy of the certificate itself. Test scores will be valid for nine (9) years, unless otherwise provided by law. (CLAD/BCLAD Certificate Handbook, California Commission on Teacher Credentialing.) Unit members whose qualifying becomes effective beginning in the second semester shall be paid a prorated share fifty percent (50%) of the stipend.
- 16.6.5 Effective June 30, 2006, all existing EL authorization stipend shall end and no additional EL authorization stipends will be offered by the District.
- 16.7 Effective with the 2016-17 school year, the District agrees to pay a stipend of \$1,000 per year to bargaining unit employees who:
- 16.7.1 Possess a valid and current special education credential(s) issued by the California Commission on Teacher Credentialing; and
- 16.7.2 Are assigned to a position for which the credential(s) is/are required. The District will pay the stipend in the last pay warrant of each school year. The stipend amount shall be prorated for bargaining unit employees who do not meet the eligibility requirements set forth in 16.7.1 and 16.7.2 above for an entire school year with the proration being based upon the actual period of time during a school year the bargaining unit employee satisfies 16.7.1 and 16.7.2 above.
- 16.8 Effective July 1, 2022, the District agrees to provide an annual stipend of \$1,000 to bargaining unit employees who possess and register with the District a doctorate from a WASC or regionally accredited university/college that is either: (a) a Doctorate in Education; or (b) a Doctorate in the subject matter to which the employee is assigned to teach for the District, e.g. a high school math teacher who possesses a doctorate in math. To be eligible to receive the stipend, the bargaining unit employee must have registered the doctorate with the Human Resources Department prior to the first day of instruction. The stipend will be paid annually in the bargaining unit employee's

final pay warrant for that school year. The bargaining unit employee must still be employed as of the date the stipend is being paid to be eligible to receive the stipend.



## ARTICLE 17

### ORGANIZATIONAL SECURITY

- 17.1 The right of payroll deduction for payment of organizational dues shall be accorded by the District exclusively to the Association, as long as the Association is the exclusive representative for the unit, and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association.
- 17.2 Article V, Sections 5.6.1 and 5.6.2 are incorporated herein by reference.
- 17.3 On a monthly basis the Association shall provide to the District's Payroll Manager or designee a list certifying, when applicable, the first and last name of each unit employee who, since the Association provided the prior month's certified list, has revoked his/her written authorization or who has provided written authorization for dues deductions to be taken from his/her pay warrant, including the effective date of such authorization/revocation.
- The Association shall not be required to submit to the District a copy of the unit member's written authorization, unless a dispute arises about the existence or terms of the written authorization. In the event a dispute arises, the District may request the written authorization from CEA.
- 17.4 If the District receives the certified list of information set out in Article 17.3 by the 20th of the month (or the first District business day after the 20th, if the 20th falls on a weekend or holiday), it will implement any necessary changes for that month. If the District receives the certified list of information set out in Article 17.3 after the 20th (or the first District business day after the 20th, if the 20th falls on a weekend or holiday) of the month, the District will process any necessary changes for the following month. In months where the District does not receive the information set out in Article 17.3 by the 20th of the month (or the first District business day after the 20th, if the 20th falls on a weekend or holiday), the District will utilize the most recently certified list for the purposes of taking dues from union members for that respective month.
- 17.5 Pursuant to the written certified list of employees in Association represented positions who have authorized the deduction of dues from the unit member's pay warrant, the District shall deduct one-tenth (1/10th) of the Association dues from the regular salary check of the unit member

issued for the months of September through June, unless the parties agree to a different withholding schedule in writing. Deductions for unit members where the Association provides certification after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year in accordance with a schedule provided by the Association.

## 17.6 Dues Withholding

17.6.1 In the event that the District withholds an amount less than that authorized for dues deductions by a bargaining unit employee from their pay warrant, upon written notice of the withholding of an insufficient amount provided either by CEA or the District, then, with CEA's written certification that it has obtained the bargaining unit employee's authorization for the District to withhold an increased amount of dues, the District shall withhold from a subsequent pay warrant or multiple pay warrants, as applicable, the normal authorized dues deduction plus an amount necessary to rectify the original under withholding of the dues deductions.

17.6.2 In the event that the District withholds an amount more than that authorized for dues deductions by a bargaining unit employee from his/her pay warrant, upon written notice of this withholding error by the District, CEA, or the bargaining unit employee, the bargaining unit employee shall only be able to collect such over withholdings directly from CEA/CTA.

17.6.3 The Association agrees to hold the District harmless against any claims or liabilities arising of any such adjustments set out in Article 17.6.1.

17.7 Within 15 days of issuing pay warrants to bargaining unit members, the District will transmit/make available to CEA the amount of dues so withheld.

17.8 The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

17.9 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 proceeding relating to the District's dues

deductions made in reliance on the Association's certified list provided to the District pursuant to Article 17.3 or their implementation, including pursuant to Article 17.6., , and to indemnify and hold the District harmless from any administrative award or court order or judgment resulting therefrom.

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

17.10 Sections 17.9 and 17.9.1 are not subject to the grievance arbitration provisions of the Agreement.

## **ARTICLE 18**

### **MISCELLANEOUS PROVISIONS**

- 18.1 Any individual contract hereafter executed between the District and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement, unless mutually agreed otherwise.
- 18.2 The specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State Law. In the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.
- 18.3 Within thirty (30) days of ratification of the Agreement by both parties, the District shall have sufficient official copies of the Agreement printed and delivered to the Association so as to provide each unit member with a copy.
- 18.4 The District and the Association agree to the formation of a committee to develop plans and to encourage parental participation in the classroom learning process in order to bring to bear parental influence to increase student learning.

## ARTICLE 19

### ADULT SCHOOL TEACHERS

20.1 The provisions of this Agreement, except Articles 7, 8, 9, 10, 18, 14, and 16, shall apply to Unit B.

The following provisions shall apply only to Unit B:

19.1.1 Full-Time Adult School Teachers: Normally, the length of the unit members' work day shall be no more than six (6) hours, exclusive of lunch. The day may be longer when unit members are assigned adjunct duties.

19.1.2 The adjunct duties of unit members shall be limited to ten (10) hours per year unless the unit member is reimbursed for hours in excess of ten (10) at the "Other Extra Duty Assignment" rate found in Appendix A2. Adjunct duties shall be defined as program development, professional growth activities, parent conferences, committee assignments, faculty and District meetings, special help to students, back-to-school nights, public schools week/open house, student supervision, and other assignments which are determined to be necessary for the efficient operation of the Compton Adult School.

19.1.3 Unit members shall report to work at least ten (10) minutes prior to the beginning of their instructional day.

19.1.4 Each unit member shall be entitled to an unpaid duty-free lunch period of sixty (60) minutes.

19.2 Part-Time Adult School Teachers: Unit members who are part-time adult school teachers (assigned fewer than six (6) hours per day) shall be on campus for instructional and other assigned adjunct duties as defined in Section 19.1.2. Adjunct duties of part-time unit members shall be limited to six (6) hours per year unless the unit member is reimbursed for hours in excess of six (6) at the "Other Extra Duty Assignment" rate found in Appendix A2.

19.2.1 Each part-time adult school teacher shall be on campus at least ten (10) minutes prior to the opening of his/her class.

### 19.3 Evaluation Procedures

19.3.1 Frequency of Evaluation: Probationary unit members who are assigned more than eighteen (18) hours per week shall be evaluated at least once each year. Permanent unit members shall be evaluated at least once every other year. Unit members who are assigned fewer than eighteen (18) hours per week shall be evaluated at least once each year.

19.3.2 Evaluator: The evaluator shall be the unit member's immediate supervisor and/or other management or supervisory employee who is so designated by the District. A unit member shall be notified who is to be his/her evaluator by October 15th of each year.

19.3.3 Evaluators shall, by October 30th of each school year, hold one (1) or more staff meetings to review the procedures for setting standards, techniques for assessment, and to review the evaluation calendar for the year.

19.4 Procedures for Setting Standards Shall Be: Prior to October 30th of each year, each unit member and his/her evaluator shall meet in an initial evaluation conference to draft the mutually determined standards to be achieved and the techniques for assessing the achievement of the standards. The date of the conference will begin the period for observation and follow-up conference which may be necessary to the evaluation process. Unit members shall be held accountable for their performance from the first day of the school year.

19.4.1 The techniques to be used for assessing the achievement of the mutually determined standards shall be listed on the evaluation report form for each area to be evaluated.

19.4.2 A good faith effort will be made to reach mutual agreement on the following elements:

- (a) The establishment of standards of expected student progress in each area of study and of techniques for the assessment of the progress.
- (b) Assessment of certificated personnel competence as it relates to the established standards.
- (c) Assessment of other duties normally required to be performed by

certificated employees as an adjunct to regular assignments.

- (d) The establishment of procedures and techniques for ascertaining that the certificated employee is maintaining proper control and is preserving a suitable learning environment.

19.5 If a unit member and his/her evaluator cannot reach agreement on the standards or assessment methods, the evaluator shall determine the standards and assessment methods. The unit member may note for the record and attach to the final determination, his/her disagreement with the standards and assessment method.

19.6 Procedures for Evaluation: The performance of unit members may be evaluated at any time without prior notice. Observations and visitations will be openly conducted. Hearsay may be utilized in the evaluation process only if the evaluator has reasonable cause to believe the hearsay is factual.

19.6.1 Prior to the final evaluation conference, there will be one (1) formal announced visitation during each school year for permanent unit members and one (1) per semester for probationary unit members.

19.6.2 Suggestions for improvement (Remediation Plan). When the evaluator indicates to a unit member that improvement is required, specific suggestions must be made in writing to include:

- (a) Areas where improvement is needed;
- (b) Specific suggestions for improvement;
- (c) Additional resources that will be utilized to assist with improvement where recommended by the evaluator;
- (d) Evaluator's role in assisting the unit member;
- (e) Techniques for measurement of improvement; and,
- (f) Time schedule for monitoring process.

19.6.3 No later than sixty (60) days prior to the close of the school year in which the evaluation takes place, a written copy of the evaluation shall be presented to the unit

member.

19.6.4 No later than April 15th of the school year, a conference will be held between the unit member and his/her evaluator to discuss the evaluation.

19.6.5 At the final conference each standard will be checked as: (a) performance unsatisfactory; (b) performance less than satisfactory; (c) performance satisfactory; or (d) satisfactory performance exceeded. If (a) or (b) is checked, the evaluator will explain under the section for recommendations.

19.6.6 A unit member shall have a period of five (5) days following the meeting to discuss the evaluation, to prepare and submit a written reaction response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the unit member's personnel file.

19.6.7 Unit members shall not evaluate other unit members.

19.6.8 None of the aforementioned shall be construed to mean that performance standards or the evaluator's judgment regarding the level of performance of a unit member shall be subject to the grievance procedure. Those matters as well as all other substantive matters regarding evaluation are expressly excluded from the grievance procedure.

19.7 Parent and Citizen Complaints: When an ' evaluator or immediate supervisor receives a parent or citizen complaint regarding the unit member which may be relevant to evaluation of the unit member, the unit member will be notified of the complaint and the unit member will be given an opportunity to discuss and resolve the matter, if possible, with the complaining party. If deemed desirable or necessary by the immediate supervisor or the unit member, the immediate supervisor or evaluator may take part in the conference. The evaluator may utilize such complaints in the evaluation process only if he/she has reasonable cause to believe that the complaint is factual.

19.8 Handling of Material in Personnel File Relevant to Performance Evaluation: Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are



to be made available for the inspection of the person involved.

19.8.1 Such material is not to include ratings, reports, or records which:

- (a) were obtained prior to the employment of the person involved;
- (b) were prepared by identifiable examination committee members; or,
- (c) were obtained in connection with a promotional examination.

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

19.8.3 Information of a derogatory nature, except material mentioned in Section 19.8.1, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

19.8.4 A unit member may be accompanied by his/her representative at such time as he/she is given an opportunity to review the material in his/her personnel file. No released time shall be granted the representative.

19.9 Lawful Non-School Related Activities: Evaluation of a unit member's performance shall not be predicated upon lawful, non-school related personal activities which have no impact on the unit member's effectiveness as an employee.

19.10 Safety: A unit member may suspend a student from his/her class for the day of the suspension and the day following for good cause. He/she shall report the suspension to his/her site administrator or designee, who must hold an informal hearing with the student to discuss the reason(s) for the suspension. The unit member must complete a Report of Suspension Form and notify the appropriate persons and/or agencies.

19.10.1 A written description of the rights and duties of all administrators and unit members with respect to student discipline (including the right to suspend students), shall be

presented to each unit member in writing within thirty (30) days of the effective date of this Agreement and the first day of each school year thereafter.

- 19.10.2 When, in the judgment of a unit member, a student requires the attention of the site administrator, assistant principal, counselor, psychologist, physician or other specialist, he/she shall follow the appropriate procedure established at the school to arrange a conference with the appropriate person(s).
- 19.10.3 A unit member may use reasonable force in the performance of duties, in accordance with section 44807 of the Education Code.
- 19.10.4 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their site administrator or other immediate supervisor who shall see that the incident is reported to the police and take other appropriate action.
- 19.10.5 If an altercation, disturbance or student discipline situation which occurred while the unit member was engaged in the reasonable performance of duties, results in a civil action against a unit member by a student or parent, such unit member may request the District to furnish legal counsel at District expense to defend the action.
- 19.10.6 The District shall reimburse any person or persons for the loss, destruction, or damage by arson, burglary or vandalism of personal property used for instruction in the schools of the District and not reimbursed by insurance. No payment shall be made for any item having a value of less than \$5 at the time of damage, nor shall any payment be made for repairs of less than \$5, and:
  - (a) Reimbursement shall not exceed \$100 nor be less than \$5 and shall be made only when written approval for the use of the personal property in the schools was given before the property was brought to school and when the condition and value of the property was agreed upon by the person or persons bringing the property and the school administrator or person appointed by him/her for this

purpose at the time the approval for its use was given. The form identified as Appendix J shall be used for this purpose.

- (b) The District shall at its discretion pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the unit member or vehicles when any such property is damaged in the line of duty without fault of the unit member or if such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty. Replacing or repairing, or paying for such damaged or stolen property will be limited to damages or values exceeding \$10, but not in excess of \$100. Collision, theft of a vehicle or contents, and damage to a vehicle resulting from actual theft are specifically excluded from this coverage.
- (c) Prior approval shall be obtained from the school administrator or the person appointed by him for this purpose, for the use of personal vehicles in line of duty. Such approval shall contain all information identifying the vehicle to be used, insurance coverage to include limits, of coverage, the insurance carrier and the condition of the vehicle. The form identified as Appendix J shall be used for this purpose.
- (d) In the event the unit member is paid the costs of replacing or repairing any such property, or the actual value of such property, the school district shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property, in accordance with Education Code section 35176. No reimbursement shall be made for mysterious

disappearance, accidental damage or any other loss suffered because of lack of supervision by the owner. The property shall not remain in the District over a weekend, on holidays or during vacation period without the prior written approval of the unit member's immediate supervisor.

19.10.7 No unit members, except nurses, shall be authorized to transport students in their personal automobiles. Nurses, when using their own cars on District- authorized business, shall be covered by the District's insurance policy.

19.10.8 If the District assigns a unit member to duties which require the unit member to utilize his/her personal automobile to perform those duties, then the unit member shall be reimbursed for such use on a flat rate or a per mile basis in a manner consistent with District policy. (Note: This provision does not apply to situations like attendance at a District-called general meeting.)

19.10.9 Unit members, except for nurses as allowed by law, shall not perform medical procedures for a student, except in cases of emergency.

19.10.10 Upon discovery, unit members shall be required to report in writing to their immediate supervisors any unsafe condition of the physical work environment. Upon receipt of the written report of the unsafe conditions(s) from the immediate supervisor, the District shall investigate the complaint promptly. If the District determines, after investigation that the reported condition(s) is unsafe, the District shall act within a reasonable period of time to remedy such unsafe condition(s).

19.10.11 Classrooms shall have lockable doors and windows which are maintained in good working order.

19.11 Transfers and Reassignments: The procedures for transfers and reassignments of Adult School Teachers shall be the same as those set forth in Article 8.

19.12 Leaves: Article 12, Leaves, shall apply to Unit B unit members with the following modifications:

19.12.1 All leaves shall be available to full-time unit members. Part-time unit members

shall be eligible for all leaves except Bereavement Leave, Opportunity Leave, and Sabbatical Leave.

19.12.2 For the purposes of this Article, "full-time unit member" means an employee who is employed twenty (20) hours or more per week in the Adult School Program. "Part-time unit member" means a unit member who is employed fewer than twenty (20) hours in the Adult School Program.

19.13 Personal Illness and Injury Leave: Article 12, Leaves, Section-12.2, Personal Illness and Injury Leave, shall apply to Unit B members with the following modifications:

19.13.1 Unit members shall be entitled to one (1) hour of paid leave for each twenty (20) hours of work for purposes of personal illness or injury.

19.13.2 A part-time unit member shall not be allowed to return to work and shall be placed on leave without pay if the unit member fails to notify the District of his/her intent to return to work at least four (4) hours prior to the beginning of his/her work for that day.

19.14 Eligibility for Step I and Step II shall be determined in accordance with the following provisions:

19.14.1 An adult school unit member who has been assigned to the Adult School Program for less than one (1) year is eligible for Step I placement.

19.4.2 An adult school unit member who has been assigned to the Adult School Program for one (1) year or more is eligible for Step II placement.

19.14.3 An adult school unit member who has been assigned to the. Adult School Program for two (2) years or more is eligible for Step III placement.

19.14.4 Unit members are entitled to the following paid holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

19.15 Part-Time Unit Members: For the purpose of this Article, unit members who are scheduled to work twenty (20) or more hours per week are considered full-time employees. Unit members scheduled to work less than twenty (20) hours per week shall contribute to the premiums for the selected plans in accordance with the following schedule:

(a) Less than twenty (20) hours per week, but more than sixteen (16)

hours per week: unit members shall make a contribution equal to twenty-five percent (25%) of the premiums:

- (b) Sixteen (16) hours per week: unit members shall make a contribution equal to fifty percent (50%) of the premiums.
- (c) Less than sixteen (16) hours per week: unit members are not eligible for health and welfare benefits.

19.16 Early Retirement Incentive Program: Eligible unit members who retire between the ages of 55 and 65 shall be entitled to participate in the Early Retirement Incentive Program upon verification of eleven (11) years of credited service in the District.

19.16.1 The District shall pay fifty percent (50%) of the group health, dental, vision and life insurance premiums for early retirees between 55 and 65 years of age. For a period of three (3) years beginning with a retiree's 65th birthday, the District shall pay fifty percent (50%) of the premium for a medicare supplement plan which has been approved by the District.

19.16.2 Those eligible unit members who retired during the 1993-1994 school year shall be eligible to apply for the retirement plan negotiated during the 1993-1994 school year.

19.17 Changing Coverage: Unit members may change from one health or dental plan to another during the open enrollment period each year. Unit members must have been enrolled in a vision plan for a two (2) year period before they will be allowed to change to another, and then only during open enrollment.

19.17.1 Unit members may change from one health insurance carrier to another during the open enrollment period each year.

19.17.2 Unit members who work a complete school year shall maintain Health and Welfare Benefits in the currently selected plan, as an active participant, effective through the end of the month following the month in which the unit member's employment ends. These unit members may elect COBRA coverage and, subject to the unit member meeting the requirements in Article 19.17.2.1.1-19.17.2.1.2, coverage will be available

to the unit member through COBRA for a maximum of two months following the termination of active coverage in the medical benefits plan. For that maximum two month period, the District will continue to reimburse its share of the medical contributions.

For purposes of Section 19.17.2, a complete school year means that an employee is in paid status – exclusive of time an employee is on paid administrative leave where the employee does not return from such leave by reason of the employee’s employment with the District ending – at least 75% of the days the schools are in session and is employed on the last day of the employee’s contractual work year.

19.17.2.1 For those unit members described above, at the conclusion of a school year, the District will reimburse the employee, if applicable:

19.17.2.1.1 Any amounts withheld from the tenthsly withholdings that would have been used as the unit member's portion of the medical premium payments for the 11th and 12th months of coverage for the unit member if he/she had remained a District employee beyond the conclusion of the unit member’s contractual work year of the respective year.

19.17.2.2 Separations Other Than Retirement

19.17.2.2.1 In addition, as long as the unit member whose employment with the District ended for reasons other than retirement provides proof that he/she has timely elected COBRA coverage, for the up to two month period following the termination of active coverage in the medical benefits, upon receipt of proof of payment as explained below, the District will reimburse the unit member the amount of the District’s portion of the unit member’s monthly medical benefit premium as well as any administrative fee charged to the unit member for receiving coverage under

COBRA.

19.17.2.2.2 To be eligible for reimbursement under this Section, an employee must elect COBRA within 60 calendar days from the date the COBRA notice is sent to the unit member or 60 calendar days from the date his/her member coverage as an active member ceases, whichever is later. If a unit member does not elect COBRA timely, he/she will not be eligible to receive reimbursement under this Section.

19.17.2.2.3 To receive this reimbursement, the unit member must provide the District with documentation demonstrating that he/she made the COBRA premium payment to the applicable carrier no later than December 1st. Such documentation may consist of a canceled check and billing statement from the carrier or a billing statement from the carrier that establishes payment was made. Upon receipt of that documentation, the District will reimburse the unit member within 5 business days.

19.17.2.2.4 If the unit member obtains medical coverage through another source within the two month period following the termination of active coverage in the medical benefits, the unit member shall notify the District of this fact and the District's obligation to reimburse the unit member will cease.

19.17.2.3 The District will provide information to unit member regarding their eligibility for reimbursement under Section 19.17.2.1 and Section 19.17.2.2 for separations other than retirement. The information will be provided as part of the District's COBRA notice or in a separate cover letter sent at the same time as the COBRA notice.

19.17.2.4 In the following situations, the parties agree to immediately reopen



negotiations to address this Section:

19.17.2.4.1 If the laws and regulations addressing an employee's ability to remain an active participant in a medical benefits plan offered through CalPERS following the unit member's employment ending are modified, revised, or repealed; or

19.17.2.4.2 If the District moves from CalPERS as its provider of medical benefits to another provider whose rules and/or requirements are inconsistent with this Section.

19.17.3 Unit members who are employed subsequent to the first day of a payroll period shall have Health and Welfare Benefits commence on the first day of the payroll period following the effective date of their employment.

19.17.4 Unit members who terminate their employment prior to the close of the school year shall be covered under the District's Health and Welfare Program through the last day of the payroll period for which premiums have been paid.

19.18 Adult School Teachers currently employed full-time in the District having a valid K-12 California teaching credential shall have the opportunity to enter the District's K-12 voluntary transfer pool for the purpose of interviewing for teaching positions. Such teachers shall be afforded credit for previous service experience for step increment up to nine (9) years on the salary schedule.

## **ARTICLE 20**

### **PEER ASSISTANCE PROGRAM**

The Association and the District agree that the purpose of teacher involvement in the Peer Assistance and Review process is to enhance teaching performance through the rendering of assistance. Consulting Teachers and teacher members of the Peer Assistance and Review Panel shall not be involved in the formal evaluation procedures as defined in Article 9. This program is to be closely coordinated with other District programs for training and assistance to beginning teachers.

#### 20.1 Purpose

20.1.1 The Peer Assistance and Review Program provides exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, instructional techniques and strategies, classroom management, and learning environment.

20.1.2 The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has received an overall unsatisfactory evaluation in the areas of subject matter knowledge, instructional techniques and strategies, classroom management, and learning environment. The Program's assistance shall be provided through Consulting Teachers as described in detail in Sections 20.4.2 and 20.4.3. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article 9 and Education Code section 44660, et seq., except for making available to the evaluator and member the results of the unit member's participation in the Program.

20.1.3 The Program resources shall be utilized in the following priority: first, for Participating Teachers with an unsatisfactory evaluation; second, for Beginning Participating Teachers; and third if resources permit, for Volunteer Participating Teachers on evaluation cycle; and finally, for other Volunteer Participating Teachers.

## 20.2 Definitions for Purposes of this Article

- 20.2.1 "Consulting Teacher": An exemplary K-12 classroom teacher meeting the requirements of Subsection 20.4.2.1 who is selected by the Joint Panel to provide Program assistance to a participating teacher.
- 20.2.2 "Classroom Teacher": Any member of the certificated bargaining unit assigned to a K-12 classroom who is covered by the certificated evaluation, Article 9.
- 20.2.3 "Participating Teacher with an Unsatisfactory Evaluation": A unit member with permanent status whose most recent performance evaluation, contained an overall unsatisfactory evaluation in the areas of subject matter knowledge, instructional techniques and strategies, classroom management, and learning environment, as specifically designated by Article 9 and who receives an unsatisfactory on the final evaluation form.
- 20.2.4 "Beginning Participating Teacher": Any unit member having probationary or temporary status, or any District teaching intern participating in a program established according to Education Code sections 44305, *et seq.* and 44325, *et seq.*
- 20.2.5 "Volunteer Participating Teacher": Any unit member with permanent status whose last three (3) performance evaluations have been rated as an overall "satisfactory," or "meets standards" and who wants to engage in a professional growth activity utilizing a Consulting Teacher's assistance.
- 20.2.6 "Principal": A certificated administrator appointed by the District to evaluate a certificated teacher.

## 20.3 Program Outline

### 20.3.1 For Participating Teachers with an Unsatisfactory Evaluation

- 20.3.1.1 Any permanent teacher with an overall unsatisfactory evaluation in the areas listed in Section 20.2.6 must participate in the Program.
- 20.3.1.2 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher's

evaluator after the Participating Teacher receives the unsatisfactory rating.

20.3.1.2.1 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code section 44662. These recommendations shall be considered as the performance goals required by Education Code sections 44664(a) and 44500(b)(2).

20.3.1.2.2 The Principal and the Consulting Teacher assigned to the Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the evaluation and the types of assistance that should be provided by the Consulting Teacher.

20.3.1.2.3 The Consulting Teacher and the evaluating Principal are expected to coordinate and align the assistance provided to the Participating Teacher.

20.3.1.2.4 The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in Section 20.4.3, which shall also involve conducting multiple classroom observations, visitations and conferences with the Participating Teacher.

20.3.1.3 Before April 1st of each year, the Consulting Teacher shall complete a final written report evaluating the teacher's participation in the Program consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Principal.

20.3.1.4 After receiving the report, the Joint Panel shall determine whether the

Participating Teacher will benefit from continued participation in the Program.

- 20.3.1.5 The teacher will continue participating in the Program until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District.
- 20.3.1.6 The District has the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory Improvement.
- 20.3.1.7 The Consulting Teacher shall conduct multiple classroom observations, visitations, and conferences with each Participating Teacher.
- 20.3.1.8 The Consulting Teacher's report on the participation in the Program, as defined in Subsection 20.3.1.3 above, shall be made available to the District for placement in the Participating Teacher's personnel file.
- 20.3.1.9 The Joint Panel will make an annual report to the Board of Trustees and the Association regarding the Program's impact, improvements to be made in the Program and any recommendations regarding Program participation.

20.3.2 For Beginning Participating Teachers

- 20.3.2.1 A Consulting Teacher will be assigned to one (1) or more Beginning Teachers to provide assistance. The Consulting Teacher shall concentrate the assistance in the area of the California State Teaching Standards.
- 20.3.2.2 The Consulting Teacher and the evaluating Principal shall coordinate the assistance provided to the Beginning Teacher(s).
- 20.3.2.3 The Consulting Teacher shall provide a report to the participating teacher describing the assistance given.
- 20.3.2.4 The Consulting Teacher shall provide an annual assessment of the Program's overall effectiveness and specific areas for improvement in the Program to the Joint Panel. The Joint Panel will annually report to the

Board of Trustees and the Association on the overall effectiveness of the Program for Beginning Teachers.

20.3.3 For Volunteer Participating Teachers

20.3.3.1 Any teacher in the off year of the evaluation cycle, may utilize a Consulting Teacher's assistance. A Permanent Teacher who has had a satisfactory evaluation may apply to participate in the program.

20.3.3.2 Volunteer Participating Teachers are expected to be high performing individuals who wish to grow and learn with the assistance from a peer, or who may be seeking assistance due to a change in assignment or the institution of new curriculum. Each year the Joint Panel, in consultation with the District administration, may select certain curricular areas or skills for emphasis with a select number of Consulting Teachers.

20.4 Governance and Program Structure

20.4.1 Joint Panel

20.4.1.1 The Peer Assistance and Review Program will be administered by a Panel consisting of seven (7) members, four (4) certificated classroom teachers selected by the Association and three (3) administrators appointed by the District. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers as set forth in Section 20.4.2.1. A panel member's term shall be three (3) years, except the first terms of the teacher members will be two (2) with two-year terms and two (2) with three- year terms.

20.4.1.2 The Joint Panel will make all decisions through consensus in the areas of appointments, reports and recommendations to the Board of Trustees, and Program plan and budget. Failing consensus, decisions will be made by majority vote. Five (5) of the seven (7) Panel members will constitute a quorum for purposes of meeting and conducting business.

20.4.1.3 The Joint Panel's primary responsibilities involve establishing the annual Program and budget, and selecting and overseeing the Consulting Teachers. In addition, the Panel is responsible for:

- submitting to the Board of Trustees and the Association an annual evaluation of the Program's impact, including recommendations regarding Participating Teachers with unsatisfactory evaluations, and, if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;
- assigning the Consulting Teachers;
- reviewing Consulting Teachers' reports on Participating Teachers with permanent status referred to the Program because of unsatisfactory evaluations;
- evaluating the effectiveness of the Consulting Teachers in the role of Consulting Teacher;
- the Joint Panel will develop the selection and removal criteria for Consulting Teachers;
- coordinating with the District to provide training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers;
- forwarding to the Human Resources Department at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records, except as set forth in Section 20.3.1.8 in this document; and
- establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Panel's chair.

20.4.1.4 The Panel shall use the following procedure for establishing the annual

Program plan and budget:

- (a) By September 30, 2000 the Panel will establish a Program and budget for the 2006-2007 school year. For each succeeding year this process will be completed by May 1st which will include:
- The estimated state revenues for the Program;
  - The estimated expenditures;
  - Projected number of Participating Teachers;
  - Projected number of Consulting Teachers needed to service the projected need;
  - Released time for the Panel and Consulting Teachers; Pay for Panel members and Consulting Teachers that is consistent with the parameters established by the negotiating parties; and,
  - Projected costs for training, administrative overhead, and, if necessary, legal and consulting assistance.
- (b) By June 1st, beginning in 2001, the Program plan/budget will be submitted to the Association President and the Superintendent/Designee for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By July 1st, if the parties cannot reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be implemented as submitted by the Panel.
- (c) District participation shall be contingent upon receipt by the District of sufficient revenue to which it is entitled to fully pay the cost of the program.



- (d) There will be no encroachment of the general fund of the District to fund the Peer Assistance and Review Program.

## 20.4.2 Consulting Teachers

### 20.4.2.1 Minimum qualifications for Consulting Teacher:

- A credentialed classroom teacher with permanent status and at least five (5) years of recent teaching experience;
- Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge,
- Knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts;
- Ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or District committees.

20.4.2.2 Consulting Teacher positions shall be filled by the District posting the position. Each applicant will be required to submit a completed application, which shall include at least three (3) references from individuals who have direct knowledge of the applicant's abilities for the position. A reference from a Principal is preferred, although not necessary. All applications and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Panel will make the selection, which will be forwarded to the Superintendent/Designee and the Association President. The Panel's procedures for selecting Consulting Teachers shall include provisions for classroom observation of Consulting Teacher candidates.

20.4.2.3 The Joint Panel will assign Consulting Teachers. Within the first six (6) weeks of the regular school year, either the Consulting Teacher or the

Participating Teacher may petition the Panel for an assignment change for good reasons. The Participating Teacher shall be allowed only one (1) change per year.

20.4.3 Consulting Teachers shall provide assistance to Participating Teachers in subject matter knowledge, instructional techniques and strategies, classroom management, and learning environment. This assistance may include, but not be limited to, the following activities:

- (a) providing consultative assistance to improve in the specific areas targeted by the evaluating Principal or the California Teaching Standards;
- (b) meeting and consulting with the Principal or designee regarding the nature of the assistance being provided;
- (c) observation, visitation and conferences with the Participating Teacher during periods of classroom instruction;
- (d) allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;
- (e) attending specific training in specified teaching techniques or in designated subject matter;
- (f) demonstrating good practices to the Participating Teacher; and,
- (g) maintaining appropriate records of each Participating Teacher's activities and progress.

## 20.5 Other Provisions

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

20.5.2 Unit members who perform functions as Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6

(commencing with section 810) of Title I of the California Government Code.

### 20.5.3 Records

20.5.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code section 6250, *et seq.*). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

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

20.5.3.3 All the documents for the Program will be filed by the Human Resources Department separately from the individual personnel records, except as set forth in 21.3. 1. 8 above.

### 20.6 Annual Stipends

20.6.1 The Consulting Teacher will be released from classroom responsibilities for the purpose of providing service to Participating Teachers. The District and the Association recognize that more time may be necessary to effectively deliver the needed assistance. Therefore, Consulting Teachers will receive a stipend of \$4,000 per year in addition to their contract salary. The funds are available only as long as the program and categorical dollars continue for this specific purpose.

20.6.2 The members of the Panel will have the responsibility for setting up the application process, the training program, and the program evaluation. The teacher members of the panel will be compensated at their daily rate for work done outside of the teacher calendar year. In addition, the teacher members of the panel will receive a stipend of \$3,000 per year.

20.6.3 Consulting Teachers will receive one-half (1/2) their annual stipend in February and the other half in June. These payments will be made by separate check.

20.6.4 Teacher members of the Panel will be compensated in October by separate check for work performed during the summer. Their annual stipend will be paid on-the same schedule as the consulting teachers.

## ARTICLE 21

### REIMBURSEMENT FOR LOSS, DESTRUCTION, OR DAMAGE OF PERSONAL PROPERTY

- 21.1 General Provisions Applicable to Paragraphs 21.2, 21.3. and 21.4 Any claim made pursuant to this Article must be received in the Human Resources Department within fifteen (15) workdays of the date of loss, destruction, or damage for which reimbursement is sought.
- 21.1.1 No payment shall be made for any item having a value of less than \$10 at the time of loss, destruction, or damage.
- 21.1.2 No payment shall be made for repairs costing less than \$10.
- 21.1.3 Reimbursement shall not exceed \$200.
- 21.1.4 In the event the unit member is paid the cost of replacing or repairing any such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property.
- 21.1.5 No reimbursement shall be made for mysterious disappearance, accidental damage or any other loss suffered because of lack of supervision by the owner.
- 21.1.6 The property covered by this Article shall not remain in the District over a weekend, on holidays or during vacation periods without the prior written approval of the unit member's immediate supervisor.
- 21.2 Personal Property Used for Instruction in the Schools: Under the General Provisions set forth above and in accordance with the additional requirements specified in this subsection, the District shall reimburse a unit member for the loss, destruction, or damage by arson, burglary or vandalism of personal property used for instruction in the schools of the District and not reimbursed by insurance. Reimbursement shall not be made unless advance written approval for the use of the personal property in the schools was given before the property was brought to the school and unless the condition and value of the property was agreed upon between the unit member and the site administrator or designee. The form identified as Appendix J shall be used for this purpose. The form shall be effective only for the remainder of the school

year in which it was approved.

21.3 Personal Vehicles Authorized for Use in the Line of Duty: Under the General Provisions set forth above and in the accordance with the additional requirements specified in this subsection, the District shall reimburse unit members for loss, damage, or destruction of personal vehicles authorized for use in the line of duty. Prior approval shall be obtained from the site administrator or designee for use of personal vehicles in the line of duty. Such approval shall identify the vehicle to be used, specify the nature and limits of insurance coverage and the name of the insurance carrier, and describe the condition of the vehicle. The form identified as Appendix J shall be used for this purpose.

21.4 Personal Property Damaged in the Line of Duty (Excluding Vehicles): Under the General Provisions set forth above, the District shall, at its discretion, pay the cost of replacing or repairing property of unit members such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member when any such property is damaged in the line of duty without the fault of the unit member or when such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty.

## **ARTICLE 22**

### **SUPPORT OF AGREEMENT**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association or under the provisions of Article 26 – Duration.

## **ARTICLE 23**

### **COMPLETION OF MEET AND NEGOTIATION**

- 23.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District, or the Association, at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 23.2 This Article is not to be construed as limiting the right of the Association to meet and negotiate on a successor Agreement as provided in Article 26 – Duration.
- 23.3 The District and the Association shall not discriminate or take any adverse action or reprisal against any bargaining unit member or the Association because of their participation or non-participation in activities related to or arising from concerted activities during the course of negotiation of this successor Agreement.



## **ARTICLE 24**

### **CONCERTED ACTIVITIES**

- 24.1 It is understood that there will be no strike, work stoppage, slowdown, refusal or failure to perform job functions and responsibilities or other unreasonable interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.
- 24.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, or refusal or failure to perform job functions and responsibilities by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.
- 24.3 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the District.
- 24.4 It is understood that in the event this Article is violated by the Association the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement.

## **ARTICLE 25**

### **SAVINGS PROVISION**

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

## ARTICLE 26

### DURATION OF CONTRACT

26.1 This Agreement shall be in effect from July 1, 2021 through June 30, 2024.

26.1 2022-2023 School Year Reopeners

There shall be no reopeners for the 2022-2023 school year, except as provided in the parties' Agreement.

26.2 2023-2024 School Year Reopeners

There shall be reopeners for the 2023-2024 school year on Article 15.1 – District Medical Benefits Contribution and Article 16.2 – Salary as well as one non-economic Article of each party's choosing. In addition, Article 9 – Evaluation Procedures and Article 21 – Peer Assistance and Review Program will be reopened.

26.3 The parties agree to complete their sunshine obligations as set out in Government Code section 3547 for a successor collective bargaining agreement no later than January 20, 2024.

## ARTICLE - 27

### DEPARTMENT CHAIRPERSONS

- 27.1 Department Chairpersons shall serve a term not to exceed three (3) years.
- 27.2 When the District learns by March 15th, that a Department Chairperson assignment will become available at the end of that school year it shall post at the site of the assignment a vacancy announcement regarding the assignment prior to April 1st. When the District learns of the availability of such an assignment after March 15th, but prior to the end of the school year, it shall post at the site a vacancy announcement regarding the assignment as soon as feasible. When the District learns of the availability of an assignment during the summer recess, the District shall mail a vacancy announcement regarding the assignment to each unit member who was employed at the site of the assignment as of June 30th.
- 27.3 Such vacancy announcement shall include: (1) Brief job description, (2) Statement of the duties and responsibilities, (3) Minimum qualifications, (4) Application requirements, (5) Screening procedure, (6) Period of employment, and (7) Annual stipend.
- 27.4 Department Chairpersons shall be selected in accordance with the following procedure:

#### 27.4.1 Application

The following documents must be submitted to the Human Resources Department:

- (a) An application form for the position; and,
- (b) A supplementary information sheet. Applications will be accepted through the closing date. No application will be processed unless all required documents are submitted prior to the closing date and the applicant meets the eligibility requirements for the assignment.

#### 27.4.2 Screening Procedure

- 1. Phase I - Paper screening by the Screening Panel convened under the auspices of the Human Resources Department; and,
- 2. Phase II - Oral interview by the Screening Panel convened under the auspices of the Human Resources Department.

3. Each Screening Panel shall include:
  - a. Building Principal or designee;
  - b. Assistant Principal - Instruction;
  - c. Two (2) teachers from the Department elected by the Department; and,
  - d. Representative from School Advisory Council in Oral Interview only. (This representative shall not be a District employee).
4. Candidates will be rated in accordance with the scale indicated on OCP Form 122.
5. The Human Resources Department will tally the scores and submit the names of the top three (3) candidates, or the lesser number of candidates, to the Principal.
6. Within three (3) workdays after submission of the names, the Principal shall submit to the Human Resources Department, his/her recommendation.
7. The Human Resources Department will inform the Superintendent/Designee of the Principal's selection prior to submission of the selectee's name to the Board of Trustees for approval.
8. Effective the 1987-1988 school year persons selected as department chairpersons shall receive \$50 per FTE annually and shall receive only one (1) preparation period during the workday.

27.5 Persons selected as Department Chairpersons shall receive a \$100 per FTE (Full Time Equivalent) stipend annually beginning in the 1990-1991 school year and shall receive only one (1) preparation period during the workday.

## ARTICLE 28

### ATHLETIC DIRECTOR

- 28.1 Athletic Directors shall serve a term not to exceed three (3) years.
- 28.2 When the District learns by March 15th that an Athletic Director assignment will become available at the end of that school year, it shall post at the site of the assignment a vacancy announcement regarding the assignment prior to May 1st. When the District learns of the availability of such an assignment after March 15th, but prior to the end of the school year, it shall post at the site a vacancy announcement regarding the assignment as soon as feasible. When the District learns of the availability of an assignment during the summer recess, the District shall mail a vacancy announcement regarding the assignment to each unit member who was employed at the site of the assignment as of June 30th.
- 28.3 Athletic Directors shall be selected in accordance with the following procedure: Application

The following documents must be submitted to the Principal:

- a. An application form for the position; and
- b. A supplementary information sheet.

Applications will be accepted through the closing date. No application will be processed unless all required documents are submitted prior to the closing date and the applicant meets the eligibility requirements for the assignment. The applications will be screened by a panel which shall include:

- a. Principal;
- b. Assistant Principal - Athletics;
- c. Teacher from the P. E. Department selected by Unit A members at the site;
- d. Head Coach from the unit selected by Unit A members at the site; and
- e. Community Representatives from the Adult Booster Club.

1. Candidates will be rated in accordance with the scale indicated on OCP Form 122.

2. The panel will tally the scores and submit the names of the top three (3) candidates or lesser number of candidates, to the Principal.
3. Within three (3) workdays after submission of the names, the Principal shall submit to the Human Resources Department, his/her recommendation.
4. The Human Resources Department will inform the Superintendent/Designee of the Principal's selection prior to submission of the selectee's name to the Board of Trustees for approval.

28.4 Persons selected as Athletic Directors shall receive an annual stipend equivalent to the stipend paid to Head Coach, and in addition shall be entitled to two (2) free periods to perform the Athletic Director's responsibilities. The free periods are in addition to the preparation period provided by Article 7.10.

## ARTICLE 29

### ROP TEACHERS

The provisions of this Agreement, except Articles 7, 13, 14, 16, 19, 20, 27 and 28, shall apply to Unit C. The following provisions shall apply only to Unit C.

- 29.1 Full-Time ROP Teachers: Normally, the length of the unit members' workday shall be no more than six (6) hours, exclusive of lunch. The day may be longer when unit members are assigned adjunct duties. Adjunct duties shall be defined as parent conferences, committee assignments, faculty meetings at the school site, back-to-school nights, public schools week/open house, student supervision, and other assignments which are necessary for the efficient operation of the ROP. Unit members may voluntarily perform duties beyond the five (5) hour day, but this shall not count as assigned adjunct duty time. Administrators shall not request volunteers for adjunct duties as defined in this section.
- 29.2 The adjunct duties of unit members shall be limited to ten (10) hours per year, if they work at least twenty (20) hours per week; or fifteen (15) hours per year, if they work twenty-five (25) hours per week; or twenty (20) hours per year, if they work thirty (30) hours per week; unless the unit member is reimbursed for hours in excess of their required number of hours at the "Other Extra Duty Assignment" rate found in Appendix A2.
- 29.3 Unit members shall report to work at least ten (10) minutes prior to the beginning of their instructional day.
- 29.4 Each unit member shall be entitled to an unpaid duty-free lunch period of thirty (30) minutes.
- 29.5 Evaluation Procedures:
- 29.5.1 Frequency of Evaluation: Unit members who are full-time shall be evaluated at least once every other year. Unit members who are part-time shall be evaluated at least once each year.
- 29.5.2 Evaluator: The evaluator shall be the unit member's immediate supervisor and/or other management or supervisory employee who is so designated, by the District. A unit member shall be notified who is to be his/her evaluator by October 15th of each



year.

29.5.3 Evaluators shall, by October 30th of each school year, hold one (1) or more staff meetings to review the procedures for setting standards, techniques for assessment, and to review the evaluation calendar for the year.

29.5.4 Procedures for Setting Standards Shall Be: Prior to October 30th of each year, each unit member and his/her evaluator shall meet in an initial evaluation conference to draft the mutually determined standards to be achieved and the techniques for assessing the achievement of the standards. The date of the conference will begin the period of observation and follow-up conference, which may be necessary to the evaluation process. Unit members shall be held accountable for their performance from the first day of the school year.

29.5.4.1 The techniques to be used for assessing the achievement of the mutually determined standards shall be listed on the evaluation report form each area to be evaluated.

29.5.4.2 A good faith effort will be made to reach mutual agreement on the following elements:

- (a) The establishment of standards of accepted student progress in each area of study and of techniques for the assessment of the progress;
- (b) Assessment of certificated personnel competence as it relates to the established standards;
- (c) Assessment of other duties normally required to be performed by certificated employees as an adjunct to regular assignments; and,
- (d) The establishment of procedures and techniques for ascertaining that the certificated employee is maintaining proper control and is preserving a suitable learning environment.

29.5.4.3 If a teacher and his/her evaluator cannot reach agreement on the

standards or assessment methods, the evaluator shall determine the standards and assessment methods. The unit member may note for the record and attach to the final determination, his/her disagreement with the standards and assessment method.

29.5.5 Procedures for Evaluation: The performance of unit members may be evaluated at any time without prior notice. Observations and visitations will be openly conducted. Hearsay may be utilized in the evaluation process only if the evaluator has reasonable cause to believe the hearsay is factual.

29.5.5.1 Prior to the final evaluation conference, there will be one (1) formal announced visitation during each school year for permanent unit members and one (1) per semester for probationary unit members.

29.5.5.2 Suggestions for improvement (Remediation Plan). When the evaluator indicates to a unit member that improvement is required, specific suggestions must be made in writing to include:

- (a) Areas where improvement is needed;
- (b) Specific suggestions for improvement;
- (c) Additional resources that will be utilized to assist with improvement where recommended by the evaluator;
- (d) Evaluator's role in assisting the unit member;
- (e) Techniques for measurement of improvement; and,
- (f) Time schedule for monitoring process.

29.5.5.3 No later than sixty (60) days prior to the close of the school year in which the evaluation takes place, a written copy of the evaluation shall be presented to the unit member.

29.5.5.4 No later than April 15th of the school year, a conference will be held between the unit member and his/her evaluator to discuss the evaluation.

29.5.5.5 At the final conference each standard will be checked as: (a) performance

unsatisfactory;

(b) performance less than satisfactory;

(c) performance satisfactory; or,

(d) satisfactory performance exceeded.

If (a) or (b) is checked, the evaluator will explain under the section for recommendations.

29.5.5.6 A unit member shall have a period of five (5) days following the meeting to discuss the evaluation and to prepare and submit a written reaction response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the unit member's personnel file.

29.5.5.7 Unit members shall not evaluate other unit members.

29.5.5.8 None of the aforementioned shall be construed to mean that performance standards or the evaluator's judgment regarding the level of performance of a unit member shall be subject to the grievance procedure. Those matters as well as all other substantive matters regarding evaluation are expressly excluded from the grievance procedure.

29.5.6 Parent and Citizen Complaints: When the evaluator or immediate supervisor receives a parent or citizen complaint regarding the unit member which may be relevant to evaluation of the unit member, the unit member will be notified of the complaint and the unit member will be given an opportunity to discuss and to resolve the matter, if possible, with the complaining party. If deemed desirable or necessary by the immediate supervisor or the unit member, the immediate supervisor or evaluator may take part in the conference. The evaluator may utilize such complaints in the evaluation process only if he/she has reasonable cause to believe that the complaint is factual.

29.5.7 Handling of Material in Personnel File Relevant to Performance Evaluation:

Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

29.5.7.1 Such material is not to include ratings, reports, or records which:

- (a) were obtained prior to the employment of the person involved;
- (b) were prepared by identifiable examination committee members; or,
- (c) were obtained in connection with a promotional examination.

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

29.5.7.3 Information of a derogatory nature, except material mentioned in Section 29.5.7.1, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

29.5.7.4 A unit member may be accompanied by his/her representative at such time as he/she is given the opportunity to review the material in his/her personnel file. No released time shall be granted the representative.

29.5.8 Lawful Non-School Related Activities. Evaluation of a unit member's performance shall not be predicated upon lawful, non-school related personal activities which have no impact on the unit member's effectiveness as an employee.

29.6 Transfers and Reassignments: The procedures for transfers and reassignments of ROP teachers shall be the same as those set forth in Article 8.

29.7 Leaves: Article 12, Leaves, shall apply to Unit C members with the following modifications:

29.7.1 All leaves shall be available to full-time unit members. Part-time unit members shall be eligible for all leaves except Bereavement Leave, Opportunity Leave, and Sabbatical Leave.

29.7.2 For the purposes of this Article, "full-time unit member" means an employee who is employed twenty-five (25) hours or more per week in the ROP program "Part-time unit member" means an employee who is employed fewer than twenty-five (25) hours in the ROP program.

29.8 Personal Illness and Injury Leave: Article 12, Leaves, Section 12.2, Personal Illness and Injury Leave, shall apply to Unit C members with the following modifications:

29.8.1 Unit members shall be entitled to one (1) hour of paid leave for each twenty (20) hours of work for purposes of personal illness or injury or other applicable leaves for which sick leave can be used.

29.8.2 A part-time unit member shall not be allowed to return to work and shall be placed on leave without pay, if the unit member fails to notify the District of his/her intent to return to work at least four (4) hours prior to the beginning of his/her work for that day.

29.9 Health, Dental and Vision Care Coverage: Eligible unit members and their dependents shall be provided health, dental and vision care coverage, the premiums for which shall be fully paid by the District. Unit members may select one of the approved plans in each coverage.

29.10 Life Insurance: Eligible unit members shall be provided with \$5,000 group term life insurance policy, the premiums for which shall be fully paid by the District. Unit members may be eligible for additional coverage up to \$50,000 under the group policy. The premiums for such additional coverage shall be paid by the unit members.

29.11 Part-time Unit Members: For the purpose of this Article, unit members who are scheduled to work five (5) or more hours per day are considered full-time employees. Unit members scheduled to work less than five (5) hours per day shall contribute to the premiums for the selected plans in accordance with the following schedule:

(a) Four (4) hours; unit members shall make a contribution equal to fifty

percent (50%) of the premiums.

- (b) Less than four (4) hours; unit members are not eligible for health and welfare benefits.

29.12 Changing Coverage: Unit members may change from one health or dental plan to another during the open enrollment period each year.

29.12.1 Unit members may change from one health insurance carrier to another during the open enrollment period each year.

29.12.2 Unit members who work a complete school year shall maintain Health and Welfare Benefits in the currently selected plan, as an active participant, effective through the end of the month following the month in which the unit member's employment ends. These unit members may elect COBRA coverage and, subject to the unit member meeting the requirements in Article 29.12.2.1.1-29.12.2.1.2, coverage will be available to the unit member through COBRA for a maximum of two months following the termination of active coverage in the medical benefits plan. For that maximum two month period, the District will continue to reimburse its share of the medical contributions.

For purposes of Section 29.12.2, a complete school year means that an employee is in paid status – exclusive of time an employee is on paid administrative leave where the employee does not return from such leave by reason of the employee's employment with the District ending – at least 75% of the days the schools are in session and is employed on the last day of the employee's contractual work year.

29.12.2.1 For those unit members described above, at the conclusion of a school year, the District will reimburse the employee, if applicable:

29.12.2.1.1 Any amounts withheld from the tenthly withholdings that would have been used as the unit member's portion of the medical premium payments for the 11th and 12th months of coverage for the unit member if he/she had remained a District employee

beyond the conclusion of the unit member's contractual work year of the respective year.

#### 29.12.2.2 Separations Other Than Retirement

29.12.2.2.1 In addition, as long as the unit member whose employment with the District ended for reasons other than retirement provides proof that he/she has timely elected COBRA coverage, for the up to two month period following the termination of active coverage in the medical benefits, upon receipt of proof of payment as explained below, the District will reimburse the unit member the amount of the District's portion of the unit member's monthly medical benefit premium as well as any administrative fee charged to the unit member for receiving coverage under COBRA.

29.12.2.2.2 To be eligible for reimbursement under this Section, an employee must elect COBRA within 60 calendar days from the date the COBRA notice is sent to the unit member or 60 calendar days from the date his/her member coverage as an active member ceases, whichever is later. If a unit member does not elect COBRA timely, he/she will not be eligible to receive reimbursement under this Section.

29.12.2.2.3 To receive this reimbursement, the unit member must provide the District with documentation demonstrating that he/she made the COBRA premium payment to the applicable carrier no later than December 1st. Such documentation may consist of a canceled check and billing statement from the carrier or a billing statement from the carrier that establishes payment was made. Upon receipt of that documentation, the District will

reimburse the unit member within 5 business days.

29.12.2.2.4 If the unit member obtains medical coverage through another source within the two month period following the termination of active coverage in the medical benefits, the unit member shall notify the District of this fact and the District's obligation to reimburse the unit member will cease.

29.12.2.3 The District will provide information to unit member regarding their eligibility for reimbursement under Section 29.12.2.1 and Section 29.12.2.2 for separations other than retirement. The information will be provided as part of the District's COBRA notice or in a separate cover letter sent at the same time as the COBRA notice.

29.12.2.4 In the following situations, the parties agree to immediately reopen negotiations to address this Section:

29.12.2.4.1 If the laws and regulations addressing an employee's ability to remain an active participant in a medical benefits plan offered through CalPERS following the unit member's employment ending are modified, revised, or repealed; or

29.12.2.4.2 If the District moves from CalPERS as its provider of medical benefits to another provider whose rules and/or requirements are inconsistent with this Section.

29.12.3 Unit members who are employed subsequent to the first day of a payroll period shall have Health and Welfare Benefits commence on the first day of the payroll period following the effective date of their employment.

29.12.4 Unit members who terminate their employment prior to the close of the school year shall be covered under the District's Health and Welfare Program through the last day of the payroll period for which premiums have been paid.

29.13 Salary and Salary Schedules Rules and Regulations: The 2022-2023 salary schedule



is attached as Appendix C. The Extra Duty Assignment Schedule is attached as Appendix A2.

29.14 Early Retirement Incentive Program: Eligible unit members who retire between the ages of 55 and 65 shall be entitled to participate in the Early Retirement Incentive Program upon verification of eleven (11) years of credited service in the District.

29.14.1 The District shall pay fifty percent (50%) of the group health, dental, vision and life insurance premiums for early retirees between 55 and 65 years of age. For a period of three (3) years beginning with a retiree's 65th birthday, the District shall pay fifty percent (50%) of the premium for a Medicare supplement plan which has been approved by the District.

29.14.2 Those person(s) currently on Early Retirement Plan B shall have the option of continuing with Plan B medical coverage as it presently exists or converting to Health and Welfare Benefits as listed above only during the 1984-1985 school year.

## ARTICLE 30

### CLINICAL SOCIAL WORKER, PSYCHOLOGIST, AND CLINICAL PSYCHOLOGIST

The provisions of this Agreement, except Articles 7 (other than 7.9, 7.11, 7.14 [with the exception of unit members being required to work an 8 hour day], and 7.16 which do apply) and 13, shall apply to the classifications of Clinical Social Workers, Clinical Psychologists, and Psychologists. To the extent the provisions of this Article conflict with language in any other Article, these provisions shall apply to unit members covered by this Article.

#### 30.1 Clinical Psychologists and Psychologists

##### 30.1.1 Work Year

30.1.1.1 The work year for psychologists is 195 days. The standard work year for psychologists shall consist of the same workdays established for other unit A members plus 11 additional workdays for a total of 195 days.

30.1.1.2 The work year for clinical psychologists is 223 days. The standard work year for clinical psychologists shall consists of the same workdays established for other unit A members plus 39 additional workdays for a total of 223 days.

30.1.1.3 By May 1<sup>st</sup> of each school year, clinical psychologists and psychologists will be required to notify in writing their immediate supervisor of their proposed work schedule on the District provided form for the following school year, which may include days at the beginning or end of each semester as well as during the summer recess. By June 1<sup>st</sup>, the supervisor will provide notice to each unit member of whether their proposed schedule is approved as submitted or will be given the opportunity to meet with the supervisor to discuss the unit member's proposed schedule and possible modifications to their schedule. A final schedule will be provided to the unit member by the District with any modifications necessary (including days at the beginning or end of each

semester). The schedule for these positions will include workdays that take place during the summer recess period.

30.1.2 Work Day: The length of a full time clinical psychologist and psychologist's workday shall be no more than eight (8) hours, exclusive of lunch, except when assigned to perform adjunct duties as defined in Article 30.1.3.

30.1.2.1 Each unit member shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes or, at the request of the unit member, up to sixty (60) minutes with the written approval of the District.

30.1.3 Adjunct Duties

30.1.3.1 The adjunct duties of unit members shall be limited to twenty-five (25) hours per year unless the unit member is reimbursed for hours in excess of twenty-five (25) at the "Other Extra Duty Assignment" rate found in Appendix A2. The hours shall be used in fifteen (15) minute increments.

30.1.3.2 Adjunct duties – which are duties that the District assigns and are completed outside of the bargaining unit employee's 8-hour workday – for Clinical Psychologists and Psychologists shall be defined to include:

30.1.3.2.1 Program Development

30.1.3.2.2 Committee assignments including school site councils, faculty, departmental, grade level and District meetings

30.1.3.2.3 Parent/Family Workshops/Conferences

30.1.3.2.4 Participate in professional growth activities including staff development or inservice other than compensatory educational staff development or inservice

30.1.3.2.5 Conduct professional growth activities for District staff

30.1.3.2.6 Student supervision, or supervision of student activities such as dances, athletic events, and carnivals

30.1.3.2.7 Conducting evaluations and/or assisting in connection with the Psychiatric Emergency Teams (PET) and/or responding to student crisis situations.

When completing adjunct duties, bargaining unit employees will be required to complete and submit a District provided form reflecting the assignment and number of hours completed within five (5) days of the assignment.

30.1.3.3 Unit members may voluntarily perform duties beyond the eight (8) hour day, but this time shall not count as assigned adjunct duty time.

30.1.3.4 The length of a unit member's day when assigned adjunct duties in the areas of faculty, departmental, grade level meetings, professional growth activities including staff development or inservice (other than compensatory educational staff development or inservice) program development, and parent conferences shall be limited to nine (9) hours. The site administrator shall provide at least forty-eight (48) hours' notice of a faculty meeting.

30.1.3.5 The length of a unit member's day when assigned to adjunct duties other than specified in Article 30.1.3.4 shall not be limited to nine (9) hours and instead the unit member's work day shall be that necessary to complete his/her professional duties, including assigned adjunct duties (which may include committee assignments, site councils, and ELAC).

30.1.3.6 Assignment of Additional Adjunct Duties

30.1.3.6.1 With respect to adjunct duties set out in Article 30.1.3.2.4, 30.1.3.2.5, and 30.1.3.2.7, to the extent that a bargaining unit employee has completed their, as applicable, 25 hours of adjunct hours for a school year, and the District has a need for bargaining unit employees to complete adjunct duties, the District will first request that qualified bargaining unit employees

accept an adjunct duty assignment. If no bargaining unit employee accepts the assignment, then the District may require the least senior qualified bargaining unit employee(s) to perform the adjunct duty assignment. The assignment of the least senior qualified employee will be done on a rotating basis, e.g. the first time the language is utilized, the least senior qualified employee will be given the assignment and the second time, the second least senior qualified employee will be given the assignment, etc.

30.1.3.6.2 With respect to adjunct duties set out in Article 30.1.3.2.1, 30.2.2.2.2, 30.3.2.2.3, and 30.3.2.2.6, to the extent that a bargaining unit employee has completed their 25 hours of adjunct hours for a school year, and the District has a need for bargaining unit employees to complete adjunct duties, the District will assign the bargaining unit employee at that site to complete the adjunct duty assignment.

30.1.4 Unit members shall be required to provide their eight hours of work per day at a District assigned site or office. On days where the unit member is only assigned to work at one site or office, with the written approval of their supervisor, a unit member may have the flexibility to move to a second work site during a workday.

30.1.5 The District will provide a workspace to unit members at each site/location to which they are assigned. For meetings/interactions with students that require confidentiality, the District will provide a workspace that allows for confidentiality to be maintained. The District will make all reasonable efforts – taking into account each sites/facilities set up – to make available a dedicated workspace that the unit member may use (such workspace may in some cases be shared with other unit members).

- 30.1.6 Assessments: Clinical Psychologists and Psychologists will be responsible for completing all required assessments as well as uploading/submitting all required documentation in a timely manner based upon directives from the District and the students' IEPs.
- 30.1.7 Worksite(s) Assignment:
- 30.1.7.1 The assignment and reassignment of Clinical Psychologists and Psychologists shall be at the sole discretion of the District.
- 30.1.7.2 In the event that an assignment for such a unit member needs to be modified, the District will provide notice to the impacted unit member of their new assigned worksite(s).
- 30.1.7.3 The provisions of Article 8 as it relates to reassignments do not apply to Clinical Psychologists and Psychologists. The provisions of Article 8 as it relates to transfers, does apply to Clinical Psychologists and Psychologists.
- 30.1.8 The District may request a unit member in the classifications of Clinical Psychologists and Psychologists to work days beyond their scheduled work year. The District may require a unit member in the classifications of Clinical Psychologists and Psychologists to work hours beyond their scheduled workday except when performing adjunct duties in which case the provisions of Article 30.1.3 will apply. The District will provide notice and the unit member will be compensated at the other extra duty assignment rate. A unit member may also submit a written request to work days beyond their regular contract work year. Such request may be approved and/or denied at the District's sole discretion and that decision will not be grievable. The District will make its best effort to make a payment for such services within two full pay periods, e.g. the second end of the month pay period following the submission of a timesheet for such services.

## 30.2 Clinical Social Workers

### 30.2.1 Work Year

30.2.1.1 The work year for clinical social workers is 195 days. The standard work year for clinical social workers shall consist of the same workdays established for other unit A members plus 11 additional work days for a total of 195 days.

30.2.1.2 By May 1<sup>st</sup> of each school year clinical social workers will be required to notify in writing their immediate supervisor of their proposed work schedule on the District provided form for the following school year, which may include days at the beginning or end of each semester as well as during the summer recess. By June 1<sup>st</sup>, the supervisor will provide notice to each unit member of whether their proposed schedule is approved as submitted or will be given the opportunity to meet with the supervisor to discuss the unit member's proposed schedule and possible modifications to their schedule. A final schedule will be provided to the unit member by the District with any modifications necessary (including days at the beginning or end of each semester). The schedule for these positions will include workdays that take place during the summer recess period.

30.2.2 Work Day: The length of a full time clinical social worker's workday shall be no more than eight (8) hours, exclusive of lunch, except when assigned to perform adjunct duties as defined in Article 30.2.3.

30.2.1 Each unit member shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes or, at the request of the unit member, up to sixty (60) minutes with the approval of the District.

### 30.2.3 Adjunct Duties

30.2.3.1 The adjunct duties of unit members shall be limited to twenty-five (25) per year unless the unit member is reimbursed for hours in excess of twenty-

five (25) at the "Other Extra Duty Assignment" rate found in Appendix A2.  
The hours shall be used in fifteen (15) minute increments.

30.2.3.2 Adjunct duties – which are duties that the District assigns and are completed outside of the bargaining unit employee’s 8-hour workday – for Clinical Social Workers shall be defined to include:

30.2.3.2.1 Program Development

30.2.3.2.2 Committee assignments including school site councils, faculty, departmental, grade level and District meetings

30.2.3.2.3 Parent/Family Workshops/Conferences

30.2.3.2.4 Participate in professional growth activities including staff development or inservice other than compensatory educational staff development or inservice

30.2.2.2.5 Conduct professional growth activities for District staff

30.2.2.2.6 Student supervision or supervision of student activities such as dances, athletic events, and carnivals

30.2.2.2.7 Conducting evaluations and/or assisting in connection with the Psychiatric Emergency Teams (PET) and/or responding to student crisis situations.

30.2.3.3 Unit members may voluntarily perform duties beyond the eight (8) hour day, but this time shall not count as assigned adjunct duty time.

30.2.3.4 The length of a unit member's day when assigned adjunct duties in the areas of faculty, departmental, grade level meetings, professional growth activities including staff development or inservice (other than compensatory educational staff development or inservice) program development, and parent conferences shall be limited to nine (9) hours. The site administrator shall provide at least forty-eight (48) hours' notice of a faculty meeting.



30.2.3.5 The length of a unit member's day when assigned to adjunct duties other than specified in Article 30.2.3.4 shall not be limited to nine (9) hours and instead the unit member's work day shall be that necessary to complete his/her professional duties, including assigned adjunct duties (which may include committee assignments, site councils, and ELAC).

30.2.3.6 Assignment of Additional Adjunct Duties

30.2.3.6.1 With respect to adjunct duties set out in Article 30.2.3.2.4, 30.2.3.2.5, and 30.2.3.2.7, to the extent that a bargaining unit employee has completed their, as applicable, 25 hours of adjunct hours for a school year, and the District has a need for bargaining unit employees to complete adjunct duties, the District will first request that qualified bargaining unit employees accept an adjunct duty assignment. If no bargaining unit employee accepts the assignment, then the District may require the least senior qualified bargaining unit employee(s) to perform the adjunct duty assignment. The assignment of the least senior employee will be done on a rotating basis, e.g. the first time the language is utilized, the least senior employee will be given the assignment and the second time, the second least senior employee will be given the assignment, etc.

30.2.3.2 With respect to adjunct duties set out in Article 30.2.3.2.1, 30.2.3.2.2, 30.2.3.2.3, and 30.2.3.2.6, to the extent that a bargaining unit employee has completed their 25 hours of adjunct hours for a school year, and the District has a need for bargaining unit employees to complete adjunct duties, the District will assign the bargaining unit employee at that site to complete the adjunct duty assignment.

30.2.4 Worksite(s) Assignment

30.2.4.1 The assignment and reassignment of Clinical Social Workers shall be at the sole discretion of the District.

30.2.4.2 In the event that an assignment for such a unit member needs to be modified, the District will provide notice to the impacted unit member of their new assigned worksite(s).

30.2.4.3 The provisions of Article 8 as it relates to reassignments do not apply to Clinical Social Workers. The provisions of Article 8 as it relates to transfers, does apply to Clinical Social Workers.

30.2.5 The District may request a unit member in the classification of Clinical Social Worker to work days beyond their scheduled work year. The District may require a unit member in the classifications of Clinical Social Worker to work hours beyond their scheduled workday, except when performing adjunct duties in which case the provisions of Article 30.2.3 will apply. The District will provide notice and the unit member will be compensated at the other extra duty assignment rate. A unit member may also submit a written request to work days beyond their regular contract work year. Such request may be approved and/or denied at the District's sole discretion and that decision will not be grievable. The District will make its best effort to make a payment for such services within two full pay periods, e.g. the second end of the month pay period following the submission of a timesheet for such services.

30.3 The District will continue its practice of periodically reviewing caseloads for bargaining unit employees covered by this Article to ensure equitable distribution of those caseloads and, if in its sole discretion it determines that adjustments are necessary, then making adjustments to existing caseloads. As part of this process, the District shall give the bargaining unit employees an opportunity to be included so that they can provide input on workload related issues. This section shall not be subject to the grievance procedure set out in the parties' CBA.

#### 30.4 Supervision

Unit members shall, at the direction of the site or department administrator, be responsible for before, during, or after school supervision of students.

30.4.1 If the District needs the services of a unit member to act as a substitute teacher, it may assign unit members to cover for an absent unit member. The assignment of a unit member may be done prior to and/or simultaneously with the use of the provisions of Article 7.15. Unit members assigned to substitute at secondary will receive 1/5 of the daily rate of the substitute rate for each period covered. Unit members assigned to substitute at elementary schools will receive the substitute rate which, if they do not cover the full day will be prorated. A Unit member has the right of refusal if they have a previously scheduled meeting (i.e. IEP, parent meeting, etc.) or scheduled direct service pertaining to a student or family during the time in which they would be acting as a substitute teacher.

#### 30.5 Loss of student services

Unit member shall not be required to make up hours for lost student services resulting from a student absence, unless otherwise required by applicable law, the applicable IEP/504 plan/Behavior Plan, or a settlement agreement.

#### Salary Schedule X

The District agrees that effective July 1, 2022 (assuming the parties' negotiations have been fully ratified) to create a step 6 on salary schedule X with a 5.0% difference from step 5.

**RATIFICATION**

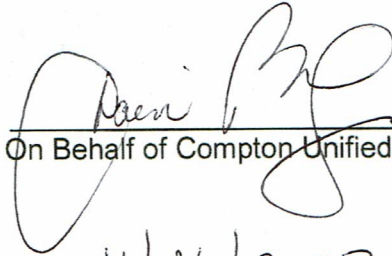
This Agreement ratified by the Association on September 2, 2022, and Compton Unified School District and approved by the Board of Trustees on August 31, 2022.



On Behalf of CEA

11/7/2022

Dated



On Behalf of Compton Unified School District

11/26/2022

Dated

APPENDIX A



**COMPTON UNIFIED SCHOOL DISTRICT**  
**2022-2023 Credentialed Teachers' Salary Schedule (A)**

Step	CLASS I BA Degree	CLASS II BA Degree (+) 15 Units	CLASS III BA Degree (+) 30 Units	CLASS IV BA Degree (+) 45 Units or MA Degree	CLASS V BA Degree (+) 60 Units or MA Degree (+) 15 Units	CLASS VI BA Degree (+) 75 Units or MA Degree (+) 30 Units	CLASS VII BA Degree (+) 75 Units including MA Degree or MA Degree (+) 30 Units
1	\$ 58,752	\$ 58,752	\$ 60,067	\$ 61,419	\$ 62,806	\$ 64,206	\$ 65,654
2	\$ 60,646	\$ 60,646	\$ 62,021	\$ 63,421	\$ 64,857	\$ 66,305	\$ 67,801
3	\$ 62,625	\$ 62,625	\$ 64,049	\$ 65,473	\$ 66,957	\$ 68,453	\$ 69,997
4	\$ 64,664	\$ 64,664	\$ 66,124	\$ 67,597	\$ 69,129	\$ 70,685	\$ 72,266
5	\$ 66,752	\$ 66,752	\$ 68,272	\$ 69,816	\$ 71,373	\$ 72,978	\$ 74,619
6	\$ 68,935	\$ 68,935	\$ 70,481	\$ 72,073	\$ 73,702	\$ 75,355	\$ 77,056
7	\$ 71,180	\$ 71,180	\$ 72,785	\$ 74,414	\$ 76,091	\$ 77,805	\$ 79,542
8	\$ 73,485	\$ 73,485	\$ 75,138	\$ 76,827	\$ 78,565	\$ 80,327	\$ 82,124
9	\$ 75,874	\$ 75,874	\$ 77,587	\$ 79,324	\$ 81,110	\$ 82,933	\$ 84,816
10	\$ 78,348	\$ 78,348	\$ 80,109	\$ 81,919	\$ 83,741	\$ 85,647	\$ 87,554
11	\$ 78,348	\$ 78,348	\$ 82,715	\$ 84,562	\$ 86,480	\$ 88,411	\$ 90,414
12	\$ 78,348	\$ 78,348	\$ 85,394	\$ 87,325	\$ 89,292	\$ 91,295	\$ 93,346
13	\$ 78,348	\$ 78,348	\$ 88,182	\$ 90,161	\$ 92,187	\$ 94,263	\$ 96,387
14				\$ 93,093	\$ 95,180	\$ 97,328	\$ 99,513
16					\$ 98,270	\$ 100,502	\$ 102,746
19					\$ 101,479	\$ 103,747	\$ 106,088
22					\$ 101,479	\$ 103,747	\$ 106,088
25							\$ 109,527

\* **\$1000** - Compton Education Association (CEA) members who possess a *SPED Credential* and currently assigned to a position for which the credential is required (*included in last pay warrant of each school year*). Employees serving less than full time for the entire fiscal year are authorized a pro rata share of the stipend.

Board approved: 8/31/22  
 6.5% increase  
 Effective 7/1/22

APPENDIX A1



COMPTON UNIFIED SCHOOL DISTRICT  
2022-2023 Non-Credentialed Teachers' Salary Schedule (H)

Step	CLASS I BA Degree	CLASS II BA Degree (+) 15 Units	CLASS III BA Degree (+) 30 Units	CLASS IV BA Degree (+) 45 Units or MA Degree
1	\$ 48,603	\$ 48,603	\$ 48,603	\$ 50,679
2	\$ 48,603	\$ 48,603	\$ 49,762	\$ 52,525
3	\$ 48,833	\$ 50,220	\$ 51,608	\$ 54,360
4	\$ 50,679	\$ 52,067	\$ 53,443	\$ 55,759
5	\$ 52,525	\$ 53,901	\$ 55,288	\$ 57,593
6	\$ 54,360	\$ 55,759	\$ 57,135	\$ 59,427
7	\$ 55,759	\$ 57,135	\$ 58,510	\$ 61,285
8	\$ 57,135	\$ 58,052	\$ 60,357	\$ 62,649
9	\$ 58,510	\$ 59,886	\$ 61,744	\$ 65,123
10	\$ 60,357	\$ 61,285	\$ 63,566	\$ 66,341
11	\$ 61,744	\$ 63,119	\$ 64,953	\$ 67,741
12	\$ 63,566	\$ 64,495	\$ 66,341	\$ 69,563
13	\$ 64,953	\$ 65,883	\$ 67,741	\$ 71,398

\* \$1000 - Compton Education Association (CEA) members who possess a SPED Credential and currently assigned to a position for which the credential is required (included in last pay warrant of each school year). Employees serving less than full time for the entire fiscal year are authorized a pro rata share of the stipend.

Board approved: 8/31/22  
6.5% increase  
Effective 7/1/22

## APPENDIX A2

Effective July 1, 2016, the “other extra duty assignment” rate is \$33.00/hour.

Teachers receive \$40/hour for District Office directed and funded summer school teaching assignments.

APPENDIX B



**COMPTON UNIFIED SCHOOL DISTRICT**

**STATE PRESCHOOL  
SALARY SCHEDULE D  
2022 - 2023 SCHOOL YEAR**

Step	CLASS I Provisional Permit	CLASS II 60 units and permit	CLASS III 90 units and permit	CLASS IV BA Degree & Reg Permit
1	\$2,622.00 \$22.51	\$2,751.00 \$23.62	\$2,885.00 \$24.77	\$3,037.00 \$26.08
2	\$2,751.00 \$23.62	\$2,886.00 \$24.78	\$3,037.00 \$26.08	\$3,183.00 \$27.34
3	\$2,885.00 \$24.77	\$3,037.00 \$26.08	\$3,183.00 \$27.34	\$3,341.00 \$28.69
4	\$3,037.00 \$26.08	\$3,183.00 \$27.34	\$3,341.00 \$28.69	\$3,515.00 \$30.18
5	\$3,183.00 \$27.34	\$3,341.00 \$28.69	\$3,515.00 \$30.18	\$3,685.00 \$31.64

Hourly rate for Substitute Teachers: \$18.00 (Effective, 9/15/21)

Pre-School Teachers currently employed in the District having a valid K-12 California Teaching Credential shall have the opportunity to enter the District's voluntary transfer pool for the purpose of interviewing for teaching positions. Such teachers shall be afforded credit for previous service experience for step increments up to nine (9) years on the salary schedule.

Board approved: 8/31/22  
6.5% increase  
Effective 7/1/22



APPENDIX C



COMPTON UNIFIED SCHOOL DISTRICT

ROP  
SALARY SCHEDULE F  
2022 - 2023 School Year

Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	\$45.86	\$45.86	\$46.89	\$47.95	\$49.03
2	\$47.34	\$47.34	\$48.41	\$49.50	\$50.63
3	\$48.89	\$48.89	\$50.00	\$51.10	\$52.27
4	\$50.48	\$50.48	\$51.62	\$52.76	\$53.97
5	\$52.11	\$52.11	\$53.30	\$54.50	\$55.72
6	\$53.81	\$53.81	\$55.02	\$56.26	\$57.53
7	\$55.56	\$55.56	\$56.82	\$58.10	\$59.40

- Class I Partial Designated Subjects Vocational/Career Technical Education Credential
- Class II Partial Designated Subjects Vocational/Career Technical Education Credential plus 40 units OR Clear Designated Subjects Vocational/Career Technical Education Credential
- Class III Clear Designated Subjects Vocational/Career Technical Education Credential plus A.A. OR 60 Units B.A. OR 120 Units with Partial Designated Subjects Vocational/Career Technical Education Credential
- Class IV B.A. or 120 Units with Clear Designated Subjects Vocational/Career Technical Education Credential
- Class V B.A. plus 60 Units with Clear Clear Designated Subjects Vocational/Career Technical Education Credential

**NOTE:** Hourly salary is based on the fact that the teacher is responsible for thirty (30) minutes in addition to the normal six-hour day or a portion of thirty (30) minutes if working less than six hours.

Board approved: 8/31/22  
6.5% increase  
Effective 7/1/22

APPENDIX D



COMPTON UNIFIED SCHOOL DISTRICT

ADULT EDUCATION  
SALARY SCHEDULE B  
2022 - 2023 SCHOOL YEAR

Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
	First Year	Second Yr	Third Year	Part-time	Substitute
1	\$ 37.53	\$ 39.69	\$ 41.94	\$ 33.36	\$ 32.05

Class I First Year  
 Class II Second Year  
 Class III Third Year  
 Class IV Part-time  
 Class V Substitute

Board approved: 8/31/22  
 6.5% increase  
 Effective 7/1/22

## APPENDIX E

Salary Schedule X is attached as Appendix X and applies to Clinical Psychologists, Clinical Social Workers, Psychologists, and Social Workers.



**COMPTON UNIFIED SCHOOL DISTRICT  
HUMAN RESOURCES AND EMPLOYEE DEVELOPMENT  
SALARY SCHEDULE-CERTIFICATED NON-ADMINISTRATIVE-SCHEDULE X 2022-2023**

RANGE	TITLE	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	Behaviorist Clinical Social Worker Psychologist	195 days	\$7,399	\$7,769	\$8,158	\$8,565	\$8,994	\$9,444
		Yearly Salary	\$88,787	\$93,224	\$97,896	\$102,780	\$107,927	\$113,323
2	Clinical Psychologist	223 days	\$8,087	\$8,491	\$8,916	\$9,361	\$9,830	\$10,321
		Yearly Salary	\$97,041	\$101,898	\$106,992	\$112,336	\$117,957	\$123,855
3	Speech and Language Pathologist	185 days	\$8,227	\$8,633	\$9,057	\$9,502	\$9,972	\$10,470
		Yearly Salary	\$98,726	\$103,596	\$108,677	\$114,021	\$119,655	\$125,638

Stipends: 1. Annual stipend of \$600.00 for fifteen consecutive years of service in the District  
 2. Annual stipend of \$1,200.00 for earned doctorate from an accredited college or university listed in the American Association of Universities and Colleges or subdivisions thereof and degree related to K-12 education

Board approved: 8/31/22  
 6.5% increase  
 Step 6 added  
 Effective 7/1/22

## **APPENDIX F**

### **UNIT A**

#### **POSITIONS INCLUDED IN BARGAINING UNIT**

1. Academic Intervention Coach
2. ALP Teachers
3. Child Welfare and Attendance Counselors
4. Children's Center Teachers
5. Clinical Psychologists
6. Clinical Social Workers
7. Counselors
8. Elementary Classroom Teachers
9. Individual Instructors
10. Instrumental Music Teachers
11. Intervention Support Facilitator
12. Librarians and Media Specialists
13. PAR Consulting Teacher
14. Preschool Teachers
15. Project Facilitators
16. Psychologists
17. Reading First Coach
18. Resource Teachers
19. School Nurses
20. Secondary Classroom Teachers
21. Speech Therapists
22. Social Workers
23. Staff Teachers
24. Teachers on Special Assignment
25. Temporary Contract Teachers
26. Vocal Music Teachers

#### **POSITIONS EXCLUDED FROM BARGAINING UNIT**

1. District Superintendent
2. Deputy Superintendent
3. Associate Superintendents
4. Assistant Superintendents
5. Administrative Assistant
6. Directors
7. Administrators
8. Supervisors
9. Coordinators
10. Principals
11. Assistant Principals
12. Head Counselors
13. Staff Assistants
14. Children's Centers Head Teachers
15. Project Managers
16. Program Managers

## **APPENDIX F**

### **UNIT A**

#### **POSITIONS EXCLUDED FROM BARGAINING UNIT**

17. Program Specialists
18. Special Assistant to Board of Trustees
19. Summer School Teachers
20. Substitute Teachers
21. ROTC Teachers
22. ROP Teachers
23. Full-time and Part-Time Adult School Teachers

All other position classifications not specifically included in the unit.

## **APPENDIX G**

### **UNIT B**

All full and part-time Adult School Certificated positions are INCLUDED in Bargaining Unit.

#### **POSITIONS EXCLUDED FROM BARGAINING UNIT**

1. Academic Intervention Coach
2. ALP Teachers
3. Child Welfare and Attendance Counselors
4. Children's Center Teachers
5. Counselors
6. Elementary Classroom Teachers
7. Individual Instructors
8. Instrumental Music Teachers
9. Intervention Support Facilitator
10. Librarians and Media Specialists
11. PAR Consulting Teacher
12. Preschool Teachers
13. Project Facilitators
14. Reading First Coach
15. Resource Teachers
16. School Nurses
17. Secondary Classroom Teachers
18. Speech Therapists
19. Staff Teachers
20. Teachers on Special Assignment
21. Temporary Contract Teachers
22. Vocal Music Teachers
23. District Superintendent
24. Deputy Superintendent
25. Associate Superintendents
26. Assistant Superintendents
27. Administrative Assistant
28. Directors
29. Administrators
30. Supervisors
31. Coordinators
32. Principals
33. Assistant Principals
34. Head Counselors
35. Staff Assistants
36. Children's Centers Head Teachers
37. Project Managers
38. Psychologists
39. Program Specialists
40. Special Assistant to Board of Trustees
41. Summer School Teachers
42. Substitute Teachers
43. ROTC Teachers
44. ROP Teachers

All other positions classifications not specifically included in the Adult School Unit.

## APPENDIX H

### UNIT C

All full and part-time ROP Teachers positions are INCLUDED in Bargaining Unit.

#### POSITIONS EXCLUDED FROM BARGAINING UNIT

1. Elementary Classroom Teachers
2. Secondary Classroom Teachers
3. Resource Teachers
4. Child Welfare and Attendance Counselors
5. Counselors
6. Instrumental Music Teachers
7. Vocal Music Teachers
8. Speech Therapists
9. Librarians
10. School Nurses
11. Children's Center Teachers
12. Pre-School Teachers
13. Temporary Contract Teachers
14. Staff Teachers
15. Academic Intervention Coach
16. Intervention Support Facilitator
17. Project Facilitator
18. Reading First Coach
19. District Superintendent
20. Deputy Superintendent
21. Associate Superintendents
22. Assistant Superintendents
23. Administrative Assistant
24. Psychologists
25. Directors
26. Supervisors
27. Coordinators
28. Principals
29. Assistants Principals
30. Head Counselors
31. Staff Assistants
32. Children's Center Head Teachers
33. Project Managers
34. Individual Instructors
35. Summer School Teachers
36. Substitute Teachers
37. ROTC Teachers

All other position classifications not specifically included in the ROP Teachers Unit.

## APPENDIX I

### COMPTON UNIFIED SCHOOL DISTRICT CERTIFICATED EVALUATION

TEACHER'S NAME		COURSE/GRADE		SCHOOL	DATE
TEACHER ID NUMBER		TEMPORARY CONTRACT <input type="checkbox"/>	PROBATIONARY <input type="checkbox"/> 1 <sup>st</sup> Year <input type="checkbox"/> 2 <sup>nd</sup> Year		PERMANENT <input type="checkbox"/>
Does Not Meet Standards	Meets Standards With Growth Recommended	Meets Standards	Not Observed or Not Applicable	PART I: STANDARD OF PROFESSIONAL RESPONSIBILITIES (Assessed by reflection, observation, documentation, conference)	
<b>Standard 1: Engaging and Supporting All Students in Learning</b>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Connecting students' prior knowledge, life experience, and interests with learning goals.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Using a variety of instructional strategies and resources to respond to students' diverse needs.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Facilitating learning experiences that promote autonomy, interaction, and choice.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Promoting self-directed, reflective learning for all students.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Standard 1: Overall Rating</b>	
<b>Standard 2: Creating and Maintaining Effective Environments For Student Learning</b>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Creating a physical environment that engages all students.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Establishing a climate that promotes fairness and respect.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Promoting social development and group responsibility.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Establishing and maintaining standards for student behavior.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and implementing classroom procedures and routines that support student learning.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Using instructional time effectively.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Standard 2: Overall Rating</b>	
<b>Standard 3: Understanding and Organizing Subject Matter For Student Learning</b>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrating knowledge of subject matter content and student development.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Organizing curriculum to support student understanding of subject matter.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Interrelating ideas and information within and across subject matter areas.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Developing student understanding through instructional strategies that are appropriate to the subject matter.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Using materials, resources, and technologies to make subject matter accessible to students.	



Does Not Meet Standards	Meets Standards With Growth Recommended	Meets Standards	Not Observed or Not Applicable	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Standard 3: Overall Rating</b>
<b>Standard 4: Planning Instruction and Designing Learning Experiences For All Students:</b>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing on and valuing students' backgrounds, interests, and developmental learning needs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Establishing and articulating goals for student learning.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Developing and sequencing instructional activities and materials for student learning.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Designing short-term and long-term plans to foster student learning.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Modifying instructional plans to adjust for student needs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Standard 4: Overall Rating</b>
<b>Standard 5: Assessing Student Learning</b>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Establishing and communicating learning goals for all students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Collecting and using multiple sources of information to assess student learning.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Involving and guiding all students in assessing their own learning.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Using the results of assessments to guide instruction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Communicating with students, families, and other audiences about student progress
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Standard 5: Overall Rating</b>
<b>Standard 6: Developing as a Professional Educator - Related Duties and Responsibilities</b>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Seeks out opportunities for enhancement of content knowledge and pedagogical skills.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates a willingness to accept suggestions and implement appropriate change.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maintains constructive working relationships with colleagues for the benefit of students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maintains appropriate schoolwide policies and rules.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maintains and promptly submits accurate and complete records and reports.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is regular and prompt in attendance.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates appropriate conduct and integrity in the classroom and school-related activities.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Standard 6: Overall Rating</b>
ADMINISTRATOR'S INITIALS	TEACHER'S INITIALS		SUMMARY ON PAGE 4 SHALL INCLUDE WRITTEN RECOMMENDATION FOR ALL ITEMS CHECKED "DOES NOT MEET STANDARDS."	



**PART III SUMMATIVE REVIEW (Commendation/Recommendation)**

Dates of Observations: \_\_\_\_\_

**PART IV: OVERALL EVALUATION**

Meets Standards       Meets Standards With Growth Recommended       Does Not Meet Standards

\_\_\_\_\_  
ADMINISTRATOR'S SIGNATURE      DATE

**TEACHER'S COMMENTS** – The teacher shall have the right to respond in writing to the evaluation. This response shall be attached to the evaluation prior to it being placed in the teacher's personnel file if received within ten (10) working days after the receipt of the evaluation. If received after ten (10) working days it will be added to the personnel file when received by the District.

I acknowledge being apprised of the above evaluation during a personal conference.

I HAVE ATTACHED A STATEMENT

           \_\_\_\_\_  
YES      NO      TEACHER'S SIGNATURE      DATE

# APPENDIX J

**LOSS, DESTRUCTION OR DAMAGE OF PERSONAL PROPERTY  
CLAIM FORM (Policies DPA & DPB)**  
COMPTON UNIFIED SCHOOL DISTRICT  
Form F 569

Name \_\_\_\_\_ Classification \_\_\_\_\_

School/Work Site \_\_\_\_\_ Date of Report \_\_\_\_\_

Date of Occurrence \_\_\_\_\_ Type of Equipment/Personal Property/Vehicle \_\_\_\_\_

Complete Description of Equipment/Personal Property/Vehicle \_\_\_\_\_

Current Cash Value (please attach estimate) \_\_\_\_\_ Description of Circumstances Surrounding the  
Theft/Destruction/Damage \_\_\_\_\_

Written Approval to Use Personal Property/Vehicle in the line of duty given by \_\_\_\_\_  
(please attach a copy of the written approval).

*I certify that the above is a true account of the circumstances causing  
this loss and that I have read the Board Policies regarding such losses.*

\_\_\_\_\_  
SIGNATURE OF CLAIMANT

\_\_\_\_\_  
SIGNATURE OF SUPERVISOR APPROVING CLAIM AS WITHIN BOARD  
POLICY

DO NOT WRITE BELOW

Disposition: \_\_\_\_\_

Approved for Payment by \_\_\_\_\_ Date \_\_\_\_\_

Approved by Board \_\_\_\_\_ Date \_\_\_\_\_  
REPORT NUMBER

Instructions for Submission:  
Prepare in Triplicate:  
White - Assistant Superintendent-Business Services  
Yellow - Principal/Department Head  
Blue - Claimant

#### POLICY DPA-REIMBURSEMENT FOR LOSS, DESTRUCTION OR DAMAGE OF PERSONAL PROPERTY

The District shall reimburse any person or persons for the loss, destruction, or damage by arson, burglary or vandalism of personal property used for instruction in the schools of the District and not reimbursed by insurance. No payment shall be made for any item having a value of less than \$5 at the time of damage, nor shall any payment be made for repairs of less than \$5.

Reimbursement shall not exceed \$100 nor less than \$5 and shall be made only when written approval for the use of the personal property in the schools was given before the property was brought to school and when the condition and value of the property was agreed upon by the person or persons bringing the property and the school administrator or person appointed by him for this purpose at the time the approval for its use was given.

Legal Reference: Education Code Section 1019.5

Adopted: March 12, 1974

Effective: December 21, 1973

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#### POLICY DPB –PROTECTION OF EMPLOYEE'S PROPERTY

The District shall at its discretion pay the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles when any such property is damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty. Replacing or repairing, or paying for such damaged or stolen property will be limited to damages or values exceeding \$10, but not in excess of \$100. Collision, theft of a vehicle or contents, and damage to a vehicle resulting from actual theft are specifically excluded from this coverage.

Prior approval shall be obtained from the school administrator or the person appointed by him for this purpose, for the use of personal vehicles in line of duty. Such approval shall contain all information identifying the vehicle to be used, insurance coverage, to include limits of coverage, the insurance carrier and the condition of the vehicle.

In the event the employee is paid the costs of replacing or repairing any such property, or the actual value of such property, the school district shall, to the extent of such payments, be subrogated to any right or the employee to recover compensation for such damaged property, in accordance with Education Code Section 817.

Legal Reference: Education Code Section 817

Adopted: March 12, 1974

Effective: December 21, 1973

## **APPENDIX K**

### **EDUCATION CODE SECTION 44662(C)**

Education Code section 44662(c) provides:

"The governing board of each school district shall establish and define job responsibilities for certificated non-instructional personnel, including, but not limited to, supervisory and administrative personnel, whose responsibilities cannot be evaluated appropriately under the provisions of subdivision (b) and shall evaluate and assess the performance of those non-instructional certificated employees as it reasonably relates to the fulfillment of those responsibilities."

## APPENDIX L

### CEA BARGAINING UNIT EMPLOYEE COACHING STIPENDS AND CO-CURRICULAR ACTIVITIES STIPENDS

2018-19 School Year

ACTIVITY	TOTAL STIPEND AMOUNT PER ACTIVITY/SPORT
Newspaper	\$2,103.00
Yearbook	\$2,103.00
Drill Team	\$2,895.00
Cheer Coach	\$2,995.00
Speech Coach	\$2,995.00
Equipment Manager	\$1,400.36
Band Director	\$4,225.00
Activities Director	\$4,555.00
Athletic Director	\$4,555.00
Head Coach (Major Sport)	\$4,550.00
Head Coach (Minor Sport)	\$3,500.00
Head Coach (Individual Sport)	\$3,175.00
Assistant Coach (Major Sport)	\$3,175.00
Assistant Coach (Minor Sport)	\$3,100.00

#### **I. Major, Minor, and Individual Sports**

The following are the major, minor, and individual sports:

- a. Major Sports = baseball, basketball, football, track and field, soccer, and softball
- b. Minor Sports = swimming<sup>1</sup>, water polo, wrestling, and volleyball
- c. Individual Sports = badminton, cross-country, golf, and tennis

#### **II. Number of Assistant Coaches**

The number of paid assistant coaches is limited as follows:

- a. Baseball = 2
- b. Basketball = 3
- c. Football = 5/7<sup>2</sup>
- d. Soccer = 3
- e. Softball = 2
- f. Track & Field = 2
- g. Swimming = 1
- h. Volleyball = 1
- i. Water Polo = 1
- j. Wrestling = 1

The number of assistant coaches listed above is inclusive of junior varsity and, if applicable, freshman level head coaches. Junior varsity and, if applicable, freshman head coaches are

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<sup>1</sup> Swimming and Water Polo are identified as minor sports, but are not currently offered during the 2018-19 school year. The District will determine when, and if, swimming and water polo will be offered.

<sup>2</sup> If a school is approved to have a freshman football team in addition to a varsity and junior varsity team, the number of coaches would increase from 5 to 7.

paid the assistant coach stipend rate for their respective sport.

The numbers above represent the maximum number of paid assistant coaches permitted for each school year season for the sports listed.<sup>3</sup> Head coaches of the above-listed sports may choose to hire less than the maximum number of paid coaches.

## **II. CIF Sanctioned Playoffs**

For athletic coaches whose team participates in the California Interscholastic Federation (CIF) playoffs, the District will pay a stipend in the following amounts per CIF playoff week up to a maximum of three weeks of actual team participation in CIF playoffs:

<b>ACTIVITY</b>	<b>STIPEND AMOUNT PER WEEK</b>
Head Coach (Major Sport)	\$300.00
Head Coach (Minor Sport)	\$225.00
Head Coach (Individual Sport)	\$175.00
Assistant Coach	\$150.00

## **III. Football Summer “Two-A-Day” Practices<sup>4</sup>**

Football coaches are also eligible to receive a “two-a-day” stipend for coaching during the summer period. Football coaches are eligible to receive the following:

- a. Head coaches are eligible to receive \$375/per week for a maximum of four weeks of coaching during this summer period for a maximum stipend amount of \$1,500.00.
- b. Assistant coaches are eligible to receive \$162.50 per week for a maximum of four weeks of coaching during this summer period for a maximum stipend amount of \$650.00.

## **IV. Miscellaneous**

1. The stipends set forth above are only applicable to CEA bargaining unit employees.
2. For athletic sports, schools may only pay stipends to coaches as set forth above if the sport is CIF recognized and the school fields a team that competes at the appropriate level in the designated CIF recognized league.
3. All coaches, directors, managers, etc. eligible for a stipend above must be Board approved prior to starting in their role.
4. All stipends above are applied equally to female and males coaching assignments in accordance with Title IX requirements.
5. All coaches are responsible for submitting the necessary paperwork required by the District to issue payment of stipends above.

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<sup>3</sup> The maximum number of assistant coaches is inclusive of both certificated employees of the District covered by this CEA Bargaining Unit Employee Coaching Stipends and Co-Curricular Activities Stipends Document (the “Document”) and those individuals who are coaches (e.g. classified employees who are also coaches and walk-on coaches) that are not covered by this Document.

<sup>4</sup> The amounts set forth in this section for the football summer “two-a-day” practices sets out the total amount the District will pay for such coaching services irrespective of whether it is paying the stipend amount to certificated employees of the District covered by this Document or those individuals who are coaches (e.g. classified employees who are also coaches and walk-on coaches) that are not covered by this Document.



## APPENDIX M

### LEAVE OF ABSENCE CHART

Type	Runs Concurrent (At the Same Time)?	Eligibility Requirements	Length of Leave And Reasons For Leave	Paid?	Benefits?
Family and Medical Leave Act (FMLA)	Yes, runs concurrently with CFRA and PDL depending on the reason for the leave.	<ul style="list-style-type: none"> <li>• 12 months of service for employer; <u>and</u></li> <li>• Worked at least 1,250 hours during the 12-month period prior to the leave (or was a full-time teacher)</li> </ul>	<p>Eligible Employees may take up to <u>12 workweeks</u> for:</p> <ul style="list-style-type: none"> <li>• Bonding Leave (bonding with a newly born or adopted child),</li> <li>• Family Care Leave (caring for eligible family members who have a serious health condition)</li> <li>• Serious Health Condition Leave (an employee's own serious health condition), and/or</li> <li>• Military Emergency Leave)</li> </ul> <p><u>or</u></p> <p>Eligible employees may take up to <u>26 workweeks</u> for Military Family Care Leave or a combination of this leave and other types of FMLA leave</p>	No, leave is unpaid. Employees will use sick leave and in some cases will need to use extended sick leave (substitute differential).	Yes, benefits coverage is continued for up to the 12 or 26 workweeks, depending on type of the employee's FMLA leave, with the same District and employee contribution amounts as when the employee is working.

**\*Please note that this chart merely summarizes, very briefly, these leave of absence laws. For a more detailed explanation regarding your rights and responsibilities under these various leave laws, please see Article 12 of the collective bargaining agreement between the District and CEA.**

Type	Runs Concurrent (At the Same Time)?	Eligibility Requirements	Length of Leave And Reasons For Leave	Paid?	Benefits?
California Family Rights Act (CFRA)	Yes, runs concurrent with FMLA ( <u>except</u> with pregnancy disability conditions as well as Military Emergency Leave/Military Family Care Leave).	<ul style="list-style-type: none"> <li>12 months of service for employer; <u>and</u></li> <li>Worked at least 1,250 hours during the 12-month period prior to the leave (or was a full-time teacher)</li> </ul>	Up to <u>12 workweeks</u> for all of the reasons above except for: <ul style="list-style-type: none"> <li>Pregnancy disability related medical conditions</li> <li>Military Emergency Leave</li> <li>Military Family Care Leave</li> </ul>	No, leave is unpaid. Employees will use sick leave and, in some cases, will need to use extended sick leave (substitute differential).	Yes, benefits coverage is continued for up to the 12-workweek period an employee is on CFRA leave with the same District and employee contribution amounts as when the employee is working.
California Pregnancy Disability Leave (PDL)	Yes, runs concurrent with FMLA.	Must be disabled on account of their pregnancy, childbirth, or related medical conditions	Up to <u>4 months (17 1/3 weeks)</u>	No, leave is unpaid. Employees will use sick leave and, in some cases, will need to use extended sick leave (substitute differential).	Yes, benefits coverage is continued for up to the 17 1/3-workweek period an employee is on PDL leave with the same District and employee contribution amounts as when the employee is working.
Education Code Parental Leave	Yes, if an employee is eligible for FMLA/CFRA, parental leave runs concurrently.	Must have been employed for 1 year with the District.	Up to <u>12 workweeks</u> within 1-year of the birth of a child or the placement of a child for adoption or foster care.	Yes, an employee will first use his/her accrued sick leave and then will use extended sick leave for the remainder of the parental leave.	Benefits will continue as the employee will remain in paid status during this leave and the employee and District will have the same contribution requirements as when the employee is working.

**\*Please note that this chart merely summarizes, very briefly, these leave of absence laws. For a more detailed explanation regarding your rights and responsibilities under these various leave laws, please see Article 12 of the collective bargaining agreement between the District and CEA.**