Agreement

between

CUPERTINO UNION SCHOOL DISTRICT

and

CUPERTINO
CEA
EDUCATION ASSOCIATION

July 1, 2024 – June 30, 2027
Revised November 13, 2025

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Preamble

The Board of Education of the
Cupertino Union School District of Cupertino, California,
hereinafter referred to as "The Employer" or "The Board", and the
Cupertino Education Association, an affiliate of the
California Teachers Association
and the National Teachers Association,
hereinafter referred to as "Association", agree as follows:

ARTICLE I
Recognition

1.1 Bargaining Unit. The Cupertino Union School District Board of Education, hereinafter referred to as the "Board", hereby recognizes the Cupertino Education Association, hereinafter referred to as the "Association", an affiliate of the California Teachers Association and the National Education Association as the exclusive negotiating representative as defined in Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title l of the Government Code of a unit of certificated members described as follows: All temporary, probationary, and permanent certificated personnel paid on the certificated salary schedule, and also interns, home teachers, psychologists, part-time teachers, and summer school personnel, but excluding substitute teachers. This Recognition Agreement shall not include District members in Board designated management, supervisory, and confidential positions.

1.2 Association. The Board agrees not to meet and negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters subject to meeting and negotiating.

1.3 Board. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representative(s) designated by the Board to act in its behalf.

ARTICLE 2
Association and Teacher Rights

2.1 Scope

2.1.1 "The Scope of Representation" shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and Conditions of Employment" mean health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of members, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7 and 3548.8.

2.1.2 In addition, the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. The process of this consultation is outlined in Article 15.9 (Joint Leadership Council). (2019)

2.1.3 All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the rights of the public school employer to consult with any members or member organization on any matter outside the scope of representation.

2.2 Personal Life. No member shall be transferred, reassigned, or evaluated in violation of this Agreement or the law because of his/her personal life.

2.3 Discrimination Prohibition. The District prohibits harassment and discrimination in the workplace on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, identity, gender expression, age, sexual orientation, or military and veteran status, or membership in CEA or participation in CEA organization activities and any other basis added by statute. Alleged violations of this section will be grievable only up to Level II of the Grievance Procedure (Superintendent/Designee). Nothing in this section shall limit unit members' rights to file claims of alleged violations with appropriate administrative/judicial forums. (2024)

2.4 Use of Facilities. The Association and its members shall have the right to make use of school equipment and buildings and facilities when not otherwise required for District business as permitted by the Educational Employment Relations Act and PERB decisions. The Association shall reimburse the Board for any consumable supplies used by the Association.

2.5 Association Communications. The Association shall have the right to post notices of activities in matters of Association concern on school bulletin boards at least one of which shall be provided at each school site. The Association shall be permitted use of member mailboxes for communications to members regarding matters with which the Association is involved. All notices, communications, and uses of District mail service and mailboxes shall be in compliance with applicable law. In addition, all notices and communications shall be identified as to the source of origin and dated. (1988)

Unit members shall have the right to use District email and internet for communication with our members regarding association matters in accordance with state and federal law. (2024)

2.5.1 Under AB 119, newly enacted Government Code section 3558 provides: (2018)

3558. Subject to the exceptions provided here, the public employer shall provide the exclusive representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the public employer shall also provide the exclusive representative with a list of that information for all employees in the bargaining unit at least every 120 days unless more frequent or more detailed lists are required by an agreement with the exclusive representative. The information identified in this section shall be provided to the exclusive representative regardless of whether the newly hired public employee was previously employed by the public employer. The information under this section shall be provided in a manner consistent with Section 6254.3 and in a manner consistent with Section 6207 for a participant in the address confidentiality program established pursuant to Chapter 3.1 (commencing with Section 6205) of Division 7. The provision of information under this section shall be consistent with the employee privacy requirements described in County of Los Angeles v. Los Angeles County Employee Relations Com. (2013) 56 Cal. 4th 905. This section does not preclude a public employer and exclusive representative from agreeing to a different interval within which the public employer provides the exclusive representative with the name, job, title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address of any newly hired employee or member of the bargaining unit.

2.5.2 The parties agree to the following manner of compliance with Government Code section 3558: (2018)

a. The Association shall receive not less than ten (10) days notice in advance of an in-person new employment orientation meeting, along with a preliminary list of AB 119 data for all new hires, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. (2025)

b. The District shall provide all AB 119 data of all bargaining unit members to the Association during the last work week of September, January, and May. (2025)

c. The District shall provide the AB 119 data for all additional hires throughout the school year within twenty (20) days of their hire date or by the first pay period of the month following hire, whichever is sooner. (2025)

d. The District shall notify the Association of resignations, retirements, and long term, unpaid leaves of absences within ten (10) days of Board approval. (2025)

2.5.3 The District and Association agree the foregoing terms comply with Government Code section 3558. (2018)

2.6 Association Representatives. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all times including the regular member duty day. Utilization of rights under this Section shall not disrupt the educational program.

2.7 Academic Freedom. Academic freedom shall be guaranteed to members in the study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility with due regard to the maturity level of the student, District rules and policies, and the laws of the State of California.

2.8 Faculty Advisory Committee

2.8.1 Faculty Advisory Committees (FAC) shall be formed to take an active role in participative decision-making and shall be involved in the development and improvement of site operations. (2011)

2.8.2 A Faculty Advisory Committee shall be selected by a secret ballot vote conducted by the CEA site representative of the members of the Unit at the school once each year at the beginning of the year. The committee composition shall be determined by the members and shall consist of not less than three (3) unit members. The FAC is composed of only unit members, and administrators are invited to meet with the FAC at scheduled joint meetings, which shall be held monthly at a minimum. The chairperson of this committee shall be a unit member and shall be elected by the FAC members by a secret ballot. It will be the chairperson's responsibility to disseminate all information regarding FAC meetings to those unit members working at the site including itinerant members. (2011, 2025)

2.8.3 The committee shall meet to review and discuss local school problems, practices, and budget. The committee shall play an active role in the revision, development or improvement of site practices and shall provide the opportunity for planning and exchanging of ideas. Faculty Advisory Committee members may meet and consult with their colleagues in preparation for FAC meetings with the principal. School site budgets and reports shall be provided to the committee upon request. (2011)

2.8.3.1 Other committees formed at a school site shall communicate and collaborate with the FAC. The Faculty Advisory Committee may select one of its members to participate on any school site committee. (2011)

2.8.4 The site administrator shall participate in regular monthly FAC meetings. FAC shall create the agenda for each meeting and provide it to the site administrator no less than 48 hours prior to a FAC meeting. The site administrator may contribute to the agenda by notifying the FAC Chair of their agenda item requests at least 24 hours prior to a FAC meeting, except that a shorter notice may be provided by either party when exigent circumstances exist. (2011, 2025)

2.8.5 This section through and including section 2.8.13 contains brief summary statements regarding matters for which the site administrator meets with/confers with FAC. These statements are listed here for convenient reference only and do not alter the underlying contract language referred to in each of these sections. (2024)

2.8.6 The site administrator shall meet with FAC to discuss involuntary transfers as outlined in Article 6.6.3.1. (2024)

2.8.7 The site administrator shall consult with FAC prior to scheduling meetings during the August Teacher Workdays and the August District Workday as outlined in Article 12.1.1 (a). (2024)

2.8.8 The site administrator shall consult with FAC to discuss the activities for the two (2) Staff Professional Development Days as outlined in Article 12.1.1.3.1. (2024)

2.8.9 The site administrator shall consult with FAC to create the schedule for the workday as well as the beginning of the unit member workday as outlined in Article 12.2.1. (2024)

2.8.10 The site administrator shall meet with FAC to revise the adjunct duty list when duties are not able to be met by staff members as outlined in Article 12.2.4.3. (2024)

2.8.11 The site administrator shall consult with FAC prior to extending Faculty meetings as outlined in Article 12.2.8 (b). (2024)

2.8.12 The site administrator shall meet with FAC to create the schedule for Early Release Tuesdays and Late Start Wednesdays as outlined in Article 12.2.9 and 12.2.10. (2024)

2.8.13 The site administrator shall consult with FAC when changes to the Early Release Tuesdays and Late Start Wednesdays must be changed as outlined in Article 12.2.9.3. (2024)

2.8.14 The site administrator shall consult with FAC prior to making changes to the length of the instructional day (student contact time) as outlined in Article 12.2.12. (2024)

2.9 Testing. No member shall be required to submit to testing for drugs, alcohol, or communicable disease in excess of that permitted by state/federal law. (1992)

2.10 A bargaining unit member should be notified by the supervisor that they may request to have a CEA representative present during a meeting with a supervisor when the unit member is directed to respond to any complaints or is called to address any conduct or performance that could result in the unit member's discipline. If no Union representative is available to accompany an employee to such a meeting, the District and member shall reschedule the meeting to a time that enables the member to have a Union representative present. Such meetings shall not be unreasonably delayed due to the unavailability of a particular representative. (2024)

2.11 The Union shall have 30 minutes to address all new hire bargaining unit members during the new-employee orientation, and at a time when no other meetings are being held for new employees. The Union shall also be invited to the lunch provided on the final day of the orientation. (2024, 2025)

2.12 The Union shall have the right to make brief announcements at the end of staff meetings. (2024)

2.13 Association President's Leave of Absence

The District will grant the Association President a paid leave of absence to serve as the Association President. The percentage of the paid leave of absence shall be between fifty percent (50%) to one hundred percent (100%) in increments of ten percent (10%) of the Association President's assignment. The Association will notify the District of the requested percentage paid leave of absence no later than April 1 of the school year prior to the school year in which the paid leave of absence will be effective. (2024)

2.13.1 Replacement Costs

The Association will reimburse the District for fifty percent (50.0%) of the full cost of the leave of absence based on the President's salary and benefits. (2024)

2.13.2 Full Pay, Benefits, and STRS Contribution/Service Credit

The Association President will receive their regular full pay and benefit coverage from the District. The District and the Association President shall make their respective required STRS contributions and the Association President shall receive full service credit during the leave of absence as required by Education Code section 44987. (2024)

2.13.3 Return to Position

If requested by the Association President, upon expiration of this leave, they will be returned to the position held prior to taking the Association President's release time. (2024)

Section 2.13 shall take effect beginning July 1, 2025 upon expiration of the current MOU on this subject. (2024)

ARTICLE 3
Professional Compensation

Appendix A: The overnight stipend is $250.00 for the 2024-2025 school year and will increase along with other rates and stipends beginning in the 2025-2026 school year according to negotiated salary increases. (2024)

3.1 Professional Compensation. (2024)

3.1.1 2024-2025: The 2024-2025 salary schedules (Appendices A and B shall be increased as follows:

3.1.1.1 Effective July 1, 2024, the above described salary schedules shall be increased by three percent (3%).

3.1.1.2 Effective January 1, 2025, the salary schedules described in section 3.1.1.1 above schedules shall be further increased by two percent (2%).

3.1.2 Effective July 1, 2025, the above described salary schedule, including stipends (except for Instructional Coach) and the adjunct duty rate which appear on this schedule, shall be increased by two percent (2%). (2025)

3.1.3 Salaries for the 2025-2026 and 2026-2027 school years shall be determined through reopener negotiations according to Article 22 (Duration) of this Agreement.

When 2024-2025 property tax revenues are issued by the County Assessor in May-June of 2025, the District will calculate the amount of tax receipts greater than the six percent (6%) increase projected for 2024-2025 in the 2023-2024 Second Interim Budget Report Multi-Year Projection. If the May-June 2025 amount calculated by the County Assessor exceeds the six percent (6%) projected increase described above, the 2024-2025 salary schedules (Appendices A and B) shall be further increased by one-half percent (.5%) for each one percent (1%) of such excess above six percent (6%) (prorated accordingly), retroactive to July 1, 2024. For example:

Excess increase above 6% = 1%. Additional salary increase = .5%
Excess increase above 6% = 2%. Additional salary increase = 1%
Excess increase above 6% = 2.5%. Additional salary increase = 1.25%
Excess increase above 6% = 3%. Additional salary increase = 1.5%
Excess increase above 6% = 4%. Additional salary increase = 2%

3.1.4 Basic compensation for members of the Unit with a BA/BS + valid teaching credential shall be the salary schedules including Step and Class as contained in Appendices A-1 and B. (2008, 2016)

3.1.5 Current members with less than a BA/BS plus forty-five (45) units shall have their salaries adjusted by the negotiated percentage. Upon completion of forty-five (45) units beyond the BA/BS, the members shall be advanced to the proper step on Class D, based upon years of experience. (2008, 2011)

3.1.6 Teacher Interns (members enrolled in formal university intern programs) and "Permit Teachers" (teachers serving under emergency permits while completing coursework to attain a teaching credential) shall receive the salary in “Class B” of the Teacher Salary Schedule. Interns serving in part time positions will receive the prorated portion of the salary. (2002, 2011)

3.1.7 Teacher Interns and "Permit Teachers" who qualify will receive the Master’s Degree stipend

(3.13). (2002, 2011)

3.2 Pay Day. All members shall receive their annual salary in equal installments over a period of eleven (11) months, August through June of each school year, barring any usual and customary adjustments, e.g., adjunct duty pay or leave of absence contingencies. If a regular pay day during the school term falls on a day when school is not in session, members shall receive their pay warrants on the last (teacher) work day of the pay period, except in June, when they will receive their pay warrants on the last business day of the month. For July, members of the Unit may have their pay warrants deposited in the bank electronically or mailed by submitting a stamped, self-addressed envelope to the Payroll Office no later than the last teacher workday of June. (1999, 2012) Unit members may exercise the option of deferring a portion of each of 11 months of salary in order to be paid during the month of July in each school year. Unit members must complete and submit a District form to the Payroll Office in order to participate in the 12-month "deferred pay" option. (2012)

3.3 Adjunct Duty
Pay for adjunct duty as defined in Article 12.2.4 shall be at the rate listed in Appendix A for the current school year.

3.3.1 Each member of the Unit who volunteers to accompany any classes on overnight trips approved by the Superintendent shall receive an additional salary stipend which shall be listed on the teachers' salary schedule. (1998, 2008)

3.3.2 Payment for extra duty shall be made upon completion of such duties after submission of an approved "daily time report" or pay authorization which has been signed by the building principal/supervisor. (1998)

3.4 Supplemental Pay – Pay Day
Supplemental pay shall be added to the member's salary and shall be paid in the paycheck each month.

3.5 Daily Rate. The daily rate is determined by dividing the annual salary by the total number of duty days of the member of the Unit. This daily rate is for:

a. deduction purposes when the member is absent in situations not covered by paid leaves.

b. to compute prorated contracts when a member starts after the beginning of a school year or terminates before the end of a school year.

3.6 Pay Rates. All certificated members in the bargaining unit shall be paid in accordance with the salary schedule contained in Appendix A, except School Psychologists and Speech and Language Pathologists who shall be paid in accordance with the salary schedule contained in Appendix B. Members of the Unit will receive their regular daily rate for extending their regular assignment and duties on work days served beyond the regular work year. (2008, 2016)

3.6.1 Effective in the 2008-2009 school year, the Speech and Language Pathologists shall be paid in accordance with the salary schedule contained in Appendix B. (2008, 2016). Effective in the 2023-2024 school year, Certificated School Nurses and Program Specialists shall be paid in accordance with the salary schedule contained in Appendix B. (2023)

3.7 Column. The columns in the salary schedule are based upon the amount of preparation, in semester units, each teacher has had. Steps within each column are based upon the experience the teacher has had pursuant to Articles 3.10 and 3.12 of this Article. (1988, 2008)

3.8 Initial Placement. Initial placement on the salary schedule will be made when verification of training and experience has been filed with Human Resources. At the Association's request, the District will provide the Association with a copy of the Orientation Check off Sheet. (1999)

3.9 Salary Schedule Placement.

3.9.1 Teachers new to the Cupertino Union School District may be placed in classifications equal to but not normally higher than that paid in E-11 based upon prior teaching experience, degrees and/or course work which would allow such placement. All prior teaching experience must have been performed under a valid credential and in K-12 public schools, including Department of Defense schools. (1999, 2008)

3.9.1.1 New unit members hired for the 2016-2017 year and in subsequent years may be placed on the salary schedule up to step E-15 in accordance with other requirements set forth in this Article 3. This agreement is made as part of the 2015-2016 negotiations pursuant to Education Code section 45028, subdivision (b). (2016)

3.9.2 Effective July 1, 2007, unit members who possess a teaching credential (earned in or out-of-state) and a bachelor's degree shall be placed, at the time of hiring, in the "Class C" column of the Teacher Salary Schedule when the unit member has fewer than forty-five (45) semester units of study beyond a bachelor's degree. Placement on a "Class C" step shall be commensurate with years of service under a valid teaching credential. (2008)

The Teacher Salary Schedule (Appendix A) shall be modified to provide that Class C is defined as "Bachelor's Degree + Regular Credential." A "Regular Credential" is defined as certification to teach commensurate with a "California Preliminary Teaching Credential," (not a permit or waiver). (2008)

Unit members placed in Class C, on Step 1, as of the 2006-2007 school year who would normally remain in Class C on Step 1 in 2007-2008, due to a lack of thirty (30) semester units beyond a bachelor's degree, shall progress to the step of Class C which corresponds to their actual years of credentialed teacher service completed as of July 1, 2007. (2008)

3.9.3 Credit for prior nonpublic school teaching experience (K-12). Credit for prior nonpublic school teaching experience (K-12) may be granted by the Superintendent for a designated teaching position which the District has identified as a difficult to fill position(s). The prospective member shall have held a valid teaching credential, and the nonpublic school shall have been certified by the California State Department of Education or its equivalent in other states. Such persons may be placed in classifications equal to but not normally higher than that paid in E-11. (1994, 2008)

3.9.4 Nonpublic school experience shall be recognized for the schedule placement for members hired beginning with the 1993-94 school year. (1994)

3.9.5 Nurse Placements. Nurses new to the District shall be placed in classifications based upon prior clinical nursing experience and upon contact hours accumulated to keep their licenses current. Each fifteen (15) contact hours shall be equal to one (1) semester unit of District credit. Such prior nursing experience will be recognized and adjusted for current members. In the absence of documentation for completed contact hours, credit will be given in the amount of fifteen (15) hours per year of valid licensing verified by the Board of Registered Nursing. This is not in addition to documentation of completed contact hours provided for the same period of time. (2002, 2004)

3.9.6 Credit for advancement into each of the career increments E-11 through E-27 shall be as defined in Section 3.12. (2008)

3.10 Credit for Experience. A unit member who has served more than fifty (50%) percent of the preceding school year shall have that year count as a year of experience for salary purposes. Persons who are employed in part-time positions for fifty percent (50%) of the school year or less shall accumulate one year of salary credit for every consecutive two years they work at least forty percent (40%) of the school year. Persons employed for less than forty percent (40%) of the school year shall accumulate salary credit proportionate to this percentage of employment and will be credited for a year of experience when consecutive years of accumulated service reaches one hundred percent (100%). (1988, 2011)

3.11 Professional Growth

3.11.1 Horizontal movement on the salary schedule (Columns C, D, E) shall be determined on the basis of college level course work, District-sponsored courses, and approved committee work.

3.11.2 Subsequent to initial placement, vertical movement on the salary schedule shall be based on years of service; one (1) vertical increment shall be granted for each year of service. For Steps 1 through 9 of Class C, Steps 3-10 of Class D, and Steps 4-27 of class E, no course work is required.

3.11.3 Teachers who have been "frozen" at the last step of a column or at a career increment step because of failure to complete or submit course work shall be advanced to their appropriate placement (step and column) upon submission of such units. (1988)

3.11.4 Credit for additional units for salary advancement must be submitted to the Human Resources Department according to the following schedule: (2002, 2004)

3.11.4.1 Fall salary moves: Official transcripts/grade cards verifying additional units for course work must be submitted to the Human Resources Department no later than October 15 in order that credit to be given for additional units for that school year. (2004)

3.11.4.2 Mid-year salary moves: Official transcripts/grade cards verifying additional units for course work completed by December 31 must be submitted to the Human Resources Department no later than January 31 in order that credit to be given for additional units for a mid-year salary move. The mid-year salary change for these units will be effective as of February 1, or the first workday thereafter. (2004)

3.11.4.3 District Staff Development hours being used for salary advancement as described in 3.11.11.a may be used for a mid-year salary advancement if the courses for that credit have been completed by December 31. Only credit hours for completed classes may be applied for a mid-year salary move. Partial credit for classes in progress will not be counted. (2004)

3.11.5 Upon request, the District shall advise each unit member of her/his present placement on the salary schedule, number of units on file, number of units needed for advancement to the next step or class, and the year the advancement would be effective. (1994, 2002)

3.11.6 Courses for salary advancement must be goal directed. Goal direction is defined as a tenet of good classroom instruction, additional credentials or degrees applicable to the field of education, courses meeting the requirements of the staff development component of the school plan, and courses which are related to the curriculum of the Cupertino Union School District.

3.11.7 Courses other than those classified as upper division and/or graduate level will not be accepted unless specifically approved by the Human Resources Department or District staff.

3.11.8 The Human Resources Department shall approve courses submitted by members prior to enrollment, that have been mutually agreed to by the principal/supervisor, applying the following criteria: (1986)

a. Goal directed as defined in Section 3.11.6. (2008)

b. Upper division or graduate level. Lower division courses may be specifically approved.

c. Members also may receive District credit for attendance at conferences and workshops if the purpose is to upgrade ongoing skills. The number of units granted shall, except under extraordinary circumstances, be one (1) unit for each fifteen (15) hours of instruction. (1994)

3.11.9 Semester or quarter units shall be as determined by the accredited college or university issuing the credit. However, if for any reason a unit member has not obtained pre-approval as required by Section 3.11.7 and 3.11.8, units issued by colleges and universities may be subject to evaluation by the Human Resources Department. (1997)

3.11.10 Effective with the 2002-2003 school year, members may receive District credit for courses for which the member has paid tuition or for which District funds have been paid. (2002)

Members shall be solely responsible for paying any additional fees related to coursework, such as costs of transcripts. (1998)

3.11.11 Members have the following options regarding credit for participation in District Staff Development.

a. For every fifteen (15) hours of successful participation in staff development courses, members may receive one (1) semester unit of District credit. Members need not take all fifteen (15) hours in one (1) subject area but may accumulate them in several courses. (1997)

b. In place of District credit, members may receive credit from San Jose State University by paying the required administrative fees and completing the Extension Registration form. Conversion takes place once yearly at the end of the school year. Grade cards with CEU's arrive sometime in the summer or early fall and must be turned in to the Human Resources Department to receive credit. (1997)

c. Staff development credits may be earned in two (2) hour time blocks and are accumulated within a two (2) year period. Members may contact the Human Resources Department at any time to check their number of hours. Hours automatically expire if not used within the two (2) year period. In order to use the hours, participants must complete an Option Credit Application form which is available in the Human Resources Department. (1997, 2015)

3.12 Career Increments. The Teacher Salary Schedule shall contain four (4) career increments in Column E at Steps 15, 19, 23, and 27.

3.13 Advanced Degrees Stipends.

3.13.1 Master's Degrees on Appendix A: All members of the Unit who have a Master's Degree and are paid on Appendix A salary schedule shall have the master's stipend bonus, as listed on Appendix A, added to their annual salary. (2016)

3.13.2 Master's Degrees on Appendix B: Unit members paid on Appendix B salary schedule who do not have a Master's Degree shall have the master's stipend bonus listed on Appendix A deducted from their annual salary. Unit members paid on Appendix B salary schedule who have two (2) Master's Degrees shall have one (1) master's stipend listed on Appendix A added to their annual salary. (1992, 2016)

3.13.3 Doctorate Degrees: All unit members paid on either Appendix A or B salary schedules shall have the doctoral stipend listed on those appendices added to their annual salary. (2016)

3.13.4 Maximum Number of Advanced Degree Stipends: Unit members may earn a maximum of two (2) stipends, i.e., two (2) master's or one (1) master's and one (1) doctorate stipend. (2016)

3.13.5 An annual stipend for a BCLAD stipend of $1,781, payable in monthly installments, shall be added to Appendix A beginning July 1, 2022. Unit members who are actively teaching Mandarin in the Chinese Language Immersion Program (CLIP), and have a current BCLAD, shall receive this BCLAD stipend. (2022)

3.14 National Board for Professional Teaching Standards Certification. All members of the Unit who are National Board Certified shall receive a stipend equal to the Master's Degree stipend added to their annual salary. Official verifications of the certification must be provided to Human Resources by November 30 in order that credit may be given for that school year. (2002, 2004)

When the verification of the National Board Certification is provided to Human Resources after the November 30 deadline, the stipend for that school year will be prorated from the time the certification was received in Human Resources. (2004)

The District shall reimburse $1,000 of the initial application fee for National Board Certification upon submission of the member's portfolio and verification of assessment center participation. Subsequent renewal application fees are the sole responsibility of the applicant. (2002, 2011)

3.15 Percentage Contract

3.15.1 Any member of the Unit may request to work a percentage of the school year or to share one (1) full-time equivalent position with another part-time member of the Unit for a corresponding percentage of salary and fringe benefits.

3.15.2 There shall be no limit to the number of years a member of the Unit may work under this program.

3.15.3 Any member of the Unit who voluntarily reduced his/her employment as the result of this program shall be entitled, at the end of the school year, to return to the first full-time available vacancy (following the placement of all members of the Unit from declining enrollment and returning from leave) for which that member of the Unit is qualified.

3.15.4 Part-time contract bargaining unit members will be given consideration for reinstatement for full-time status if financial hardship is demonstrated as related to the following factors:

a. death of spouse or domestic partner; (2008)

b. disability resulting in loss of spouse's or domestic partner's income; or (2008)

c. other catastrophic event that severely impacts the financial status of the member or the member's spouse or domestic partner. (2008)

3.15.5 If reinstated to full-time status, such change will normally take place at the beginning of a semester.

3.15.6 Notification of an intent to change status shall be made, except under extenuating circumstances, no later than April l of any school year.

3.15.7 Applicants shall be notified of their status no later than June l, and shall be informed of their assignments as soon as the assignment is confirmed.

3.15.8 Approval by the District of a percentage contract shall be subject to effect on the educational program, the ability to place the member and/or identify an acceptable partner; such approval shall not be unreasonably withheld. (1996)

3.16 Transportation – Mileage

3.16.1 Teachers who may be requested to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel between arrival at the first location at the beginning of their work day, and arrival at the last location at the end of the work day.

3.16.2 During the term of this Agreement, the reimbursement rate shall be maintained at the maximum IRS allowance.

3.17 Personal Car. Teachers who use their personal cars for approved District business shall receive the benefits provided in Section 3.16 above. (1999)

3.18 Athletic Directors and Coaches (2016, 2019, 2022)

3.18.1 One (1) Athletic Director allocation per middle school site will be compensated at $7,200 per school year (prorated to start date) or $1,440 per season. The Athletic Director position may be split between two (2) or more unit members. (Effective July 1, 2022.)

3.18.2 Athletic team coaches shall be paid a sum of $1,330 per season.

3.18.3 The head coaches for Cross Country, Wrestling and Track & Field will receive an additional stipend of $600 per season. The head coach position may be shared between two (2) unit members.

3.18.4 Wrestling requires a minimum of two (2) coaches. When student participation reaches sixty (60), a third (3rd) coach stipend will be allotted.

3.18.5 Track & Field requires a minimum of six (6) coaches. When student participation reaches 180, a seventh (7th) stipend will be allotted.

3.18.6 Cross Country requires a minimum of two (2) coaches. When student participation reaches 120, a third (3rd) coach stipend will be allotted.

3.18.7 Pursuant to, and so long as permitted by CalSTRS regulations, the stipends set forth under this Section 3.18 will be reported as compensation to the Defined Benefit Supplemental Account.

3.19 Middle School "Club" Athletic Coaches (Tennis and Golf) (2016, 2019, 2022)

3.19.1 Middle School Club coaches shall be paid a stipend of $1,330 per season. (Effective July 1, 2022.)

3.19.2 There will be one (1) coach for tennis, up to thirty (30) students.

3.19.3 For school sites with a professional independent contractor and certificated coach, there shall be no more than sixty (60) students. If a program exceeds sixty (60) students, another $925 stipend will be offered for an additional coach.

3.19.4 There will be one (1) coach for golf, up to twenty (20) students.

3.19.5 For school sites with a professional independent contractor and certificated coach, there shall be no more than forty (40) students. If a program exceeds forty (40) students, another $925 stipend will be offered for an additional coach.

3.19.6 Pursuant to and so long as permitted by CalSTRS regulations, the stipends set forth under this Section 3.19 will be reported as compensation to the Defined Benefit Supplemental Account.

3.20 Mobile Phone Stipend for School Nurses. Certificated Nurses will receive a monthly stipend of fifty dollars ($50) for using personal mobile phones during their regularly scheduled work year and, if employed during the District summer school program, for the duration of said program. School Nurses shall provide the Director of Pupil Services or designee with the mobile phone numbers. (2016)

3.21 Induction Support Provider: Participating Site Support Provider will be eligible for the following stipends: (2025)

3.21.1 $720 stipend for supporting up to two (2) new teachers; $1440 stipend for supporting three (3) to five (5) new teachers. For each additional teacher supported beyond five (5), an additional $288 stipend will be paid. (2025)

3.21.2 Stipend to be paid in two (2) installments, at the end of the first semester and end of second semester. (2025)

3.22 Induction Site Mentor: Participating Site Mentors will be eligible for the following stipends: (2025)

3.22.1 $2000 per Candidate supported. Stipend to be paid twice per year in equal amounts in December and June depending on the number of teachers supported. (2025)

3.23 Induction Lab Host: Participating Induction Learning Lab Hosts will be eligible for the following stipends: (2025)

3.23.1 $250 per observation. (2025)

3.23.2 Stipend to be paid twice per year in equal amounts in December and June depending on the number of classroom observations that have taken place. (2025)

3.24 Early Notice of Retirement Incentive: Unit members who submit an early notice of retirement shall receive a bonus as follows: (2016)

3.24.1 Notices received by Human Resources by close of business (5:00 pm) on or before October 1 shall receive $1,000. (2016)

3.24.2 Notices received by Human Resources by close of business (5:00 pm) after October 1 but on or before January 10 shall receive $250. (2016)

3.24.3 To be eligible for either of the foregoing bonuses, the effective date of retirement shall be the end of the school year in which the notice is submitted, and the notice shall be signed by the unit member on the District prescribed form. The signed notice may be transmitted to the District as an attachment to an email. (2016)

3.25 Multi-grade Class Assignments Grades (TK-5)

3.25.1 Unit members assigned to teach a general education multi-grade class or a special day class in grades TK through 5 shall receive a stipend of $150 per month for any month in which they were in such assignment. (2018)

3.25.2 The foregoing stipends shall be paid twice each year, with the December and June pay warrants. (2018)

3.26 Each year, the adjunct duty rate shall be increased by the negotiated salary increase. (2023)

ARTICLE 4
Health and Welfare Benefits

4.1 Health Insurance. The District shall provide unit members and their dependents with medical, dental, vision, paid prescription, life insurance, psychological services, and other coverage as determined by the parties. (1994, 2019)

4.1.1 Employees shall no longer be able to enroll in the UHC PPO plan unless having been enrolled in the fully insured Anthem Blue Cross PPO plan prior to January 1, 2024, unless an employee experiences a qualifying event prior to December 31, 2024. (2019, 2024)

4.1.2 Employees will be entitled to participate in the health and welfare programs on a pro-rata basis consistent with the percentage of academic year they worked. The District will pay the percentage of the full premium consistent with the definition of a full time equivalent (FTE) as defined in section 4.7.2.1 below. (2019, 2024)

4.2 Required Health Procedures. The Board shall provide prepaid services for all required physical examinations, communicable disease tests, and/or other health procedures. (1988)

4.3 Registered Domestic Partners. The District shall provide all benefits, rights and privileges to registered domestic partners that are provided to spouses as defined by law. (2008)

4.4 Change of Carriers. In the event the Board or the Association proposes to change insurance carriers, the proposed carrier(s) and their specifications for coverage shall be submitted to an independent insurance consultant for evaluation as to comparability of benefits and service to that of the present carriers. Upon completion of the evaluation the independent consultant shall provide a copy of the report to the parties to this Agreement. The Board shall not make the final selection of any carrier of insurance until after consulting with the Association to determine the specifications of coverage. The utilization of this process shall result in no less than maintenance of equivalent benefits.

4.5 Participation While on Leave. A member of the Unit on an unpaid leave of absence may participate, at the member's option and at his/her expense, in any of the health and welfare benefits available to members of the Unit during the duration of that member's leave.

4.6 Participation of Surviving Spouse/Domestic Partner/Dependents. In the event of the death of a member of the Unit, the member's surviving spouse or domestic partner and/or dependents shall remain eligible to participate in any and all health and welfare benefits programs that would have been available to the member, at the expense of the spouse or domestic partner and/or dependents. Such coverage shall be at the active member rates. (2008, 2011)

4.7 Premium Costs. If any other unit receives a greater health and welfare benefit, this agreement shall automatically be amended to reflect such settlement. This provision shall remain in effect so long as all employee groups participate in a single health and welfare pool. (2019)

4.7.1 District Premium Contributions

4.7.1.1 Employee Only. – 100% District Contribution: The District shall contribute one hundred percent (100%) of the full cost of health and welfare insurance premiums for each plan for the employee only. (2024)

4.7.1.2 Dependent(s) Coverage – 75% District Contribution: The District shall contribute seventy-five percent (75%) of the full cost of health insurance premiums for the tiers of each plan for dependents. The employee shall contribute the remaining twenty-five percent (25%) for dependent coverage. Employee contributions shall be paid by automatic payroll deduction. Employee payroll deductions shall be adjusted as necessary to reflect a true twenty-five percent (25%) contribution which may be modified by any changes in premium rates as relevant to each plan and tier. (2024)

4.7.2 Full Time Equivalent for Health and Welfare Benefits

4.7.2.1 For purposes of calculating the District's contribution to health and welfare benefits premiums only, a full time equivalent (FTE) shall be equal to .75 of the regular 1.0 FTE. For certificated employees, this would be .75 FTE in a regular assignment since a regular full time assignment is and remains 1.0 FTE. In such case, as provided in section 4.7.1.1 above, the District will contribute one hundred percent (100%) of the full cost of health insurance premiums for each plan for the employee only and seventy-five percent (75%) of the full cost of health insurance premiums for the tiers of each plan for dependents. The employee shall contribute the remaining twenty-five percent (25%) for dependent coverage. (2024)

4.7.2.2 The longstanding practice of prorating District contributions to health and welfare premiums based on less than a full time equivalent (now .75 FTE for this purpose only) shall remain in effect unchanged. (2024)

4.7.2.3 This definition of FTE applies only for purposes of calculating the District's premium contributions for health benefits as described in this Article and does not modify, alter, or amend in any way the definitions (whether contained in collective bargaining agreements or not) or application of a regular full time equivalent for any other purpose. (2024)

4.7.3 The parties agree to meet in the same process of coordinated negotiations that lead to this agreement anytime during the term of this agreement up to June 30, 2026, upon the written request of the District or the coalition of unions to revisit health plans and, if agreed upon by the parties, solicit bids for alternative competitive health plans. (2024)

4.7.4 The parties agree to meet in the same process of coordinated negotiations that lead to this agreement in no event later than June 30, 2026, to revisit health plans, address share of premium costs, and, if agreed upon by the parties, solicit bids for alternative competitive health plans. (2024)

4.7.5 The District will continue to implement an IRS Section 125 program to enable affected members to contribute the premium out-of-pocket amounts required by this article through pre-tax dollars. (1998, 2008)

4.7.6 Coverage shall have been earned for a full calendar year (September 1 through August 31) for any member who has been credited with a full year of paid service. Notwithstanding Section 3.10, a unit member shall have earned coverage for a full calendar year (September 1 through August 31 of any calendar year) if that member has served seventy-five percent (75%) of the number of days required service for the year in question. (1994)

4.8 Participation by Retirees

4.8.1 A retired former member of the Unit may participate, at his/ her option and at his/her expense, in those health and welfare benefits, including rights of conversion, now available to retirees. Such premiums may be paid in advance.

4.8.2 Upon the death of a retiree, the surviving spouse or domestic partner and/or dependents covered at the time of the retiree's death shall be eligible to continue participation as stated in 4.8.1. Such participation shall be at the expense of the surviving spouse or domestic partner or eligible dependents. (2008)

4.9 Review Committee. The Employer/Member Health and Welfare Review Committee shall consist of representatives of CEA, SEIU, CSEA, and management/supervisory/confidential members. (2019)

4.9.1 The purpose of the committee shall continue to be to review the financial status of all health and welfare plans, review utilization reports, review networks and medical groups, and explore wellness program options. The committee shall meet on a quarterly basis, and dates to be agreed upon at the beginning of the school year, unless mutually agreed to otherwise. (2019, 2024)

4.9.2 Each bargaining group (CEA, SEIU, CSEA, management/supervisory/confidential and the District) shall have three (3) members. Each member shall have one (1) vote. (2019)

4.9.3 The committee also shall examine possible cost savings and cost shift ideas and proposals, and determine their effects upon members of the bargaining units and the District. Recommendations of the committee shall be sent to the negotiation committees of each bargaining group. No cost savings/shifts would be recommended without a majority vote of the committee. (2019)

4.9.4 It is the intent of the committee to provide the best medical or dental coverage possible.

4.10 Written Notice of Coverage. All members shall be provided written notice prior to the open enrollment period summarizing the current health and welfare coverage, member related costs, and co-pays/deductibles.

ARTICLE 5
Leaves

All absences regardless of reason must be reported by the employee according to District Board Policy and Administrative Regulation 4161/4261/4361. It is the personal responsibility of each employee to ensure that each absence is accurately reported. (2011)

5.1 Sick Leave and Daily Absences

5.1.1 Each member of the Unit shall be entitled to ten (10) days leave of absence for illness or injury during the school year and such days shall be cumulative and carried forward to the succeeding year. Part-time members shall earn sick leave credit on a pro-rated basis consistent with their percentage assignment.

5.1.2 When a member of the Unit is absent from his/her duties due to illness or injury, the member shall use all of his/her accumulated sick leave before the provision of extended sick leave shall apply. At the termination of the accumulated sick leave period, the members shall be eligible for up to five (5) additional months sick leave during which the amount deducted from the salary due the member for any school month in which the absence occurs, shall not exceed the established long term daily rate paid substitutes employed to fill the position during the absence. A unit member may only have one (1) five-month period of differential pay per illness or accident (AB 1019). Extended sick leave will be granted only upon receipt by the Human Resources Department of a doctor's statement indicating clearly the illness or injury giving rise to the leave and the expected duration of the leave. (2002)

5.1.2.1 A member shall not be provided more than one (1) five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the member may take the balance of the five-month period in a subsequent school year. (1999)

5.1.2.2 When a member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness of accident for a period beyond the five-month period provided pursuant to Section 5.1.2, and the member is not medically able to resume the duties of his or her position, the member shall, if not placed in another position, be placed on a reemployment list for a period of twenty-four (24) months if the member is on probationary status, or for a period of thirty-nine (39) months if the member is on permanent status. When the member is medically able, during the 24- or 39-month period, the certificated member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period provided pursuant to Section 5.1.2. (1999)

5.1.3 Compensation will not be paid to any member of the Unit absent for any reason other than those covered in this article for which compensation is provided.

5.1.4 Prior to returning to work after any absence of six (6) or more consecutive days due to an illness or accident, a member shall be required to submit a doctor’s verification that the member is physically able to render full and complete service to the District. Such verification, when required, shall be submitted to the Human Resources Department. Such verification may be from a doctor or a recognized practitioner of those who follow a well-recognized faith which depends upon prayer for healing. (1992)

5.2 Personal Necessity Leave

In any single school year, a maximum of seven (7) days of the ten (10) earned sick leave may be used for personal necessity. Personal Necessity Leave shall be limited to circumstances which the member cannot reasonably be expected to disregard, including the wellness of the member. Absences pursuant to this leave provision normally necessitate the member's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time. Personal Necessity Leave is non-cumulative. (1997, 2017)

Each member shall be allowed to use Personal Necessity Leave (to the limit allowed in Section 5.2) to conduct business of a personal nature with no questions asked. This leave may be taken in increments of no less than ½ day. (1997, 2017)

All absences for personal necessity must be entered into the automated absence system by the member.

5.2.1 Business of a Personal Nature as used in this section 5.2, business of a personal nature is defined as follows:

- 5.2.1.1 emergency situations related to illness in the immediate family;
- 5.2.1.2 accidents involving persons/property of the immediate family;
- 5.2.1.3 medical and dental appointments for children, parents, domestic partners, and spouse; (2008)
- 5.2.1.4 supervising emergency repairs to damaged personal property;
- 5.2.1.5 family graduation, commitment (domestic partnership) or marriage ceremony (family members described in 5.14.1); (2008)
- 5.2.1.6 appearance in court as a litigant;
- 5.2.1.7 bereavement beyond the number of days allowed under bereavement leave;
- 5.2.1.8 paternity;
- 5.2.1.9 adoption;
- 5.2.1.10 special childcare and family care needs;
- 5.2.1.11 bereavement leave for family members or other individuals not specified in 5.5.2. (2004)
- 5.2.1.12 when a unit member's home, route to their home, school site, children's school, or childcare has been disrupted by earthquake, fire, flood, mudslides, or other natural catastrophe. For this section only, three (3) earned sick leave days in addition to the seven (7) days provided above may be used for personal necessity in a single school year. (2023)

5.2.2 For an employee who is a victim of domestic violence, sexual assault, or stalking, personal necessity leave may be used to take time off work for any of the following reasons: (2017)

- 5.2.2.1 To obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her child. (2017)

- 5.2.2.2 To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking. (2017)

- 5.2.2.3 To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking. (2017)

- 5.2.2.4 To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking. (2017)

5.2.2.5 To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. (2017)

5.2.2.6 For purposes of this section, the terms "domestic violence," "sexual assault," and "stalking" are as defined in California Labor Code sections 230 and 230.1.

5.2.3 Personal Necessity Leave – Advance Entry of Leave in Absence System: All absences for personal necessity must be entered into the automated absence system by the member at least five (5) working days prior to the commencement of the leave, if this leave is requested before or after any school holiday, vacation period, or on an in-service day, or if the leave is for more than four (4) consecutive days. (2004, 2017, 2023)

5.2.4 Non-use of Personal Necessity Days. Such leave shall not be used for personal or family vacations. (2017)

5.2.5 In an emergency, the member shall be responsible for contacting the supervisor at his/her earliest convenience, preferably during the first day of leave, and also shall indicate the number of days which may be required. (1997, 2008, 2017)

5.2.6 By applying to use personal necessity leave, the unit member is attesting that such use is for the reasons set for in this Article. If the District reasonably suspects misuse of this leave, the District shall have the option of proceeding to investigate such misuse and disciplining and/or docking the pay of a unit member under the discipline procedure in Article 25 of this Agreement. (2023)

5.3 Military Leave

The tenure status of a member of the Unit shall not be affected by virtue of his or her induction or call to active duty in any branch of the armed forces of the United States of America or the State of California.

During emergency military service periods, the time for which is ordered by the President of the United States or the Governor of California, the member of the Unit shall be granted leave as necessary. (1994)

5.4 Maternity/Parental Leave

5.4.1 Notification. Members of the Unit who take leave in accordance with this section shall, under normal circumstances, give the District at least sixty (60) calendar days notice in order that appropriate provision may be made to cover the member's assignment.

5.4.2 Maternity Leave

5.4.2.1 A member of the Unit may use sick leave if physically disabled and unable to render service to the District as a direct result of the pregnancy.

5.4.2.2 The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.

5.4.2.3 At any time a member is absent as a result of physical disability arising out of her pregnancy, the District may request a doctor's verification of her inability to render service to the District.

5.4.2.4 In order to use sick leave for pregnancy disability, the member must have been actually rendering paid service to the District and not on any unpaid leave immediately preceding the disability.

5.4.2.5 A member temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty at any time she is physically able to render full and complete service to the District.

5.4.2.6 Upon returning to duty as a result of her temporary disability, the member must file a doctor's verification that she is physically able to render full and complete service to the District.

5.4.2.7 Members on maternity leave for less than a full school year shall be returned to the same school and position. Members on maternity leave for a full school year shall be placed on the Priority Transfer list for placement for the subsequent school year. (2024)

5.4.3 Extended Maternity Leave

5.4.3.1 A member may request a leave of up to one (1) school year at any time during her pregnancy. The leave request shall be accompanied by a letter from her physician indicating expected date of birth.

5.4.3.2 The member on leave for maternity shall normally return to duty after convalescence from childbirth. The convalescence period shall be determined by the member's physician. (2013)

5.4.3.3 A member eligible for leave under this section also may be entitled to benefits pursuant to the State and Federal Family Leave Acts (see Section 5.14.4). (1994)

5.4.4 Parental Leave

5.4.4.1 A member of the Unit (male or female) who wishes to take a personal leave to raise a child immediately following childbirth or upon adoption of a child of preschool age may be granted such a leave without pay, for up to one (1) year. Such leave shall not be in addition to those provided in Section 5.4.3.1 and/or Section 5.4.3.2.

5.4.4.2 Members of the Unit may use personal necessity in accordance with sections 5.2.2.1 and 5.2.3 if required by the spouse's or domestic partner's pregnancy or delivery. (2008)

5.5 Bereavement Leave

5.5.1 Members of the Unit shall be entitled leave of absence for travel up to five (5) days for the death of any member of his/her immediate family. No deduction shall be made from the sick leave or salary of such member on account of such leave of absence. The bereavement leave shall be completed within one year of the date of death of the family member. The District may ask for some form of written documentation from the unit member to validate this time period (e.g. obituary, death certificate). Such days need not be taken in consecutive order. (2004, 2023)

5.5.2 "Members of the immediate family" means the spouse, domestic partner, mother, father, grandmother, grandfather, grandchildren, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, step parents or step children of the member or his/her spouse/domestic partner. A person standing or who has stood in loco parentis shall be considered as a member of the immediate family. (1994, 2008, 2023)

(Section 10.5.3 provides that if a grievance arises from action/inaction of administration above principal/immediate supervisor, the grievance is to be submitted at a Level II.)

5.5.3 Bereavement leave for family members or other individuals not specified in Section 5.5.2 may be taken by using available personal necessity leave (see section 5.2.1.11). If a unit member has exhausted his/her personal necessity leave, he/she may request to use accumulated sick leave (see section 5.1.1) for this purpose. Such requests shall be reviewed by, and granted or denied by, the Assistant Superintendent of Human Resources Department on a case-by-case basis. This decision shall be subject to the Grievance Procedure by filing at Level II (10.3) within ten (10) days of the Assistant Superintendent's decision. This grievance will be heard by the Superintendent (and not his/her designee). The Level II decision shall be final (no appeal to Level III). (Article 10.) (2004)

5.6 Other Leaves

5.6.1 Initial Request - The Board of Education may grant unpaid leaves of absence not to exceed one (1) school year (two [2] years under Section 5.6.2) to members of the Unit to allow acceptance of fellowships or scholarships, suitable activities that will lead to professional improvement, personal reasons, or for reasons of health. In all such instances, the member shall be expected to file written application by March 1 of the school year preceding the proposed leave of absence, or at least sixty (60) days prior to the effective date of such absence if the leave commences during the school year, except under extenuating circumstances. (1992, 1999, 2003, 2011)

5.6.2 A leave of absence of up to two (2) years without pay shall be granted to any member of the Unit upon application for the purposes of participation in:

5.6.2.1 Exchange teaching programs in other states, territories, or countries.
5.6.2.2 Foreign or military teaching programs.
5.6.2.3 Peace Corps (1992)

5.6.3 The member shall advance the number of steps on the salary schedule equivalent to the time on leave for leaves in accordance with 5.6.2

5.6.4 Extension of Leave. Members currently on leave of absence without pay may apply for two (2) additional one-year extensions (one [1] one-year extension under Section 5.6.2). Those who wish to extend such leave shall notify the District of the request for extension in writing no later than March 1 of the current school year except under extenuating circumstances. Approval of such extension will be at the discretion of the Board of Education. Effective July 1, 2014, total time of leave shall not exceed three (3) consecutive years. (1992, 1999, 2003, 2004, 2011, 2013)

5.6.5 Returning from Leave. Those members currently on leave of absence who intend to return shall notify the District in writing no later than March 1 of the current school year. If such notices are not forthcoming, the unit member shall be deemed to have resigned from District employment. The District will attempt to notify said members by certified mail and they will be given thirty (30) days to respond. (2002, 2011)

5.6.6 Unit members granted leave without pay for the next school year who request a return to work for a succeeding school year by March 1 (Section 5.6.5) shall be placed in the Priority Transfer pool. (Section 6.4.6) (2008, 2011)

5.6.7 Members on leave pursuant to the above provisions shall be notified no later than January 15, regarding their March 1 obligation to the District. (2002, 2011)

5.7 Political Leave

5.7.1 The Board of Education shall grant an unpaid leave of absence to a member of the Unit who is a candidate for public office, not to exceed fifty (50) school days prior to the election.

5.7.2 If the member is elected and needs a leave to attend to the duties of office, he/she must request a general leave which shall be granted for a period not to exceed four (4) years, without pay.

5.7.3 An unpaid leave of absence of not less than one (1) semester shall be granted to a member of the Unit upon application, for the purpose of campaigning for or serving in the state legislature to the extent necessary for such activities. Upon return from service in the legislature, the teacher shall be placed at the same position on the salary schedule as the teacher would have been, had the teacher taught in the system during such period.

5.7.4 Political leave may be granted only to members who have attained permanent status.

5.8 Advanced Study

5.8.1 A leave of absence for the purpose of approved advanced study of up to two (2) years shall be granted, upon application to any member of the Unit who does not qualify or elect to take a sabbatical leave, provided the teacher states an intention to return to the school system.

5.8.2 Under this section, leaves which are at the option of the member will be granted only to permanent members.

5.8.3 Proof of acceptance and registration for a program of advanced study shall be submitted to the Human Resources Department prior to the leave being approved and for each semester during the duration of the leave. The program of advanced study shall be related to K-8 education and involve at least nine (9) semester units or equivalent for study per semester. Failure to maintain this requirement may void the leave. Proof of completion of advanced study shall be submitted to the Human Resources Department upon return from leave.

5.9 Leave for Judicial and Official Appearances

5.9.1 Members of the Unit shall be entitled to leave without loss of pay to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

5.9.2 Any compensation received for appearance as a witness or for serving as a juror under this section shall be endorsed over to the District so that the member's compensation for any days of absence for the above purposes shall not be in excess of, or less than, his/her regular pay.

5.9.3 Persons requesting leave under this section shall submit to the Human Resources Department a copy of the subpoena or summons requiring their appearance and subsequent proof of appearance. (2013)

5.9.4 In addition to leave for appearance at a legal proceeding (pursuant to Section 5.9.1) when travel is required, members of the unit shall be entitled to travel days as follows: 0-99 miles (one way), no leave; 100-399 miles (one way), one (1) day of leave each way; 400 miles or more (one way), two (2) days of leave each way. (2013)

5.10 Sabbatical Leaves

5.10.1 Board approval of sabbatical leave requests shall be subject to the following: (1994)

5.10.1.1 All applications for sabbatical leave shall be submitted to the Human Resources Department and shall include a detailed outline of the purpose and plan for use of such leaves.

5.10.1.2 A member is eligible to apply for sabbatical leave who has served the District for seven (7) consecutive years. Authorized leaves shall not constitute a disruption of consecutive years of service accruing toward the sabbatical leave requirements.

5.10.1.3 All applications for sabbatical leave must be submitted to the Human Resources Department no later than March 1 of the year preceding the school year in which leave is requested.

5.10.1.4 At least one percent (1%) of the members of the Unit shall be granted sabbatical leave in any one school year if approved in accordance with this section. Where more teachers apply than the quota allows, preference shall be given according to seniority of service. The following criteria shall be considered in deciding whether to approve leave requests.

a. Individual's seniority in the District.

b. Total length of individual's professional service.

c. Specific purpose of the sabbatical. Sabbaticals are to be designed to contribute directly to the educational program of the District and applicants must demonstrate how the sabbatical project will enhance the effectiveness of the applicant and other District members in improving services to the students of the District. (1994)

d. Former sabbatical leaves granted to the individual.

e. Quality of applicant's service to the District.

5.10.1.5 Evaluation of application shall be made by a committee consisting of three (3) teachers appointed by the Association and three (3) persons appointed by the Superintendent or his/her designee.

5.10.1.6 Sabbatical leaves will be granted for periods of one (1) semester or one (1) school year. While on sabbatical leave, members of the Unit shall receive fifty percent (50%) salary and fifty percent (50%) fringe benefit coverage.

5.10.1.7 Upon application for sabbatical leave, the member will sign an agreement to return to service in the District for not less than two (2) years upon completion of leave, or restore to the District all compensation received while on leave. Sabbatical leave salary payment will be made in the same manner as if the member were teaching in the District.

5.10.1.8 In the case of injury to, or illness of, the member during sabbatical leave which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If death prevents the member from fulfilling the agreement to return to service in the District, no repayment of salary will be required of the member's estate.

5.10.1.9 The member who has taken sabbatical leave will file with the Human Resources Department for transmission to the Board of Education, a detailed report within sixty (60) days after returning, giving evidence that the program of study and/or study and travel has been carried out.

5.10.1.10 Sabbatical leave shall count as a year of experience on the salary schedule. Retirement deductions shall be made in proportion to the salary received. (1994)

Note: One (1) year on a sabbatical at half salary will earn the member one-half (½) year of STRS service credit.

5.11 Industrial Accident or Illness Leave

5.11.1 A member of the Unit shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

5.11.1.1 The accident or illness must have arisen out of and in the course of employment with the Cupertino Union School District. Unit members shall be entitled to industrial accident or industrial leave for accident or illness provided the claim qualifies under the State Workers' Compensation provisions.

5.11.1.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but not to exceed ninety (90) days.

5.11.1.3 Allowable leave shall not be accumulated from year to year. The leave under these rules and regulations will commence on the first day of absence.

5.11.1.4 When a member is absent from his/her duties on account of industrial accident or illness, the member shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to the member of not more than his/her full salary.

5.11.1.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

5.11.1.6 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

5.11.1.7 During any paid leave of absence, the member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement and other authorized contributions.

5.11.1.8 Upon termination of the industrial accident or illness leave, the member shall be entitled to sick leave benefits as provided in Section 5.1 and the member's absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability he/she may elect to take as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity will result in payment to the member of not more than his/her full salary.

5.12 Association Leave

5.12.1 The District will grant the Association President a paid leave of absence to serve as the Association President. The percentage of the paid leave of absence shall be between fifty percent (50%) to one hundred percent (100%) in increments of ten percent (10%) of the Association President's

assignment. The Association will notify the District of the requested percentage paid leave of absence no later than April 1 of the school year prior to the school year in which the paid leave of absence will be effective. (Referenced in Article 2.13) (2024)

5.12.2 The tenure status of a teacher shall not be affected because of absence while on leave as provided herein.

5.12.3 Return to Position
If requested by the Association President, upon expiration of this leave, they will be returned to the position held prior to taking the Association President's release time. (2024)

5.13 Organizational Leave

5.13.1 The Board of Education shall grant leave to certain officers and representatives of the Association, not to exceed a total of sixty (60) days per school year, to attend to Association business. Each individual officer or representative, including the President, shall be limited to a maximum of ten (10) individual absences (in half or full day increments) in any school year. This leave shall be used in good faith for Association business that cannot be attended to outside of the duty day. This leave shall be used by no more than ten (10) members simultaneously on any given day. (2013)

5.13.2 In carrying out this section, the Board shall not incur any costs contrary to codes regulating the expenditure of District funds.

5.13.3 The Association shall be responsible for payment of substitutes for days of leave under this regulation. When on official organizational business, representatives of the Association are eligible for leave under this regulation. (2004)

5.13.4 Members of the Unit for whom the Association utilizes leave under this provision of the Agreement, shall submit notice to their principal or immediate supervisor on the District leave form. Such notices shall be submitted at least two (2) workdays in advance of such leave, except in unusual emergency situations. (2004)

5.14 General Provisions

5.14.1 "Member of the immediate family" means the spouse, domestic partner, mother, father, mother-in-law, father-in-law, aunt, uncle, grandmother, grandfather, grandchildren, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, step parents, or step children of the member or of his/her spouse or domestic partner, or any other person living in the immediate household of the member. A person standing or who has stood in loco parentis shall be considered as a member of the immediate family. (1994, 2008, 2023)

(Section 10.5.3 provides that if a grievance arises from action/inaction of administration above principal/immediate supervisor, the grievance is to be submitted at Level II.)

5.14.2 Leave Eligibility. Attainment of permanent status shall be a requirement for all leaves contained in Sections 5.6, 5.7, 5.8, 5.10, and 5.12.

5.14.3 Return to Duty. Return to duty from an unpaid leave given in accordance with this Article shall, except in extenuating circumstances, coincide with the beginning of a semester.

5.14.4 Family Leave and Child Bonding Leave. Members may utilize family leave as provided in the Federal Family Leave and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1991 (CFRA). Unit members have the option of utilizing accrued sick leave concurrently

with family leave, or of taking the leave as unpaid according to the following provisions: (1994, 2011, 2016)

5.14.4.1 Child Bonding Leave: Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by CFRA. (2016)

5.14.4.1.1 For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave. (2016)

5.14.4.1.2 For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave. (2016)

5.14.4.1.3 Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, s/he shall be entitled to differential pay as defined in section 5.1.2 or at least fifty percent (50%) of their regular rate of pay whichever is greater, for the balance of the twelve (12) week period. (2016, 2017, 2024)

5.14.4.1.4 In accordance with Section 5.4.1, the District must be provided with at least sixty (60) days prior notice of intent to take child bonding leave, except in the case of emergency. (2016)

5.14.4.1.5 Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, employees must have completed one (1) year (twelve months of service) for the District, but are not required to have at least 1.250 hours of service during the previous one (1) year (twelve months) period. (2017)

5.14.5 Americans With Disabilities Act. The District shall accommodate members with disabilities pursuant to the Americans With Disabilities Act - Article 25. (1994)

5.15 Catastrophic Sick Leave

5.15.1 Bargaining unit members may donate accrued sick leave in full day increments to another bargaining unit member for use by that member as paid sick leave in full or half-day increments, pursuant to the requirements of this section. (1999, 2011)

5.15.2 Eligibility for Using Donated Time

1. The member must have exhausted all accrued sick leave (under section 5.1.2).

2. The member must be off work (not actually rendering service to the District) for the purpose of caring for a catastrophic illness or injury to the member or his/her parent, child, or spouse/domestic partner. (2008, 2011)

5.15.3 Catastrophic Illness or Injury Definition: As used in this Agreement, Catastrophic Illness or Injury means an illness, injury, impairment, or physical or mental condition limited to the following: (2011)

1. Illness or injury that is expected to incapacitate the unit member, or his/her spouse/domestic partner, or child for twenty (20) or more duty days, and which required the unit member to take time off from work due to his/her incapacity or to act as the primary care giver. As a

consequence, the member will suffer financial hardship due to exhaustion of all his/her accrued sick leave. (2011)

2. Twenty (20) or more days of incapacity or treatment in connection with, or subsequent to, in-patient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility. (2011)

3. Continuing treatment by or under the supervision of a health care provide for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a more severe incapacity. (2011)

4. Restorative dental or plastic surgery after an illness or injury, or the removal of cancerous growths. (2011)

5.15.4 Certification of Need for Leave

In all cases involving the need for a leave due to a catastrophic illness or injury, unit members must provide certification from a health care provider regarding (1) the date on which the catastrophic illness or injury commenced and (2) the probable duration of the condition. (2011)

In cases where the leave is for the member's own catastrophic illness or injury, certification also will include a statement that the member is unable to perform the function of his/her position. (2011)

In cases where the leave is for a catastrophic illness or injury of the member's parent, child, domestic partner, or spouse/domestic partner, certification shall include an estimate of the amount of time the unit member will require to care for the child, parent, or spouse/domestic partner. This statement shall also include a statement from the health care provider that the unit member's participation to provide care is warranted during the period of treatment of the catastrophically ill or injured member of the immediate family (i.e., parent, child, or spouse/domestic partner of the member). (2002, 2008, 2011)

5.15.5 Limitations on Donation/Utilization: The following limitations apply to the maximum number of accrued sick leave days that may be donated and utilized under this section. (2011)

1. A unit member may not donate days if this would result in his/her accrued sick leave balance dropping below twenty (20) days. (2011).

2. A unit member may not receive or utilize more than sixty (60) donated days for each catastrophic illness or injury without Committee (defined in Section 5.15.6) review and approval. (2011)

3. In no event shall utilization of donated days result in a unit member receiving more than 100% of his/her regular per diem salary. (2011)

5.15.6 Joint Committee: There shall be a joint Catastrophic Illness and Injury Leave Committee ("Committee") comprised of four (4) members, with two (2) appointed by each party. (2011)

1. The Committee will make decisions by consensus. If this is not possible, a District Committee member will cast an additional tie breaking vote in even numbered years, and a CEA Committee member shall do so in odd numbered years, based on initial filing date. (2011).

2. The Committee shall inform members on a case-by-case basis when the need for donated time arises. (2011)

5.15.7 Procedure for Donation of Hours

1. CEA shall inform members on a case-by-case basis when the need for donated time arises and collect and process completed donation forms. (2011)

2. CEA shall deliver the donation forms to Human Resources for recording. (2011)

3. Committee members shall authorize donations in writing, signed, and dated. (2011)

4. The Committee shall compile the list of donated time in order of donations received.

   Once the first-round list is received by the Committee, no more donations will be added. In the event more donations are needed, the process shall repeat itself. (2011)

5. The Committee's deliberations, discussions and processes shall remain strictly confidential and its decisions shall not be subject to challenge through the contractual grievance process or any other appeal. (2011)

5.15.8 Utilization of Days (2011)

1. Donated days shall be applied to the receiving unit member's compensation at the end of each pay period. (2011)

2. Donated days shall apply on a day for day basis (e.g., one (1) day donated equals one (1) day of catastrophic illness or injury leave, except as provided in #4 below.) Receiving unit members may utilize donated days in one-half day increments. (2011)

3. If donated days are being applied to enable the receiving unit members to maintain his/her full compensation while on differential leave, a donated day shall be applied in either one-half day or full day increments. (2011)

4. Donated days shall be utilized in the order received, one day at a time per donor, on a rotating basis as needed. (2011)

5. Donor members on the list whose days were not used will have their original authorization forms returned to them as a confirmation that their donated days were not used. (2011)

5.16 Preparing for Extended Leaves of Absences (2017)

This section applies to unit members who are taking a planned extended leave of absence for which the District has received reasonable advance notice.

5.16.1 Upon receiving reasonable advance notice of a unit member's intent to take an extended leave, the District will make every effort to secure a long-term substitute prior to the commencement of such leave.

5.16.2 When a long-term substitute is employed prior to the commencement of the unit member's leave, the unit member will be provided up to two (2) transition days with the long-term substitute before starting his/her leave.

5.16.3 Unit members taking a planned extended leave of absence will provide five (5) days of substitute lesson plans and a general outline of curriculum for the remaining balance of the leave prior to commencing their leave. Whether to provide any additional substitute lesson plans shall be within the sole discretion and professional judgment of the unit member.

5.16.4 Upon approval of the leave, the unit member shall coordinate with the site administrator to arrange for release time during non-instructional time on up to two (2) Collaboration Tuesdays or Wednesdays for the purpose of preparing lesson plans as described in section 5.16.3 above, or, if not possible, the equivalent amount of time provided in another manner.

5.17 Unit members will not be requested to fulfill any duties while they are on any leave. (2017)

5.18 Commencing with the 2024-2025 school year, each unit member may take a paid, individualized discretionary day of leave per school year which shall not be subtracted from or reduce any other leave under this Article. If not used, this day shall not be carried over into the subsequent school year(s) and there shall be no payment in lieu of taking this leave. (2024)

ARTICLE 6
Reassignment and Transfer

6.1 Definitions

6.1.1 Initial Assignment. The first placement of a member of the Unit in a specific location, department, or program. (1992)

6.1.2 Reassignment. Any subsequent placement in another department at the same location or movement between any grade level at the same location. (1992)

6.1.3 Transfer. An employer action which results in the movement of a member of the Unit from one location to another or from one program to another within the District.

6.1.4 Vacancy. For the purposes of this section, "vacancy" shall include open positions due to retirement, resignation, transfers, leaves, and newly created positions. (2002)

6.1.5 A qualified volunteer shall be a member holding the necessary credentials to serve in the new assignment. (1999)

6.2 Initial Assignment. Initial assignment shall be determined by the Superintendent or her/his designee in accordance with the law.

6.3 Reassignment

6.3.1 In the event that reassignment of a member of the Unit is necessary, volunteers will be sought from among those members of the Unit at that school who have the requisite credential(s) and/or major(s) or minor(s).

6.3.2 Educational program needs reflecting the best educational opportunity for students and teachers shall be the primary focus regarding reassignment and transfer. Those members of the Unit on a support plan will be permitted to remain in the same assignment in order to provide continuity of assistance for improvement.

6.3.3 In the event a reassignment of a member of the Unit is necessary after the last working day of the school year, all members of the Unit at that school site shall be notified of such vacancy and shall have the opportunity to request a reassignment to the newly available position. (1999)

6.3.4 If no qualified volunteer is forthcoming, or if the educational/ program needs of the school cannot be met by reassigning the least senior member, the following procedure shall be used:

6.3.4.1 The site administrator shall present to the teachers involved in the reassignment a written analysis indicating the status of each staff member on each of the following variables:

a. Credentials including authorizations for instructing English language learners (e.g. CLAD) (2004)
b. Major(s)/Minor(s)
c. Grade level experience
d. Subject experience
e. Training in special programs.

6.3.4.2 At the completion of the above consultation with members involved, the site administrator shall indicate his/her intent to use the above factors for reassignment rather than seniority. The administrator will then complete the reassignment. (1994)

6.3.4.3 Any unit member reassigned based on being the least senior qualified individual shall not be similarly reassigned for a minimum of two (2) years without the consent of the member. (2024)

6.3.5 Administrative Reassignment for District/Individual Welfare. In the event that compelling circumstances require that an individual be reassigned on an administrative basis for his/her welfare and/or the welfare of the District, the member and the Association shall be informed of the reason(s) in writing for the action by the Superintendent or designee.

6.3.5.1 For purposes of this Section, such administrative reassignments may be made only before the beginning of the school year, except in unusual circumstances (e.g., change in enrollment or staffing), when such reassignments may be made by September 30.

6.3.5.2 Any member of the Unit administratively reassigned shall not be similarly reassigned for a minimum of two (2) years without the consent of the member, unless that school is affected by declining enrollment, in which case that member will be allowed only those rights of all members.

6.3.6 Members of the Unit shall be assigned or reassigned to teach within their credential authorization; except a teacher may be assigned outside his/her credential authorization, pursuant to law, with the member's consent. (1992)

6.4 Priority Transfer and Open Assignment Process (Voluntary Transfers) (2008)
The parties agree that Section 6.4 and all subsections are intended to comply with Education Code Section 35036 and shall be construed to accomplish this intent. (2008)

6.4.1 A member of the Unit may request, in writing, a transfer from one school to another so long as the unit member is a permanent employee or will be a permanent employee in the school year to which the transfer request applies. Temporary teachers may not apply for transfer. The request shall be made on a "Request for Transfer" form. (2004, 2008)

6.4.2 Requests for transfer will be sent to the Human Resources Department; the requesting unit member may elect to inform the principal of the resident school.

6.4.3 Vacancies will be posted on the District intranet by the Human Resources Department as they occur. Members of the Unit with a "Request for Transfer" form on file by the posted closing date may request an interview for any or all positions for which they qualify. The Human Resources Department will arrange interview appointments for each position. All qualified transfer applicants requesting an interview will be interviewed before the position is filled. Interviews may not be conducted during the advertising period and will be scheduled within a reasonable time following the close of the announcement. (2008)

6.4.4 All interviewees will be given written notification of their status by the Human Resources Department no later than ten (10) days after the interview process has been completed. Upon request, such interviewees will be informed of the final disposition of all vacancies for which they interviewed. (1992)

6.4.5 In order to maintain a high quality instructional program, to ensure effective performance, and to promote satisfactory personnel relations, the training, major and minor fields of study, credentials, experience, competencies, length of service to the District and past evaluations, of each potential transferee shall be considered. Where practicable, advice and counsel of the appropriate faculty personnel and/or departments shall be sought in the selection of such transferees.

6.4.6 Priority Transfers (2008)

6.4.6.1 Unit members who meet the criteria set forth in Section 6.4.1 shall be eligible for Priority Transfers in accordance with the procedures set forth below. (2004, 2008)

6.4.6.2 Requests must be made by March 15 on "Request for Priority Transfer" forms in accordance with procedures set forth by the District. (2008)

6.4.6.3 The Priority Transfer Pool shall consist of: unit members who meet the March 15 deadline as set forth above; and unit members returning from leaves of absence under Section 5.6.6; and unit members involuntarily transferred due to declining enrollment (section 6.6). (2004, 2008)

6.4.6.4 Priority Transfer applicants shall have the right to indicate up to three (3) preferences from a list of vacancies. Final assignments shall be made by the Assistant Superintendent, Human Resources, in consultation with the principal. The Provisions of Section 6.4.5 shall apply. Applicants having the highest District seniority shall receive priority consideration. All Priority Transfer applicants will be assigned unless position requirements cannot be met. (2004, 2008)

6.4.6.5 Members transferring under these provisions may not go through the Priority Transfer procedure for at least two (2) years. (2004, 2008)

6.4.6.6 The Priority Transfer process shall be completed no later than April 15, and any placed applicants will remain at their current assignment for the remainder of the current school year. Upon completion of the Priority Transfer process on April 15, the Open Assignment process shall take place. (2004, 2008)

6.4.6.7 The Priority Transfer applicants may withdraw their request at any time without prejudice. (2004, 2008)

6.4.7 Open Assignment Process (2008) The Open Assignment Process shall follow the Priority Transfer Process as outlined in 6.4.6 except for:

6.4.7.1 The deadline for Open Assignment applications shall be April 16 – June 30. (2024)

6.4.7.2 The Open Assignment process shall be completed no later than the first teacher workday of the school year to which the transfer request applies. (2024)

6.4.7.3 Internal applicants shall have no priority over external applicants, as required by Education Code section 35036. (2024)

6.5 Employer Initiated Transfer (Administrative)

6.5.1 Such transfer shall be initiated by the Superintendent or designee and shall be based exclusively on the legitimate, educationally-related needs of the District.

6.5.2 If the legitimate, educationally-related/program needs of the District cannot be met by administratively transferring the least senior member, the provisions of Section 6.4.5 shall apply.

6.5.3 All members of the Unit who are involved in administrative transfers and the Association shall be informed of the reason(s) of this action by the Superintendent or designee. In addition, if the member desires, a conference shall be held with the Superintendent or designee.

6.5.4 Any member of the Unit administratively transferred shall not be similarly transferred for a minimum of two (2) years without the consent of the member unless that school is affected by declining enrollment, in which case that member will be allowed only those rights of all members.

6.5.5 In the event that reasonable circumstances require that an individual be transferred on an administrative basis for his/her welfare and/or the welfare of the District, the member and the Association shall be informed of the reason(s) in writing for this action by the Superintendent or designee upon request.

6.5.6 Any member of the Unit affected by an administrative transfer shall be informed of this action as early as possible and shall be released by the employer from the member's contract if the member so requests. A member so transferred may apply for a subsequent vacancy in the District for which he/she is qualified.

6.5.7 Any member of the Unit affected by an administrative transfer shall be provided assistance in making the physical transfer from site to site. If such a transfer is to be made during the school year, the member may elect to receive substitute services to facilitate the move, or receive adjunct duty pay for time spent packing and unpacking. If such a transfer is to be made during time when students are not in school, the member shall receive adjunct duty pay for time spent packing and unpacking. The adjunct duty pay and substitute time will be determined by Assistant Superintendent, Human Resources. (1992)

Any member so affected by this provision shall be notified in writing of this available help by the transferring administrator. (1994)

6.5.8 Prior to considering the transfer of five (5) or more unit members from one site, the District and the Association will develop intervention steps with the intent to resolve the issue (e.g., Progressive discipline, mediation, meeting with employee[s]). (2016)

6.5.8.1 If remediation does not resolve the problem, the Association will take an active role in conjunction with the District in the development of the transfer process. (2016)

6.6 Involuntary Transfers Due to Declining Enrollment

6.6.1 In all transfers resulting from a substantial decrease in ADA, the transfer shall be made pursuant to the following:

6.6.2 The staff allocation at any site will be determined by the staffing ratios contained in Article 7.

6.6.3 If the educational program needs of the school cannot be met by transferring the least senior member, exceptions can be made according to the following procedure:

6.6.3.1 The site administrator will meet with the Faculty Advisory Committee (FAC) to discuss the situation. The site administrator shall present to the FAC and to the teachers involved in the transfer a written analysis including the status of each member on each of the following variables:

a. Credential(s)
b. Major(s)/Minor(s)
c. Grade level experience
c. Subject experience
e. Training in special programs

6.6.4 At the completion of the above consultation process the site administrator shall indicate his/her intent to use the above factors for transfer rather than seniority. The administrator will then complete the transfer.

6.6.5 Any member given an involuntary transfer shall not again be given a similar transfer for a minimum of four (4) years without the consent of the member, or unless the member requests a transfer. If for any reason other than voluntary transfer the member cannot remain in the new assignment for four (4) years, the year protection shall start again at the next assignment.

6.6.6 A member of the Unit to be transferred under this section shall have the right to indicate up to three (3) preferences from a list of vacancies and shall be assigned in the order of seniority.

6.6.7 A member may turn down offered vacancies two (2) times.

6.6.8 Final placement will be made by the Human Resources Department in consultation with the principal.

6.7 Opening Schools. In the event that the District decides to reopen a site which is currently not in use as a school, and/or create a new school in any other way, the parties shall negotiate procedures for the transfer of members to the reopened or new school upon written request of either party. Moving existing staff and student body from one site to another would not be considered reopening a site or creating a new site. (1992)

6.8 Closing/Consolidating Schools

6.8.1 The parties agree to meet and negotiate the transfer process for affected teachers at closing and/or consolidating schools. These negotiations shall begin no later than seven (7) unit member work days after official Board Action to close and/or consolidate the schools. Staff allocations for the consolidated school may be adjusted up to the end of the school year. (2024)

6.9 Vacancies, Promotions Posted. The Superintendent or designee shall post all vacancies, including promotional positions, and new positions as they occur or as they are anticipated. Such notice shall be posted for at least five (5) days on the District intranet, at all schools and the District Office, and shall send such notice to the Association. During the summer, any voluntary transfer applicant can call or email the Human Resources Department, and be given the latest information about vacancies. (1992, 1999, 2008)

6.10 Intra-District Teacher Exchange Program. With consent of the two (2) principals involved and the Superintendent or designee, any two (2) members of the Unit in different buildings may choose to exchange positions. Such request shall be made formally in writing to the Human Resources Department no later than April 1. (2004)

6.11 Disruptive Transfers

6.11.1 In the event a member is transferred or reassigned from the regular program to special education or vice versa, or is transferred or reassigned three (3) grade levels or more from their present

assignment, or is transferred or reassigned from an elementary school to a middle school or vice versa, the following provision shall apply.

6.11.2 The member shall be given release time from classroom duties if required. Release time must be approved by the Assistant Superintendent, Human Resources.

6.11.3 The member shall be provided the opportunity to attend District approved workshops/inservices and/or provided funds to purchase materials or supplies. Such expenditure must be approved by the Human Resources Department. The District's contribution for this purpose shall not exceed $400 per member. Cash advances shall be permitted with receipts subsequently provided to the District.

6.11.4 The member shall be notified in writing of the opportunities expressed in Sections 6.12.2 and 6.12.3. (1994)

ARTICLE 7
Class Size

7.1 School Level Class Size

7.1.1 The number of Full Time Equivalent (FTE) members of the Unit assigned to each school for classroom instruction shall be done on the basis of the following formula:

7.1.1.1 This shall be based on enrollment as of "the ten-day count" (the first ten [10] student days), and resulting unit member assignments shall be completed by the end of the twentieth (20th) student day. (2004, 2008)

Final unit member assignments may be adjusted based on changes in student enrollment that occur after the ten-day count but prior to the end of the twentieth (20th) enrollment day. (2004)

Each middle school shall be assigned one (1) teacher member of the Unit for every twenty-two (22) students enrolled as of the end of the "Ten-day count". This staffing is based on the assumption that starting in 2023-24 all middle school teachers will teach no more than five-periods per day out of a seven-period day. (2023, 2025)

Special Education students who are in the general education environment for greater than fifty percent (50%) of their day shall be included in this allocation formula. (2015, 2018)

The parties agree that the intent of this language is as determined by the 1992 arbitration on class size. (1992, 2004)

a. The District's ability to add additional certificated staff to any school site in order to avoid situations that could negatively impact students, programs, or teachers as permitted by Section 7.1.1.1. (1996)

b. The Association recognizes that there may be situations in which the staffing ratio as indicated in Section 7.1.1.1 may have a negative impact at a particular school. Therefore, another teacher may be needed in addition to the ratio expressed in Section 7.1.1.1 to mitigate said deleterious circumstances. (1996)

c. Based upon CEA's request, the Human Resources Department, and other departments and site administrators as appropriate, shall meet with CEA representatives for the purposes of discussion and consultation about adding additional certificated staff. The process and procedure for determining the need for an additional teacher shall not be delayed due to the unavailability of CEA representatives to meet on a timely basis. (1996, 2015, 2025)

d. It is not the intention of the District to indiscriminately assign additional teachers, nor to indiscriminately prevent the assignment of additional teachers. (1996, 2015)

e. Remaining fractions of 0.5 FTE or greater shall count as a full teacher. (2025)

7.1.1.2 Class Size for Kindergarten (K) through Grade 3 (2018, 2025)

7.1.1.2.1 Classes across grades K through 3 at each school site shall not exceed an average of twenty-four (24) students consistent with state law and regulations. If such

laws/regulations do not mandate at least a maximum of twenty-two (22) students in grades K-3 by the 2025-26 school year, this shall be the contractual maximum average for grades K-3 beginning in the 2025-2026 school year. (2018, 2023, 2025)

7.1.1.4 The following members of the Unit shall not be included as allocations under the formula: (2015)

a. Counselors
b. Resource Specialists
c. Special Education Teachers
d. Special Services Personnel
e. Itinerant Instructional Personnel
f. Teachers on Special Assignment

7.1.1.5 Classes in grades K-8 shall not exceed State mandated limits or contractual limits, whichever is lower. (2018, 2025)

7.1.1.5.1 The parties recognize there are exceptional cases in which general education teachers (TK-8) may be required to devote additional time and resources to students with complex needs, behavioral issues, and/or other circumstances that present challenges to establishing the most effective learning environment for the student. (2025)

7.1.1.5.2 The District is dedicated to supporting TK-8 general education teachers in their commitment to provide all students with quality education programs. (2025

7.1.1.5.3 Upon the request of the unit member or principal, a meeting(s) shall be held to discuss options for supporting the TK-8 general education teacher with regard to section 7.1.1.5.2 above. (2025)

7.1.1.6 If a grade 4, 5 or 4-5 combination class reaches a size of thirty (30) students, one (1) hour of instructional assistant time per day shall be assigned to the class. If a grade 4, 5 or 4-5 combination class reaches a size of thirty-one (31) students, two (2) hours of instructional assistant time per day shall be assigned to the class. (2004, 2008, 2023, 2024)

Once instructional assistant time is provided, it shall continue for the duration of the time a classroom is at thirty (30) or thirty-one (31) students. (2004, 2018, 2023, 2024)

7.1.1.7 Each elementary school shall be assigned one (1) teacher member of the Unit for every twenty-nine (29) students enrolled in grades 4 and 5 as of the end of the "Ten-day count." (2023)

7.1.1.8 TK classes shall not exceed a ratio of one (1) adult to twelve (12) students with a maximum of twenty-four (24) students per class. Effective with the 2025-2026 school year, this ratio shall reduce to one (1) adult to ten (10) students with a maximum of twenty (20) students per class or as otherwise may be set forth by law. If the District intends to exceed twenty-four (24) students per class as may be permitted by law, it shall give advance notice to and bargain the effects of such decision with CEA prior to implementation. (2025)

7.1.1.9 General education elementary classroom teachers who are assigned separate classes, each of which is populated exclusively with students from a single different grade level, shall receive two (2) on-site release days per report card period to do assessments (report cards and progress reports). Section 12.3.4 does not apply to these teachers. (2024)

7.1.1.10 When recommended by the IEP team, classes at elementary and middle schools with SDC students placed into general education classrooms shall have a Special Education instructional aide to provide support while those students are in the general education classroom. (2024)

7.1.1.11 The District shall make every effort to ensure that all elementary schools with ten percent (10%) or more EL students in attendance are provided with at least three (3) hours of EL aide time and twenty-five percent (25%) or more EL students in attendance shall be staffed with at least six (6) hours of EL aide time. (2024)

7.1.1.12 Teachers in classes at all elementary and middle schools with students receiving special education services shall, upon request and approval by the principal, be provided up to 7.25 hours of paid release time for consultation with district SPED colleagues, or District and/or outside training (e.g. trainings offered by the SELPA). (2024)

7.2 Special Education

The District is committed to meeting the unique and diverse needs of the District's special education population in compliance with Federal/State laws and regulations. The District will continue to work cooperatively and in collaboration with CEA in furtherance of this commitment. (2017)

7.2.1 The District shall adhere to state law regarding class sizes and caseloads. (2017)

7.2.2 Resource teachers at the middle school level shall teach four (4) periods out of seven (7) periods per day, two (2) of which are preparation periods and one (1) of which is a non-instructional period. (2024)

7.2.3 Special Education teachers at a middle school site who take on the role of Department Chair shall receive an annual stipend of $3,500 for the additional work required in coordination with site administration. This section shall be effective for the term of this Agreement and shall automatically expire upon completion of this term unless otherwise agreed to in writing by the parties. (2024)

7.2.4 The determination of class size/caseloads shall take into consideration (among other things) the following: (2017)

- The range and severity of individual student needs
- The age and behavior variables of the students
- The credential of the teacher

7.2.4.1 The District will make every effort to minimize assigning unit members to multiple sites so long as this enables the District to provide educational services in a fiscally responsible manner that meets all legal obligations, such as complying with IEPs. (2017)

7.2.5 Upon request, the District shall provide the Association with a copy of state law regarding class size/caseloads. (2015)

7.2.6 The District shall conduct multi-language assessments by providing District employed or contracted multi-lingual personnel and materials requested by the special education teacher in a consistent manner across the District and in accordance with the law.

7.2.7 When notified by a unit member regarding caseload concerns, the Director of Special Education/designee shall confer with the unit member to determine appropriate next steps which may include providing additional support, examples of which are: (2017)

- Review and potential modification of caseload
- Instructional Assistant support
- Assessment support

7.2.8 The District recognizes that there is a continuum of needs in each classroom that may vary throughout the school year. If a unit member has concerns about the appropriateness of a student's placement based upon the student's progress, s/he shall follow District protocol which generally is as follows: If the site team has already made the appropriate curricular, environmental, behavioral and programmatic adaptations to support the student within the current program, the Case Manager should complete a Specialized Program Referral form and send it to the Director of Special Education. Referrals will be reviewed weekly by the Director of Special Education/designee and assigned to the Program Manager for follow-up within a reasonable amount of time. (2017, 2025)

7.2.9 All special day classes throughout the District shall not exceed an average of ten (10) students to one (1) teacher, and will have, at a minimum, the equivalent of two (2) 6-hour instructional assistants. Our united goal is to help students become as independent as possible. In addition, no individual special day class shall exceed 15 students, except as provided in sections 7.2.9.1 and 7.2.9.2 below. (2017, 2024)

7.2.9.1 Mild/Moderate Support Needs (MMSN) SDC classrooms with more than twelve (12) pupils will be provided additional aide support, unless the classroom is already staffed with more than two (2) instructional assistants. (2017). The District's goal is that all MMSN SDC classrooms should not exceed fifteen (15) pupils. (2024, 2025)

7.2.9.2 Extensive Support Needs (ESN) (formerly Moderate/Severe) SDC classrooms with more than ten (10) pupils will be provided additional aide support unless the classroom is already staffed with more than three (3) instructional assistants. (2017). The District's goal is that all ESN SDC classrooms should not exceed twelve (12) pupils. (2024, 2025)

7.2.9.3 Subject to exceptions based on providing an appropriate educational environment, the District will not assign more than three (3) grade levels per elementary SDC class without conferring with the SDC classroom teacher. Examples of exceptions include: (2017, 2025)

- Medically Fragile/Orthopedically Impaired
- Autism Extensive Support Needs SDC Program
- Self-contained SDC serving TK students

7.2.9.4 At the middle school level, the staffing of instructional aides will be assigned on a ratio of two (2) for each School Resource Specialist providing services through Specialized Academic Instruction (SAI). (2017)

7.2.10 Individual preschool SDC caseloads shall not exceed twenty (20) pupils at any time through March

14, allowing for teacher discretion concerning student placement in AM/PM sessions. The District shall make every reasonable effort to keep caseloads at twenty (20) or below. If this is not possible, then the District shall confer with the Association prior to adding students to the SDC preschool caseload. In the event that it is not feasible to open another class, individual preschool SDC caseload shall not exceed twenty-two (22) pupils at any time from March 15 until the end of the school year. (2015, 2016, 2024)

7.2.10.1 Preschool SDC classrooms shall be staffed with a minimum of three (3) six (6) hour instructional assistants, subject to the following: The District may temporarily assign these instructional assistants elsewhere in the District based on the number, range, and severity of the individual SDC preschool student needs and the age and behavior variables of SDC preschool students. (2017, 2024)

7.2.11 Part-time special education teachers shall have the same percentage of daily student contact hours as the ratio of their employment to full-time employment.

7.2.12 Resource Specialist caseloads shall not exceed twenty-five (25) students. (2024)

7.2.12.1 Elementary Resource Specialists are allocated on the basis of serving an average of twenty-four (24) pupils who have been identified by the IEP Team as needing the Resource Specialist's instruction or services. (2017)

7.2.12.2 Middle School Resource Specialists providing services through Specialized Academic Instruction (SAI) are allocated on the basis of serving an average of twenty-two (22) pupils who have been identified by the IEP Team as needing the Resource Specialist's SAI service. (2017, 2024)

7.2.12.3 Elementary Resource Specialists will be paid three (3) hours of adjunct duty per completed initial assessment during any period of time in which their caseload is twenty-five (25). This is not inclusive of the twenty (20) hours of adjunct duty that is given for IEPs per section 12.2.4. (2017, 2024)

7.2.13 All involved teachers (special education and general education) shall participate in all IEP Team meetings dealing with their students as required by law.

7.2.14 Insofar as possible, unit members shall be given advance notice before a student with special education services is newly assigned to their class/load/service. Such advance notice shall include all available diagnostic/prescriptive information. In addition, the Director of Special Education/designee or a member of the IEP team who is familiar with the student shall meet and consult with the unit member prior to placement of the child, if possible, or as soon as practicable thereafter. (2015, 2017)

7.2.15 The parties agree to reopen this contract section if changes in state law mandate revisions or affect funding which supports Special Education. (1992)

7.2.12.1 If the District determines to reduce classified services in a manner that would adversely impact the instructional aide support and staffing levels set forth in this Article, the District shall provide prior written notice to CEA and opportunity to negotiate the effects of such decisions as required by law. (2017)

7.3 Classroom Supports and Student Safety Committee: The parties agree to convene a labor management committee consisting of five (5) members appointed by CEA and five (5) members appointed by CUSD. This committee shall meet no later than September 2024 and shall make recommendations to address additional safety policies, in-class supports, and other solutions to improve classroom environments in the district. (2024)

ARTICLE 8
Safety Conditions

8.1 Assault on Members. Members shall immediately report cases of assault and/or battery suffered by them in connection with their employment to the principal or designee who shall immediately take appropriate action. Such notification shall be immediately forwarded to the Superintendent and the Association.

In the event that criminal charges are brought against unit members in connection with an assault, the District may provide a legal defense for the unit member in accordance with Government Code section 995.8. (1992)

8.2 Voluntary Activities Applicability. The provisions of this Article also pertain to teaching related duties which involve student contact.

8.3 Unsafe or Hazardous Conditions

8.3.1 Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being. The Superintendent shall be responsible for the promulgation of safety rules for all certificated members.

8.3.2 The provisions of this article also pertain to District directed or authorized teaching and related duties which involve student contact during and/or outside the teacher work day. (1992)

8.4 All classrooms shall be provided with telephones consistent with the District's telecommunications plan. (2002)

8.5 All member classrooms shall be keyed to lock consistent with the District's Bond Projects Timeline and Guidelines. (2002)

8.6 For reference purposes only and not subject to the grievance procedure Education Code 49079 shall be added as an Appendix to this Agreement. (2008)

8.7 For reference purposes only and not subject to the grievance procedure Education Code 48910 shall be added as an Appendix to this Agreement. (2008)

ARTICLE 9
Evaluation

9.1 The District and the Association recognize the importance of implementing a program of staff evaluation in accordance with state law for the purpose of promoting professional growth and improving services to students to the end that student performance may be improved and the mission of the District may be realized.

9.2 Evaluation Criteria. Beginning with the 2002-2003 school year, classroom performance of members shall be evaluated on agreed-to Goals and Teaching Plan under the following California Standards for the Teaching Profession (CSTP) criteria for instructional personnel and applicable professional standards for non-instructional personnel: (2015, 2018)

9.2.1 Instructional Personnel

a. Standard for Engaging and Supporting All Students in Learning
b. Standard for Creating and Maintaining Effective Environments for Student Learning (2011)
c. Standard for Understanding and Organizing Subject Matter for Student Learning (2011)
d. Standard for Planning Instruction and Designing Learning Experiences for All Students (2011)
e. Standard for Assessing Students for Learning (2011)
f. Standard for Developing as a Professional Educator

9.2.2 Non-Instructional Personnel (Psychologists, Counselors, Nurses, Speech and Language Pathologist, Teachers on Special Assignment) (2018)

a. Assigned job responsibilities as mutually agreed by the member and the evaluator. Disagreements shall be resolved in accordance with Section 9.4.1.
b. The performance of assigned adjunct duties.
c. Established professional standards for the position, if any. (2018)

9.3 Designated Evaluator

9.3.1 School Site Personnel. The primary evaluator for school site personnel shall be the principal or his/her designee.

9.3.2 Support Services / Itinerant Personnel. The primary evaluator for support services / itinerant personnel shall be a District-level administrator or his/her designee.

9.4 Evaluation Agreement on Goals and Teaching Plan

9.4.1 No later than the end of the sixth (6^{th}) school week of the year the evaluator and member of the Unit shall meet and make a good faith effort to mutually agree to the member's Goals and Teaching Plan for each criteria as listed in Sections 9.2.1 or 9.2.2 above. To the extent the evaluator and the member disagree on the Goals and Teaching Plan, the member may specify his/her positions in writing, including the identification of constraints which the member believes inhibits his/her ability to meet the stated goals. Such written response shall be attached to, and filed with the evaluation documents, and forwarded to the Superintendent. The Superintendent shall make the final decision on the member's Goals and Teaching Plan for the school year. The Superintendent's final decision shall not be arbitrary or capricious and shall be reasonably related to the specific assignment of the member being evaluated. These Goals and Teaching Plan shall be the basis for evaluation unless modification of same occurs pursuant to Article 9.4.4 (below).

9.4.2 Members who begin their employment during the work year shall meet with their primary evaluator no later than the fourth (4^{th}) school week of their employment to reach mutual agreement on their Goals and Teaching Plan.

9.4.3 Leave of Absence

a. If the evaluation has been completed at the start of the leave, the evaluation shall stand.

b. If, during the school year, the unit member is absent on leave and returns during the same school year, the evaluator and the unit member shall review the Goals and Teaching Plan and make adjustments if necessary.

c. If a permanent member takes a leave of absence during his/her formal evaluation year, he/she shall again be formally evaluated during the following year unless at least one (1) formal observation takes place before the beginning of the leave or after the return to work, and no "needs to improve" or "unsatisfactory" areas are identified.

9.4.4 During the course of the evaluation period, circumstances may arise which require modification of the evaluation Goals and Teaching Plan. The necessity for review shall be determined by the member of the Unit being evaluated and/or his/her evaluator. The determination of the new modified Goals and Teaching Plan shall be arrived at in accordance with this Section with the waiver of time limitations.

9.4.5 Factors that influence the achievement of performance objectives, such as intellectual abilities of the learners, availability of support personnel, the learning environment provided, student transiency rate and other pertinent factors, may be incorporated into the Goals and Teaching Plan.

9.4.6 A member of the Unit shall not be held accountable for any aspect of the educational program over which the member has no authority.

9.4.7 Official District forms for evaluation shall be reviewed and agreed upon by representatives of the Association and the Administration and shall be available for use by September 1 of each school year. If forms have not been agreed upon by September 1 in any year, a representative designated by the District and a representative designated by the Association shall make a final decision in regard to the matter no later than September 15. Evaluators shall use only those forms agreed to under this procedure for the official observation recaps and the official summary evaluations. (1988)

9.5 Frequency of Evaluation

9.5.1 Temporary. Each temporary member shall be formally evaluated at least annually no later than thirty (30) calendar days prior to the last school day.

9.5.2 Probationary. Each probationary member shall be formally evaluated at least two (2) times each school year, no later than February 1, and thirty (30) calendar days prior to the last school day during the first year, and no later than December 1 and March 1 during the second year. (1992)

9.5.3 Permanent. Except as provided in Section 9.10 below, each permanent unit member shall be formally evaluated at least every other school year, as defined in Section 9.8, no later than thirty (30) calendar days prior to the last school day. (2008)

9.5.4 Retiring. Any member submitting by October 1 a letter of retirement, effective at the end of the current school year and accepted by the Governing Board, shall not be formally evaluated. For any member submitting after October 1, the evaluator may at his/her discretion opt to suspend the evaluation procedure. (1992, 2015)

9.6 Evaluation Cycle. After a successful probationary period, a permanent unit member is entered into the three-year evaluation cycle as follows.

Permanent Year 1 Alternate year evaluation which consists of goal setting, curriculum map and an informal observation as described in 9.8 (2015);

Permanent Year 2 Skip year evaluation which consists of goal update/revision and curriculum map (2015);

Permanent Year 3 Formal ("Full") evaluation, which consists of goal setting, curriculum map, and formal classroom observation as described in Section 9.7 (2015);

9.7 Formal ("Full") Evaluation Sequence. The formal ("full") evaluation sequence shall consist of the following:

9.7.1 Informal Observations

9.7.1.1 Instructional personnel shall be informally observed at least twice prior to each formal written evaluation. Informal observations are normally shorter than thirty (30) minutes, but may be of greater length (but not to exceed one full period) in order to give an accurate account of the classroom situation. (1988)

9.7.1.2 Any informal observation lasting for more than thirty (30) minutes shall be followed by an observation recap conference, within three (3) days following the day of such observation. The purpose of such observation recap shall be to provide positive feedback and/or constructive criticism to the evaluatee. If an area of concern(s) is noted, a written recap will be provided prior to the conference. (1988, 2015)

9.7.1.3 Each informal observation lasting fewer than thirty (30) minutes shall be followed by an observation recap conference within three (3) days following the day of the informal observation if an area or areas of concern are noted by the evaluator. (1988)

9.7.2 Formal Observations

9.7.2.1 Instructional Personnel shall be formally observed for no fewer than thirty (30) minutes or one (1) full period once prior to each formal written evaluation.

9.7.2.2 The evaluator shall notify the member of the impending formal observation, prior to the observation. The formal observation shall, at the request of either party, include a pre-observation conference, held within three (3) days of the observation. The formal observation shall be followed by an observation recap conference within three (3) school days following the day of the formal observation. The three-day periods provided in this Section and Sections 9.7.1.2 and 9.7.1.3 begin on the school day following the date of the conference or observation.

9.7.2.3 The evaluator shall provide the unit member with a written recap of the observation.

9.7.2.4 The member shall, upon request, be entitled to a pre-observation conference, subsequent observation and written summary if a deficiency or problem area is identified. The pre-observation conference shall be held within three (3) days of the observation.

9.7.3 Written Summary Evaluation

9.7.3.1 The final written evaluation of the school year shall be transmitted to the member no later than thirty (30) calendar days prior to the end of the school year. The written evaluation shall relate directly to the components criteria of the Goal and Teaching Plan as set forth in Sections 9.2.1 and 9.2.2.

9.7.3.2 Problem areas and/or information of a negative or derogatory nature shall be discussed with the member prior to completion of any formal written evaluation.

9.7.3.3 A conference between the evaluator and member shall take place prior to the end of school to review the final written summary evaluation.

9.7.3.4 The member shall have the right to attach his/her own comments to the written evaluation within ten (10) days after receipt of a written summary evaluation.

9.7.3.5 No permanent member shall receive an "Unsatisfactory" or "Needs to Improve" summary evaluation rating unless: (2015)

a. she/he has been given a written support plan on a District support plan form, for a minimum of 35 instructional days to improve and/or correct the deficiencies. (2015)

b. this Section applies to all summary evaluations, including the alternate year evaluation. (2015)

9.7.3.6 An evaluation shall include recommendations, if necessary, as to areas of needed improvement in the performance of the member.

9.8 Alternate Year Evaluation

9.8.1 During the alternate year evaluation, the member shall use the designated alternate evaluation procedure if the member received a satisfactory evaluation in each area during the preceding year. (2015)

9.8.2 Alternate Evaluation Procedure

9.8.2.1 Previous Goals and Teaching Plan will not be modified unless mutually agreed upon between the evaluator and the member. If the evaluator and member do not mutually agree as to the Goals and Teaching Plan, the appeal process outlined in Section 9.4.1 of this article shall be utilized. (2015)

9.8.2.2 The evaluator shall conduct a minimum of one (1) informal observation of no fewer than twenty (20) minutes.

9.8.2.3 The evaluator shall provide the member with a written summary after the observation, noting strengths and/or areas of needed improvement, as appropriate. The written summary shall be provided within three (3) days of the observation. The evaluator shall conference with the member within three (3) days if an area of concern is noted. The member shall, upon request, be entitled to a subsequent observation and written summary, if a deficiency or problem area is identified. (1999, 2015)

9.8.2.4 The evaluator shall complete the Summary Evaluation Alternate Year form, a copy of which shall be given to the member. Copies also shall be placed in the staff member's site program file and in the staff member's personnel file in the central office.

9.9 Skip Year for Permanent Teacher Evaluations (2008)

9.9.1 The District and CEA agree to implement a "skip year" for evaluation of permanent teachers beginning with the 1998–99 school year.

Permanent teachers with two (2) years of satisfactory evaluations may skip a year of evaluation. Permanent teachers in the skip year will update/revise goals and curriculum map. If performance problems leading to the implementation of a support plan occur during the "skip year," the teacher may be placed on the formal ("Full") evaluation procedure for that school year, after notification in writing to the teacher as to the reasons for such proposed evaluation placement. After a successful formal ("Full") evaluation, the permanent unit member shall proceed to the alternate year. (2015)

9.10 Permanent Members and the Five-Year Evaluation Cycle (2008).

Permanent unit members who meet all the following requirements

a. are in active employee status at more than fifty percent (50%) of the days of the school year, and
b. who have been employed by the District at least ten (10) years, and
c. are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and
d. their most recent regular formal evaluation is rated "proficient" in all six (6) California Standards for the Teaching Profession and the overall evaluation standard,

become eligible to participate in an evaluation cycle as follows:

Year 1 - regular formal ("full") evaluation, which consists of goal setting, curriculum map, and formal classroom observation as described in Section 9.4;
Year 2 - alternate evaluation which consists of goal updates/revision, curriculum map and an informal observation as described in Section 9.8.2.1;
Year 3 - skip year which consists of goals update/revision and curriculum map;
Year 4 - alternate evaluation (see Year 2 above);
Year 5 - skip year (see Year 3 above);
Year 6 - regular formal ("full") evaluation (see Year 1 above).

An eligible unit member may participate in this evaluation cycle upon the mutual agreement of the unit member and the evaluator. Either the participating unit member or the evaluator may withdraw consent to participate in this cycle at any time. The administrator's decisions on whether to consent to the eligible unit member's participation initially and whether such participation continues from year to year are final.

9.10.1 If any of the following events occur, unit members participating in the evaluation cycle described in Article 9.6 shall be returned to the full evaluation procedure:

a. Upon the start of a new school year following a unit member's leave of absence exceeding half the total number of contract days of the previous school year;

b. Upon a unit member's transfer to a new school site.

9.11 Support Plan

A support plan shall be provided to the member once deficiencies and problem areas have been identified. A support plan shall include specific written recommendations and measurable outcomes. A support plan shall also include assistance if deficiencies are noted in delivery of instruction or classroom management. The evaluator shall consult with the unit member before establishing a support plan. This section shall

also apply to the alternate year evaluation process pursuant to Section 9.8. (1994, 2015)

9.12 Plan of Assistance

9.12.1 In the event a unit member receives a "needs to improve" or "unsatisfactory" summary evaluation, the unit member may be required to enter into a District Plan of Assistance, which shall be directly related to the deficiencies creating the overall rating.

9.12.2 If the District requires a Plan of Assistance, the unit member shall be notified in writing of such requirement no later than thirty (30) days prior to the last day of school. (1994)

9.12.2.1 The evaluator shall consult with the member prior to establishing the District Plan of Assistance.

9.12.2.2 If the member is placed on a District Plan of Assistance, the District shall be responsible for providing the elements of the plan.

9.12.3 Peer Assistance

9.12.3.1 Upon initiation of a Plan of Assistance, a teacher shall participate in the Peer Assistance and Review (PAR) process outlined in Article 20. (2015)

9.12.3.2 Peer assistance shall be developed between the member and his/her Consulting Teacher. Participation shall be kept confidential. The Consulting Teacher shall inform the evaluator as to the date, time, and length of the assistance and the areas of assistance. (2015)

9.13 Permanent Member – Salary Restriction

9.13.1 The District PAR program shall continue throughout the school year as needed, while the evaluator carries out the regular evaluation process.

9.13.2 If, at the conclusion of the second consecutive annual evaluation cycle (no later than thirty [30] days prior to the last day of school), the affected unit member receives a proficient overall evaluation rating, the affected unit member returns to the regular evaluation process. (1994, 2002)

9.13.3 If, at the conclusion of the second consecutive annual evaluation cycle (no later than thirty [30] days prior to the last day of school), the affected unit member receives a second overall unsatisfactory evaluation rating, the District may move to restrict his/her annual step advancement on the salary schedule, for the succeeding school year. The affected unit member shall be notified of such intent in writing no later than thirty (30) days prior to the last day of school. (1994)

9.13.4 If the District chooses not to make such a restriction, or does not take action pursuant to Education Code Section 44932 et seq., or fails to notify the affected unit member in the manner specified above, the affected unit member shall be made whole and returned to the regular evaluation process.

9.13.5 Should the District notify the permanent member of its intention to restrict his/her advancement on the salary schedule, the affected unit member may, within fourteen (14) calendar days of receipt of the notice, appeal the District's decision to the Superintendent as a Level II grievance as specified in Article 10. (1994)

9.13.6 For the purposes of this appeals process, all aspects of the affected unit member's evaluation, including but not limited to the content of the evaluation, shall be subject to the grievance process.

9.13.7 In the event the affected unit member does not appeal the salary restriction, or does not prevail in the grievance, the District may implement the salary restriction. (2015)

9.13.8 In the event the District chooses not to implement the salary restriction, or is not permitted to implement the salary restriction by an arbitrator's award the affected unit member shall be made whole and returned to the regular evaluation process. (2015)

9.13.9 The District Plan of Assistance shall continue throughout the next school year as needed, while the evaluator carries out the regular evaluation process.

9.13.10 If, at the conclusion of the third annual evaluation cycle (no later than thirty [30] days prior to the last day of school), the affected unit member receives a satisfactory evaluation rating, the affected unit member shall be made whole and returned to the regular evaluation process. (1994)

9.13.11 If, at the conclusion of the third annual evaluation cycle (no later than thirty [30] days prior to the last day of school), the affected unit member receives a third overall unsatisfactory evaluation rating, the District shall either move to dismiss the member, pursuant to Education Code Section 44932 et seq., commencing the following school year, or make whole and return the affected unit member to the regular evaluation process. (1994)

9.14 Data for Evaluation - Limits. Any reference to hearsay is excluded from the evaluation process.

9.15 Grievability. The evaluation of members of the Unit, except for alleged violation of procedural matters, shall not be subject to the grievance procedure, except as provided in Section 9.13.

9.16 Standardized Student Test Results. Results of tests other than those required by Sections 9.2.1.e and 9.2.2 shall not be used in the performance evaluation of a member of the Unit nor included in his/her Goals and Teaching Plan unless mutually agreed upon by the member of the Unit and his/her evaluator. This matter is not subject to the provision in Section 9.2 of this Article. (2015)

9.17 Complaints Regarding Certificated Staff Performance

9.17.1 A complaint regarding a member of the Unit made to any member of the administration by any parent, student or other person which does or may influence evaluation of a member shall be discussed with the member.

9.17.2 Should the involved member of the Unit and the principal or designee mutually agree that there should be a meeting concerning the complaint, a meeting shall be scheduled, and the complainant shall be invited to attend. An Association representative may be present at said meeting if so requested by the member.

9.17.3 Anonymous complaints shall not be part of the evaluation process.

9.17.4 Complaints Concerning School Personnel – All complaints will be resolved pursuant to the District Complaint Resolution Policy – Board Policy 1312. (2015)

9.18 Personnel Files

9.18.1 Each member of the Unit shall possess the following rights with reference to his/her official personnel file established and maintained at the District Office or the supplemental file at the local school site:

9.18.1.1 Each member of the Unit shall possess the right to have the contents of his/her file(s) disclosed to him/her provided that the request is made at the time when such member is not actually required to render services to the employer.

9.18.1.2 Information of a derogatory nature shall not be entered or filed unless or until the member of the Unit is given notice and an opportunity to review and comment thereon. A member of the Unit shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during normal business hours at the place where these records are stored. If necessary the member of the Unit shall be released from duty during non-instructional time for this purpose. (2015)

9.18.1.3 The member shall possess the right to have copies of the contents included within the file(s) made available to him/her except documents originating from outside this District which were solicited or received prior to the origin of employment in this District, were prepared by identifiable examination committee members, or were obtained in connection with promotional examination. A reasonable fee may be charged for more than one (1) copy of materials provided in accordance with this Section. Examination of the files shall take place in the presence of an administrator.

9.18.1.4 Negative material in the supplemental file at the school not considered during a current or previous evaluation shall not be considered during a subsequent evaluation. Only material from the current evaluation period may be retained in the site (supplemental) file.

9.19 Examination of File. The member of the Unit shall have the right to authorize in writing a representative to examine the member's file and to obtain copies (except for those prohibited as cited above) of the items within the file. The member will hold the District blameless in the case of misrepresentation.

ARTICLE 10
Grievance Procedure

10.1 Definitions

10.1.1 Grievance. A grievance is a claim by one or more members of the Unit or the Association of an alleged violation, misinterpretation or inequitable application of the terms, and conditions of this Agreement. This grievance procedure does not apply to and a grievance cannot be over:

a. any proceedings for the dismissal of permanent or probationary teachers.
b. any proceedings for the layoff of teachers.
c. the content of evaluation of members of the Unit, except for alleged violation, misinterpretation, or misapplication of procedural matters.
d. any attempt to alter or amend this agreement by the filing of a grievance.

10.1.2 Aggrieved. A member of the Unit asserting a grievance or the Association is referred to as the aggrieved.

10.1.3 A party in interest. A Party in Interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

10.1.4 Days. Days as used herein shall mean days members of the Unit are required to serve in a paid capacity.

10.1.5 Representative. A representative is a member of the Unit, Administrator, Association representative, or legal counsel who shall represent any party in interest at his/her election.

10.1.6 Association. Association means the Cupertino Education Association, exclusive representative or designee thereof.

10.1.7 Individual Grievances. Any member of the Unit may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is reached prior to Level III and the adjustment is not inconsistent with the terms of this agreement provided that the employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

10.2 Level I – School Principal/Immediate Supervisor

10.2.1 A grievance will first be discussed with the aggrieved's principal or immediate supervisor with the objective of resolving the matter informally. The aggrieved may have a representative(s) present at this informal meeting.

10.2.2 In the event the aggrieved is not satisfied with the disposition of the grievance, he/she may submit the claim as a formal grievance in writing to the principal or the immediate supervisor.

10.2.3 If the aggrieved has not filed a claim within ten (10) days after speaking with the principal or immediate supervisor informally, the grievance will be deemed to have been waived.

10.2.4 If a formal grievance has been filed, the aggrieved may: (1) discuss the grievance personally; (2) request that a representative accompany him or her; or (3) request that a representative(s) act on his or her behalf.

10.2.5 The Grievance Form, Appendix D, shall be submitted to the principal or immediate supervisor and forwarded to the subsequent step administrator.

10.2.6 Within ten (10) days after receipt of the written grievance by the principal or immediate supervisor, the principal or immediate supervisor or his/her designee shall meet with the aggrieved and representative(s) if requested by the aggrieved in an effort to resolve the matter and shall render a written decision to the aggrieved and the exclusive representative within ten (10) days after the Level I meeting.

10.2.7 In the event that the aggrieved was not represented by the exclusive representative at the Level I meeting, the principal or immediate supervisor shall transmit a copy of the grievance and his/her proposed resolution of it to the exclusive representative within ten (10) days after the Level I meeting with the aggrieved. (1988)

10.2.8 Within ten (10) days after receipt of a copy of the grievance and the principal's or immediate supervisor's proposed resolution, the exclusive representative shall transmit to the principal or immediate supervisor its written response. Such response shall indicate agreement or disagreement with the principal's or immediate supervisor's proposed resolution. Supporting written rationale shall accompany a position of disagreement.

10.2.9 Within ten (10) days after receipt of the exclusive representative's response to the grievance and the principal's or immediate supervisor's proposed resolution of the grievance, the principal or immediate supervisor shall render a written decision to the aggrieved and send a copy to the exclusive representative.

10.3 Level II — Superintendent or His/Her Designee

10.3.1 If the aggrieved is not satisfied with the disposition of the grievance at Level I or if no decision has been rendered within ten (10) days after presentation of the grievance in writing (Grievance Form in Appendix D), the aggrieved or his/her representative may forward the written grievance to the Superintendent within five (5) days after the decision at Level I or fifteen (15) days after the grievance was presented, whichever is sooner.

10.3.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the aggrieved and representative(s), if any, in an effort to resolve the matter and shall render a written decision to the aggrieved and the exclusive representative within ten (10) days after the Level II meeting.

10.3.3 In the event that the aggrieved was not represented by the exclusive representative at the Level II meeting, the Superintendent shall transmit a copy of the grievance and his/her proposed resolution of it to the exclusive representative within ten (10) days after the Level II meeting with the aggrieved.

10.3.4 Within ten (10) days after the receipt of a copy of the grievance and the Superintendent's proposed resolution, the exclusive representative shall transmit to the Superintendent its written response. Such response shall indicate agreement or disagreement with the Superintendent's proposed resolution. Supporting written rationale shall accompany a position of disagreement.

10.3.5 Within ten (10) days after receipt of the exclusive representative's response to the grievance and the Superintendent's proposed resolution to the grievance, the Superintendent shall render a written decision to the aggrieved and send a copy to the exclusive representative.

10.4 Level III — Arbitration

10.4.1 If the Association is not satisfied with the disposition of the grievance at Level II, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to arbitration in accordance with the provisions of Government Code Section 3543, within twenty (20) days from the receipt of the Superintendent's decision or the expiration of the Level II timeline. In such case, the parties shall request a list of arbitrators from the American Arbitration Association in accordance with American Arbitration Association procedures.

10.4.2 No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration and of the American Arbitration Association shall be divided equally between the Board and the Association or the aggrieved if not represented by the Association.

10.4.3 An arbitrator shall be selected by the following procedure: a representative of the Association and the Board's representative shall select the arbitrator from the American Arbitration Association list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list from the American Arbitration Association by both parties. All grievances reaching the arbitration level shall be numbered. The odd-numbered grievances will give the Board first elimination; even numbered grievances will give the Association first elimination.

10.4.4 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days.

10.4.5 The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure.

10.4.6 Witnesses will be assured that their testimony will be kept confidential unless they choose to make it public.

10.4.7 Within thirty (30) days after conclusion of the hearing the arbitrator shall render an award in writing to the parties in interest. Such award shall be binding on all parties in interest.

10.5 General Provisions

10.5.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.

10.5.2 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year, or as soon after as is practicable.

10.5.3 If a grievance arises from action or inaction on the part of a member of the administration at the level above the principal or immediate supervisor, the aggrieved shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance shall commence at Level II.

10.5.4 The aggrieved may change the designation of a representative(s) at any level during the grievance process. Such change shall be communicated in writing to all parties in interest.

10.5.5 Decisions rendered at Levels I and II of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following the day of receipt of written decision by the parties in interest.

10.5.6 If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Level II.

10.5.7 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared jointly by the Superintendent or his/her designee and the Association and given appropriate distribution.

10.5.8 If the Association and the Superintendent or the Superintendent's designee agree in writing, the grievance may be brought directly to arbitration.

10.5.9 A grievance may be withdrawn at any level without establishing a precedent.

10.5.10 The parties in interest agree to make available to each other all pertinent information not privileged under law or board policies in their possession or control and which is relevant to the issues raised by the grievance.

10.5.11 No grievance shall be valid unless it shall have been presented at Level I or the Level indicated in Section 10.5.3 within twenty (20) days after the aggrieved knew of the act or condition and its aggrieving nature that formed the basis of the grievance, and if not so presented, the grievance will be considered as waived.

10.5.12 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next Level.

10.5.13 No party in interest shall take reprisals affecting the employment status of any member of the Unit, party in interest, and the Association representative, or any other participant in the grievance procedure by reason of such participation.

10.5.14 The exclusive representative shall be allowed two (2) periods of release time at middle school or 0.4 FTE of release time at elementary school during each school day for a grievance representative to process grievances. The Association will reimburse the District for the cost of one (1) period for a middle school exclusive representative or 0.2 FTE for an elementary school exclusive representative. At Level III, the exclusive representative shall be allowed release time for a grievance representative to attend all grievance sessions. Should the processing of any grievance require that the aggrieved be released from his/her regular assignment, the aggrieved shall be released without loss of pay or benefits. (2013)

10.5.15 Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved's official District Office personnel file.

10.5.16 A disclosure meeting between the parties must take place prior to the arbitration for the purposes of presenting any other grounds or evidence not previously disclosed. Failure to hold such a meeting (due to the perceived lack of additional grounds/ evidence) or to present additional grounds/evidence at such a meeting shall not preclude the assertion of further grounds/ evidence at the arbitration so long as the parties comply with Sections 10.4.2 and 10.5.10 above. (1994)

10.6 Right of Representation

10.6.1 When a member of the Unit is required to appear before the Board or the Administration concerning any matter which could adversely affect the member of the Unit's employment, the member of the Unit's position, or the member of the Unit's salary; the member of the Unit shall be entitled to have a representative of the Association present. Further, when a member of the Unit is required to appear before the Board, the member of the Unit will be advised in writing of the reasons for the requirement.

ARTICLE 11
Organizational Security
Professional Dues and Payroll Deductions

11.1 Dues Deduction Authorization.
Any member of the Unit may sign a form developed by the Association authorizing deduction of exclusive representatives' membership dues. Such authorization shall continue in effect according to the terms and conditions established in the authorization form. Pursuant to such authorization, the employer shall deduct one-eleventh ($1/11^{th}$) of such dues from the regular salary check of the member of the Unit each month for eleven (11) months. Deductions for members of the Unit who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year. (2013, 2019)

11.2 Organizational Membership.
Pursuant to "The Act" the exclusive representative and the Board agree that:

11.2.1 Members who are dues-paying members of the Unit at the outset of this Agreement shall be required to maintain membership according to the terms and conditions established by the Association as contained in the authorization form. (2019)

11.2.2 Members who wish to terminate their dues membership shall do so according to the terms and conditions established by the Association as contained in the authorization form. (2019)

11.3 Hold Harmless Clause

11.3.1 CTA agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the provisions of this Article or their implementation. (2019)

11.3.2 CTA shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

11.4 Forwarding of Dues Deducted.

11.4.1 The Association shall provide the District with a list of members who have completed the authorizations developed by the Association. With respect to all sums deducted by the Board pursuant to this article, the Board agrees to remit promptly such monies to the California Teachers Association accompanied by an alphabetical list of names of members of the Unit for whom such deductions have been made. (2019)

11.4.2 The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article. The parties agree that membership (adding new members, maintaining current members, or dropping members who complete the process with the Association to do so) is entirely a function of the Association, and no part of the Agreement may interfere with the union membership process. (2019)

ARTICLE 12
Teaching Hours

12.1 Length of School Year

12.1.1 The number of duty days in the school year for members of the Unit, except as provided in section 12.1.1 (b) below, shall be one hundred eighty-six (186) duty days which shall be configured as follows: (1999, 2022, 2024)

- 180 Student attendance days
- August workdays (two (2) days): for teacher preparation per Section 12.1.1.2.
- August District workday (one (1) day): for site and District meetings per Section 12.1.1.1.
- Learning Days (two (2) days): Staff Professional Development Days per Section 12.1.1.3.
- District Learning Day (one (1) day): for District-planned activities related to curriculum per Section 12.1.1.1.

a. The parties intend there to be flexibility regarding the scheduling of activities during the August Teacher Workdays and August District Workday. Therefore, the principal, in consultation with the Faculty Advisory Committee, may schedule site/District meetings on the August Teacher Workdays (Section 12.1.1.2) so long as unit members retain the equivalent of two (2) full workdays for professional activities as determined by and at the discretion of the individual teacher during the three workdays in August. (Sections 12.1.1.1 and 12.1.1.2) (2002, 2024)

b. The number of duty days in the school year for the following unit members shall be one hundred ninety-eight (198) duty days, based on a flexible schedule, the configuration/schedule of which shall be planned and coordinated with the approval of the supervisor and communicated to the site administrator(s) with whom the unit member works. For nurses, the schedule shall ensure that at least two (2) nurses are present at all times during the one hundred eighty-six (186) day duty year applicable to unit members not listed below. (1999, 2022, 2024)
   - Psychologists
   - Speech Language Pathologists
   - Program Specialists
   - Nurses

c. The number of duty days in the school year for counselors shall be two hundred six (206) duty days, the configuration/schedule of which shall be planned and coordinated with the approval of the supervisor. (2024)

12.1.1.1 Two (2) of the staff development days (the August District Workday and the District Learning Day) shall be planned by the District. (2002)

12.1.1.2 Two (2) of the August Workdays before the first student day shall be for professional activities as determined by and at the discretion of the individual teacher. (1999, 2002, 2022, 2024)

12.1.1.3 The two (2) Staff Professional Development Days (Learning Days) listed in Section 12.1.1 shall be determined by each site. (2015, 2022)

12.1.1.3.1 Planning for such days and the determination of whether all unit members shall attend one activity or different activities, shall be in consultation with the Faculty Advisory Committee, based on consideration of the following: District

recommendations, priorities and guidelines, and specific site needs and priorities. (2002, 2004, 2022)

Activities planned for and conducted on these days must comply with all applicable criteria set forth in state law and regulation. The Faculty Advisory Committee or the principal may elect to review any such law and regulation prior to the planning of such days. (2002, 2022, 2025)

Activities may include but are not limited to:

- Inservice Presentations
- Professional conferences
- Team Planning
- Individual planning
- Grade level planning
- Individual work time
- Articulation
- Program visitations
- Data Entry and Analysis

The foregoing list of activities is by way of example only, and does not mean that any faculty or unit member may decide that they/he/she is/are entitled to choose among them. In addition, not all unit members may need to participate in the same activities, depending on the relevance and intent, etc., of the activity. (2004)

12.1.2 In addition to the 206 duty days, middle school counselors may be permitted to work additional days by mutual agreement and filling out a timecard for compensation. These additional days will be authorized by the Superintendent or his/her designee. (1999, 2008, 2022, 2024)

12.1.3 Any new state/federal holidays enacted may necessitate adjustment to the calendars to maintain the work year (12.1.1).

12.1.4 Additional voluntary staff planning days may be requested by the site administrator. Such planning days shall be held in the week following the end of student instruction or in the two (2) weeks prior to the beginning of student contact time. Such planning days shall be reimbursed at the per diem pay rate, or at the request of the unit member, district staff development credit will be granted. (1994, 2022)

12.1.4.1 Due to the voluntary nature of these planning days, there shall be no adverse consequences to nonparticipation therein. (1994)

12.2 Duty Week

12.2.1 Members of the Unit shall not be required to perform duties (including required meetings) which when combined with the assigned work day, exceed forty (40) hours of work inclusive of lunch in any week. The required duty week on site shall be thirty-six and one quarter (36.25) hours except as provided in Section 12.2.4. The schedule for the work week, including the beginning and end of the unit member work day, shall be set by the principal or immediate supervisor in consultation with the Faculty Advisory Committee. The schedule for the succeeding school year will be communicated to staff prior to the member's last duty day in June. (2023, 2024)

12.2.1.1 Members of the Unit serving as instructional coaches assigned out of the District office

shall not be required to work more than an equivalent duty day as defined for other unit members (see Section 12.2.1). Such members and their supervisors shall develop a schedule for the workday. (1999, 2022)

12.2.2 A duty-free lunch period of no less than thirty (30) minutes per day shall be provided.

12.2.3 Duty-free time of twenty (20) minutes a day will be provided to all members of the Unit except when required to supervise students. Each member of the Unit shall share such duties equally and each member shall receive a minimum of ten (10) minutes on days she/he stands duty. Relief time shall be in minimum increments of ten (10) minutes and shall not be at the beginning of the work day, tacked on to the lunch period, or at the end of the work day. If afternoon relief time is provided, it will be scheduled during the afternoon instructional period provided that period is two (2) hours or more in length.

12.2.4 Members of the Unit shall perform additional duties when assigned as defined in Article 17.12 within the context of the forty (40) hour workweek. Such duties shall not exceed twenty (20) hours per school year; however, this shall not be construed as a minimum requirement. Members of the Unit serving on School Site Councils shall accomplish these duties within the context of the forty (40) hour workweek. In the event that such additional duties assigned to unit members exceed forty (40) hours in any one (1) week, appropriate adjustments shall be made within that week or subsequent weeks. In addition to the twenty (20) hours of adjunct duties, members of the Unit shall participate in not more than one (1) Back-to-School night as part of their regularly assigned duties. (1996, 2002, 2024)

The parties will agree to maintain a list of adjunct duties, the purpose of which is specifically not to represent an exclusive enumeration of what activities may count toward the required hours. Rather, the sole purpose of such a list is to ensure that performance of activities on the list shall count at any site. The parties intend the list to be updated as needed through the continuous negotiations process. See Article 17.12. (2002, 2015, 2023, 2025)

Adjunct Duty List:

- Open House (Mandatory K-5 Teachers/Early Evening) (2011)
- School Site Council (SSC)
- Elective night
- Faculty Advisory Committee (FAC)
- PTA/home-school club representatives
- Musical/drama performances
- Track meets/dance duty in middle schools
- Department chair
- Site curriculum committees
- Superintendent's Teacher Advisory Committee (2015)
- Safety Committee (2015)
- Leadership Teams
- Student Council Advisor
- Graduation Supervision
- English Language Advisory Committee (ELAC) (2015)
- Science Camp Coordinator (2015)
- Supervision for After School Evening/Weekend Activities
- Supervision of Awards Night and Honor Society Nights
- Sponsoring Student Clubs
- 504 Meetings (2025)

- MTSS Team Meetings (2025)
- IEP Team Meetings (including IEP staffing meetings) (2008, 2025)
- Special Education Fair Hearings (2008)

12.2.4.1 Unit members shall use the "Teacher's Adjunct Duty Log", which shall be provided to members on the District website (currently on staff portal), to track adjunct duty to verify the amount of adjunct duty each member performs. (1996, 2016, 2024)

12.2.4.2 Adjunct duties which are performed beyond the required hours shall be compensated at the adjunct duty pay rate. Unit members shall inform their principal if their assigned adjunct duty is projected to exceed the required hours. Unit members are responsible for submitting adjunct duty time cards to their principal. They shall submit their last adjunct duty time card prior to the last day of school. (1996, 2022, 2023)

12.2.4.3 The parties acknowledge that while the allocation of adjunct duty hours to specific activities will vary to meet the unique needs of each site, the following principles and guidelines apply: (2018)

a. The time afforded to specific adjunct duty activities should be equitable across the District to fairly reflect the time actually spent on such activities. (2018, 2022)

b. The number of adjunct duties and the hours should reflect a ratio based on the number of staff members and required hours. If additional duties cannot be covered due to staff size, FAC and the site administrator shall prioritize duties to be covered for the year, and eliminate non-priority duties from the list for that year. (2022, 2023)

c. Issues that may arise regarding section (a) above should first be addressed at the site level. Unresolved issues should be referred to the Human Resources Department and the Association President/Designee for consultation and problem-solving. (2018, 2022)

d. Teachers shall, if they elect, provide input through FAC prior to the end of each school year on the actual time spent in adjunct duty activities which shall inform the subsequent year's allocation of time consistent with section (a) above. (2018, 2024)

12.2.5 Full-time members of the Unit at middle schools, except middle school counselors, shall have two hundred fifty (250) minutes per week set aside exclusively for preparation, planning, and upon prior arrangement, conferencing with parents and students.

12.2.6 TK–5 members of the Unit shall have at least two hundred fifty (250) minutes per week set aside for the purposes above.

12.2.7 In the event of a schedule conflict, classroom teachers and counselors may be assigned to no more than two (2) schools in the District during the regular school year. (1996)

12.2.8. Faculty meetings may extend to a maximum of 120 minutes per month only in the following circumstances.

a. When necessary to meet an "emergency" as defined in Section 17.14 of this Agreement,

or to meet legal requirements (e.g., CCR); or

b. When the principal and the Faculty Advisory Committee reach consensus to extend the meeting. Absent such consensus, the FAC and principal shall reach consensus on a solution to meaningfully address the subject matter which occasioned the request for the extension. (2002)

12.2.9 The intent of Early Release Tuesdays and Late Start Wednesdays is to provide time for a combination of independent preparation and planning and collaborative staff activities, including but not limited to: staff meetings; department meetings; grade level meetings; professional development; collaborative curriculum/instructional time; or team meetings.

12.2.9.1 It is the parties' intent that the FAC at each site shall take an active role in the creation of the Early Release Tuesdays and Late Start Wednesdays calendar by providing input through discussions with the principal.

12.2.9.2 The tentative schedule for Early Tuesdays and Late Start Wednesdays shall be distributed to FAC before the end of the prior school year and finalized with FAC by the first student instructional day of the subsequent year. The principal shall then provide a tentative annual calendar to the staff by the first instructional day.

12.2.9.3 Utilization of any of the Early Release Tuesdays and Late Start Wednesdays shall be subject to modification when necessary, after communication with the FAC no later than ten (10) days prior to the change and presented to the staff no later than five (5) days before the change. Every effort will be made to distribute a tentative agenda for Early Release Tuesdays and Late Start Wednesdays at least 24 hours prior to the meeting or activity. (2013, 2016, 2022)

12.2.10 Distribution Allocation of Early Release Tuesdays and Schedule on Early Release Tuesdays/Late Start Wednesdays.

12.2.10.1 For elementary schools, Early Release Tuesdays shall be held at all sites each Tuesday that is a designated student school day. These meetings shall begin 15 minutes after the last student early dismissal bell at each site to provide staff and administration time for their after school duties.

12.2.10.1.1 The remainder of time until the end of unit members' duty day shall be defined in section 12.2.9 and allocated as follows: (2025)

- 19 Tuesdays to be used for individual planning or grade level meetings which will be scheduled by FAC and the principal.
- 13 Tuesdays for professional development and/or collaborative and staff meetings with dates determined by the District Office.
- 3 Tuesdays for report card preparation in the two (2) weeks prior to report card due days.

If more or fewer Tuesdays occur in a given school year, the choice of which Tuesday format to be assigned shall be determined through FAC and principal consensus consistent with the proportion of allocation provided above. (2025)

12.2.10.1.2 Unit members shall not be requested or required to attend any meetings, including but not limited to IEP meetings, grade level meetings, staff meetings, or professional development meetings on individual planning

Tuesdays or report card preparation Tuesdays. Furthermore, unit members shall not be requested or required to do any specific type of planning or preparation on that day by their site administrator or the District.

12.2.10.2 For middle schools, Late Start Wednesdays shall be held from the beginning of the duty day and end, approximately 10 minutes before the start of the first period of the day, to allow unit members to get to their first period classroom. Late Start Wednesdays shall align with the purposes and process defined in section 12.2.9. The principal and FAC, through collaboration, shall develop a calendar for the year that provides a rotation of differing collaborative faculty meetings, parent meetings, and individual planning as needed by the site. (2022)

12.2.11 Members of the Unit may be called upon to assist or provide coverage for emergency situations for which no substitute is available. (2022)

12.2.11.1 If a member of the Unit is called upon to provide coverage for another class because a substitute is not available, during their allotted prep time provided in Section 12.2.5 or 12.2.6 above, they shall be compensated at the rate of $75 on an hourly basis (class periods minimally less than an hour e.g., fifty [50] minutes, shall count as an hour). (1996, 2016, 2022)

12.2.11.2 If a unit member is called upon to assist when no substitute is present by accepting additional students, that unit member shall be compensated at the following rates of: one (1) – six (6) students compensated at $75 for up to half a day and $150 for greater than a half day; greater than six (6) students shall compensated at $100 for up to half a day and $200 for greater than a half day. Teachers must submit a time card to the site administrator and/or designee within ten (10) days. (2016, 2022, 2024, 2025)

12.2.11.3 To ensure preparedness for emergency situations for which no substitute is available, each teacher shall prepare three (3) days of lesson plans and materials. Teachers may collaborate by grade level or per subject. (2016)

12.2.11.4 At the beginning of each school year, middle school sites shall create an equitable sub rotation schedule. (2016)

12.2.11.5 As a reference, the District's adopted emergency substitute coverage protocol shall be included in the appendix. The District shall make every effort to avoid pulling 4th and 5th grade teachers who are on release day for report card prep back into the classroom. In the event that they are pulled back to teach due to a substitute shortage, an alternative release day for report card prep will be provided; every effort will be made to schedule this day within the next four (4) days. (2016, 2023)

12.2.12 The length of the instructional day (student contact time) shall conform to established practices. In the event changes are necessary, such changes shall be made by the school principal in consultation with the Faculty Advisory Committee.

12.2.13 The District and site administrators shall make reasonable efforts to avoid scheduling meetings involving K-5 unit members during the five (5) school days following the close of the grading period. (2002, 2008)

12.3 Planning/Preparation Time. Planning and preparation time shall be as set forth in this section for the following self contained general education classroom teachers: (1999, 2008, 2013, 2015)

a. 4th and 5th grade
b. 6th through 8th grade at McAuliffe School
c. Grades 3-4 combination classes

12.3.1 Each self-contained general education classroom teacher shall receive a total of ninety-nine (99) 50-minute sessions for planning and preparation. For teachers whose planning/preparation time falls on a school holiday, every effort will be made to make-up those days during weeks with fewer than four (4) days, parent conference week, or state testing weeks. (2011, 2013, 2015, 2025)

12.3.2 If a general education self-contained classroom teacher does not receive one or more of their planning and preparation sessions in a week due to the absence of a substitute for the teacher's preparation period, they will be compensated at the adjunct duty pay rate for each missed preparation period. (2024)

Classroom teachers must submit a time card to the site administrator and/or designee within ten (10) days of the missed preparation period in order to receive compensation. Human Resources will issue payment for missed preparation periods within two (2) pay periods following receipt of the time card by the employee's immediate supervisor. (2008, 2013, 2022, 2024, 2025)

12.3.3 Planning/preparation time shall not be required to be provided on non-student days, including holidays, learning days, or on any day in a week in which there are fewer than four (4) student days. (2013)

12.3.4 Three (3) release days for grades four and five general education self-contained classroom teachers as well as McAuliffe's grades six through eight teachers shall be provided during each school year. These days shall be used for the purposes of report card preparation. Release dates shall be requested by teachers at least five (5) business days in advance and pre-approved by the principal and the Human Resources Department. (2008, 2011, 2013, 2015)

12.4 Planning/Preparation Time. Planning and preparation time shall be set forth in this section for TK-3 general education classroom teachers so long as the District continues to receive sufficient funding from Proposition 28 (the Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) to maintain the music program that supports this amount of planning and preparation time: (2025)

12.4.1 Each self-contained TK-3 general education classroom teacher shall receive a total of thirty-three (33) 30-minute sessions for planning and preparation. For teachers whose planning/preparation time falls on a school holiday, every effort will be made to make-up these days during weeks with fewer than four (4) days, parent conference week, or testing weeks. (2025)

12.4.2 If a general education TK-3 self-contained classroom teacher does not receive their planning and preparation session in a week due to the absence of a substitute for the teacher's preparation period, they shall be compensated at the adjunct duty pay rate for each missed preparation period. (2025)

Classroom teachers must submit a time card to the site administrator and/or designee within ten (10) days of the missed preparation period in order to receive compensation. Human Resources will issue payment for missed preparation periods within two (2) pay periods following receipt of the time card by the employee's immediate supervisor. (2025)

12.5 Teacher Check-Ins. Each staff and principal shall decide on the procedure for providing information relating to staff members' daily presence on the school site. Teachers leaving campus for lunch during their duty-free period shall check out at the school office and check in upon returning to campus. Teachers shall not leave campus during the duty day without the principal's approval. (2011)

12.6 Travel Requirements. No member of the Unit shall be required, without the member's consent after arriving at the first duty location, to travel more than fifty (50) miles per day to other duty locations in the performance of his/her duties. Such travel shall not be considered preparation time.

12.7 TK-3rd teachers including 3-4 Combo Teachers will receive three (3) onsite release days per school year for the sole purpose of District required assessment. Teachers shall obtain prior approval of their principal with regard to assessment schedules. Teachers shall confer with the principal if additional release time for assessment is necessary. (2004, 2008, 2011, 2013, 2014, 2015, 2018, 2025)

Kindergarten teachers shall receive an additional one (1) onsite release day, above the contractual three (3), for the purpose of completing individual student Early Assessment Tools testing for placement purposes, OR, in lieu of the additional release day, teachers may voluntarily choose to receive one (1) day of adjunct duty pay to assess for placement purposes outside the regular work day. Release dates shall be requested by teachers in advance and pre-approved by the principal and the Human Resources Departments. (2018)

12.8 The school calendar shall be determined through a consult and confer process between the District and the Association Bargaining Team. Each year the parties will consult and confer over another year's calendar irrespective of any reopeners provided by the agreement prior to submission to the school board. (2011, 2022)

12.8.1 Each party shall have the right to reopen negotiations over the work year for bargaining unit members regarding any school year for which the District proposes any of the following changes to the school calendar: (2011)

12.8.1.1 Student School Year Start Date: More than one calendar week before or after the third full week in August. (2011)

12.8.1.2 Student School Year End Date: More than one calendar week before or after the second full week in June. (2011)

12.8.1.3 Recesses: Modification of usual and customary periods in December, February or April (as illustrated by the 2011-2012 calendar) by more than one calendar week. (2011)

12.8.1.4 Thanksgiving Recess: Modification of the full week recess in which Monday through Wednesday are non-duty days. (2011)

12.8.2 The foregoing provisions shall apply to Murdock-Portal in the following manner so long as the school maintains a separate and modified calendar (as illustrated by the 2011-2012 calendar): (2011)

12.8.2.1 Section 12.7.1.1 shall refer to the second full week of August. (2011)

12.8.2.2 Section 12.7.1.2 shall refer to the fourth full week of June. (2011)

12.8.2.3 Section 12.7.1.2 shall refer to October, December, February or April (as illustrated by

the 2011-2012 calendar. (2011)

12.8.2.4 Section 12.7.1.4 shall apply as written. (2011)

12.9 Special Education Teacher Planning/Preparation Time. Special education unit members shall confer with the principal if additional release time is necessary for assessment, IEP planning, parent conference preparation, curriculum development, and/or collaboration. See also Article 16.2.1 (2013, 2015, 2017)

12.9.1 Special Education unit members assigned to work at two (2) or more sites may only be assigned yard duty at one (1) site. (2016, 2025)

12.9.2 TK – 5th grade Resource Specialists and Special Day Class teachers will receive three (3) floating, on-site IEP planning/preparation days. These days shall be scheduled in consultation with the site principal. (2016)

12.9.2.1 Fourth (4th) and fifth (5th) grade Special Day Class teachers will receive an additional three (3) floating, on-site IEP planning/preparation days to compensate for the discrepancy of prep time. These days shall be scheduled in consultation with the site principal. (2016)

12.9.3 Special Education unit members shall be exempt from additional adjunct duty assignments. It is intended that required MTSS meetings, 504 meetings, and IEP meetings completed outside the duty day account for the Special Education teacher's required adjunct duty time. Unit members shall log hours spent on these adjunct duties. See sections 12.2.4.1 and 12.2.4.2 regarding compensation for adjunct duties performed beyond the required hours outside the duty day. (2016, 2017, 2023, 2025)

12.9.3.1 Special Education unit members shall be compensated at the adjunct duty rate for their attendance at the CUSD required monthly special education meeting (effective July 1, 2022) as described in 16.3. Special education unit members shall follow the regular timecard procedure in order to receive such adjunct duty pay. (2022)

12.10 Minimum Days (2020).
There will be four (4) minimum days for all sites elementary and middle schools. On these days, student release time shall be at least 2.5 hours prior to the end of the unit member duty day. The resulting non-instructional time shall be used to engage in professional activities related to monitoring student progress and instructional planning as determined by and at the discretion of the individual teacher. (2023, 2025)

12.11 The District shall provide an appropriate range of teaching and intervention resources to special education staff and general education teachers to meet the differentiated academic and social emotional levels of students (including materials based on learning needs rather than grade level) as cited in (Ed Code 60000-60119). (2022)

Negotiations Teams

Cupertino Union School District

Mike Ghelber

Adolfo Laguna

Sara Brown

Kerstin Johnson

Judy Magaña

Greg Dannis

Date

Cupertino Education Association

Marc Kulla

Mary Ann Cunningham

Loren Fontinel

Suzanne Matheny

Greta Tan

Jessica Beard

Date

ARTICLE 13
Part-Time Employment with Full Retirement Credit
("Willie Brown")

13.1 Provisions. In accordance with the following provisions, eligible unit members will be permitted to reduce their workload to not less than one-half time of regular full-time members and have retirement benefits based on full-time employment. (2011)

13.2 STRS. The District and the member will make the contribution required of full-time members to the State Teachers Retirement System.

13.3 Age. The member must have reached the age of 55.

13.4 Length of Employment. The member must have been employed by the District full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.

13.5 Optional Part-Time Employment. An eligible member must request participation in this program no later than March 1. (2011)

If a participant requests to withdraw from the program to return to regular employment, approval shall be at the sole discretion of the Superintendent based on the needs of the District. If return to regular employment is approved, the member shall be responsible for repaying the District the cost differential of the health and welfare benefits provided the member for the period of time he/she participated in the program. (1988, 2011)

13.6 Salary. The member shall be paid a salary which is the pro-rata share of the salary the member would be earning had the member not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the member makes the payments that would be required if the member remained in full-time employment. Salary placement for these purposes shall include movement on the salary schedule, as if the member remained in full-time employment. The member shall receive fringe benefits as if employed full-time.

13.7 Minimum Part-Time Employment. The minimum part-time employment shall be the equivalent of at least one-half of the time the District required for full-time employment in the member's position. The period of this part-time employment shall not exceed ten (10) school years and shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday. (2019)

13.8 Transfer. Notwithstanding any other provision of this Agreement, the District may require the transfer or reassignment of a member as a condition of participation in the program. (2011)

13.9 Work Schedule. Final determination of the work schedule under which a member will be permitted to participate in this program shall be at the sole discretion of the Superintendent based on the best educational interests of the District and the students it serves. Participants in this program may propose a work schedule to serve for the entire school year on a reduced basis or for a partial school year effective with the 2020-2021 school year. (2011, 2013, 2019)

13.10 Employees working under the provisions of Article 13 shall commit to professional duties including, but not limited to the following: (2011)

- Adjunct Duty equal to percentage of contract,

- Attendance at Back to School Night and Open House for year-long shared assignments,
- Training on new curriculum adoptions, instructional strategies and assessments,
- Parent-teacher conferences, SST, IEP meetings and report card preparation for year-long, shared assignments.

13.11 Unit members who serve on a reduced basis for a partial school year under this Article shall be afforded the opportunity to attend District provided professional development activities which occur during the period in which they are not working. Unit members electing to avail themselves of these opportunities shall make appropriate arrangements through Human Resources. Unit members shall be compensated in the same manner as other attendees for attending professional development activities during a non-working period. (2019)

ARTICLE 14
Retirement Recognition

14.1 Retired former unit members shall be eligible for substituting at a rate which is twenty-five dollars ($25.00) above the District's long-term substitute daily rate for the duration of this contract, not to exceed the annual income level allowed by law. (1999)

14.2 Retirees may elect to earn Social Security/Medicare credits for such substituting, if the law allows. (1992)

14.3 Retiring members electing to substitute shall be permitted to indicate their preference as to schools, grade levels, subjects, and days of the week they would be available.

ARTICLE 15
Negotiation Procedures

15. 1 Contract Reopener Procedure

15.1.1 The parties hereto agree to enter into negotiations over a successor agreement at a mutually agreed date prior to the expiration of this Agreement. (1992)

15.1.2 Any agreement so negotiated shall be reduced to writing and ratified by the parties hereto.

15.1.3 The parties agree to comply with all sunshine requirements within the law. (1992)

15.2 Outside Consultants. The Association and the Board may utilize the services of outside consultants to assist in negotiations.

15.3 Discharge of Duties. The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.

15.4 Released Time - Negotiations

15.4.1 The exclusive representatives shall be allowed release time for five (5) of its members for the purpose of attending scheduled sessions for negotiations.

15.4.2 Representatives of the Association shall be scheduled to participate during working hours in negotiations and impasse procedures (e.g. mediation and fact finding) and shall suffer no loss in compensation pursuant to Section 3543.1 of the Government Code.

15.4.3 An extension of negotiating sessions beyond the member work day shall be by mutual consent.

15.5 Negotiations Representatives. The Board and the Association shall each respectively select their negotiating representatives provided that the Board shall not select a member of the Unit, as herein defined, as its representative, and the Association shall not select as its representative a Cupertino Union School District member who is not a member of the Association's Unit.

15.6 Tentative Agreement

15.6.1 During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

15.6.2 If mutually agreeable, the tentatively agreed upon items shall be reduced to writing and initialed by both parties prior to adjournment of the meeting at which tentative agreement is reached.

15.7 Final Approval. When the Board and the Association reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to and approved by the membership of the Association and the Board prior to implementation.

15.8 Contract Administration (2019)

15.8.1 The CEA President/designee and the Superintendent/designee shall meet as needed to review contract provisions outside of the negotiations forum to determine whether clarification of language or the intent of language is necessary and/or in the best interest of the District and Association in effectively administering the negotiated Agreement. Nothing herein modifies the rights of the parties as contained in Article 10 (Grievance Procedure). (2019)

15.8.2 The CEA President/designee and/or the Superintendent/designee may elect to convene a joint committee representing the parties to carry out the purposes set forth in Section 15.8.1. Release time, if necessary, at no cost to CEA for the CEA representatives, shall be made available for attendance at such committee meetings. (2019)

15.9 Joint Leadership Council (JLC) (2004)

15.9.1 The parties agree that proactive collaboration can help reduce many concerns which arise during the course of the year. By utilizing the expertise of active classroom teachers and other CEA representatives in the District's decision-making process, potential issues and areas of concern can be limited. When issues and concerns do arise, they can be addressed and resolved between decision makers for each organization without the need to negotiate changes to the negotiated agreement. (2019)

15.9.1.1 The area of collaboration that JLC covers are outlined in Article 2.1.2. (2019)

15.9.2 The ability to effect such changes without negotiations is enhanced when the discussion involves individuals in "policymaking" positions within their respective organizations.

15.9.3 The parties agree to establish the JLC to accomplish the purposes described herein. Specifically, issues of District-wide concern shall be brought to the JLC for discussion The JLC may resolve the issues, refer them to the formal negotiations process, or establish a work group to address issues. (2019)

15.9.4 If the JLC is unable to resolve and/or declines to address an issue that is otherwise negotiable, the matter may be referred to the formal negotiations process, which shall ensue according to a schedule to be mutually determined by the parties.

15.9.5 The membership of the JLC shall be as follows. For CEA: President, Bargaining Team Chairperson or designee, and two (2) other CEA designees. For the District: Superintendent and three (3) members of the senior staff appointed by the Superintendent. The JLC may invite other District personnel to attend meetings as needed to contribute information and expertise in an area under discussion. (2019)

15.9.6 The JLC will calendar four (4) meetings to occur each school year, and may schedule additional or fewer sessions upon mutual agreement.

ARTICLE 16
Support Services/Special Education Personnel (1992)

16.1 Music Teachers and P.E. Teachers: Services to be provided and school assignments shall be determined in consultation with the music and P.E. teachers.

16.1.1 P.E./Music teachers shall teach through the last full school day of the school year. P.E./Music teachers are not responsible to make up classes if they are absent, and the district does not provide a substitute teacher or substitute aide. (2024)

16.1.2 P.E./Music teachers shall not be required to use their duty-free lunch, ten (10) minutes break, or two hundred fifty (250) minutes of preparation time (each week) for travel between sites. (2024)

16.2 Special Education Personnel

16.2.1 Special Education Planning/Preparation Time. Special education unit members shall confer with the principal if additional release time is necessary for assessment, IEP planning, parent conference preparation, curriculum development, and/or collaboration. See also Article 12.8. (2013, 2017)

16.2.2 Transfers/Assignments

16.2.2.1 Services to be provided and school assignments shall be determined in consultation with the appropriate support service group. The following factors shall be considered when making assignments: total number of students at a site; number of special education students at a site; types of special education programs at a site to be served; the caseloads of all SPED unit members at the site; and the number of initial assessments. (2024)

16.2.2.2 By the end of the school year, the District shall distribute to all special education personnel a list of all known special education positions for the following year, including locations of such programs. Supplementary lists shall be similarly distributed not less than monthly during the summer.

16.2.2.3 All personnel serving within the provisions of this Article are assigned to a "particular kind of service" and transfer and reassignment procedures shall be carried out within each particular kind of service, exclusive of site locations.

16.2.2.4 Article 6, Transfer and Reassignment, shall apply to each particular kind of service, unless otherwise set forth in this article. (1992)

16.2.2.5 The District shall make reasonable efforts to find a suitable replacement in order to facilitate transfers to general education. Upon request, the specific steps taken to find such replacements shall be communicated to the Association.

16.2.2.6 Teachers who wish to transfer from special education to general education programs may do so pursuant to Section 6.4 (Transfer), including Section 6.4.6 (Priority Transfer). (1994)

16.2.3 Individualized Education Program Team Meetings

16.2.3.1 Released time shall be provided for all members of the Unit required to attend IEP Team during the instructional day.

16.2.3.2 Required attendance at IEP Team meetings and required IST meetings for all members shall be considered as adjunct duty (as defined in Section 12.2.4), when the time

extends beyond the duty day. (2008, 2017)

16.2.4 Fair Hearings

16.2.4.1 Released time shall be provided for all members of the Unit required to attend Fair Hearings during the instructional day.

16.2.4.2 Required attendance at Fair Hearings for all members shall be considered as adjunct duty (as defined in Section 12.2.4), when the time extends beyond the duty day. (2008)

16.2.4.3 The District shall provide advisory personnel to assist all members of the Unit in preparation for a Fair Hearing.

16.2.5 School Psychologists' and Speech and Language Pathologists' Work Year. The number of duty days for all School Psychologists and Speech and Language Pathologists, except those presently on two hundred nineteen (219) days, shall be one-hundred ninety-eight (198) days for this contract. School Psychologists and Speech and Language Pathologists will confer with their supervisors and mutually agree upon a 198-day calendar on or before July 1 each year. Any changes to the agreed upon calendar will be discussed and mutually agreed upon in advance by the school psychologists, speech and language pathologists, supervisor, and Human Resources. (2024)

16.2.5.1 Notwithstanding section 16.2.5 above, the number of duty days in the 2017-2018 and 2018-2019 school years for members of the Unit specified above shall be one hundred ninety-seven (197) duty days (see Article 3, sections 3.1-3.1.3). (2017)

16.2.5.2 School Psychologists and Speech and Language Pathologists (SLPs) shall have four (4) days during their regular 198-day work year to be designated as release time days. These days shall be used for the purpose of IEP report writing. Release dates shall be requested by the Psychologists and Speech and Language Pathologists (SLPs) at least two (2) weeks in advance and be approved by the Director of Student Support Services. School Psychologists and Speech and Language Pathologists (SLPs) can designate on their work calendar these four (4) release days when they submit the calendar or select them as they progress through the year. The four (4) days may be used in whole or in minimum increments of four (4) hours release time. The total number of hours should be included on the form and the hours must be from regular duty days. (2024)

16.3 Group Meetings

16.3.1 The District shall conduct "faculty" meetings with each special education services group on a regular basis.

16.3.2 Such faculty meetings shall comply with the provisions of Article 12.2.8.

16.3.3 Such faculty meetings shall be coordinated with building-level faculty meetings the member is expected to attend. Time spent beyond the ninety (90) minutes per month shall be considered adjunct duty. (Article 12.2.8). (2002)

16.4 Counselors and Resource Specialists

16.4.1 Counselors shall be assigned at each middle school and Resource Specialists at each elementary school. In view of the wide diversity of needs existing in any school and since the strengths of the Counselors and Resource Specialists differ, specific functions will vary from school to school and will be mutually agreed upon by the counselor or resource specialist and principal.

16.4.2 A full-time middle school counselor shall not be assigned as a classroom teacher unless mutually agreed upon by the counselor and site administrator. A part-time counselor shall not be assigned as a classroom teacher during that time the individual is assigned counseling duties unless mutually agreed upon by the counselor and site administrator. These restrictions of assignment shall not apply in the event that reassignment is required due to reduction of services or declining enrollment.

ARTICLE 17
Definitions

17.1 "The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title l of the Government Code of the State of California.

17.2 "Member" and/or "member" as used herein means any member of the Bargaining unit.

17.3 "Unit", as used herein, means the bargaining unit under this Agreement.

17.4 "Board" means the Board of Education of the Cupertino Union School District, sometimes referred to as the District.

17.5 "Superintendent" shall indicate the Superintendent of Schools or the Superintendent's designee.

17.6 "Exclusive Representative/Association" means the Cupertino Education Association, an affiliate of the California Teachers Association and the National Education Association.

17.7 "Days" means days members of the Unit are required to render paid services to the District.

17.8 "Member Duty Week" unless otherwise specifically defined, shall be the hours of employment as provided by Article 12 of this Agreement.

17.9 "Daily Rate" or "per diem" shall be that rate as computed in accordance with the provisions of Section 3.5 of this Agreement.

17.10 "Full-Time Employment Status" or "full-time status" as used herein means employment of a member of the Unit as described in Article 12 of this Agreement.

17.11 "Part-Time Employment Status" or "part-time status" as used herein means employment of a member of the Unit less than that defined for full-time status.

17.12 "Adjunct Duties" as used in this Agreement shall be any duties which are assigned to members of the bargaining unit and which require expenditure of time beyond the normal work day. These duties shall include but not be limited to any task or assignment which has, in the past, been assigned, chosen by, or otherwise distributed among the faculty members, and which does not involve direct instruction of pupils.

17.13 "Principal/Immediate Supervisor" as used in this Agreement means the administrator of one or more schools or offices with responsibility to manage the school or office including the general control and supervision of members assigned to the school or office.

17.14 "Emergency" as used in this Agreement means a sudden unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.

17.15 "Consultation" as used in this Agreement means participation in identifying and analyzing alternative solutions to problems for the purpose of influencing decision-making.

17.16 "Special Education" means specially designed instruction to meet the unique needs of individuals with exceptional needs, whose educational needs cannot be met with modification of the regular classroom, and related services, which may be needed to assist such children who benefit from specially designed instruction.

17.16.1 The parties acknowledge that titles and descriptions of special education services, programs/settings, and personnel often change over time. The definitions set forth in this Article related to special education are intended to be sufficiently general to encompass such changes. (2018)

17.16.2 The parties acknowledge distinctions between special education services (e.g., Specialized Academic Instruction [SAI], Speech and Language), and special education programs/settings (e.g., Special Day Class [SDC]). The definitions set forth in this Article related to special education are intended to encompass such differences. (2018)

17.16.3 Special Day Class (SDC) – A term used to describe a setting in which services are provided to students only when the nature or severity of the disability of the student is such that education in regular classes with the use of supplementary aids and services including curriculum modification and behavioral support cannot be achieved satisfactorily. (2018)

17.16.4 Specialized Academic Instruction (SAI) – SAI services may be provided in general education settings, in a separate class, in a separate facility, or in the community. Specialized academic instruction is the most common service that schools provide. SAI services are adapting, as appropriate to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he/she can meet the educational standards within the jurisdiction of the public agency that apply to all children. (34 CFR 300.26(b)(3)). (2018)

17.16.5 Average Class Size – Total number of special education students being served in self-contained classes throughout the District by classification (mild-moderate and moderate-severe) divided by the total number of FTEs serving this student population. (2018)

17.16.6 Case Load – Caseload maximums are established by the Education Code for Resource Specialists (28) and Speech and Language Pathologists (55). See Article 7 for negotiated caseloads. (2018)

17.17 Members of the Unit shall be designated as falling within the following designations as used in the Agreement:

a. "Regular class teacher"

b. "Special Education Personnel" (e.g., Resource Specialists, Special Day Class Teachers, Adaptive P.E., Nurses, Speech/Language Pathologists, and Psychologists) (2018)

c. "Support Service Personnel" (e.g., librarians, media specialists, ESL teachers, Title programs, music teachers, Chapter I teachers, GATE teachers, resource teachers, counselors). (1988)

17.18 "Domestic Partners" shall refer to registered domestic partners as defined by the State of California. (2008)

17.19 "Child" shall include son or daughter by birth, adoption or ward under the legal guardianship of the member. (2011)

ARTICLE 18
Effect of Agreement

18.1 Complete Understanding. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. However, existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

18.2 Individual Contracts. Any individual contract between the Board and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

18.3 Savings. Should an article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining unaffected articles, sections and clauses shall remain in full force and effect for the duration of this Agreement.

18.4 Association/Management/Board. Each party agrees that it will not take any reprisals against any management member, Board member, or member regarding the administration of the Agreement or any grievance filed hereunder. (1994)

18.5 Signed Copies of Agreement. There shall be two (2) signed copies of the final Agreement for record-keeping purposes. One (1) shall be retained by the District and one (1) by the Association.

18.6 Cost of Printing. The Board and the Association agree to share equally the costs of printing the Agreement.

18.7 No Strike, No Lockout. The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in the Agreement. During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by a member in the Unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Association members or other persons covered by this Agreement.

ARTICLE 19
Management Rights

19.1 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, except as limited by the terms and conditions of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:

19.1.1 To determine and administer policy.

19.1.2 Subject to the provisions of the law, to hire all members, to determine their qualifications and the conditions governing their dismissal, demotion or promotion.

19.1.3 To delegate to the Superintendent and other legally appointed officers, the operation of the school system, its properties and facilities, including but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigation of new educational programs.

19.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms and conditions of this Agreement.

ARTICLE 20
Peer Assistance and Review Program

20.1 Peer Assistance and Review Program

20.1.1 The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist permanent teachers in need of development and/or improvement in the areas of subject matter knowledge, teaching strategies, and teaching methods.

a. An evaluator may refer a permanent teacher to PAR when the Member has received an overall unsatisfactory summary evaluation rating and has been on a written support plan for a minimum of ninety (90) instructional days. (2014)

b. The result of these supports will not supplant the teacher's evaluation. (2014)

20.1.2 The Program's assistance shall be provided through consulting teachers as described in detail in Sections 20.4.2 of this Article. This assistance shall not constitute the evaluation of certificated unit members as set forth in Article 15 of the Agreement and *Education Code 44660,* et seq.

20.2. Definitions Applicable to this Article

20.2.1 "Referred Participating Teacher." A Referred Participating Teacher is a permanent teacher who is required to participate in PAR and has received an overall unsatisfactory summary evaluation rating. (2008, 2014)

20.2.2 "Consulting Teacher." An exemplary teacher meeting the requirements of Section 20.4.2 who is selected by the PAR Panel to provide support to Participating Teachers and/ or beginning teachers. Consulting Teachers are fully released from classroom responsibilities. (2014)

20.2.3 "Evaluator." An administrator or instructional supervisor appointed by the District to evaluate a certificated teacher.

20.2.4 "Joint Panel." The Joint Panel shall consist of five (5) members, three (3) of whom shall be CEA members who are chosen to serve by the Association. The District shall choose two (2) administrators for the Joint Panel. (2014)

20.2.5 "Contracted Consultant." The Contracted Consultant is contracted by the District to assist teachers in the PAR program. The Contracted Consultant may be a retired teacher, a teacher on leave of absence, or an outside consultant with expertise in the specific area where assistance needs to be provided. (2014)

20.3 Program Outline

20.3.1 A Referred Participating Teacher, as defined in Section 20.2.1, must participate in the Program. (2014)

20.3.2 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher's Evaluator in the Plan of Assistance (see Article 9.9.2) which is developed after the Referred Participating Teacher receives an unsatisfactory evaluation as set forth in section 9.12. (2014)

20.3.2.1 The recommendations in the Plan of Assistance shall be considered as part of the Referred Participating Teacher's performance goals for the period of participation in this Program.

20.3.2.2 The Evaluator, Consulting Teacher, and the Referred Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Evaluator in the Plan of Assistance and the types of assistance that will be provided by the Consulting Teacher, including but not limited to those set forth in Section 20.3.3.

20.3.2.3 The Consulting Teacher and the Evaluator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Participating Teacher on an ongoing basis, consistent with the Plan of Assistance.

20.3.2.3.1 Within six (6) school weeks of the assignment of the Consulting Teacher to the Participating Teacher, the Participating Teacher or the Consulting Teacher may petition the Panel for an assignment change. The Participating Teacher may be allowed only one (1) change per year, (2014)

20.3.3 Types of assistance are varied depending upon the deficiencies noted in the Plan of Assistance and may include, but are not limited to the following activities: (2014)

a. providing consultative assistance to improve in the specific areas targeted by the Evaluator or the District Teaching Standards;

b. meeting and consulting with the Evaluator or Designee regarding the nature of the assistance being provided;

c. observations of the Participating Teacher during periods of classroom instruction, followed by feedback to the Referred Participating Teacher; (2014)

d. written evaluation(s) performed by a supplemental evaluator, by request of the Referred Participating Teacher, primary Evaluator or Joint Panel; (2014)

e. allowing the Referred Participating Teacher to observe the Consulting Teacher or other selected Teachers' practices; (2014)

f. attending training in specified teaching techniques or designated subject matter; and (2014)

g. maintaining appropriate records of each Referred Participating Teacher's activities and progress. (2014)

20.3.4 The parties understand that every possible subject matter competency may not be available within the corps of Consulting Teachers, and therefore it shall occasionally be necessary to secure additional assistance from Contracted Consultants to fully address identified areas of needed improvement. In such cases, the Consulting Teachers shall maintain primary responsibility as set forth herein under the Plan of Assistance, but may function more like a case carrier who assures the availability of appropriate resources.

20.3.5 On or before April 1 of each year (subject to modification by the Joint Panel), the Consulting Teacher and the Evaluator shall each complete a written report documenting the results of the Referred Participating Teacher's participation in the Program, consisting of a description of the assistance provided and anecdotal information sufficient to enable the Joint Panel to make its recommendations to the Governing Board (see Section 20.3.5.4).

20.3.5.1 A Referred Participating Teacher shall be entitled to review all reports generated by the Consulting Teacher and Evaluator prior to their submission to the Panel and to have affixed thereto his/her comments. The Consulting Teacher and Evaluator shall provide the Referred Participating Teacher with copies of such reports at least five (5) working days prior to any Panel meeting at which the report will be given. (2014)

20.3.5.2 The reports described in Section 20.3.5.1 shall be included as part of the Referred Participating Teacher's annual evaluation which is placed in the official personnel file. The Evaluator, as the individual officially responsible for the evaluation, retains the right and responsibility to refer to the reports in his/her evaluation. (2014)

20.3.5.3 Only the Referred Participating Teacher and up to two (2) CEA representatives, if requested, may be present for the Consulting Teacher's and Evaluator's reports to the Joint Panel. However, none of these individuals may be present during deliberations of the Joint Panel, which are closed and confidential. The Joint Panel may request additional follow-up information from these individuals. (2014)

20.3.5.4 After receiving the reports described in Section 20.3.5, the Joint Panel shall recommend in writing to the Governing Board (and provide copies simultaneously to the Referred Participating Teacher, Consulting Teacher, and Evaluator) one of the following: (2014)

20.3.5.4.1 That the elements of the Plan of Assistance have been completed and that the Referred Participating Teacher is demonstrating a satisfactory level of performance; or (2014)

20.3.5.4.2 That despite sustained assistance, the Referred Participating Teacher is not able to demonstrate satisfactory performance, and further assistance through the program will not be successful; or

20.3.5.4.3 That continued participation in the Program is recommended. The length of continuation in the 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 another report from the Consulting Teacher pursuant to a schedule determined by the Joint Panel, after which the Joint Panel shall recommend in writing to the Governing Board either Section 20.3.5.4.1 or Section 20.3.5.4.2. (2014)

20.4. Governance and Program Structure

20.4.1 Joint Panel

20.4.1.1 The Peer Assistance and Review Program will be administered by a Panel consisting of five (5) members, three (3) certificated classroom teachers appointed by the Association, and two (2) administrators appointed by the District. There also shall be one (1) alternate each for the teachers and the District who shall be trained and assume Panel duties if needed in the event of a conflict of interest or if a Panel member is unable to perform his/her duties. Qualifications for the teacher representative shall be the same as those for Consulting Teacher. A Panel member's term shall be three (3) consecutive years, the terms to be staggered. The chairperson of the Joint Panel shall be one of the three certificated classroom teachers.

20.4.1.2 The Joint Panel will make all decisions through consensus in the areas of appointments, reports, and recommendations to the Governing Board. Failing consensus, decisions will be made by majority vote of members present. Four (4) Panel members will constitute a quorum for purposes of meeting and conducting business. (2014)

20.4.1.3 The Joint Panel's primary responsibilities include: (2014)

20.4.1.3.1 Reporting to the Referred Participating Teacher, the Evaluator, and the Governing Board its recommendation as set forth in Section 20.3.5 of this Article; (2014)

20.4.1.3.2 Reporting to the Governing Board and the Association as requested or as needed; (2014)

20.4.1.3.3 Selecting and Assigning Consulting Teachers; (2002)

20.4.1.3.3.1 The Joint Panel shall confer with District-recommended Instructional Support Teachers to select a Consulting Teacher. (2014)

20.4.1.3.3.2 The Joint Panel will seek to appoint a Consulting Teacher whose expertise matches the Referred Participating Teacher's area(s) of need as indicated in the Plan of Assistance. (2014)

20.4.1.3.4 Monitoring and reviewing the Consulting Teacher's support to Referred Participating Teachers; (2014)

20.4.1.3.5 Reviewing Consulting Teacher's reports on Referred Participating Teachers;

20.4.1.3.6 The PAR Chairperson will ensure that all panel records regarding the program are forwarded to Human Resources at the end of the year and are filed separately from the individual personnel records, except as set forth in Section 20.3.5.2 in this Article; (2014)

20.4.1.3.7 Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this Article;

20.4.1.3.8 Resolving issues between Participating Teachers, Consulting Teachers, and Evaluators;

20.4.2 Consulting Teacher

20.4.2.1 The minimum qualifications for a Consulting Teacher:

20.4.2.1.1 A credentialed classroom teacher with permanent status and substantial experience in classroom instruction; (2014)

20.4.2.1.2 Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and understanding of District curriculum goals and standards, and mastery of a range of teaching strategies necessary to meet students'

needs in different contexts;

20.4.2.1.3 Ability to work cooperatively and effectively with other teachers and administrators; and

20.4.2.1.4 The District and the Association mutually agree that the parties and the Panel should make every effort to select Panel members and Consulting Teacher who reflect grade level diversity and successful professional experience in the Cupertino Union School District.

20.4.2.2 The Consulting Teacher shall support no more than one (1) teacher at any given time. (2014)

20.4.3 Compensation

20.4.3.1 Joint Panel members will be paid at the adjunct duty rate for up to twenty (20) hours. If additional time is required to perform the tasks outlined in this Article, Joint Panel members shall seek pre-approval from the Assistant Superintendent of Human Resources. (2014)

20.4.3.2 Consulting Teachers will be paid on the teachers' salary schedule plus an annual stipend of $2,000 for time worked beyond duty day. Consulting Teachers will receive their PAR stipend in addition to their Instructional Support Teacher stipend.

20.5 Other Provisions

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

20.5.2 Unit members who perform functions as Consulting Teachers or Panel members under this Article shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to *Division 3.6, commencing with Section 810 of Title 1 of the California Government Code. See Education Code section 44503, subdivision(c).*

20.5.3 All proceedings and materials related to the administration of this Article shall be strictly confidential. Therefore, Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article and to comply with the law. (2014)

20.5.4 A Participating Teacher shall have the right to be represented by Cupertino Education Association (CEA) in any meeting of the Panel to which he/she is called and shall be given reasonable opportunity to present his/her point of view concerning any report being made.

20.5.5 Non-grievability: A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Panel, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program.

20.5.6 Board/District Reservation of Rights: Nothing in this article limits the District and Board's exercise of management rights set forth in Article 19, and specifically Section 19.2

ARTICLE 21
Variances – Site-Based Exceptions (1994)

21.1 Variance Plans – Purpose. It is the objective of the Association and District to encourage initiative and innovation at the work site through site-based decision-making. To promote and achieve this objective, the parties recognize that proposals may be generated which conflict with the negotiated Agreement. In the event of such a conflict, a variance may be warranted. The following variance process is intended to provide the necessary flexibility for site-based decision-making and at the same time protect the integrity of the negotiated Agreement.

21.2 Variance Procedure

21.2.1 In the event a faculty member (including site administrators) or group of faculty members at a school wish to establish an instructional/work program or schedule that varies from the negotiated Agreement, such variance plan shall initially be discussed with the principal. Thereafter, consideration of the plan will be initiated by petition, signed by at least twenty-five (25%) percent of the faculty members at the site, including members of "special groups" assigned to the site (e.g., special education and counselors), and submitted to the Association President and the District Superintendent or designee. The petition must clearly identify which provisions of the Agreement are affected by the variance plan, proposed date of implementation, and duration of the plan.

21.2.2 Upon attainment of twenty-five (25%) percent of the signatures as provided above, a secret ballot shall be conducted by the Faculty Advisory Committee and the principal at the site. The variance plan must receive the support of at least two-thirds (66 2/3%) of the votes cast by faculty members assigned to the site.

21.2.3 Upon attainment of the required vote as provided above, the variance plan shall be submitted in writing to the association president and the District Superintendent or designee for each party's consideration.

21.2.4 Upon approval of the variance plan by both parties, the plan will be implemented according to its provisions.

21.3 Renewal and Recession of Plan. A variance plan may be renewed or rescinded by following the procedure in Section 21.2.

ARTICLE 22
Duration

22.1 This Agreement shall be in effect through 2024-2025, 2025-2026, and 2026-2027. (2024)

2025-2026: The parties shall reopen negotiations over Article 3 (Professional Compensation), Article 9 Evaluations, and up to three (3) articles selected by each party. (2024)

2026-2027: The parties shall reopen negotiations over Article 3 (Professional Compensation) and up to three (3) articles selected by each party. (2024)

22.3 Other articles may be opened by mutual consent. (2011)

22.4 Proposals shall be "sunshined" (presented for public review) at the first regularly scheduled meeting of the Board of Education following the exchange of proposals. Negotiations shall commence within seven (7) days of completion of the sunshine requirements.

22.5 During the third year of the Agreement, the parties agree to reopen negotiations on a successor agreement pursuant to Article 15 herein. (2011, 2017, 2022)

22.6 During the second year of the Agreement, reopeners on negotiations may occur if necessitated by changes in the law which mandate changes in the contract. (2011, 2022)

22.7 In Witness Whereof, representatives of the Cupertino Education and the Cupertino Union School District have signed this Agreement following ratification by both parties. (2022)

ARTICLE 23
Teacher Intern Program

Except as described below, the Agreement between CEA and CUSD shall apply to teacher interns.

23.1 Definition. Interns are unit members who have no credential issued in the United States and are working through the District and a university to obtain a California credential. Interns must hold a California intern credential.

23.2 Salary. Teacher Interns shall receive the full salary provided on cell B of the salary schedule. Interns serving in part-time positions will receive the prorated portion of the salary. Interns with additional units and/or degrees will not receive any additional salary. (2002)

Section 3.23 (Masters degree stipend) of the contract shall apply to interns. (2002)

23.3 Fringe Benefits. Article 4 of the contract shall apply for teacher interns.

23.4 Continuance in the program. A satisfactory performance evaluation will be required to continue in the program.

23.5 Release from the program. The District may at its discretion release the intern from employment with the District at any time after consultation with the university supervisor, principal, and master teacher.

23.6 Employment Status. Interns will be in "intern" status while they are completing the program.

23.7 Employment as Probationary Teachers.

23.7.1 If the District employs an intern who served under a California intern credential upon successful completion of the intern program and receipt of the teaching credential, the intern's status (e.g., first of second-year probationary teacher) will be according to Education Code Section 44466, and the intern will be placed at Step C-2, D-2 or E-2 on the teacher salary schedule if the intern has the semester units to qualify for such placement effective 2002-2003 retroactive to July 1. (2002, 2004)

23.8 Master Teachers. Master teachers will be selected and assigned by the Human Resources Department. Participation by master teachers in this program is voluntary. Upon request, a Human Resources representative will discuss these selections with a CEA representative. Master teachers must have satisfactory performance evaluations and must be permanent teachers in the District. Master teachers will be responsible for helping the intern in areas such as planning and will share ideas regarding meeting the duties of a teacher. Master teachers will receive a stipend of $2,200 per school year for their support to the assigned intern. This amount will remain unchanged subject to future agreement to adjust this specific stipend. This stipend will be pro-rated for part-time interns. (2000, 2004, 2008)

The assistance provided by a master teacher to an intern is an ongoing activity throughout the year. The master teacher's duties include meeting at least once a week with the intern.

23.9 Interns. Interns will participate in the responsibilities of a teacher (prorated for part-time service).

23.10 Evaluation. Article 9 shall apply. Interns will be evaluated on the same timeline as first year probationary teachers. Interns will receive two (2) summary evaluations due on February 1 and thirty (30) calendar days prior to the last day of school.

23.11 Leaves. Article 5 shall apply only as follows: Interns shall be eligible for sick leave (Section 5.1), personal necessity (Section 5.2), military leave (Section 5.3), bereavement (Section 5.5), judicial/official business leave (Section 5.9), and Industrial Accident (Section 5.11).

ARTICLE 24
Americans With Disabilities (ADA) Provision

24.1 The District and the Association acknowledge that both parties have the legal obligation to consider reasonable accommodation for qualified disabled members.

24.2 If the District determines that it must reasonably accommodate a qualified disabled member, that legal obligation may supersede those sections of this agreement in conflict with the duty to accommodate.

24.3 The Association recognizes that the District has the legal obligation to meet with qualified disabled members to discuss reasonable accommodation.

24.4 A unit member seeking accommodation has the right to representation by the Association in discussions with the District regarding such accommodation. Upon such a request, arrangements shall be made for a representative to be present before discussion continues.

24.5 Following discussion with the unit member (and his/her representative if requested), if the District determines that implementation of the reasonable accommodation will conflict with the rights of other members or with provisions of the collective bargaining agreement, and the parties (including the Association) have not already consented to the accommodations offered by the District, the District will give the Association written notice and an opportunity to meet to discuss alternatives before implementation of said accommodations.

24.6 If after discussions the Association disputes the necessity for or appropriateness of the reasonable accommodation, the District will require the unit member to undergo an independent medical examination. In such case, the medical examiner shall determine, in his/her professional opinion:

a. whether in fact a disability exists within the meaning of the ADA, and if so,
b. whether the proposed accommodation will allow the disabled unit member to perform the essential job functions.

24.7 If the examination referred to above answers questions (a) and (b) in the affirmative, and the Association continues to dispute the necessity for or the appropriateness of the reasonable accommodation, at the Association's request, a conference will be held with the Superintendent, attended by Association representatives, the unit member (and/or representative), and a representative from the Human Resources Department. The Superintendent's decision regarding the reasonable accommodation shall be final. The Association agrees to keep medical information related to the reason for the reasonable accommodation confidential, unless the affected member signs a release.

24.8 The District and the Association acknowledge that particular accommodations are intended to meet the individual needs of particular persons. Acceptance by the District and the Association of a particular accommodation shall not obligate either of them to accept the same and similar accommodation for a different individual.

24.9 Any reasonable accommodation provided under the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure. Any action taken to provide an accommodation pursuant to the ADA shall not be subject to challenge through Article 10 (Grievance Procedure), however disputes regarding the use of the procedure herein shall be subject to Article 10 provided that an arbitrator shall have not authority to change or otherwise affect the accommodation made for the member.

24.10 For the purposes of this Article/Section, “member” or “unit member” includes current unit members, members from other bargaining units whose reasonable accommodation involves assignment to a position in this bargaining unit, and new members whose employment in the bargaining unit will involve reasonable accommodation.

ARTICLE 25
Discipline

25.1 Just Cause/Due Process/Right to Representation (2016)

25.1.1 The District may discipline a unit member only for just cause. Discipline shall conform to the principles and procedures of progressive discipline.

25.1.2 This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but shall not apply to suspensions pursuant to Education Code Sections 44939, 44940 or 44942. Discipline under this Article shall not include dismissal or suspension for more than fifteen (15) working days.

25.1.3 The District and the Association agree that discussions with unit members regarding disciplinary action shall be conducted in an appropriately private setting apart from individuals not directly involved in the issue. This shall not constitute a waiver of representation.

25.1.4 Unit members shall have the right to be accompanied by an Association representative at any meeting with an administrator where disciplinary action is contemplated or discussed.

25.2 Progressive Discipline (2016)

The principles and procedures of progressive discipline will be applied except where the serious nature of the offense requires bypassing progressive steps. Whether the serious nature of the offense required bypassing progressive discipline, steps may be submitted to the grievance procedure under Article 10 as described herein. If the recommended disciplinary action is suspension, then Section 25.3.5 shall apply (appeal directly to arbitration). Progressive Discipline steps will include the following:

25.2.1 Verbal Warning: This is a conversation between the administrator and unit member separate from ongoing work place dialogue, where the nature of the conversation would be understood by a reasonable person to be a warning to the unit member. The administrator may, but is not required to, inform the unit member prior to or during this conversation that a verbal warning is being given. The administrator will provide the unit member with a follow up written notice of communication (e.g., email) confirming the verbal warning. This communication shall not be placed in the official personnel file unless it is later attached to a written warning, written reprimand, or notice of suspension as set forth in this Article.

25.2.2 Written Warning

25.2.2.1 The administrator shall deliver the written warning personally to the unit member. The unit member will sign the written warning to acknowledge receipt; however, this shall not constitute any admission of or agreement to the matters set forth in the written warning. The unit member shall be afforded the opportunity to review and discuss the written warning with the issuing administrator at the time of delivery or within seven (7) workdays thereafter. Thereafter, the administrator shall decide within five (5) workdays, whether to finalize the written warning and whether a copy of the finalized document will be placed in the unit member's school file. This decision shall be communicated to the unit member within the same five (5) workday time frame. The unit member may file a written rebuttal for attachment to the finalized written warning within ten (10) workdays of receipt of the finalized written warning or the conference with the administrator, whichever is later.

25.2.2.2 If it has been decided that the written warning will be finalized, and the verbal warning step has been bypassed, a unit member may request a conference with the Human Resources Administrator. This conference shall take place within seven (7) workdays of the issuing administrator's decision, unless the timeline is unable to be met by the Human Resources Administrator. The Human Resources Administrator's decision regarding deposition of the written warning shall be made within five (5) days of the conference and shall be final.

25.2.3 Written Reprimand

25.2.3.1 The administrator shall deliver the written reprimand personally to the unit member. The unit member will sign the written reprimand to acknowledge receipt; however, this shall not constitute any admission of or agreement to the matters set forth in the written reprimand. The unit member shall be afforded the opportunity to review and discuss the written reprimand with the issuing administrator at the time of delivery or within seven (7) workdays thereafter. Thereafter, the administrator shall decide within five (5) workdays whether to finalize the written reprimand. A copy of the finalized document shall be placed in the unit member's personnel file (subject to Section 25.2.3.2). This decision shall be communicated to the unit member within the same five (5) workday time frame. The unit member may file a written rebuttal for attachment to the finalized written reprimand if done within ten (10) workdays of receipt of the finalized written reprimand or the conference with the administrator, whichever is later. This timeline shall be extended to ten (10) workdays after the Human Resources Administrator's decision if Section 25.2.3.2 is revoked.

25.2.3.2 If it has been decided that the written reprimand will be issued, a unit member may request a conference with the Human Resources Administrator. This conference shall take place within seven (7) workdays of the issuing administrator's decision, unless the timeline is unable to be met by the Human Resources Administrator. The Human Resources Administrator's decision regarding the disposition of the written reprimand shall be made within five (5) days of the conference and shall be final, unless 1) the written reprimand was the first disciplinary step and 2) the unit member chooses to challenge the bypassing of the progressive disciplines steps as specified above. In such case, the unit member may file, within seven (7) workdays of the Human Resources Administrator's decision, an appeal directly to the Superintendent, which shall be considered a Level II grievance under Article 10, Section 10.3.

25.2.4 Suspension

25.2.4.1 In all instances, the length of a suspension shall not exceed fifteen (15) workdays.

25.2.4.2 Notice of suspension will be made in writing and served in person upon the unit member by the Superintendent or designee. A copy will be concurrently provided to the union President; however, inadvertent failure to comply with this requirement shall not constitute reason to affect ultimate disciplinary action, if any.

25.2.4.3 The District will provide an update to a unit member who has been placed on paid administrative leave pending investigation or pursuant to Section 25.4.1 when such leave will extend beyond 30 days.

25.3 Notice of Suspension (2016)
This notice shall contain:

25.3.1 A statement of the specific act(s), infraction(s) or omission(s) upon which the action is based;
25.3.2 Where applicable, the Education Code section, policy, rule, regulation, or directive violated;
25.3.3 The penalty proposed and effective date;
25.3.4 Copies of the documentary evidence upon which the recommendation is based; and
25.3.5 A statement of the unit member's right to challenge the proposed suspension by requesting a hearing within 15 workdays from the date the notice is served, pursuant to arbitration procedures of Article 10, Grievance Procedure, of this Agreement subject to Section 25.4.1 below.

25.4 Arbitration (2016)

25.4.1 Verbal warnings, written warnings, and written reprimands may not be submitted to arbitration other than within the context of a suspension hearing or regarding whether the serious nature of the offense required bypassing progressive discipline steps directly to a written reprimand as described herein. Suspensions may be appealed directly to final and binding arbitration under the grievance procedure in Article 10, Grievance Procedure, of the Agreement commencing with Level III, Section 10.4. The 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.

25.4.2 A unit member who has received a Notice of Suspension may request a conference with the Superintendent, or designee, prior to the suspension hearing, with the intent of seeking resolution other than suspension. The conference shall take place within ten (10) workdays of the unit member's request.

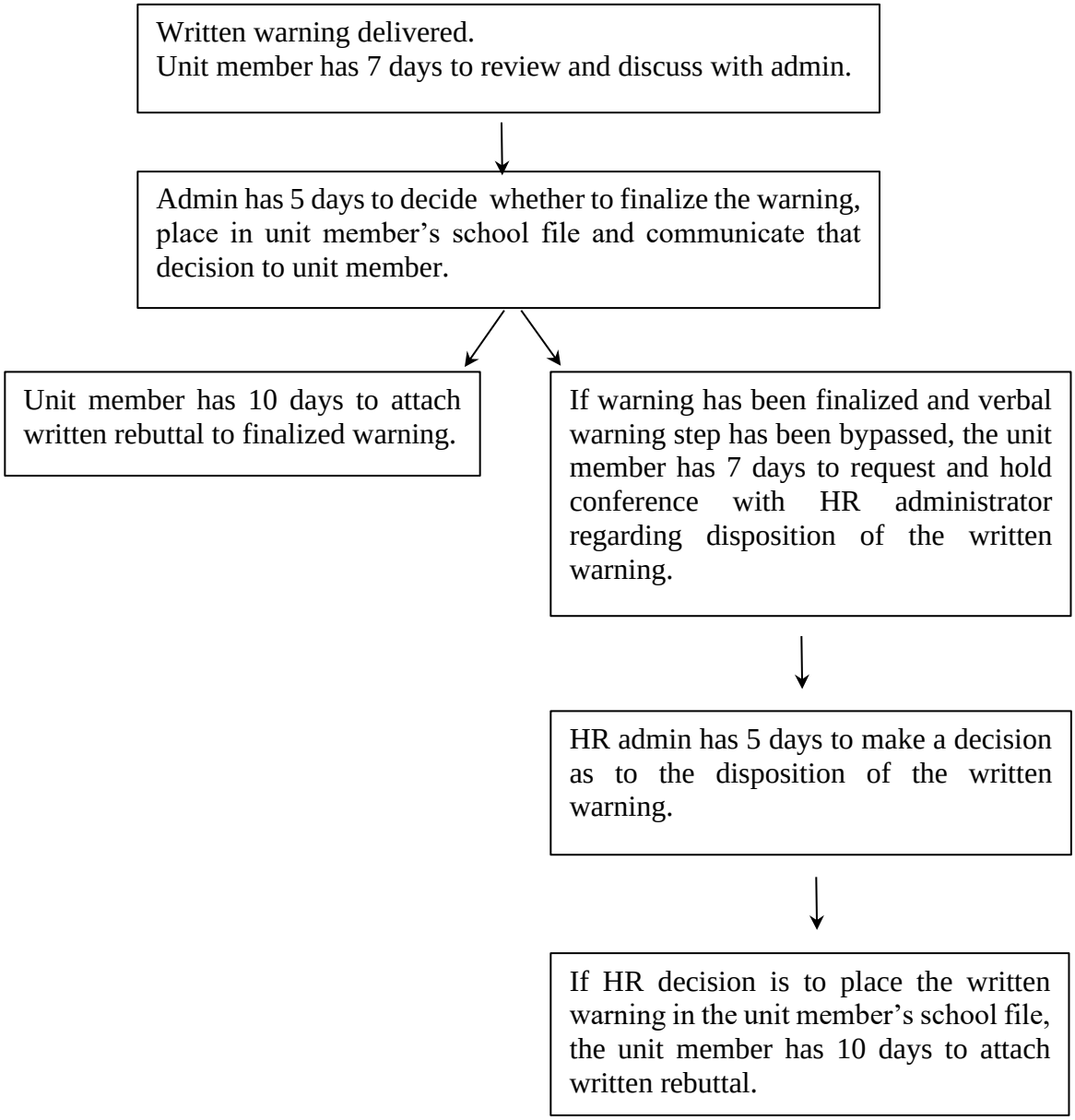
25.5 Confidentiality (2016)
All information or proceedings regarding any actions or proposed actions pursuant to this Article will be kept confidential by the parties to the extent permitted by law.

25.6 Education Code (2016)

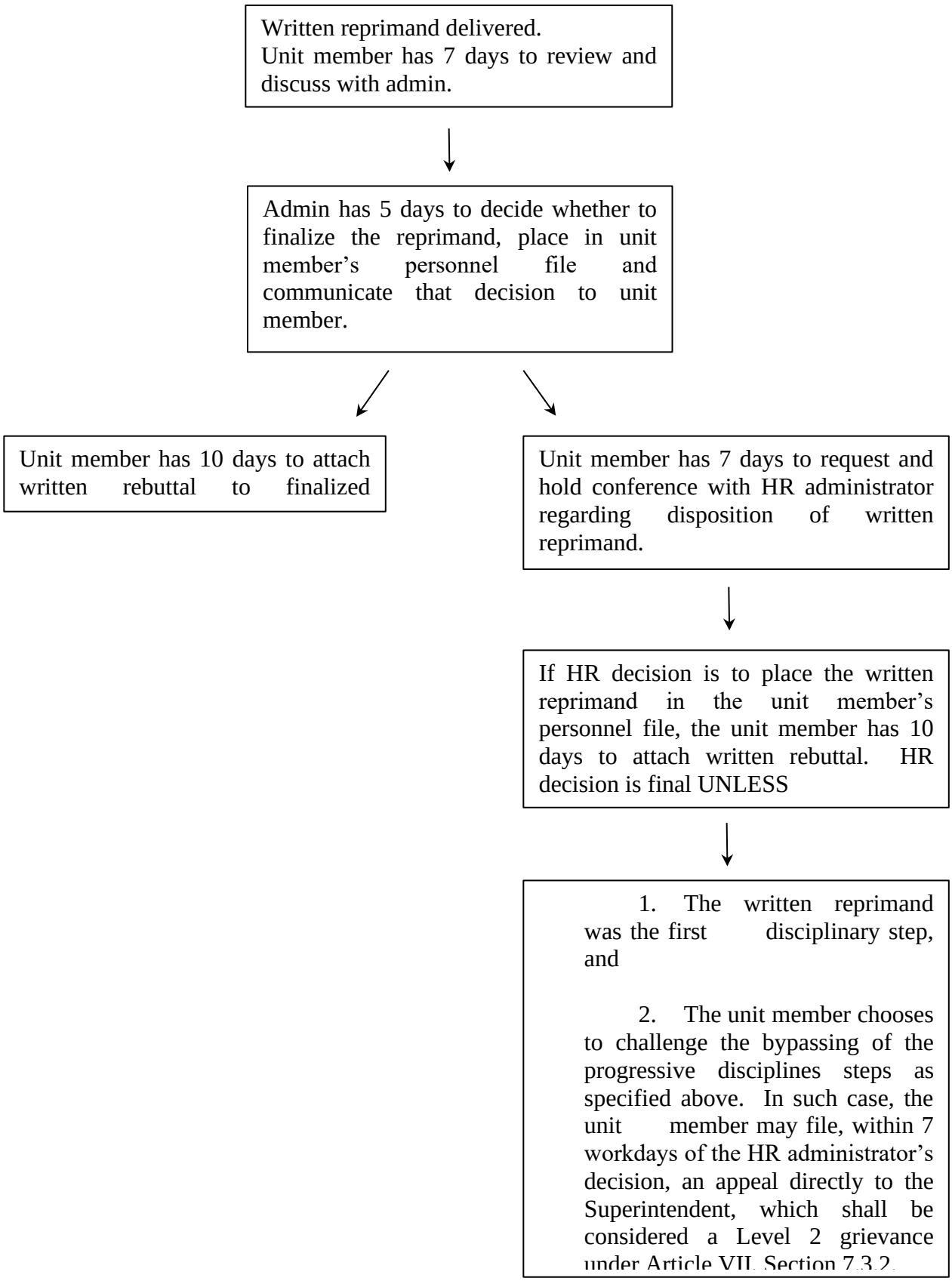
25.6.1 This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code Section 44932 (Grounds for dismissal of permanent employees) and Section 44944 (Conduct of hearing; decision; expenses and costs).

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

Written Warning Flow Chart



Written Reprimand Flow Chart



ARTICLE 26
Shared Contracts

A shared contract is defined as two (2) unit members filling one (1) teaching position (1.0 FTE) where each unit member retains their rights to their 1.0 FTE status upon exiting the Shared Contract. This is different from a Percentage Contract which is found in Article 3, section 3.15. (2023)

26.1 All shared contracts, new and continuing, are subject to annual site administrator recommendation and District approval. If any shared contract is denied, it can be appealed to the superintendent/designee in writing within ten (10) business days of being notified of denial. The superintendent/designee shall respond in writing to the appeal within five (5) business days; this decision shall be final. (2023)

26.1.1 New Job Share Partners: No later than February 1 of the preceding year, new job share partners shall submit to the site administrator where the proposed job share is to be located, a completed Job Share Proposal form. The administrator shall notify the partners of his/her recommendation by February 15. The partners must submit their Job Share Proposal form and site administrator's recommendation to the Associate Superintendent of Human Resources or designee by March 1. (2023)

26.1.2 Continuing Job Share Partners: Job share partners wishing to continue a shared contract in subsequent years must submit their Job Share Proposal form (which may be the same as the previous year) and request recommendation from their site administrator by February 1 of the current year and submit their Job Share Proposal form and site administrator's recommendation to the Associate Superintendent of Human Resources or designee by March 1. (2023)

26.1.3 Exiting Job Share Partners: Job share partners who wish to end their job share partnership shall notify the site administrator and Associate Superintendent of Human Resources or designee by March 1. (2023)

26.2 Members participating in a yearlong job share shall fully participate in the following: (2023)

26.2.1 School/District orientation days*

26.2.2 First Day of School*

26.2.3 Back-to-School and Open House

26.2.4 Site scheduled parent teacher conferences

26.2.5 Learning Days*

*Unit members who work on these days will receive hourly per diem pay.

26.3 A unit member's salary and sick leave shall be prorated based upon the percentage of employment. The District's contribution toward the cost of a unit member's benefits shall be prorated based upon the percentage of employment, subject to the conditions set by the carriers. (2023)

26.4 Unit members who work more than a fifty percent (50%) Job Share Contract shall have that year count as a year of experience for salary purposes. Compliance with section 26.2 above in conjunction with a fifty percent (50%) Job Share Contract shall be deemed to have met this requirement. (2023)

26.5 If either of the job share partners vacates a shared position in order to return to their FTE status held prior to the shared position, both job share partners will be part of the priority transfer process. (2023)

26.6 If a shared contract is not renewed by the District, the Job Share partners shall return to their previous FTE status. (2023)

26.7 Upon request, the District will send written notification to the employee concerning the reason for the rejecting of any job share request. (2023)

APPENDIX A

Cupertino Union School District
TEACHER
2024-2025 SALARY SCHEDULE (July 1, 2024 - December 31, 2024)
(July 1, 2024 - December 31, 2024)

CLASS B Emergency Permit or Waivers or Intern Credentials	CLASS C* Regular Credential, B.A.	CLASS D ** Regular Credential B.A. +45 Semester Units or M.A.	CLASS E** Regular Credential B.A. +60 Semester Units or M.A. +15 Semester Units***	STEPS
$77,780	$78,897	$79,110	$79,966	1
	$79,110	$79,323	$81,032	2
	$79,323	$81,530	$84,014	3
	$79,536	$85,362	$91,317	4
	$82,979	$88,739	$94,910	5
	$86,452	$92,527	$98,650	6
	$89,993	$96,277	$102,645	7
	$93,172	$99,786	$106,390	8
	$96,635	$103,618	$110,223	9
		$107,356	$114,332	10
			$120,650	11
			$124,880	15
			$129,157	19
			$133,345	23
			$147,491	27

*To be eligible for placement on this column, a unit member must hold a valid California Teaching Credential, not including an emergency permit, intern permit, or waiver. See Education Code section 45023.4(a)(1).

** To be eligible for placement on these columns, in addition to the semester units required, a unit member must hold a valid California Teaching Credential, not including an emergency permit, intern permit, or waiver. See Education Code section 45023.4(a)(1).

***Units to apply must have been earned after receipt of Master's Degree.

The annual stipend (A.S.) for National Board Certification is $2,247 payable in monthly installments.
The A.S. for each Advanced Degree is $2,247 up to a maximum of two (2) Advanced Degrees, payable in monthly installments.
The A.S. for Instructional Coach is $5,000, payable in monthly installments. Any future changes to this fixed amount must be negotiated.
The A.S. for a BCLAD is $2,247, payable in monthly installments. Unit members actively teaching Mandarin in CLIP and have a current BCLAD.
The adjunct duty rate is $56.
The overnight stipend is $250.

Career Increments: The Teacher Salary Schedule provides for four (4) career increments in column E at Steps 15, 19, 23 and 27. There is a service requirement at each career increment.

Credit for Service and Additional Units: Vertical progression on the salary schedule is one (1) step for each year of service. Horizontal progression in the salary schedule requires additional) semester units with no time limit. Counselors are placed on the Teacher Salary Schedule according to their years of experience and units. Counselors shall work twenty (20) days beyond the contract duty days.

This schedule is for a 186 day work year.

Date Effective : July 1, 2024
Board Adopted : August 22, 2024

HR/ck

APPENDIX A

Cupertino Union School District
TEACHER
2024-2025 SALARY SCHEDULE
(January 1, 2025 - June 30, 2025)

CLASS B Emergency Permit or Waivers or Intern Credentials	CLASS C* Regular Credential, B.A.	CLASS D ** Regular Credential B.A. +45 Semester Units or M.A.	CLASS E** Regular Credential B.A. +60 Semester Units or M.A. +15 Semester Units***	STEPS
$79,336	$80,475	$80,692	$81,565	1
	$80,692	$80,909	$82,653	2
	$80,909	$83,161	$85,694	3
	$81,127	$87,069	$93,143	4
	$84,639	$90,514	$96,808	5
	$88,181	$94,378	$100,623	6
	$91,793	$98,203	$104,698	7
	$95,035	$101,782	$108,518	8
	$98,568	$105,690	$112,427	9
		$109,503	$116,619	10
			$123,063	11
			$127,378	15
			$131,740	19
			$136,012	23
			$150,441	27

*To be eligible for placement on this column, a unit member must hold a valid California Teaching Credential, not including an emergency permit, intern permit, or waiver. See Education Code section 45023.4(a)(1).

** To be eligible for placement on these columns, in addition to the semester units required, a unit member must hold a valid California Teaching Credential, not including an emergency permit, intern permit, or waiver. See Education Code section 45023.4(a)(1).

***Units to apply must have been earned after receipt of Master's Degree.

The annual stipend (A.S.) for National Board Certification is $2,292 payable in monthly installments.
The A.S. for each Advanced Degree is $2,292 up to a maximum of two (2) Advanced Degrees, payable in monthly installments.
The A.S. for Instructional Coach is $5,000, payable in monthly installments. Any future changes to this fixed amount must be negotiated.
The A.S. for a BCLAD is $2,292, payable in monthly installments. Unit members actively teaching Mandarin in CLIP and have a current BCLAD.
The adjunct duty rate is $57.
The overnight stipend is $250.

Career Increments: The Teacher Salary Schedule provides for four (4) career increments in column E at Steps 15, 19, 23 and 27. There is a service requirement at each career increment.

Credit for Service and Additional Units: Vertical progression on the salary schedule is one (1) step for each year of service. Horizontal progression in the salary schedule requires additional) semester units with no time limit. Counselors are placed on the Teacher Salary Schedule according to their years of experience and units. Counselors shall work twenty (20) days beyond the contract duty days.

This schedule is for a 186 day work year.

Date Effective : January 1, 2025
Board Adopted : August 22, 2024

HR/ck

APPENDIX B

Cupertino Union School District

NURSE
PSYCHOLOGIST
SPEECH and LANGUAGE PATHOLOGIST
PROGRAM SPECIALIST
2024-25 SALARY SCHEDULE
(July 1, 2024 - December 31, 2024)

SCHEDULE E

	1	2	3	4	5
No Advanced Degree	$110,901	$117,380	$123,737	$129,628	$135,802
One Advanced Degree	$113,148	$119,626	$125,983	$131,875	$138,050
Two Advanced Degree	$115,395	$121,874	$128,231	$134,122	$140,297

1. Salary is for a 198 day work year. Salary adjustments for the length of the work year shall be computed on the basis of the ratio of days worked to total days in applicable work year. Nurse, Psychologist, Speech and Language Pathologist(SLP), Program Specialist, will confer with their supervisors and mutually agree upon a 198-day calendar on or before July 1 each year. Any changes to the agreed upon calendar will be discussed and mutually agreed upon in advance by the supervisor and Human Resources.

2. A maximum of two (2) years previous experience outside the District may be credited for initial placement on the schedule.

3. Psychologist Interns, SLPs and Program Specialists who have not yet earned their preliminary credential shall be paid on Step 1 and shall stay on Step 1 until they complete their credential.

4. When a Nurse's Psychologist's, SLP's or Program Specialist's pay is less on a per diem basis than the per diem pay of a teacher with the same number of years of experience and the number of units required for placement on Column E on the Teacher salary schedule, the Nurse's, Psychologist's, SLP's or Program Specialist's per diem pay shall be paid based on the same per diem rate as the teacher multiplied by the number of days in the Nurse's, Psychologist's, SLP's or Program Specialist's work year.

Date Effective : July 1, 2024
Board Adopted : August 22, 2024

HR/ck

APPENDIX B

Cupertino Union School District

NURSE
PSYCHOLOGIST
SPEECH and LANGUAGE PATHOLOGIST
PROGRAM SPECIALIST
2024-25 SALARY SCHEDULE
(January 1, 2025 - June 30, 2025)

SCHEDULE E

	1	2	3	4	5
No Advanced Degree	$113,119	$119,728	$126,212	$132,221	$138,518
One Advanced Degree	$115,411	$122,019	$128,503	$134,512	$140,811
Two Advanced Degree	$117,703	$124,311	$130,796	$136,804	$143,103

1. Salary is for a 198 day work year. Salary adjustments for the length of the work year shall be computed on the basis of the ratio of days worked to total days in applicable work year. Nurse, Psychologist, Speech and Language Pathologist(SLP), Program Specialist, will confer with their supervisors and mutually agree upon a 198-day calendar on or before July 1 each year. Any changes to the agreed upon calendar will be discussed and mutually agreed upon in advance by the supervisor and Human Resources.

2. A maximum of two (2) years previous experience outside the District may be credited for initial placement on the schedule.

3. Psychologist Interns, SLPs and Program Specialists who have not yet earned their preliminary credential shall be paid on Step 1 and shall stay on Step 1 until they complete their credential.

4. When a Nurse's Psychologist's, SLP's or Program Specialist's pay is less on a per diem basis than the per diem pay of a teacher with the same number of years of experience and the number of units required for placement on Column E on the Teacher salary schedule, the Nurse's, Psychologist's, SLP's or Program Specialist's per diem pay shall be paid based on the same per diem rate as the teacher multiplied by the number of days in the Nurse's, Psychologist's, SLP's or Program Specialist's work year.

Date Effective : January 1, 2025
Board Adopted : August 22, 2024

HR/ck

APPENDIX C

Notice of Grievance

Identity Number _____Date _____

Name _____ School _____

STATEMENT OF GRIEVANCE

_____

STATE THE PROVISION(S) OF THE AGREEMENT ALLEGED TO HAVE BEEN VIOLATED, MISINTERPRETED, OR INEQUITABLY APPLIED

_____

REMEDY DESIRED

_____

If you wish to be represented, indicate below:

_____ Class Action

_____ Self

CEA (Association will inform parties at interest)

Other Designee (List Name) _____

_____

Signature of Aggrieved

RECORD OF TIME

LEVEL	DATE FILED	WITH WHOM
_____	_____	_____
_____	_____	_____

APPENDIX D

Memorandum of Understanding
Between Cupertino Union School District
And Cupertino Education Association

Extra Periods and Exceptions to Contractual Prep Time at Middle Schools

I. Extra Periods

1. Middle school principals may elect to establish "zero periods" at their schools, either within or outside the regular teacher workday. If the zero period falls outside the regular workday, affected Unit member's salaries shall be increased in proportion to their regular salaries.

2. Teacher participation in such zero periods shall be strictly voluntary. The most senior qualified volunteer(s) shall have first entitlement to such assignment(s). If extra periods are offered in subsequent years, a rotation system shall apply, in which the most senior qualified volunteer(s) who have not already taught an extra period shall have first entitlement to such assignment(s).

3. Extra periods shall either be within the school's established staffing allocation (ratio) or funded through non-general fund sources.

4. Due to the voluntary nature of participation in zero periods, there shall be no adverse consequence to nonparticipation therein.

5. It is the District's intent to make every reasonable effort to meet the instructional and/or scheduling and/or facilities needs of middle schools in a manner which obviates the necessity for extra periods.

6. Nothing shall be construed to enable to allow Unit members to teach classes during their contractually provided preparation time; rather, that potential situation is covered exclusively by Part II, Exceptions to Contractual Prep Time at Middle Schools.

II. Exceptions to Contractual Prep Time at Middle Schools

1. Part II of this Memorandum of Understanding reflects the sole, agreed-upon conditions under which a Unit member may be allowed to teach during the prep period set forth in section 12.2.5 of the negotiated agreement.

2. The parties acknowledge that constantly evolving staffing and scheduling needs sometimes result in the need for the District to ask teachers to teach an instructional period in addition to their regular assignment (i.e., during their contractually provided preparation period).

3. Teaching during one's preparation period shall be strictly voluntary. The most senior qualified volunteer(s) shall have first entitlement to such assignment(s). If such assignment(s) are offered in subsequent years, a rotation system shall apply, in which the most senior qualified volunteer(s) who have not already taught during their preparation period shall have first entitlement to such assignment(s).

4. Teachers who teach during their preparation period shall have their salaries increased in proportion to their regular salaries.

5. Due to the voluntary nature of teaching during the preparation period, there shall be no adverse consequence to nonparticipation therein.

6. It is the District's intent to make every reasonable effort to meet the instructional and/or scheduling needs of middle schools in a manner which obviates the necessity for utilizing the "exception" provided herein.

7. The District shall continue to pursue ways to meet its instructional and/or scheduling needs even after an "exception" has been implemented. The exception will be discontinued if such efforts are successful and a change can be made without unreasonably disrupting the education process.

8. The District shall provide reasonable notice to Cupertino Education Association (CEA) during the staffing process to allow the Association to offer input, options, and advice regarding the potential need for an "exception" as provided herein.

III. General Provisions

1. Any alleged violations, and/or misinterpretations, and/or misapplications of this Memorandum of Understanding shall be resolved pursuant to Article 10, Grievance Procedure, of the 1998-2001 negotiated Agreement between the parties.

2. This Memorandum of Understanding is effective for the duration of the 2004-2005 through 2006-2007 agreement. However, both parties agree that renewal of this Memorandum of Understanding shall not be unreasonably withheld and that opposition to such renewal shall be based on objective data based on the implementation of this Memorandum of Understanding.

/s/ Janice Hagerbaumer	/s/ Andy Mortensen
Cupertino Education Association	Cupertino Union School District
April 25, 2005	April 25, 2005
Date	Date

APPENDIX E

1312.1 BP - Complaints Concerning School Personnel

CUPERTINO UNION SCHOOL DISTRICT BP 1312.1
Board Policy

COMMUNITY RELATIONS

Complaints Concerning School Personnel

The Board of Education recognizes the public's right to lodge a complaint against District employees and to expect a thorough and prompt investigation of legitimate complaints. At the same time, the Board wishes to ensure that employees receive due process and are not subjected to unwarranted criticism and complaints.

Every effort will be made to resolve a complaint at the earliest possible stage. Parents/Guardians are encouraged to attempt to orally resolve concerns with the staff member personally.

The Superintendent or designee at his/her discretion may keep a complainant's identity confidential except to the extent necessary to investigate the complaint. The District will not investigate anonymous complaints.

The individual employee involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment, and presentation of facts as the employees sees them. Ultimately, the Superintendent's decision shall be final, although the Board reserves the right to review all complaints and serve as an appeals body at its sole discretion. Complaints related to the Superintendent shall be filed in writing with the Board. The Board may appoint a neutral party to investigate the complaint and report its findings directly to the Board.

LEGAL REFERENCE:

Education Code
33308.1 Guidelines on procedure for filing child abuse complaints
35146 Closed sessions
44031 Personnel file contents and inspection
44811 Disruption of public school activities
44932-44949 Resignation, dismissal and leaves of absences (rights of employee; procedures to follow)
48987 Child abuse guidelines

Government Code
54957 Closed session; complaints re employees
54957.6 Closed session; salaries or fringe benefits

Penal Code
273 Cruelty or unjustifiable punishment of child
11164-11174.3 Child Abuse and Neglect Reporting Act

Welfare and Institutions Code
300 Minors subject to h=jurisdiction of juvenile court

Management Resources:

CDE Legal Advisories
0910.93 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)

Adopted: August 28, 1984
Revised: March 23, 1993; October 24, 1995; January 28, 1997
Reviewed: August 18, 2009
Revised: October 11, 2011

APPENDIX F
School Calendar Dates

District Calendar 2024-2025 (all schools except Murdock-Portal Elementary)

August 12-14, 2024	Teacher Work Days
August 15, 2024	Students Return
September 2, 2024	Labor Day
September 20, 2024	Staff Learning Day
November 1, 2024	Staff Learning Day
November 11, 2024	Veterans' Day
November 25-29, 2024	Thanksgiving Recess
December 23, 2024 – Jan 3, 2025	Winter Recess
January 20, 2025	Martin Luther King Day
February 17-21, 2025	Mid-Year Recess
April 14-18, 2025	Spring Recess
May 5, 2025	Staff Learning Day
May 26, 2025	Memorial Day
June 6, 2025	Last Day of School

Murdock-Portal Elementary School Calendar 2024-2025

July 29-31, 2204	Teacher Work Days
August 1, 2024	Students Return
September 2, 2024	Labor Day
September 20, 2024	Staff Learning Day
September 30-Oct 11, 2024	Fall Recess
November 1, 2024	Staff Learning Day
November 11, 2024	Veterans' Day
November 25-29, 2024	Thanksgiving Recess
December 23, 2024 – Jan 3, 2025	Winter Recess
January 20, 2025	Martin Luther King Day
February 17-21, 2025	Mid-Year Recess
April 7-18, 2025	Spring Recess
May 5, 2025	Staff Learning Day
May 26, 2025	Memorial Day
June 13, 2025	Last Day of School

Number of Certificated Contractual Days = 186
Number of Student Instructional Days = 180

Appendix G
Education Code 49079 – Student Discipline Notification

(a) A school district shall inform the teacher of each pupil who engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

Education Code 48910 – Student Suspension by Teacher

(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

Appendix H
CUSD Substitute Teacher Emergency Protocol

In an effort to minimize disruptions to the learning environment and continue to provide consistent, sound instruction to our students, the following protocol has been developed to address the District wide need for adequate substitute teacher coverage.

Although all staff are required to enter absences into the absence tracking system as soon as possible and no later than the day of their absence, there are times that we face a shortage of substitutes due to extenuating circumstances.

The following protocol will assist in reducing vacancies that may lead to an **emergency subbing** situation:

Human Resources will notify all sites of an impending sub shortage the day prior or as soon as possible. This will allow site administration the opportunity to review the following site staff absence requests and adjust as necessary:

1. All sites will review the following vacancies and adjust as necessary:

    a. 4/5 Report Card Days/TK/K Assessment released teachers
    b. Site release time
    c. 4/5 Pre-Approved Report Card Days; TK/K Pre-approved Assessment Days
    d. TK/K Conference Days

2. Middle School sites will cover vacancies by period subbing with on site staff.

3. Sites with only a Principal administrator assigned will be given sub priority to ensure classroom vacancies are filled by other certificated employees prior to the Principal being assigned the vacancy.

After the above adjustments to vacancies have been exhausted, the following protocol will be utilized to call back teachers participating in Professional Development (PD) as well as utilize other resources **when the sub shortage is deemed an emergency by the Human Resources Department:**

1. Staff attending PD using internal resources, including BTSA observational rounds.
2. Staff attending PD using paid, outside consultants
3. Staff attending PD offsite - in county
4. Staff currently serving as ISTs, Coordinators, Directors, and in extenuating circumstances, EC members.
5. PD offsite - out of county

In addition, the following guidelines will be implemented:

1. Staff released for PD shall be limited to a District total according to the following schedule:

    a. Monday through Friday – A total of 30 attendees

2. Scheduled PD will be posted on the Instructional Department calendar that is accessible through the Outlook calendar. Sites shall access this calendar and check dates prior to scheduling on site PD.

Appendix I

MEMORANDUM OF UNDERSTANDING BETWEEN CUPERTINO UNION SCHOOL DISTRICT AND CUPERTINO EDUCATION ASSOCIATION January 12, 2022

CUSD School Closures

The parties agree as follows:

1. An affected unit member is defined as having worked in either Meyerholz, Muir, Regnart, Dilworth, Lincoln, Eaton, and Blue Hills during the 2021-2022 school year.

   An affected closing school unit member is defined as having worked during the 2021-2022 school year: in either Meyerholz, Muir, or Regnart; any SDC program closed or moved due to 2022-2023 school closures; and unit members who provide special education services (Special Education Teachers, Resource Specialists, Speech and Language Pathologists, Psychologists, and other service providers).

   An affected consolidated school unit member is defined as having worked in either Dilworth, Eaton, CLIP, Lincoln or Blue Hills.

   Affected unit members who provide special education services (Special Education Teachers, Resource Specialists, Speech and Language Pathologists, Psychologists, and other service providers) will be afforded all of the rights and protections of this MOU.

2. All affected unit members will be considered Consolidation Priority Transfers.

3. The District Agrees to:
   a. Provide CEA the information regarding student preference and placement by January 14, 2022.
   b. Provide CEA the number of projected FTEs needed per consolidated school site by January 14, 2022.
   c. Provide CEA the new location of SDC classes from closing and consolidating schools by January 31, 2022.
   d. Provide CEA with a list of any other SDC classes that will be impacted (moved, closed, opened) by January 31, 2022.
   e. Consider any Special Education Unit Member who provides services to students or staff whose SDC classes are listed in D above, as affected consolidated school unit members and afforded the rights and protections of this MOU.

4. A Consolidation Priority Transfer form will be collaboratively developed with a representative of CEA, which shall include the affected member's preference for school site and grade level. The form will be finalized no later than January 14, 2022 and provided to CEA. This form will be disseminated to all affected unit members and returned back to the Associate Superintendent of Human Resources by the notification dates as stated in 5 and 6 below. The district will inform all affected unit members of their new assignment no later than March 15, 2022 or April 1, 2022 (based on 5 and 6 below).

5. By January 31, 2022 affected unit members from closing schools (Meyerholz, Muir, or Regnart) including those on non-extended leave, will receive the most up-to-date vacancy list (with openings at Dilworth, Eaton, Blue Hills, Lincoln, or any other current vacancy in the district) and be asked to fill out the Consolidation Priority Transfer form with a maximum of 3 site and grade level preferences.

    a. This form will be electronically distributed via Informed K12. The deadline for turning in preferences is February 18, 2022.
    b. Affected unit members will be placed without an interview.
    c. Affected unit members will be placed in their new assignment based on Consolidation Priority Transfer Form preferences and seniority. There will be no bumping of unit members.
    d. If the affected unit member decides not to choose from the above choices, they will be afforded the opportunity to participate as outlined in 6 below

    e. Teachers who complete and submit the Consolidated Priority Transfer form by February 18, 2022 will be notified of their new assignment by March 4, 2022

6. Affected unit members from closing schools, consolidated schools, including those on temporary employment status who have had a contract extension offered from affected schools, and all unit members from affected schools returning from a non-extended leave:

    By March 7, 2022, affected unit members will receive the most up-to-date vacancy list and will be asked to fill out the Consolidation Priority Transfer form with their (up to 3) site and grade level preferences.
    a. This form will be electronically distributed via Informed K12. The deadline for turning in preferences is March 21, 2022.
    b. Affected unit members will be placed without an interview.
    c. Affected unit members will be placed in their new assignment based on Consolidation Priority Transfer Form preferences and seniority. There will be no bumping of unit members. The placement of affected unit members will take place prior to the other Regular Priority Transfer Requests.
    d. Teachers who complete and submit the Consolidated Priority Transfer form by March 21, 2022 will be notified of their new assignment by March 28, 2022.
7. To the greatest extent possible, unit members transferred due to school closure/consolidation will not be assigned to a combination class unless they request it.

8. The District will make every effort to minimize the assignment of affected unit members who are Special Education Teachers, Resource Specialists, Speech/Language Pathologists and Psychologists to not more than one school. Given the varying needs of students, the parties acknowledge this will not always be possible; in such instance(s), the issue will be referred to two (2) representatives chosen by each party to explore alternatives, if any.

9. Affected unit members will not be subject to involuntary transfer for two school years.

10. Affected unit members will stay in their current evaluation cycle.

11. Affected unit members from the closing schools and those under 3.E will be provided up to 25 hours of adjunct duty pay to pack up their classroom and up to 25 hours of adjunct duty pay to unpack in their

new classroom. These affected unit members shall also be provided up to five (5) additional hours for visiting their new workspaces. An affected unit member at a consolidated school who is required to move classrooms by the administration will be provided up to 25 hours of adjunct duty pay to pack up their classroom and up to 25 hours of adjunct pay to unpack in their new classroom due to school consolidation. All other unit members at an affected consolidating school who elect to move to a different school, will be provided moving compensation as per Article 6.5.7 (up to 16 hours of adjunct duty pay for packing and 16 hours of adjunct duty pay for unpacking). All affected unit members will submit a timecard for moving compensation to their administrators per current practice.

a. School Psychologists, SLPs, and other part-time itinerant staff from the closing schools and CLIP and those affected by impacted SDC classes (3.D.) will be provided with one day of adjunct pay (up to 8 hours) to pack and one day of adjunct pay (up to 8 hours) to unpack.

b. The District will provide, boxes, tape, and labels to affected closing school unit members by January 14, 2022. For all other affected members, packing supplies will be provided by The District upon notice of transfer but no later than April 8, 2022.
c. The District will move all marked items, including boxes and furniture, from the affected member's classroom/office. CUSD will move all items in the member's classroom, including personal items, but will not be responsible for broken personal items if the unit member chooses to have CUSD move such items.
d. The District will provide packing and safety guidelines for affected unit members by January 14, 2022.
e. Unit members shall take their own District assigned laptop with them. In addition, unit members may take the Document Camera, any other district provided technology equipment and district curriculum (if staying with the same grade level) with them. Unit members from the closing schools will pack up and label all current district-adopted curriculum. Packing obsolete, outdated materials is not the responsibility of the unit member.
f. Each classroom at the consolidated schools will be equipped with the technology needed for instruction (including at minimum a document camera and projector) and complete sets of grade level curriculum needed for instruction.
g. Affected unit members will have full access to their new workspace by July 1. Classrooms will be cleaned and cleared of all unneeded materials prior to that date.
h. The District will provide a list of available furniture and other supplies to affected unit members to furnish their new workspaces by March 28, 2022. Unit members have the option to take current furniture to new assignment.

12. Each consolidated school site principal in collaboration with the FAC, will provide multiple opportunities for developing the new school culture, vision, and team building for incoming staff and community members from closing schools, and staff and community members staying at the consolidated school site.
    a. Site administrators shall offer up to 8 hours of adjunct duty pay to each unit member of their staff to be used for team/community building within the first two months of the school year. These activities are optional for unit members.
    b. The site administrator of each consolidated school site will establish a planning committee consisting of FAC members from consolidated school and closing school to consult and confer

on the logistics of the consolidation (e.g., where unit members are placed and other aspects of actual implementation at the site).

c. In collaboration with the district Transition Advisory Team, a transition team will be formed at each of the consolidated sites. This team will include a CEA representative and, if feasible, FAC members (accounting for schools with small FACs). The site transition team shall also endeavor to include parent and/or community members from closing and consolidated schools on their teams. Under the guidance of the District Transition Advisory Team, each site transition team will develop a plan, including community activities, to be used at their school site to blend communities from the closing and consolidating schools.

13. The final, ratified negotiated agreement between the parties for the 2021-2022 school year shall include the addition of the following section to the collective bargaining agreement:

    6.8 Closing/Consolidating Schools
    6.8.4 The parties' "School Closure MOU" dated January 12, 2022 is attached to this Agreement as Appendix I for reference only for the purpose of informing the parties should the need arise to address additional school closures (after the 2022-2023 school year) in a subsequent MOU.

This MOU shall remain in effect through the end of the 2022-2023 instructional year, at which time it shall expire automatically.

Dated: ~~1/13/2022~~

For the District:

/*/ Mike Ghelber

Dated: ~~1/13/2022~~

For CEA:

/*/ Kate Lee

Appendix J

TENTATIVE \GREEMENT BETWEEN
CUPERTINO UNION SCHOOL DISTRICT AND
CUPERTINO EDUCATION ASSOCIATION

ARTICLE 9: EVALUATION

The District proposes to form a joint subcommittee to explore current best practices for certificated employee evaluations including but not limited to the following:

1. Establishing a professional growth model based on collaboration between the evaluator and evaluatee, as contrasted with a "compliance" model which can become confused with the discipline process.

2. Shift the emphasis of the evaluation process and evaluation tool to a ~~growth model that is student-centered.~~ more meaningful process for both parties.

3. Provide more flexibility in the format and frequency of the formal evaluation for satisfactorily performing permanent unit members.

The subcommittee shall be comprised of an agreed upon equal number of representatives appointed by CEA and CUSD and shall meet according to a schedule established by the subcommittee. ~~Release time shall be provided if the meeting schedule requires this~~. All meetings shall be conducted during the duty day with release time being provided to unit members.

The goal of the subcommittee shall be to complete its work and make recommendations to the District and CEA negotiations teams for possible modifications to Article 9 and related evaluation forms ~~in sufficient time to allow for completion of such negotiations and implementation of the changes commencing with the 2024-2025 school year.~~ by April 1, 2024, to implement by August 2024 for the 2024-2025 school year**, which may be on a pilot basis.**

Dated: March 10, 2023
For the District:

Dated: 3/10/23
For CEA:
Loren Fontinell
Suzanne Matheny

Negotiations Teams

Cupertino Union School District

Mike Ghelber

Adolfo Laguna

Sara Brown

Kerstin Johnson

Judy Magaña

Greg Dannis

Date

Cupertino Education Association

Marc Kulla

Mary Ann Cunningham

Loren Fontinel

Suzanne Matheny

Greta Tan

Jessica Beard

Date