

# **AGREEMENT**

**between the**

**BOARD OF EDUCATION  
of the  
PASADENA UNIFIED SCHOOL DISTRICT  
and**

**UNITED TEACHERS  
  
OF  
PASADENA/CTA/NEA**

**July 1, 2016 through June 30, 2018**



## **PASADENA UNIFIED SCHOOL DISTRICT**

Education Center  
351 S. Hudson Avenue  
Pasadena, CA 91109

### **Board of Education**

Ms. Kimberly Kenne	President
Mr. Roy Boulghourjian	Vice President
Mr. Larry Torres	Board Clerk
Dr. Adrienne Ann Mullen	Member, District 3
Mr. Patrick Cahalan	Member, District 4
Dr. Elizabeth Pomeroy	Member, District 5
Mr. Scott Phelps	Member, District 7

### **PUSD Bargaining Team**

Kathleen M. Sanchez	Chief, Human Resources
Dr. Shawn Bird, Ed.D.	Chief, Academic Officer
Ms. Bernadette Griggs	Chief, Business Officer
Dr. Margaret Abrahamson, Ed.D.	Assistant Superintendent, Planning, Innovation, Student Support Programs and Charters
Mr. Rodolfo Ramirez	Principal, San Rafael Elementary School
Ms. Sara Rudchenko	Principal, Wilson Middle School
Ms. Rita Exposito	Principal, Jackson STEM Dual Language Magnet School



## **UNITED TEACHERS OF PASADENA**

2303 E. Washington Boulevard  
Pasadena, CA 91104

### **Executive Board**

Alvin Nash	President
Karen Kobey	Vice President
Stephanie Cosey	Board Secretary
J. Manuel Carcido	Treasurer
Bernadine Burgess	Director, Area 1
Blanca Ramirez	Director, Area 2
Tina Renzullo	Director, Area 3
Lorna Washington	Director, Area 4
Allison Steppes	Director, Area 5

### **UTP Bargaining Team**

Susan C. Sawyer, Chairperson	Pasadena High School
Rosette Aghoian	Webster Elementary School
Stephanie Cosey	Wilson Middle School / PALS
Lita Haido-Mayer	Altadena Elementary School
Bethel Lira	Eliot Middle School
Alvin Nash, Ex Officio	UTP Office
Roberto Gallegos	CTA UniServ Director



## AGREEMENT

The Pasadena Unified School District and United Teachers of Pasadena agree that the attached items constitute an agreement between the parties, which shall be effective through June 30, 2018.

By \_\_\_\_\_

Brian McDonald  
Interim, Superintendent of Schools

By \_\_\_\_\_

Alvin Nash  
President of the Association





## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	1
ARTICLE II	2
ARTICLE III	3
ARTICLE IV	5
ARTICLE V	8
ARTICLE VI	13
ARTICLE VII	23
ARTICLE VIII	32
ARTICLE IX	40
ARTICLE X	56
ARTICLE XI	58
ARTICLE XII	61
ARTICLE XIII	62
ARTICLE XIV	66
ARTICLE XV	78
ARTICLE XVI	85
ARTICLE XVII	89
ARTICLE XVIII	95
ARTICLE XIX	106
ARTICLE XX	107
ARTICLE XXI	109
ARTICLE XXII	112
ARTICLE XXIII	113
ARTICLE XXIV	116
ARTICLE XXV	121
ARTICLE XXVI	123
ARTICLE XXVII	124
ARTICLE XXVIII	125
ARTICLE XXIX	126
APPENDIX A	
APPENDIX B	
APPENDIX C	
APPENDIX D	
APPENDIX E	
APPENDIX F	
APPENDIX G	
APPENDIX H	



## ARTICLE I

### AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Pasadena Unified School District ("Board/District") and the United Teachers of Pasadena/California Teachers Association/National Education Association ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

## ARTICLE II

### RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for the following negotiations unit:
  - 2.1.1 SHALL INCLUDE: All Certificated Employees including Child Development Permit Teachers, JROTC Teachers, and all Psychologist Classifications.
  - 2.1.2 SHALL EXCLUDE: any other positions appropriately designated as management; all supervisory and confidential employees; home teachers; Community Skills Center/ROP instructors; all substitute teachers, including day-to-day and long term; Superintendent of Schools; Deputy Superintendent; Assistant Superintendents; Administrators; Principals; Assistant Principals; Deans; Coordinators, Directors; Specialists; Program Directors; Child Development Supervisors; and any other positions on the management salary schedule.
  - 2.1.3 The inclusion of bargaining unit status, as contemplated herein, shall not apply to positions of limited duration. Limited duration, as used herein, shall mean positions of less than a semester.
- 2.2 The Association, in turn, recognizes the Pasadena Unified School District Governing Board as the duly elected representative of the people and agrees to negotiate with the Board's appointed representative(s).

## ARTICLE III

### ASSOCIATION RIGHTS

- 3.1 The District authorizes the Association to use the District's facilities and buildings at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Civic Center Act form to the immediate manager of the facility or building.
- 3.2 The immediate manager of the facility or building may grant the Association use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such equipment does not interfere with the normal student instruction or work production of the District. The Association shall pay for the cost of all materials and supplies used.
- 3.3 Upon request of the unit member, the Association shall have the right to represent him/her in any employment conditions covered by this contract and proceedings related to dismissal actions, except as provided for to the contrary, elsewhere in this Agreement.
- 3.4 The Association shall have the right to use a reasonable area of each facility's designated official bulletin board for the purpose of posting official Association notices. Such notices shall identify the Association as the sender of the communication, the date of posting and carry the name of the Association president. Such bulletin board area will be identified by the immediate manager of the facility and labeled "Association Business."
- 3.5 The Association may make reasonable use of the District mail services and unit members' mail boxes for written communication to unit members.
  - 3.5.1 The Association's written communications shall not defame or ridicule the District or its agents, nor shall it encourage the withholding of services (direct or adjunct) contemplated in Section 22.1 of the Agreement. These restrictions do not preclude the Association or its officers from exercising their right to freely express their constitutionally protected views on all issues affecting the educational and other policies of the District without fear of reprisal, discrimination or retaliation.
- 3.6 District Directory - Names, work locations, non-confidential addresses and telephone numbers of District employees shall be provided to the Association upon written request, at intervals not to exceed once per year. The District shall provide the above information on any new employees on a monthly basis.
- 3.7 The District shall provide the Association with two (2) copies of the complete Board of Education Meeting Agenda for each Board meeting, exclusive of executive session material.
- 3.8 Authorized representatives of the Association shall be permitted to transact official business on school property as long as the business is carried on during non-duty hours of unit members.

Such contact with unit members on school premises must occur only before or after school or during the lunch period. Authorized representatives of the Association shall be required to notify the site manager of his/her presence on the site. If the authorized Association representative is a unit member, he/she must transact official business on his/her non-duty time. Official business, as used in this section, shall mean conducting a called Association meeting at the site or the reasonable interviewing of witnesses for the processing of a grievance.

- 3.9 The District agrees to provide thirty (30) days of leave each year for Association representatives for the purpose of conducting Association business not prohibited by the provisions of Article XXIII (Work Stoppage). The President of the Association shall notify the Superintendent at least one working day prior to the absence. The Association shall reimburse the District for any substitute costs involved in providing the leave.
- 3.10 United Teachers of Pasadena shall have the exclusive right to represent the interests of its bargaining unit members on all joint and district-wide committees. Consequently, the Association shall appoint its unit members to all District/Association Joint Committees. In addition, the Association shall appoint its unit members to district-wide committees, as it deems appropriate, for the purpose of contributing specific area(s) of expertise. The District's appointment of additional Association unit members to district-wide committees shall not diminish the number of the Association's appointments.
- 3.11 Designated representatives of the Association may make brief announcements at the end of faculty meetings provided the announcements do not involve controversial matters of employer/employee relations.

## ARTICLE IV

### DISTRICT RIGHTS

- 4.1 This Article is intended to ensure that the District retains all rights and powers which it has not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be construed as:
- 4.1.1 expanding the rights of the District beyond statutory and constitutional limits;
  - 4.1.2 waiving the rights of individual unit members under the Education Code or other statutes or constitutions; or
  - 4.1.3 waiving or otherwise diminishing the rights of the Association or of unit members as set forth in other Articles of this Agreement.
- 4.2 If there is a direct conflict between the retained rights of this Article and the rights of unit members or of the Association as set forth in some other Article of this Agreement, the language of the latter shall prevail. Also, it is recognized that several of the following subject matter fall within the scope of consultation under Government Code Section 3543.2; this Article is not intended to limit such consultation rights, but rather to indicate that the final decision in such matters lies with the District. Subject to the foregoing qualifications, it is agreed that all matters which are not enumerated as within the scope of negotiation in Government Code Section 3543.2, and also all powers and rights which are not limited by the terms of other Articles of this Agreement, are retained by the District.
- 4.3 Such retained rights include, but are not limited to, the exclusive right to:
- 4.3.1 determine the legal, operational, geographical and organizational structure of the District, including all advisory commissions and committees;
  - 4.3.2 determine all sources and amounts of financial support for the District and all means or conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements posed by law or by funding sources as a condition of receiving funds;
  - 4.3.3 determine all budget matters and procedures, including all budgetary allocations, reserves and expenditures apart from those expenditures expressly required by other Articles of this Agreement.

- 4.3.4 determine the number, type and location of all District owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the work, service and activity functions assigned to each or such properties;
- 4.3.5 determine the classes to be formed and taught and the other duties and services to be rendered to the public and the services to be rendered to District personnel in support of the services rendered to the public; methods, frequency and standards of services; performance standards (subject to Article VIII Evaluation Procedures); job content and qualifications; and the personnel, supplies, materials and equipment to be used in connection with such services;
- 4.3.6 determine, to the extent permitted by the Education Code, the utilization of persons not covered by this Agreement, including but not limited to substitutes, instructional aides, and others excluded in Article II, Recognition, to do work which is normally done by persons covered hereby, and the methods of selection and assignment of such personnel;
- 4.3.7 determine the educational policies, procedures, objectives, goals and program, curricula, textbooks, course content, pupil placement, guidance, grading, testing, records, support services, pupil conduct and discipline policies, and extracurricular and co-curricular activities;
- 4.3.8 select, classify, direct, utilize, promote, demote, discipline (pursuant to Education Code provisions and Article XXIV "Discipline" of this Agreement), lay off, terminate and retire any personnel of the District, subject to Education Code restrictions upon same;
- 4.3.9 assign employees to any location (subject to Article VII, Transfers and Reassignments), and also to any facilities, classrooms, activities, academic subject matters, specialties, departments and grade levels;
- 4.3.10 determine (subject to Article X, Class Size) staffing patterns, including but not limited to the number of employees;
- 4.3.11 determine whether, when and where a job opening exists;
- 4.3.12 determine the job classifications and the content and qualifications thereof;
- 4.3.13 determine the affirmative action and equal employment policies and programs to improve the participation of women and minorities;



- 4.3.14 determine the dates, time and hours of operation of any District facility, function, service or activity (subject to Article VI, Hours);
  - 4.3.15 determine safety and security measures for employees (subject to Article XI, Safety), students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters; and
  - 4.3.16 determine the rules, regulations and policies for all employees, students, and the public (subject to the limitations of the other Articles of this Agreement).
- 4.4 It is understood that the right to "determine" as used in Section 4.3 above includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters.
- 4.5 The above-mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitation upon the District's rights. The exercise of any right reserved to the District in this Article in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- 4.6 It is agreed that the contractual rights of the Association and of unit members are set forth in the other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District, or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance provisions of Article V. Provided, however, that nothing contained herein shall be construed to prevent the filing of grievances, pursuant to Article V, contending that an act or omission by the District constitutes a violation of an express term or some other Article of this Agreement, so long as such article is not by its own terms excluded from the grievance provision of Article V.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### 5.1 Definitions

- 5.1.1 A "grievance" is a statement by a unit member or the Association that the District has allegedly violated, misinterpreted or misapplied an express term or provision of this Agreement and by reasons of such violation his/her/its rights have been adversely affected.
- 5.1.2 A "grievant" is an individual unit member or the Association who alleges that a grievance has occurred. If two or more unit members have the same or similar grievance, then the District shall process the first grievance filed and shall apply the remedy thereto to all other grievances filed on the same or similar subjects.
- 5.1.3 "Days" shall consist of days during which the District central office is open for business. Any time limits affected by the Winter or Spring breaks, shall be extended by ten (10) and five (5) days respectively.
- 5.1.4 The "immediate supervisor" is the manager having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances. Normally the "immediate supervisor" will be the grievant's Principal. In the case of a traveling unit member, the "immediate supervisor" shall be the Principal at the site where the alleged violation took place, or the departmental supervisor if the allegation is not site based.
- 5.1.5 An alleged violation, misinterpretation, or misapplication of the Contract by a District administrator other than the grievant's immediate supervisor, shall be grieved beginning at Formal Level Two of the grievance procedure.
- 5.1.6 The "grievance forms" shall be appropriate to each formal level of the grievance procedure to include formal levels one through four. The "grievance forms" are contained within Appendix H.

#### 5.2 Purpose

- 5.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to a grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The issuance of an arbitration decision is a matter of public record.

### 5.3 Procedure

#### 5.3.1 Informal Level:

Before filing a formal grievance the grievant shall attempt to resolve the alleged grievance by having an informal conference with his/her immediate supervisor. Such a conference shall be held within twenty (20) days of the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days from the date the grievant has, with reasonable diligence, knowledge of the act or omission.

5.3.1.1 If the grievant is not satisfied with the disposition of the grievance at the Informal Level and intends to pursue the matter, then, within ten (10) days after presentation of the grievance at the Informal Level, the grievant shall file a Formal Level One grievance in writing with his/her immediate supervisor.

#### 5.3.2 Formal Level One:

5.3.2.1 A Formal Level One grievance shall be presented in writing to the immediate supervisor using the grievance form, with a copy simultaneously provided to the Association. The immediate supervisor shall meet with the grievant and designated Association representative within five (5) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefor, to the grievant(s) and the Association within five (5) days of such meeting. These timelines shall be deemed extended if the grievant(s) and the Association representative are unavailable to meet.

5.3.2.2 If the grievant is not satisfied with the disposition of the grievance at Formal Level One, then the grievant may, within ten (10) days of receipt of the decision at Formal Level One, appeal in writing to Formal Level Two to the District's designated Grievance Officer, with a copy simultaneously provided to the Association.

#### 5.3.3 Formal Level Two:

5.3.3.1 The District's designated Grievance Officer shall meet with the grievant and designated Association representative within five (5) days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to the grievant(s) and the Association within five (5) days of such meeting. These timelines shall be deemed extended if the grievant(s) and/or Association representative are unavailable to meet.

5.3.3.2 If a grievance is not resolved at Formal Level Two, the two parties may mutually agree to implement the "local grievance resolution process" as contained in Section 5.3.4. The parties shall have ten (10) days from receipt of the written decision in Section 5.3.3.1 above to reach mutual agreement on whether to proceed to "local grievance resolution." If the two parties fail to reach mutual agreement, then within twenty (20) subsequent days the grievant may request in writing to the Association's Executive Board, at its next regularly scheduled meeting, that the Association submit the grievance to binding arbitration as contained in Section 5.3.5.

5.3.4 Formal Level Three:

5.3.4.1 The District and the Association shall convene a "local grievance resolution session" within ten (10) days of mutually agreeing to utilize this process.

5.3.4.2 The Association will designate up to three (3) representatives.

5.3.4.3 The District Superintendent will designate up to three (3) District representative(s).

5.3.4.4 The representatives for both parties will have full authority to reach agreement.

5.3.4.5 If the Association and the Superintendent or his/her designee have not resolved the grievance within twenty (20) days from the last meeting of the "local grievance resolution session," the grievant may request in writing to the Association's Executive Board, at its next regularly scheduled meeting, that the Association submit the grievance to binding arbitration as contained in Section 5.3.5.

5.3.5 Formal Level Four:

5.3.5.1 If the Association proceeds to arbitration, it shall notify the District in writing within five (5) days of the meeting referenced in Section 5.3.3.2 or Section 5.3.4.5 and shall simultaneously request a list of five (5) arbitrators from the California State Conciliation Service. Within ten (10) days of receiving a list of arbitrators from the California State Conciliation Service, representatives of the District and the Association shall agree upon an arbitrator and contact the arbitrator within two (2) days to schedule dates for arbitration sessions. The decision as to who strikes the first name shall be determined by the flip of a coin. The parties shall alternately strike names from the list until only one name remains. This person shall serve as the arbitrator.

5.3.5.2 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The arbitrator shall have no power to amend, alter, change, or add to or subtract from any of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such as financial reimbursement or other remedies as proposed in the grievance. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before he/she hears the merits of the grievance, if it has been determined to be arbitrable.

5.3.5.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, except for release time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

5.3.6 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 unit member.

5.3.7 The written statement of the grievance or appeals shall contain the provisions of the Agreement alleged to have been violated, the circumstances involved, the decision, if any rendered at the previous level, and the specific remedy sought.

5.3.8 The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

#### 5.4 Time Limits

5.4.1 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

5.4.2 The time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.

5.4.3 If the grievance is not processed by the grievant in accordance with the time limits set forth in this Article, then the grievance shall be considered settled on the basis of the

decision last made by the District. If the District fails to respond to the grievance in accordance with the time limits set forth in this Article, then the grievance shall be deemed denied and the grievant may proceed to the next level.

- 5.4.4 If a grievance has not been resolved by the end of the school year, then the grievance clock stops and resumes after the first ten (10) student days at the start of the following school year at the same grievance level previously reached. The grievant shall have the right to exercise his/her discretion whether or not to waive, in writing, the above referenced timeline and continue the grievance procedure from the last day of the school year.

## 5.5 Rights of Representation

- 5.5.1 A grievant may be represented by an Association representative(s) at all levels of the grievance procedure, to include the Informal Conference.
- 5.5.2 A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. The District shall provide a copy of the grievance to the Association within three (3) days of receipt of the grievance. If any employee presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a 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.
- 5.5.3 Reasonable release time shall be granted for processing grievances, however, meetings will normally be scheduled at a time that will not conflict with regular unit members' instructional duties. However, unusual circumstances may warrant that a grievance meeting be conducted during the grievant's regular instructional time. When arbitration hearings are scheduled so as to conflict with the work hours of the grievant, representatives, and/or witnesses, release time without loss of salary or benefits will be provided.

## 5.6 No Reprisals

- 5.6.1 No reprisals of any kind shall be taken by the District against the grievant, any participant, the Association, or any party in interest in the grievance procedure.

## ARTICLE VI

### HOURS

- 6.1 The District and the Association recognize that the varying nature of a unit member's day-to-day professional responsibilities does not easily lend itself to a duty day of rigidly established length. Unit members shall spend as much time as necessary to fulfill their instructional and professional responsibilities. Although the minimum site-based assignment hours may be less than forty (40) hours per week, it is understood that fulfillment of a unit member's total professional responsibilities will generally require a work week well in excess of forty (40) hours.
- 6.2 The On-Site Workday For All Unit Members Shall Be Structured As Follows.
- 6.2.1 For classroom teachers, department chairpersons and resource teachers, the on-site workday shall begin twenty (20) minutes before {eighteen (18) minutes before for teachers at grades 9-12} the site's regular student instructional day and shall end twenty (20) minutes following the end of the site's regular student instructional day.
- 6.2.1.1 For Child Development classroom teachers, the on-site workday shall begin thirty (30) minutes before the site's regular ECP student instructional day and shall end thirty (30) minutes following the end of the site's regular ECP student instructional day.
- 6.2.2 On Fridays and days immediately preceding a holiday, unit members may leave the site fifteen (15) minutes after the end of the site's regular instructional day, provided that one bargaining unit member remains on duty on said days for the full period of twenty (20) minutes to insure proper student supervision.
- 6.2.3 Notwithstanding the provisions of Section 6.2, above, the on-site workday for counselors and librarians shall be eight and one-half (8.5) hours, including a duty free lunch of not less than thirty (30) minutes.
- 6.2.4 The parties recognize the joint responsibility of managers and unit members assigned to bus duty to provide for adequate student safety during periods of transportation-related problems.
- 6.2.5 Managers and unit members shall provide for campus safety and student supervision during the school day, and in the periods of the time adjacent thereto, as well as while performing adjunct duties at activities sponsored by the School/District. Except in

unusual safety-related situations that necessitate unique responses, the current contractual provisions contained in Article VI shall be observed; it is not the intent of the District to create new assignments for secondary teachers to regularly rotating supervision schedules of particular portions of the school site during the lunch period, or the periods prior to the warning bell before the start of the student day, or the period after the dismissal bell at the end of the student day.

6.3 District Wide Banking Time for Professional Development

6.3.1 The parties recognize the importance of and remain committed to weekly, collaborative professional development meetings and activities. The use of the term "teacher" throughout this language is intended to refer to all of the bargaining unit members: teachers, counselors, librarians, nurses, speech pathologists, and school psychologists, as applicable.

6.3.2 Professional development involves independent and/or group activities designed to strengthen and improve teaching practices and student academic achievement. Professional development may include, but is not limited to, activities that improve the knowledge of teachers and principals concerning the academic subjects that teachers teach; effective instructional strategies, methods, and skills; and the effective use of standards, assessments and data to improve classroom practices, teaching and student learning. Professional development is a continuous process of individual and collective examination of practice. It should empower individual educators and communities of educators to make complex decisions; identify and solve problems; and connect theory, practice, and student outcomes.

6.3.3 Professional development activities shall be offered on a weekly basis as part of a two hour "Professional Development Meeting." The two hours or 120-minutes shall be accounted for as follows:

6.3.3.1 During each school week of the 2007-2008 school year and thereafter, excluding holidays, all schools will bank 20 minutes of instructional time, Tuesday through Friday, for a maximum total of 80 banked minutes per week. These banked minutes reflect an increase of 20 instructional minutes per day, as defined in this Article VI – Hours, however, these banked minutes do not increase the "on-site workday," as that term is defined herein. The resulting 80 banked minutes, plus an additional 40 minutes of non-instructional time (on the Monday of the Professional Development Meeting) will be used to create the referenced weekly, two hour, "Professional Development Meeting."



6.3.3.2 Child Development unit members shall not participate in "A" and "B" Monday professional development activities.

6.3.3.3 During each school week of the 2010-2011 school year and thereafter, Child Development Programs shall not bank 20 minutes of instructional time during Tuesday through Friday.

6.3.4 The weekly-banked minutes will be utilized for professional development on the non-holiday Monday, immediately following the week in which they were banked. If more time is banked than is used for professional development, the over-banked instructional minutes will be returned to teachers in the form of a shorter instructional day on the last workday before Winter Break and Spring Break. If more than one "shorter instructional day" is necessary to compensate teachers for the over-banked instructional minutes, then the second to the last day before Winter Break and/or Spring Break will also be used. On these days, unit members may leave the site fifteen (15) minutes after the end of the instructional day.

6.3.5 District representatives and/or the site administrator shall lead professional development activities on "A Mondays." Teachers shall lead individual or small group professional development activities on "B" Mondays. Teachers on Special Assignment may lead or assist with professional development activities on "A" Mondays.

6.3.6 "A" MONDAYS PROFESSIONAL DEVELOPMENT ACTIVITIES

6.3.6.1 The following activities are consistent with the definition of Professional Development as set forth in this Article and shall be conducted on "A" Mondays as determined by the site administrator or his/her designee. (It is understood that 'designee' shall not include a UTP bargaining unit member).

All-Staff Meetings

Grade Level Meetings

Department Meetings

Vertical Team Meetings

Committee Meetings

Team Review of Student Work

Curriculum, Instruction, and Assessment

Data Assessment

Trainings

Meetings may include school site concerns, announcements, faculty discussion, and UTP announcements not to exceed 15 minutes (consistent with Section 3.11 of the current Agreement).

All "A" Monday Professional Development Activities shall be completed within the contractual workday.

6.3.7 "B" MONDAYS PROFESSIONAL DEVELOPMENT ACTIVITIES

6.3.7.1 The following activities are consistent with the definition of Professional Development set forth in this Article and shall be conducted on "B" Mondays as determined by the individual bargaining unit member(s).

- Parent/student conferences – teacher(s)/counselor initiated conferences
- IEPS – conferences, report writing
- SST meetings
- 504 meetings
- Standards-based curriculum development and lesson planning
- Data entry – language arts & math, IEP reports, grades/rubrics, report cards
- Reviewing, analyzing, and grading student work
- Parent communication
- Classroom set-up in support of instruction

All "B" Monday Professional Development Activities shall be completed within the contractual workday.

6.3.8 Professional development A and B meetings shall alternate. For example, a Type A Professional Development Meeting shall be followed by a Type B Professional Development Meeting on the following non-holiday Monday. The first Professional Development Meeting in any given school year will be held on the first instructional Monday of the school year and will be an "A Monday."

6.3.9 A written agenda for "A Monday" Professional Development meetings will be provided by the school site administrator to unit members on the Friday prior to the meeting. Similarly, a written agenda for "B Monday" Professional Development meetings will be provided by each unit member and given to the school site administrator on the Friday prior to the meeting.

#### 6.3.10 DISTRIBUTION OF INSTRUCTIONAL MINUTES IN BANKING TIME FRAMEWORK

6.3.10.1 The distribution of instructional minutes shall conform to the Banking Time Framework as follows:

Mondays: Kindergarten = one hundred eighty (180); Full-Day Kindergarten and Grades 1-5 = two hundred twenty-five (225); Grades 6-8 = two hundred sixty-five (265); and Grades 9-12 = two hundred ninety (290).

Tuesdays through Fridays: Kindergarten = two hundred five (205); Full-Day Kindergarten and Grades 1-5 = three hundred twenty-five (325); Grades 6-8 = three hundred sixty-five (365); and Grades 9-12 = three hundred ninety (390).

6.3.10.2 For Child Development Programs, the distribution of instructional minutes shall not conform to the Banking Time Framework, Section 6.3.10.1 of the Agreement, and shall conform as follows: Mondays through Fridays: one hundred eighty (180) minutes per session for two (2) sessions per day.

6.4 Adjunct duties that do not involve the entire staff are by their nature subject to sharing or distribution among the unit members and staff at each site. The District shall make a reasonable effort to assign adjunct duties on an equitable basis and with reasonable advance notice. Prior to the assignment of adjunct duties, volunteers will be sought; if a teacher serves as an annual club sponsor or in any other adjunct duty during the lunch hour, said service shall preclude the assignment of other adjunct duties.

6.4.1 If such duties are paid by student body funds or other sources, they shall not be counted in determining the "equitable distribution" of duties.

6.5 The District shall administer the above in a reasonable manner.

6.6 Unit members shall have a duty-free lunch period, at a time arranged by site management, of at least thirty (30) consecutive minutes, exclusive of passing periods, except for student safety emergencies such as fire drills.

6.7 Each full time unit member teaching under departmentalized conditions shall be afforded one scheduled class period as part of the regular basic assignment as a preparation/planning duty period. In situations involving STAR program testing schedules (or any successor program thereto), daily preparation/planning may be rescheduled by the site manager provided the unit member receives the same overall amount of preparation/planning time during a two week

period of rescheduling as he/she would have received in the more traditional student instructional format. Elementary RSP Teachers will be provided with a preparation/conference period outside of student instructional hours. Preparation/planning duty time shall be utilized for professional preparation and planning purposes, unit member/student conferences, unit member/parent conferences, unit member/administrator conferences, administrative assignments and student testing and guidance team meetings for Special Education Teachers. Administrative assignments are for extraordinary circumstances such as:

6.7.1 school campus security,

6.7.2 student safety related emergencies, and

6.7.3 substituting for a temporarily absent unit member.

6.7.3.1 If a unit member at a departmentalized school is required to render substitute service during his/her preparation period, he/she shall be paid the prorated amount of the daily substitute rate for a teaching period of substitute service; if a unit member assigned to a non-departmentalized school, or a departmentalized school without a preparation period is required to receive students from a temporarily absent teacher, he/she shall be paid the prorated amount of the daily substitute as the students he/she was required to receive bears to the number of students in the absent teacher's class (e.g., receiving 15 of 30 students for a day will result in the payment of one-half of the daily rate of substitute pay). If administratively feasible, such substituting assignments shall be on a voluntary basis. Site administrators shall equitably distribute assignments for substituting for temporarily absent unit members among unit members with a common preparation/planning duty period.

6.7.4 At middle and high schools with a "Four-by-four" block schedule, the District shall afford each unit member one class period daily for the purpose of preparation/planning or collaboration as part of the regular assignment as follows:

6.7.4.1 The District shall afford each unit member one class period for the purpose of preparation/planning on each Monday equal in minutes to the number of instructional minutes of one Monday class period.

6.7.4.2 The District shall afford each unit member one class period for the purpose of preparation/planning on each alternating day (Tuesday/Thursday or Wednesday/Friday) equal in minutes to the number of instructional minutes of one Tuesday-Friday class period.

6.7.4.3 The District shall afford each unit member one class period for the purpose of collaboration on each alternating day (Tuesday/Thursday or Wednesday/Friday) equal in minutes of one Tuesday-Friday class period. The process of “collaboration” shall be determined at each school site by the unit members and the Principal.

For example:

Teachers assigned Period 1, 3, 5, or 7 as his/her preparation/planning period

Monday preparation/planning period

Tuesday preparation/planning period

Wednesday collaboration period

Thursday preparation/planning period

Friday collaboration period

Teachers assigned Period 2, 4, 6, or 8 as his/her preparation/planning period

Monday preparation/planning period

Tuesday collaboration period

Wednesday preparation/planning period

Thursday collaboration period

Friday preparation/planning period

6.8 The official school calendars for the next three (3) years are attached as Appendix D. The parties shall sustain the school calendar for a subsequent three (3) year period by annually agreeing to the extension of the remaining two (2) years for a third (3rd) year. Each school year, the parties shall agree to the calendar for a new third (3rd) year no later than January 31.

If the two parties do not reach agreement for the Official Calendar in a subsequent third year by the date prescribed by the Collective Bargaining Agreement, then the status quo calendar template shall prevail.

6.8.1 Contingent upon District compliance with the S.B.85 rules and regulations being developed by the State Superintendent of Public Instruction, the United Teachers of Pasadena and Pasadena Unified School District agree that the work calendar will be as follows:

6.8.2 The teacher work year shall remain at 186 days, including six (6) days of non-student, non ADA status. The Child Development 10-month teacher work year shall be 186 days, including three (3) days of non-student, non ADA status. The counselor and librarian work year shall remain 203 days.

6.8.3 If any school site wishes to change its Back-to-School Night and/or Open House for the subsequent school year to a date that is different than the Official Calendar, then the revised date(s) for Back-to-School Night and/or Open House shall be determined officially no later than January 31 of the current school year. Revised date(s) for Back-to-School Night and/or Open House shall be determined by a simple majority (50% plus 1) secret ballot vote of UTP bargaining unit members at the individual school sites as conducted by the Association. These school-based decisions must take into account the need to accommodate parents with children at different grade levels, yearly testing schedules, Board of Education meetings, feeder school considerations, religious holidays, and bus schedules/release times. Back-to-School Night and Open House shall not occur on a Monday for any school site. Furthermore, for K-8 schools, middle schools, and high schools, Back-to School Night and Open House shall not occur on a Tuesday or on a Friday due to instructional minutes required by the Education Code.

This section shall not be subject to Article XIX, Contract Waivers.

6.9 Pursuant to the provisions of Education Code Sections 46114 and 46142 (in effect on 2/20/87), the District shall schedule a special one hundred eighty (180) minute instructional day for students on the days that schools are scheduled to have "Open House" and "Back-to-School" activities in the evening. A unit member may leave his/her job site thirty (30) minutes after the student special schedule dismissal time for said Open House and Back-to-School activities.

6.9.1 The regular day schedule of instructional minutes shall be: ECP = one hundred eighty (180) per session for two (2) sessions per day; Kindergarten = two hundred (200); Grades 1-5 = three hundred five (305); Grades 6-8 = three hundred forty-five (345); and Grades 9-12 = three hundred seventy (370).

6.9.2 The minimum day schedule of instructional minutes shall be: Kindergarten = two hundred (200); Grades 1-12 = two hundred forty (240).

6.9.2.1 For Child Development Programs, there shall not be a minimum day schedule of instructional minutes.

6.9.3 The testing day schedule of instructional minutes at the high school level, excluding Rose City High School, for three (3) days at the end of each semester shall be; two hundred forty-seven (247).

6.9.3.1 Effective the 2014-2015 school year, the testing day schedule of instructional minutes at Rose City Continuation High School for one (1) day at the end of the

first and third quarters and for two (2) days at the end of each semester shall be two hundred forty-seven (247).

6.9.4 For Child Development Programs, the District shall not schedule a special one hundred eighty (180) minute instructional day for students on the days that schools are scheduled to have "Open House" and "Back-to-School" activities in the evening.

6.9.4.1 The District may ask Child Development teachers to work an additional three (3) hours on a voluntary basis at their regular daily rate of pay in order to have "Open House" and "Back-to-School" activities in the evening.

6.10 Unit members assigned to elementary schools shall have one regular school day in October for the purpose of holding conferences with the parents of their students. Unit members shall make a reasonable effort to contact the parents and schedule conferences, at the school, on this day or during the unit members' regular workday within the month of October. Unit members shall not be expected to hold a conference with any parent who is unwilling to attend a conference at the school at times stated above, but shall be required, in the absence of a conference, to mail a written summary of student progress to the parent(s). Parent Conferences are to be determined as part of the calendar setting process of the contract year.

6.11 Unit members assigned to the elementary and middle schools shall have October designated as "Teacher/Parent Conference Month." Teachers may schedule parent conferences before school, after school, during the conference period during the month of October, and during the designated Conference Day.

6.11.1 Administrators will make every effort to be on campus if teachers are conferencing late in the afternoon.

6.11.2 The designated Teacher/Parent Conference Day is a pupil-free day that will be used for conferences. There will be no competing in-services or meetings on the designated Teacher/Parent Conference Day.

6.12 This section applies to the various meetings required by the Federal Regulations governing individualized education programs for students with disabilities:

6.12.1 The District shall make every effort to schedule such meetings during the regular workday.

6.12.2 For unit members with classroom assignments, the District shall make every effort to schedule such meetings during the unit members preparation/planning duty time.

6.12.2.1 If this is not possible, then a good faith effort shall be made to schedule such meetings during the regular work day immediately before or after school. If such meetings must be scheduled during the regular workday while the unit member's classes are in session, then released time shall be provided.

- 6.13 Evening meetings that unit members are required to attend, such as "Open House" or "Back to School" nights, shall not be scheduled to last later than 9:00 p.m.
- 6.14 Unit members shall be provided one (1) physical relief break each morning.
- 6.15 Except for those with itinerant location schedules, unit members shall be paid \$500.00/semester if required by their daily assignments to travel between District locations; said travel compensation shall be in addition to mileage reimbursement at the IRS established rate, and shall be in lieu of any daily conference period allocation for travel purposes.
- 6.16 Without the allocation of resources beyond current levels, each elementary classroom teacher shall be provided with approximately sixty (60) minutes per full week of planning/preparation time; said time shall be duty free, except in unusual safety related circumstances.
- 6.16.1 An individual school site faculty and administrator shall develop a site specific plan to implement this provision subject to the approval of the Superintendent or Designee. If the District or the Association believes that a site plan is not working properly at a particular site, representatives of the parties shall meet in an attempt to resolve the situation.

6.17 FULL INCLUSION

In addition to general staff development activities related to full inclusion that are provided to teachers of regular education classes, the District shall provide a particular unit member in this group with specialized training, instructional materials and the support of specialists when a profoundly impaired student (as designated by the Special Education Department of the District) is fully included in his/her class.

Consistent with good administration practice, the preference of the teacher of a regular education class shall be one of the factors considered before a profoundly impaired student is assigned to his/her class. Said information, as well as the composition and size of the regular education class shall be important considerations when assigning a profoundly impaired student to a regular education classroom; when all other factors are equal, said students will be assigned to classes of lower size.



## ARTICLE VII

### TRANSFERS AND REASSIGNMENTS

#### 7.1 Definitions

- 7.1.1 A transfer is defined as a change of schools, or worksites within the District for a probationary (involuntary transfer) or permanent unit member (voluntary or involuntary transfer). A transfer may be voluntary (requested by the unit member) or involuntary (initiated by the District). The provisions of this article shall not apply to unit members serving in a temporary status.
- 7.1.2 An assignment is the placement of a unit member in a subject area or grade level, and is effective at the start of employment in the District or during the notification period consistent with Section 7.16.1. Assignments shall not be made in an arbitrary, capricious, discriminatory, or retaliatory manner.
- 7.1.3 A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another such as team teaching, restructuring, or other reconfiguration within the same worksite. Once the notice of assignment is given to the unit member, any change thereafter shall be considered a reassignment.
- 7.1.4 An opening is defined as a newly created position which the District has determined is to be filled by a probationary or permanent unit member rather than by a substitute or temporary employee.
- 7.1.5 A vacancy is any position that does not have a unit member assigned to it. This includes any vacated or promotional positions, and positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District.
  - 7.1.5.1 Reconfiguration is the reallocation of grade levels at a school site(s). For example, changing grade levels at elementary sites from K-6 to K-5, etc.
  - 7.1.5.2 Restructuring is based upon the level of Program Improvement status as determined by the California Department of Education.

- 7.1.6 Seniority is defined as the unit member's first date of paid service in probationary status in the bargaining unit.

7.2 Posting of Openings/Vacancies

- 7.2.1 The District's Human Resources Department shall send to the Association and all bargaining unit members via the District's email server all openings/vacancies for an ensuing school year prior to April 15. Postings shall contain a closing date for the submission of voluntary transfer requests, which is at least ten (10) work days following the electronic posting date.
- 7.2.2 After April 15, openings/vacancies at schools ranked in deciles 1 to 3, inclusive, on the Academic Performance Index, may be filled by internal and external applicants in accordance with Education Code section 35036.
- 7.2.3 For openings/vacancies that occur during the summer recess period, but prior to August 15, the District's Human Resources Department shall send to the Association and all bargaining unit members via the District's email server a list of all openings/vacancies as they occur.
- 7.2.4 Upon knowledge of openings/vacancies, the District's Human Resources Department shall send to the Association and all bargaining unit members via the District's email server a list of all openings/vacancies which occur during the work year and for the following work year. The list shall contain the following:
- 7.2.4.1 A closing date which is at least ten (10) working days following the posting date.
- 7.2.4.2 A job description.
- 7.2.4.3 Credentials and qualifications necessary to meet the requirements of the position.
- 7.2.5 No assignment to fill the opening/vacancy shall be made until after the closing date.

7.3 Voluntary Transfer

- 7.3.1 A voluntary transfer is the movement of a permanent unit member from one work location to another work location. The transfer may include a change in grade-levels and/or subject area as long as the move involves changing worksites. An overall rating of "unsatisfactory" on the most recent summative evaluation shall preclude a unit member from submitting a request for a voluntary transfer.

- 7.3.2 The following factors shall be utilized in priority order to determine which unit member receives an interview for a voluntary transfer to fill a vacancy/opening:
- 7.3.2.1 Possession of appropriate credential and/or authorizations
  - 7.3.2.2 Unit member must have a voluntary transfer request on file with the District on or before the closing date.
- 7.3.3 A selection shall be in place to interview those voluntary transfers that meet criteria in Section 7.3.2. In cases where no selection is made, openings/vacancies shall be posted for external candidates. The top two (2) voluntary transfer candidates from the previous interview shall be afforded a second interview.
- 7.3.4 A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.
- 7.3.5 If a unit member's request for a voluntary transfer request is denied, the District shall notify the unit member. Upon request, the unit member shall receive written reasons for the denial. Such request(s) shall be made within ten (10) working days of notification. The Director of Human Resources shall provide the written reasons within ten (10) working days of the request. The unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial.
- 7.3.6 If the unit member requests that her/his application for transfer be kept confidential, the supervisor at her/his worksite shall not be notified by the District of the application.
- 7.3.6.1 An employee may file a transfer request by submitting a request to transfer form to Human Resources.
  - 7.3.6.2 Properly filed transfer requests shall be valid for one (1) calendar year. Continuing transfer requests must be renewed in writing after one (1) calendar year.
  - 7.3.6.3 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the unit member's present assignment.
  - 7.3.6.4 A request for transfer may be withdrawn by the unit member in writing to Human Resources at any time prior to official notification or transfer approval.
  - 7.3.6.5 Upon request, a unit member in a special education program assignment who holds another teaching authorization, shall be eligible for a voluntary transfer

out of the special education program after serving five (5) consecutive years in the assignment.

7.3.7 When a transfer request is granted, the Director of Human Resources shall give the unit member and appropriate division and site management official notification of its disposition.

7.3.8 A unit member granted a voluntary transfer normally shall be expected to remain at the site for not less than three (3) years.

#### 7.4 Seniority

7.4.1 For purposes of this Article only, unit members with the same seniority date shall have their seniority number determined first by the following seniority tiebreaker criteria:

1. Professional Clear Credential = 1 point
2. Supplemental credential or authorization = 1 point for each credential and/or authorization
3. Years of previous teaching experience = 1 point for each year
4. Bachelor's degree + 18 units = 1 point  
Bachelor's degree + 36 units = 2 points  
Bachelor's degree + 54 units = 3 points
5. Master's degree in education or content area = 4 points
6. Doctorate degree in education or content area = 5 points

7.4.2 If the above criteria do not break the tie, then the seniority ranking shall be determined by lot. The lottery shall be conducted in the presence of at least two (2) Association representatives.

7.4.3 A unit member on a District approved leave of absence shall continue to earn seniority while on leave.

#### 7.5 Involuntary Transfer/Reassignment

7.5.1 Involuntary transfer/reassignment shall be made only for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members pursuant to Article X, Class Size; changes in course section needs of the master schedule as determined by student placement; elimination of program(s) and/or funding; worksite closings; or a legitimate and documented program-related need of the District. The need must be clear and compelling.

7.5.2 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority with the appropriate credential shall be transferred or reassigned.

7.5.2.1 If there is a program-related need, the District will first seek volunteers prior to making any involuntary transfer or reassignment. If an involuntary transfer or reassignment becomes necessary for this reason, the District will only consider the following factors:

- a. Appropriate credentials;
- b. Appropriate recent experience;
- c. Maintenance or revision of current programs;
- d. Establishment of a new program;
- e. If the above factors are equal, the least senior unit member with the least seniority with the appropriate credential shall be transferred or reassigned.

7.5.2.2 The District shall not involuntarily transfer or reassign a unit member for punitive, performance, disciplinary reasons or in retaliation for legally protected activities or without just cause and will provide due process to the unit member.

7.5.2.3 The decision of the District shall not be arbitrary, capricious, or lack basis in fact.

7.5.2.4 A unit member who has been involuntarily transferred or reassigned under the provisions of this section 7.5.2 cannot be involuntarily transferred or reassigned under this section 7.5.2 for three years.

7.5.2.5 If there is a program related need, the unit member being involuntarily transferred or reassigned shall be notified in writing as soon as possible, which states the basis for the District's decision and may meet, at the unit member's request, with the Superintendent or his or her designee.

7.5.3 The unit member(s) under consideration for involuntary transfer shall be notified as soon as possible.

- 7.5.4 A unit member being involuntarily transferred shall be placed prior to voluntary transferees and outside applicants.
- 7.5.5 When a choice of positions is possible, unit members to be involuntarily transferred may indicate an order of preference. The District shall make a good faith effort to grant one (1) of the three (3) preferences indicated by the transferee.
- 7.5.6 Unit members being involuntarily transferred shall normally be placed in teaching or other appropriate positions, such as, but not limited to, counselor, librarian, nurse, or resource teacher. Use of unit members as day-to-day substitutes shall be kept to a minimum.
- 7.5.7 Unit members who are transferred/reassigned during the work year shall be allowed three (3) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is transferred/reassigned.
- 7.5.8 Up to three (3) days of release time or paid time at the unit member's pro-rata daily rate of pay will be provided if the involuntary transfer or reassignment occurs during the preceding school year or during the summer up to the beginning of the unit member work year, with the effective date of the transfer or reassignment being the beginning of the school year. Unit members being transferred or reassigned to a different location within the school may request reasonable assistance in moving materials in the new assignment.
- 7.6 Transfer Necessitated by School Closure, Reconfiguration, Reorganization, or Natural Disaster
  - 7.6.1 Unit members affected by Section 7.6 above shall be afforded first priority for filling any new or vacant positions. The "first priority" shall mean that such unit members shall be placed in openings/vacancies prior to placing voluntary transfers, new hires, and/or returning temporary and leave of absence unit members into openings/vacancies.
  - 7.6.2 Unit members affected by Section 7.6 above shall also be afforded first priority in filling all openings/vacancies that arise for which they have an appropriate credential. Openings/vacancies shall be filled in order of seniority.
  - 7.6.3 A unit member currently assigned to a school that has been designated for reconstitution in the following year shall exercise the right to either voluntary transfer or the right to continue his/her current assignment subject to the application and interview process.

- 7.6.4 In the event the unit member exercises his/her right to the application and interview process and is not selected, he/she shall be afforded the rights of a voluntary transfer.
- 7.6.5 Unit members referenced immediately in Sections 7.6.3 and 7.6.4 above who voluntarily transfer shall be assigned before all other voluntary transfer applicants.
- 7.7 Unit members affected by Section 7.6 shall be given up to three (3) days of release time or paid time at the unit members' pro-rata daily rate of pay for the purposes of moving to their new assignment. In addition, the District shall provide packing and moving assistance of unit members' materials to the new assignment location.
- 7.8 Notification of Assignment
- 7.8.1 Each unit member shall be given written notice of the next year's assignment not later than ten (10) days prior to the last day of the current school year. Such notice shall specify the site, grade level, subject area, and position to which the unit member will be assigned. If the unit member is not given the Notice of Assignment within the ten (10) days, then next year's assignment shall remain the same. No later than the first day of instruction of the school year, a written notice shall explain the nature of special problems experienced by pupils assigned to the unit member.
- 7.8.2 If the assignment or work location is changed during the summer, the unit member shall be notified by mail addressed to the unit member's current mailing address on file with the District.
- 7.9 Assignment Limitations
- 7.9.1 Unit members shall be assigned only to positions for which they hold a valid California credential, and for which they are qualified.
- 7.10 The provisions of Education Code Sections 44256, 44258.5, 46300, 44258.1, 44258.2, 44258.7 and by reference Section 44258.9, as they relate to bargaining unit members, are incorporated into this section by the District and the Association as though fully set forth in furtherance of this provision.
- 7.10.1 Members of the bargaining unit shall be assigned or reassigned to classes consistent with their credentials and major and/or minor subjects of study except as may be hereinafter provided. Where such exceptions are permitted, they shall occur only by mutual agreement among the bargaining unit members affected, the Association, and the District.

- 7.10.1.1 A bargaining unit member who qualifies under provisions of Education Code Section 44256(b) to teach departmentalized classes or groups of pupils below grade 9, and who applies for authorization from the District shall not be denied such authorization.
- 7.10.1.2 A bargaining unit member who qualifies under the provisions of Education Code Section 44258.2 to teach classes in grades 5 to 8, inclusive, in a middle school and who applies for authorization from the District, shall not be denied such authorization.
- 7.10.1.3 A bargaining unit member who qualifies under the provisions of Education Code Section 44258.5(a) to teach any single subject class and who applies for authorization from the District, shall not be denied such authorization.
- 7.10.2 The District shall assume the responsibility to safeguard the rights and benefits of proper assignment or reassignment provided to the bargaining member under the Education Code and this Agreement.
- 7.10.3 Bargaining unit members shall be held harmless from the effects of any misassignment, whether including, but not limited to, evaluation, transfer, salary, including extra duty salary, discipline, and layoff.
- 7.10.4 Any bargaining unit member who may have been inadvertently misassigned shall be provided with a notice of possible misassignment addressed to the County Superintendent. Such notice shall be signed by the bargaining unit member and transmitted forthwith by the District to the County Superintendent. A time-dated copy of this notice shall be provided to the bargaining unit member and the Association.
- 7.10.5 All reports, notifications, certifications, or verifications whose submission is required by Education Code Sections 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7 and 44258.9 from the District to the County Superintendent or from the District to any other agency shall be provided to the Association.
- 7.10.6 A Committee on Assignments shall be established to evaluate and approve applications from bargaining unit members to teach for up to 40% of a full-time teaching assignment outside of the bargaining unit member's credential authorization. The committee shall be comprised of an equal number of teachers who are members of the bargaining unit and site administrators. Teachers shall be selected in a manner determined by the Association. Paid release time shall be provided to bargaining unit members in order for



them to perform whatever duties and attend whatever meetings are necessary from time to time in the performance of their duties on the committee.

## ARTICLE VIII

### EVALUATION PROCEDURES

8.1 The purposes of evaluation are to improve instruction, rate employees, and promote professional growth. The following contract provisions, along with associated board policies and district-adopted evaluation instruments, are designed to insure that:

1. a cooperative and constructive instructional improvement plan is established by the evaluator and the evaluatee;
2. evaluative criteria, based on the California Standards for the Teaching Profession (CSTP), their application and assessment are consistent throughout the District;
3. guidance and assistance are integral to the process; and
4. Due process is assured.

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

8.2 Evaluation and assessment of the performance of unit members shall be made on a continuing basis, at least once every year for probationary unit members. Should a unit member be employed after midpoint of the first year, evaluation for that unit member shall be at the option of the evaluator. Unit members with permanent status shall be evaluated at least every other year. Reasons for evaluating permanent unit members more often than the minimum required are: a new assignment or a significant change in the unit member's program, an unsatisfactory previous written evaluation, and/or the unit member's current performance has significantly declined since the most recent written evaluation.

8.2.1 Unit members with permanent status who have been employed at least ten years with the district, and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated at least every five years if the unit member and the evaluator consent to this schedule. Consent may be withdrawn by either the unit member or the evaluator at any time for any reason. Should the evaluator withdraw consent, the reason(s) will be given prior to initiating the evaluation process.

- 8.2.2 Prior to the implementation of non-substantive change in the existing evaluation forms, the District shall consult with the Association regarding possible changes. However, prior to the implementation of substantive changes to the existing evaluation forms (i.e., changes that would expand the criteria for evaluation beyond those set forth in section 8.1 above), the District will negotiate with the Association regarding such possible changes.
- 8.2.3 A joint committee will be established to review/develop evaluation instruments for support personnel and child development teachers. The committee will be composed of an equal number of representatives on each side with a goal of implementing the new evaluation instruments. The committee will begin its work no later than thirty (30) days following the ratification of this Agreement.
- 8.3 The site principal or appropriate supervisor shall acquaint each employee under his/her supervision with such formal written evaluation procedures and instruments as may be used, and shall give each employee the name(s) of the administrator(s) who will observe and evaluate his/her performance. If a subsequent change in the unit member's evaluator becomes necessary, then the unit member shall be notified on a timely basis by his/her immediate supervisor.
- 8.4 The evaluation time sequence in Section 8.11 shall be followed. The evaluation process shall take place during one academic year with appropriate follow-up activities. The evaluation process shall consist of a formative (data gathering) process followed by a summative (evaluative) process. The summative evaluation, using the results of the formative process, will result in the assessment of the individual's teaching performance.
- 8.4.1 Formative information gathering  
Formative information consists of: formal observations in the classroom conducted by the unit member's site administrator(s), informal observation by the unit member's site administrator(s), and analysis and evaluation of instructional and professional activities. Informal observations and input from supervisors and consultants familiar with the unit member's work may be used, as may work samples, or any peer, parent or student input the evaluatee may wish to submit for the evaluator's consideration.
- 8.4.1.1 Informal information gathering  
Informal observations by site administrators and input from supervisors and consultants familiar with the unit member's work may be used, as may work samples; any peer, parent or student input the evaluatee may wish to submit for the evaluator's consideration may also be utilized.

8.4.2 Summative evaluation process

The evaluator will analyze all information gathered during the formative evaluation process, and complete the summative evaluation report. Following completion of the report, the evaluator shall hold a summative evaluation conference for the purpose of reviewing with the evaluatee all pertinent evaluative information as well as reviewing job improvement goals and discussing long- and short-range job improvement goals to be addressed during the next performance cycle.

8.5 The entire unit member evaluation process shall include the following activities:

8.5.1 A planning conference will be held no later than September 30. The purposes of this conference shall be:

- a. to review the District established performance areas, District and school wide goals and objectives, previously established long- and short-range job improvement goals; and to review the principal's expectations for unit members to support, implement and adhere to these goals and objectives; and
- b. to provide an orientation related to evaluation procedures and instruments and contract provisions.

8.5.2 An individual planning conference between the evaluatee and evaluator will be held no later than September 30. The purpose of this conference shall be:

- a. to discuss the evaluatee's professional growth plans for the year and establish appropriate job goals;
- b. to agree on the initial observation date; and
- c. to review the key elements of each of the six CSTPs.

8.5.3 CSTP Goal Selection Process

8.5.3.1 Probationary and temporary unit members shall write goals on three of the six CSTPs. The unit member shall write one goal for each of the three CSTPs selected. The determination of two standards and two goals shall be the decision of the unit member and one standard and one goal shall be the decision of the administrator.

8.5.3.2 Permanent unit members, whose most recent evaluation was overall "satisfactory," shall write goals on three of the six CSTPs. The unit members shall write one goal for each of the three CSTPs selected. The determination of three standards and three goals shall be the decision of the unit member.

8.5.3.3 Permanent unit members, whose most recent evaluation was overall “needs to improve” or “unsatisfactory,” shall write goals on three of the six CSTPs. The unit member shall write one goal for each of the three CSTPs selected. The determination of two standards and two goals shall be the decision of the administrator and one standard and one goal shall be the decision of the unit member.

8.5.4 Formal observations will be conducted as follows:

- a. A completed pre-classroom observation form must be submitted by the unit member no later than two days prior to the observation date.
- b. A pre-observation conference is optional at the request of either the evaluator or evaluatee.
- c. The observation must encompass one lesson or class period and in no event will be less than thirty (30) consecutive minutes.
- d. Within ten (10) working days after the observation, a written report shall be completed by the evaluator and submitted to the unit member and a conference shall be scheduled to discuss the observation. Unit members shall receive the report at least one day prior to the conference.

8.5.5 Supporting data and input may be used to assist in getting a comprehensive view of the unit member’s performance.

- a. The evaluator may use appropriate documented input related to the unit member's performance (based upon his/her observations as well as input from supervisors, consultants and other management staff in areas of expertise). The unit member may also request such data and submit these to the evaluator for consideration in drafting the summative evaluation report.
- b. Unit members are encouraged to seek student input via data-gathering instruments and surveys, mutually developed by the administration and the bargaining unit. Such data is both optional and voluntary on the part of the unit member. The information is for input for the unit member and administrator. Unit members and administrators should take care to assure that students are not involved in the evaluative process of unit members.
- c. Evaluation of a unit member shall not be based upon information or material which has been received by the evaluator from other sources, such as parents or citizens, unless, if requested by the unit member, a discussion has occurred between the unit member and the person(s) who is the source of the data and the data has been

produced in writing by this person(s). The evaluator shall make a reasonable effort to verify the information and material.

- 8.5.6 A summative evaluation report must be completed, and a conference held to discuss the report with the unit member, not later than April 15. Prior to the issuance of an unsatisfactory summative evaluation, a conference will be held between the evaluator and evaluatee.
- 8.6 After the discussion of any written evaluation or observation report, the form shall be signed and dated by both parties. Each shall have a copy. The unit member's signature signifies awareness of the content; it does not necessarily signify agreement. The unit member has ten (10) working days to file a written response with their evaluator if desired.
  - 8.6.1 All summative evaluation reports, including any unit member responses shall be placed in the employee's personnel file. These data are confidential and are available only to the Board of Education, the administration, and the unit member.
  - 8.6.2 Written recommendations for improvement shall be made by the evaluator when a summative evaluation rates an employee performance as unsatisfactory or needing improvement. In order to provide an opportunity to improve their instructional performance, unit members who are deemed to need improvement shall be entitled, upon request, to subsequent prearranged observations with follow-up conferences and written evaluations.
    - 8.6.2.1 Permanent unit members who receive three (3) or more "Unsatisfactory" ratings in any one (1) of the six (6) CSTPs on their Teacher Summative Evaluation shall be deemed to have received an "overall" unsatisfactory evaluation and be required to participate in the PAR Program. (See Article 18.3.1.1)
    - 8.6.2.2 Permanent unit members who receive one of the following ratings shall be deemed to have received an "overall" needs to improve evaluation and shall have the opportunity to participate in the PAR Program: three (3) or more "Needs to Improve" ratings in any one (1) of the six (6) standards or two (2) "Needs to Improve" ratings and one (1) "Unsatisfactory" rating in any one (1) standard or one (1) "Needs to Improve" and two (2) "Unsatisfactory" ratings in any one (1) standard.
  - 8.6.3 In the case of unsatisfactory or needs improvement evaluations, the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The

evaluator's role to assist the unit member shall include, but not be limited to, the following actions:

8.6.3.1 Notification in writing of areas where improvements are needed;

8.6.3.2 Specific recommendations for improvement within a specific time and methods by which such improvements will be assessed;

8.6.3.3 Provide additional resources, to be utilized to assist the evaluatee in implementing such recommendations.

8.7 The evaluatee and/or evaluator may request other unit members, or unit member advisors (from a pool of trained unit member advisors), administrators, or professional employees to assist a unit member in need of such assistance. Unit members, however, shall not formally evaluate other unit members.

8.8 Informal observation by the site administrator(s)/evaluator may occur at any time. The observer shall provide the unit member with a written note on any observation of more than fifteen (15) minutes. If the observation may negatively impact the unit member's subsequent evaluation, a conference shall be held and a detailed written memo shall be given to the unit member; a formal observation may be arranged. A copy of the written notes/memos described herein shall be given to the unit member and shall also be placed in the evaluator's working file. If the content of the notes/memos is not referenced in the following summative evaluation, they shall be removed from the working file and destroyed or placed in the unit member's personnel file.

8.9 Evaluation of a unit member's performance shall not be predicated upon lawful non-school related personal activities which have no impact or bearing on his/her effectiveness as an employee.

8.10 Evaluation time sequence: The following time sequence shall be used for the year in which a unit member is evaluated.

8.10.1 Full-year permanent unit members, with satisfactory prior evaluations:

a. Prior to September 30 –The planning conference shall be held.

b. Prior to December 15 – At least one informal observation shall be conducted.

c. Prior to April 15 – At least one formal classroom observation and post observation conference shall be conducted and supporting data gathered.

d. Not later than April 15 – The summative evaluation shall be completed and given to

the unit member personally. In the case of an overall unsatisfactory evaluation, it shall include an Improvement Plan and PAR Program referral. (See Article 18, Section 3)

**8.10.2 Full-year permanent unit members with prior year unsatisfactory evaluations:**

- a. Prior to September 30 – The planning conference shall be held.
- b. Prior to December 15 - two formal classroom observations and two post observation conferences shall be conducted; supporting data shall also be gathered.
- c. Not later than December 15 - the summative evaluation shall be completed and given to the unit member personally; in the case of an overall unsatisfactory summative evaluation, it shall include identification of written suggestions for improvement.
- d. Between January 15 – April 15 - two additional formal classroom observations and two post observation conferences shall be conducted if the December summative evaluation was less than satisfactory; supporting data shall also be gathered.
- e. Not later than April 15 - the summative evaluation shall be completed and a conference held; in the case of an unsatisfactory evaluation, it shall include identification of job improvement goals and written suggestions for improvement.

**8.10.3 Full-year probationary unit members in their first or second year of probationary status, and those probationary unit members holding an emergency permit or pre-intern certificate:**

- a. Prior to September 30 –The planning conference shall be held.
- b. Prior to January 31 – two formal classroom observations, with two post observation conferences, shall be conducted.
- c. Between January 31 and March 31 - one formal classroom observation and post observation conference shall be held; supporting data shall also be gathered.
- d. Not later than April 15 – One summative evaluation shall be completed and a conference held.

**8.10.4 Full-year temporary unit members.**

- a. Prior to September 30– The planning conference shall be held.
- b. Prior to April 15 – at least one informal classroom observation, of more than fifteen (15) minutes, may be conducted each semester; supporting data may also be gathered.
- c. Not later than April 15 – an evaluation may be completed and given to the unit member personally; in the case of an unsatisfactory evaluation, it shall include identification of any written suggestions for improvement.



8.11 The evaluation procedures described herein shall be adapted to apply to bargaining unit members who do not have a classroom assignment. However, adaptations shall follow the same timelines and major components of the procedures described in this Article.

8.12 Personnel Files

As provided by law, a unit member shall have the following rights regarding his/her personnel file.

8.12.1 Such unit member files, as necessary for the efficient management of the District, shall be kept by the Certificated Personnel Services Department, only. A unit member may review his/her personnel file and may respond to documents in the file. Any such responses shall be attached to the document. The time taken for personnel file review and response to information contained in the file shall be made during regular office hours of the Certificated Personnel Services Department, and shall be taken at a time that does not interfere with the instructional program. An authorized Association representative, may upon the written authorization of the unit member, review the unit member's file.

8.12.2 All unit member records are confidential and shall be available for inspection only to District Management and Board of Education members when necessary for the proper administration of the District's affairs and the supervision of the unit member.

8.12.3 A unit member shall be provided with a copy of any derogatory written material before it is placed in the unit member's personnel file. The unit member may respond to the material and have such response placed in the file. Every unit member shall have the right to examine and/or obtain copies from his/her unit member's personnel file with the exception of material that:

8.12.3.1 was obtained prior to the employment of the unit member involved.

8.12.3.2 was prepared by identifiable examination committee members.

8.12.3.3 was obtained in connection with a promotional examination.

8.12.4 Any person who places written or drafts written material for placement in a unit member's file shall sign the material and signify the date on which such material was drafted and the date such material was placed in the file. The unit member shall have the right to examine this written material and respond to the material, and have such response placed in the file, as provided for by Education Code.

## ARTICLE IX

### LEAVES

#### 9.1 General Provisions and Definition

- 9.1.1 Unit members on paid leaves of absence, unless otherwise provided herein, shall receive wages, salary step advancement, health and welfare coverage, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any regular monthly pay period shall receive their health and welfare coverage for the balance of that pay period. Thereafter, they shall be allowed on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided that they made advance payments of the premium in a manner reasonably required by the District.
- 9.1.2 A leave protects the unit member by holding a position in the District for the unit member until the leave expires, and by retaining for the unit member the right to return to the District in a position of the same position classification at the conclusion of the leave.
- 9.1.3 The unit member's immediate supervisor may grant a unit member leave for one-half day or less provided no paid substitute is required.
- 9.1.4 Unit members who are ill, or who will be absent for other appropriate reasons must provide Personnel Services with reasonable advance notice (when practicable), usually no later than 7:00 a.m. Substitute assignments are made by calling the Substitute Employees Management Systems ("SEMS").
- 9.1.5 Unit members who are going to be absent for a longer period of time on a pre-planned or pre-scheduled leave shall notify the District of their intended absence as specified in the particular section authorizing such leave in this Article.
- 9.1.6 A unit member returning from a leave that was granted for a specific length of time shall return on the agreed-to date or shall be deemed to have resigned from the District. The District shall notify a unit member granted such leave at least forty-five (45) calendar days prior to date of return, if the return is during the school year. If the return date is the beginning of school year, then notice shall be given to the unit member by the District on or before March 1. The failure to return on the specified date shall be

deemed a resignation. The notice shall be by certified mail at the unit member's current mailing address on file with the District.

- 9.1.7 A unit member whose absence under this section exceeds five (5) working days shall provide, upon request by the District, a statement from a licensed physician or practitioner or other appropriate source stating the reason for the absence, including a release for the unit member to return to District duties without impairment or restriction.
- 9.1.8 A unit member shall not, except as noted herein, go from an unpaid to a paid leave status.
- 9.1.9 By October 1st of each year, the District shall provide each unit member with a written statement of sick leave entitlement for the current school year and accrued sick leave total.

## 9.2 Illness/Injury (Sick) Leave

- 9.2.1 The purpose of illness/injury (sick) leave utilization shall be for physical and mental disabilities which prevent the unit member from performing his/her regular assigned duties.
  - 9.2.1.1 Each school year a unit member may use up to five (5) days of sick leave allowance for immediate family illness. In no event shall said this utilization, when combined with the immediate family illness provisions of Section 9.4.1.4, below, result in the utilization of more than seven (7) days per year of paid leave for immediate family illness.
- 9.2.2 Unit members who are employed full time for five (5) days per week for a school year of service (September to June) shall be entitled to ten (10) days leave of absence annually for illness or injury. Unit members whose regular assignment is from 190 to 210 days shall be entitled to eleven (11) days annual leave. Unit members whose regular work year assignment is for more than 210 days shall be entitled to twelve (12) days annual leave. Unit members shall receive full pay for illness/injury days thus allowed in any school year, and the number of days not used shall accumulate from year to year. Illness/injury leave for the current school year need not be accrued prior to taking such leave by the unit member. Illness/injury leave which has not been earned and has been advanced to a unit member who does not complete the school year will be deducted from the unit member's final pay warrant.

- 9.2.3 Leave benefits for unit members contracted on a less than full time basis shall be accrued, taken and paid in the same proportion that their regular salary bears to the salary they would receive if they were full time.
- 9.2.4 Upon exhaustion of all current and accumulated illness/injury leave credit, a unit member who continues to be absent shall receive the difference between his/her salary and the salary of substitute, or the salary that would have been paid to a substitute, for a period of not more than 100 days (i.e. 5 months). In order to qualify for this differential pay, a unit member shall first utilize all current and accumulated sick leave credit; differential pay shall begin on the day following the exhaustion of sick leave credits. Only one increment of differential pay shall be allowed for any single illness/injury absence. 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 the subsequent year.

If the unit member is physically unable to resume his/her District duties at the end of the 100 day differential pay period described above, he/she shall be placed on a reemployment list. The duration of the reemployment list shall be 24 months for a probationary unit member and 39 months for a permanent unit member. These reemployment list periods shall begin upon the expiration of the differential pay period described herein.

### 9.3 Maternity/Paternity Leave

- 9.3.1 Unit members may use accumulated illness/injury leave and extended illness leave as set forth in Section 9.2 of this Article for disabilities caused or contributed to by pregnancy, miscarriage or childbirth and recovery and/or complications therefrom. The length of such disability leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's doctor.
- 9.3.2 The District may grant, upon request, an unpaid leave of absence to a unit member prior to the beginning of the disability period of a family pregnancy. The unit member may utilize the provisions of Section 9.3.1 of this Article when the provisions of this section apply to him/her.
- 9.3.3 A leave of absence may be granted to a unit member without pay for the purpose of raising his/her natural or adopted child. Such leave shall normally be for no more than twelve (12) months duration. The District and the unit member may agree to extend the

period of the leave beyond twelve (12) months in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester.

#### 9.4 Personal Necessity Leave

9.4.1 A unit member shall be entitled to use, during each school year, a maximum of seven (7) days of the sick leave provided for in Section 9.2 of this Article as Personal Necessity Leave for any of the following purposes:

9.4.1.1 Death of a member of the unit member's immediate family as defined in Section 9.5, if leave is required in addition to that provided by Section 9.5 of this Article.

9.4.1.2 An accident involving a unit member's property or the personal property of the unit member's immediate family. If the accident is serious in nature, involves circumstances the unit member cannot reasonably be expected to disregard, and requires the attention of the unit member during working hours.

9.4.1.3 Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or valid order to appear. The unit member must return to work if not required to be absent the entire day. Each date of necessary attendance, other than the dates specified in a subpoena, shall be certified by the clerk or other authorized officer of the court or by an authorized official of the administrative tribunal. The unit member shall ask for and collect any witness fee to which he/she may be entitled to and remit same to the District.

9.4.1.4 The serious illness of a member of a unit member's immediate family, which the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during working hours.

9.4.1.5 The birth of a child requiring the father to be absent during working hours.

9.4.1.6 Imminent danger to the home of a unit member, occasioned by flood, fire, or similar cause, serious in nature, which the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during working hours.

9.4.1.7 Personal business of the unit member which is serious in nature, which the unit member cannot reasonably be expected to disregard, be of such nature that it could not be anticipated or cannot reasonably be handled outside of working hours, and which requires the attention of the unit member during working hours.

9.4.1.8 Religious holidays which occur on regular school days that are not Board-declared holidays.

9.4.1.9 A unit member may use two (2) days per year of Personal Necessity Leave to attend his/her child's school activities.

9.4.1.10 When the District is not providing full subsidy, and upon the advance written approval of the site administrator, a unit member's request to utilize personal necessity leave for attendance at a professional conference related to staff development may be granted. The decision of the site administrator on said request(s) shall not be subject to the provision of Article V (Grievance Procedure).

9.4.2 Personal Necessity Leave must be taken in increments of not less than one-half (1/2) day.

9.4.3 Under all circumstances, a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth above.

9.4.4 Expanded Personal Necessity Leave

Notwithstanding any other provision of this section, in any school year in which a unit member adopts a child up to, but not including, 18 years old (i.e., receives de facto custody) he/she shall be eligible for expanded personal necessity leave. Under expanded personal necessity leave, the unit member shall be allowed to use an additional eight (8) days of accumulated sick leave as personal necessity for that school year only. Only one (1) increment of expanded personal necessity leave per year per household shall be granted.

9.5 Bereavement Leave

9.5.1 A unit member shall be eligible for a temporary leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three (3) days, unless out of state travel or travel of more than four hundred (400) miles (one way) is required. In this case the length of the leave shall be for five (5) days.

9.5.2 Such leave shall also be granted whenever there is official notice in time of war that a member of the immediate family is missing in action or being returned to this country for internment.

9.5.3 Immediate family is defined as:

Mother (Stepmother)	Father (Stepfather)
Son (Stepson)	Daughter (Stepdaughter)
Sister	Brother
Grandmother	Grandfather
Husband	Wife
Mother-in-law	Father-in-law
Son-in-law	Daughter-in-law
Sister-in-law	Brother-in-law
Legal Guardian	Foster Children of Unit member (or spouse)
Grandchild of unit member (or spouse)	

Any individual living as a member of the immediate household of the unit member.

9.6 Quarantine Leave

9.6.1 A unit member shall be entitled to use accumulated sick leave for absence due to quarantine resulting from contact with persons having a contagious disease, or because of temporary inability to perform the services required of him/her because of quarantine.

9.7 Subpoena or Jury Leave

9.7.1 Subpoena Leave

9.7.1.1 Unit members shall be granted paid leaves of absence for subpoena leave, except as a litigant in the manner provided by law. Unit members shall be required to notify and present verification to the site manager and Personnel Services upon receipt of notice of required subpoena, except as a litigant.

9.7.1.2 A unit member while on paid subpoena leave shall receive his/her established salary and shall endorse to the District any and all subpoena checks received less mileage reimbursement.

9.7.1.3 Absence of a unit member for a legal action in which he/she is a litigant may be charged to illness/injury under the provisions of Section 9.4 of this Article, Personal Necessity Leave.

9.7.1.4 Unit members are required to return to work during any day or portion thereof during which subpoena presence is not required.

#### 9.7.2 Jury Leave

9.7.2.1 In an effort to minimize interruptions to the instructional program for students, unit members shall be granted unpaid leaves of absence while on jury duty service; other District benefits shall not be interrupted during periods of absence for this service.

9.7.2.1.1 Effective July 1, 2004, up to five (5) days per year of paid jury duty leave shall be granted to unit members; required jury duty absence beyond the five (5) days shall be deducted from Personal Necessity Leave (See Section 9.4).

9.7.2.2 Unit members shall be required to notify and present verification to the site manager and Personnel Services upon receipt of notice of jury service.

9.7.2.3 A unit member on unpaid jury leave service shall retain all payments and fees received for the service.

#### 9.8 Sabbatical Leave

9.8.1 The District may, upon the recommendation of the Superintendent, grant sabbatical leave to a unit member for the purpose of professional study and/or approved travel which, in the opinion of the District, will benefit the pupils and the schools of the District. Such leave shall be granted for one (1) semester or one (1) year. No more than five (5) members of the bargaining unit may be granted a sabbatical leave during any one (1) school year.

9.8.2 Any member of the bargaining unit who has successfully completed seven (7) consecutively satisfactory full years of service, based upon written evaluations in accordance with Article VIII, Evaluations, in the District shall be eligible to apply for sabbatical leave. Once a leave is granted the member must serve seven (7) additional years before again becoming eligible to apply. A unit member on an approved leave of absence, other than Sabbatical Leave, shall not be deemed to have had a break in the continuity of service required by this section. The period of approved absence shall not be included as service in computing the seven (7) consecutive years of service required by this section.

9.8.3 Request for a sabbatical leave shall be made at least one (1) semester prior to the beginning of a school year and should include a detailed statement of the proposed study program.



- 9.8.4 Sabbatical leaves shall be granted on the basis of the years of service in the District from the last sabbatical leave, if any.
- 9.8.5 The applicant shall submit evidence that the proposed professional study and/or travel shall be designed to enlarge the applicant's understanding of educational psychology; to improve facility in teaching techniques, and/or to broaden applicant's learning in subject matter field(s) applicable to his/her current or anticipated assignment.
- 9.8.6 Should a unit member be granted a leave for which he/she receives financial compensation from sources other than the District, the combination of salary under Section 9.8.7 of this Article and such other compensation shall not exceed the amount the unit member would have received had he/she served in his/her regular position with the District.
- 9.8.7 Manner of Payment
- 9.8.7.1 Option One
- The unit member must file a suitable bond indemnifying the District for any salary paid the unit member during the period of sabbatical leave in the event the unit member fails to return and to render two (2) full years of service in the District upon completion of the sabbatical leave. Compensation under this option shall be fifty percent (50%) of the unit member's current salary
- 9.8.7.2 Option Two
- The unit member need not provide a bond because the method of compensation is based on receiving payment for the sabbatical year in two (2) equal annual installments during the first two (2) years of service rendered in the employ of the District following the return of the unit member from his/her sabbatical leave. Compensation under this option shall be fifty percent (50%) of the unit member's current salary.
- 9.8.8 For salary schedule placement purposes, the time spent on sabbatical leave shall be considered as equivalent to service in the District.
- 9.8.9 The unit member who is on sabbatical leave shall retain all rights, privileges, and benefits that would be accorded him if he/she were on duty.
- 9.8.10 The District shall not be held for any liability for the payment of any compensation or damages arising from the death or injury of any unit member while on leave of absence.

9.9 Military Leave

Military leave shall be granted in accordance with the requirements of the law. Unit members shall provide advance written or verbal notice regarding Military leave and shall be required to supply the District with military orders and status reports. No advance notice is required if such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable.

9.10 Industrial Injury and Illness Leave

9.10.1 A unit member shall be entitled to a leave of absence for any injury or illness which is recognized as a bona fide injury or illness arising out of and in the course of employment with the District by the California Workers' Compensation laws.

9.10.2 Industrial injury or illness leave shall be without loss of pay for up to a maximum of sixty (60) days in any fiscal year for a given industrial injury or illness. Industrial injury and illness leave not taken in a fiscal year shall not be accumulated from year to year. When an industrial injury or illness 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.

9.10.3 Industrial injury and illness leave shall commence on the first day of absence, and leave time shall be reduced by one (1) day for each day of authorized absence. The amount of a unit member's temporary disability indemnity and the portion of salary due the unit member during his/her absence shall not exceed the unit member's regular salary less appropriate deductions.

9.10.4 Any unit member receiving benefits under the provision of Industrial Injury and Illness Leave shall remain within the State of California unless the Board of Education authorizes travel outside the State.

9.10.5 When entitlement for industrial injury and illness leave has been exhausted the unit member may elect to use any sick leave or other paid leave to which he/she is entitled.

9.10.6 After all available paid leaves have been exhausted, and the unit member is unable to resume duties of his/her position, the unit member shall either elect to resign, or request a leave of absence without pay.

9.10.7 A unit member shall be permitted to return to service after an industrial injury or illness leave only upon presentation of a release from the designated physician, and notification from Personnel Services that the necessary paperwork requirements have been completed.

9.10.8 The designated physician may be appointed by the District for the first thirty (30) days unless the unit member has pre-designated, in writing, to the District that his/her personal physician is to be utilized in which case the unit member may utilize the District appointed physician or his/her personal physician. After thirty (30) days the unit member may utilize any physician or facility within a reasonable geographical area. Authorization must be obtained prior to treatment.

9.11 Personal Leave Without Pay

9.11.1 Health

For purposes of health rehabilitation, a unit member may apply for and normally shall be granted by the District an unpaid health leave of absence for a maximum of one (1) school year and which may be extended in serious cases for a period of time to be determined by the District. The unit member shall furnish the District, upon request, a physician's verification of his/her need for such health leave.

9.11.2 STRS Disability

The District may grant a leave of absence to any unit member who has applied for a disability allowance from the State Teachers' Retirement System. This leave shall not exceed thirty (30) days beyond the final determination of the disability allowance if the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months from the date of notification of the determination.

9.11.3 The District may grant a unit member, upon request, an unpaid leave of absence for up to one school year for reasons such as study, exchange teaching and Peace Corps, or Vista.

9.12. Catastrophic Leave

Bargaining unit members may apply for and receive catastrophic leave pursuant to the following provisions:

9.12.1 The unit member (or a unit member's immediate family member for whom he/she must care) shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her District duties.

9.12.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all personal sick leave, industrial illness and accident leave and/or any other paid time.

- 9.12.3 A joint Association-District committee of equal representation must determine and certify that the unit member is eligible for catastrophic leave because he/she is unable to work due to the severity of that personal or family catastrophic illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, and pertinent rules and regulations of the District.
- 9.12.4 Donated catastrophic leave credits may be used only for the remainder of the school year in which personal sick leave is exhausted, plus the following school year, but in no event longer than twelve (12) consecutive calendar months following the start of the leave.
- 9.12.5 No unit member who elects to donate eligible leave credits may donate more than ten percent (10%) of his/her accumulated full day sick leave that is in excess of twenty (20) days, and no unit member may donate any leave credits until after eligibility has been certified, as provided for in 9.12.3, above.
- 9.12.6 All procedures for requesting catastrophic leave, and for donating catastrophic leave credits, shall be established by the Joint Committee provided for in 9.12.3, above.
- 9.12.7 Catastrophic leave shall begin upon the exhaustion of available personal sick leave benefits, and shall continue until donated catastrophic leave credits or twelve (12) month entitlement is exhausted, whichever comes first.
- 9.12.8 Donations of leave credit(s) from multiple unit members for an individual instance of catastrophic leave shall be rotated alphabetically among the donors, one day at a time per donor. Unused leave credits shall be returned to the credit of the donor.
- 9.12.9 Transfers of eligible leave credits are irrevocable, and shall be donated only in full day increments.
- 9.12.10 Any unit member who receives paid catastrophic leave shall first use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid catastrophic leave.
- 9.12.11 Any unit member who applies for catastrophic leave understands that he/she waives any right to privacy concerning the communication of the circumstances and factors contemplated herein to those who will be requested to donate eligible leave credits, or process those credits.
- 9.12.12 The receipt of a donated sick leave credit through catastrophic leave as defined herein, when combined with other District income, shall not provide the recipient with a

greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic leave.

9.12.13 The catastrophic leave recipient, because he/she remains in paid District status, shall continue to receive District fringe benefit contributions for the duration of the leave.

9.12.14 If the Board of Education subsequently adopts a catastrophic leave policy for non-represented certificated employees of the District, and if the terms and conditions of the policy are parallel to this section, unit members shall be allowed to donate to, or receive from, said non-represented employees the catastrophic leave credits described herein.

9.12.15 This catastrophic leave section shall not be subject to the provisions of Article V (Grievance Procedure) of this Agreement.

9.13 Family Care and Medical Leave

It is the intent of this provision to be consistent with Government Code section 12945.2 and the Family and Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those statutes.

9.13.1 An employee with more than one year of continuous service with the District, who has worked at least 1,250 hours during that year and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care leave up to a total of four (4) months in any twenty-four (24) month period, of twelve (12) weeks per year, pursuant to the provisions contained herein.

For purpose of this section the term, "family care and medical leave" means either: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection of the adoption of the child or foster care of the child of the employee, or the serious illness of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

9.13.2 An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.

9.13.3 If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with at least thirty (30) days advance notice; for unplanned absences, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

9.13.4 The District requires that an employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of the condition.

For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position.

If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave, again supported by a written certification consistent with the requirements for an initial certification.

9.13.5 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require at the District's expense, that the employee, or as appropriate the employee's spouse, child or parent, obtain the opinion of a second health care provider. The second health care provider may not be employed on a regular basis by the District. If the opinions of the first and second health care provider differ, the District may require a third opinion, again at the District's expense, from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

9.13.6 Definitions:

a. For purposes of this section and consistent with current law, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen (18) years of age or an adult dependent child.

b. For purposes of this section and consistent with current law, the term "parent" means biological, foster, in-law, or adoptive parent, a stepparent or a legal guardian.

9.13.7 If an employee applies for a family care and medical leave, the employee can elect, or the District may require, the substitution of paid vacation or other paid leaves to which the employee is entitled. If such paid leave is substituted, the employee is required to comply with the contractual requirements for use of such paid leave.

9.13.8 An employee granted a leave under this provision shall have a right to reinstatement to his/her former position (if it still exists) with equivalent benefits, pay, and other working conditions provided by this Agreement; if the former position no longer exists, he/she shall be placed in an equivalent position, with the equivalent salary, benefits, and working conditions provided for herein.

9.13.9 An employee taking unpaid family care and medical leave pursuant to this section shall continue to be entitled to participate in District health insurance benefits to the same extent and under the same conditions as apply to other active employees receiving said benefits. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

a. The employee does not return to District service for a number of days equal to the duration of the family care and medical leave.

b. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

9.13.10 Family care and medical leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

9.13.11 This policy shall not be construed to entitle the employee to receive disability benefits under Part 1 (commencing with Section 3201) of Division 4 of Labor Code (Workers Compensation).

9.14 Disaster Related Personal Necessity Leave (DRPNL)

Bargaining unit members may apply for and receive disaster personal necessity leave pursuant to the following provisions:

9.14.1 Unit members who shall be eligible to apply for DRPNL must have exhausted all personal necessity leave and will be absent from work due to disaster related matters (i.e. earthquakes, fires, floods, mud slides, etc.) that result in severe damage to a person's primary residence.

9.14.2 A joint Association-District committee of equal representation shall establish all procedures for requesting disaster related personal necessity leave and for donating said personal necessity leave credits.

9.14.3 In order to be eligible to donate personal necessity leave days, a unit member must possess as minimum of twenty (20) days of accumulative sick leave and six (6) days of personal necessity leave for that year.

9.14.4 Donated personal necessity leave credits may be used only for the school year in which personal necessity leave is exhausted by the applicant.

9.14.5 No unit member who elects to donate eligible personal necessity leave credits may donate more than two (2) days of personal leave days in a given school year.

9.14.5.1 At the beginning of each school year, the committee shall solicit contributions for a DRPNL Bank, as described herein; said contribution may not exceed one (1) day per contributor.

9.14.5.2 In the event of a widespread natural disaster, the committee may call for an additional contribution of one (1) day per year per contributor.

9.14.6 Personal necessity leave credits shall be donated only in full day increments.

9.14.7 Donations of personal necessity leave days from multiple unit members for an individual instance of disaster related to personal necessity leave shall be rotated alphabetically among the donors, one day at a time per donor. Unused leave days shall be returned to the credit of the donor at the end of the year in which donated, however, donated days may not be revoked by the contributor during the year in which donated.



9.14.8 This disaster related personal necessity leave section shall not be subject to the provisions of Article V (Grievance Procedure) of this Agreement.

9.15 United Teachers of Pasadena Presidential Leave

Upon completion of UTP Presidential duties, the president will be reassigned to his/her prior assignment and school site, seniority permitting (Article VII,) unless he/she requests a transfer to a different site (see 7.3.1 Voluntary Transfer).

Should the prior assignment no longer exist, the president will have a choice of one of three assignments.

## ARTICLE X

### CLASS SIZE

- 10.1 The District shall maintain the following maximum staffing ratios or formulas for the allocation of classroom teaching positions to a school, and shall do so in a manner that will not incur State financial penalty.

\*Kindergarten 1:30

\*Grade 1 1:31

\*Grades 2-3 1:31.25

Grades 4-6 1:32.75

Grades 6-8 1:29.5

Grades 9-12 1:29.75

\*The District shall be free to implement the primary class size reduction program made available by the State for 1996-97 and beyond.

Nurses, librarians, counselors, categorically-funded unit members, special education teachers, certificated non-unit employees and classified personnel shall not be utilized in the computation or application of the class-size ratios listed above. Note: The above ratios are not to be interpreted as being maximum class size. They are an allocation ratio of classroom teachers to a school.

- 10.2 The District shall maintain the following District-wide staffing ratios for secondary counselors (7-12) 1:400.
- 10.3 The District shall maintain librarians on the basis of one for each Senior High School, and one for each Middle School, except at Norma Coombs Alternative, McKinley, Roosevelt, and Rose City High School.
- 10.4 The District shall maintain the current credentialed nurses. Any decrease shall be by natural attrition or decline in student enrollment or school closures.
- 10.5 The District shall maintain class size maximums for special education bilingual classes in accordance with State guidelines and mandates unless adjusted by waiver or a need to reduce encroachment on the District's General Fund monies.

- 10.6 If the application of any of the above staffing ratios results in a fraction of one-half or more, an additional unit member will be allocated.
- 10.7 The application of the above staffing ratios shall be made for the opening of the school year on the basis of enrollment projection data developed by the District. Actual enrollment data as of the end of the fourth school week of each school semester shall be utilized to make the necessary adjustments to fulfill the requirements of the above staffing ratios.
- 10.8 When requested, site managers at all levels shall discuss and attempt to resolve the concerns of unit members relating to the class size of individual classes.
- 10.9 Nothing contained in Sections 10.2, 10.3 and 10.4 of this Article shall be construed to prohibit the District from exercising its statutory rights regarding reduction-in-force actions. The provisions of said sections of this Article shall be effective for the term of this Agreement and will be subject to negotiation for the successor Agreement. The parties agree that until they have reached agreement for each succeeding year that the District is not limited by the provisions of said sections of this Article. Elementary school site managers shall make a good faith effort to balance classes at his/her school site following the discussions provided for in Section 10.8 above. The District will not incur state financial penalties for class size violations.

## ARTICLE XI

### SAFETY

#### 11.1 Safe Working Conditions

- 11.1.1 It is the responsibility of unit members to be alert in observing unsafe conditions, to make corrections within the scope of his/her authority, and to report these conditions to his/her immediate supervisor.
- 11.1.2 The District shall make a reasonable, timely, and appropriate response to eliminate unsafe or hazardous conditions that endanger the health, safety or well-being of unit members.
- 11.1.3 The District shall comply with all pertinent provisions of local, state, and federal laws, codes, and regulations relating to school safety, to include but not limited to the California Occupational Safety and Health Act (CAL-OSHA), California Administrative Code, and the California Education Code.
- 11.1.4 The District shall provide each classroom and major work area with a first aid kit.
- 11.1.5 Each classroom and major work area shall have access to a telephone.
- 11.1.6 Each work site shall have a Site Safety Committee, which shall develop and annually review the site safety, health, and emergency preparedness plan for distribution to employees at the site. At a school/work site, a Site Safety Committee shall meet on at least a quarterly basis with a site administrator regarding matters of classroom/campus safety and cleanliness and to review the implementation of the District's and the site's student discipline policy. The Association shall appoint one (1) representative to this committee, and the site administrator shall appoint one (1) representative to this committee. Items not resolved at the site level shall be placed on the agenda(s) of the standing District Employee Safety Committee meetings of the Association President and/or the Association Vice President and the Chief Human Resources Officer and/or the the Director of Human Resources for resolution/disposition. The District and the Association will support and participate in the District Employee Safety Committee in the Pasadena Unified School District. The Association shall appoint a representative(s) to this committee. Site Plans are expected to cover the contingency plans for a wide variety of safety risks, including, but not limited to, suspicious or unwanted persons on

the work site, fire, earthquake, flood, evacuations, emergency closings, and shelter in place.

## 11.2 Short Term Pupil Suspension

- 11.2.1 A teacher may suspend any pupil from class, for any of the acts enumerated in Education Code Section 48900 for the day of the suspension and the day following (in accordance with Education Code Section 48910).
- 11.2.2 The teacher shall immediately report the suspension to the principal of the school or designee, and send the pupil to the principal or designee for appropriate action.
- 11.2.3 As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.
- 11.2.4 The pupil shall not be returned to the class from which he/she was suspended, during the period of suspension, without the concurrence of the teacher of the class and the principal or designee.
- 11.2.5 Whenever practicable, a school counselor or school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests.

## 11.3 School and Personal Property Liability Coverage

- 11.3.1 Reimbursement shall be made to any unit member for the loss, destruction or damage of personal property sustained in situations that fall within the scope of District employment. Reimbursement for property other than person articles, such as clothing, eyeglasses and watches, shall be made only for articles whose use has been approved via a District form before the article(s) has been brought to school, and when the immediate administrator and the unit member bringing the property have agreed in advanced as to the approximate value of the property. No reimbursement shall be made for mysterious disappearance, accidental damage, or any other loss suffered because of lack of supervision by the owner.
- 11.3.2 Personal automobile or other modes of transportation shall be covered by this section to the extent that the damage or loss shall have occurred at the school or within an approximate distance of one-eighth (1/8) mile radius of the school boundaries (if parking on site is unavailable, not accessible, or would unreasonably delay the unit member's exit in order to keep an appointment). Examples of such damage or loss are "keying," slashed tires or stolen batteries. The maximum reimbursement shall not

exceed five hundred dollars (\$500) for each incident, nor shall the reimbursement be less than fifty (\$50).

11.4 Safety Protocol

11.4.1 Unit members shall, within one (1) day, report cases of assault suffered by them in connection with their employment to their site administrator or immediate supervisor, who shall immediately report the incident to the police/sheriff. Such notification shall immediately be forwarded to the Chief Human Resources Officer.

11.4.2 The District shall notify unit members in accordance with Education Code Section 49079 of a record of conduct demonstrating that a student has caused, or attempted to cause, serious bodily injury.

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11.5 During the term of this Agreement, the District and the Association shall consult regarding the possible utilization of site sale money for building/safety repairs.

11.6 Professional Development

The District shall provide professional development trainings on an annual basis for UTP bargaining unit members on PUSD Board Policies, Administrative Regulations, Legal Terms and Procedures, and Safety Protocols that impact Article XI, Safety.

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## ARTICLE XII

### NON-DISCRIMINATION

- 12.1 The District and the Association agree that by law the District cannot, in the administration of the Articles contained in this contract, discriminate against any unit member because of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, domicile, participation in lawful political affiliations, or because of membership, non-membership or participation in lawful activities of any employee organization. Allegations by a unit member that he/she has been discriminated against by the District may be resolved via District complaint procedures and/or by the appropriate state and/or federal agency. The grievance procedures, Article V, shall not apply to this Article.

## ARTICLE XIII

### ORGANIZATIONAL SECURITY

- 13.1 The District and the Association recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative right of unit members to refuse to form, join and participate in employee organization activities.
- 13.2 Any unit member who is a member of the Association thirty (30) days after this Agreement becomes effective or who enrolls in membership during the term of this Agreement shall maintain such membership for the term of this Agreement. A unit member may revoke such membership, in writing, within thirty (30) days prior to the termination of this Agreement.
- 13.3 The right of payroll deduction for payment of organizational dues shall be accorded by the District exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from the unit members.
- 13.4 Pursuant to written authorization by the unit member, the District shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check of the unit member each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
- 13.5 With respect to all sums deducted by the District pursuant to the written authorization of the unit member for membership dues, the District agrees promptly to remit such monies to the Association, at an address designated by the Association, along with an alphabetical list of unit members for whom such deductions have been made.
- 13.6 Any unit member who is a member of the UTP/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such written authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless revoked in writing. A unit member who revokes his/her authorization



for the payroll deduction of dues, fees and assessments or the non-member service fee shall transmit such amount to the Association in compliance with Sections 13.7 and 13.8 below.

13.7 Any unit member who is not a member of the UTP/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 13.6 of this Article. In the event that a unit member does not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 13.6, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 13.6 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

13.8 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support UTP/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. United Teachers of Pasadena Memorial Scholarship Fund
2. Pasadena Educational Foundation
3. City of Hope

13.8.1 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 13.8 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 13.6 and 13.7 of this Article. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented in accordance with the timelines contained in Section 13.7 above. The Association shall have the right of inspection in order to review said proof of payment.

13.8.1.1 A unit member seeking to invoke the provisions of Section 13.8 shall submit an application to the Association within the time limits set forth in Section 13.7

upon receipt of notice of his/her obligation under Section 13.8. Failure to make a request for exemption within the time specified shall be deemed a waiver of the unit member's right to invoke Section 13.8 for that school year.

Within ten (10) calendar days of receipt of such application, the Association may reject the request if the Association has reason to doubt the veracity of the claimed objection. The unit member may, within ten (10) calendar days of the receipt of the denial, appeal the exemption decision of the Association to an arbitrator. Failure to timely appeal shall waive the right to exemption for the school year. The decision of the arbitrator shall be final and binding on the Association and the unit member. Each school year, all such appeals shall be consolidated for hearing by a single arbitrator selected by the Association and the unit member(s) pursuant to Section 5.3.4.1 of this Agreement. The fees and costs of the arbitrator shall be paid by the Association. All other costs shall be borne by the party incurring them.

- 13.8.2 Any unit member making payments as set forth in Sections 13.8 and 13.8.1 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance and arbitration procedures.
- 13.9 With respect to all sums deducted by the District pursuant to Sections 13.1 and 13.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.
- 13.10 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 13.11 The Association agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of Association's obligation hereunder the District will notify the Association in writing of any matter within thirty (30) days of service thereof upon the District. The District and the Association shall both fully cooperate with each other on any matter commenced against the District. The Association may, at its discretion, determine whether to defend, settle in whole or in part or appeal the matter. In the event the Association makes a determination to settle or not to appeal, its liability under this section shall be limited to costs,

fees, charges, awards, judgments and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligations.

## ARTICLE XIV

### SALARY AND SALARY SCHEDULE RULES AND REGULATIONS

#### 14.1 General

14.1.1 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 full school semester, shall receive not less than one-half the annual salary applicable to their class and step. A complete year of service will have been earned whenever a unit member works seventy-five (75%) of the number of days of required service for his/her particular assignment in the District.

14.1.2 Salary warrants for unit members shall be issued as stated in Section 14.3 below, with appropriate deductions.

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

14.1.4 Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings. 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 a particular deduction.

#### 14.2 Salary Schedules

##### Definitions

14.2.1 Unit members assigned on a ten (10) month basis shall work one hundred eighty-six (186) days, as determined by the calendars found in Appendix D. These unit members are paid in accordance with the salary schedule attached as Appendix A.

14.2.2 Unit members assigned on a ten and one-half (10.5) month basis shall work one hundred ninety-six (196) days as determined by the calendar found in Appendix D. These unit members are paid in accordance with the salary schedule attached as Appendix A.

14.2.3 Unit members assigned on an eleven (11) month basis shall work two hundred three (203) days as determined by the calendar found in Appendix D. These unit members are paid in accordance with the salary schedule attached as Appendix A.

14.2.4 Unit members assigned to extra duty paid positions shall be paid in accordance with the extra pay schedule attached as Appendix A.

14.2.5 The current salary schedules are contained in Appendix A.

14.2.5.1 Effective January 1, 2016, the District shall provide a 6.0% Increase on all salary schedules contained in Appendix A.

14.2.5.2 Effective July 1, 2016, the District shall "square" certain portions of the certificated salary schedule. The "squaring" will be based on the 2015-2016 certificated salary schedule as amended by the Tentative Agreement, dated May 4, 2016.

14.2.5.3 The District's projection for total aggregate ongoing LCFF funding for 2016-2017 as of the Last, Best, and Final Offer (May 4, 2016), is \$153,865,881. Should the actual LCFF aggregate funding for the District arising from the enacted state budget (June 2016) be greater than \$153,865,881, the District shall further increase all UTP bargaining unit salary schedules effective July 1, 2016, as follows:

- a. If the enacted State budget for 2016-2017 generates for the District an additional \$1.5 million in ongoing LCFF revenues above \$153,865,881, all UTP bargaining unit salary schedules shall be increased by an additional 1%;
- b. If the enacted State budget for 2016-2017 generates an additional \$3.0 million in ongoing LCFF revenues, above \$153,865,881, all UTP bargaining unit salary schedules shall be increased by an additional 1% for a total additional increase of 2%;
- c. If the enacted State budget for 2016-2017 generates an additional \$4.5 million in ongoing LCFF revenues, above \$153,865,881, all UTP bargaining unit salary schedules shall be

increased by an additional 1% for a total additional increase of 3%.

14.2.6 A classification of BCC/BCLAD Teacher shall be created as described below:

- 14.2.6.1 All unit members holding the full Bilingual Competence Certificate/ Bilingual Cross Cultural Language and Academic Development Certificate whose job assignment normally requires contact with LEP students shall be given the opportunity to serve in the BCC/BCLAD teacher classification.
- 14.2.6.2 The BCC/BCLAD teacher shall be paid pursuant to Appendix A, above his/her salary placement and any other supplemental District earnings. The payment to a BCC/BCLAD teacher shall be prorated, in a proportionate ratio, for partial year service in the BCC/BCLAD teacher class.
- 14.2.6.3 The BCC/BCLAD teacher shall perform additional duties as prescribed by the District, after input from teachers assigned to bilingual classes and by the Association. The establishment of the duties shall be coordinated by the Director, Personnel Services. The duties shall primarily involve assistance to teachers of bilingual classes who do not hold the full BCC/BCLAD certificate, with particular emphases on new teachers in the program.
- 14.2.6.4 Prior to the start of a BCC/BCLAD assignment year, a teacher holding the full BCC/BCLAD certificate shall be given notification of placement in said BCC/BCLAD class by the Director, Personnel Services. The notification shall also describe the thirty (30) calendar day period during which the teacher can decline BCC/BCLAD placement, and the form for withdrawing from the classification.

14.2.7 The following provisions shall govern bilingual compensation:

14.2.7.1 The annual compensation for a BCC teacher working with a non-bilingual teacher shall be \$1,000. The work shall be similar to the way in which a support teacher currently works.

14.2.7.2 The \$1,000 compensation shall not be paid to a BCC teacher who is already receiving extra support teacher compensation.

#### 14.3 Pay Days

Effective August 1, 2011, Monthly salary payments for unit members are made on the first (1st) working day after the close of the calendar month for which payment is due except as otherwise indicated below:

14.3.1 Ten (10) month unit members working their entire year receive their first salary warrants for work performed in the fiscal year on the first (1st) working day in September and their last salary warrants on the first (1st) working day in July. The monthly salary is one-eleventh (1/11) of the annual salary.

14.3.2 Eleven (11) month unit members working the entire year receive their first salary warrants on the first (1st) working day in August and their last on the first (1st) working day in July. The monthly salary is one-twelfth (1/12) of the annual salary.

14.3.3 Twelve (12) month unit members working the entire fiscal year receive their first salary warrants on the first (1st) working day in August and their last on the first (1st) working day in July. The monthly salary is one-twelfth (1/12) of the annual salary.

14.3.4 Extra duty pay assignments will be paid within sixty (60) days of the completing of the assignment.

14.4 Daily Rate of Pay is the unit members' annual salary divided by their required days of service.

#### 14.5 Initial Placement on Schedules

14.5.1 Credit for service outside the District for teachers hired prior to July 1, 1994 shall be allowed on the salary schedule at the rate of one increment (step) for one (1) year of comparable service up to a maximum of seven (7) years of service, but in no event shall the maximum entry step placement be higher than step nine (9).

- 14.5.2 Effective July 1, 1994, a credit for service outside the District shall be granted pursuant to Appendix A. Also effective date, and only upon initial employment in the District a new hire assigned to a position for which he/she is eligible for probationary status in the District shall be placed on the salary schedule at one (1) step higher than the regular entry placement provisions. However, in no event shall initial placement on the salary schedule exceed the maximum entry credit for prior experience.
- 14.5.3 Service is earned by any combination of the following: suitable teaching experience, active military service, Peace Corps or Vista service performed in the teaching of children, preschool experience if at least four (4) hours per day, and vocational experience exceeding that required for vocational credentials defined on the salary schedule. Private school experience for step increment on the salary schedule will be accepted, providing the private school was state accredited, and the unit member in question held a valid credential at the time of teaching. All previous experience shall be verified by official statements by prior employers before experience credit shall be allowed.
- 14.5.4 Employment as a day-to-day substitute shall not be used in computing years of service for salary placement or advancement.
- 14.5.5 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 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.
- 14.5.6 Only those units earned subsequent to obtaining a Bachelor's Degree shall be applicable for placement on the salary schedule.
- 14.5.7 The accreditation status of a college, university, or private school at the time of the unit member's enrollment shall prevail. Previous or subsequent accreditation shall not be considered. Unit members who resign from the District, and are subsequently re-employed, will be placed on the salary schedule as provided in Section 14.5.2 above for teachers initially hired on/or after July 1, 1994, or as provided for in Section 14.5.1 for teachers initially hired prior to July 1, 1994, their previous experience notwithstanding. However, permanent unit members who resign and are subsequently re-employed within thirty-nine (39) calendar months from the time of resignation, shall be restored to their previous schedule status.



14.5.8 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.

14.6 Vertical Movement

All unit members shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class; provided the most recent written evaluation is satisfactory or better.

14.7 Horizontal Movement

14.7.1 Course credit for salary placement and movement shall be given for post-graduate, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a recognized regional accrediting commission and which are related to the unit members' current or anticipated assignment.

14.7.1.1 Effective June 1, 1988, a unit member will be allowed salary schedule credit for participation in prior approved workshops in addition to District sponsored and designated in-service training programs. Said credit shall be granted on the basis of one (1) unit of salary schedule credit for each fifteen (15) hours of in-service program participation by the unit member. A unit member may not accumulate more than a career total of eighteen (18) of said salary schedule units.

14.7.2 Semester hours (units), as defined by the particular accredited college, university or graduate school 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).

14.7.3 Unit members requesting reclassification from one class to another may file such requests at anytime on the appropriate form with supporting documents attached with Certificated Personnel Office. The form shall not be changed by the District without prior consultation with the Association. The effective date for the retroactive pay for reclassification is the date of filing the form with supporting documents. Supporting documents verifying the completed units that are to apply towards the reclassification can be official notices in the form of a grade card or letter from the college, university or institution. Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. Payment for

reclassification shall occur within three (3) months or within three (3) pay periods, whichever is longer, after the employee files official transcripts for the increase. If the salary increase is not paid within three (3) months or three (3) pay periods, whichever is longer, the district is required to pay the unit member interest in accordance with statutory requirements. The burden of proof of units taken shall lie with the unit member. Any error in classification shall be corrected as soon as the error is verified.

14.7.4 Credit will not be accepted for course work taken in the armed services, 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 must be assigned upper division or graduate status, assigned a course title, and be given unit value.

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14.7.5 Such foreign university or other institution must be listed in the current edition of accredited institutions of higher learning or one of its regional accrediting commissions.

14.7.6 If a unit member believes that participation in a lower division course will be of direct benefit to the District, such unit member may petition the District for a waiver.

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14.7.7 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.

14.7.8 In lieu of formal academic units, it is possible to earn a maximum of eighteen (18) equivalent units, provided not more than nine (9) may be used at any one time to change from one class to the next higher one.

14.7.9 These eighteen (18) units may be earned in three (3) major categories of six (6) units each.

14.7.9.1 One year of successful non-teaching paid work experience (may be cumulative) related to the current assignment upon prior approval by the Director of Personnel Services (two (2) months = one (1) unit); and

14.7.9.2 Travel which is specially related to improving the unit member's service and taken after initial employment in the District must have prior approval by the Director of Personnel Services. Upon completion of prior approved travel, unit members must submit verification of travel,

i.e., receipts for airline tickets, hotel accommodations, etc. (two (2) weeks = one (1) unit); and

14.7.9.3 Professional Service: supervising a student teacher (one (1) unit for each complete assignment).

14.8 A Master's Degree is required for placement on Class E or Class F.

14.9 Service Increment

14.9.1 Step 16 - a service increment of five percent (5%) calculated on the tenth (10) step in Class A and Class B, the eleventh (11) step in Class C through E and the fourteenth (14) step in Class F (awarded to the nearest dollar) shall be paid after fifteen (15) years of full time service in the District provided the most recent written evaluation is satisfactory or better. This increment is a flat dollar amount without regard to the number of months served.

14.9.2 Step 21 - a second service increment of a second five percent (5%) calculated on the tenth (10) step of Class A and Class B, the eleventh (11) step in Class C through E and the fourteenth (14) step in Class F (awarded to the nearest dollar) shall be paid after twenty (20) years of full-time service in the District provided the most recent written evaluation is satisfactory or better. This increment is a flat amount without regard to the number of months served.

14.10 Doctorate Degree

A unit member with an earned Doctorate degree from an accredited institution shall be paid a five percent (5%) increment above Class F of the salary schedule found in Appendix A.

14.10.1 Effective July 1, 1995, a unit member with a qualifying doctorate degree from an accredited institution shall be paid a five percent (5%) increment above his/her regular salary schedule placement. Effective November 3, 2014, the Doctorate Degree increment shall be awarded to the nearest dollar.

14.11 National Board Stipend

An annual stipend of \$2,500.00 will be paid to teachers, counselors, librarians, nurses, school/clinical psychologists, and speech-language pathologists holding a national board certification. This stipend will be paid at the rate of \$250.00 per month for ten (10) months effective the 2015-2016 school year.

14.12 Counselors Salary

Counselors shall receive 1.06 times their placement on the Basic Monthly Salary Schedule in Appendix A. Effective November 3, 2014, the Counselor Salary Ratio shall be awarded to the nearest dollar.

14.13 Librarians Salary

Secondary School Librarians shall receive 1.06 times their placement on the monthly Salary Schedule in Appendix A. Effective November 3, 2014, the Counselor Salary Ratio shall be awarded to the nearest dollar.

14.14 Psychologists Salary

~~14.14.1~~ In accordance with the Settlement Agreement dated September 25, 2014, regarding all classifications of school psychologists, there should be no change (status quo) in the existing salary of the unit members in the Subject Classifications until such time as an agreement is reached at the bargaining table and ratified appropriately.

14.14.2 In the meantime, any salary increases to the UTP unit members shall apply to the Subject Classifications.

14.15 Mileage Reimbursement

Unit members required and directed to use a private vehicle in the performance of District duties shall be reimbursed at the allowable IRS rate.

14.16 Business Expenses

The District shall pay all expenses, including, but not limited to fees, travel, lodging, and incidentals, incurred when the unit member is involved in an activity at the discretion of or authorized by a District administrator when such activity is away from the unit member's primary work location.

The District shall provide or pay for meals when the unit member is involved in an activity at the discretion of or authorized by a District administrator when such activity is away from the District. The maximum amount reimbursable for unit member meals is:

Breakfast:	\$10.00
Lunch:	\$15.00
Dinner:	\$25.00

- 14.17 The District and the Association acknowledge the need to increase the District's ability to recruit and retain highly qualified employees in the areas of Speech and Language Therapy. The purpose of this Section is to set forth the parties' agreement establishing stipends to meet these goals.

14.17.1 Newly Hired Speech and Language Therapists

- 14.17.1.1 Speech and Language Therapists (hereafter referred to as "therapists") initially employed for or after the 2009-2010 school year shall receive reimbursement for the annual state licensing fee, reimbursement for attending seminars for license renewal, and a stipend of \$6,000.00 to be paid in equal increments of \$2,000.00 for each of the first three (3) years of satisfactory service.
- 14.17.1.2 Following satisfactory completion of the first three (3) years of service, such employees shall receive reimbursement for the annual state licensing fee, reimbursement for attending seminars for license renewal, and a stipend equivalent to five percent (5%) of his/her salary for every five (5) years of satisfactory service in the positions described in Section 14.21.1.1 above. For example, the first 5% stipend would accrue to an employee following eight (8) years of qualifying service.

14.17.2 Currently Employed Therapists

Any Speech and Language Therapists shall receive reimbursement for the annual state licensing fee, reimbursement for attending seminars for license renewal, and a stipend of five percent (5%) of his/her salary for every five (5) years of satisfactory service in a therapist position in the District. For example, the first 5% stipend would accrue to an employee following five (5) years of qualifying service. Any Speech and Language Therapists who has performed five (5) or more years of satisfactory service as of the end of the 2009-2010 school year shall receive a five percent (5%) stipend. Any Speech and Language Therapists who has performed four (4) or less years of satisfactory service as of the end of the 2009-2010 school year shall receive a five percent (5%) stipend upon completion of his/her fifth year of satisfactory service.

#### 14.17.3 General Conditions and Definitions

- 14.17.3.1 As used in this Section, “years of satisfactory service” shall mean that the employee has received an “Overall Satisfactory Evaluation” rating on the most recent Evaluation prior to the year for which the stipend would be received.
- 14.17.3.2 All stipends set forth in this Section shall be prorated according to the employee’s FTE.
- 14.17.3.3 Payment of all stipends set forth in this Section will be made in the monthly pay warrants.
- 14.17.3.4 As used in this Section, any stipends (“5% of salary” or \$6,000) shall mean gross salary, subject to all deductions required by law.
- 14.17.3.5 As used in this Section, “reimbursement for attending seminars for license renewal” shall not exceed four hundred dollars (\$400) per school year.

ARTICLE XV

HEALTH AND WELFARE BENEFITS

15.1 District Contribution to Health Insurance

15.1.1 Plan Year 2014 and each Plan Year thereafter:

15.1.1.1 As of April 1, 2014, the following Health plans are in effect: SISC HMO Blue Shield of California with Navitus Health Solutions Prescription Coverage Group 000HSC2470001, SISC PPO Blue Shield of California with Navitus Health Solutions Prescription Coverage Group 000SC13550001, SISC Kaiser Group 225543-1001, and Delta Dental DPO.

15.1.1.2 As of January 1, 2014, Delta Dental DPO insurance coverage, and life insurance coverage in the amount of \$10,000 for each covered employee, shall also be provided.

15.1.1.3 Effective Plan Year 2014, the amount of out-of-pocket expenses per unit members for the SISC Kaiser health benefit plan (based on a tenthly contribution) shall be:

Single:	\$13.00
2-Party:	\$28.00
Family:	\$68.00

15.1.1.4 Effective Plan Year 2014, the amount of out-of-pocket expenses per unit members for the SISC Blue Shield health benefit plans with Navitus Health Solutions Prescription Coverage (based on a tenthly contribution) shall be:

Blue Shield HMO

Single:	\$13.00
2-Party:	\$28.00
Family:	\$68.00

Blue Shield PPO

Single: \$117.00

2-Party: \$160.00

Family: \$305.00

15.1.1.5 The District shall pay the cost of any increases to Health Benefits premiums for the period October 1, 2016, through September 30, 2018. Negotiations for health and welfare benefits for 2018-2019 shall commence prior to January 31, 2018.

15.1.1.5.1 United Teachers of Pasadena retains the right to apply some or all of the increased cost of the Health Benefits premiums as a percentage equivalent increase on all UTP bargaining unit Salary Schedules instead. If UTP invokes this right, the proportionate increased cost of the premium would be passed on to bargaining unit members, and the District shall increase all bargaining unit Salary Schedules by that proportionate amount.

15.1.1.5.2 This increase to the salary schedules is separate and apart from a salary schedule increase under Article XIV, Salary and Salary Schedule Rules and Regulations.

15.1.2 Holiday Premium Reduction

Effective Plan Year 2014, and thereafter, the District shall share "Holiday Premium Reductions" with UTP members on a pro-rata basis to offset increased out-of-pocket expenses per unit member.

15.1.3 Health Plan Rebates

Effective Plan Year 2013, and thereafter, the District shall share rebate monies from health plan providers with UTP members on a pro-rata basis. This proration shall be based on the percentage of contribution by bargaining unit and District. The monetary equivalent of the health plan rebate(s) prorated on the percentage of contribution of UTP members shall be applied to UTP members enrolled in the respective plan(s) at the time of the rebate(s). UTP shall determine the dollar distribution.

(EXAMPLE: Based on the Blue Shield December 2011 "Rebates," the proration is based on the percentage of contribution by bargaining unit. The District paid 89.4% of Blue Shield costs, and the employees paid 10.6%. Based on UTP representing 62.2% of the



employee share of expenses, the total UTP amount of the rebate is \$26,911.90. On an annual Premium Credit per Employee, this represents \$47.30.)

15.1.4 Future Restoration and Enhancement of Total Compensation Levels

The District is fully committed to restoring the total compensation levels of 2009-2010 as immediately as possible. The District is fully committed to enhancing the total compensation levels of 2009-2010 as immediately as possible.

15.1.5 Health Plan Wellness Program Funds

The District and the Association agree to determine the distribution of Health Plan Wellness Program funds no later than March 31 of each year. The language of the agreement shall be contained in a Memorandum of Understanding between the two parties no later than March 31 of each year.

15.2 Each unit member is required to enroll in one of the following Health plans:

15.2.1 SISC Kaiser Group 225543-1001

15.2.2 SISC Blue Shield of California HMO Group 000HSC2470001, with Navitus Health Solutions Prescription Coverage

15.2.3 SISC Blue Shield of California PPO Group 000SC13550001, with Navitus Health Solutions Prescription Coverage

15.2.4 UTP unit members, whose spouse or domestic partner is also a UTP unit member, shall not be required to enroll in one of the Health plans above in Sections 15.2.1, 15.2.2, and 15.2.3, provided that he/she is covered in the Health plan of his/her spouse or domestic partner. Once Open Enrollment is concluded, the District shall apply the cost savings to the amount of out-of-pocket per unit members.

15.3 Each member is required to enroll in the Delta Dental Plan (0710-1010).

15.3.1 UTP unit members, whose spouse or domestic partner is also a UTP unit member, shall not be required to enroll in the Delta Dental Plan above in Section 15.3, provided that he/she is covered in the Delta Dental Plan of his/her spouse or domestic partner. Once Open Enrollment is concluded, the District shall apply the cost savings to the amount of out-of-pocket per unit members.

15.4 Each member may by payroll deduction, enroll in one or more of the following programs as offered by the District:

15.4.1 Vision Care

15.4.2 Additional Life Insurance Coverage

15.4.3 Income Protection Plan

15.4.4 Tax-Shelter Annuity program per various plans approved by the District.

15.4.5 An IRC 125 premium contribution plan is available for all unit members. Those who do not choose to participate in said plan, permitting employee pre-tax contributions for medical/dental benefits, as described herein, shall submit the annual notice form to the district declining participation.

15.5 Pasadena Unified School District and United Teachers of Pasadena agree that both parties must, not later than August 1 (unless this is not possible due to the action or inaction of an outside third party), approve of the complete text of the Evidence of Coverage (E.O.C.) and the Summary of Health Benefits Plans for each of the mutually agreed to health care providers (e.g. Blue Shield and Kaiser) prior to their implementation. Approval shall require the signatures of both the UTP President and Bargaining Chairperson and that of the District Superintendent and/or designee.

Once the two parties have committed to the signatures of approval as referenced above, then, the provisions of the health benefits plan coverage are established as approved. It is the express intent of the District and the Association that the referenced Agreement be executed prior to Open Enrollment (See Appendix F). Open Enrollment Period shall occur not later than August 31 for a period of not fewer than ten (10) days.

In the absence of the complete text of the Evidence of Coverage, Kaiser, Blue Shield, and/or the current insurance broker (e.g. Alliant Insurance Services) must provide the District and the Association with a letter of assurance that attests to the continuity of the provisions from those of 2006-2007 into 2007-2008 and beyond; unless such provisions are changed by legislative mandate or through contract negotiations. It is the expressed intent of the District and the Association to hold Blue Shield and Kaiser accountable for providing the exact coverage that the parties have negotiated.

15.6 Unit members who work seventy-five percent (75%) or more of a daily or weekly full-time assignment shall be entitled to full health and welfare coverage as described in Section 15.1-15.4, above. Unit members who work less than seventy-five (75%) of a daily or weekly full-time assignment shall be excluded from receiving any health or welfare benefits.

15.7 Unit members who work a complete school year shall receive health and welfare benefits effective through the last day of August. Unit members who are employed subsequent to the first day of the school year shall have health and welfare benefits.

15.8 Unit members who terminate their employment prior to the close of the school year shall be covered by their health and welfare benefits through the last day of the month for which the health and welfare benefits have been paid.

15.9 Unit members shall have health and welfare benefits effective through the last day of August during the year in which this Agreement expires.

15.10 Early Retirement Incentive

15.10.1 The following Early Retirement Incentive Program (ERI) shall be in effect for qualifying employees retiring on or after October 31, 1985, and only for qualifying employees who submit a non-revocable letter of retirement to the District prior to June 6, of any year.

15.10.1.1 Eligibility/Qualification Requirements

To be eligible for the ERI described herein, an employee shall meet all of the following conditions:

15.10.1.1.1 have attained age 55, or older, as of September 1, of the year of retirement;

15.10.1.1.2 have rendered fifteen (15) years of service in the District; and

15.10.1.1.3 be at the maximum step of his/her salary column placement at retirement.

15.10.1.2 Benefits

15.10.1.2.1 for a qualifying employee who has attained age fifty-eight (58) or older, the District shall pay eighty percent (80%) of the District contribution for employee medical benefit coverage, for the current school year as provided for in Section 15.1. The contribution amount shall be increased annually during the period ERI to

whatever the District contribution in existence for the 1986-87 school year.

15.10.1.2.2 for a qualifying employee who has attained age fifty-seven (57), the District shall pay seventy percent (70%) of the District contribution for employee medical benefit coverage for the current school year as provided for in Section 15.1. The contribution amount shall be increased annually during the period of the ERI to whatever the District contribution level becomes for the medical program in existence for the 1986-87 school year.

15.10.1.2.3 for a qualifying employee who has attained age fifty-six (56), the District shall pay sixty (60%) of the District contribution for employee medical benefit coverage for the current school year, as provided for in Section 15.1. The contribution amount shall be increased annually during the period of the ERI to whatever the District contribution level becomes for the medical program in existence for the 1986-87 school year.

15.10.1.2.4 for a qualifying employee who has attained age fifty-five (55), the District shall pay fifty percent (50%) of the District contribution for employee medical benefit coverage for the current school year, as provided for in Section 15.1. The contribution amount shall be increased annually during the period of the ERI to whatever the District contribution level becomes for the medical program in existence for the 1986-87 school year.

#### 15.10.1.3 Duration of Benefits

The ERI benefits for qualifying employees, as described herein, shall continue for the retiring employee until whatever of the following conditions occurs first: attains age sixty-five (65); or becomes eligible for Medicare; or becomes eligible for a national health insurance program that may be enacted. Pursuant to the Omnibus Budget Reconciliation Act of 1993 (OBRA 1993), upon entitlement to Medicare due to

disability, Medicare coverage becomes primary and District coverage becomes secondary. In the event, the combination of Government and District provided coverage will not be less than current District coverage provided to retirees. This provision may be subject to change based upon the changes to inapplicable federal law.

15.10.1.4 The District contribution levels provided for early retirees in Section 15.10.1.2, above, shall also be extended to one dependent of the retiree who leaves the District service on or after June 30, 1985, provided the dependent was covered by the District health coverage at the time the retiree left service with the District. The dependent contribution shall continue until the retiree coverage expires pursuant to Section 15.10.1.3 and 15.10.1.5 herein.

15.10.1.5 The retiree dependent coverage shall be in effect for the period provided for in Section 15.10.1.3, above; however, should the retiree become deceased prior to age sixty-five (65), or the eligibilities provided for in Section 15.10.1.3, the dependent coverage shall cease at the end of the first full month following the death of the retiree. No dependent coverage of a retiree shall extend beyond the period of child coverage for an active employee.

15.10.1.6 The medical benefits described in Section 15.10.1.2, above, shall include the retiring unit member's dependent, if any, who was covered by a District medical plan at the time of the unit member's retirement.

15.11 Domestic Partners

The rights and responsibilities under this Article include Domestic Partners as defined by California law.

15.12 The Prescription Plan of active members will be made available to current and ongoing retirees over sixty-five (65), including one dependent, at the unit member prescription rate.

## ARTICLE XVI

### CHILD DEVELOPMENT PROGRAMS

- 16.1 The provisions of this Article shall apply to unit members assigned to Child Development Program positions, including ECP permit teachers, inclusion ECP permit teachers, children's center permit teachers, school age permit teachers, and site supervisors.
- 16.1.1 Child Development Program unit member's hours shall comply with State and Federal statutes. A full time assignment for Child Development Program unit members is eight (8) hours, inclusive of two fifteen (15) minute breaks and a thirty (30) minute duty-free lunch. Part time unit members shall be paid prorata of a full time salary in the same ratio as the hours in an eight (8) assignment. The six (6) hour day for Child Development Program unit members will include one fifteen (15) minute physical relief break and a thirty (30) minute duty free lunch. Child Development unit members working a four (4) hour day will receive one fifteen (15) minute physical relief break.
- 16.1.2 It is the District's intent 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 Child Development Program unit members.
- 16.1.3 Whenever it is necessary to reduce the number of hours of Child Development Program unit members, those unit members with the fewest number of years of teaching within the District shall have their hours reduced before those with a greater number of years of teaching with the District.
- 16.1.4 Class size as it relates to the Child Development Program shall be in accordance with guidelines established by the State, Federal and County regulations.
- 16.1.5 Full time unit members shall accumulate sick leave on the basis of one day per month. Unit members assigned less than full time accumulate sick leave on a prorated basis.
- 16.1.5.1 Ten (10) month Child Development bargaining unit members serving in the twelve (12) month Child Development Program during the summer break
- a. shall accrue one (1) day of sick leave, which is available for use during the twelve (12) month Child Development Program during the summer break; OR

- b. as a result of perfect attendance, shall accrue one (1) day of sick leave, which shall accumulate from school year to school year.

16.1.5.2 Ten (10) month Child Development bargaining unit members serving in the twelve (12) month Child Development Program during the summer break shall be entitled to use their regular accumulation of sick leave and other leaves provided by the Collective Bargaining Agreement during the summer break.

16.1.6 The Children's Centers and School Age Sites shall be open for the number of days required by the State. The centers and sites shall be closed for the following fifteen (15) holiday observances:

Independence Day

Labor Day

Admission Day

Veterans Day

Thanksgiving Day and the day preceding and following

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Martin Luther King, Jr. Day

Lincoln's Day

President's Day

Memorial Day

16.1.6.1 Additional holidays may be observed in any given year in order to make the unit member work year conform to the number of days needed for the District to be in compliance with the State requirement; the preferences for observing additional holidays shall be the days adjacent to a recess period, or holiday observance.

16.1.6.2 If the State Children's Center requirement in any year is less than the District's 12-month employee work calendar, Children Center personnel shall work the same number of days as other 12-month employees in order to receive a full salary. The Children's Center employee will report for duty on the day that the Children's Centers are closed in order to

meet the 12-month employee work calendar requirement, unless the District and employee mutually agree to a vacation day instead.

16.1.7 The work year for the 10-month Child Development bargaining unit members shall be 186 days including three (3) days of non-student, non-ADA status. Children's Center permit teachers and all site supervisors shall be twelve (12) month employees and their work year shall consist of 246 days or the state-funded minimum number of days of operation for that year, including two (2) days of non-student, non-ADA status. All incumbent Child Development Permit Teachers shall be entitled to apply for the 12-month Children's Center Permit Teacher positions referred to herein. If additional days of operation are scheduled, the following procedure shall apply:

16.1.7.1 The District shall identify tentative assignment needs as early as possible.

16.1.7.2 The District shall solicit volunteers to fill assignments no later than twenty (20) work days prior to the effective date of the assignment.

16.1.7.3 Among volunteers with a satisfactory rating for the most recent evaluation, the employee with the greatest District seniority shall be selected.

16.1.7.4 Employees selected for the assignments shall be notified no later than ten (10) working days prior to the effective date of the assignment.

16.1.7.5 Payment for such additional day(s) shall be at the unit member's daily rate of pay.

16.1.8 Effective July 1, 2008, unit members who work twelve (12) months shall accrue one and two-thirds (1.67) vacation days for each month worked per year for a total of twenty (20) days per work year. Any unused vacation days shall accumulate from year to year, up to twenty (20) days. By the August 1st pay warrant each year, the District shall provide each unit member with a written statement of his/her total number of unused vacation days. Upon separation, any unused vacation days shall be paid based on the unit member's daily rate of pay. Teachers will submit a vacation plan to the Child Development Coordinator no later than forty-five (45) calendar days prior to the vacation. If two (2) or more unit members from the same site or two (2) or more site supervisors select overlapping vacation dates, then the Child Development Coordinator will approve vacation based on the needs of the program with consideration given to seniority.



16.1.9 When it becomes necessary to reassign a full time Child Development unit member from one site to another site, the full time unit member with the fewest number of years in the District shall be reassigned prior to those with greater number of years of service to the District.

16.1.10 The salary schedule for Child Development unit members is attached as Appendix A.

16.1.10.1 Effective July 1, 2008, a designated Site Supervisor shall be paid a ratio of 1.15 above their placement on the Children's Centers and Permit Teachers Monthly salary schedule.

16.1.10.2 Effective July 1, 1995, if a teacher in the District's Child Development program is hired as a credentialed teacher in the District's K-12 program, he/she shall be allowed credit on the certificated salary schedule at the rate of one (1) year of credit for each two (2) years of full Child Development program experience in the District if the experience was rendered prior to obtaining a Bachelor's Degree; services rendered after obtaining a Bachelor's Degree shall be credited on a year for year basis up to the maximum credit allowable.

16.1.10.3 Effective July 1, 1995, A newly hired unit member who has previously worked on an hourly and/or substitute basis in the District's Child Development Program and who is subsequently hired as a regular Child Development Program teacher shall receive one (1) year of credit on the salary schedule, if the following conditions have been met:

16.1.10.3.1 Unit members assigned on a ten (10) month basis shall have worked 140 days for at least six (6) hours per day; or

16.1.10.3.2 Unit members assigned on a twelve (12) month basis shall have worked 185 days for at least six (6) hours per day.

16.2 If a Children's Center permit teacher is required to remain at the site beyond contract hours due to the late pick up of students and the absence of the sites supervisor, he/she shall be paid at his/her prorata per diem rate of pay.

16.3 If all regular and cumulative sick leave has been exhausted and a Child Development unit member continues to be absent on account of illness or accident, the bargaining unit member shall be entitled to an additional period of one hundred (100) work days per each illness or

accident. Compensation to the bargaining unit member for each of these one hundred (100) work days shall be at a rate that would have been paid to a Class I substitute. A bargaining unit member shall not be provided more than the one hundred (100) day period per illness or accident. However, if a school year terminates before the one hundred (100) day period for the same illness is exhausted, the bargaining unit member may take the balance of the one hundred (100) day period during the subsequent school year. If a bargaining unit member, having exhausted all available sick leave, continues to be absent on account of illness or accident beyond the one hundred (100) day period and the bargaining unit member is not medically able to resume the duties of his/her position, the bargaining unit member, if not placed in another position, shall be placed on a reemployment list for a period of twenty-four (24) months (Probationary employee) or thirty-nine (39) months (Permanent employee). The twenty-four (24) month or thirty-nine (39) month period shall commence at the expiration of the one hundred (100) day period. When the bargaining unit member is medically able during the twenty-four (24) month or thirty-nine (39) month period, the bargaining unit member shall be returned to employment in a position for which he/she is credentialed and qualified.

- 16.4 A teacher shall have access to information in a student's school records regarding specific behavior or medical conditions that may adversely affect a student's development; information shall be kept in strict confidence by the teacher.
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## ARTICLE XVII

### SUPPLEMENTAL PROGRAMS

The provisions contained in this article shall apply to all summer school and supplemental programs offered by the District for the benefit of students. Further, the provisions contained herein shall apply to all supplemental programs regardless of when the program is offered, including, but not limited to, before or after the regular school day, on Saturdays, during year-round school intersessions, and /or on any other non-regular work day.

17.1 Selection and appointment of bargaining unit members serving in summer school/supplemental programs shall comply with this Article.

17.1.1 Regularly employed unit members of the District shall be given preference over outside applicants for summer school/supplemental programs placement.

17.1.2 Any regularly employed bargaining unit member shall be considered as a qualified applicant for a summer school/supplemental programs assignment and may make application to the District for a summer school/supplemental programs position. The District shall establish a summer school/supplemental programs seniority list, which shall be maintained from year to year. The most senior member with an appropriate credential, with prior year satisfactory evaluation, and skills and trainings as determined necessary for the successful implementation of the position shall receive the assignment. After serving a year in a summer school/supplemental programs assignment, the next senior unit member with appropriate credential, not already serving in a summer school/supplemental programs, shall be appointed to the position. Unit members rotating out shall be placed at the bottom of the summer school/supplemental programs seniority list. A unit member may decline an assignment and maintain standing on the seniority list until acceptance of a summer school/supplemental programs opening. New applicants for summer school/supplemental programs shall be placed at the bottom of the seniority list.

17.1.2.1 Summer school assignments shall only be offered to temporary candidates or candidates from outside the District if a summer school assignment cannot properly be filled from existing staff.

17.1.3 For summer school assignments specifically, the District shall conduct an application process prior to April 1. By April 30, all applicants shall be notified of the tentative selection or non-selection. A listing of those tentatively selected shall be

updated on a weekly basis and posted in the Human Resources Office for inspection which shall include:

- 17.1.3.1 A list of all applicants
- 17.1.3.2 Credentials of each applicant
- 17.1.3.3 Summer school seniority-rotation rank of each applicant
- 17.1.3.4 Year that applicant last taught summer school
- 17.1.3.5 The assignment of those tentatively selected for summer school employment.

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17.1.4 Upon knowledge of openings/vacancies for all other supplemental programs employment, the District's Human Resources Department shall send to the Association and all bargaining unit members via the District's email server a list of all openings/vacancies which occur during the work year and for the following work year. The list shall contain the following:

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- 17.1.4.1 A closing date which is at least ten (10) working days following the posting date.
- 17.1.4.2 A job description.
- 17.1.4.3 Credentials and skills and trainings necessary to meet the requirements of the position.

17.1.5 Applications and all District informational bulletins shall distinguish ADA generating programs from the non-ADA generating summer school programs.

17.1.6 The District should have the ability to release unit members from summer school/supplemental program assignments only if there is a decrease in the number of students which requires a decrease in the number of unit members pursuant to Article X, Class Size.

17.1.7 A unit member released from a summer school/supplemental program assignment due to declining enrollment shall maintain standing on the seniority list until acceptance of another summer school/supplemental program opening.

- 17.2 The hourly rate of pay for summer school/supplemental programs unit members, except for the Twilight Instructional Program, is contained in Appendix A, Certificated Salary Schedules.
- 17.2.1 The Independence Day holiday (as contained in Appendix D, Official Calendar for the School Year) shall be paid for Extended School Year (ESY) only.
- 17.2.2 The hourly rate of pay for the Twilight Instructional Program unit members shall be the Summer School/Saturday Scholars hourly rate of pay contained in Appendix A, (Salary Schedules, of the Collective Bargaining Agreement.
- 17.2.3 The hourly rate of pay for summer school/ESY school psychologists shall be their pro rata rate of pay.
- 17.3 Bargaining unit members serving in summer school/supplemental programs, except for LEARNS, shall accrue
- (a) one (1) day of sick leave, which is available for use during the summer school session; OR
- (b) as a result of perfect attendance, bargaining unit members shall accrue one (1) day of sick leave, which shall accumulate from school year to school year.
- Unit members serving in summer school shall be entitled to use their regular accumulation of sick leave and other leaves provided by this Agreement during summer school.
- 17.4 Class Size Limitations for Summer School and Instructional Programs
- A proper setting for remediation will require limits on summer school and supplemental program class sizes if remediation is to be successful. It makes little sense to put students in classes larger than those they experience during the regular school year.
- 17.4.1 The District shall maintain no more than the maximum staffing ratios or formulas for the allocation of classroom teaching positions during summer school and other supplemental remediation programs as contained in Section 10.1 of Article X, Class Size.
- 17.4.2 In addition to summer school, "other supplemental remediation programs" refers to any remediation program offered by the District after-school, in the evening, on Saturdays, during school recess breaks, or any other time during the regular work year.
- 17.4.3 The District shall maintain no more than the maximum staffing ratios or formulas for the allocation of classroom teaching positions during the Twilight Instructional Program as contained in Section 10.1 of Article X, Class Size.

17.5 The length of the teacher workday for ADA generating summer school and Extended School Year programs shall be 5 hours, 50 minutes per day.

17.5.1 The onsite workday for teachers during summer school shall be structured as follows:

a. The onsite workday shall begin 15 minutes before the site's student instructional day.

b. Unit members shall have a duty free nutrition break of at least 20 consecutive minutes, exclusive of passing periods.

c. Bargaining unit members may leave 15 minutes after instruction time ends.

17.5.2 The onsite workday for teachers during Extended School Year shall be structured as follows:

a. The onsite workday shall begin 15 minutes before the site's student instructional day.

b. Unit members shall have a duty free nutrition break of at least 20 consecutive minutes, exclusive of passing periods.

c. Bargaining unit members may leave 15 minutes after the completion of their last class.

17.5.3 The length of the school psychologists workday for ADA-generating summer school and Extended School Year programs shall be at least six (6) hours per day and no more than seven (7) seven hours per day.

17.5.3.1 The onsite workday for school psychologists during summer school/ESY shall be structured as follows:

a. The onsite workday shall begin 15 minutes before the site's student instructional day.

b. School psychologists shall have a duty free morning nutrition break of at least 15 consecutive minutes, exclusive of passing periods.

c. School psychologists shall have a duty-free lunch of at least 30 consecutive minutes, exclusive of passing periods.

17.6 The length of the teacher workday for non-ADA generating Summer School programs shall be four (4) hours to eight (8) hours depending on program and student enrollments. The workday for teachers during non-ADA generating Summer School programs shall be structured as follows:

- a. The on-site workday shall begin 15 minutes before instruction time begins.
- b. Unit members working four (4) or more hours per day shall have a duty-free nutrition break of 15 minutes.
- c. Unit members working six (6) or more hours per day shall have a duty-free lunch of 30 minutes.
- d. The on-site workday shall end 15 minutes after instruction time ends.

17.6.1 The following non-ADA generating summer school programs shall comply with the legal requirements of the California Education Code:

- a. High School Credit Recovery
- b. Rose City Continuation High School
- c. RISE (Readiness through Integrated Studies)
- d. LEARNS
- e. Other programs not otherwise identified

17.6.2 Non-ADA generating Summer School programs shall first be filled with permanent and probationary bargaining unit members who fulfill the criteria set forth in Section 17.1.2. Temporary candidates or candidates from outside the District shall fill a summer school assignment that cannot be filled by existing bargaining unit members.

17.6.3 Selection Criteria in selecting employees for non-ADA generating summer school programs shall be prioritized in the following order:

- a. Appropriate credentials;
- b. Multiple grade levels and/or content areas experience;
- c. Documented experience with technology;
- d. Documented experience working with at-risk students;

e. Seniority;

f. Skills and trainings as determined necessary for the successful implementation of the position.

17.6.4 The pay rate for non-ADA generating summer school credit recovery programs shall be the summer school pay rate as contained in Appendix A, Certificated Salary Schedule, except the pay rate for LEARNS shall be the pay rate for supplemental work not otherwise identified as contained in Appendix A, Certificated Salary Schedule.

17.7 The length of the teacher workday for the Twilight Instructional Program shall be:

a. 3 hours, 30 minutes per day for two (2) days per week; OR

b. 1 hour, 45 minutes per day for four (4) days per week

17.7.1 The onsite workday for teachers during the Twilight Instructional Program shall be structured as follows:

a. The onsite workday shall begin 30 minutes before the program's student instructional day;

b. Unit members working 3 hours, 30 minutes per day shall have a duty-free nutrition break of at least 10 consecutive minutes, exclusive of passing periods; and

c. Bargaining unit members may leave at the completion of their last class.

#### 17.8 Professional Development Workshops

17.8.1 Prior to filling presenter positions in a District-sponsored/District-wide workshop involving compensation of \$1,000 or more for a unit member, the District shall post at each of its regular school sites, the types of assignments that are anticipated, such as: nature of assignment, scope of tasks, interpersonal skill requirements, desired experience and training, necessary certification, programmatic expertise, compensation and application procedures.

17.8.2 Qualified bargaining unit members with current satisfactory District evaluation, may apply for said the assignments and shall be given administrative consideration before the assignments are filled.



17.8.2.1 Assignments that arise during the summer, for employment that summer, will be posted in the Human Resources Office.

17.8.3 The rate of compensation for the assignments is contained in Appendix A.

17.8.4 Timesheets shall be turned in to Payroll no more than ten (10) working days after the conclusion of each workshop. Participants should be paid during the next pay cycle.

## ARTICLE XVIII

### PEER ASSISTANCE AND REVIEW

#### 18.1 Purpose

The Peer Assistance and Review (PAR) Program with its emphasis on enhancing the skills of permanent teachers adds a significant dimension to the continuum of teacher professional development and improvement. Therefore, the parties agree to cooperate in the design and implementation of PAR as a program to improve the quality of instruction through peer assistance and professional development for permanent teachers.

The PAR Program creates roles for the Joint Panel, Consulting Teacher, Participating Teacher, and the Principal. Teachers referred to the program shall be viewed as professionals who are entitled to have resources available as they strive for performance improvement.

#### 18.2 Joint Panel

18.2.1 The PAR program is implemented and evaluated by a Joint Panel. The Joint Panel shall consist of five (5) members. There shall be two (2) administrators selected by the Superintendent, and three (3) teachers selected by the Association. Site administrator assigned to the Joint Panel shall have been employed in the District for at least three years. Each teacher shall possess permanent status in the District.

18.2.2 Members will serve a three (3) year term for not more than two (2) consecutive terms. For the first term, one (1) teacher and one (1) administrator will serve a two (2) year term while the other members will serve three (3) year terms. If a member cannot complete his or her term, the replacement appointee shall serve the remainder of that member's unexpired term.

18.2.3 The Joint Panel shall establish its own meeting schedule. Teacher-members shall be released from their regular duties, without loss of pay or benefits, to attend meetings scheduled during the regular teacher workday.

18.2.4 Members of the Joint Panel shall receive \$40.00 per logged hours of additional hours of service will be given beyond the workday/work year. In no event, however, shall total compensation for Panel Members exceed \$2,200.00 annually.

18.2.5 A quorum will consist of at least two (2) teachers and one (1) administrator.

18.2.6 The Joint Panel shall:

18.2.6.1 Administer the PAR Program.

18.2.6.2 Use a consensus model for decision making. If the Joint Panel fails to reach consensus, any majority vote must include at least one (1) affirmative vote from both segments of the Committee.

18.2.6.3 Establish its own rules of procedure, including the method for the selection of a Chairperson.

18.2.6.4 Establish operating timelines.

18.2.6.5 Establish operating Rules and Procedures to affect the provisions of this article. The Rules and Procedures shall be consistent with the provisions of this Agreement, and to the extent there is inconsistency, the Agreement shall prevail. A copy of the Rules and Procedures shall be given to each Participating Teacher, and a copy shall be available at each school site.

18.2.6.6 Participate in training required to implement the program.

18.2.6.7 Determine the number of Consulting Teachers and their caseload in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.

18.2.6.8 Consistent with State, County, and District requirements, submit for Board approval, a Program budget that shall not exceed the allotted PAR state funding.

18.2.6.9 Utilize appropriate teacher support programs offered by the District.

18.2.6.10 Select and assign Consulting Teachers.

18.2.6.11 Determine training schedule, select training programs and trainers for training of Consulting Teachers.

18.2.6.12 Assess the effectiveness of each Consulting Teacher.

18.2.6.13 Review the final report prepared by the Consulting Teacher and make a recommendation to the Board of Education through the Superintendent regarding the Referred Participating Teacher's progress in the PAR Program.

18.2.6.14 Evaluate annually the impact of the PAR Program in order to improve the Program. The Joint Panel shall submit recommendations for improvement to the Board of Education through the Superintendent.

- 18.2.7 All materials related to evaluations, reports, deliberations and other personnel matters shall be strictly confidential. Only the final report of the Consulting Teacher (18.3.1.1.4) and the Joint Panel Recommendation (18.3.1.1.5) may be used by the District in an employment action.

### 18.3 Participating Teachers

- 18.3.1 A Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of teaching performance. There are two categories of Participating Teachers.

#### 18.3.1.1 Referred Teacher Participants

- 18.3.1.1.1 The purpose of participation in the PAR Program is to assist the permanent teacher in improving performance. Permanent teachers who receive an unsatisfactory evaluation on their Certificated Teacher Summative Evaluation shall be required to participate in the PAR Program. Referred Participants shall be notified of the assigned Consulting Teacher no later than the last instructional day of the school year in which he/she was referred. If this time line is not met, the District, UTP, and unit member shall confer on an adjusted schedule, as necessary to PAR and Evaluation processes.
- 18.3.1.1.2 The Consulting Teacher shall provide assistance to the Referred Participant. An assistance plan to meet performance goals will be developed collaboratively among the Referred Participant, Consulting Teacher, and principal or designated evaluator.
- 18.3.1.1.3 Within thirty days of the assignment, Referred Participants may request from the Joint Panel consideration for a change of assigned Consulting Teacher.
- 18.3.1.1.4 The Consulting Teacher shall prepare a peer review reports per school year on each Referred Participant he or she assists. The reports shall be submitted to the Referred Participant, the Joint Panel, and the Referred Participant's principal or designated evaluator. The report will be submitted no later than November 15. If the December summative evaluation is less than

satisfactory, the Consulting Teacher shall prepare a second peer review report by March 15. The Referred Participant shall have the right to submit to the Joint Panel a written response to the Consulting Teacher's report(s), the right to request a meeting of the Joint Panel, and the right to be represented at this meeting. The report, with the written response, shall be made available for placement in the Referred Participant's personnel file, and, in accordance with Education Code section 44662, subdivision (d), shall be made available as part of the evaluation of the Referred Participant.

18.3.1.1.5 By March 31, the Joint Panel shall review reports submitted by the Consulting Teacher and shall recommend in writing to the Governing Board through the Superintendent (and provide copies simultaneously to the Referred Participant, Consulting Teacher, and Evaluator) one of the following:

- a) That the assistance provided through the PAR Program has been completed and that the Referred Participant is demonstrating a satisfactory level of performance; OR
- b) That despite sustained assistance for at least two years in the PAR Program, the Referred Participant is not able to demonstrate satisfactory performance, and further assistance through the PAR Program will not be successful.
- c) That continued participation in the PAR Program is recommended. The length of continuation in the PAR Program shall be set by the Joint Panel, but shall not exceed one year and shall be on a one-time basis. Following this period, the Joint Panel shall receive a subsequent report(s) from the Consulting Teacher pursuant to Section 18.3.1.1.4, after which the Joint Panel shall recommend in writing to the Governing Board either finding a) or b) in this section. The Joint Panel may instead recommend an additional year in the PAR Program, which shall be subject to the mutual agreement between the UTP President and PUSD Superintendent/designee. In no event shall a Referred Participant continue in the PAR Program in excess of three (3) years.

18.3.1.1.6 The Referred Participant shall continue in the PAR Program until he or she receives a satisfactory summative evaluation from his or her principal or designated evaluator no later than December 15. If the December summative evaluation was less than satisfactory, the Referred Participant shall continue in the PAR Program until he or she receives a satisfactory summative evaluation from his or her principal or designated evaluator no later than April 15. By May 1, the Referred Participant will be notified by the Joint Panel regarding his or her continued participation in the PAR Program.

18.3.1.1.7 Any grievance shall be limited to a claim that procedural provisions of this Article have been violated. The judgment and recommendations of the Joint Panel and Consulting Teacher may not be grieved.

#### 18.4 Volunteer Teacher Participants

18.4.1 The Voluntary Teacher Participant portion of the PAR program shall be referred to as Peer Assistance and Support System (PASS).

18.4.2 PASS is designed to serve the Voluntary Participant who does not qualify for the BTSA program. The purpose of voluntary participation in the PASS program is to assist the teacher who seeks to improve his or her teaching performance through assistance of a Consulting Teacher and/or staff development opportunities.

18.4.3 Volunteers will request the Joint Panel to assign a Consulting Teacher to provide peer assistance. The Voluntary Participant's request shall indicate area(s) in which he or she seeks assistance. The Voluntary Participant may terminate his or her participation in the PASS program at any time without a requirement to give a reason for the request.

18.4.4 If there are no available Consulting Teachers for a Voluntary Participant, participation in the PAR program will be made available for professional development opportunities. If the resources of the PAR program are insufficient to serve all potential Voluntary Participants for the PASS program, priority shall be given to Permanent teachers who request the assistance of a Consulting Teacher and/or staff development opportunities.

18.4.5 The purpose of voluntary participation is to provide peer assistance; therefore, the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Voluntary Participant.

18.4.6 All communication, assessment of participation, and/or reports between the Consulting Teacher and the Voluntary Participant shall be confidential, and absent the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Joint Panel.

18.4.7 Any grievance shall be limited to a claim that procedural provisions of this Article have been violated. The judgment and recommendations of the Consulting Teacher may not be grieved.

## 18.5 Consulting Teachers

18.5.1 A Consulting Teacher is a permanent certificated teacher who provides assistance to a Participating Teacher enrolled in the PAR Program.

18.5.2 Consulting Teachers shall:

18.5.2.1 Possess a clear California teaching credential.

18.5.2.2 Have successfully taught in a full-time position providing classroom instruction for at least five (5) years, the last three (3) years in Pasadena Unified School District. Consulting Teachers must have been employed in at least 60% of a full time position providing instruction to students, or providing instruction to teachers through the Professional Development Center.

18.5.2.3 Demonstrate exemplary teaching ability.

18.5.2.4 Demonstrate ability to communicate effectively both orally and in writing.

18.5.2.5 Demonstrate ability to work cooperatively and effectively with others.

18.5.2.6 Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.

18.5.3 Consulting Teachers shall be selected as follows:

18.5.3.1 The Human Resources Department shall send to the Association and all bargaining unit members via the District's email server notice of open positions as needed.

18.5.3.2 Applicants shall submit the required application form along with all required supporting documents as listed on the application form to the Human Resources Department. All applications shall be subject to a screening process

established by the Joint Panel to ensure that candidates meet minimum qualifications.

18.5.3.3 The Human Resources Department shall notify all applicants of the disposition of their application within ten (10) days after the closing date of the posting.

18.5.3.4 Consulting Teachers shall be released as needed or may job-share.

18.5.4 Consulting Teachers shall receive an annual base stipend of \$1000. Consulting Teachers shall receive an additional \$40.00 per logged hour in the performance of consulting teacher activities.

18.5.5 A full-time release Consulting Teacher shall serve no more than ten (10) Participating Teachers; a half-time release or job share Consulting Teacher shall serve no more than five (5) Participating Teachers; a Consulting Teacher who carries more than a fifty percent (50%) teaching load shall not be assigned to work with more than one Participating Teacher.

18.5.6 The Consulting Teacher shall continue to earn his or her annual stipend(s) by providing professional development activities as determined by the District and the Joint Panel if there is no Participating Teacher assigned to the Consulting Teacher in the second or third year of his or her term, or if a Voluntary Participant discontinues participation during the year.

18.5.7 Consulting Teachers shall:

18.5.7.1 Attend all required training.

18.5.7.2 Meet with the Participating Teacher and site principal or designated evaluator to discuss the PAR Program and to establish mutually agreed upon assistance goals.

18.5.7.3 Conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific immediate feedback.

18.5.7.4 Conduct model lessons, staff development, and seek appropriate resources as needed.

18.5.7.5 Maintain a written record of contacts, observations, visitations, meetings, and specific support given to each Participating Teacher.



18.5.7.6 Provide each Participating Teacher bi-monthly written or oral reports, as requested by the Participating Teacher, of his or her progress in the PAR Program.

18.5.7.7 Make periodic oral status reports to the Joint Panel for a Referred Participating Teacher.

18.5.7.8 Subject to section 18.3.1.1.5 continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support because it has determined that further assistance will not be productive or the teaching performance of the Referred Participating Teacher is satisfactory.

18.5.7.9 Submit the Final Report to the Referred Participating Teacher to receive his or her signature to verify delivery to the Referred Participant and to allow the Referred Participating Teacher the opportunity to submit a written response.

18.5.7.10 Participate in an annual review of the PAR Program with the Joint Panel.

18.5.8 The Consulting Teacher shall have the right to present reasons in writing to the Joint Panel why their assigned Participating Teacher should be reassigned to another Consulting Teacher.

18.5.9 The Consulting Teacher term shall routinely be three (3) years in length. The Joint Panel shall annually review the Consulting Teacher's effectiveness in dealing with Participating Teachers. After a three (3) year term, a Consulting Teacher must return to the classroom for one (1) year before he or she may reapply a Consulting Teacher position. If, at the annual review, the effectiveness of the Consulting Teacher is found to be deficient, the Joint Panel may remove the Consulting Teacher from this role at that time.

18.5.10 Upon completion of service as a Consulting Teacher, he or she shall have return rights to the position he or she held prior to becoming a Consulting Teacher. If that position no longer exists, he or she shall be provided a similar position that he or she is credentialed to teach.

## 18.6 General Provisions

18.6.1 Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. Teacher-members of the Joint Panel and Consulting Teachers shall retain all rights of bargaining unit members.

- 18.6.2 Expenses for PAR shall not exceed the available PAR revenues received from state funding sources. If PAR income from the State is reduced in future years, the PAR Program's expenses shall be reduced proportionately.
- 18.6.3 Indirect/administrative costs shall not exceed five percent (5%) of the total PAR budget and shall be itemized in the District budget documents. In the event the Program is no longer funded, the Program shall be cancelled.
- 18.6.4 The teacher-members of the Joint Panel and the Consulting Teachers will be covered under the District's basic liability coverage.

## ARTICLE XIX

### CONTRACT WAIVERS

#### 19.1 Waiver of the Collective Bargaining Agreement

If a school site requests a waiver of any provision(s) of the Collective Bargaining Agreement, the following procedures shall be followed:

- 19.1.1 In no event shall a requested waiver be forwarded with less than a ninety percent (90%) secret ballot vote of the affected bargaining unit as conducted by the Association.
- 19.1.2 After such request is approved in 19.1.1 above, the proposed waiver of the Collective Bargaining Agreement shall be submitted in writing to the District's Superintendent and Board of Education and the Association's President and Executive Board for final approval. If a waiver is approved by the Association and adopted by the District, contract waiver language shall be drafted by the parties and the Collective Bargaining Agreement shall be deemed amended accordingly.
- 19.1.3 Such waiver of the Collective Bargaining Agreement shall be for a specified period of time and shall be limited to a specific work site or location. Waivers shall not be construed as precedent setting.
- 19.1.4 Such waiver to the Collective Bargaining Agreement shall be subject to Article V (Grievance Procedure) of the Agreement.

## ARTICLE XX

### JOB SHARING

- 20.1 Unit members may elect to participate in a job sharing plan at grades ECP to 12 subject to the recommendation of the principals-supervisors involved, and the approval of the Superintendent at his/her sole discretion. Upon written request of an employee whose request for a shared job assignment has been denied, the District shall provide the employee with a written statement of the reason(s) for denial.
- 20.2 For any school year the job sharing plan shall be limited to twenty (20) unit members occupying ten (10) full-time positions.
- 20.3 A job sharing plan previously approved for the full school year may be terminated at the end of the first semester, at the District's sole and exclusive discretion, if the principal/supervisor determines that the job sharing is not in the best interest of students. Upon the written request of an employee in a shared job assignment that has been cancelled pursuant to this provision, the District shall provide said the employee with a written statement of the reason(s) for cancellation. An employee in a job sharing plan at the end of first semester termination by the District shall be offered an appropriate full-time position.
- 20.4 Unit members occupying shared jobs shall be required to provide the complete range of adjunct duties required of unit members, and the normal conference period availability provided by unit members.
- 20.5 Unit members occupying a shared job shall receive: prorated salary, prorated fringe benefits, and prorated salary schedule step increment credit provided he/she renders service for seventy-five percent (75%) of the time required in his/her job sharing plan.
- 20.6 Unit members requesting permission to enter the job sharing plan for any school year shall submit an appropriate application letter to the District by April 15 of the previous school year. The application shall include a detailed plan of how the proposed job sharing will function and its design to avoid the impairment of educational opportunities/experiences for students in the job shared classes.

## ARTICLE XXI

### LAYOFF ACTIONS & EFFECTS RELATED THERETO

- 21.1 The District and the Association agree that all Education Code procedural requirements and provisions for layoff and recall of unit members shall be observed if the District determines that reductions in force are necessary as a result of declining enrollment or that there will be a reduction or discontinuance of a particular kind of service not later than the beginning of the following year.
- 21.1.1 The services of no unit member may be terminated under the provisions of Education Code Section 44955 while any other employee with less seniority is retained to render any service which the unit member is certificated and competent to render.
- 21.2 Pursuant to Education Code Section 44955, as between employees who first rendered paid service to the District on the same date, the governing board shall determine the order of termination solely on the basis of needs of the District and the students thereof.
- 21.2.1 Upon the written request of the Association, the governing board shall furnish in writing no later than five (5) days in advance of the Hearing (Section 44949) a statement of specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to other employee relative to other employees referred to in Section 21.2, above.
- 21.3 Article XV, Health and Welfare Benefits, shall provide coverage through August 31 for those unit members who have worked a full school year and who are given layoff notice as a result of a reduction-in-force action by the Board on or before May 15 of the previous school year.
- 21.4 During the thirty-nine (39) month period of his/her preferred right of reappointment, a laid-off permanent employee shall, in the order of original employment, be offered prior opportunity for substitute service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided that the laid-off employee's services may be terminated upon the return to duty of the other employee, that the compensation he/she receives shall be not less than the amount he/she would receive if he/she were being reappointed, and that substitute service shall not affect the retention of his/her previous classification and rights.
- 21.5 During the twenty-four (24) month period of his/her preferred right of reappointment, a laid-off probationary employee shall in the order of original employment, and subject to the rights of

permanent employees as provided for in Section 21.4, above, be offered prior opportunity for substitute services during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon a return to duty of such other employee, that such substitute service shall not affect the retention of his/her previous classification and rights, and such an employee shall be given priority over employees whose right to a substitute position is derived from Education Code 44918.

- 21.6 A laid-off employee shall be eligible to purchase fringe benefit coverage for him/herself and dependents for the first quarter following layoff provided that he/she is not eligible for health insurance coverage elsewhere and also provided that he/she agrees to serve the District as a substitute teacher if requested. Beginning with the second quarter of the school year following layoff and continuing for the period of reemployment rights provided for in Education Code Sections 44956 and 44957, a laid-off employee may only continue to purchase fringe benefit coverage for him/herself and dependents provided that he/she is not eligible for health insurance coverage elsewhere and has accepted seventy-five percent (75%) of the verifiable substitute teacher service opportunities offered by the District during the preceding school quarter; failure in any school quarter to accept seventy-five percent (75%) of verifiable substitute assignments offered by the District shall cancel the fringe benefit purchase opportunities herein.

21.6.1 The purchase fee for vision service insurance and health insurance (as provided for by Cigna and Kaiser, for example) shall be subject to insurance carrier approval and provisions, and further subject to procedure for payment established by the District.

- 21.7 Employees who have been laid-off by the District under the provisions of Education Code Section 44955 and who are permanent employees at the time of layoff, shall have preferred right for reappointment to fill any vacancies, as provided for in this section, which occur during the thirty-nine (39) month period following the effective date of the affected employees' termination.

21.7.1 Those employees who wish to take advantage of the preferred right to reappointment shall keep the District apprised in writing of their current mailing address(es), and of any changes in the credentials they hold.

21.7.2 During the thirty-nine (39) month reappointment period, the District shall maintain a current file of all laid-off employees' mailing addresses, together with the credentials held by each such laid-off employee.

21.7.3 Preference for reappointment to a vacant position shall be given to the qualified laid-off employee with the first date of paid District service in a probationary status.

21.7.3.1 In the event that two (2) or more laid-off employees who are qualified to fill a vacant position first rendered paid probationary service to the District on the same date, the preferred right to reappointment shall be determined by the District on the basis of the needs of the District and the students thereof as referred to in Section 21.2, above.

21.7.4 The term "qualified" as used in Section 21.7, and its various sub-sections, shall be based upon the laid-off employees' certification and competency, and upon the affirmative action goals of the District.

21.7.5 When any vacancy occurs in a position which one or more of the laid-off employees is/are qualified to fill, the District shall notify qualified employees of the vacancy.

21.7.5.1 Notification of vacancies, as provided for in Section 21.7.3, above, shall consist of written notice sent by the District via certified mail, return receipt requested, to the employee's last known address(es).

21.7.6 Each laid-off employee notified of a vacancy, pursuant to Sections 21.7.3 and 21.7.3.1, above, which he/she is qualified to fill shall be allowed ten (10) calendar days following mailing of such notice to signify whether he/she will accept reappointment to the vacant position contained in the District notice.

21.7.6.1 Signification by the laid-off employee shall be made in writing and either delivered in person, or by certified mail, to the Certificated Personnel Services Office.

21.7.7 As to any such employee who is reappointed, the period of his/her absence shall be treated as a Leave of Absence and shall not be considered as a break in the continuity of his/her service. He/she shall retain the classification and order of employment held when his/her services were terminated. Credit for prior service under any state or district retirement system shall not be affected by such termination, but the period of layoff shall not count as a part of the service required for retirement.

21.8 Employees who have been laid-off by the District under the provisions of Education Code Section 44955 and who are probationary employees at the time of layoff, shall have preferred right for reappointment, subject to the reappointment rights of laid-off permanent employees described in Section 21.7, above, to fill any vacancies, as provided for in this section, which

occur during the twenty-four (24) month period following the date of the affected employees' termination.

21.8.1 Those employees who wish to take advantage of the preferred right to reappointment shall keep the District apprised, in writing, of their current mailing address(es) and of any changes in the credentials they hold.

21.8.2 During the twenty-four (24) month reappointment period, the District shall maintain a current file of all laid-off employees' mailing address(es), together with the credentials held by each such laid-off employee.

21.8.3 When any vacancy occurs in a position which one or more of the laid-off employee(s) is/are qualified to fill, the District shall notify qualified employees of the vacancy.

21.8.3.1 Notification of vacancies as provided for in Section 21.8.3, above, shall consist of written notice sent by the District via certified mail, return receipt requested, to the employee's last known address(es).

21.8.4 Each laid-off employee notified of a vacancy, pursuant to Section 21.8.3 and 21.8.3.1, above, which he/she is qualified to fill shall be allowed ten (10) calendar days following mailing of such notice to signify whether he/she will accept reappointment to the vacant position contained in the District notice.

21.8.4.1 Signification by the laid-off employee shall be made in writing and either delivered in person, or by certified mail, to the Certificated Personnel Services Office.

21.8.5 Preference for reappointment to a vacant position shall be given to the qualified laid-off employee with the first date of paid District service in a probationary status.

21.8.5.1 In the event that two (2) or more laid-off employees who are qualified to fill a vacant position first rendered paid probationary service to the District on the same date, the preferred right to reappointment shall be determined by the District on the basis of the needs of the District and the students thereof, as referred to in Section 21.2, above.

21.8.6 The term "qualified" as used in Section 21.8, and its various subsections, shall be based upon the laid-off employee's certification and competency, and upon the affirmative action goals of the District.



- 21.8.7 As to any such employee who is reappointed, the period of his/her absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of his/her service. He/she shall retain the classification and order of employment held when his/her services were terminated. Credit for prior service under any state or district retirement system shall not be affected by such termination but the period of layoff shall not count as a part of the service required for retirement. The period of his/her layoff shall not be counted as a part of service required to attain permanent status.
- 21.9 Any laid-off employee who is offered reappointment to a vacant position pursuant to the provisions of Sections 21.7 or 21.8, above, may for not more than one (1) school year decline the offer to reappointment without jeopardizing his/her preferred right to reappointment for any subsequent vacant position for which he/she is qualified, as defined in Sections 21.7.6 and 21.8.6, above.
- 21.10 Employees given a March 15 notice of intent not to reemploy shall be entitled to use six (6) full days or six (6) half days of available Personal Necessity Leave for purposes of bonafide job interviews with other prospective employers, provided that they give at least three (3) days advance notice to their immediate supervisors.
- 21.11 The District and the Association agree that any alleged violation of this Article, except for Section 21.10, above, shall be excluded from the provisions of Article V, Grievance Procedure, of this Agreement.
- 21.12 This represents a completion of negotiations of the matter of implementation, impact and effects of the layoff of unit members. Neither party is required to negotiate any further on the matters referred to in this Article. Therefore, the provisions of this Article shall be interpreted as full settlement of all negotiations on the matter of unit member layoffs, reemployment and the impacts and effects of those matters.

## ARTICLE XXII

### WORK STOPPAGE

- 22.1 Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents or representatives shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article V, disputes which are not subject to the grievance provisions of Article V, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown, or work-stoppage or threat thereof, the Association and its officers, agents and representatives will do everything reasonably within their power to end or avert the same.
- 22.2 ~~Any unit member engaging in any strike, walkout, slowdown or work stoppage of any nature~~ whatsoever against the District in violation of this Article shall receive no pay for the days involved, and shall be subject to discipline or termination pursuant to applicable Education Code procedures.
- 22.3 In the event that this Article is violated over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article V, the Association (and the unit members) shall be deemed to have waived the right to process the grievance or dispute through the grievance procedures and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.
- 22.4 The provisions of this Article shall be automatically suspended in the event that the District and the Association mutually and jointly declare impasse during the process of negotiating the reopener provisions provided for in Article XXIX (Completion of Meet and Negotiation); the suspension period shall not last longer than the duration of the mutually declared impasse.
- 22.5 The provisions of this Article shall also be automatically suspended in the event that the District and the Association conclude the fact-finding stage of the impasse provisions of the Educational Employment Relations Act.

## ARTICLE XXIII

### DISCIPLINE

#### 23.1 Just Cause/Due Process

- 23.1.1 The District may discipline a unit member only for just cause. Discipline shall conform to the principles and procedures of progressive discipline.
- 23.1.2 Unit members shall be entitled to exercise their legal right to Association representation throughout the progressive discipline process.
- 23.1.3 Except for the provisions of Education Code 44939 (Immediate suspension; hearing upon certain charges), 44940 (Leave of absence; certificated employee charged with mandatory or optional leave of absence offense; suspension of credentials; definitions), and 44942 (Suspension or transfer of certificated employee on ground of mental illness; examination; mandatory sick leave), discipline under this Article shall not include dismissal or suspensions for more than fifteen (15) working days.

#### 23.2 Progressive Discipline

The principles and procedures of progressive discipline will be applied except where the serious nature of the offense may require the District to bypass progressive discipline steps set forth in this Article. Whether the serious nature of the offense required bypassing progressive discipline steps set forth in this Article is subject to Article V, Grievance Procedure, of the Agreement except when suspension is the first and immediate step proposed to be imposed. Progressive Discipline steps will include the following:

##### 23.2.1 Verbal Warning

##### 23.2.2 Written Warning

The unit member will sign the written warning to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member may file a written rebuttal for attachment to the written warning if done within ten (10) working days.

##### 23.2.3 Written Reprimand

The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member may file a written rebuttal for attachment to the written reprimand if done within ten (10) working days.

#### 23.2.4 Suspension

23.2.4.1 In all instances the length of a suspension, up to fifteen (15) days, must relate to the severity of the action.

23.2.4.2 Written notice of suspension will be served in person upon the unit member by the Superintendent or designee no less than ten (10) days prior to the effective date of the proposed suspension. A copy will be concurrently provided to the Association President.

#### 23.3 Notice of Suspension

The District shall notify the Association in writing concurrently with the written notification to the unit member of the proposed suspension. The notice shall contain:

23.3.1 A statement of the specific act(s), infraction(s), or omission(s) upon which the action is based;

23.3.2 A statement of the cause(s) for which action is recommended;

23.3.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated;

23.3.4 The penalty proposed and effective date;

23.3.5 Copies of the documentary evidence upon which the recommendation is based; and

23.3.6 A statement of the unit member's right to challenge the proposed suspension by requesting in writing a binding arbitration hearing that shall be submitted simultaneously to the District and the Association within ten (10) workdays following receipt of the notice of suspension. If the Association has not received such a request from the unit member by the tenth (10th) workday following issuance of the notice, the Association shall immediately contact the District to obtain a copy of the request if one has been submitted. Upon receipt of the unit member's request, the Association shall notify the District in writing within five (5) workdays of the Association's next regularly scheduled Executive Board meeting whether it will be providing representation to a unit member who has requested a hearing. If the Association is not providing representation, the unit member may notify the District and the Association in writing of his/her affirmation to individually pursue binding arbitration and the name of his/her representative within five (5) workdays of the Association's decision not to represent the unit member. If the Association has not received such an affirmation from the unit member by the fifth (5th) workday following the Association's decision, the Association

shall immediately contact the District to obtain a copy of the affirmation if one has been submitted. Thereafter, the arbitration procedure of Article V, Grievance Procedure, of this Agreement shall be followed. Failure by the unit member to meet any of the timelines set forth herein shall constitute forfeiture of his/her right to a binding arbitration hearing and the District may proceed with the proposed suspension.

#### 23.4 Grievance Procedure

23.4.1 Verbal warnings, written warnings, and written reprimands may not be submitted to Article V, Grievance Procedure, other than within the context of a suspension hearing, or regarding whether the serious nature of the offense required bypassing progressive discipline as set forth in Section 23.2. Proposed suspensions set forth in this Article may be appealed by the unit member directly to final and binding arbitration by following Section 23.3.6 above and thereafter the grievance procedure in Article V, Grievance Procedure, of the Agreement. The proposed suspension will not be imposed until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite, in which case the unit member shall be placed on administrative leave with pay pending the outcome of the arbitration.

23.4.2 Nothing herein shall prevent the District and the Association from agreeing to utilize the procedure in Sections 5.3.4.1 through 5.3.4.4 in Formal Level Three of Article V, Grievance Procedure, during this process to discuss the proposed suspension and/or the bypassing of progressive steps prior to commencement of arbitration proceedings.

#### 23.5 Confidentiality

All information or proceedings regarding any action(s) or proposed action(s) pursuant to the Article will be kept confidential by the parties to the extent required by law.

#### 23.6 Education Code

23.6.1 This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code Section 44932 (Grounds for dismissal of permanent employees) and 44944 (Conduct of hearing; decision; expenses and costs).

23.6.2 Nothing in this Article precludes or in any manner affects or reduces the District's right to initiate and pursue dismissal proceedings under the Education Code.

## ARTICLE XXIV

### TEACHERS ON SPECIAL ASSIGNMENT

#### 24.1 Description

A Teacher on Special Assignment is a teacher whose assignment is outside of the classroom.

#### 24.2 Purpose

The purpose and role of a Teacher on Special Assignment is to provide his/her expertise, skills, talents, and knowledge in order to improve the quality of instruction thus increasing student achievement.

#### 24.3 Definitions

24.3.1 There will be two (2) classifications of Teachers on Special Assignment: (1) Teachers on Special Assignment I are assigned to a school site and (2) Teachers on Special Assignment II are assigned to the Education Center.

##### 24.3.1.1 Teachers on Special Assignment I – Assigned/Located at School Sites

Curriculum Resource Teacher  
Language Development Resource Teacher  
Program Resource Teacher  
Academic Coaches

##### 24.3.1.2 Teachers on Special Assignment II – Assigned/Located at the District Office

Beginning Teacher Support and Assessment (BTSA) Support Provider  
English Language Learners (ELL) Specialist  
Math Curriculum Coach  
Science Curriculum Coach  
Special Education Teacher Specialist  
Gifted and Talented Education (GATE) Teacher Specialist  
Energy Educator  
Elementary Curriculum Coach  
Pathways Curriculum Coach  
Secondary Curriculum Coach  
LEARNS Curriculum Coach  
Program Support Specialist  
Technology, Assessment, and Accountability Specialist

24.3.2 Teachers on Special Assignment shall not be utilized in the computation or application of the class size ratios listed in Article X, Class Size.

#### 24.4 Selection Procedure

- 24.4.1 The District shall post known openings for Teachers on Special Assignment for an ensuing school year by the prior April 15, in accordance with Section 7.2.2. Open positions shall be posted in the District Certificated Personnel Office, on the UTP bulletin board at each school site, and at the UTP Office.
- 24.4.2 For openings for Teachers on Special Assignment that occur during the summer recess period, the District shall post a list of known vacancies in the Certificated Personnel Office on or about July 1 and August 1 in accordance with Section 7.2.2.
- 24.4.3 Any vacancies that occur during the school year shall be posted in accordance with Section 7.3 of Article VII, Transfers and Reassignments.
- 24.4.4 The primary criteria in selecting Teachers on Special Assignment shall be appropriate credentials, appropriate trainings, appropriate experience, and satisfactory evaluations.
- 24.4.5 New Teacher on Special Assignment positions shall be identified in a notice prepared and distributed by Human Resources that include responsibilities and application timelines. Selection process will be identified in the notice and will be consistent with eligibility criteria with attention to experience and training identified in the notice.

#### 24.5 Hours

##### 24.5.1 Workday

- 24.5.1.1 The workday for Teachers on Special Assignment I shall be the same as the contractual day for classroom teachers at his/her school site.
- 24.5.1.2 The workday for Teachers on Special Assignment II shall be from 8:00 a.m. to 5:00 p.m., including a one-hour duty-free lunch.

##### 24.5.2 Work Year

- 24.5.2.1 The work year for Teachers on Special Assignment I shall be ten (10) months (186 days).
- 24.5.2.2 The work year for Teachers on Special Assignment II shall be eleven (11) months (203 days).
- 24.5.2.3 The work year for the Teacher on Special Assignment II, Energy Educator, and English Learners Specialist, shall be twelve (12) months (225 days).

24.5.2.3.1 The Teacher on Special Assignment II, Energy Educator, and English Language Learners Specialist, shall provide his/her immediate supervisor with his/her non-work day calendar by June 30 of each year.

## 24.6 Salary

### 24.6.1 Ratio Factors

24.6.1.1 Teachers on Special Assignment I shall be paid according to their placement on the Certificated Salary Schedule in Appendix A.

24.6.1.2 Effective July 1, 2008, Teachers on Special Assignment II shall receive 1.15 times their placement on the Certificated Salary Schedule in Appendix A.

### 24.6.2 Supplemental Pay

Teachers on Special Assignment I shall receive the Supplemental Rate of Pay as contained in Supplemental Employment – Certificated Salary Schedule in Appendix A for any work beyond the contractual workday.

## 24.7 Duties

24.7.1 The District shall provide a job description of duties and responsibilities for each Teacher on Special Assignment.

24.7.2 The site administrator may assign a Teacher on Special Assignment to provide coverage as necessary when a substitute is not available.

24.7.3 Any teacher on Special Assignment who holds an administrative credential and who agrees to serve as the Administrator designee may do so.

24.7.4 Teachers on Special Assignment shall not evaluate other certificated staff.

## 24.8 Voluntary Transfers

Teachers on Special Assignment requesting a voluntary transfer to a classroom position shall follow the procedures contained within Article VII, Transfers and Reassignments.

## 24.9 Return Rights

Unit members who transfer to Teacher on Special Assignment positions are deemed to be on "position leave" from their regular classroom positions. Upon completion of the term of the Teacher on Special Assignment duty, the unit member shall be afforded the rights of a voluntary transfer and shall be assigned before all other voluntary transfer applicants.



#### 24.10 Term of Service

- 24.10.1 Effective July 1, 2009, a unit member shall hold a Teacher on Special Assignment position for a term of three (3) consecutive years. After completing a term of service, the immediate supervisor and the Teacher on Special Assignment may agree on a successor three (3) year term. In the absence of such agreement, the unit member shall receive a voluntary transfer to a classroom position.
- 24.10.2 A unit member shall hold a Teacher on Special Assignment position for no more than four (4) successive terms. Subsequently, the Teacher on Special Assignment shall be granted return rights as stated above.
- 24.10.3 Either a Teacher on Special Assignment or the Site Administrator may end the assignment at the completion of any school year so long as this action is not arbitrary or capricious.
- 24.10.4 Teachers on Special Assignment who would have otherwise completed four (4) consecutive terms at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2012-2013 school year.
- 24.10.5 Teachers on Special Assignment who would have otherwise completed three (3) consecutive terms at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2015-2016 school year.
- 24.10.6 Teachers on Special Assignment who would have otherwise completed two (2) consecutive terms at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2018-2019 school year.
- 24.10.7 Teachers on Special Assignment who would have otherwise completed one (1) term at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2021-2022 school year.
- 24.10.8 Teachers on Special Assignment who would have otherwise completed two (2) years of the first term at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2021-2022 school year.
- 24.10.9 Teachers on Special Assignment who would have otherwise completed one (1) year of the first term at the end of the 2008-2009 school year shall be reassigned to a classroom position no later than the beginning of the 2021-2022 school year.

24.11 Evaluation Procedures

A joint committee shall be appointed by the District and the Association to develop recommendations for evaluation instruments for Teachers on Special Assignment to the bargaining teams no later than January 8, 2010. The committee shall be composed of three (3) representatives on each side.

## ARTICLE XXV

### RETIREE EMPLOYMENT

- 25.1 Article VII (Transfers and Reassignments) shall not apply to retired employees rehired in accordance with Education Code sections 24214, 24216.5 or 24216.6. Rather, the employment, assignment and transfer decisions regarding the employees shall be made on a case-by-case basis by the District's chief personnel officer. If practical, the officer may seek volunteers in lieu of the involuntary transfer of a retiree. The decision of the chief personnel officer shall be final and binding on all parties.
- 25.2 The only leave portions of Article IX (Leaves) that shall apply to retirees are:
- 9.1 (General Provisions)
  - 9.2 (Illness/Injury)
  - 9.4 (Personal Necessity)
  - 9.5 (Bereavement)
  - 9.6 (Quarantine)
  - 9.7 (Subpoena and Jury)
  - 9.10 (Industrial Injury and Illness)
  - 9.12 (Catastrophic)
  - 9.13 (Family)
  - 9.14 (Disaster Related Personal Necessity)
- 25.3 Except as set forth below, Article XIV (Salary and Salary Schedule Rules and Regulations) shall not apply to retired employees rehired in accordance with Education Code sections 24214, 24216.5 or 24216.6. Retirees will be given year for year credit up to step 7 on the salary schedule (Classes A - F). Retirees will be given all negotiated increases to the salary schedules. Retirees shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class, provided the most recent written evaluation is satisfactory or better. The retiree's school year of employment shall be equivalent to that of a full-time credentialed teacher. In addition, earnings limits and other limitations on services provided shall be as set forth in the above referenced code sections and related state regulations.
- 25.3.1 The District reserves the right, at its sole and exclusive discretion, to rescind the employment status of a retiree by providing ten (10) days written notice, in advance, that the retiree's service is no longer needed by the District.

- 25.3.2 Retirees hired pursuant to these provisions shall not be offered supplemental employment (Article XVII, Selection Procedure for Supplemental Employment) in lieu of the employment being offered to other bargaining unit members.
- 25.4 Article XV (Health and Welfare Benefits) shall not apply to retired employees rehired for CSR. Rather, the following provisions shall apply:
- 25.4.1 If the retiree is receiving an Early Retirement Incentive (ERI) fringe benefit contribution from the District at the time of reemployment, the contribution will be suspended in lieu of a full contribution if the retiree is reemployed on a full time basis. If the retiree subsequently retires again prior to age 65, the ERI he/she was receiving prior to reemployment will be reinstated, at the original percentage, until age 65.
- 25.4.2 A retiree from another district who is reemployed in the Pasadena Unified School District will not be allowed to receive more than a one hundred percent (100%) combined contribution when the amount of his/her ERI (if any from the previous employer) is combined with a PUSD fringe benefit contribution. For example, a retiree receiving an eighty percent (80%) ERI fringe benefit contribution from his/her former employer, would only be eligible for a twenty percent (20%) contribution from PUSD.
- 25.4.3 The District's medical insurance consultants shall be asked to provide recommendation regarding procedures and details to properly implement items 25.4.1 and 25.4.2, above.
- 25.5 Article XXI (Job Sharing) shall not apply to retirees hired for CSR.

## ARTICLE XXVI

### SEPARABILITY AND SAVINGS

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

## ARTICLE XXVII

### MISCELLANEOUS PROVISIONS

- 27.1 Individual contracts between the District and a unit member shall be subject to and consistent with the terms of this Agreement.
  - 27.2 This Agreement supersedes any rules, regulations or practices of the District which are or may in the future be contrary to or inconsistent with its terms.
  - 27.3 The provisions of this Agreement shall be applied by the District in a reasonable manner. The Association shall not process frivolous grievances.
  - 27.4 The District shall provide 500 copies of the Agreement to the Association and post it electronically on the District website.
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## ARTICLE XXVIII

### COMPLETION OF MEET AND NEGOTIATION

- 28.1 This Agreement constitutes the full and complete commitment between both parties and is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment. and During the term of the Agreement neither the District nor the Association shall be required to meet and negotiate on any further matters affecting these or other subjects, except as provided for in Sections 28.3.3.1 and 28.4 below.
- 28.2 This Agreement is comprised of a three-year agreement for the 2015-2016 through and including the 2017-2018 school years.
- 28.3 2015-2016, 2016-2017, and 2017-2018 School Years: This Agreement shall remain closed for these years except as specifically provided below in this section.
- 28.3.1 2015-2016 School Year: All of the Tentative Agreements that in total comprise the provisions of the Complete Tentative Agreement for a Successor Agreement that includes 2015-2016, 2016-2017, and 2017-2018 shall become effective immediately upon ratification by the UTP membership and the PUSD Board of Education.
- 28.3.2 2016-2017 School Year: This Agreement shall remain closed.
- 28.3.3 2017-2018 School Year: This agreement shall remain closed except as specifically provided below in this section.
- 28.3.3.1 The two parties shall reopen Article XIV, Salary and Salary Schedule Rules and Regulations.
- 28.4 In addition to the reopeners provided above, if there is a change in federal or state law during or applying to the 2016-2017 and/or 2017-2018 school year(s) which has or could impact the terms and conditions set forth in this Agreement, either party may reopen negotiations for those school years on specific provisions of the Agreement which are or could be affected by such action.

ARTICLE XXIX

DURATION AND SIGNATURES

29.1 This Agreement shall remain in full force and effect from July 1, 2015, up to, and including June 30, 2018.

PASADENA UNIFIED SCHOOL DISTRICT

Adopted by formal action of the Board on June 9, 2016

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by Kimberly Kenne, President of the Board

UNITED TEACHERS OF PASADENA

Ratified by vote of the Association on May 26, 2016

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by Alvin Nash, President of the Association