

Collective Bargaining Agreement

between

Campbell Union School District

and

**Campbell Elementary Teachers Association,
Affiliate of California Teachers Association and
National Education Association**

2013 - 2016

**Tentative Agreement signed:
May 13, 2015**

**Ratified by the Governing Board:
June 4, 2015**

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ARTICLE 1

PREAMBLE AND RECOGNITION

1.1 Preamble

The Agreement is entered into this 1st day of July 2000, between the Governing Board of the Campbell Union School District (“District”) and the Campbell Elementary Teachers Association (“Association”), an affiliate of the California Teachers Association, and the National Education Association.

1.2 Recognition

The Board recognizes this Association as the exclusive representative of all regular, non-administrative certificated employees of the Board, excluding substitute teachers and the following management and supervisory personnel:

Superintendents	Principals
Directors	Assistant Principals
Coordinators	Management Interns

1.3 Job Descriptions

Prior to instituting any changes in the bargaining unit job descriptions, the District will consult with the Association regarding such changes.

1.4 New Certificated Positions

New certificated positions which are established during the term of this Agreement shall first be reviewed by the District and the Association as to their inclusion in the bargaining unit, and shall thereafter be accredited to the unit if the positions share a community of interest with the existing unit. In the event the parties fail to agree on the inclusion or exclusion of the positions, the dispute will be referred to the Public Employment Relations Board for a decision.

ARTICLE 2

NON-DISCRIMINATION

- 2.1 All Articles and provisions of this Agreement shall be applied equitably to all unit members.
- 2.2 This Agreement shall not be applied in an arbitrary, discriminatory or capricious manner.
- 2.3 No unit member shall be treated discriminatorily based on race, color, creed, age, sex, national origin, marital status, sexual orientation, a physical disability, religion, membership in an employee organization or participation in an employee organization.

ARTICLE 3
DISTRICT RIGHTS

3.1 Description of Rights

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its unit members; determine the times of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on matters in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline unit members.

3.2 Limitations of Rights

The District's exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms and conditions of this Agreement, and then only to the extent such terms and conditions are in conformance with law.

3.3 Declaration of Emergency

The declaration of an emergency shall be limited to natural disasters and/or events over which the District has no control. In no event shall the District declare an emergency in order to evade the provisions of this Agreement.

3.4 Arbitrability

The exercise of the discretionary powers reserved to the District by this provision shall not be subject to review by an arbitrator nor subject to the grievance procedure, except that an

arbitrator shall have the authority to determine the applicability of this article to any dispute regarding the violation of application of this Agreement.

ARTICLE 4
ASSOCIATION RIGHTS

4.1 Unit Member Communications and Meetings

- 4.1.1 The Association shall use the school mailboxes and bulletin board spaces provided that it gives the District and principals copies of general mailings and announcements. All items for bulletin boards must contain the date of posting, the identification of the Association and shall not be obscene or defamatory. All postings on bulletin boards shall be done by an authorized Association representative. It is understood that any member of CETA is eligible to be an authorized representative. The Association shall provide the District with a list of authorized representatives as soon as possible.
- 4.1.2 The Association may use District mail services to the extent permitted by law.
- 4.1.3 The names of all unit members listed by location shall be provided to the Association without cost as soon as possible after the beginning of the school year. Upon the Association's request, a second updated list shall be provided to the Association prior to the end of each February.
- 4.1.4 Prior to the first working day each year, the District shall provide the Association with the names and addresses of all the new unit members who were employed during the summer months, unless the new unit members request, in writing, that their addresses not be provided to the Association.
- 4.1.5 The District directory shall be provided without cost to the Association as soon as possible after printing.
- 4.1.6 During the District's business hours, the District shall provide the Association with access to information which is necessary in order to carry out its duties and responsibilities under the Public Employment Relations Act. Upon request, the District will provide a copy of the requested material. In extenuating circumstances where the material requested is voluminous, the District will allow the Association access to the material, which may then be copied by an authorized Association representative.

4.1.7 The Association shall have the right to use school meeting rooms and conduct Association business subject to availability of space as determined by the site administrator, and provided the Association business does not interfere with the unit members' obligation to the District.

4.1.8 A list of the names of unit members who have been served layoff notices recommending non-reemployment under Education Code Sections 44949 and 44955 shall be sent to the Association within twenty-four (24) hours of the time of service upon the affected unit member.

4.2 Association Leave

4.2.1 Provided advance notice of at least two (2) days is given the District, the Association may designate such members, as it deems necessary, who are Association representatives, to receive paid leaves of absence. The total number of leaves will not exceed fifteen (15) full workdays in each full school year. Additional leave may be granted at the Superintendent's discretion. Leaves of less than one (1) full day may be granted if mutually agreed upon.

4.2.2 The Association President shall be granted paid release time not to exceed forty percent (40%) of his/her full-time equivalent assignment for each year of this Agreement to conduct Association business. The Association shall determine the percentage of the release time up to forty percent (40%). The Association shall notify the District of the percentage release no later than June 30. The scheduling of the release time shall be subject to mutual agreement between the Superintendent and the Association President. The Association shall reimburse the District at the salary schedule placement of Step 7, Column II for the percentage of full-time equivalent release time that the President uses. While on release time as defined by this section, the Association President shall be entitled to the benefits created by Education Code Section 22711 and 44987. Additional release time may be granted at the Superintendent's discretion.

4.3 Dues Deduction

4.3.1 The Association shall be provided continuous payroll deductions of unified dues as provided in the Service Fee and Maintenance of Membership Memorandum of Understanding.

4.3.2 Unit members shall be provided the opportunity for payroll deductions designated for NEA-Fund and ABC.

4.4 Service Fee and Maintenance of Membership

4.4.1 Employee Rights

The District and CETA/CTA/NEA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory. An employee has the right to choose, either: to become a member of the Association; or, to pay to the Association a fee for representation services; or to refrain from either of the above courses of action based upon the grounds set forth in Section 4.4.6 below.

4.4.2 Payroll Deductions

4.4.2.1 The Association shall be provided continuous payroll deductions of unified dues. The Association shall hold the District harmless on account of any problem arising from monies having been deducted and remitted to the Association pursuant to this Section. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.

4.4.2.2 The Association is entitled to a change in payroll deductions of its member(s) provided an authorized Association officer submits a written request to the District for such adjustment; and provided further that at least thirty (30) calendar days prior to the change an authorized

Association officer shall furnish the District with evidence that the Association provided notification to its members of the change. Such changes shall consist of total annual dues change, increase or decrease in dues requirements, and increase or decrease in authorized deductions by a member(s) for Association approved items.

4.4.2.3 The District shall remit all dues collected to the Association with an accompanying alphabetical list of all unit members for whom all dues deductions have been made.

4.4.3 Payment Method and Association Certification Requirements

4.4.3.1 A bargaining unit member who does not fall within the exempted categories as set forth in Section 4.4.6 below, and who has not voluntarily made application for membership in the Association within the thirtieth (30th) day following the date upon which the employee has been formally hired by the District as a bargaining unit member, must as a condition of continued employment in the District pay to the Association a service fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of any unit member who is not a member of the Association.

4.4.3.2 In the event that a unit member does not become a member of the Association or does not pay a service fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in Section 4.4.2 of this Agreement and pursuant to the Government Code.

4.4.3.3 Prior to beginning automatic payroll deduction, the Association will certify to the District in writing that:

- (1) the unit member whose pay is to be affected by the deduction has:
 - (a) refused to join the Association;

(b) refused to tender the amount of the service fee as defined in this Article; and

(c) not applied for an exemption under Section 4.4.6 of this Article; and

(2) the Association is complying with current Public Employment Relations Board regulations regarding “Notification of Nonmember,” “Filing of Financial Reports,” “Agency Fee Appeal,” “Escrow of Agency Fees in Dispute,” and “Filing of Agency Fee Appeal Procedure.”

4.4.3.4 The written certification of 4.4.3.3 above shall be a condition precedent to the District’s collection of the service fee.

4.4.3.5 (1) The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District’s active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

(2) The unit member’s earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees to be deducted.

(3) When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues and service fees.

4.4.4 Amount of Service Fee

4.4.4.1 The service fee collected from bargaining unit members pursuant to Section 4.4.6 shall be that allowed by Government Code Section 3540.1(i)(2).

- 4.4.4.2
- (1) Full-time, non-exempt bargaining unit members hired during the school year shall join the Association or pay a prorated service fee.
 - (2) Part-time, non-exempt bargaining unit members shall join the Association or pay a prorated service fee.
 - (3) Unit members on leave without pay, and unit members who are on laid-off status shall be exempt from these provisions; except that the election as to membership or payment of a fee as set forth in this Article must be exercised within the first ten (10) workdays upon return to paid status.

4.4.4.3 Any dispute as to the amount of service fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board.

4.4.5 Annual Verification of Service Fee by Association

The Association shall file in a timely manner with the District a copy of the written notice required by the regulations of the Public Employment Relations Board to be sent to non-Association members subject to the service fee.

4.4.6 Unit Members Exempted from Obligation to Pay Service Fee

4.4.6.1 Any unit member shall be exempted from the requirements of a service fee if the unit member is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a “public employee organization” as defined by Government Code Section 3540.1(d).

4.4.6.2 An exempt unit member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to a service fee to:

(Any charity jointly agreed upon by the District and the Association which is exempt from taxation under the Internal Revenue Code. Charities shall be non-religious or non-labor organizations.)

4.4.6.3 The unit member shall submit an affidavit to the District and Association explaining the basis for the unit member's objection to the payment of the service fee.

4.4.7 District's Obligations

The District's obligations under this Article are: (1) to notify any unit member who has failed to comply with the provisions of this Section that, as a condition of employment in the District, the unit member must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and (2) deduct from pay appropriate amounts pursuant to Sections 4.4.2 and 4.4.3. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established in this Article.

4.4.8 Hold Harmless and Indemnity Provision

4.4.8.1 The California Teachers Association, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims or disputes which are actually filed against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this Agreement pertaining to representation fee. Reimbursement shall include costs and attorney's fees incurred by the District.

4.4.8.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks

indemnification, and shall attempt to agree whether any action listed above in Section 4.4.8.1 shall be compromised, resisted, defended, tried or appealed.

4.4.8.3 In determining whether or not any action listed in Section 4.4.8.1 shall be compromised, resisted, defended, tried or appealed, the District will defer to the Association's interest if the District does not have a distinct and separate legal interest in the matter in dispute.

4.4.8.4 The District shall not be entitled to be reimbursed for any fees, costs, charges or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth in this Article; nor will the District be entitled to any reimbursement when the District's efforts in defending against an action would be duplicative, or when the District is defending a separate and distinct legal interest or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

4.4.9 Duration of Service Fee Provisions

The service fee provisions contained in this Article shall be for the duration of this Agreement as provided in Government Code Section 3540.1(i)(2).

4.5 Forwarding of Dues Deducted

With respect to all sums deducted by the District pursuant to unit member authorization, the District agrees to promptly remit such monies to the California Teachers Association, accompanied by an alphabetical list of names of unit members for whom deductions have been made.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Definitions

- 5.1.1 A “grievance” is a formal written allegation that there has been a violation, misinterpretation or misapplication of specific provision(s) of this Agreement.
- 5.1.2 A “day” for this Article shall be any day in which the grievant is required to render service to the District.
- 5.1.3 The appropriate designated District representative shall be the management person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances. A member shall be notified if the immediate administrator is someone other than the management person having immediate jurisdiction over the member.
- 5.1.4 The grievant’s representative shall be appointed by the Association, if the grievant wishes to be represented.
- 5.1.5 A “grievant” is any member(s) of the bargaining unit, or Association, asserting a grievance.

5.2 Purpose

The purpose of the grievance procedure is to attempt to secure equitable solutions to grievances at the lowest possible level. The grievant and immediate supervisor should attempt to resolve the grievance at the informal level.

5.3 Procedures

5.3.1 Informal Resolution

- 5.3.1.1 Any grievant shall attempt to present the grievance orally to their immediate supervisor within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The immediate supervisor shall meet with the unit member and attempt to resolve the matter within ten (10) days after the presentation of the grievance.

5.3.1.2 The parties to the grievance may be represented at this conference. The grievant may request an additional five (5) days extension in writing from the Human Resources Office. The extension will be granted if the written request is received by the Human Resources Office prior to the expiration of the time limit in Section 5.3.1.1.

5.3.1.3 Association Grievance: A grievance initiated by the Association may be filed at Level Two subject to compliance with the timelines set forth in 5.3.1.1.

5.3.2 Level One: Formal Written Grievance

5.3.2.1 If the grievance has not been resolved informally, the grievant may present a written grievance on the appropriate form within forty-five (45) days of the act or omissions which gave rise to the grievance, or within forty-five (45) days of when the act or omissions first came to the grievant's attention; or in the exercise of reasonable diligence should have come to the grievant's attention or within 20 days following the informal denial.

5.3.2.2 The written statement of the grievance shall contain:

- (1) A description of the specific grounds for the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- (2) A listing of the provisions of this Agreement which are alleged to have been violated;
- (3) A listing of the reasons the immediate supervisor's proposed resolution of the problem is unacceptable; and
- (4) A listing of specific actions requested of the District which will remedy the grievance.

5.3.2.3 The District's representative shall communicate a written decision and the reasons for the decision to the grievant within ten (10) days after

receiving the grievance. If the District's representative does not respond within the time limits, the grievant may proceed to the next level. Within the above time limits, either party may request a personal conference.

5.3.3 Level Two: Appeal to Superintendent

5.3.3.1 If the grievant is not satisfied with the decision at Level One, or if there has been no response at Level One within twenty (20) days of submission of the formal written grievance, the grievant may appeal the decision in writing to the Superintendent or designee. If the grievant does not appeal in writing within ten (10) days of receipt of the Level One response, the grievance is deemed to be resolved.

5.3.3.2 The written appeal shall include a copy of the original grievance, the decision rendered, and a statement of the reason(s) for the appeal.

5.3.3.3 The Superintendent or designee shall conduct an investigation and, upon request, hold a conference with the grievant. The parties to the grievance may be represented at this conference. Within ten (10) days of the receipt of the appeal or any amendment of the appeal, the Superintendent or designee shall deliver to the grievant a written decision, with the reasons for the decision.

5.3.3.4 If the Superintendent or designee does not respond within the ten (10) day time limitation, the Association may proceed to the next level.

5.3.4 Level Three: Binding Arbitration

5.3.4.1 If not satisfied with the decision at Level Two, the Association may submit a written demand for arbitration to the Superintendent. Only issues which were processed and handled in accordance with the grievance procedure of this Article are subject to arbitration. The grievance is resolved if a written request for arbitration is not submitted within twenty (20) days after the grievant receives the

Superintendent's decision, or if there has been no response at Level Two, within twenty (20) days of the deadline for receipt of the Level Three response.

- 5.3.4.2 Either party may request that the American Arbitration Association (AAA) supply a panel of seven (7) names of arbitrators experienced in public sector grievances. The selection of an arbitrator shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the parties shall be bound by the Voluntary Labor Arbitration Rules of the AAA.
- 5.3.4.3 Within seven (7) days of the selection of the arbitrator, the Superintendent and the grievant or designees shall attempt to agree in writing upon the issue or issues to be submitted to the arbitrator. If they are unable to agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and answers to the grievance at each level.
- 5.3.4.4 The arbitrator shall render a written decision on the submitted issue(s) in accordance with AAA rules after the close of the hearing, or if an oral hearing has been waived, after the final submission of written evidence and final arguments.
- 5.3.4.5 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected in opinions he/she expresses will be confined exclusively to the interpretation of the expressed provision or provisions of the Agreement at issue between the parties. The arbitrator shall have no authority to add to or subtract from, alter, amend, or modify the provisions of this Agreement. The arbitrator's decision within the limits prescribed shall be final and binding upon the parties to the dispute.
- 5.3.4.6 The fees and expenses of the arbitrator and the hearing shall be borne

equally by the District and the grievant. All other expenses shall be borne by the parties incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same. If however, one of the parties declines to share the expenses of the court reporter and subsequently requests a copy of the transcript, that party shall be required to reimburse the other party one-half (1/2) of the cost of the court reporter's services and expenses. The cost of any transcript or any copy of any transcript requested by either party shall be borne by the party requesting same.

5.4 Miscellaneous Provisions

- 5.4.1 Relevant unit member witnesses, the grievant and the grievant's representative shall be provided release time without loss of pay for the purpose of participating at grievance arbitration hearing(s). Witnesses may be placed on on-call status and required to attend the arbitration hearing for only so long as his/her testimony is taken. By mutual agreement, relevant unit member witnesses, the grievant and the grievant's representative shall be provided release time without loss of pay for the purpose of preparing for the arbitration hearing.
- 5.4.2 All documents, communications and records dealing with the processing of a grievance will be filed separately from the participant's personnel file and maintained in the Superintendent's office.
- 5.4.3 No party to a grievance shall take any reprisals against the other party to the grievance because he/she participated in an orderly manner in the grievance procedure.
- 5.4.4 If two or more bargaining unit members have the same grievance in issue and fact, then the grievance shall be consolidated for purposes of hearing and decision; provided further, that the rights of the parties are not prejudiced by the consolidation.
- 5.4.5 Time limits contained in this Article may only be waived by mutual agreement.

- 5.4.6 In the event a grievance is filed at such time that it cannot be processed through all levels of procedure by the last working day of the school year, the time limits set forth in this Article will be reduced upon mutual agreement, so that the procedure may be completed prior to the end of the school year, or as soon thereafter as it is practicable.
- 5.4.7 No grievance shall be arbitrated without the Association's consent.

ARTICLE 6
CLASS SIZE

6.1 Staffing Ratio

The assignment ratio of grade 4-8 students to classroom teachers shall be thirty (30) students to one (1) teacher, based on school site average. The District may staff TK-3 classes up to twenty-four (24) to one (1) teacher, based on site average. Special day students mainstreamed into elementary classrooms thirty-four percent (34%) or more of the day shall be counted in the staffing ratio.

6.1.1 Should class size for a “Special Day” class exceed twelve (12) students, the Special Education Director and the member shall meet to determine what shall be put in place to support the member. Supports may include, but are not limited to educational aide support, release time, training or coaching support. The member may bring a representative or colleague to the meeting.

6.1.2 Special Education Teachers shall not be counted in the site staffing ratio.

6.2 Equalizing Teaching Loads

The District shall attempt to equalize the teaching load for all classroom teachers within similar disciplines and responsibility levels. The process of equalizing class size will be initiated within two (2) weeks of school opening. When setting up classes and equalizing the teaching load, consideration will be given to the teacher serving students with exceptional needs.

6.3 Class Size Support for TK

If a Transitional Kindergarten class has 20-23 students, the District will provide a half day Aide support for the classroom. If a Transitional Kindergarten class has 24 or more students, the District will provide a full day Aide support for that classroom.

6.4 Class Size Overages for K-3

For the period of October 1 – May 31, K-3 teacher shall be compensated \$5 per student per day for each day that class size exceeds twenty-four (24) per class. Payment shall be made in the February paycheck for October 1 – January 31 and in the June paycheck for February 1 – May 31.

6.5 Appeal to Building Advisory Council or Committee

Any unit member having a teaching load which is disproportionate to teaching loads and responsibilities of other teachers of the same type or grade level may request that the Building Advisory Council, established in Section 9.3 of this Agreement, investigate the situation. If the situation is not resolved at the Building Advisory Council level, it will be appealed to the Standing District Advisory Council, which will make written recommendations to the Superintendent in an attempt to resolve the problem. The Standing District Advisory Council shall be composed of three (3) members appointed by the Association and three (3) members appointed by the Superintendent or designee.

6.5.1. If a 4-8 class size reaches 34 in math, science, language arts and/or social studies on or after October 15th, the classroom teacher may appeal to the Principal. If the classroom teacher is dissatisfied with the Principal's response, he/she shall have the right to appeal to the Superintendent or designee.

6.6 Lab Classes

No middle school lab class shall contain more students than the number of student work stations. If a lab classroom must be used for non-lab classroom purposes, this section shall not apply.

ARTICLE 7
EVALUATION PROCEDURES

7.1 Frequency of Evaluation

7.1.1 Probationary/Temporary Unit Members

Each probationary and/or temporary unit member shall be evaluated on a continuing basis. Each probationary and/or temporary unit member shall be given one interim informal evaluation report on or before November 7 and a final evaluation report on or before February 15.

7.1.2 Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members performing satisfactorily shall be formally evaluated once every other year. Permanent unit members shall be provided with an interim report following the first formal observation. The Permanent Interim Evaluation Summary form shall be used unless, by mutual agreement, another form of written feedback is used. Permanent unit members given a rating of “Progress Towards Standards not Evident” in any category on the Formal Evaluation Summary shall be formally evaluated each school year until successful completion of the process described in section 7.7.2 or suspension/termination as described in section 7.7.3.

Permanent unit members, who have been employed at least 10 years with the district, are highly qualified, and whose previous evaluation rates the employee performing satisfactorily, may be formally evaluated once every five (5) years.

7.2 Areas of Evaluation

The District shall evaluate and assess certificated unit member performance as it reasonably relates to professional standards. Classroom teachers will be evaluated on their implementation of the California Standards for the Teaching Profession (CSTP), as noted in Appendix D. Non classroom bargaining unit members will be evaluated using the evaluation templates for the various roles and responsibilities, as noted in Appendix D.

7.3 Use of Publishers' Norms

The evaluation and assessment of unit members' performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

7.4 Notice to Unit Members

No later than October 1 of the year in which the evaluation is to take place, the District shall give unit members to be evaluated a copy of the evaluation procedures, the criteria upon which the evaluation is to be based, the governing board's established standards of expected pupil achievement at each grade level in each area of study, and the identity of their evaluator. In addition, the District shall give each probationary and temporary unit member the name of an experienced person who will provide assistance to the unit member.

7.5 Pre-Conference and Evaluation Plan

No later than October 15, the unit member being evaluated and the evaluator shall meet to establish:

- 7.5.1 Standards to be achieved in the areas described in section 7.2 during the evaluation period and a complete description which may deter the achievement of such standards; and
- 7.5.2 An evaluation plan which shall include the focus of each observation and a preliminary schedule of dates for formal classroom observations, post-observation conferences and the final summary evaluation. For temporary and probationary unit members, the first formal observation shall be conducted no later than November 1; and
- 7.5.3 By mutual agreement, the evaluator and evaluatee may include any of the following as documentation of progress toward meeting District standards in the areas of evaluation described in section 7.2: video tapes, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

7.6 Classroom Observation/Post Observation Conference

Each evaluation plan shall include a minimum of two (2) formal classroom observations. Each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to the formal observations, the District shall give the unit member a minimum of two (2) days' notice. Within five (5) days after each formal observation, the evaluator shall schedule a Post Observation Conference. In addition to the formal observation, the evaluator shall informally observe the unit member at least twice during each evaluation year.

With agreement of both the unit member and the evaluator, the number of formal and informal observations may be reduced to three (3) or two (2) observations.

7.7 Formal Evaluation Summary

7.7.1 Dates for Completion

All final evaluation conferences shall be completed by May 1 except for probationary and temporary teachers for whom the final evaluation report shall be completed on or before February 15th. No later than five (5) duty days after the final evaluation conference, the evaluator shall prepare a Formal Evaluation Summary. The evaluator shall transmit a copy to the unit member and the original to the Human Resources Office. All copies must be signed by the evaluator and the evaluatee.

7.7.2 Addendum to the Formal Evaluation Summary

If the unit member is given a rating of "Progress Towards Standards Not Evident" on any category of the Formal Evaluation Summary, the District must include the following on the Addendum to the Formal Evaluation Summary:

- (a) a list of areas performed in an unsatisfactory manner below District standards;
- (b) a description of improvement required, and programs/people available to provide assistance;
- (c) a time period for demonstrating improvement; and
- (d) a description of methods used to measure improvement.

The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target behavior.

7.7.3 Unsatisfactory Evaluation

If a unit member is rated “unsatisfactory” on a Formal Evaluation Summary, the evaluator shall hold a conference with the unit member prior to the issuance of the Formal Evaluation Summary. The unit member shall be notified of the right to have an Association representative present at the meeting. Dismissal and/or suspension of permanent unit members shall follow the standards and procedures contained in Education Code Sections 44932 through 44945.

A unit member with permanent status must participate in the Peer Assistance and Review Program if he or she receives a Summary Rating of “unsatisfactory” on the Formal Evaluation Summary.

7.7.4 Response to Evaluation

The evaluatee shall have the right to initiate a written reaction or response to the evaluation and that response shall become a permanent attachment to the evaluatee’s personnel file.

7.8 Personnel Files Relating to Evaluations

7.8.1 Materials in unit members’ personnel files are to be made available for the inspection of the unit member involved, except items which are excluded by the Education Code.

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

7.8.3 Information of a derogatory nature, except as provided by law, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment on the information. A unit member shall have the right to enter, and have attached to any such derogatory statement, the unit member’s own comments on the information. The unit member’s review of the information shall take place

during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

7.9 Complaint Procedure

No negative and unsatisfactory evaluations shall be based upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents, and/or citizens unless the following procedures have been followed:

- 7.9.1 If the complaint by a student, parent or citizen about a unit member may be used against the unit member, it shall be reported to the unit member within five (5) working days of the receipt of the complaint.
- 7.9.2 The administration shall inform the unit member of his/her right to have Association/legal representation at any meeting regarding a complaint.
- 7.9.3 Should the involved unit member believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant.
- 7.9.4 If the matter is not resolved to the satisfaction of the complainant, he/she shall put the complaint in writing and submit the original to the unit member's supervisor. The supervisor shall provide a copy to the unit member. The unit member shall be given time during the duty day, without salary deduction, to review the complaint. If no written complaint is received, the complaint shall be dropped.
- 7.9.5. A unit member will be granted the right to meet with the complainant(s) as to the validity and accuracy of the complaint. This section is not intended to supersede any laws protecting confidentiality in reporting incidents falling under the category of sexual harassment.
- 7.9.6 The unit member is provided the right of representation and is informed prior to any meeting which may involve criminal allegations, that the member is entitled to such representation.
- 7.9.7 The unit member has the right to attach written and signed comments to any written complaint filed by the complainant.

7.9.8 If the matter is not resolved and the unit member believes the complaint is false and/or based on hearsay, or that improper procedures were followed, a grievance may be initiated.

7.9.9 False/Unsubstantiated Complaints

Complaints which are shown to be false, or are not sustained by the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

7.9.10 Discrimination Complaints

The complaint procedure set out in section 7.9 shall not apply to the investigation of complaints filed under Federal and/or State law. Complaints Not Subject to This Procedure: Complaints alleging discrimination, harassment and/or suspected child abuse by a unit member shall not be subject to this Complaint Procedure.

7.10 Status in Position

The unit member is allowed to remain in the position until formal charges have been made by the complainant, except in circumstances where the Superintendent may remove the unit member from duty with pay pending investigation of any formal complaint as permitted by Section 16.5.

7.11 Alternative Professional Growth Evaluation Plans

7.11.1 With mutual consent between a permanent unit member and the unit member's evaluator, the unit member may participate in the Alternative Professional Growth Plan. If an evaluator is unable to agree to the unit member's participation in the alternative professional growth evaluation plan, the evaluator shall complete and sign the "Selection of Evaluation Plan" portion of the Teacher Work Plan required by Section 7.5.

7.11.2 Each participating permanent unit member shall develop an action research question and collect evidence through a portfolio to address the research question. Each permanent unit member's plan shall be based on teacher investigation, data

collection, analysis and/or research. Each permanent unit member's plan shall include the related areas of evaluation listed in Section 7.2.

- 7.11.3 Each participating permanent unit member and site administrator shall comply with the timeline established by Article 7 and the dates specified in Section 7.4, Section 7.5, and Subsection 7.7.1.
- 7.11.4 The Alternative Professional Growth Evaluation Plan is attached to the collective bargaining agreement as Appendix D.

ARTICLE 8
ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS

8.1 Assignments and Change of Assignments

- 8.1.1 For purposes of this Article, “assignment” is the designation of a specific position or responsibilities within a school or department or work location. Assignment includes the initial placement of a newly employed bargaining unit member in a specific school or work location as well as the change of a unit member’s position or responsibilities within the same school, department or work location. “Assignment” does not include any extra-curricular duty.
- 8.1.2 Principals will assign bargaining unit members based on the unit member’s credentials, teaching experience in a subject matter or grade level, training, major and minor fields of study, advanced degrees related to the assignment, documented strengths or weaknesses, language needs of the school community, seniority (including the need for experienced staff at higher needs schools), and documented staffing needs for the effective operation of the school. The District shall not change a member’s assignment for arbitrary, capricious or discriminatory reasons.
- 8.1.3 For purposes of this Article, “change in assignment” is any change in a unit member’s “assignment” as defined in Section 8.1.1.
- 8.1.4 Principals shall solicit information from staff regarding assignment requests for the following school year. The principal will consider this input when making staff assignments.
- 8.1.5 The principal shall confer with the unit member to discuss any proposed change of assignment. Written notice of a change of assignment shall be given to a unit member during a conference with the originator of said change prior to the change of assignment. The unit member may request that the specific reasons for the change be given to them in writing.
- 8.1.6 A list of tentative staffing assignments for the next school year shall be posted in at least two (2) conspicuous locations in each school by May 15. The list will also be

sent to the CETA office. Unit members will be notified in writing as soon as possible of any change of assignment made after the close of school.

8.1.7 A change in assignment shall not be made arbitrarily or capriciously.

8.2 Reassignment Due to Layoff

8.2.1 For purposes of this Article, “reassignment” shall be defined as a change to a different program and/or a movement from one work site to another as a result of layoff pursuant to Education Code Section 44955, and which may be necessary to assure the retention of certificated unit members with seniority greater than those laid off. This definition specifically excludes any transfer or change in program assignment which does not result from the District’s obligation to reassign pursuant to Section 44955 of the Education Code.

8.2.2 Any unit member scheduled to be reassigned shall be entitled to a written notice of such reassignment within ten (10) calendar days of the effective date of such reassignment and, in addition, upon request, will be entitled to a conference with the principal and the Superintendent regarding the reassignment, at which time the unit member will be provided with the reasons for the reassignment and with the opportunity to discuss those reasons.

8.3 Unit Member-Initiated (Voluntary) Transfers

8.3.1 For purposes of this Article, a “transfer” shall consist of a change in work location of a unit member from one school or work site to another school or work site within the District. Such a transfer does not encompass the process of assignment to a specific position and responsibilities within the school, or department, or work location. A unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program.

8.3.2 A “vacancy” is any new position, an opening arising from a resignation, retirement, or termination, any position to which a unit member is not assigned or which is not committed for purposes of leaves, unresolved involuntary transfers or layoffs.

- 8.3.3 From August 1 through October 1 of each year, the District retains the right to adjust and add positions without posting them if the openings are due to unforeseen retirements, resignations, and changes in enrollment.
- 8.3.4 When a unit vacancy occurs after October 2 for the current school year, in order to limit disruption, the District may fill the position with an external applicant for the duration of the school year. The position, however, will be listed as an opening for the following year pursuant to Section 8.3.6 below.
- 8.3.5 In order to identify potential opening for the upcoming school year, the District may, at its discretion offer an incentive for early notification of retirement or resignation for any member at step 10 or higher. The incentive will be publicized to members by December 1. The member must submit the retirement or resignation on a Transfer/Change of Status Request form to Human Resources by January 15 to receive the incentive.
- 8.3.5.1 A unit member who has achieved Progress Evident or above on the most recent evaluation may, on the Transfer / Change of Status Request form, designate his/her request to leave the current site. If the request is made for three consecutive years, and the member did not refuse an offer to move during the period, a transfer to another site shall be granted. The transfer destination will be determined by the District with consideration given to employee preference.
- 8.3.6 On or before January 22, a posting will go out internally for all known vacancies for the next school year. Interested applicants shall apply through the District's internal application process. Depending on the number of applicants, there may be an interview process for the position. Internal interviews, if held, will be scheduled by February 28. In the event candidates for a position are substantially equal based on the criteria specified in section 8.1.2, the candidate with the greater seniority shall be recommended. The principal shall make the final decision.

- 8.3.7 The unit member requesting transfer shall be notified on writing within ten (10) working days of the interview by the Human Resources office of the acceptance or denial of the transfer.
- 8.3.8 If a voluntary transfer is denied and the unit member requests reasons for the denial, the appropriate site administrator shall meet with the unit member to discuss the specific reasons.
- 8.3.9 All posting on or after March 1 will be concurrently posted internally and externally.
- 8.3.10 On and after March 1, notices of vacancies shall remain posted for at least five (5) working days. Vacancy notices shall be posted on EdJoin and sent through the District electronic mail system as soon as the District determines that a vacancy exists. The posting shall include the position description and location, grade level or subject matter assignment, credential and other special requirements.
- 8.3.11 Interviews after March 1 shall be conducted by a committee, Each Interview Committee shall include the site administrator or designee and a CETA representative. By June 1 annually the District and CETA will create a list of available CETA representatives from all appropriate grade level groupings/departments to participate in interviews for the following twelve (12) months. Additional Committee members shall be selected by the school staff.
- 8.3.12 The Committee shall submit a recommendation in writing to the principal. In the event candidates for a position are substantially equal based on the criteria specified in Section 8.1.2 the candidate with the greater seniority shall be recommended. The principal shall make the final decision.

8.4 Involuntary Transfer Procedures

- 8.4.1 The District shall seek volunteers before involuntarily transferring a unit member to fill a vacancy unless such unit member is being transferred to improve his/her performance pursuant to Section 8.4.2. Unit members to be involuntarily transferred, other than those being transferred to improve performance pursuant to Section 8.4.2, shall have the right to indicate preferences in writing from a list of known vacancies.

The Superintendent or designee shall honor such preferences, unless extenuating circumstances exist, in accordance with the criteria in Section 8.1.2.

- 8.4.2 An involuntary transfer may be initiated by the District due to: changes in enrollment; school closure and openings; staffing shortages or surpluses within a school and/or department; verified curricular needs; to improve performance as documented by evaluation(s). In a non-evaluation year other substantive documentation may be used to justify an involuntary transfer to improve performance. No unit member shall be involuntarily transferred for arbitrary, capricious or discriminatory reasons.
- 8.4.3 Written notice of an involuntary transfer, and specific reasons when requested by the unit member, shall be given to the unit member during a conference with the originator of said change prior to a final involuntary transfer. Five (5) days notice shall be given before the transfer takes effect.
- 8.4.4 Unit member(s) involuntarily transferred will be placed in open positions comparable as possible to the previously held position(s).
- 8.4.5 No unit member shall be involuntarily transferred to create a vacancy for a unit member who will be transferred to improve performance.
- 8.4.6 Any unit member who is involuntarily transferred shall not be involuntarily transferred for two (2) school years. If the involuntarily transfer is due to enrollment changes, the unit member(s) will have the first rights of return.

8.5 Relocation Assistance

- 8.5.1 When the District involuntarily transfers or involuntarily changes the assignment of a unit member, the District will provide packing materials for the unit member's materials. In addition, the District will transport the boxes and equipment.
- 8.5.2 Unit members involuntarily transferred or involuntarily required to change assignments during the school year shall be given up to three days of preparation time to prepare for the new duties.

ARTICLE 9

HOURS AND DAYS OF EMPLOYMENT

9.1 Professional Day

Unit members shall work a professional day. Unit members shall arrive at the school site at least twelve (12) minutes before the student instructional day and shall be in their classrooms with the door open at least three (3) minutes before the student instructional day begins. A unit member's professional day shall end upon the completion of the unit member's duties unless a "mandatory" meeting (faculty meeting, collaboration time, or training) described in Sections 9.4 and 9.9 has been scheduled.

9.2 Instructional Minutes

Unit members assigned to K-3 classroom instruction shall instruct students in the classroom for no less than 50,220 minutes and no more than 50,520 minutes per school year. Unit members assigned to 4-5 classroom instruction at elementary sites shall instruct students in the classroom for no less than 49,918 minutes and no more than 50,218 minutes per school year. Unit members assigned to classroom instruction at a middle school shall instruct students in the classroom for no less than 46,620 minutes and no more than 46,920 minutes per school year. To meet program needs and provide program flexibility, individual school sites may exceed the minutes specified in this section by complying with the waiver procedures established in Article 18.

9.3 Adjunct Duties

Unit members at each site shall elect at least three (3) unit members to act as the site's Building Advisory Committee. Each site's Building Advisory Committee shall develop a list of adjunct duties, and unit members shall self-select adjunct duties. Unit members employed on partial contracts shall perform adjunct duties on the same basis as their employment bears to full-time employment. If necessary, the Building Advisory Committee shall make final assignments.

9.4 Mandatory Meetings

Mandatory meetings as described in 9.1 shall be scheduled for an average of one meeting per week. At the elementary sites, the weekly meeting will generally be scheduled as follows: two staff meetings, one collaboration and one prep meeting per month. Normally, meetings will be scheduled on Wednesdays. Teachers in middle school may have ten (10) meetings per year beyond the average of one meeting per week. Meetings shall last no more than ninety

(90) minutes. In the event that a mandatory meeting requires more than ninety (90) minutes, the principal reserves the right to extend up to four (4) such meetings to no longer than 120 minutes. An attempt will be made by the administration to notify staff of such an extension as soon as possible but no later than the Friday prior to the meeting. Each site will develop a meeting protocol to maximize the effectiveness and efficiency of the meetings. Generally, meetings should start approximately fifteen (15) minutes after the last student dismissal.

9.5 Coordination with CETA Meetings

In May of each school year, CETA shall give CETA's meeting schedule through December of the next school year to the Assistant Superintendent – Human Resources. The District shall not schedule meetings after 3:30 p.m. on scheduled CETA meeting days.

9.6 Night Meetings

Unit members shall attend one “Back to School” night per school year. Unit members shall also attend one spring event to be determined by the site leadership team. In addition to the site leadership team, CETA may add a representative for consideration of this issue only. Attendance at any other night meetings shall be voluntary for unit members.

9.7 Duty-Free Lunch

Unit members shall have a daily, thirty (30) minute, duty-free lunch period. If the students at the school site have a lunch break longer than thirty (30) minutes, unit members at that site shall have a lunch break as long as the students' lunch break. In the event of inclement weather, unit members' duty-free lunch period may be shorter than the student lunch break.

9.8 Unit Member Preparation Time

The purpose of teacher directed preparation time is to provide classroom teachers the opportunity to plan and conduct activities related to the delivery of instruction and manage the many requirements of the job. Generally, teachers are expected to be on campus during their preparation time. If there is a need for a teacher to leave campus for an activity relating to the delivery of their instruction, the teacher will notify the administrator. Teachers are required to sign out in the school office if leaving campus during their work day.

9.8.1 Middle School

The middle school classroom unit members shall be provided with a daily preparation/consultation period equal to a normal instructional period at that site.

For middle schools on Flexible Schedules, the weekly preparation time shall be equivalent to the weekly amount of time.

9.8.2 Grades 4 and 5 Elementary School

Grade 4 and Grade 5 elementary school classroom unit members shall receive one hundred and eight (108) preparation periods per year during the student instructional day. A preparation period at the grades 4 and 5 elementary school level shall equal fifty (50) minutes. Such preps will be scheduled routinely throughout the year. In addition, the District shall provide grades 4 and 5 elementary school classroom unit members with one release day during the school year. The release day shall be used by unit members for instructional planning and preparation. Preparation time for teachers in grades 3 and 4 combination classes that have 20 students or less shall be the same as the K-3 teachers. Preparation time for teachers in grades 3 and 4 combination classes that have more than 20 students shall be the same as for grades 4 and 5 teachers.

9.8.3 Grades K-3

Grades K-3 classroom unit members shall receive thirty-six (36) preparation periods per year during the student instructional day. A preparation period at the grades K-3 level shall equal fifty (50) minutes. Such preps will be scheduled routinely throughout the year.

9.8.4 Preparation Time Teachers

Preparation time teachers shall not be entitled to preparation periods.

9.8.5 Content and Configuration

The preparation time content and configuration for grades K-4 (K-5) shall be determined by the District after consulting with the affected staff at each individual site. The affected staff shall utilize the procedure described in Section 18.2.3 to determine the site configuration preferred by the staff.

9.8.6 Substitutes for Preparation Time Teachers

If an elementary preparation period teacher is absent, the District will employ a substitute as needed to ensure the annual allotments noted in 9.8.2 and 9.8.3.

9.8.7 SDC Pre-School Teachers

Special Education Pre-School Teachers shall receive one fifty (50) minute preparation period per week. The schedule will be determined between staff and the

Director of Special Education. Such preparation time shall be scheduled so as to 1) maintain the integrity of the special education program for special education students, and 2) be at no cost to the district.

9.9 Shortened Student Instructional Days

The last two (2) days of the school year shall be scheduled as shortened days.

Wednesdays shall be designated as shortened days for the purpose of scheduling, 1) mandatory meetings as defined in 9.1, and 2) teacher directed preparation time as defined in 9.9.1 and 9.9.2.

9.9.1 Use of Shortened Days — Grades 4-8

For unit members assigned to grades 4-8, the District shall schedule the following shortened days:

- Five (5) shortened instructional days each school year for parent-teacher conferences in the fall.
- At the middle school, an additional three (3) shortened Wednesdays shall be designated for parent-teacher communication.

9.9.2 Use of Shortened Days — Grades K-3

For unit members assigned to grades K-3, the District shall schedule the following shortened student attendance days:

- Five (5) shortened days shall be scheduled each school year in the fall for parent-teacher conferences.

9.10 Parent/Teacher Intervention Conferences

Parent/Teacher Intervention Conferences shall be held for students who are at risk of retention as is required by law, school district policies and regulations. One week in the spring will be designated by the district as a week where no mandatory meeting will be held.

9.11 Length of Work Year

The work year for unit members assigned to the classroom shall be one hundred eight-five (185) days. The placement of unit members' duty days and the work calendar shall be negotiated and attached as Appendix B to this Agreement.

9.12 Election Day Meetings

On local, state, and/or national election days, no mandatory school or District meetings shall be scheduled.

ARTICLE 10
COMPENSATION

Total Compensation for 2013-2014 shall be increased as follows:

- a. On salary schedule increase, retroactive to July 1. 2013: 2%
- b. One-time, off schedule payment: 2%
- c. Health and Welfare increase as stated in Article 10, Section 10.5

Total Compensation for 2014-2015 shall be increased as follows:

- a. On salary schedule increase, retroactive to July 1. 2014: 2%
- b. On salary schedule increase in exchange for modifications to Article 9: 1%
- c. One-time, off schedule payment: 2%
- d. Health and Welfare increase as stated in Article 10, Section 10.5.

Total Compensation for 2015-2016 shall be increased as follows:

- On salary schedule increase effective July 1, 2015: 4.75%
- Health and Welfare increase as stated in Article 10, Section 10.5

10.1 Salary Schedule

10.1.1 Unit members shall be compensated on the salary schedule set forth in Appendix A and incorporated into this Agreement.

10.1.2 Salary Schedule Regulations

10.1.2.1 M.A. Degree Payment: Annually, \$2,500 shall be paid to unit members holding an M.A. degree. Salary credit will be given for one (1) M.A. degree only. Payment for an M.A. degree received during the school year will be prorated. The annual M.A. degree payment shall be incorporated into the unit member's base

10.1.2.2 Supermaximum Increments

(1)Supermaximum increments of \$1,125 per annum will be paid at experience years fifteen (15) and seventeen (17) in Column III.

- (2) Supermaximum increments of \$2,250 per annum will be paid at experience year twenty (20) in Column III.
- (3) Supermaximum increments of \$2,500 per annum will be paid at experience year twenty-four (24) in Column III.
- (4) Supermaximum increments of \$2500 per annum will be paid at the experience year twenty-five (25) column III.
- (5) Prior experience recognized by the District upon hiring will be counted toward supermaximum pay scale, except military service performed prior to becoming a District employee.
- (6) Years of service in the Campbell Union School District must be consecutive as recognized by the current salary schedule policy.
- (7) Supermaximum increments shall be incorporated into the unit member's base pay and shall be prorated for less than full time unit members.
- (8) The revisions to Section 10.1.2.2 and the change in years of experience for supermaximum increments was negotiated pursuant to Government Code Section 3543.2(d). The Association agrees to waive any right to a claim under Education Code Section 45028, and further agrees not to support any claim, grievance, or complaint based upon an alleged violation of Education Code Section 45028.
- (9) Unit members referred to PAR, but not self-referred, shall not earn step or column movement during the period they are in PAR. The PAR Joint Panel shall insure that the appropriate referral process is followed.

10.1.2.3 LEP Staffing Stipends

- (1) CLAD Teacher: The District shall pay a five hundred dollar (\$500) annual stipend to a unit member possessing the proper credential,

coordinating services, and recommending plans for LEP students, and designated by the District as a CLAD teacher.

- (2) Bilingual (BCLAD) Teacher: The District shall pay a one thousand dollar (\$1,000) annual stipend to a unit member possessing the proper credential. The BCLAD stipend shall be incorporated into the unit member's base pay.

10.1.3 Salary Credit for Training

10.1.3.1 In Classification I and above, unit members must hold a valid credential to cover their teaching assignment.

10.1.3.2 Units for Classifications I, II, and III must be from courses whose content is relevant to the subject/grade level taught and/or will better prepare the unit member to further the District toward its educational goals.

10.1.3.3 Continuing Education Units (CEUs)

- (1) Salary credit for CEUs will be granted with the following considerations:
 - (a) CEUs must receive approval for salary credit from the Human Resources Department prior to enrollment in the course.
 - (b) CEUs receiving approval must be relevant to the subject/grade level taught and/or better prepare the unit member to further the District toward its educational goals.
 - (c) Credit will be granted for CEUs at a rate of $\frac{2}{3}$ (.666) of a semester unit.

10.1.3.4 Any units (semester, quarter or CEUs) for which salary credit is granted must:

- (1) Be taken from an accredited university, college or pre-approved CEU institution;

- (2) Have received Human Resources Department approval prior to enrollment in the course;
- (3) Have been taken subsequent to the completion of a Baccalaureate Degree;
- (4) Be verified by an official transcript (tentative verification can be submitted by means of a letter of completion or grade card); and
- (5) Be submitted to the Human Resources Department by August 31st of the year in which salary credit is to be granted.

10.1.3.5 Salary credit will be granted once per year effective beginning on the September pay warrant for continuing unit members or on the date of hire for new unit members.

10.1.3.6 Salary Credit Appeals Committee

- (1) The Salary Credit Appeals Committee will be made up of six (6) members including three (3) unit members representing K-4, 5-8 and Special Education, and three (3) administrators.
- (2) The Salary Credit Appeals Committee will meet once per year, prior to May 15th to hear and rule on appeals. The Salary Credit Appeals Committee's decision is final.
- (3) A unit member who has had units rejected by the Human Resources Department may appeal that ruling to the Salary Credit Appeals Committee in writing prior to May 1st of the year the appeal is to be heard.

10.1.3.7 A list of approved areas of emphasis for course work will be posted annually at each work site. This list will be developed by the Instructional Department.

10.1.4 Credit for Teaching Experience

10.1.4.1 Credit for teaching experience outside the Campbell Union School District will be granted as follows:

- (1) The teaching must have been in an institution that required all of the teachers in the school to be credentialed.
- (2) The teachers in the institution must have received a four (4) year college degree and a regular teaching credential prior to rendering service.

10.1.4.2 Full credit for teaching experience in the Campbell Union School District will be granted if the unit member returns to teaching after an absence of less than ten (10) years. If a teacher returns after an absence of ten (10) consecutive years or more, experience credit will be granted at the Superintendent's discretion.

10.1.4.3 Credit for Nursing Experience

Certificated employees hired by the District on or after July 1, 2007, to serve as a school nurse shall receive year-for-year credit for all employment as a registered nurse up to a maximum of ten (10) years.

10.1.4.4 Credit for active military service will be allowed in lieu of out-of-District teaching experience to a maximum of five (5) years.

10.1.4.5 Effective 1997-1998, credit for teaching experience outside the district will be granted for a maximum of 10 years.

10.1.4.6 This provision was negotiated pursuant to Government Code Section 3543.2(d). The Association agrees to waive any right to a claim under Education Code Section 45028, and further agrees not to support any claim, grievance, or complaint based upon an alleged violation of Education Code Section 45028.

10.2 Salary of Employees Not Completing Year of Employment

10.2.1 Any unit member who leaves the employ of the District before the end of the school year shall be paid in proportion to the number of days he/she served.

10.3 Salary Warrants

10.3.1 All full-time personnel will be paid on the last working day of each month.

10.4 Repair or Replacement of Personal Property

10.4.1 It shall be the Campbell Union School District's policy to repair or replace personal property of District employees when such property is damaged or stolen while the employee is in the line of duty, without fault of the employee, in accordance with administrative rules and regulations.

10.4.2 With the exception of vehicular damage/loss, the District shall not make any compensation in excess of six hundred dollars (\$600) per employee per incident.

10.5 Health and Welfare Benefits

Health and Welfare Benefits include Medical, Vision and Dental

10.5.1 Beginning January 1, 2016, the District shall contribute up to an additional \$600 or the cost of Kaiser single, Delta Dental and VSP vision, whichever is less. The benefit contribution will not exceed eleven thousand four hundred thirty dollars (\$11,430).

10.5.2 For part-time unit members, the District shall pay a fractional amount of the individual maximum amounts as determined by the portion that is equal to the fraction of hours worked to full-time employment, only if the part-time unit member contributes by payroll deduction an amount equal to the balance.

10.5.3 Durable medical equipment shall be added to the plan so long as the medical plan offers this benefit.

10.5.4 This section shall apply to domestic partners who show evidence they are registered with the Secretary of State.

10.5.5 Married and Domestic Partners, Both of Whom are CUSD Employees

The District's contribution for two employees who are married to each other or who are domestic partners under the legal definition shall not exceed a total of twenty two thousand eight hundred sixty dollars (\$22,860) per year, payable in monthly amounts. On January 2016, the District shall contribute up to an additional \$600 per employee or up to the cost of Kaiser single, Delta Dental and VSP vision, per employee, whichever is less. For married and domestic partners employed by

CUSD, the benefit will not exceed twenty two thousand eight hundred sixty dollars (\$22,860).

10.5.6 Health Insurance Pool

The District shall maintain a Health Insurance pool intended to be used to offset the out-of-pocket costs incurred by eligible members who utilize two-party or family coverage. The pool shall be funded annually with a “base amount”, which for the payout due in December of the 2011-2012 school year will be \$63,426. In future years, the “base amount” shall be increased by the same percentage as the increase to the medical health and welfare cap, if any.

The “base amount” shall be divided by the total “CETA FTE”, to arrive at an “amount per FTE”. The “total CETA FTE shall be the average of the total FTE in the bargaining unit on October 15 and April 15 of the year preceding the payout. In December of each year, the “amount per FTE” shall be distributed to each CETA member who: (1) is still employed as of December 31; and (2) utilized two-party or family insurance coverage in the entire prior school year.

10.6 Extended Duty Pay

10.6.1 Extended Non-Instructional Extra Duties

The District shall compensate unit members at the rate of \$40 per hour for non-instructional extra duties.

10.6.2 Student Extended Day Instructional or Intervention Programs

The District shall compensate unit members at the rate of \$40 per hour for instructing students in the District’s intervention and other student extended day instructional programs.

10.7 Performance Incentive Awards

If a school qualifies for Performance Incentive Awards as described in Education Code Sections 44650-44654, the District and the Association shall meet and negotiate regarding the distribution of the awarded funds to the unit members assigned to the classroom and other certificated staff at the site during the school year for which the award was granted.

10.7.1 School Site Input

Before beginning and during these negotiations, the negotiating parties will seek input from the unit members assigned to the classroom and other certificated staff at the school site.

10.7.2 Default Distribution

If the parties are unable to reach agreement after at least two negotiating sessions, the funds will be distributed to the unit members assigned to the classroom and other certificated staff according to Education Code Section 44653.

10.8 Pay for NBPTS Certification

10.8.1 District Stipend

Effective July 1, 2000, unit members who achieve certification through the National Board of Professional Teaching Standards will receive an annual stipend of \$2,000. This annual stipend shall be incorporated into the base pay, and will be prorated for unit members employed less than full time.

10.8.2 Start Date

This stipend will be paid beginning with the school year following notification to the unit member that NBPTS certification has been achieved, and will continue for each year for which NBPTS certification is valid.

10.8.3 State of California Stipend

If the unit member receives a State of California stipend greater than the District stipend defined in this section, the District stipend shall not be paid to the unit member in the same school year in which the unit member receives the State of California stipend.

10.9 Stipends

10.9.1 Stipends for After School Sports

Unit members may apply for and be selected for assignments in the after school sports program. A unit member's assignment in the after school sports program shall be in addition to the unit member's full-time assignment and may be

terminated by the District at any time. Whenever possible, the District shall offer bargaining unit members vacant positions in the after school sports program before employing non-bargaining unit walk-on coaches. Unit members shall be compensated on this After School Sports Stipend Schedule:

Assignment	Stipend
Coach	\$900 per sport
Athletic Director	\$5,000 per year

10.9.2 Stipends for Speech and Language Specialists

- A stipend of \$2,000 will be paid in equal monthly installments as a recruitment incentive during the first year of service to CUSD
- An additional \$2,000 retention incentive will be paid in equal monthly installments annually during each year of service to CUSD
- The district may extend the work year for speech and language specialists, not to exceed five additional days. For each day that may be extended, the speech and language specialist will earn his/her per diem rate of pay.

10.10 Teacher Travel and Overnight Supervision

10.10.1 Unit members who are required and approved to go from one school to another in the course of their duty and unit members who use their car(s) for field trips and to attend special required evening meetings shall receive a mileage allowance allowed by the Internal Revenue Service. Costs to and from home to regular work assignments are not included.

10.10.2 The maximum round trip distance allowed for reimbursement for unit members returning to the District from their home on any given work day for required meetings shall be twenty-five (25) miles.

10.10.3 Teachers shall receive an additional stipend of seventy-five dollars (\$75) per night for overnight student supervision for any Board-approved overnight activity: Science Camp, Natural Helpers or Peer Counseling.

10.11 Substitute for Absent Teacher

10.11.1 Elementary School

In the event that an elementary classroom that is supposed to be supervised by a substitute is left without supervision, the District agrees to make best efforts to secure alternative coverage, which may include non-instructional credentialed staff, prior to splitting the students among other teachers' classrooms.

10.11.1.1 When the best option for making certain students are appropriately supervised is to move the students into other classrooms, the impacted teachers shall be compensated after the first hour as follows: 1-3 hours = \$90 split between the impacted teachers; over 3 hours and up to a full day = \$180 split between the impacted teachers. For example, if a class is split between 2 teachers for 4 hours, each teacher will receive \$90.

10.11.1.2 If an elementary teacher who has a prep during the first hour agrees to supervise a classroom during the prep for the reason described in 10.11.1 above, that teacher shall receive one hour of pay at the hourly rate.

10.11.2 Middle School

Volunteering unit members shall be compensated for substitute teaching during their prep period. After accumulating credit for four (4) periods, as described in Section 10.12.1, the unit member shall be paid for five periods of substitute teaching at the rate of pay established in Section 10.6.1 of this Agreement. Unit members shall be paid at the end of each school month.

10.11.2.1 In response to a request by the principal, any unit member assigned to a middle school may volunteer to substitute for an absent unit member during the volunteering unit member's prep time. The volunteering unit member(s) shall earn credit equivalent to a minimum of one (1) period for every period or fraction of a period substituted.

10.11.3 Record keeping for this release time shall be kept by the site administrator, with a duplicate record on file at the Human Resources Office.

10.12 Psychologists and Nurses

10.12.1 Nurses

Bargaining unit members assigned to nursing positions shall be placed on the regular teacher salary schedule for the work day calendar described in Section 9.8. Any increase in days beyond the regular work year will be paid on the per diem rate for that schedule.

10.12.2 Psychologists

Bargaining unit members assigned to psychologist positions shall be placed on the regular teacher salary schedule for the work day calendar described in Section 9.8. An increase in days beyond the regular work year authorized in writing by the District will be paid on the per diem rate for that schedule. In addition, bargaining unit members assigned to psychologist positions shall receive an annual stipend of \$12,500, effective July 1, 2002. This annual stipend shall be incorporated into the base pay, and will be prorated for unit members employed less than full time.

10.13 STRS Defined Supplemental Benefits Plan

Subject to the criteria and limitations stated in Education Code Sections 22119.2, 22905, 22954 and relevant STRS regulations, the following services performed for the District shall be creditable for inclusion in the State Teachers Retirement System (“STRS”) Defined Supplemental Benefit Plan.

- Supplemental Pay (Sections 10.10 –Coaches), 10.6 (Extended Duty Pay), 10.12 (Substituting During Preparation Periods);
- Summer School (Section 12.2);
- Extended Non-Instructional Extra Duties (10.6.1)
- Saturday School (Section 10.6.2);
- Regular teaching within the school year beyond 1.0 F.T.E;
- Any other activity mutually agreed in writing by the Superintendent and the President of the Association as an amendment to this provision.

Both the District and the unit member shall make any contributions to STRS required by law.

ARTICLE 11
SAFETY CONDITIONS

11.1 Employee Protection

11.1.1 Bargaining unit members may use such force as is reasonable under the circumstances to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.

11.1.2 Whenever any unit member is attacked, assaulted or menaced by any student, it shall be the duty of the unit member and the site or District office administrator with knowledge of the incident to promptly report the incident to the appropriate law enforcement as required by Education Code 44014.

11.2 Working Conditions

11.2.1 A unit member has the right to submit written recommendations to the immediate supervisor regarding the maintenance of safe working conditions, facilities and equipment repairs and modifications and other practices designed to insure compliance with applicable standards. Within ten (10) unit work days of the submission of a unit member's recommendations, the immediate supervisor shall provide a written response.

11.2.2 In the event a hazardous, unsafe, or unsanitary condition exists within a school making it necessary to dismiss students, unit members will not be required to remain in the building but may be reassigned to other instructional activities.

11.2.3 Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being as determined by the appropriate Federal, State, or local agency. The District agrees to follow OSHA requirements concerning training of unit members and notification to unit members who, by the nature of their assignments, work with or are exposed to hazardous chemicals and/or toxic materials.

11.2.4 Unit members shall be provided with adequate work space and access to copy machines, student records and other equipment necessary for unit members to perform their duties.

11.2.5 Classrooms shall be equipped with telephones with outside lines.

11.3 Suspension

11.3.1 A unit member may suspend for the reasons listed in Education Code 48900, any student from his/her class for the day of the suspension and the day following. The unit member shall immediately report the suspension to the principal of the school and send the student to the principal for appropriate action. As soon as possible, the unit member shall ask the student's parent or guardian to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the unit member or the parent or guardian so requests. The student shall not be returned to the class from which he/she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

11.3.2 A written description of the rights and duties of all unit members with respect to student discipline shall be distributed to each unit member.

11.4 Support Services

11.4.1 When, in a unit member's judgment, a student's ongoing behavior interferes with instruction, he/she will inform his/her principal in writing. The principal shall meet for a conference with the unit member to discuss the problem and decide upon the steps for resolution.

11.4.2 When, in a unit member's judgment, a Special Education student's ongoing behavior interferes with instruction, he/she will inform his/her principal in writing. The principal shall confer with the unit member to discuss the problem and decide upon the steps for resolution based on procedures established by Special Education law.

11.5 Disclosure

11.5.1 The administration shall inform unit members of every student who has caused or attempted to cause serious bodily injury or injury to another person, based on any written records that the District maintains or receives from a law enforcement agency or another District regarding a student described in Section 49079 of the California Education Code. Any information received by a unit member pursuant to this provision shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

ARTICLE 12
SUMMER SCHOOL

12.1 Employment

- 12.1.1 The District Human Resources Office shall provide summer school applications and program descriptions by March 1 of each school year.
- 12.1.2 The criteria for selecting for summer school positions shall be based on certification of the unit member, special requirements in the program description, the unit member's teaching experience in a subject matter or grade level, major/minor field of study, documented strengths or weaknesses, and affirmative action requirements.
- 12.1.3 Unit members shall be given first priority to summer school positions.
- 12.1.4 When two (2) unit members are considered equal by the District, the unit member with the most seniority shall be selected.
- 12.1.5 Except for emergencies, applicants shall be informed of their basic assignment by May 15. Basic assignments shall be subject to adequate enrollment at the beginning of summer school.

12.2 Compensation

Summer school unit members shall be compensated at the hourly rate established in Section 10.6.2. Summer school personnel shall be employed and compensated for two (2) non-instructional days designated for preparation.

12.3 Sick Leave

Unit members shall be allowed one (1) day of sick leave during the summer school session. This day shall not be part of the allotted sick leave for the regular school year and shall not be cumulative from year to year.

ARTICLE 13

PARTIAL CONTRACTS, JOB SHARING, AND PART-TIME HOURLY

13.1 Partial Contracts

Partial contracts shall be made available to permanent certificated unit members provided the following conditions are met:

- 13.1.1 Contracts are made by the initiation of the individual unit member.
- 13.1.2 There is no increase in cost to the District for salary or benefits beyond the cost that would be incurred for a single unit member.
- 13.1.3 Contracts are found to be legal under all aspects of tenure, dismissal and other related laws.
- 13.1.4 Contracts are agreeable to the immediate supervisor and fit specific educational needs of the school and department. If denied by the immediate supervisor, objective reasons for denial will be given to the unit member (s) upon request. This action may be appealed to the Assistant Superintendent for Instructional Services.
- 13.1.5 The Governing Board gives special approval to each individual request.
- 13.1.6 Problems involved with statutory layoff reduction in programs shall not be increased by the granting of contracts.
- 13.1.7 Benefits and salaries shall be prorated for the part-time contracts in proration to the amount that part-time employment bears to full-time employment. Proration of health benefits shall be based on the defined District's maximum contribution.
- 13.1.8 Partial or shared-contract unit members working less than seventy-five percent (75%) shall accrue service credit for annual salary advancement in direct relation to their percentage of employment. No unit member shall remain more than two (2) years on a single, existing, salary schedule step. Any unit member working seventy-five percent (75%) or more of any given school year shall receive a full year's service credit for each year worked.

13.2 Job Sharing

- 13.2.1 Job sharing may be established, upon approval by the Governing Board, when two (2) unit members jointly apply for partial contracts for purposes of sharing one full

time teaching assignment. Such joint applications shall be made directly to the Superintendent or designee. The District administration will make every effort to encourage job sharing.

- 13.2.2 Applicant agrees to remain on shared employment at the District's convenience. Subject to seniority and the Education Code restrictions, it is understood by the applicant that he/she will have first opportunity for reinstatement to a full time contract when such a position is requested by the applicant, the position is available, and the applicant is qualified by credentialing and experience to perform this service.

13.3 Part-Time Hourly

A part-time hourly position in categorically funded projects is considered to be a unit position less than fifty percent (50%) of a comparable regular bargaining unit position.

- 13.3.1 A categorical position requiring more than sixteen and one-half (16.5) student contact hours per week for the duration of that particular program will be considered a partial contract position and compensation will be pursuant to Article 13 of this Agreement.

ARTICLE 14

LEAVES

14.1 Personal Illness and Injury

14.1.1 Annual Earned Sick Leave

Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

14.1.2 Accumulated Earned Sick Leave

If a unit member does not utilize the ten (10) days of leave as authorized in Section 14.1.1, the amount not utilized shall be accumulated from year to year.

14.1.3 Extended Sick Leave With Difference Pay

When a unit member has exhausted all available sick leave, including the leave described in Sections 14.1.1, 14.1.2, and 14.14, and continues to be absent on account of illness or accident for an additional period of up to five school months, whether or not the absence arises out of or in the course of the employment of the unit member, the amount deducted from the salary due the unit member shall not exceed the sum that is actually paid a regular substitute employed to fill the absent unit member's position or, if no substitute was employed, the amount that would have been paid to a regular substitute if one had been employed. The sick leave described in Sections 14.1.1 and 14.1.2 and the five-month period described in Section 14.1.3 shall run consecutively. A unit member shall not be provided more than one five-month period per illness or accident. If a school year terminates before the five-month period is exhausted, however, the unit member may take the balance of the five-month period in a subsequent school year. If a district retiree is the substitute, the additional amount paid to retirees shall not be deducted under this section.

14.1.4 Reemployment List

When a unit member has exhausted all the available sick leave described in Sections 14.1.1, 14.1.2, 14.1.4, and 14.1.3 and continues to be absent on account of illness or accident, and is not medically able to resume the duties of the unit member's position, the unit member shall be placed on a reemployment list. Probationary unit members shall be placed on the list for a period of 24 months and permanent unit members shall be placed on the list for a period of 39 months. When the unit member is medically able to return during the 24 or 39 months, the District shall assign the unit member to a position for which the unit member is credentialed and qualified. If at the end of the 24 or 39 month period, the unit member is unable to perform the duties, the unit member shall be dismissed.

14.1.5 Verification of Leave

The administration may require a medical doctor's certification or proof of illness before allowing payment for days of absence due to illness, accident or quarantine.

14.1.6 Return to Work

A medical doctor's verification and clearance to return to work may be required for any absence of five (5) days or more for illness, accident or quarantine. If requested by the District management, a unit member shall not return to work until she/he submits a medical doctor's authorization to return to work. The District will pay for the cost of any portion of the certification requested by the District that is not paid by medical insurance.

14.1.7 Leave to Care for a Child, Parent, or Spouse

14.1.7.1 In any school year unit members may use up to a maximum of six (6) days of leave, that is credited under Section 14.1, to attend to an illness of the unit member's immediate family member as defined by Section 14.4.2 of this Agreement.

14.1.7.2 This section does not extend the maximum period of leave to which a unit member is entitled under the Family Medical and Leave Act of

1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

14.2 Personal Necessity Leave

14.2.1 Days Per Year

Leave which is credited under Section 14.1 may be used, at the unit member's election, for purposes of personal necessity; provided that use of personal necessity leave does not exceed eight (8) days in any school year. Personal necessity leave shall be granted for a minimum of one-half (1/2) day per occurrence.

14.2.2 Definition

For purposes of this provision, personal necessity shall be limited to: (1) death or serious illness of a member of the unit member's immediate family; (2) an accident involving the unit member's person or property, or the person or property of a unit member's immediate family; (3) a unit member who appears in court as a litigant; or (4) other matters of compelling personal importance, provided that personal necessity leave shall not be used solely for: (a) the extension of a holiday or a vacation period; (b) matters which can be taken care of outside the work hours; (c) recreational activities; (d) participation in demonstrations, slowdowns, strike or similar work stoppages; or (e) matters of mere personal convenience.

14.2.2.1 One (1) personal necessity leave day may be used without providing a reason to the District.

14.2.3 Use for Wedding Events

A unit member may use no more than two (2) days of personal necessity leave to prepare for and attend the unit member's wedding ceremony. Under no circumstances may a unit member use personal necessity leave for a honeymoon or a wedding-related vacation. The unit member shall mark the "My Wedding" space on the Absence Report Form.

14.2.4 Use During Staff Development

Under no circumstances may a unit member use personal necessity leave to avoid attending staff development.

14.2.5 Requesting a Substitute

Before using personal necessity leave under the circumstances outlined in Section 14.2.2, the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

14.2.6 Verification of Leave

Under all circumstances, a unit member shall verify in writing, signed by the unit member, that the personal necessity leave was used only for purposes stipulated in this Article. A District-provided form shall be available at work locations.

14.3 Bereavement Leave

14.3.1 A unit member shall be entitled to a maximum of three (3) days, (five [5] days if travel of 300 miles or more is required), of leave of absence without loss of salary or sick leave on account of the death of any member of his/her immediate family. This leave shall be used only for grieving and attending funeral or memorial services following a specific death. At its discretion, the District may request a copy of the death certificate or memorial/funeral program.

14.3.2 For purposes of this provision, an immediate family member shall be limited to: mother; mother-in-law; father; father-in-law; husband; wife; son; son-in-law; daughter; daughter-in-law; sister; sister-in-law; brother; brother-in-law; grandmother; grandfather; or grandchildren of the unit member or spouse or any relative living in the immediate household of the unit member, or anyone who, over a period of time, has held the place of an immediate family member to the unit member or spouse.

14.4 Leave for Bonding with Recently Adopted Child or Newborn Infant

14.4.1 Regardless of the limits in 14.2.1 above, each unit member may be allowed up to twelve (12) weeks personal necessity leave for purposes of bonding with a newborn infant or with a recently adopted child.

14.4.2 This leave shall commence with the last day of pregnancy disability leave in the case of a newborn infant, or the first day of adoption for a newly acquired child.

14.4.3 This leave will run concurrently with leave rights under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (FRA). It shall also be coordinated with the pregnancy disability and child rearing leaves of this Agreement.

14.4.4 A unit member may use any accrued sick leave for continuation of pay during the twelve (12) week period of leave. During the twelve (12) week period of leave, the District will continue the District's contribution to medical, dental and vision insurances.

14.5 Leave for Pregnancy Disability

14.5.1 Unit members are entitled to use sick leave as set forth in Section 14.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, and shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

14.5.2 The District may require a medical doctor's verification and clearance to return to work as provided in Section 14.1.6.

14.6 Leave Without Pay for Child Rearing

14.6.1 Leave without pay or other benefits shall be granted to any unit member who applies for such leave prior to going on pregnancy disability leave, prior to adoption of a child, or in the event of the unit member's spouse's death during childbirth. In all

other cases, leave without pay or other benefits may be granted to a unit member for child rearing. The unit member will first have the option of utilizing bonding leave.

14.6.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) days prior to the date on which the leave is to begin. The request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave.

14.6.3 The duration of the leave of any unit member with a child (natural or adopted) shall consist of no more than the remainder of the current school year and may be extended for the following school year. An extension of the leave may be granted, not to exceed an additional twelve (12) months. Child rearing leaves may be granted in accordance with this Section for a unit member with an older child.

14.6.4 The unit member is not entitled to the use of any accrued sick leave or other paid leave while on leave for child rearing, except when utilizing bonding leave.

14.6.5 There shall not be diminution of employment status for child bearing except that no unit member shall be entitled to compensation or increment, with the exception of time taken for bonding leave, nor shall the time taken on child rearing count toward credit for probationary unit members in earning tenure status.

14.6.6 If a unit member is on leave for child rearing, and in the event of the death of the child, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which the unit member is qualified, the District will assign the unit member to a position as soon as possible.

14.7 Leave Without Pay for Child Bearing Preparation

14.7.1 Leave without pay or other benefits may be granted to a unit member for preparation for child bearing.

14.7.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) days prior to the date on which the leave is to begin. The request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

- 14.7.3 The duration of the leave shall consist of no more than the remainder of the current school year.
- 14.7.4 The unit member is not entitled to the use of any accrued sick leave or other paid leave while on child bearing preparation leave.
- 14.7.5 There shall not be diminution of employment status for child bearing except that no unit member shall be entitled to compensation, increment, nor shall the time taken on child rearing count toward credit for probationary unit members in earning tenure status.
- 14.7.6 If a unit member is on leave for child bearing preparation, and in the event of a miscarriage or death of the child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which the unit member is qualified, the District will assign the unit member as soon as possible.

14.8 Industrial Accident Leave

- 14.8.1 Unit members will be entitled to industrial accident or illness leave according to the provision in Education Code Section 44984 for personal injury which has qualified for workers' compensation under the provision of the Santa Clara County Schools Insurance Group.
- 14.8.2 Industrial accident leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.
- 14.8.3 The District has the right to have a unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 14.8.4 The unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as they and their physician

agree that there has been a recovery. The District may require a medical doctor's verification and clearance to return to work.

14.8.5 For any days of absence from duty as a result of the same industrial accident, the District shall receive any wage loss benefit check from the Santa Clara County Schools Insurance Group which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

14.8.6 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member which exceeds one hundred percent (100%) of the salary due.

14.9 Judicial Leave

14.9.1 Unit members shall be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the unit member's connivance or misconduct. The unit member shall notify the District immediately upon receipt of notice for jury duty or as a witness.

14.9.2 The unit member, while serving jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, excluding expenses.

14.10 Legislative Leave

14.10.1 If a permanent unit member is elected to the Legislature, he/she shall be granted a leave of absence from his/her duties as an employee of the District. During the term of such leave of absence, the unit member may be employed by the District to perform less than full-time service requiring certification qualifications, for compensation and upon terms and conditions as may be mutually agreed. The unit member's absence shall not affect in any way their classification. Within six (6) months after the unit member's term of office expires, he/she shall be entitled to

return to the position he/she held at the time of his/her election, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District under this Section. A person employed to take the place of any such unit member shall not have any right to the position following the unit member's return to the position.

14.11 Military Leave

14.11.1 Unit members who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veteran's Code.

14.12 Family and Medical Leave Act

14.12.1 Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (FRA). The parties have agreed to the attached memorandum covering the various rights and obligations, including those areas where discretion may be exercised by the District and/or by employees.

14.12.2 The provisions of this Agreement and District policies will be applied in conformance with the FMLA and the FRA.

14.13 Other Leaves Without Pay

14.13.1 Upon the Superintendent's recommendation and the Governing Board's approval, leave without compensation, increment, or tenure credit may be granted for a period of one (1) school year. If requested by the unit member, an additional year may be granted upon Governing Board approval.

14.13.2 "Other Leaves" shall include, but not be limited to, care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, professional study or research, government-sponsored foreign service, health, temporary relocation of family, seeking alternative career, and family hardship.

14.13.3 The applications for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Human Resources Office by March 1st of the school year as to their intent to return to District employment.

14.14 Catastrophic Leave Bank

The Association and the District agree to establish the Campbell Elementary Teachers Association Catastrophic Leave Bank (“the Bank”) to assist unit members who suffer from catastrophic illness or injury and have exhausted all available leaves. Unit members who receive available leave from the Bank shall be referred to as “receiving employees.” Unit members shall be allowed to donate and accept eligible leave credits from the Bank according to the following provisions:

14.14.1 Definition

“Catastrophic illness or injury” means an illness or injury that is expected to incapacitate the receiving employee for an extended period of time and which occurs after the receiving employee has exhausted all of his or her paid leaves, including differential (Ed Code 44977 or 45196).

14.14.2 Eligibility

14.14.2.1 Unit members who have exhausted all applicable paid leaves provided for in the collective agreement, including differential pay, may apply for Catastrophic Leave under this Article.

14.14.2.2 Any rights to differential pay that receiving employees have under statute or this Agreement shall accrue after the employee has used all accrued paid leave and before receiving catastrophic leave.

14.14.2.3 To qualify for Catastrophic Leave, the unit member must have suffered an illness or injury that is expected to incapacitate him or her for an extended period of time.

14.14.2.4 A unit member’s use of Catastrophic Leave shall not exceed a cumulative maximum of sixty (60) days per unit member or the maximum number of

days donated pursuant to this section, whichever is less. Catastrophic Leave shall be taken in one (1) day increments.

14.14.2.5 Participation

- 14.14.2.5.1 Participation in the Catastrophic Leave Bank is voluntary. Unit members who wish to participate will donate at least one (1) sick day annually upon enrollment and one (1) sick day thereafter as needed. New hires will have sixty (60) calendar days from the date of hire to elect to participate. Only those who donate may receive contributions from the Bank. If a unit member decides to discontinue participation in the Bank, the unit member may not rejoin at a later date.
- 14.14.2.5.2 Open Enrollment shall be from September 1 through October 1, annually.
- 14.14.2.5.3 During Open Enrollment, unit members who have not previously participated in the Bank shall have the opportunity to do so.
- 14.14.2.5.4 Unit members who wish to participate will donate one (1) sick day upon enrollment and one (1) sick day thereafter as needed and determined by the administrating committee.
- 14.14.2.5.5 Should a unit member request to donate to the Bank, but doing so would result in the member having nine (9) or fewer days of accumulated sick leave remaining, the committee shall consider the request on a person-by-person basis.
- 14.14.2.5.6 If a current participant in the Bank declines to donate an additional day requested by the committee, he or she is

no longer a participant and may not rejoin the Bank at a later date, except in the circumstances identified in 14.14.2.5.5.

14.14.3 Catastrophic Leave Bank Adminstrating Committee

A Catastrophic Leave Bank Adminstrating Committee shall be established that includes three (3) unit members appointed by the Association, and one (1) District Office Representative appointed by the Assistant Superintendent of Human Resources.

14.14.3.1 The Committee shall be responsible for administering the Catastrophic Leave Bank in accordance with this Agreement and applicable state law.

The Committee's duties are:

- (1) Receiving leave requests;
- (2) Verifying the validity of requests;
- (3) Approving or denying requests;
- (4) Communicating the Committee's decisions to affected unit members, the Human Resources department, and Payroll and
- (5) Soliciting donations of sick leave from eligible unit members as needed.

14.14.3.2 The Committee shall designate one of its members as Chairperson.

14.14.3.3 The District shall cooperate with the Committee in establishing appropriate record-keeping procedures, including the total number of accumulated days in the Bank and the names of participating members.

14.14.3.4 The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.

14.14.3.5 Catastrophic Leave requests shall only be approved by a majority vote of the Committee.

14.14.3.6 The Committee will provide Human Resources and Payroll 1) the current bank balance, 2) a list of the prior year's contributors, 3) a list of new enrollees in the Bank and all other contributors for the current year, and, 4) a copy of the letter sent to unit members regarding solicitation, non-solicitation, or status of leave bank donations for the current year. This data shall be provided not later than November 30 of the school year.

14.14.4 Application Procedure

14.14.4.1 A unit member who wishes to use Catastrophic Leave shall submit a request on the appropriate form to the Catastrophic Leave Bank Committee, stating the facts that support his or her need for Catastrophic Leave. Each request for a withdrawal from the Bank or extension of a withdrawal must be accompanied by medical verification of the need for the leave.

The Committee shall review the unit member's application and make its decision within a reasonable period of time.

14.14.4.2 When the Committee determines that the unit member is eligible for Catastrophic Leave, it shall designate the number of days of eligibility. No days may be granted retroactively. The Committee may approve eligibility in renewable increments not to exceed thirty (30) days. If donated days of sick leave are available from the Leave Bank, they may be used by the unit member. If sufficient days are not available, the Committee may solicit donations of days from eligible unit members in accordance with this Agreement on the appropriate form approved by the Association and the District.

14.14.4.3 If the Committee denies a request for withdrawal from the Bank, or an extension of withdrawal, because of insufficient days to fund the request or other reasons, the Committee shall notify the unit member, in writing, of the reason for the denial.

14.14.4.4 If the Committee reasonably believes that the unit member may be eligible for disability allowance or disability retirement under STRS or Social Security, the Committee may request that the unit member apply for those benefits. If the unit member refuses to submit a complete application, including medical information provided by the unit member's physician, within twenty (20) calendar days, he/she shall no longer be eligible to withdraw days from the Catastrophic Leave Bank for the pending application.

14.14.4.5 The unit member shall comply with any requests for additional information from STRS or Social Security within fifteen (15) calendar days, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease. If denied benefits by STRS or Social Security, the unit member must appeal, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease.

14.14.5 Donations To Catastrophic Leave Bank

14.14.5.1 Participating unit members shall not be requested to donate more than two (2) days of accrued, full-time sick leave to the Catastrophic Leave Bank in any given school year by the Catastrophic Leave Bank Committee. Donations are irrevocable, and shall not be returned to unit members upon their cancellation of membership in the Bank.

14.14.5.2 Members of the Catastrophic Leave Bank Committee may solicit an additional day or days, depending upon need, when the bank of days drops to or below fifty (50) days. The solicitation shall be made by the Catastrophic Leave Bank Committee on Campbell Elementary Teachers Association letterhead and shall not be mailed or prepared at District expense. A unit member's membership in the Bank shall be canceled if he or she fails to make a donation when donations are solicited. Eligibility, if available, may only be reestablished in accordance with Section 14.14.2.5.

14.14.6 Miscellaneous Provisions

- 14.14.6.1 Unused days remaining in the Catastrophic Leave Bank shall carry over from year to year.
- 14.14.6.2 Unit members using days granted to them from the Catastrophic Leave Bank shall not accrue any other leave provided by this Agreement or by law.
- 14.14.6.3 Leave from the Bank may not be used for illness or disability that qualifies a unit member for workers' compensation benefits.
- 14.14.6.4 The Catastrophic Leave Bank is subject to appeal to the Campbell Elementary Teachers Association Executive Board only, and is not subject to review or appeal under any other procedure. Specifically, the Catastrophic Leave Bank Committee's exercise of the rights and discretion described in this Article shall not be subject to the grievance/arbitration procedure. Except for allegations that the District failed to cooperate as required by Section 14.14.2.3 or that the District failed to agree to a form as required by Section 14.14.3.2, no grievance may be filed against the District alleging a violation of this Article.
- 14.14.6.5 If the Catastrophic Leave Bank has insufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds whatsoever.
- 14.14.6.6 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then-current members of the Bank proportionately. In no event shall any unit member receive more sick leave days than she/he donated to the Catastrophic Leave Bank.

14.15 Miscellaneous

14.15.1 Unless otherwise provided in this Article, a unit member on an unpaid leave of absence may purchase coverage in the District health and welfare programs (i.e., dental, vision, prescription, etc.) at the cost to the District and dependent on condition of the carrier.

ARTICLE 15
ACADEMIC FREEDOM

15.1 Academic Freedom

15.1.1 Unit members shall be accorded the right to academic freedom, within the parameters of the State curriculum framework.

15.1.2 All instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student (s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages.

15.2 Board Policy

Board Policy Number 6141 shall be maintained during the duration of this Agreement. Before the Board undertakes any modification of this policy, or creates any new policy which impacts upon teacher academic freedom, the District will provide the Association with notice and opportunity to negotiate any such impact.

ARTICLE 16

TEACHER RIGHTS TO DUE PROCESS

16.1 General Provisions

This Article is to establish just cause, due process and progressive discipline for disciplinary action affecting bargaining unit members. The District retains the right to discipline unit members for any reason provided its action is for just cause.

16.2 Progressive Discipline

The District shall utilize a normal progression: oral warning; written warning; written reprimand; suspension without pay, in disciplinary actions.

16.2.1 Verbal Warning

Verbal warning may result in a post conference summary memorandum. The unit member has the right to write a response which shall be attached to the memorandum.

16.2.2 Written Reprimand

Written warnings shall not be used unless the unit member has been verbally warned about similar actions within the last four (4) preceding years. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member has the right to write a response which shall be attached to the reprimand and retained in the file.

16.2.3 Suspension Without Pay for Repeated Offenses

Suspension may be without pay but shall not reduce or deprive the unit member of seniority or any other benefits. No unit member shall receive more than one (1) penalty for any single action or infraction. The suspension shall not exceed fifteen (15) work days. Suspension shall not be used unless the unit member has received a written reprimand about similar actions. No unit member shall be suspended more than fifteen (15) working days during a school year.

16.3 Discipline Without Progression

Nothing in this provision shall prohibit the District from disciplining a unit member for just cause, up to and including suspension without pay for fifteen (15) work days, in instances where remediation is inappropriate.

16.4 Procedures — Public Charges

No negative and/or unsatisfactory evaluations shall be based upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents, and/or citizens unless the procedures described in Section 7.9 have been followed.

16.5 Administrative Leave With Pay

The District at its discretion may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Full benefits and seniority status shall remain in force pending the investigation. Such leave will not be considered disciplinary in nature.

16.6 Notice of Discipline

Notice of suspension shall be made in writing and served in person or by certified mail upon the unit member. A copy shall be provided to the Association President. The notice of suspension shall contain a statement in ordinary language of the specific acts or omissions upon which the action is based, any rule or regulation alleged to have been violated, proposed penalty, and the proposed duration of suspension. The unit member shall be given a copy of any written charges and materials on which the action is based and a statement of the unit member's right to respond.

16.7 Appeal of Discipline

16.7.1 If the unit member chooses to appeal the imposition of the disciplinary action, the appeal must be taken within five (5) work days from the time of notice of or imposition of the disciplinary action, whichever comes first. The appeal must be made in writing and hand delivered to the office of the Director of Human Resources.

16.7.2 Upon appeal the unit member has right to a hearing on the disciplinary action taken by the District. The hearing shall be conducted by the Superintendent or designee within ten (10) work days of the receipt of the notice of appeal. A record of the hearing shall be made by the District through electronic recordation, or, if mutually agreed by both parties, a court reporter's transcription shall be utilized. The Superintendent or designee shall provide a written decision within five (5) work days of the completion of the hearing.

16.8 Arbitration

The Association may appeal the decision of the Superintendent directly to arbitration pursuant to Article 5 of this Agreement.

16.8.1 At the arbitration, documentation supporting discipline, including written reprimands, may be subject to the arbitrator's review.

16.8.2 Evidence will not be admitted at any level of this process which supports events which occurred more than four years prior to the incident(s) leading to discipline; except where the evidence is submitted to prove a pattern of behavior which is similar to the incident(s) cited as the basis for discipline.

16.9 Association Presence

The Association, as the exclusive representative, has the right to be present at all conferences and hearings, regardless of any request by the unit member who is the subject of the disciplinary action.

16.10 Effect of Pending Appeal

If an appeal is filed by the unit member or the Association related to the discipline of the unit member, then all suspension actions proposed by the District shall be stayed pending a final decision on the appeal.

16.11 Confidentiality

Unless agreed otherwise by the parties, the information and proceedings relative to such disciplinary actions shall remain confidential with the individuals, unit members, and parties

who are involved, and shall not be released without the consent of the Association and the District, except as required by law.

16.12 Limitations

Nothing in the above provisions will be construed to limit the rights of the District as set forth in Article 3, except as limited by the specific and precise language of this Section.

16.13 Post Discipline

If, after having been disciplined, a unit member serves the District for twelve (12) months without the need for further disciplinary action, the Association and the unit member shall be given a follow-up notice to that effect which shall also be attached to any original notice that may have been placed in the unit member's personnel file.

16.14 Application

This Article is not intended to apply to suspensions pursuant to Education Code Sections 44939, 44940, or 44942.

ARTICLE 17
RETIREMENT PROVISIONS

A unit member with the equivalent to ten (10) years of full-time service in the District who has reached the required age may request in writing to participate in one of the following retirement plans. A request to participate in an early retirement plan must be submitted to the Human Resources Office no later than March 1 of the school year preceding the desired year of participation. In addition, these retirement incentives shall remain effective only as long as the District experiences a net savings when comparing the cost of a replacement teacher to the cost of the retiring teachers.

17.1 Pre-Retirement/Part-Time Employment

17.1.1 Eligibility Requirements

The District shall allow unit members to be employed on a part-time basis for early retirement purposes. In order to participate in this program, the certificated unit member must meet the following criteria:

- 17.1.1.1 The option of part-time employment must be exercised at the unit member's request and, once granted, can be revoked only with the mutual consent of the District and the unit member. The provisions of the program can be increased or decreased with the code limitations.
- 17.1.1.2 The unit member must submit a request to participate in this program to the Human Resources Office no later than March 1 of the school year preceding the desired year of participation.
- 17.1.1.3 The unit member must have reached the age of fifty-five (55) prior to the school year or term in which the reduction in work load starts.
- 17.1.1.4 The unit member must have been employed 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.
- 17.1.1.5 Unit members may not participate after age sixty-five (65). Individuals in the program who reach age sixty-five (65) during the school year may continue through the school year.

- 17.1.1.6 The District and the unit member shall agree to make the appropriate contributions to the State Teachers' Retirement System (STRS) equal to the amount required as if serving as a full-time unit member.
- 17.1.1.7 The final determination as to which unit members will participate in this program and the form of part-time employment rests within the sole discretion of the Governing Board.
- 17.1.2 The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position. Except for the reduction of salary corresponding to the reduced workload, the District will provide the part-time unit member with the same fringe benefits provided a regular full-time unit member.
- 17.1.3 If the Governing Board agrees, the reduced service may be on a daily schedule or full-time for at least one-half (1/2) year; however, the unit member and District contributions must be paid monthly to STRS.
- 17.1.4 A member of the State Teachers' Retirement System employed on a part-time basis under the provisions of this policy shall receive the credit he/she would receive if he/she was employed on a full-time basis and have his/her retirement allowance, as well as any other benefits that he/she is entitled to under the Education Code, based upon the salary that he/she and District both elect to contribute to the Teachers' Retirement Fund the amount that would have been contributed if the member was employed on a full-time basis. This provision shall be applicable only to members of the STRS who have met the criteria provided in the Education Code and are not older than sixty-five (65) years, and is limited to a period of five (5) years of such part-time status.
- 17.1.5 Unit members who terminate before the end of the school term or the school year will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment

continued. Retirement contributions for services not actually performed will be returned to the unit member and the District. If a unit member works less than one hundred percent (100%) of his/her assignment, the amount of sick leave earned varies directly to the percent of full-time employment. That is, fifty percent (50%) employment would yield ten (10) days of half-time sick leave or five (5) days of full-time sick leave.

17.1.6 A unit member on less than full-time employment, who must use sick leave, will reduce earned sick leave on the same basis as his/her employment.

17.2 Early Retirement/Consultant Contract

Early retirees who meet the retirement criteria set forth in Education Code Section 35046 may enter into a consultancy contract, an agreement with the District to provide services to the District. The District retains the right to determine the person(s) selected, the length of service, and the nature of the service. Early retirees who are selected will be paid at a rate of one hundred fifty dollars (\$150) per day or a fractional part of that amount not to exceed seven thousand five hundred dollars (\$7,500) per year for services rendered. Retirees may also work as substitutes for the District and shall be paid twenty-five dollars (\$25) per day in addition to the prevailing substitute rate.

17.3 Retiree Benefits

17.3.1 Conditions

The following conditions must be met in order to receive benefits pursuant to Section 17.3.2 or 17.3.3:

17.3.1.1 Retirement commencing after age fifty-five (55) shall be purely voluntary on the part of the unit member.

17.3.1.2 A unit member must have a minimum of ten (10) years of service in the Campbell Union School District in a position requiring certification.

17.3.1.3 The unit member must permanently resign from the District in order to be eligible for this program. A unit member who returns to the District pursuant to Section 17.5 remains eligible for this program.

17.3.2 The District will contribute up to three thousand two hundred and fifty dollars (\$3,250) per year toward the cost of the employee and spouse coverage in a medical and dental health plan benefit program offered by the District. The District's contribution of up to three thousand two hundred and fifty dollars (\$3,250) shall continue for seven (7) years, or until employee is eligible for health benefits under Federal or State programs (i.e., Medicare, Medi-Cal), whichever comes first. If there are changes in health and welfare fringe benefit carriers, participants in the early retirement plan will also be changed to the new carrier provided the new carrier will accept the risk. If the employee becomes eligible for health benefits under Federal or State programs and has not received a total of seven (7) years of District contribution toward the cost of retirees medical and dental plans, the District shall contribute up to one thousand seven hundred dollars (\$1,700) per year toward the cost of Medicare or Medi-Cal supplemental coverage and/or a dental plan until the employee has received a total of seven (7) years of contributions. If there are changes in health and welfare fringe benefit carriers, participants in the early retirement plan will also be changed to the new carrier provided the new carrier will accept the risk.

17.4 Retirement for District Determined Disability

17.4.1 The District will establish a special annuity program for unit members who the District determines to suffer from a bona fide partial disability which has substantially reduced prior effectiveness in the classroom.

17.4.2 Such disability shall be demonstrated through District selected medical examinations and other proof as may be required by the Governing Board. The reduced effectiveness in the classroom shall be established by the District.

17.4.3 Eligibility for this program shall require:

- (1) initiation by the unit member;
- (2) at least twenty (20) years of service to the District;
- (3) at least fifty-five (55) years in age; and

(4) a willingness to apply and be accepted for retirement under STRS.

17.4.4 In granting an annuity, the District will not expend more than ten thousand dollars (\$10,000) per unit member. The annuity shall be obtained either through

17.4.5 private sources or through the STRS. The granting of this benefit and the determination of the amount of benefits shall be at the Governing Board's total discretion.

17.5 Post Retirement Employment Program

17.5.1 The District may employ in a full-time teaching position a teacher who retired from the District under the State Teachers Retirement System ("STRS") and who meets either of the following:

17.5.1.1 The teacher retired with an effective date on or before January 1, 2000, and will provide direct classroom instruction to students in kindergarten through eighth grade, and/or will provide services to beginning teachers specified in Education Code Section 24216.5(a)(2); or

17.5.1.2 The teacher retired with an effective date on or before July 1, 2000, and will provide direct remedial instruction to students in grades 2 through 8 as defined in Education Code Sections 37252 and 37252.5. Subsection 17.5.1.2 will become effective on January 1, 2001.

17.5.2 Retired teachers employed pursuant to this program shall be placed in distinct classes of temporary teachers within the bargaining unit. A teacher shall be classified as a "Retired Temporary Teacher" if hired pursuant to section 17.5.1.1 and as a "Retired Temporary Remedial Teacher" if hired pursuant to Section 17.5.1.2. The service of a Retired Temporary or a Retired Temporary Remedial Teacher shall not be included in computing the service required as a prerequisite to attainment of or eligibility for classification as a permanent employee of a school district.

17.5.3 Retired Temporary Teachers and Retired Temporary Remedial Teachers shall be compensated according to the salary schedule set forth in Appendix A.

17.5.4 Retired Temporary Teachers and Retired Temporary Remedial Teachers shall not receive health and welfare benefits pursuant to Article 10, Section 10.5 of this Agreement, but instead shall continue to receive the retiree benefit contributions for these teachers shall not be extended beyond those specified in Sections 17.3.2 and 17.3.3.

17.5.5 Retired Temporary Teachers and Retired Temporary Remedial Teachers shall not be subject to the evaluation requirements of Article 17.5.

17.6 Concurrent Participation

Members may not concurrently participate in both the programs specified in Sections 17.1 or 17.2 and the post-retirement program specified in Section 17.5

17.7 Golden Handshake

For the 2003-2004 school year, the District shall offer a STRS Golden handshake program in accordance with AB 1207 which provides two (2) years of additional service credit to eligible unit members under the following conditions:

1. Eligible unit members interceded in participating in the Golden Handshake program shall submit an irrevocable letter of intent to retire no later than April 30, 2004.
2. Eligible unit members are defined as any unit member who will reach age 55 by August 15, 2004 with 5 years of service or any unit member who will reach age 50 by August 15, 2004 with 30 years of service.
3. Twenty (20) eligible unit members must submit letters of intent to retire.
4. The District is able to demonstrate a cost savings to the Santa Clara County Office of Education in accordance with the requirements of AB 1207. If the thresholds set forth in paragraphs 1-4 are met, the following shall occur:

The Board shall establish a window period from June 15 through August 15, 2004 through a STRS approved resolution. All unit members who submitted irrevocable letters of intent to retire shall submit his/her retirement within the window period. If the minimum 20 participants do not follow through retirement, the District reserves

the right to rescind the resolution and withdraw from the program. If the program is cancelled, the letters of intent and /or retirement shall be rescinded upon request.

ARTICLE 18

WAIVER PROCESS FOR CHANGING BARRIERS TO SITE-BASED SHARED RESPONSIBILITY AND DECISION MAKING (SBSRDM)

18.1 SBSRDM

In appropriate circumstances, SBSRDM will be used in the District. Barriers or limitations to this process will be removed by using a case-by-case waiver of those contributing forces, which include Board Policy, collective agreements, the Education Code, and Central Services. The parties agree to adopt the following procedure for waiving provisions of this collective bargaining agreement.

18.2 Procedure

The request for a waiver should be forwarded to the District Superintendent and CETA president who shall seek approval of the waiver according to the provisions of 18.3. If either the Association or the District request verification, the site shall submit verification that by a 2/3 vote the staff approved the waiver. A waiver request shall include at least the following:

18.2.1 The specific provision of the collective bargaining agreement to be waived.

18.2.2 The replacement language which will be in effect in place of the waived language.

18.2.3 All unit members (and positions) who would be affected by the change, and a statement that by a 2/3 vote these members agreed to the change.

18.3 Waiver Approval

If the waiver involves an adjustment to a collective agreement, the waiver does not become effective until the adjustment is approved in writing by CETA and the Board. If the waiver involves a change in Board Policy, the Board must approve. If the waiver involves an alteration of Central Services, the Superintendent must approve. If the waiver involves the Education Code, the established procedure for Education Code waivers will be utilized.

18.4 Record of Waivers

All waivers that are approved by the appropriate parties will be reduced to writing and numbered for reference.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 Effects of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. Except as provided for in Section 19.6.1, the Association and the District expressly waive the right to meet and negotiate and agree that neither the District nor the Association shall be obligated to meet and negotiate with respect to any subject covered in this Agreement, unless modified through the voluntary, mutual consent of the parties in a written amendment. This Agreement terminates and supersedes those partial practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in this Agreement. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed the opportunity to make demands and proposals or counter-proposals with respect to any matter even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this Agreement.

19.2 Individual Contracts

Any individual contract between the District and an individual unit 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.

19.3 Savings

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, that 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 the Agreement.

19.4 Support of Agreement

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed

that the Association will support this Agreement for its term and will not appear before the Governing Board to seek change or improvement in any matter contained in this Agreement, except by mutual agreement of the District and the Association, or as provided for in this Agreement.

19.5 Concerted Activities

19.5.1 The Association, its officers, agents or unit members will not strike, engage in a work stoppage, slowdown, concerted refusal to perform job functions and responsibilities, or picketing in furtherance thereof, nor will they comply with the request of other labor organization(s) to engage in such activity, nor engage in any unlawful interference with the District's operation.

19.5.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so.

19.5.3 Provided there is no violation of this Article 19, the District will not lockout the bargaining unit members.

19.5.4 This provision shall not restrict either party from seeking redress for an alleged violation of this Article through Public Employment Relations Board procedures or a court of competent jurisdiction.

19.6 Term of Agreement

The term of this agreement shall be 2010-2013. This Agreement shall take effect on the date of signing by the parties except as specifically described in any Article, and shall remain in full force and effect, up to and including June 30, 2013, and thereafter shall continue in effect year-to-year unless one of the parties notifies the other in writing no later than April 15, 2013, of its request to modify, amend, or terminate this Agreement.

19.6.1 For the second and third year of this Agreement the parties agree to reopen on Article 10 and one article selected by each party.

19.7 Printing the Agreement

The cost of printing the collective agreements for CETA will be equally shared by the District and the Association.

CAMPBELL UNION SCHOOL DISTRICT

CAMPBELL ELEMENTARY TEACHERS
ASSOCIATION

Board President

Date: _____

President

Date: _____

Superintendent

Date: _____

Spokesperson

Date: _____

Team Member

Date: _____

APPENDIX A
SALARY SCHEDULE

CAMPBELL UNION SCHOOL DISTRICT
CETA Salary Schedule

STEP (Years of Experience)	Column A No credential (intern permit, waiver, etc.)	Column B Credential and BA + 29 or fewer SEMESTER UNITS	Column I Credential and BA + 30 - 44 SEMESTER UNITS	Column II Credential and BA + 45 - 59 SEMESTER UNITS	Column III Credential and BA + 60 or more SEMESTER UNITS
1	\$53,714	\$54,807	\$54,809	\$55,269	\$55,730
2			\$55,269	\$55,730	\$57,336
3			\$55,730	\$56,290	\$59,646
4			\$55,879	\$59,262	\$62,612
5			\$57,967	\$61,573	\$65,582
6			\$60,930	\$64,540	\$68,547
7			\$63,895	\$67,506	\$71,514
8			\$66,861	\$70,470	\$74,478
9			\$69,829	\$73,439	\$77,450
10			\$72,794	\$76,404	\$80,411
11			\$75,766	\$79,371	\$83,379
12				\$82,334	\$86,345

Supermaximum (Column III only)

STEP	Annual Stipend				
15	\$1,125				\$87,264
17	\$1,125				\$88,389
20	\$2,250				\$90,639
24	\$2,500				\$93,139
25	\$2,500				\$95,639

Annual Stipends:

Master's Degree Stipend - \$2,500

Supermaximum (longevity) - as outlined above

Annual Health & Welfare Benefit:

District Contribution - \$10,830

Sick Leave Accrual:

1 day per work month

Other Information:

185 day work year

Maximum of 10 years credit for outside experience

APPENDIX B CALENDAR

Campbell Union School District Employee Work Year Calendar 2015 - 2016

JULY				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

NOVEMBER				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

JANUARY				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MARCH				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

MAY				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

July	
	Summer Academy (6/22-7/17)
3	Independence Day (legal holiday) observed
27	11 mo. Administrators return
29	11 mo. Classified Staff return
August	
13	CETA Work Day
14	CETA Per Diem Day. Members attending professional development activities will be paid at their per diem rate.
17	Professional Development Day / Back to School Breakfast for all Staff
18	CETA Work Day
19	First Day of School
September	
7	Labor Day (legal holiday)
October	
12	Professional Development Day for CETA Staff (no 10 mo. Classified or Students)
19-23	Parent-Teacher Conference Days (1st report card) (shortened days for students)
November	
11	Veterans' Day (legal holiday)
23, 24	Thanksgiving break (non-work days - 10 mo. staff*)
25, 27	Thanksgiving break (District holidays)
26	Thanksgiving Day (legal holiday)
December	
21, 22, 23, 26, 29	Winter Break (CSEA mandatory vacation days)
24, 30, 31	Winter Break (District holidays)
25	Christmas Day (legal holiday)
January	
1	New Year's Day (legal holiday)
18	Martin Luther King Jr.'s Birthday (legal holiday)
February	
15	Washington's Birthday (legal holiday) observed
16-18	Presidents' Week break (non work days-10 month staff*)
19	Lincoln's Birthday (legal holiday) observed
March	
25	Professional Development Day for CETA Staff (no 10 mo. Classified or Students)
April	
4-8	Spring Break (CSEA mandatory vacation days)
18	SBAC Window Opens
May	
30	Memorial Day (legal holiday)
June	
3	SBAC Window Closes
8	Last day of School (last work day for 10 mo. staff*)
15	Last work day for 11 mo. Classified staff
24	Last work day for 11 mo. Administrators (214 day work year)
Wednesdays	Shortened Days for students / Afternoons are reserved for Teacher training & meetings.
*CSEA 10 & 11 month staff may request to use available vacation days during non-work days (including June after last work day). Request form must be submitted one month prior to requested day(s).	

AUGUST				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

OCTOBER				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

DECEMBER				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

FEBRUARY				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29				

APRIL				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JUNE				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

APPENDIX C

PEER ASSISTANCE AND REVIEW PROGRAM

1
2
3 1. Purpose

4 1.1 The Peer Assistance and Review Program (Program) allows exemplary teachers to
5 assist certain permanent and beginning teachers in the areas of subject matter
6 knowledge, teaching strategies, and teaching methods.

7 1.2 The extent of the Program’s assistance and review depends on whether the
8 participating teacher is a beginning teacher, a volunteer permanent teacher, or a
9 permanent teacher who has received an overall unsatisfactory evaluation in the areas
10 of teaching methods and instruction. The Program’s assistance shall be provided
11 through Consulting Teachers as described in detail in Sections 4.2 and 4.3 of this
12 document. This assistance shall not involve the participation in nor the conducting
13 of the annual evaluation of certificated unit members as set forth in Article 7 of the
14 Agreement and Education Code 44660, et seq., except for making available to the
15 evaluator the results of some unit members’ participation in the Program.

16 1.3 The Program resources shall be utilized in the following priority: first, for
17 Participating Teachers with an unsatisfactory evaluation; second, for Beginning
18 Teachers; third, for Voluntary Participating Teachers on evaluation cycle; and
19 finally, for other Voluntary Participating Teachers.

20 2. Definitions for Purposes of this Document

21 2.1 “Classroom Teacher” or “Teacher”

22 Any member of the certificated bargaining unit who is covered by the certificated
23 evaluation, Article 7 of the Agreement.

24 2.2 “Participating Teacher”

25 A unit member who is a classroom teacher who either volunteers or is required by
26 this Agreement to participate in the Program.

27 2.3 “Consulting Teacher”

1 An exemplary teacher meeting the requirements of subsection 4.2.1 who is selected
2 by the Joint Panel to provide Program assistance to a Participating Teacher.

3 2.4 “Beginning Teacher”

4 Any unit member having probationary or temporary status, or any District teaching
5 intern participating in a program established according to Education Code Sections
6 44305, et seq. and 44325, et seq. This Peer Program is to be closely coordinated
7 with other District programs for training and assistance to beginning teachers.

8 2.5 “Voluntary Participating Teacher”

9 Any unit member with permanent status whose last three annual performance
10 evaluations have been rated as an overall “meets standards” and who selects the
11 “Alternative Professional Growth Evaluation Plan” under Section 7.11 of the
12 Agreement, and who elects to have a Consulting Teacher assist in that alternative
13 evaluation plan; or any permanent teacher wanting to engage in a professional
14 growth activity utilizing a Consulting Teacher’s assistance.

15 2.6 “Participating Teacher With An Unsatisfactory Evaluation”

16 A unit member with permanent status whose most recent Formal Evaluation
17 Summary contained a summary rating of “unsatisfactory,” and an unsatisfactory
18 rating in at least one of the following areas: instructional techniques and strategies;
19 adherence to curricular objectives; or establishment and maintenance of suitable
20 learning environment.

21 2.7 “Principal” Or “Evaluating Principal”

22 The certificated administrator appointed by the District to evaluate a certificated
23 teacher.

24 3. Program Outline

25 3.1 For Participating Teachers With An Unsatisfactory Evaluation (Refer also to
26 Diagram 1)

27 3.1.1 Any permanent teacher with an overall unsatisfactory evaluation in the
28 areas listed in Section 2.6 must participate in the Program.

1 3.1.2 The Consulting Teacher’s assistance and review shall focus on the specific
2 areas recommended for improvement by the Participating Teacher’s
3 evaluator after the Participating Teacher receives the unsatisfactory rating.

4 (See Form 1.)

5 3.1.2.1 These recommendations shall be written, aligned with student
6 learning, clearly stated, and consistent with Education Code
7 Section 44662. These recommendations shall be considered as the
8 performance goals required by Education Code Sections 44664(a)
9 and 44500(b)(2).

10 3.1.2.2 The Principal and the Consulting Teacher assigned to the
11 Participating Teacher shall meet and discuss the recommended
12 areas of improvement outlined by the Principal and the types of
13 assistance that should be provided by the Consulting Teacher.

14 3.1.2.3 The Consulting Teacher and the evaluating Principal are expected
15 to establish a cooperative relationship and shall coordinate and
16 align the assistance provided to the Participating Teacher.

17 3.1.2.4 The Consulting Teacher and the Participating Teacher shall meet
18 to discuss the plan for assistance. After that meeting, the
19 Consulting Teacher will provide the assistance set forth in Section
20 4.3, which shall also involve conducting multiple classroom
21 observations of the Participating Teacher.

22 3.1.3 Before April 1 of each year, the Consulting Teacher shall complete a
23 written report describing the teacher’s participation in the Program
24 consisting solely of: (1) the assistance provided to the Participating
25 Teacher; and (2) the results of the assistance in the targeted areas. (See
26 Form 2.) This report shall be submitted to the Joint Panel, with a copy
27 also submitted to the Participating Teacher and the Principal.

1 3.1.4 The results of the teacher's participation in the Program shall be shared
2 with the principal. While the Principal may consider the Consulting
3 Teacher's written report, the Principal shall observe the teacher's
4 performance and prepare the evaluation required by Article 7 of the
5 Collective Bargaining Agreement.

6 3.1.5 After receiving the report, the Joint Panel shall determine whether the
7 Participating Teacher will benefit from continued participation in the
8 Program.

9 3.1.6 The teacher will continue participating in the Program until the Joint Panel
10 determines the teacher no longer benefits from participation in the
11 Program, or the teacher receives a satisfactory evaluation, or the teacher is
12 separated from the District. The District has the sole authority to
13 determine whether the Participating Teacher has been able to demonstrate
14 satisfactory improvement.

15 3.1.7 The Consulting Teacher shall conduct multiple classroom observations of
16 each Participating Teacher.

17 3.1.8 The Consulting Teacher's report on the participation in the Program, as
18 defined in subsection 3.1.3 above, shall be shared with the Principal. The
19 Principal has the sole authority to determine whether the Participating
20 Teacher has demonstrated satisfactory improvement.

21 3.1.9 To the extent required by law, the Joint Panel shall forward the names of
22 the permanent teachers with unsatisfactory evaluations who, after
23 sustained assistance, are unable to demonstrate satisfactory improvement.

24 3.2 For Beginning Teachers (Refer also to Diagram 2)

25 3.2.1 A Consulting Teacher will be assigned to one or more Beginning Teachers
26 to provide assistance. In the first year the Consulting Teacher shall
27 concentrate the assistance in the area of the District's Teaching Standards.
28 In the second year, the Consulting Teacher will focus the assistance in the

1 areas listed by the evaluating Principal as needing improvement and/or
2 assistance.

3 3.2.2 The Consulting Teacher and the evaluating Principal shall have a
4 cooperative relationship, and shall coordinate the assistance provided to
5 the Beginning Teachers.

6 3.2.3 Because Beginning Teacher participation in the Program is not legally
7 mandated, neither the Consulting Teacher nor the Joint Panel will make
8 written reports regarding individual Beginning Teachers, nor forward to
9 the Board the names of individual Beginning Teachers who participated in
10 the Program. The Consulting Teacher shall provide an annual assessment
11 of the Program's overall effectiveness for Beginning Teachers and specific
12 areas for improvement in the Program to the Joint Panel. The Joint Panel
13 will annually report to the Governing Board and the Association on the
14 overall effectiveness of the Program for Beginning Teachers.

15 3.3 For Voluntary Participating Teachers (Refer also to Diagram 3)

16 3.3.1 Those teachers participating in an alternative evaluation plan set forth in
17 Section 7.11 of the Agreement, and any teacher in the off year of the
18 evaluation cycle, may utilize a Consulting Teacher's assistance.

19 3.3.2 Voluntary Participating Teachers are expected to be high performing
20 individuals who wish to grow and learn with the assistance from a
21 peer, or who may be seeking assistance due to a change in assignment or
22 the institution of new curriculum. The Program for Voluntary
23 Participating Teachers will focus on practical application of certain
24 teaching skills or the acquisition of a new subject matter. Each year the
25 Joint Panel, in consultation with the District administration, may select
26 certain curricular areas or skills for emphasis with a select number of
27 Consulting Teachers.

28

1 3.3.3 As required by the Section 7.11 of the Agreement, the volunteering
2 teacher and the evaluating Principal must mutually agree to the teacher's
3 participation in an alternative evaluation plan. If the plan is approved by
4 the Principal and involves a Consulting Teacher, the plan will be
5 submitted to the Joint Panel for the assignment of a Consulting Teacher.
6 The Consulting Teacher shall meet with the Principal and the Voluntary
7 Participating Teacher for planning and coordinating the plan. The process
8 for utilizing Consulting Teachers for professional growth on off-cycle
9 years shall be the same as above, except that the procedures for evaluation
10 contained in Article 7.11 of the Agreement need not be followed.

11 3.3.4 Because permanent teachers with satisfactory performance are not
12 mandated by law to participate in the Program, neither the Consulting
13 Teacher nor the Panel will make written reports regarding individual
14 volunteer teacher participants, nor forward to the Board the names of
15 volunteer teacher participants. Any reports will be made only as required
16 by the individual plan. The Consulting Teacher shall provide to the Joint
17 Panel an annual assessment of the Program's effectiveness for volunteer
18 teacher participants and specific areas for improvement in the Program.
19 The Joint Panel will annually report to the Governing Board and the
20 Association on the overall effectiveness of the Program
21 for volunteer teacher participants.

22 4. Governance and Program Structure

23 4.1 Joint Panel

24 4.1.1 The Peer Assistance and Review Program will be administered by a Panel
25 consisting of five members, three certificated classroom teachers
26 appointed by CETA and two administrators appointed by the District.
27 Qualifications for the teacher representatives shall be the same as those for
28 Consulting Teachers as set forth in Section 4.2.1, A Panel member's term

1 shall be three years, except the first terms of the teacher members will be
2 one two-year term, one three-year term, and one four-year term.

3 4.1.2 The Joint Panel will make all decisions through consensus in the areas of
4 appointments, reports and recommendations to the Governing Board, and
5 Program plan and budget. Failing consensus, decisions will be made by
6 majority vote. Four of the five Panel members will constitute a quorum
7 for purposes of meeting and conducting business.

8 4.1.3 The Joint Panel's primary responsibilities involve establishing the annual
9 Program and budget, and selecting and overseeing the Consulting
10 Teachers. In addition the Panel is responsible for:

- 11 • submitting to the Governing Board and the Association an annual
12 evaluation of the Program's impact, including recommendations
13 regarding Participating Teachers with unsatisfactory evaluations,
14 and if necessary, forwarding names of individuals who, after
15 sustained assistance, are unable to demonstrate satisfactory
16 improvement;
- 17 • assigning the Consulting Teachers;
- 18 • reviewing Consulting Teachers' reports on Participating Teachers
19 with permanent status referred to the Program
20 because of unsatisfactory evaluations;
- 21 • evaluating the effectiveness of the Consulting Teachers in the
22 role of Consulting Teacher;
- 23 • coordinating with the District to provide training for Consulting
24 Teachers, for Panel members, and where appropriate, for
25 Participating Teachers;
- 26 • forwarding to the Human Resources Office at the end of the year
27 all the records regarding the Program that shall be filed separately
28

1 from the individual personnel records, except as set forth in section
2 3.1.8 in this document; and

- 3 • establishing internal operating procedures and regulations
4 necessary to carry out the requirements of the Education Code and
5 this document, including a procedure for selecting the Joint Panel's
6 chair.

7 4.1.4 The Panel shall use the following procedure for establishing the annual
8 Program plan and budget:

9 (a) By March 15 of each fiscal year the Panel will establish a Program
10 and budget for the succeeding year, which will include:

- 11 • the estimated state revenues for the Program;
- 12 • the estimated expenditures, involving:
 - 13 • projected number of Participating Teachers;
 - 14 • projected (full and part-time) number of Consulting
15 Teachers needed to service the projected need;
 - 16 • projected number of Consulting Teachers needed to
17 service the projected need;
 - 18 • released time for the Panel and Consulting
19 Teachers; pay for Panel members and Consulting
20 Teachers that is consistent with the pay parameters
21 established by the negotiating parties;
 - 22 • pay for Consulting Teachers; and
 - 23 • projected costs for training, administrative
24 overhead, and if necessary, legal and consulting
25 assistance.

26 (b) By April 1, the Program plan/budget will be submitted to the
27 Association President and the Superintendent for approval. If the
28 plan/budget is not approved by both parties, it may be modified by

1 mutual agreement. By May 1, if the parties cannot reach
2 agreement to either approve the plan/budget or to amend it, then
3 the plan/budget will be implemented as submitted by the Panel.

4 4.2 Consulting Teachers

5 4.2.1 Minimum Qualifications for Consulting Teacher:

- 6 • a credentialed classroom teacher with permanent status and at least five years
7 of recent teaching experience;
- 8 • demonstrated exemplary teaching ability, as indicated by, among other
9 things, effective communication skills, subject matter knowledge, knowledge
10 and commitment to District curricular goals and standards, and mastery of a
11 range of teaching strategies necessary to meet students' needs in different
12 contexts;
- 13 • ability to work cooperatively and effectively with other teachers and
14 administrators, demonstrated effective leadership skills, and experience in
15 working on school or District committees.

16 4.2.2 Consulting Teacher positions shall be filled by the District posting the position.
17 Each applicant will be required to submit a completed application, which shall
18 include at least three references from individuals who have direct knowledge of the
19 applicant's abilities for the position. A reference from a Principal is preferred,
20 although not necessary. All applications and references will be
21 treated with confidentiality and will not be disclosed except as required by law. The
22 Joint Panel will make the selection, which will be forwarded to the Superintendent.
23 The Panel's procedures for selecting Consulting Teachers shall include provisions
24 for classroom observation of Consulting Teacher candidates.

25 4.2.3 The Joint Panel will assign Consulting Teachers. Within the first six weeks of the
26 regular school year, either the Consulting Teacher or the Participating Teacher may
27 petition the Panel for an assignment change for good reasons. The Participating
28 Teacher shall be allowed only one change per year.

1 4.2.4 A Consulting Teacher's term will be three years. To the extent that a Consulting
2 Teacher is reassigned from his/her regular classroom teaching assignment to serve as
3 a Consulting Teacher, after completing service as a Consulting Teacher, the teacher
4 shall be returned to a regular teaching assignment at the beginning of the following
5 school year according to Article 8 of the Agreement. The District will attempt to
6 return the teacher to a position similar to the one the teacher held before assuming
7 the Consulting Teacher position.

8 4.3. Consulting Teachers shall provide assistance to Participating Teachers in the areas of
9 subject matter knowledge, teaching strategies, and teaching methods. This assistance
10 may include, but not be limited to, the following activities:

- 11 (a) providing consultative assistance to improve in the specific areas targeted by
12 the evaluating Principal or the District Teaching Standards;
- 13 (b) meeting and consulting with the Principal or designee regarding the nature of
14 the assistance being provided;
- 15 (c) observations of the Participating Teacher during periods of classroom
16 instruction;
- 17 (d) allowing the Participating Teacher to observe the Consulting Teacher or other
18 selected teachers;
- 19 (e) attending specific training in specified teaching techniques or in
20 designated subject matter;
- 21 (f) demonstrating good practices to the Participating Teacher; and
- 22 (g) maintaining appropriate records of each Participating Teacher's activities and
23 progress.

24 5. Other Provisions

25 5.1 Functions performed by unit members under this document shall not constitute either
26 management or supervisory functions as defined by Government Code Section
27 3540.1(g) and (m).
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5.2 Unit members who perform functions as Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

5.3 Records

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

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

5.3.3 All the documents for the Peer Program will be filed by the personnel office separately from the individual personnel records, except as set forth in 3.1.8 above.

CAMPBELL UNION SCHOOL DISTRICT

FORM 1

REFERRAL TO PEER ASSISTANCE AND REVIEW PROGRAM BASED ON
UNSATISFACTORY EVALUATION AND RECOMMENDATIONS FOR IMPROVEMENT

Teacher: _____

School Principal (or other evaluator): _____

I am referring the teacher named above to the Peer Assistance and Review Program based on the teacher's Formal Evaluation Summary Rating of Unsatisfactory, as well as unsatisfactory evaluation in the following areas:

- Instructional Techniques and Strategies
- Adherence to Curricular Objectives
- Establishment and Maintenance of Suitable Learning Environment

The teacher needs to improve in the specific areas described on the attached page(s) [*Principal to attach detailed description of areas in need of assistance*].

The assistance provided under the Peer Assistance and Review Program shall be designed to help the teacher to improve in the areas identified by the Principal or other evaluator.

Date

Signature of Principal Or Other Evaluator

CAMPBELL UNION SCHOOL DISTRICT

FORM 2

DESCRIPTION OF PLANNED ASSISTANCE AND REPORT ON TEACHER'S PARTICIPATION IN PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS REFERRED BASED ON AN UNSATISFACTORY EVALUATION [To Be Completed By Consulting Teacher]

Participating Teacher: _____

Consulting Teacher: _____

The Participating Teacher was referred to the Peer Program due to an unsatisfactory evaluation by the Principal or other evaluator as determined by the receipt of an average score of two (2) or less in any one of sections A-D on the Certificated Employee Evaluation Form.

The Principal identified the areas in need of assistance on the attached Referral To Peer Assistance And Review Program (Form 1).

The planned assistance and the results of the teacher's participation in the Program with reference to each area needing assistance are described below: (Attach additional pages if necessary.)

1. Area in need of assistance: _____

(1) Brief description of planned assistance: _____

(2) Results of Teacher's Participation:
Planned Assistance Implemented
Planned Assistance Not Implemented
Comments on implementation or failure to implement planned assistance: _____

2. Area in need of assistance: _____

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(1) Brief description of planned assistance: _____

(2) Results of Teacher's Participation:

Planned Assistance Implemented

Planned Assistance Not Implemented

Comments on implementation or failure to implement planned assistance: _____

3. Area in need of assistance: _____

(1) Brief description of planned assistance: _____

(2) Results of Teacher's Participation:

Planned Assistance Implemented

Planned Assistance Not Implemented

Comments on implementation or failure to implement planned assistance: _____

1 **Certification of Planned Assistance:**

2 The following signatures of the Consulting Teacher and Participating Teacher certify that the
3 Consulting Teacher and the Participating teacher have met and discussed the planned assistance
4 described above by the Consulting Teacher.

5 _____
6 Date Signature of Consulting Teacher

7 _____
8 Date Signature of Participating Teacher

9 **Certification of Results:**

10 The Consulting Teacher’s signature below certifies that the Consulting Teacher made the findings
11 and comments regarding the Results of the Participating Teacher’s participation in the Peer
12 Assistance and Review Program indicated in the Results sections of this form.

13 _____
14 Date Signature of Consulting Teacher

15
16 The Participating Teacher’s signature below certifies that the Participating Teacher has received a
17 copy of the Consulting Teacher’s findings and comments indicated in the Results sections of this
18 form, and has been advised of his or her right to respond in writing to the report within one week of
19 receipt of the completed report. The Participating Teacher’s signature does not signify agreement
20 with the Consulting Teacher’s findings or comments.

21 _____
22 Date Signature of Participating Teacher

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APPENDIX D
EVALUATION FORMS

(see following pages)

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