

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN THE

**ALUM ROCK UNION ELEMENTARY
SCHOOL DISTRICT**

AND THE

**ALUM ROCK EDUCATORS
ASSOCIATION, CTA/NEA**

2011-2014

**ARTICLE I
AGREEMENT**

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4 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement
5 ("Agreement") by and between the Governing Board of the Alum Rock Union Elementary
6 School District ("District") and the Alum Rock Educators Association, ("Association") an
7 affiliate of CTA/NEA, the exclusive representative.
8
- 9 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540—3549 of the
10 Government Code ("Act"). This Agreement shall remain in force and effect from July 1,
11 2011, through June 30, 2014. In the event a new contract has not been agreed to by June 30,
12 2011, this Agreement shall continue in force until a successor Agreement is reached. This
13 Agreement shall supersede any rules, regulations, policies, procedures, or practices of the
14 District which are, or may in the future be, contrary to or inconsistent with its terms. There
15 will be re-openers on salary and benefits for the 2013-2014 school year. Should the District
16 receive any additional state or federal funding during the 2012 -2013, school year that results
17 in an increase in the District's funded Base Revenue Limit, then the parties will re-open
18 negotiations on Article XVI salaries as to the disposition of such additional funding.
19
- 20 1.3 The District shall not discriminate against any employee on the basis of race, color, creed, age,
21 sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical
22 handicap, membership in the Association or participation in the activities of the Association.
23 This Section is subject to the complaint procedure only.
24
- 25 1.4 The District agrees to take affirmative action to ensure that under-representation and under-
26 utilization at all levels of responsibility for members of minority ethnic groups and/or
27 men/women will be corrected. This Section is subject to the complaint procedure only.
28
- 29 1.5 Under the terms and conditions of this agreement, the parties agree that the relationship
30 between members and the District shall be based on the principles of equity, just cause and
31 due process.
32
- 33 1.6 Academic freedom shall be guaranteed to all employees in accordance with District policy,
34 procedures, and State and Federal laws.
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- 36 1.7 The personal life of the employee shall not be of concern to the employer unless it prevents the
37 member from performing the member's assigned functions. The employee is entitled to full
38 constitutional rights of citizenship, and the member's religious or political activities are not
39 grounds for discipline or discrimination with respect to the member's professional
40 employment, as long as he/she does not violate any local, state, or federal law.
41
- 42 1.8 The parties recognize that the Board of Trustees has the responsibility and authority to manage
43 and direct all the operations and activities of the District and that all lawful rights and
44 authority of the Board of Trustees not modified by this agreement are retained by the Board of
45 Trustees.
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**ARTICLE II
RECOGNITION**

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4 2.1 Members of the bargaining unit shall include the following credentialed and certificated
5 personnel: classroom teachers, psychologists, nurses, resource teachers, librarians, counselors,
6 Speech therapists, music teachers, and other certificated and credentialed positions which now
7 or in the future do not have management responsibility as their primary function; excluding
8 substitute teachers and independent contractors.
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10 In the event that a service or program that previously had bargaining unit members is
11 discontinued, the language that pertains to those programs and services shall be placed in
12 Article 28 called, "Suspension of Program". If and when these programs are reinstated, the
13 District and Association shall meet to bargain all aspects within the scope of bargaining.
14

15 2.2 The District agrees that it, its members, and agents shall not negotiate privately or individually
16 with any bargaining unit member or with any officer of the Association.
17

18 2.3 The Association agrees that it, its members, agents and officers shall not negotiate privately or
19 individually with any school board member or member of management. Any employee may
20 express his/her personal opinion to school board members or to members of management
21 without being disciplined.
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23 2.4 The Association reserves the right to determine any process related to a waiver and the
24 duration of that waiver.
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**ARTICLE III
NEGOTIATIONS**

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4 3.1 No later than February 1, 2014, unless mutually agreed upon, both parties shall, in good faith,
5 meet and negotiate items within the scope of representation. Any agreement reached between
6 the parties shall be reduced to writing and signed by them.
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8 3.1.1 There will be reopeners on salary and benefits for the 2013 – 2014 school year.
9

10 3.2 The District and the Association may discharge their respective duties by means of authorized
11 officers, individuals, representatives, or committees.
12

13 3.3 Negotiations shall take place at mutually agreed times and places.
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15 3.4 The Association shall receive a total of 115 days of release time annually, without loss of
16 compensation to the employee. The Association shall certify that the business is Association
17 business, and shall reimburse the District the cost of substitute(s). These days shall be entered
18 into the sub system by the Association President or designee. These days may be in whole or
19 half days (or as described in 6.5). Upon receipt the Association will reimburse the District for
20 all other teacher release time unless specifically approved by District Administration.
21

22 3.5 Upon request, the District shall furnish the Association with two copies of any non-
23 confidential documents or information, records, data, worksheets, and budgetary materials
24 which may be relevant to the negotiations.
25

26 3.6 Upon request, the Association shall provide the District with two copies of any non-
27 confidential documents or information, records, data, worksheets, and budgetary materials
28 which may be relevant to the negotiations.
29

30 3.7 Thirty (30) days after ratification of the Agreement, the District shall provide a copy of this
31 contract to each member of the bargaining unit. The District shall provide a copy of this
32 contract to each new bargaining unit member upon employment. The Association shall
33 receive at least twenty (20) copies of this contract. Copies of new salary schedules, calendars,
34 etc. and side letters of agreement shall be provided by the District to each employee within
35 thirty (30) business days if ratification occurs during the teaching term, or sixty (60) business
36 days if ratification occurs during the summer.
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38 3.8 Authorized representatives, officers, and committees of the Association may conduct
39 Association business at reasonable times. Such business will not interfere with the primary
40 job functions of employees.
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**ARTICLE IV
CALENDAR**

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4.1 Definitions - See Glossary for the following:

1. Calendar Days
2. Business Day
3. Work Year
4. Teaching Day
5. Teaching Term
6. Planning/Preparation Day

4.2 There shall be two (2) Planning/Preparation days scheduled prior to the first day of school. Up to two (2) hours of administrative required meetings may be held on one (1) of the Planning/Preparation Days.

4.3 Staff Development

4.3.1 In addition to the 182 day work year, the district shall offer three days of staff development programs, pursuant to new legislation, for a total of eighteen (18) hours for voluntary attendance by all bargaining unit members. Each participant must be present for the full staff development day and each day must be at least as long as the regular full-time instructional day, except that a “day” may be conducted over several calendar days after the instructional day or on Saturday. Where a day is broken into multiple segments, participants must attend each segment to qualify for payment. Attendance records will be maintained. The Association and the District shall jointly plan the staff development program. Voluntary attendees shall receive \$270 per complete day. The calendar shall reflect the staff development days. If the law allows, this payment shall be eligible for STRS credit.

ARTICLE V
GRIEVANCE AND COMPLAINT PROCEDURES

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4 **5.1 Purpose**
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6 Grievance and complaints cover different categories of controversy, dispute, or disagreement.
7 The purpose of these procedures is to provide an avenue for resolution of any grievance or
8 complaint. Bargaining unit members shall have the responsibility to discuss problems with
9 their immediate supervisors in an attempt to resolve such problems prior to formalizing the
10 grievance or complaint procedures.
11

12 **5.2 Definitions**
13

14 5.2.1 A grievance is an assertion by an employee(s) that a controversy, dispute, or
15 disagreement of any kind or character exists, arising out of or in any way involving
16 interpretation or inequitable application of the terms of this Agreement. (See Section
17 5.4.)
18

19 5.2.2 A complaint is an assertion by an employee(s) that a controversy, dispute, or
20 disagreement of any kind or character exists, arising out of or in any way involving
21 interpretation or application of any District policy, rule, or practice. (See Section
22 5.5.)
23

24 5.2.3 A claim is a written assertion of a grievance or complaint by the aggrieved.
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26 5.2.4 The aggrieved is an employee or employees, including the Association or
27 representative thereof, making the claim.
28

29 5.2.5 The District means the Governing Board and/or any member of District management.
30

31 5.2.6 Representative is a person chosen by the Association to represent the aggrieved.
32

33 5.2.7 Immediate Supervisor is the management person having immediate jurisdiction over
34 the grievant/complainant or who has been designated to resolve
35 grievances/complaints.
36

37 5.2.8 A party in interest is any person who might be required to take action, or against
38 whom an action might be taken in order to resolve the claim, complaint, or grievance.
39

40 5.2.9 An Association grievance/complaint is any matter being grieved/complained which,
41 by its nature, affects a greater number of employees than the original
42 grievant/complainant.
43

44 **5.3 General Provisions**
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46 5.3.1 The time limits set forth in this article are considered maximums, and every effort
47 shall be made to resolve grievances and complaints as quickly as possible.
48

- 1 5.3.1.1 Resolution of any grievance/complaint at Level I and Level II shall
2 include timelines for implementation, and the grievant/complainant shall
3 be responsible for immediately forwarding a copy of the agreed-upon
4 remedy(ies) to the President of the Association.
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6 5.3.1.2 Failure of the District to comply with the timelines established at Level I
7 shall elevate the grievance/complaint to Level II at the option of the
8 grievant/complainant or the Association.
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10 5.3.1.3 Failure of the District to comply with the timelines established at Level II
11 shall, at the option of the Association, elevate the grievance/complaint to
12 Level III (Arbitration/Board of Review).
13
14 5.3.2 Time limits may be extended by mutual consent of the parties in interest.
15
16 5.3.3 In the event a complaint or grievance is filed at such time that it cannot be processed
17 through all the levels of procedure by the last work day of the school year, the time
18 limits set forth herein will be reduced so that the procedure shall be completed prior
19 to the end of the school year, or as soon thereafter as it is practicable by mutual
20 consent.
21
22 5.3.4 Failure on the part of the aggrieved to file an appeal within the prescribed time limits
23 shall constitute acceptance of the proposed resolution.
24
25 5.3.5 An employee may be represented at all stages of the procedure up to
26 Arbitration/Board of Review by himself/herself and/or, at the member's option, by
27 legal counsel and/or by a representative(s) of the Association.
28
29 5.3.6 When the aggrieved is not represented by the Association, the Association shall have
30 the right to be present and state its views on the grievance or complaint at all stages of
31 the procedure. Level I and Level II meetings shall be held only after the
32 grievant/complainant has notified the Association of the time and place of said
33 meetings. A copy of any Level I or Level II grievance/complaint shall be forwarded
34 to the Association President and the Grievance Chairperson by the aggrieved.
35
36 5.3.7 Forms for filing grievances and complaints, and other related documents will be
37 developed jointly by the Superintendent and the Association and shall be available at
38 the District Office, each school, and the Association office.
39
40 5.3.8 The parties in interest agree to make available to each other all pertinent information,
41 not privileged under law, in their possession or control and which is relevant to the
42 issues raised by the employee.
43
44 5.3.9 No party in interest shall take reprisals affecting the employment status of any
45 employee who is a party in interest, any Association representative, or any other
46 participant in the procedure.
47
48 5.3.10 Any record(s) pertaining to the complaint or grievance shall be kept in a file separate
49 from the employee's other District/site personnel files.

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2 5.3.11 When it is necessary for a representative designated by the Association to process a
3 grievance or complaint, or attend a hearing during the work day, the representative
4 will, upon notice to the representative's principal or immediate supervisor by the
5 President of the Association, be released without loss of pay to participate in the
6 foregoing activities. Any employee who is requested to appear in such hearings as a
7 witness shall be accorded the same right. (See Article 3.4.)
8

9 5.3.12 If the Association and the District agree in writing, the complaint or grievance may be
10 brought directly to Level III (Arbitration/Board of Review).
11

12 5.3.13 Grievances or complaints of a similar nature may be joined in a single grievance or
13 complaint and processed as an Association Grievance/Complaint.
14

15 5.3.13.1 In the event that an employee's grievance/complaint is elevated to the
16 status of an Association Grievance/Complaint, an additional fifteen (15)
17 days shall be allowed for further processing of said Association/Grievance
18 Complaint.
19

20 5.4 Steps of Grievance
21

22 5.4.1 Conference (Level I)
23

24 5.4.1.1 Within thirty (30) work days of the event or knowledge of the event which
25 gives rise to the grievance, the employee shall meet with his/her
26 immediate supervisor for the purpose of resolving the grievance. (See
27 5.4.1.3.) Should the alleged grievance not be resolved informally at this
28 meeting, a written grievance shall be submitted within this 30 day time
29 line.
30

31 5.4.1.2 The employee may, at his/her option, request that his/her Association
32 representative be present.
33

34 5.4.1.3 Any person(s) named in the grievance shall be notified by the grievant
35 and shall have the option of meeting with the employee and the
36 employee's immediate supervisor.
37

38 5.4.1.4 The aggrieved shall submit his/her claim to the immediate supervisor
39 requesting a written answer within ten (10) work days. This claim shall
40 be a statement of the circumstances giving rise to the grievance, citing
41 specific Article, Section, and Paragraph of this Agreement and the
42 specific remedies sought.
43

44 5.4.2 Superintendent Level (Level II)
45

46 5.4.2.1 If the grievance is not settled in Level I, the aggrieved, within ten (10)
47 work days, may submit his/her claim in writing to the Superintendent.
48 The Superintendent shall have ten (10) work days to give a written
49 decision after receipt of the claim.

1 5.4.3.9 All costs for the services of the arbitrator, including, but not limited to per
2 diem expenses, the arbitrator's travel and subsistence expenses, and the
3 cost of the hearing room will be borne equally by the District and the
4 Aggrieved. All other costs will be borne by the party incurring them.
5

6 5.5 Complaint Procedure
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8 5.5.1 Level I (Conference Level)
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10 Within thirty (30) work days of the event or knowledge of the event which gives rise
11 to the complaint, the employee shall meet with his/her immediate supervisor. The
12 employee may, at his/her option, request that his/her representative be present (see
13 5.3.6). Any person(s) named in the complaint shall be notified of such by the
14 complainant and shall have the option of meeting with the employee and the
15 employee's supervisor. The aggrieved shall submit a formal written complaint to the
16 immediate supervisor requesting a written answer within ten (10) work days. If the
17 supervisor does not respond in writing within the time period, the complaint may be
18 taken to the next level.
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20 5.5.2 Level II (Superintendent's Level)
21

22 If the complaint is not settled in Level I, the aggrieved, within ten (10) work days,
23 may submit his/her complaint in writing to the Superintendent. The Superintendent
24 shall have ten (10) work days to give a written decision after receipt of the complaint.
25 If the Superintendent does not respond within the time period, the complaint may be
26 taken to Level III.
27

28 5.5.3 Level III
29

30 If the complaint is not settled in Level III, then the Association, within twenty (20)
31 work days, may request the appointment of a Board of Review.
32

33 5.5.3.1 The members of the Board of Review shall be selected as follows:
34

35 Within seven (7) business days following such notification by either party,
36 the District and the Association shall select one person who had not
37 served as a representative of either party and who is deemed expert in the
38 subject matter under consideration. These two persons shall, within five
39 (5) business days, select a third person to be chair-person of the Board of
40 Review. Such third person shall be neither an officer nor an employee of
41 the District, nor a member of the Association.
42

43 5.5.3.2 The Board of Review, within seven (7) business days after its
44 establishment, shall meet with representatives of the District and the
45 employee, making inquiries and investigations, hold hearings, or take
46 such steps as it deems appropriate. If the participating parties have not
47 reached agreement within twenty (20) business days after the Board of
48 Review's first meeting, it shall make findings of fact and recommend
49 terms of agreement.

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5.5.3.3 The Board of Review shall report its findings of fact to the parties in interest at a meeting of the Governing Board. This report shall be made public only upon mutual agreement of the parties in interest. The Board of Review's findings and recommendations shall be advisory to the Governing Board and shall be acted on at its next regular meeting. The Association has the right to request to have a representative present at all Governing Board discussions and decisions regarding the complaint.

5.5.4.3.1 The Superintendent, within five (5) working days, shall notify the complainant and the Association in writing of the Governing Board's decision.

5.5.3.4 The cost, if any, for the services of those members of the Board of Review shall be borne by the parties responsible for the appointment. All additional costs, if any, and actual and necessary travel and subsistence expenses of the chairperson, shall be borne equally by the parties involved.

ARTICLE VI
EMPLOYEE AND ASSOCIATION RIGHTS

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4 6.1 The Association and its members shall have the right to use school district equipment,
5 buildings, and facilities for Association business.
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7 6.2 The Association shall have the right to post notices of activities and matters of Association
8 concerns on Association bulletin boards, at least one of which shall be provided by the
9 District, in each school building in areas frequented by employees. The Association may use
10 the District mail service and employee mailboxes for communication to employees.
11
12 6.3 Authorized representatives of the Association shall be permitted to transact official
13 Association business on school property at reasonable times.
14
15 6.4 Names, addresses, and telephone numbers of all Association members shall be provided
16 without cost to the Association no later than September 15, annually or fifteen (15) business
17 days after hiring a new employee. Names and school sites of all employees shall be provided
18 by the District by September 30. Information shall be provided without cost to the Association
19 or the employee(s). The Association will use this information only for Association business.
20 This section shall be governed by current privacy laws.
21
22 6.5 In the event that the release time referred to in Article III, Section 3.4 is not sufficient, the
23 Association shall have the right to reopen negotiations for the specific purpose of negotiating
24 for more release time.
25
26 6.6 A.R.E.A. Building Representatives should be excused from each school no later than 3:00
27 P.M. to attend Representative Council meetings.
28
29 6.7 A minimum day shall be declared for a general informational A.R.E.A. meeting prior to the
30 ratification of the contract. The date of the general meeting shall be mutually agreed to by the
31 Association and the District. The general meeting shall be announced to the membership ten
32 (10) business days in advance of the meeting.
33
34
35 6.8 All mail and communications sent to an employee shall not be opened by anyone other than
36 the addressee unless otherwise designated by the addressee. Internal communications shall
37 have a return address. If the internal communication has no return address and is non-
38 deliverable, it shall be destroyed.
39
40 6.8.1 In the event of the death or incapacitation of the employee, the District shall forward
41 all such mail to the next of kin or estate.
42
43 6.9 Upon request, the employee shall receive a date-stamped copy, at no cost to the member, at
44 time of delivery, or within seven (7) working days after any document(s) are received by the
45 District.
46
47 6.10 Bargaining unit members shall not be discriminated against, coerced, restrained, or harassed
48 for use of the rights guaranteed to them by this agreement or by the law.
49

- 1 6.11 The Association will reimburse the District for the full cost of the Association President,
2 should the Association decide to exercise its option to release its President full-time.
3
- 4 6.12 It is the intent of the Association to have a full-time release President each year, unless,
5 subsequent to the election of the officers of the Association, the District is informed otherwise
6 by June 30th.
7
- 8 6.13 The Association President has the right to return to the same site that he or she was assigned to
9 at the beginning of the president's term. With such return to the site, any impact on staffing
10 shall be handled and administered in accordance with the involuntary excess provisions in
11 Article 14.3.1 of the Agreement.
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ARTICLE VII
PROFESSIONAL FEES AND DUES

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4 7.1 Any unit member who is a member of the Alum Rock Educators Association/CTA/NEA, or
5 who has applied for membership, may sign and deliver to the District an assignment
6 authorizing deduction of unified membership dues, initiation fees, and general assessments in
7 the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of
8 such dues from the regular salary check of the unit member each month for ten (10) months.
9 Deductions for unit members who sign such authorization after the commencement of the
10 school year shall be appropriately prorated to complete payments by the end of the school
11 year. Dues may be paid in one lump sum each year.

12
13 7.2 Commencing on September 1, 1988, any unit member who is not a member of the Alum Rock
14 Educators Association/CTA/NEA, or who does not make application for membership within
15 thirty (30) days of the effective date of this Agreement, or within the bargaining unit, shall
16 become a member of the Association or pay to the Association a fee in an amount equal to
17 unified membership dues, initiation fees, and general assessments, payable to the Association
18 in one lump sum cash payment in the same manner as required for the payment of membership
19 dues, provided, however, that the unit member may authorize payroll deduction for such fee in
20 the same manner as provided in Section 7.1 of this Article. In the event that a unit member
21 shall not pay such fee directly to the Association, or authorize payment through payroll
22 deduction, as provided in Section 7.1, the Association shall so inform the District, and the
23 District shall immediately begin automatic payroll deduction as provided in Education Code
24 Section 45061 and in the same manner as set forth in Section 7.1 of this Article. There shall
25 be no charge to the Association for such mandatory agency fee deductions.

26
27 7.3 If an employee in the bargaining unit belongs to a recognized religious organization which
28 does not permit its members to pay a representational/service fee to any employee
29 organization, an amount equal to the fee which would have been paid, will be paid by that unit
30 member and deposited into a Student Benefit Fund established and administered jointly by the
31 Association and the District. If no such fund exists, the amount deducted will be deposited by
32 the District with a recognized charitable organization designated by the unit member and
33 approved by the Association and the District. Such organization shall be a non-religious, non-
34 labor organization exempt from taxation under Section 503(c)(3) of Title 26 of the Internal
35 Revenue Code. Such payment shall be made on or before October 31 of each year.

36
37 7.4 Proof of payment and a written statement of objection along with verifiable evidence of
38 membership in a religious body whose traditional tenets or teachings object to joining or
39 financially supporting employee organizations, pursuant to Section 7.3 above, shall be made
40 on an annual basis to the Association and District as a condition of continued exemption from
41 the provisions of Sections 7.1 and 7.2 above. Proof of payment shall be in the form of receipts
42 and/or canceled checks indicating the amount paid, date of payment, and to whom payment in
43 lieu of the service fee has been made. Such proof shall be presented on or before October 31
44 of each school year.

45
46 7.5 With respect to all sums deducted by the District pursuant to Sections 7.1 and 7.2 above,
47 whether for membership dues or agency fee, the District agrees promptly to remit such monies
48 to the Association accompanied by an alphabetical list of unit members for whom such

1 deductions have been made, categorizing them as to membership or non-membership in the
2 Association, and indicating any changes in personnel from the list furnished.

3
4 7.6 The Association shall indemnify, defend and hold harmless the District against any court
5 action and/or administrative action before the Public Employment Relations Board (PERB)
6 challenging the legality or constitutionality of the agency fee article of this agreement or its
7 implementation. The Association shall have the exclusive right to decide and determine
8 whether any such claims or suits referred to in the above paragraph shall or shall not be
9 compromised, resisted, defended, tried or appealed.

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ARTICLE VIII
EMPLOYEE SAFETY AND WORKING CONDITIONS

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4 8.1 Employees shall not be required to work under unsafe conditions, perform tasks which are
5 reasonably foreseeable to be unsafe or life threatening. Employees shall provide the District
6 with immediate notice by telephone of hazardous conditions with written confirmation within
7 a reasonable period of time on a form specified by the District. Upon receipt of information
8 that a hazardous condition exists, the District shall take immediate appropriate action to
9 correct the condition. In the event an employee must be relocated as a result of a hazardous
10 condition, the employee shall be moved by the District, have the right of first refusal to return
11 to the original site when the condition is corrected, space becomes available, or a vacant
12 position opens. If the employee must be relocated for more than three (3) days, a release day
13 shall be provided. Additional days may be provided by the administrator.
14
- 15 8.2 An employee shall not be required to subject himself/herself to any situation a reasonable
16 person deems dangerous or likely to become so. In the event that such a situation occurs, the
17 employee may take prudent action.
18
- 19 8.3 An administrator or his/her designated representative shall be present at each building site
20 during school office hours to render timely assistance in the event of an emergency. An
21 employee has the right to refuse the designation. The staff shall be notified by a posting in a
22 prominent place of the designated representative. The employee shall not be required to
23 perform administrative duties.
24
- 25 8.4 Employees who have been attacked, assaulted, or battered, or who have been threatened with
26 injury by someone the employee reasonably believes is capable of inflicting such harm, shall
27 immediately report the incident to their immediate supervisor and to appropriate law
28 enforcement authorities. In the event the employee is unable to report to the appropriate law
29 enforcement authority, the immediate supervisor shall file a report on his/her behalf. The
30 employee's immediate supervisor shall provide all necessary assistance, including assistance
31 with filing any report pursuant to this section.
32
- 33 8.5 Every room used for instruction shall be equipped with an effective means of signaling the
34 school office of the need for immediate assistance.
35
- 36 8.5.1 Each school/center shall have a mutually agreed upon alternative communication
37 procedure.
38
- 39 8.5.2 Each school/center shall have one outside telephone line available for use by staff.
40
- 41 8.6 Any employee receiving a student who has been previously documented as representing a
42 threat to the safety of a teacher shall be notified upon placement of the student, subject to the
43 legal limits regarding the release of such information.
44
- 45 8.7 Any employee receiving a student who has been previously documented as representing a
46 threat to the health of a teacher shall be notified upon placement of the student, subject to the
47 legal limits regarding the release of such information.
48
- 49 8.8 Student Discipline

1 8.8.1 Suspension from Class/Activity by the Employee
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3 Employees may suspend, consistent with the requirements of the Education Code, any
4 student from his/her class for the day of the suspension and the day following, and
5 shall immediately report the suspension to the principal or his/her representative.
6 (See Appendix B.)
7

8 8.8.1.1 Employees shall conference with the school administrator prior to
9 suspension or as soon as possible thereafter, to provide an opportunity for
10 further action.
11

12 8.8.1.2 When a student is suspended from class, the District shall make a
13 reasonable attempt to notify the parents of the suspension. As soon as
14 possible, follow up contact shall be made by the employee to explain the
15 reasons for the suspension.
16

17 8.8.1.3 The employee shall request the parent to attend a face to face conference
18 prior to readmitting the suspended student to class. If requested, the
19 administrator shall attend the conference.
20

21 8.8.2 In-School Student Discipline
22

23 With prior notification to the site administrator, an employee may implement an in-
24 school student discipline plan.
25

26 8.9 When an employee identifies a student as presenting a threat to his/her safety, the employee
27 will immediately suspend the student from class and inform the building administration. If it
28 is mutually determined that a threat does exist, the student shall not be returned to the
29 classroom until after a conference with the parents has been held. The immediate supervisor
30 shall establish a time for a conference which shall include his/her representative, all of the
31 student's classroom teachers, the student, the student's parent(s), and any other appropriate
32 District employees. The purpose of this conference shall be to inform the parent(s) of the
33 student's behavior and to develop a plan of action for correcting that behavior. A written
34 summary of that agreement shall be provided to each person involved. The parent(s) shall also
35 be informed that if the student continues to present a threat to the safety of the employee, the
36 student shall be removed from the classroom.
37

38 8.10 A student, who is suspended pending expulsion for threatening an employee's safety, shall not
39 be returned to class without the concurrence of the employee whose class the student is being
40 assigned.
41

42 8.11 Article VIII shall include all activities under the jurisdiction of the District which involve
43 students.
44

45 8.12 The site administration shall assist all staff in case of emergency. This shall include the staffs
46 of all programs at that site.
47

48 8.13 Employees may exercise reasonable means to defend themselves when they perceive that they
49 are in imminent danger of harm.

1 8.14 No language negotiated in this Article will abridge the rights of regular or special Education
2 students given to them by Education Code or State and/or Federal law.
3

4 8.15 School Safety Plan
5

6 8.15.1 Prior to the first day of instruction every employee shall receive a copy of the
7 annually updated school safety plan. In order to prevent campus crime and violence
8 and to promote safe educational conditions, each school district shall adopt a
9 comprehensive "School Safety Plan" Ed. Code 35294-35249.9.
10

11 8.16 All members, including itinerant teachers, shall have equitable access to all general school
12 facilities, office and school equipment at the assigned school site, including but not limited to
13 printers, fax, photocopiers, restrooms, and phones for use in connection with District and school
14 business.
15

16 AREA members shall have the right to access their individual classrooms to perform their job
17 duties after school during safe and reasonable hours and when a custodian or administrator is
18 present. Nothing herein shall grant or allow access to the principal's office.
19

ARTICLE IX
HOURS OF EMPLOYMENT

1
2
3
4 9.1 Schools and/or alternative programs within a school, by two-third (2/3) majority vote of their
5 teachers, shall have the option of recommending to the principal the arranging of their day so
6 that students arrive and depart at varying times. (Staggered Programs)
7

8 9.2 The work day for employees shall be four hundred and five (405) minutes on campus. This
9 time shall include at least fifteen minutes (15) before the employee's assigned class is
10 scheduled to begin, a duty-free lunch period, all breaks and recesses, and at least fifteen (15)
11 minutes after the employee's instructional day. The duty-free lunch may be taken off-campus.
12

13 9.2.1 At the request of a teacher(s) involved and with notification to the Association's
14 President, the principal shall have the authority to permit teachers divergence from
15 the regular work day not to exceed the 405 minute work day.
16

17 9.2.2 Forty (40) consecutive minutes of duty-free lunch shall be provided each employee.
18 Employees in any school may opt for less than forty (40) minutes, but not less than
19 thirty (30) consecutive minutes, by a two-thirds (2/3) vote of all employees. All
20 employees, based on such vote, shall have the same amount of duty-free lunch time.
21 The vote shall be taken annually.
22

23 9.2.3 Employees, as a staff, may recommend to the principal starting and ending times and
24 scheduling. These times are set annually by the Board.
25

26 9.2.4 Students' instructional day shall begin when the teacher meets his or her students at
27 the designated assembly point. (See Appendix D — June 2002 Settlement Grievance
28 #27).
29

30 9.2.5 Walking students to and from lunch shall not be a part of a member's duty-free lunch.
31

32 9.3 The length of times for student instruction shall be:
33

34	Kindergarten	200
35	Grades 1, 2, 3	290
36	Grades 4 - 8	310

37
38 9.3.1 Teacher Preparation Time
39

40 Any time left after subtracting the staggered time in Section 9.1 and the student
41 instruction time in Section 9.3 from four hundred and five (405) minutes shall be
42 teacher preparation time. Teacher preparation time is that part of the employee's
43 workday excluding instructional time. It shall be work time used for program duties
44 and curriculum activities. Teacher preparation time may be taken before or after
45 student instructional time, and shall not be used for substituting in other classrooms.
46

47 9.3.1.1 Kindergarten teachers shall work and receive at least sixty (60) minutes of
48 the teacher preparation time in instructional activities with Kindergarten

1 and/or primary students according to a mutually agreed upon set daily
2 schedule set by the teacher.

3
4 9.3.1.2 4-1 Schedule

5
6 9.3.1.2.1 The District shall implement a 4-1 schedule district-wide.

7 A 4-1 schedule is understood to mean a school week in
8 which the instructional minutes for each school day are
9 rearranged to provide four (4) days of fifteen (15) minutes
10 longer instruction and a modified day of sixty (60) minutes
11 shorter instruction on Thursday of each week. This
12 modification shall not increase the teacher workday of 405
13 minutes.

14
15 9.3.1.2.2 The sixty (60) minute block of time created by this 4-1
16 schedule shall be teacher directed. This time is subject, but
17 not limited to the following activities: grade/subject level
18 meetings, special program/events, parent conferences, long-
19 term planning, class visitation in other districts (with
20 administrator approval), cluster meetings with other schools
21 (with administrator approval), and team planning.

22
23 9.3.1.2.3 The Association agrees to encourage all teachers to
24 participate in a variety of activities which will promote and
25 enhance the educational program at their school. Teachers
26 shall be required to work their contractual workday and no
27 teacher shall leave the campus during this period of time
28 without administrator approval.

29
30 9.3.2 Teacher Substitutes - Emergency Conditions

31
32 9.3.2.1 District Procedure #576 (Appendix B) shall remain in effect for the
33 duration of this agreement, unless changes are mutually agreed to by the
34 Association and the District.

35
36 9.3.3 The employees shall share equally in providing supervision.

37
38 9.3.3.1 A duty schedule shall be developed by the building principal or designee
39 at the school site and shall include before school, recesses, and after
40 school. The length of after school supervision shall not exceed fifteen
41 (15) minutes, except in extraordinary circumstances and shall count as
42 part of the four hundred and five (405) minute work day.

43
44 9.3.3.1.1 Should the designee(s) be a certificated employee(s), release
45 time or extended duty time shall be provided. The principal
46 shall assume responsibility for the duty schedule.

47
48 9.4 Meetings

- 1 9.4.1 Employees shall not be required to attend more than two (2) hours of meetings per
2 week nor more than thirty-five (35) hours of meetings per teaching term outside the
3 employee work day. Any fractional part of an hour that extends beyond the first hour
4 shall count as a full hour.
5
- 6 9.4.1.1 Employees shall be given one week's notice of required District/ School
7 meetings, other than staff meetings, and a two (2) day notice for required
8 staff meetings.
9
- 10 9.4.1.2 Meetings shall not conflict with local, state and/or national election days.
11
- 12 9.4.1.3 Employees may, with the approval of the site administrator, leave early on
13 days when night meetings are scheduled, to compensate for the time
14 required to remain until the end of the night activity.
15
- 16 9.4.2 Any staff meeting shall have an agenda that allows for input and will be emailed
17 and/or published 24 hours in advance of the meeting.
18
- 19 9.4.3. Required meetings (9.4.1.1) may be held before or after school as determined by two
20 thirds (2/3) vote of the staff. Those held after school shall begin no later than within
21 twenty (20) minutes of the dismissal of all students. The Kindergarten day shall not
22 be used as a basis for determining starting times of meetings held after school.
23
- 24 9.4.4 Any portion of a meeting scheduled on a minimum day which extends beyond the
25 employee work day shall be counted as one of the thirty-five (35) hours (9.4.1). The
26 employee shall not be required to remain in a meeting scheduled on a minimum day
27 which extends beyond the employee's work day unless required under 9.4.3.
28
- 29 9.4.5 No more than four (4) night meetings shall be required per school year.
30
- 31 9.4.5.1 End of the year promotion ceremonies at middle schools shall be counted
32 as one (1) of the thirty-five (35) hours of meetings per Article 9.4.1.
33
- 34 9.4.6 Upon written request from at least two-thirds (2/3) of the on-site/unit employees, the
35 principal/administrator in charge shall call a special faculty meeting at which he/she
36 shall be present. These meetings are not included in the 9.4.1 limitations. The
37 agenda of the special faculty meeting shall be limited to items included in the request
38 and shall be included with the announcement of the special faculty meeting.
39
- 40 9.4.7 District or Site meetings, not including Governing Board meetings, shall not be held
41 on Monday when regularly scheduled Alum Rock Educators Association meetings are
42 conducted.
43
- 44 9.4.8 Individualized Education Program (IEP) Case Managers may schedule IEP team
45 meeting during the four hundred and five (405) minute work day at a time mutually
46 agreed to by the IEP team who shall attend the IEP meetings. A meeting that is
47 voluntarily scheduled entirely or in part outside of said work day shall not result in
48 extended duty pay. For the purposes of this agreement, the IEP team members include

1 any administrator and AREA bargaining unit member who shall be in attendance at
2 the meeting.

3
4 If an AREA unit member of the IEP team is given a written directive by an
5 administrator to attend an IEP meeting entirely or in part outside the four hundred and
6 five (405) minute workday, the AREA unit members of the IEP team will receive the
7 extended duty hourly rate in accordance with Article XVI Section 16.6 of the District
8 and AREA Collective Bargaining Agreement. Timesheets must be submitted by
9 AREA bargaining unit members for extended duty pay per this agreement.
10 Timesheets must be submitted on or by the last day of instruction to the administrator
11 who issued the directive.

12
13 The District agrees that neither IEP nor SST meetings can be required after the
14 instructional day on Thursdays. Such meetings scheduled during this time are
15 considered voluntary.

16
17 The rules specified above shall also apply to Student Success Team (SST) meetings.

18
19 9.4.9 The entire staff shall meet as one group at a staff meeting, at least once per month to
20 address all school wide issues and concerns.

21
22 9.5 Report Card Preparation and Parent Conferencing

23
24 There shall be thirteen (13) minimum days: twelve (12) of which shall be for report card
25 preparation and a parent-teacher conferencing period as specified on the calendar, one (1) of
26 which shall be for an Association meeting. The thirteen (13) minimum days shall each have
27 eighty (80) minutes of non-student contract time at the end of the instructional day.
28 Arrangement of time shall be mutually determined.

29
30

Kindergarten	200 minutes
Grades 1 - 3	210 minutes
Grades 4 - 8	230 minutes

31
32
33

34 9.5.1 Kindergarten teachers shall combine AM/PM classes for the purpose of report card
35 preparation and parent teacher conferences. Kindergarten teachers have the right to
36 mutually agree on another option.

37
38 9.6 [Intentionally omitted].

39
40 9.7 Itinerant teachers may use the fifteen (15) minutes before class to conduct business at the
41 District Office.

42
43 9.8 Specialists and prep providers will begin direct service to students no later than five (5) school
44 days after the start of school and shall maintain service through the last day of school.

45
46 9.9 Employees may be required by the site manager to sign in and out. The procedure used will
47 be mutually agreed upon by the staff and site administrator.

48
49 9.10 Preparation Time

1
2 9.10.1 Middle School Level
3

4 The District shall provide, at each middle school, one preparation period per
5 instructional day for each teacher. The preparation period shall result in five (5)
6 periods of instruction in a six period day. The preparation period will be
7 approximately 50 minutes in length and the equivalent of a teaching period. This
8 preparation period shall be scheduled for the same time each student day and at the
9 same period each student day. No A/B schedule shall be implemented. . The
10 preparation period shall result in reduced student contact time to be used for
11 preparation.
12

13 9.10.1.1 Middle school teachers shall receive \$40 for substitute service during a
14 preparation period. The administrator shall consider volunteers.
15

16 9.10.2 Elementary Level
17

18 9.10.2.1 The District shall provide two (2) preparation periods per week for each
19 teacher in grades 4-6, approximately 50 minutes in length.
20

21 9.10.2.2 Teachers at the elementary level shall receive \$35 for a missed preparation
22 period. Teachers shall submit a claim for payment to the designated
23 administrator on a monthly basis.
24

25 9.10.2.3 All RSP teachers at the elementary level (K -- 5) shall have the equivalent
26 of two (2) 50 minutes prep periods per week for special education services
27 including but not limited to, preparation of conducting IEPs, SSTs,
28 assessing students, and writing IEPs.
29

30 9.10.3 The preparation period schedule shall be prorated for minimum days, so that all
31 teachers receive their preparation period.
32

33 9.11 Any unit member who teaches a zero (0) instructional period, or a seventh (7th)
34 instructional period, that extends beyond the 405 minute workday, shall be paid an
35 additional .20 (twenty percent) of their salary.
36

37 9.12 Prep Period Changes for Mandated State Testing.
38

39 Elementary Prep Period
40

41 For the two week testing period, (for mandated state testing) each elementary school will
42 use the first 100 minutes of each day as a testing block. Each 4th and 5th grade teacher will
43 then receive a shortened prep period (32 minutes) similar to the minimum day schedule
44 now in use. The prep periods will begin during the 3rd instructional block as indicated on
45 the elementary school bell schedules.
46

47 Problems will occur if individual schools deviate from this schedule, as the prep providers
48 will not be able to provide coverage for the prep periods.
49

1 Each day, during the testing block, prep providers may be used to administer make-up tests
2 as needed, help monitor testing, or receive direction from the music coordinator.

3
4 Any employee who does not receive a prep period will be paid, using site funds, the agreed
5 upon amount of \$40 per prep period missed.

6 Middle School Prep

7
8
9 For the purpose of administering the state mandated tests, when it is necessary to adjust the
10 schedule to accommodate a 100 minute period, the 100-minute period shall count as first
11 period. The remaining five (5) periods shall be pro-rated. Employees who have first period
12 prep shall receive prep time equal to that of the pro-rated periods. Any time beyond that,
13 employees will help monitor testing or other duties assigned by the administrator. This
14 schedule is similar to the minimum day schedule now in use.

15
16 Middle schools that vary the order of the regular schedule will continue to provide the
17 regular prep period to each employee.

18
19 Any employee who does not receive a prep period will be paid, using site funds, the agreed
20 upon amount of \$40 per prep period missed.

21

**ARTICLE X
CLASS SIZE**

10.1 Class size means the number of students for whom an employee has responsibility at any given time. Class size shall not exceed:

	<u>Maximum</u>
K - 3	32
4 - 8	33
Bilingual Classes	31
Combination Classes	29
Physical Education (Average over day) (Not to exceed 40)	35
Learning Handicapped	15
Visually Handicapped	10
Hearing Impaired	10
Adapted Physical Education (Case Load)	55
Speech (Case Load)	55
Resource Specialist Program (Case Load) (Limit of 12 at any one time)	28
Autistic	10

Any funds that are approved, allocated, and distributed by the State to the Alum Rock Union Elementary School District for the purpose of class size reduction will be negotiated with AREA prior to implementation.

10.1.1 Subsequent to September 30 of any school year, any employee, with the exception of P.E. and instrumental music, whose class size exceeds these limits shall be paid one dollar (\$1.00) per excess student per hour/middle school period, not to exceed five dollars (\$5.00) per student per day for self-contained classes. Fifteen (15) school days after September 30, any employee, with the exception of instrumental music, whose class sizes exceed these limits shall be paid two dollars (\$2.00) per excess student per hour/middle school period, not to exceed ten dollars (\$10.00) per excess student per day for self-contained classes. The excess class size stipend shall be made in two payments. The first payment will be for excess students during the months of October — December. Teachers complete and submit documentation for months 2 — 4 at the end of December. The District will pay all stipends by February 10th if all required documentation, submitted accurately and completely with required signatures, is received no later than January 10th. The second payment will be for excess students during the months of January — June. Teachers complete and submit documentation for months 5 — 10 by the last day of instruction. The District will pay all stipends by July 10th if all required documentation, submitted accurately and completely with required signatures, is received no later than the last day of instruction in June. AREA and the District shall negotiate the process and form(s) used for class size overage payments.

Unit members teaching physical education shall receive the overage payment if their total student contact exceeds 175 and/or individual class size exceeds 40.

1
2 Special education students shall be counted in the class size whenever they are placed
3 in the regular education classroom.
4

5 10.1.2 To the extent that there are available applicants who meet the posted requirements,
6 bilingual paraprofessionals will be assigned to classes based on proficiency in the
7 languages of instruction. Upon request, the District shall provide the Association
8 with current applicable data.

9 10.2 Ratios

10
11 10.2.1 Special Education teachers, speech therapists, nurses, psychologists, counselors,
12 librarians, prep providers, resource teachers, coaches or traveling music teachers are
13 not to be counted in establishing the Average Student Ratio for school or District.
14

15 10.2.2 Other specialists count in determining Average Student Ratio when their primary job
16 function requires working with groups of students without the presence of the regular
17 classroom teacher.
18

19 10.2.3 The positions of nurses, librarian, and counselor shall only be eliminated through the
20 process of attrition.
21

22 10.2.4 The District shall maintain at least the number of school psychologists to provide
23 basic, non-categorical services necessary to maintain the ratio of one (1) psychologist
24 per fifteen hundred (1500) students. Staff level adjustments to maintain this ratio
25 shall be determined and made based upon previous year's May enrollment.
26

27 10.2.5 In Industrial Education, and Home Economics, and other laboratory classes, number
28 of students shall not exceed the number of basic work stations available. Basic work
29 stations are defined as "an assigned location where a student normally spends the
30 majority of his/her class time" and which contains the implements necessary for a
31 student to work safely, subject to the provisions of the applicable Education Code.
32

33 10.2.6 The District shall establish and maintain staffing of the instrumental music program
34 equivalent to the following formula:
35

36 One (1) middle school or jazz band conductorship equates to a .5 FTE.
37

38 One (1) elementary school or assistant jazz band conductorship equates to a .25 FTE.
39

40 The District Jazz Program shall be maintained as a whole at 1.0 FTE.
41

42 Assistant conductorships for the District Jazz Program may be divided into other
43 than .25 FTE's as long as all assigned parties to the Jazz Program agree.
44

45 10.2.7 Administratively directed regrouping of students for instruction for more than a total
46 of twenty (20) minutes/per day, between teachers shall not result in a class size that
47 exceeds the limits as stated in the Article 10.1 and Class Size Reduction Program
48 20:1 (K-3) March 8, 2010 Tentative Agreement.
49

1 10.3 Classified Special Education Students
2

3 Classified Special Education Students are those students with Special Education IEP's, with
4 the exception of those receiving only Speech Therapy and/or Adapted P.E. IEP's.
5

6 10.3.1 No self-contained or middle school class (excluding P.E.) shall receive more than
7 one SDC student at any given grade until all classes in that school at that grade
8 level/subject area have received one mainstreamed student, and no more than two
9 students unless agreed to by the receiving teacher.
10

11
12 10.3.2 No self-contained or middle school class (excluding P.E.) shall receive within the
13 first school month, more than one RSP student at any given grade until all classes in
14 that school at that grade level/subject area have received one RSP student.
15

16 10.3.3 Middle School P.E. classes may include no more than four (4) SDC students unless
17 agreed to by the receiving teacher.
18

19 10.3.4 Inequity in placement of Classified Special Education students throughout all
20 available classes may be grounds for complaint.
21
22

ARTICLE XI
NON-TEACHING AND EXTRA-CURRICULAR ACTIVITIES

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13

- 11.1 During teaching hours, no employee shall be required to participate in any activity which interferes with the prime responsibility of his/her assigned position. No employee shall be regularly required to perform job duties on an extended basis above and beyond those required of others in the same school.
- 11.2 Employee participation in parent/community centered activities (PTA ,SSC, ELAC, etc.) shall merit positive comment on the employee evaluation.
- 11.3 No employee shall be required to perform duties which are required of an administrator.

ARTICLE XII
TEMPORARY EMPLOYEES

1
2
3
4
5
6
7
8
9
10

12.1 The beginning and ending dates and conditions of a temporary contract shall be determined by the District and included in the posting of the position.

12.2 During the duration of their contract, temporary employees shall be governed by this agreement.

ARTICLE XIII
EMPLOYEE EVALUATION

1
2
3
4 13.1 General Consideration and Definitions
5

6 13.1.1 The intent of evaluation is to maintain or improve the quality of education
7 throughout the District in a positive manner. This evaluation shall be done in
8 accordance with Education Code Section 44662.
9

10 13.1.2 The process of evaluation shall consist of two (2) components: Formal Observation
11 (Sections 13.2 to 13.2.7) and Evaluation (Sections 13.3 to 13.3.6.2).
12

13 13.1.2.1 Evaluation and observation of non-classroom employees must occur on
14 those portions of the employee's duties which are described in their job
15 description or are part of their general duties.
16

17 13.1.2.2 No employee shall be evaluated and/or observed for evaluation purposes
18 in a role which is not part of his/her regular assignment.
19

20 13.1.3 An evaluation shall not include any reflection of an employee's personal, political,
21 and/or organizational activities or preference. It shall not be based solely on the
22 presentation of ideas, materials, and positions which might be deemed to be
23 unpopular or controversial; it is recognized and agreed that the welfare of the student
24 is served through the introduction and open balanced exchange of ideas. An
25 evaluation shall not interfere with an employee's freedom of speech or use of
26 materials in the classroom unless such use constitutes a clear and present danger to
27 the students or the District. It is understood and agreed by the parties that the intent
28 of evaluation is to maintain or improve the quality of education in the District in a
29 positive, constructive and systematic manner. It is recognized that a system of
30 periodic evaluation is essential to assist teachers in developing competency and
31 realizing their potential. It is further recognized that information gathered through
32 such a system will enable Board of Trustees' decisions, for which an employee's
33 competence is relevant, to be made in a just and equitable manner.
34

35 13.1.4 Evaluation and assessment of the performance of each employee shall be made on a
36 continuing basis once each year for temporary and probationary employees. District
37 recommends that permanent status teachers shall be evaluated at least every three (3)
38 years. Employee evaluations undertaken pursuant to this section shall be consistent
39 with the intent of the evaluation process as stated in section 13.1.1.
40

41 13.1.5 Any teacher evaluation instrument shall be mutually developed and revised with the
42 Association and adopted by the District. Copies of the evaluation instrument shall be
43 available to each employee no less than ten (10) days prior to any initial formal
44 observation.
45

46 13.1.6 The evaluator shall be the site administrator/program manager, or one who has been
47 designated as the evaluator. If the evaluator is to be a certificated administrator other
48 than the site administrator/program manager, the employee shall be notified by
49 October 1 who the evaluator shall be.

1
2 13.1.6.1 An additional evaluator may be assigned as per Section 13.3.2.
3

4 13.1.6.2 An additional evaluator may be assigned when the Superintendent
5 declares to the Association an extraordinary situation exists.
6

7 13.1.7 The employee shall have the option to include an Association representative of
8 his/her own choosing to be present at any or all stages of the formal observation and
9 evaluation. The dates/times for unannounced observations shall be treated as
10 confidential information by the Association. The cost of any additional observers
11 will be borne by the Association.
12

13 13.1.7.1 Such representative may be a designated representative as per Section
14 5.2.6. Such representative shall serve at the discretion of the
15 Association, and should be from the same site. Release time for such
16 representation shall be from the days available as per Article 3.4. These
17 days may be in half or whole days.
18

19 13.1.8 No employee shall evaluate another employee, nor shall he/she be required to assess
20 his/her own performance as it relates to formal evaluation as described in this
21 Article. An employee may assess his/her own performance as it relates to
22 observations.
23

24 13.2 Formal Observations 25

26 13.2.1 A formal observation shall be a minimum of twenty (20) minutes.
27

28 13.2.2 At least two (2) formal observations shall be made in the evaluation year by the
29 evaluator; one shall be arranged by the evaluator and the employee at least two
30 instructional days in advance of the observation; the other(s) may be unannounced.
31 Probationary/temporary employees or those on a remediation plan shall be observed
32 and evaluated yearly. The evaluator shall use only his/her own observations to
33 complete the Teacher Observation Form. Commendations from any observations
34 may be used by the evaluator.
35

36 13.2.3 The evaluator shall formally observe the employee prior to the end of January, but
37 not, except in extraordinary circumstances, before the end of the first school month.
38 Visitations may occur at any time.
39

40 13.2.3.1 Both observations shall be completed prior to the formal evaluation
41 conference.
42

43 13.2.3.2 For employees not receiving an evaluation, the second formal
44 observation shall be completed by April 1.
45

46 13.2.4 Not later than five (5) work days following any formal observation, a conference
47 shall be held by the evaluator with the employee, during which time specific written
48 observations, commendations, recommendations, and significant weaknesses in
49 performance which are specifically related to the evaluation instrument, shall be

1 communicated and documented. If a significant weakness is noted, it shall be
2 discussed at the conference and recommendations for improvement by the evaluator
3 and/or the employee shall be discussed and included in the observation summary. A
4 copy shall be given to the employee at the conference. This copy and the original
5 shall be signed by the evaluator and the employee. The signature of the employee
6 will not indicate agreement; it will only affirm that there has been an opportunity to
7 read and discuss the contents of the observation with the evaluator.
8

9 13.2.4.1 Within twenty (20) work days after the observation conference, the
10 employee may schedule a follow-up observation with his/her immediate
11 supervisor to demonstrate progress in addressing those areas of concern
12 noted in the observation. Any improvement will be noted in a positive
13 manner in the formal evaluation.
14

15 13.2.4.3 The employee shall, at any time, be entitled to an additional formal
16 observation, conference, and written summary by the same or by an
17 additional evaluator. Reason(s) shall be given for this request in writing.
18

19 13.2.4.4 The observation and/or evaluation conference shall be held during the
20 employee work day, or the employee shall be paid the hourly rate of pay
21 unless the employee requests a time outside the work day.
22

23 13.2.5 Observation Forms

24
25 The formal observation form shall be directly related to categories on the Evaluation
26 Instrument. The observation form shall be the same throughout the district. Copies
27 of the observation form shall be available to each employee no less than ten (10)
28 days prior to any initial formal observation.
29

30 13.2.6 Observations

31
32 There shall be at least two (2) formal observations in the evaluation year by the
33 designated evaluator, who shall use only his/her classroom observations to complete
34 the Teacher Evaluation Instrument. Commendations from any observations may be
35 used by the designated evaluator.
36

37 13.2.7 Unusual behaviors presenting a clear and present danger to the student and/or the
38 District shall be specifically described, documented, and included in the conference
39 summary, and shall be placed in the employee's file. Sections 13.3.3, 13.3.4, 13.3.5,
40 13.3.6, and 13.3.6.1 shall apply.
41

42 13.3 Conference About Evaluation Instrument

43
44 13.3.1 After the formal observations, an evaluation conference shall be held during which
45 specific written observations, commendations, cited deficiencies, and
46 recommendations, which are specifically related to the evaluation instrument, shall
47 be communicated and documented.
48

- 1 13.3.1.1 This formal evaluation conference for employees being evaluated shall
2 be completed by May 1 to discuss recommendations and concerns.
3
- 4 13.3.1.2 A formal conference shall be held prior to March 1 to discuss the
5 completed evaluation instrument for any employee having received cited
6 deficiencies. ("Needs Improvement" rating on Teacher Evaluation
7 Instrument.) If a remediation plan is needed it shall be outlined in the
8 evaluation summary. A copy shall be given to the employee at the
9 conference. This copy and the original shall be signed by the evaluator
10 and the employee. The signature of the employee shall not indicate
11 agreement; it will only affirm that there has been an opportunity to read
12 and discuss the contents of the observation with the evaluator.
13
- 14 13.3.2 The employee shall, at any time, be entitled to an additional observation, conference,
15 and written evaluation by another evaluator. The reason(s) for this request shall be
16 given in writing.
17
- 18 13.3.3 Employee evaluations shall be kept only in evaluation files in the principal's/
19 program manager's office and the District Personnel Office. These files shall be
20 open for inspection by the employee and/or designated representative having the
21 employee's written authorization. No material, as a result of this Article, will be
22 placed in any file without a copy being furnished to the employee prior to inclusion
23 in the file.
24
- 25 13.3.3.1 Nothing can be placed in an employee's file without the district's stamp
26 and the employee's signature. If the employee refuses to sign, the
27 Association will receive written notification and the document will be
28 placed in the employee's file.
29
- 30 13.3.3.2 Within ten (10) work days after the agreed upon response date, said
31 material must be placed in the District evaluation file.
32
- 33 13.3.3.3 Any local site file shall not include anything not also contained in the
34 District evaluation file, except those materials referred to in 13.3.3.2.
35
- 36 13.3.4 The District shall not base any action against an employee upon materials which
37 were not signed by the employee at the time of the incident and placed in the
38 employee's file, except as specified in 13.3.3.1.
39
- 40 13.3.5 The person or persons who draft and/or place materials covered in this section in an
41 employee's evaluation files shall sign the materials and signify the date on which
42 such material was drafted and placed in the employee's evaluation files. Nothing
43 shall be placed in the employee's evaluation files without the employee having the
44 opportunity to read, sign, date, and respond to such materials. Such opportunity shall
45 take place during the employee's work day. The employee shall be released from all
46 duties for an uninterrupted period of time agreed upon by the employee and the site
47 administrator.
48

1 13.3.6 Employees' evaluation files shall be confidential. Governing Board members may
2 request the review of an employee's evaluation file at a duly constituted personnel
3 session of the Governing Board. The employee and the Association shall be notified
4 of such request. The employee has the right to be present.
5

6 13.3.6.1 Only those management personnel immediately involved with the
7 employee evaluation or observation process will have access to the
8 evaluation files. These files shall be locked. Each employee's evaluation
9 file which is in need of use will be signed and dated by the management
10 member. The District will be responsible for limiting access to
11 evaluation files by classified employees to only those involved in typing
12 or filing completed observations, evaluations, or conference summaries.
13

14 13.3.6.2 An employee may give written permission allowing a member of
15 management access to his/her evaluation file.
16

17 13.4 Accountability 18

19 13.4.1 The evaluator shall take positive action to assist the employee to correct any cited
20 deficiencies. Such action shall include a remediation plan. This remediation plan
21 shall consist of:
22

- 23 1. Areas where improvement is needed
- 24 2. Measurable objectives for improvement
- 25 3. Evaluator's role in assisting the teacher
- 26 4. Additional resources to be utilized to assist with improvements
- 27 5. Adequate release time for the employee to avail himself/herself of other
28 resources to improve in the areas in which deficiencies were cited
- 29 6. Means for measurement of improvement
- 30 7. Time schedule for monitoring improvement
31

32 13.4.1.1 Only those areas listed in the remediation plan will be commented on by
33 any additional management observer assigned to assist the employee. An
34 additional observer's comments may be used in the formal evaluation
35 only with the employee's written permission prior to the formal
36 evaluation.
37

38 13.4.1.2 The remediation plan shall provide a mutually agreed upon number of
39 work days to allow the affected employee a reasonable opportunity to
40 improve. If no mutual agreement is achieved between the employee and
41 the evaluator within two (2) work days of the formal conference, the
42 number of work days allowed for the remediation plan shall be twenty-
43 five (25).
44

45 13.4.1.3 The implementation of a remediation plan is the joint responsibility of
46 the designated evaluator and the employee. If the evaluator's specific
47 responsibilities under a Plan are not carried out within the required
48 timelines, the remediation plan shall be null and void and the cited
49 deficiency shall be eliminated from the evaluation form and the

1 employee shall receive a satisfactory evaluation. The employee may be
2 formally observed and evaluated the following year.

3
4 13.4.1.4 Upon completion of the remediation plan, a conference shall be held at a
5 mutually agreed upon time.
6

7 13.4.2 If subsequent remedial action eliminates the negative evaluation and/or the identified
8 deficiencies, any material believed by an employee to be negative or derogatory
9 shall, upon request, be removed from the file, and retained as noted in Section
10 13.4.2.1 after a period of two (2) years.
11

12 13.4.2.1 Permanent Records removed from the employee's file will be placed in a
13 sealed envelope clearly labeled "Shall Be Used For Evaluation
14 Purposes." These records will then be placed in a separate file labeled
15 "Permanent Records - More Than Two Years Old."
16

17 13.4.3 An employee shall not be held accountable for any aspect of the educational program
18 over which he/she has no authority to control or correct. An employee shall be held
19 accountable for any aspect of the educational program over which he/she has the
20 authority to control or correct.
21

22 13.4.3.1 Employees shall not be evaluated in their implementation of the
23 curriculum unless District-selected instructional materials and adopted
24 textbooks are provided by the District. These materials shall be
25 delivered to each school and distributed to the receiving employee's work
26 area.
27

28 13.4.4 An employee shall be responsible for the Paraprofessional(s) with whom he/she
29 works in accordance with the following:
30

31 13.4.4.1 The District and the Association shall jointly recommend job
32 descriptions consistent with grade level programs, and other needs, and
33 shall submit them through appropriate channels to better meet the needs
34 of the District programs and projects.
35

36 13.4.4.2 The employee shall be responsible for assigning the tasks and duties to
37 the Paraprofessional and such tasks and duties shall be consistent with
38 project guidelines and the job description for the Paraprofessional(s).
39

40 13.4.4.3 Paraprofessionals and other classified personnel shall not be used in a
41 teaching capacity in place of an employee. Paraprofessionals shall assist
42 the employee by reinforcing learning skills in small groups while in the
43 presence and under the supervision of an employee/administrator.
44

45 13.4.4.4 Employees shall have the right to recommend to the principal, via a
46 written request, that a paraprofessional be transferred within the site.
47 The request shall contain a written explanation of the reason or reasons
48 for transfer request. Such reasons may include persistent disagreement
49 regarding classroom methods, unsuitability of the paraprofessional's

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skills for particular programs, differences regarding standards of student behavior, and/or interference with employee performance. Reasons for transfer under this Agreement need not include questions of competency or other grounds for dismissal proceedings. The requested transfer shall be acted upon within ten (10) work days.

**ARTICLE XIV
TRANSFER**

1
2
3
4 14.1 Sequence of Transfer
5

6 Employees shall come under the provisions of this section and shall be offered placement in
7 the following order (1—5), see 14.3 – 14.3.5.2 before hiring outside the District. This
8 sequence shall apply to all openings which occur throughout the year. All provisions of this
9 article shall comply with Education Code 35036.

- 10
11 1. Involuntary Excess List
12 Sections 14.3.1-14.3.1.6.3
13 2. Voluntary Excess List
14 Sections 14.3.2 -14.3.2.1
15 3. Shared Contract Status
16 Section 14.3.3 – 14.3.3.2
17 4. Personnel Returning from Leave
18 Sections 14.3.4 – 14.3.4.1
19 5. Voluntary Transfer
20 Sections 14.3.5 – 14.3.5.2
21

22 14.2 Definitions
23

24 14.2.1 Involuntary Excess List
25

26 Employees shall be declared excess only on the basis of declining enrollment,
27 reduction of services, or changes in credential requirements mandated by law.
28 Excess employees refers to transfer. Seniority for excess only is based on District
29 Seniority and membership in a Special Unit. An employee in a Special Unit shall be
30 excessed from that unit based on years of service in that Unit. Years of service need
31 not be consecutive. An employee not in a Special Unit shall be excessed only by
32 District Seniority.
33

34 14.2.1.1 There shall be no vacancy in a school or in a Special Unit where there
35 are excess, credentialed employees.
36

37 14.2.2 Special Unit
38

39 A Special Unit is a group of employees in a specialized category who require special
40 credentialing. Membership in a Special Unit does not define location of an
41 employee's position. Special Units and their members shall be defined annually by
42 the Administration with the concurrence of the Association.
43

44 14.2.3 Transfer
45

46 Transfer is a change from one school site to another and/or into/out of a Special Unit.
47 This provision is not intended to prevent employees at a site or within a Special Unit
48 from voluntarily transferring to an open position at the same site or within the same
49 Special Unit.

1
2 14.2.4 Returnees from Management
3

4 Returnees shall have involuntary, voluntary excess, or leave of absence status
5 depending on his/her situation.
6

7 14.2.5 Date of Excess
8

9 Date of receipt of written notification of excess except as specified in 14.3.1.2.
10

11 14.2.6 Date of Transfer
12

13 Date of transfer is the effective date of transfer (i.e., two (2) days prior to the start of
14 a new assignment).
15

16 14.2.7 District Seniority
17

18 District Seniority shall be based on Ed. Code Sections 44844 through 44848. Present
19 employees with identical starting dates have had their positions determined by
20 lottery. Membership in a Special Unit does not create an exemption from the District
21 Seniority List.
22

23 14.2.8 Continuing Position
24

25 A continuing position is an existing position that has been vacated.
26

27 14.2.9 Newly Created Position
28

29 14.2.9.1 A position which, in the previous year, did not exist at a school or at the
30 District level. This may include, but is not limited to, changes in job
31 description(s) or new grade level position(s) added.
32

33 14.2.9.2 Any position created by an increase in enrollment which causes
34 employment of an additional teacher.
35

36 14.3 General Categories of Transfer
37

38 14.3.1 Involuntary Excess List
39

40 Employees shall be declared excess only on the basis of declining enrollment,
41 reduction of services or changes in credential requirements mandated by law.
42

43 14.3.1.1 When it is necessary to excess an employee at a building, the District
44 Seniority numbers shall be used. This list shall be posted at each
45 building site annually by February 1, and amended throughout the school
46 year as needed.
47

48 14.3.1.2 Procedures for Declaring Employees Excess at the School or in a Special
49 Unit Positions to be affected (eliminated/reduced) and employees to be

1 excessed are determined by a mathematical procedure based upon class
2 size. The deadline for declaration of excess employees based on
3 projected loading for September shall be March 15 of each year. The
4 Assistant Superintendent of Human Resources shall publicize the
5 deadline at least ten (10) working days prior to the deadline. The
6 effective date of excess for these personnel shall be the date of receipt of
7 written notification of excess.

8
9 14.3.1.3 Implementation

10
11 The immediate supervisor at each school or of each Special Unit shall
12 notify those employees identified as excess. Notifications shall include
13 the date of such identification and a copy shall be sent to the Assistant
14 Superintendent of Human Resources. The immediate supervisor shall,
15 on the same day, notify in writing the other employees of the excess and
16 ask for volunteers to take the place of the excessed employee(s). (The
17 order of excessing, in such a case, would remain unchanged.) An
18 employee may volunteer within five (5) work days to take the place of
19 the excessed employee and shall have the same rights and privileges as
20 excessed employees.

21
22 14.3.1.4 Rights

23
24 14.3.1.4.1 Employees who have been involuntarily excessed due to
25 declining enrollment, reduction of services, or changes in
26 credential requirements mandated by law, shall not again be
27 declared excess for four (4) years from the date of excess, and
28 shall have the right to exercise one of the following three
29 options:

- 30
31 A. The employee shall have first right to an open
32 continuing position at his/her original school or unit;
33
34 B. Within one (1) year of the date of excess, the
35 employee shall have first right to any open continuing
36 position for which he/she is credentially qualified,
37 provided that no other transferred employee is entitled
38 to the option above;
39
40 C. In the event of the restoration of services, employees
41 excessed from the program have priority to return to
42 that program within twenty-four (24) months.

43
44 If an employee exercises any of the above options, three (3)
45 years of immunity (instead of four (4) years) shall be
46 provided as defined above. An employee subject to
47 involuntary excess shall apply for a position by sending
48 his/her application to the Assistant Superintendent of
49 Human Resources with his/her date of declaration of

1 excess. It shall be the responsibility of the employee to
2 make application by the close of business on the eighth
3 (8th) business day from the date of posting. The Assistant
4 Superintendent of Human Resources shall maintain a record
5 of the use of options by involuntarily excessed employees,
6 and shall determine the application with the earliest date of
7 excess. If two (2) or more involuntarily excessed
8 employees apply for the same position and have the same
9 date of excess, the employee with the greatest seniority
10 shall be offered the position.

11 14.3.1.4.2 An employee shall not be reassigned more than two (2)
12 times per teaching term, except when extraordinary
13 circumstances prevail or with the agreement of the employee.
14 Reasons for reassignment shall be given in writing. Equity in
15 the use of such reassignment shall apply at each site.

16
17 14.3.1.5 Employees Declared Excess For Whom There Are No Open Positions: If
18 no position (other than daily substitute positions) is available at the time
19 of declaration of excess, the excessed employee may elect to continue
20 working at his/her present location in an instructional capacity (resource
21 teacher, class-size reduction, etc.) until a position becomes available.
22 This arrangement, however, shall be limited to thirty (30) business days,
23 after which time a substitute position shall be permissible until a regular
24 position is available.

25
26 14.3.1.6 Compensation for Employees Involuntarily Excessed

27
28 14.3.1.6.1 Employees excessed from one school site to another, or who
29 are transferred into or out of a Special Unit, shall receive a
30 \$350 relocation voucher, expendable for instructional
31 materials and/or aide time or the equivalent amount
32 reimbursed to the employee for the purchase of instructional
33 materials. Authority to spend these monies shall be
34 authorized within five (5) calendar days of notification of a
35 change in status. The District shall provide transportation and
36 manpower to move classroom materials to the new school
37 site. When the transfer occurs during the school year, there
38 shall be two (2) work days for the employee to accomplish the
39 transfer following the effective date plus the \$350 voucher or
40 the equivalent amount reimbursed to the employee for the
41 purchase of instructional materials.

42
43 14.3.1.6.2 If an involuntary change in class assignment is made after the
44 school year has begun, the District shall provide one of the
45 following:

- 46
47 1. \$120 voucher for instructional materials and/or aide
48 time or the equivalent amount reimbursed to the

1 employee for the purchase of instructional materials.

- 2
- 3 2. Two (2) days release time. (The administrator shall
- 4 arrange for release time at the time of the change.)
- 5
- 6 3. \$60 voucher for instructional materials and/or aide
- 7 time and one (1) day release time or the equivalent
- 8 amount reimbursed to the employee for the purchase
- 9 of instructional materials.

10

11 14.3.1.6.3 Employees who are reassigned from one department to

12 another, and/or from one grade level to another—three (3)

13 grade levels or more, shall receive \$140 for instructional

14 materials or aide time or the equivalent amount reimbursed to

15 the employee for the purchase of instructional materials.

16

17 14.3.2 Voluntary Excess List

18

19 Voluntary excess guarantees the employee (K-8) a transfer out of his/her present

20 position if he/she does not have a current remediation plan. This remediation plan

21 shall relate only to teaching techniques. The position of an employee requesting

22 voluntary excess shall become a vacancy as of April 1, and the employee shall be

23 placed on the District Excess List. Voluntary Excess requests for September of the

24 following year may be submitted by the deadline of 14.3.1.2. The employee shall

25 notify in writing his/her immediate supervisor and the Assistant Superintendent of

26 Human Resources that he/she is requesting a transfer. The notification to the

27 Assistant Superintendent of Human Resources shall include a written résumé.

28

29 14.3.2.1 Rights

30

31 After involuntarily excessed employees have been placed, volunteers for

32 placement on the District excess list shall have first right to open

33 continuing positions subject to the requirements of Education Code

34 35036. Voluntary excess employees who accept placement in an open

35 continuing position shall not be declared excess for four (4) years. The

36 District shall provide transportation and manpower necessary to move

37 classroom materials to the new location. When the transfer occurs during

38 the school year, there shall be two (2) workdays for the employee to

39 accomplish the transfer following the effective date.

40

41 14.3.3 Returning from Shared Contract Status

42

43 14.3.3.1 An employee on part-time leave working on a shared contract may, at

44 his/her request, return to full time employment upon expiration of his/her

45 leave.

46

47 14.3.3.2 Employees returning from part-time leave on shared contract to full-time

48 employment shall be placed after employees on Voluntary Excess List.

1 14.3.4 Personnel Returning from Leave
2

3 14.3.4.1 Employees returning from leave shall be placed after employees
4 returning from part time leave on shared contract. Seniority shall
5 determine the offer of placement to personnel returning from leave.
6

7 14.3.5 Voluntary Transfer
8

9 Procedures for employees desiring Voluntary Transfer: Transfer requests may be
10 submitted to the Department of Human Resources at any time upon the posting of a
11 certificated staff position. A separate request must be made for each posting, except
12 for employees volunteering to the District excess list. The employee shall notify in
13 writing his/her immediate supervisor and the Assistant Superintendent of Human
14 Resources that he/she is requesting a transfer. The written notice to the Assistant
15 Superintendent of Human Resources shall include a written résumé. Employee
16 applicants with the required qualifications for certificated job openings shall be
17 guaranteed an interview for openings which occur between October 1 and April 15.
18 Between October 1 and April 15, a voluntary transfer applicant who does not have a
19 current remediation plan, shall be given priority over outside applicants if there are at
20 least three (3) inside K - 8 applicants for the position. The school losing an
21 employee through this voluntary transfer procedure will not be subject to this section.
22 Employee applicants who are not accepted shall be informed of the reasons in
23 writing, if so requested. Interested employees shall notify the Department of Human
24 Resources in writing in order to be placed on a mailing list for notification of
25 Certificated job openings between June 1 and September 1, annually. Mailings shall
26 be sent on the same day as positions are posted.
27

28 14.3.5.1 The District agrees to see that:
29

- 30 A. A current list of available certificated positions within the District is
31 posted in each school within five (5) work days of determination of
32 vacancy.
33
- 34 B. All openings shall be posted at each individual school site, and the
35 District Office. Postings for classroom positions shall include
36 location and grade level.
37
- 38 C. All vacant positions shall be identified as continuing positions or as
39 newly created positions. (See 14.2.8, 14.2.9.)
40
- 41 D. The positions(s) shall include:
42 — job descriptions
43 — requirements
44 — interviewing process
45 — closing date
46
- 47 E. Résumés of all credentialed qualified applicants shall be forwarded to
48 the appropriate supervisor. When a résumé is excluded from the
49 consideration by the appropriate supervisor, that employee shall be

1 notified in writing within five (5) business days from this action.
2 When an employee is not selected following an interview for a
3 position, he/she shall be notified in writing within ten (10) business
4 days of the decision.
5

6 F. All positions shall be posted for eight (8) work days before being
7 filled.
8

9 14.3.5.2 Voluntary Transfer for Exchange of Position

10
11 Nothing in this section shall prevent employees from mutually agreeing
12 to exchange positions with approval of the immediate supervisors.
13 Reasons for denial shall be given to the employee(s), if requested. These
14 reasons shall be in writing, if requested.
15

16 14.4 Newly Created Positions

17
18 Newly created positions are to be open for application from all employees in the
19 District. Neither excess nor any other category of employee shall receive preference
20 for placement in newly created positions, as defined in Section 14.2.9.1. Changes in
21 a resource job description may be considered as creating a new position if it can be
22 demonstrated that major task differences exist between the original position and the
23 newly created position.
24

25 14.5 Administrator-Initiated Transfer

26
27 14.5.1 Administrator-Initiated Transfer for Reasons of Crisis
28

29 Emergency shall be defined as situations in which a reasonable and prudent person
30 would agree that the District had no recourse other than to transfer the employee.
31

32 14.5.1.1 Administrator-Initiated transfer for those extraordinary situations which
33 give rise to crisis within the District shall meet the following conditions:
34

35 A. Such transfers shall be demonstrated to be in the best interest of the
36 District and/or employee.
37

38 B. Administrator-Initiated transfers shall occur within ten (10) working
39 days of the event(s) which gave rise to the crisis.
40

41 C. Employees to be transferred shall be given the reason(s) for the
42 transfer in writing at the time of the transfer.
43

44 D. Reason(s) for Administrator-Initiated transfer shall include but not be
45 limited to:
46

- 47 — moral turpitude
- 48 — physical illness
- 49 — mental illness

- physical safety of the employee
- alcoholism/drug abuse

E. Such transfers shall not be punitive, disciplinary, or capricious, or for reasons of Professional Evaluation. (See Article 13.)

14.5.2 Employees administratively transferred shall not be transferred for four (4) years from the date of the Administrator-Initiated transfer and shall have all rights under Section 14.3.1.6.

14.5.2.1 Within five (5) days of the Superintendent's decision to administratively transfer an employee, the District shall notify the Association of its decision and the reasons supporting it. Such notification may exclude the name of the employee to be transferred.

14.5.2.2 Administrative transfers are grievable.

14.6 Employee Reassignment

14.6.1 If an involuntary change in class assignment is made after the school year has begun, the District shall provide one of the following:

1. \$120 voucher for instructional materials and/or aide time, or the equivalent amount reimbursed to the employee for the purchase of instructional materials.
2. Two (2) days release time. (The administrator shall arrange for release time at the time of the change.)
3. \$60 voucher for instructional materials and/or aide time, or the equivalent amount reimbursed to the employee for the purchase of instructional materials, and one (1 day release time.)

14.7 Employee Assignment

14.7.1 All unit members shall receive written notification of their assignment for next school year at least five (5) work days prior to the date of excess.

14.7.2 A bilingual employee shall be assigned to a bilingual classroom where the primary language instruction required corresponds with the employee's language proficiency, unless otherwise requested by the employee.

**ARTICLE XV
LEAVES**

1
2
3
4 15.1 General

5
6 15.1.1 The benefits provided employees by Section 44962 through 44985 and 44800 and
7 44801 of the Education Code are incorporated into this Agreement except as
8 supplemented in this Article.
9

10 15.1.2 Accumulated Sick Leave

11
12 Each ten-month employee shall be allowed ten (10) days of leave of absence each
13 year at full pay. Deductions for leave of absence shall be recorded by half-days as
14 well as by whole days. Days not used will be accumulated for use in succeeding
15 years. The District shall provide each employee with a written statement of (1)
16 accrued total leave; and (2) leave entitlement for the work year. Such statement shall
17 be provided no later than October 15 of each school year.
18

19 15.1.2.1 Personal Necessity Leave

20
21 Each certificated employee is entitled to use his/her accumulated sick
22 leave for the following reasons:

23
24 Death of a member of the family (in addition to days allowed under
25 Certificated Bereavement Leave). Members of the family are identified
26 in Article 15.3.1.
27

28 Accident involving an employee's person or property, or the person or
29 property of a member of a family.
30

31 Appearance in court as a litigant (Section 15.4 for other court
32 appearances).
33

34 15.1.2.2 Personal Business Days

35
36 Each employee may use up to five (5) Personal Business Days for
37 reasons of personal business. These days may be used for compelling
38 personal business that cannot be accomplished outside the regular
39 business day. Such days shall be accessed in the same manner as sick
40 leave, and may not be accumulated.
41

42 15.1.3 Applications for Leaves

43
44 Applications for leave will be submitted in writing to the Assistant Superintendent of
45 Human Resources. Reasons for negative decisions shall be forwarded to the
46 employee prior to action by the Governing Board and a nameless copy shall be
47 forwarded to the Association at the same time.
48

49 15.1.4 Extension

1
2 Requests for extension of leaves beyond the original specified time shall follow
3 procedures for requesting the original leave. If approved, this extension shall be for
4 one (1) year for personal leave, except the Board may grant additional years for
5 extenuating circumstances.
6

7 15.1.5 Return from Leave
8

9 Any employee who is on leave for six (6) months or less between October 1st and
10 May 1st of a school year shall have the right to the same school site or special unit.
11 Under extraordinary circumstances exceptions may be granted by the Assistant
12 Superintendent of Human Resources.
13

14 15.1.6 Fringe Benefits
15

16 During an authorized leave, when not under salary, the employee shall have the right
17 to pay any or all of his/her fringe benefit premiums.
18

19 15.2 Health Related Leave
20

21 15.2.1 Illness
22

23 15.2.1.1 Days of accumulated sick leave shall be available to the employee for
24 use when absent due to illness, accident or quarantine.
25

26 15.2.1.2 Extended Illness
27

28 If an employee has used all accumulated sick leave and is still absent
29 from duties on account of illness or accident for a period of one hundred
30 ten (110) school days or less, then the amount of salary deducted in any
31 month shall not exceed the cost of a substitute or the amount equal to the
32 cost of a substitute if none is used. The one hundred ten (110) days or
33 less period during which the above deductions occur shall not begin until
34 all other paid leave provisions have been exhausted. Employees
35 returning from extended illness must furnish a physician's statement and
36 submit a medical release upon return to work.
37

38 15.2.1.3 Industrial Accident and Illness Leave
39

40 Section 44984 of the Education Code is implemented as follows:

- 41 a. Allowable leave shall be for up to sixty (60) days during which the
42 schools of the District are required to be in session or when the
43 employees would otherwise have been performing work for the
44 District in any one fiscal year for the same accident;
45
46 b. The total of the employee's temporary disability indemnity and the
47 portion of salary due him/her during his/her absence shall equal
48 his/her full salary;
49

- c. An employee shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as the employee and his/her physician and/or a District physician agree that there has been such a recovery;
- d. An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be traced to the performance of services for the District;
- e. The District's report of an industrial accident or illness shall be kept on file in the Business Office, with a copy to the employee;
- f. The District shall not deduct accumulated sick leave from the sick leave allotment of an employee who is on industrial accident or illness leave.

15.2.2 Family and Medical Leave

The District will comply with the Family and Medical Leave Act and the California Family Rights Act.

15.3 Bereavement Leave

15.3.1 Bereavement Leave is leave at full pay. An employee shall be granted five (5) days of Bereavement Leave. Death of a member of his/her immediate family includes the following: mother, father, wife, husband, son, daughter, brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, fiance(e) and/or significant other. Upon request of the employee, the Assistant Superintendent of Human Resources may grant Bereavement Leave for persons not listed above. Under unusual circumstances, Personal Necessity Leave may be granted.

15.4 Civic Duties

15.4.1 Military Leave

An employee shall be granted such leave and Military Leave pay as provided in the Military and Veteran's Code.

15.4.2 Leave for Judicial and Official Appearances

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

15.5 Educational Improvement and Leave Without Pay

1 15.5.1 Inservice
2

3 Leave to attend educational meetings and conventions and to do other school
4 business may be granted without loss of pay or accumulated sick leave. Approval
5 shall be based on the following criteria: benefit to District, structure of conference,
6 number attending from the District, and the funds available from appropriate
7 program budget. Attendance at approved conference shall be deemed being on the
8 job.
9

10 15.5.2 Sabbatical Leave
11

12 The District shall grant any employee a Sabbatical Leave of Absence for one year for
13 the purpose of permitting study or travel which will benefit the District. An
14 employee is eligible to apply for Sabbatical Leave after he/she has served the District
15 for seven (7) consecutive full-time years. Not more than one (1) such Sabbatical
16 Leave of Absence shall be granted per employee in each seven year period.
17

18 15.5.2.1 The equivalent of two (2) Sabbatical Leaves shall be available yearly.
19 The granting of these leaves shall be based on the value of the proposal.
20

21 15.5.2.2 The rate of pay for Sabbatical Leave shall be one-half (1/2) the
22 employee's regular salary. The employee shall agree to serve the District
23 for at least two (2) more years. The employee shall furnish a suitable
24 bond indemnifying the District against loss in the event that the
25 employee fails to render at least two (2) more years of service following
26 the Sabbatical Leave. Fringe benefits and retirement premiums shall be
27 prorated.
28

29 15.5.2.3 Sabbatical Leave proposals shall include the following:
30

- 31 — Purpose of leave
- 32 — Value to the employee
- 33 — Value to the students or District
- 34 — Estimated date of final report
35

36 A full report shall be presented to the District upon conclusion of the
37 Sabbatical Leave. Periodic reports may also be submitted by employees
38 on Sabbatical Leave to an appointed program manager. Any changes in
39 the originally approved program shall be submitted in writing to the
40 Assistant Superintendent of Personnel Human Resources for approval.
41

42 15.5.2.4 Sabbatical applications shall be submitted prior to April 1 of each year.
43 Prior to June 1 of each year, the Governing Board shall act upon each
44 Sabbatical application. In extraordinary circumstances, the
45 Superintendent may extend the deadline dates.
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15.5.3 Leave Without Pay

The Governing Board shall grant one (1) year leaves of absence, without pay, to any employee who has rendered service to the District for one (1) or more years (other than probationary or temporary contract employees) provided the employee demonstrates an intention to return to the District. The Board may grant extensions of leaves of absence. (Refer to 15.1.4.) Employees must submit to the District a leave of absence request form prior to June 30 of any school year to be considered for a leave of absence without pay for the succeeding school year. Requests for a leave of absence without pay may be denied by the District for operational reasons.

15.6 There shall be a procedure governing the granting of part-time leave arrangements. Any changes in the procedure shall be made with the assistance of the Association.

15.7 Shared Contract Status

Employees may be granted shared contract status. With the supervisor's approval and mutual agreement of employees, a shared contract shall continue without reapplication from year to year. Terms of the contract shall be by mutual agreement between the employees involved.

**ARTICLE XVI
SALARY**

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4 16.1 Salary Increases
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6 For the 2011-2012 school year:

7
8 A 0% (zero) increase to the schedule and career increments governing the salaries of
9 AREA unit members.

10
11 A one-time off the salary schedule lump sum payment to each 1.0 FTE unit member
12 of \$750.00 who was employed during the 2011-2012 work year. Employees who
13 were on paid status and FLMA leaves will also receive this payment. Less than 1.0
14 FTE employees shall receive a pro-rated payment.

15
16 For the 2012-2013 school year:

17
18 A 0% (zero) increase to the schedule and career increments
19 governing the salaries of AREA unit members.

20
21 There will be reopeners on salary and benefits for the 2013 - 2014 school year.
22
23
24
25

26 16.2 Classification of Professional Preparation
27

28 16.2.1 Employees shall be placed on the appropriate column of the salary schedule in
29 accordance with the units of advanced preparation they have completed.
30 Reassignment to a higher classification shall become effective at the beginning of the
31 next contract year after the new classification requirements have been met.
32

33 16.2.2 Unit Conversion
34

35 Quarter units are converted to semester units by multiplying the quarter units by two-
36 thirds (2/3). If this multiplication results in a fraction that, when added to the other
37 semester units, is within a half unit from the required units for qualifying for the next
38 column, then the fraction shall be rounded up to the next whole number and the
39 employee shall be placed on the next column.
40

41 16.2.3 Unit Approval
42

43 Units for salary credit will be submitted for approval to the Assistant Superintendent
44 of Human Resources. Information regarding the units, the decisions of the Assistant
45 Superintendent and the reasons for negative decisions shall be forwarded to the
46 Association. Credit for upper division units (and those authorized under Section
47 16.2.3.1) submitted after July 1, 1976 from an accredited college or university shall
48 be approved if they meet any of the following requirements:
49

1 A. any course which will increase the educational competence of any
2 employee, in a subject area offered in the District;

3
4 B. any course taken by an employee in preparation for a credential or
5 degree for a position which is included in the staff of the District;

6
7 16.2.3.1 Any teacher shall get approval for lower division units taken to maintain
8 or develop language skills needed for instruction of EL students, or to
9 develop skills in classroom computer technology.

10
11
12
13 16.2.4 Unit Placement on Salary Schedule

14
15 All completed units shall be credited to a member's placement; and position on; and
16 movement of step or column, effective twice each school year; on September 1
17 and/or on February 1.

18 (1) To receive such credit retroactive to the first day of school in a school year, all
19 completed units must be submitted to the Department of Human Resources on or
20 before the close of business on the last workday in August. The new placement and
21 salary shall be reflected on the member's pay warrant effective for the month of
22 October. An official record of course completion, when issued, will be required for
23 confirmation of these courses. The official record of course completion shall be filed
24 with the Department of Human Resources by September fifteenth (15th).

25 (2) To receive such credit retroactive to January 1 of the current school years all
26 completed units must be submitted to the Department of Human Resources on or
27 before the close of business on the last workday in January. The new placement and
28 salary shall be reflected on the member's pay warrant effective for the month of
29 February. An official record of course completion, when issued, will be required for
30 confirmation of these courses. The official record of course completion shall be filed
31 with the Department of Human Resources by January fifteenth (15th).

32
33 Grade cards, when issued, will be required for confirmation of these courses. These
34 cards shall be filed with the Department of Human Resources. The District shall
35 provide each employee prior to May 1, of each year, a statement of the number of
36 units that the District has on file for him/her.

37
38 16.2.5 The District shall reimburse employees pursuing a credential or other certification in
39 a District-declared special needs area for the cost of books, tuition, and fees, not to
40 exceed \$2,000.00 per employee per year. By May 31 of each school year, the
41 District shall declare the areas of special needs for the following school year. In order
42 for an AREA bargaining unit member to be eligible to receive book/tuition fees
43 reimbursement pursuant to Article 16.2.5, said member must be assigned to a
44 District-declared special needs area at the time the member's book/tuition/fees
45 expenses are incurred.

46
47 16.3 Classification of Professional Experience

48
49 16.3.1 Initial Step Placement and Transfer

1
2 Employees shall be given full credit, on a year-to-year basis, up to ten (10) years at
3 the time of initial placement on the salary schedule for previous teaching experience.
4 Teaching experience, for salary schedule placement purposes, shall include all
5 similar experience in positions requiring equal certification qualifications.
6

7 16.3.2 Step Requirements
8

9 The advancement on the salary schedule shall be at the rate of one step for each year
10 of teaching experience. If an employee is employed for at least seventy-five percent
11 (75%) of a school year, he/she shall be given credit for that year's experience for
12 salary schedule advancement purposes. Two (2) consecutive years equaling one
13 hundred percent (100%) shall be counted as one (1) year's credit.
14

15 16.3.3 Career Increments
16

17 Employees who have completed fourteen (14) years, nineteen (19) years, and twenty-
18 four (24) years of credited service to the District shall receive career increments.
19
20

21 16.4 Employees who work less than a full year or a full day shall receive salaries and fringe
22 benefits pro-rated on the basis of their regular annual salaries.
23

24 16.5 Employees who are required to work more than the employee work year shall be paid at their
25 daily rate of pay or receive compensatory time at the employee's option.
26

27 16.6 The hourly rate of pay is forty (\$40.00) for specified meetings or activities. Optional
28 inservice may be offered without compensation or at a fixed stipend.
29

30 16.7 The regular payroll period shall be defined as monthly, beginning with the first (1st) of each
31 month. Salary payments shall be made not less than the last teaching day during the payroll
32 period. The supplemental pay period shall begin on the twenty-first (21st) of the month and
33 end on the twentieth of the following month. Salary payments for services, in addition to the
34 employee's regular assignments, shall be made by the tenth (10th) of the month following the
35 close of the payroll period in which the service was performed, and shall be submitted to
36 Payroll as of the close of business on the fifteenth (15th) of each month to receive payment on
37 the tenth (10th) of the following month.
38

39 16.8 Salary Schedule (See attached.)
40

41 16.8.1 The annual salary for an employee's work year shall be as provided in Appendix A.
42

43 16.8.2 The annual salary for a Psychologist's work year shall be as provided in Appendix A.
44

45 16.9 Payroll/Compensation Error Resolution
46

47 AREA and the district recognize that any amount underpaid by the district to an employee
48 must be recovered by the employee, pursuant to law. This applies to all salary or other
49 monetary issues.

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When the district has underpaid an employee, the district shall immediately set about to determine the correct amount to make the employee whole. The district shall make every effort to complete this determination within ten (10) business days. The district shall then make every effort to pay the appropriate amount within ten (10) business days from the date of the determination.

Whenever the underpaying of an employee of any other accounting error occurs which directly results in negative financial repercussions for the employee, the district agrees to pay those costs upon presentation by the employee to the district of appropriate evidence. Examples of “negative financial repercussions for the employee” include: late fees or interest assessed by creditors, overdraft or dishonored check charges.

Such evidence must be provided to the district within 60 days of the error. The district shall make every effort to issue payments to the employee within ten (10) business days from the date appropriate evidence is provided.

**ARTICLE XVII
EMPLOYEE BENEFITS**

17.1 Medical and Dental Insurance

17.1.1 Effective in the 2011 – 2012 school year.

For any district offered insurance plan in which a unit member is enrolled, the District agrees to pay eighty-five percent (85%) of the 2009 - 2010 total premiums for the plan(s) and one hundred percent (100%) vision coverage in which the unit member participated.

Effective in the 2012 - 2013 school year:

For any district offered insurance plan in which a unit member is enrolled, the district agrees to pay eighty-five percent (85%) of the total current premiums for the plan(s) and one hundred percent (100%) vision coverage in which the unit member participates which contribution by the District is calculated as follows:

Kaiser member only coverage (\$10 copay)	\$7,222.79
Kaiser member only coverage (\$20 copay)	\$6,403.48
Kaiser member plus one coverage (\$10 copay)	\$14,176.22
Kaiser member plus one coverage (\$20 copay)	\$12,432.02
Kaiser member plus family coverage (\$10 copay)	\$19,950.78
Kaiser member plus family coverage (\$20 copay)	\$17,302.52
Blue Cross EPO member only coverage	\$8,763.47
Blue Cross EPO member plus one coverage	\$15,730.78
Blue Cross EPO member plus family coverage	\$20,301.15
Blue Cross PPO member only coverage	\$8,115.12
Blue Cross PPO member plus one coverage	\$14,567.56
Blue Cross PPO member plus family coverage	\$18,799.45
Delta Dental	\$1,250.44
Delta PMI	\$493.00
Eyemed member only coverage	\$81.84
Eyemed member plus one coverage	\$155.40
Eyemed member plus family coverage	\$228.24

Until a subsequent contract has been negotiated, the District agrees to pay eighty-five percent (85%) of the 2012 - 2013 total premium rates for any district offered insurance plans, and one hundred percent (100%) vision coverage in which the unit member participates.

There will be reopeners on salary and benefits for the 2013 — 2014 school year.

17.1.1.1 Any employee submitting his/her resignation on or before June 30 shall have their medical and dental insurance covered through the subsequent August. The District shall indemnify, defend and hold harmless the Association against court action and/or administrative action before the Public Employment Relations Board (PERB) challenging the legality or constitutionality of the Benefits article of this

1 agreement or its implementation. The District shall have the exclusive right to decide
2 and determine whether any such claims or suits referred to in the above paragraph
3 shall or shall not be compromised, resisted, defended, tried or appealed.
4
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6

7 17.1.2 Every employee shall be considered a primary subscriber.
8

9 17.1.3 Fringe benefits for employees working less than 70% of the work day shall be pro-
10 rated.
11

12 17.1.4 Any retirees from the District retain the right to be included in all fringe benefit
13 programs provided they pay the necessary premiums to the District.
14

15 17.1.5 The benefits provided in this section shall remain in effect during the term of this
16 Agreement or until the effective date of a succeeding Agreement.
17

18 17.2 Employees shall not be charged a fee for processing authorized payroll deductions.
19

20 17.3 Property Damage
21

22 17.3.1 The District shall reimburse employees for damage or destruction of clothing or
23 personal property suffered while performing services for the District or while on
24 District business. A fund shall be established in the amount of \$3,000.00 annually to
25 cover such damage or destruction. Payments shall be made by June 30, annually. If
26 the funds are insufficient to cover the claims, payment shall be made on a pro-rata
27 basis.
28

29 17.4 The District and the Association shall meet to negotiate retirement incentives prior to any
30 plan offered to the Association by the District.
31

32 No monetary benefits shall be retroactive, except for the one-time \$750 lump sum payment
33 for 2011 -2012 specified in Article 16.1 and benefits for 2012 -2013 specified in Article
34 17.1.1, provided this Agreement is ratified by AREA membership, approved by the District's
35 Governing Board, and subject to AB1200 review and the approval of the Santa Clara County
36 Office of Education.
37

ARTICLE XVIII
EMPLOYEE TRAVEL

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4 18.1 Employees shall be offered payment for mileage when their automobiles are required to be
5 used for District business, excluding to and from work. Payment shall be made at the rate
6 used by the State Department of Education, adjusted each January. Mileage is to be rounded
7 off to the nearest whole number and claimed on appropriate District Form (B-206).
8 Employees may elect to donate the use of their automobile to the District. This Section
9 includes employees who are assigned to more than one school per day.

10
11 18.2 An employee wishing to attend a conference shall submit a request for leave in writing
12 including estimated expenditure to the Superintendent. (See Article XV, Leaves.)
13 Attendance at a conference located over one hundred and fifty (150) miles in distance will
14 carry provisions for travel time of one-half (1/2) day before and after the conference. All
15 claims for reimbursement shall be made on the appropriate District forms. The District shall
16 pay reasonable costs for the following: transportation, meals, registration expense, bridge
17 tolls, parking and lodging, except by mutual consent. Employees attending an approved
18 conference shall not lose pay or days of sick leave.

19
20 18.2.1 Employees may be released for conferences on any day of the week contingent on
21 the availability of substitutes.
22

ARTICLE XIX
SAVINGS AND MISCELLANEOUS

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3
4 19.1 If any provision of this Agreement or any application thereof to any employee is held by the
5 highest court of the State or by a federal court of competent jurisdiction to be contrary to law,
6 then such provision or application will be deemed invalid, to the extent required by such court
7 decision, but all other provisions or applications shall continue in full force and effect.
8
- 9 19.2 Should a provision or application be deemed invalid as described in 19.1 above, the District
10 shall reinstitute any benefit reduced or eliminated to the extent allowable by law. Moreover,
11 the parties shall meet not later than ten (10) work days after such court decision to renegotiate
12 the provision, or provisions affected.
13
- 14 19.3 All employees who participate in the production of tapes, CDs, publications, or other
15 produced educational material not considered public domain under federal contract shall
16 retain residual rights should they be copyrighted or sold by the District. At present, all
17 District schools have some federal funding, therefore, all materials produced are part of
18 public domain unless previously copyrighted. Should the District produce for sale any
19 materials considered public domain, the employees who participated in the production shall
20 retain residual rights in the sale of such materials.
21
- 22 19.4 The principal, or his/her designated appointee, shall aggressively pursue every option to
23 provide an environment free from persistent noise and interruptions in the nurse's office so
24 testing, counseling and mandated Health Services can be accomplished with accuracy and
25 validity.
26
- 27 19.5 Specific indoor areas are to be provided at each school for choir, instrumental music, and
28 adapted physical education services that are quiet, accessible, appropriate, and have adequate
29 storage space. If there is a change in location, the employee shall be notified at least five (5)
30 work days in advance. (Subject to Complaint Procedure only)
31
- 32 19.6 Psychologist Work Area
33
- 34 To the extent possible, the principal, or his/her designated appointee, shall provide a work
35 area for the assigned psychologist. This area shall be regularly and readily available all of the
36 time the psychologist is assigned to work at the school. It shall be regularly maintained, well
37 lighted, heated, and pleasantly painted. It shall be furnished with a table and appropriate
38 sized chairs for both adults and children. It shall include storage for the psychologist's use, a
39 full service telephone, and a wall clock with a sweep second hand. It shall be private, quiet,
40 and free from distraction and interruptions. (Subject to Complaint Procedure only.)
41
- 42 19.7 With the exception of the provisions of Article VII, no reprisals shall be taken against an
43 employee for failure to donate funds to any profit or non-profit institution.
44

ARTICLE XX
EXTENDED YEAR PROGRAM

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4 20.1 An Extended Year Program shall be for twenty-two (22) consecutive work days duration, or
5 as prescribed by law.

6
7 20.2 The calendar for the Extended Year Program shall be as follows:

8
9 April 20th, annually: Applications made by employees to the District
10 May 15th, annually: Notification of employees selected, depending on enrollment.

11
12 EYP employees shall have the opportunity to review the IEP's of students whom they will
13 teach.

14
15 20.2.1 The District will consult with the Association on other timelines needed to comply
16 with this calendar.

17
18 20.3 Extended Year Salaries

19
20 20.3.1 The salary for the Extended Year Program is thirty-five (\$35.00) per hour for
21 required instructional time. In addition, there shall be fifteen (15) minutes paid
22 preparation time spent on campus for each hour of instructional time. Twenty-five
23 percent (25%) of this preparation time may be used for other supervisory duties.

24
25 20.3.2 Extended Year Program checks shall be paid on the tenth (10th) of the month
26 following the close of the session, but not later than the fifteenth (15th) of the month.

27
28 20.4 The Association and the District shall consult on selection criteria for employees to work in
29 an Extended Year Program.

30
31 20.5 Extended Year Program Employees shall have one (1) day of paid sick leave. Sick leave
32 unused during the Extended Year Program shall accrue with regular sick leave.

33
34 20.5.1 When it becomes necessary for an Extended Year Program employee to be absent
35 beyond his/her entitled number of sick days, the District shall pay the full daily rate
36 to the substitute, who is in the bargaining unit.

37
38 20.6 Class size for the Extended Year Program shall not exceed legal maximums for each Special
39 Education Program.

40
41 20.7 Extended Year Program employees shall apply for positions as a temporary move from their
42 assigned site or position.

43
44 20.7.1 Any reassignment for the purposes of better meeting the needs of the Extended Year
45 Program, is in effect only for that period of time that the Extended Year Program is
46 in session.

47
48 20.8 Monitoring of IEP implementation, as required by law, shall occur in an Extended Year
49 Program.

**ARTICLE XXI
SUMMER SCHOOL**

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3
4 21.1 The teaching calendar for Summer School shall be determined annually by the
5 Superintendent. Summer School work days shall begin within ten (10) business days
6 following the end of the regular teaching calendar.
7

8 21.2 The calendar for Summer School Program shall be as follows:
9

10 April 20th, annually - Applications for specific programs made by employees to the
11 District.
12

13 May 14th, annually - Notification of employees selected dependent on enrollment.
14

15 21.3 Summer School Salaries
16

17 21.3.1 The salary for the Summer School Program is thirty-five (\$35.00) per hour for the
18 required instructional time. In addition, there shall be fifteen (15) minutes paid
19 preparation time for each hour of instructional time. Twenty-five percent (25%) of
20 this preparation time may be used for other supervisory duties.
21

22 21.3.2 Summer School checks shall be paid on the tenth (10th) of the month following the
23 close of Summer School, but not later than the fifteenth (15th) of the month.
24

25 21.4 The Superintendent or designee shall consult with the Association concerning Summer
26 School selection criteria.
27

28 21.5 Summer School Leave
29

30 21.5.1 Summer School employees shall have one (1) day of paid sick leave. Sick leave
31 unused during the summer shall accrue with regular sick leave.
32

33 21.5.2 When it becomes necessary for a Summer School employee to be absent beyond
34 his/her entitled number of sick days, the District shall pay the full daily rate to the
35 substitute, who is in the bargaining unit.
36

37 21.6 Summer School Class Size
38

39 Class size for the summer School Program shall not exceed the Contract maximums, after the
40 first week of Summer School.
41

42 21.7 Summer School employees shall apply for positions as a temporary move from their assigned
43 site of position.
44

45 21.7.1 Any reassignment for the purposes of better meeting the needs of the Summer School
46 Program is in effect only for that period of time that the Summer School Program is
47 in session.
48

1 21.8 The Association shall have the right to review records of employment for each Summer
2 School Session reflecting the following:

- 3
- 4 — Name of employee
- 5 — Dates worked
- 6

ARTICLE XXII
DISCIPLINARY PROCEDURES/DISMISSAL

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22.1 Notwithstanding any other provision(s) of this Agreement, a unit member shall not be disciplined, suspended, reprimanded, reduced in rank or compensation, without just cause, due process, and utilization of the principles of progressive discipline.

22.2 The District shall notify the Association concurrently with notification to the bargaining unit member of any disciplinary action taken or contemplated. Otherwise, all information or proceedings regarding such actual or proposed disciplinary action shall be kept confidential by the District.

22.3 Permanent/Probationary employees shall not be dismissed, except under provisions of the Education Code.

ARTICLE XXIII
PEER ASSISTANCE AND REVIEW

23.1 General

23.1.1 The District and Association establish a Peer Assistance and Review (PAR) Program to provide assistance to permanent teachers pursuant to the provisions of the Education Code sections 44500 et seq., AB 191, Villagorosa.

23.1.2 Support and assistance for other teachers shall continue through the BTSA and other assistance models in effect at the time of enacting this PAR Program. The PAR Program will remain a separate program.

23.1.3 The assistance component of the Program shall be provided through Consulting Teachers as described below. This assistance shall not constitute the evaluation of unit members as set forth in Article XIII.

23.2 Peer Assistance and Review Panel

23.2.1 Structure

23.2.1.1 A PAR Joint Committee will govern the PAR Program. The Joint Committee shall consist of five members, three classroom teachers selected by the Association, and two administrators selected by the District. There shall also be one (1) alternate for the teachers, who shall be a permanent classroom teacher, and one (1) alternate for the District, who shall be an administrator. The alternates shall be trained to assume Committee duties. Alternates will be used to fill vacancies. The Association or District will replace their alternates/committee members if necessary.

23.2.1.2 For the first year of the PAR implementation, one teacher Committee member shall serve a one-year term, one teacher Committee member shall serve a full year term, and one teacher member shall serve a three-year term. In subsequent years, teacher panel members shall each serve a three-year term.

23.2.1.3 For the first year of the PAR implementation, one District Committee member shall serve a one-year term and the other District Panel member shall serve a two-year term. In subsequent years, District Committee members shall each serve for a two-year term.

23.2.1.4 There shall be a limit of two (2) consecutive reappointments to the Joint Committee. The Joint Committee shall meet as necessary to carry out its duties, but at least three times per year. The committee shall determine the meeting schedule. Release time shall be provided, if necessary, for observing Consulting Teacher candidates, training outside the District and necessary meetings. For each school year served, the teacher members shall receive a \$4400 stipend. The alternate Committee member shall receive a proportional amount, as

determined by the Committee, based on the relative amount of time he/she spends in training and completing other Committee duties.

23.2.1.5 Actions of the Joint Committee shall be taken by consensus. At least four (4) out of five (5) Committee members shall be present to constitute a quorum for the purposes of meeting and conducting business. If a vote is necessary, then a majority vote will be required. The Committee shall select the committee chair. This shall be done annually. The Committee shall determine the duties of the chair.

23.2.1.6 Training shall be provided in the performance of their functions as deemed necessary by the majority of the committee.

23.2.2 Responsibilities

23.2.2.1 Establishing the Joint Committee's internal operating procedures.

23.2.2.2 Adopting guidelines for implementing the provisions of this Article consistent with the provisions of law. The guidelines adopted by the Joint Committee will be distributed annually to all bargaining unit members and administrators by the last working day in September.

23.2.2.3 Establishing procedures and guidelines for the PAR program and selection of consulting teachers.

23.2.2.4 Selecting consulting teachers, re-selecting them annually, and removing them if necessary.

23.2.2.5 Providing training for the consulting teachers as deemed necessary by the committee.

23.2.2.6 Assessing the performance of the consulting teachers in the PAR Program.

23.2.2.7 Developing the budget for submission to the Governing Board. Administering and overseeing all funds budgeted for the PAR Program as specified in this article to support the Joint Panel, Consulting Teacher and their activities.

23.2.2.8 Providing written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher, and the Site Principal.

23.2.2.9 Preparing an annual report of the PAR Program to the governing board and Association, which will include the Program's impact, number of Participating Teachers and recommendations for improvement of the Program.

23.2.2.10 Preparing written guidelines for Consulting Teachers and their activities. This includes establishing an application procedure and developing

1 program forms. These shall not include forms that relate to the
2 evaluation instrument.

3
4 23.2.2.11 Reviewing documentation submitted by the Consulting Teachers.

5
6 23.2.2.12 Resolving issues and problems that may arise between a Consulting
7 Teacher and the Participating Teacher.

8
9 23.2.2.13 Make recommendations to the Board regarding Referred Participating
10 Teachers which shall include, but not be limited to, identifying Referred
11 Participating Teachers who, after sustained assistance, are unable to
12 demonstrate satisfactory improvement based on the PAR Action Plan
13 developed by the Consulting Teacher and the Referred Participating
14 Teacher.

15
16 23.2.2.14 Other incidental duties deemed necessary by the Joint Committee needed
17 to carry out the functions as identified above.

18
19 23.2.2.15 Timelines will be consistent with the Collective Bargaining Agreement.

20
21 23.2.2.16 Records of the PAR Program as it relates to participating individuals
22 shall remain confidential. Article 13.3.6 shall apply to all such PAR
23 materials.

24
25 23.3 Consulting Teachers

26
27 23.3.1 Consulting teachers shall have the following
28 minimum qualifications:

29
30 23.3.1.1 Be a permanent, credentialed teacher of the District with at least five (5)
31 years of experience.

32
33 23.3.1.2 Have demonstrated exemplary teaching ability as indicated by, among
34 other things, effective communication skills, subject matter knowledge,
35 and mastery of a range of teaching strategies necessary to meet the needs
36 of students of various diverse backgrounds in different contexts.

37
38 23.3.2 Other qualifications as determined by the Joint Committee may include:

39
40 23.3.2.1 Noted ability to work cooperatively and effectively with colleagues.

41
42 23.3.2.2 Strong interpersonal skills.

43
44 23.3.2.3 Ability to work within established timelines.

45
46 23.3.2.4 Understanding the collective bargaining agreement.

47
48 23.3.3 Consulting Teacher positions will be filled as follows:

49
50 23.3.3.1 A notice of vacancy will be posted at all sites and in the District Office
51 and sent to the AREA president.

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23.3.3.2 District teachers may apply for a Consulting Teacher position by way of written application on the PAR Consulting Teacher application form.

23.3.3.3 Applicants shall submit at least three references from individuals who have direct knowledge of the applicant's ability and qualifications.

23.3.3.4 Consulting Teachers shall be selected by a 4/5 vote of the PAR Joint Committee after the members of the Joint Committee have conducted a classroom observation of all final candidates.

23.3.3.5 Joint Committee members shall not observe applicants from their own site for the purpose of selection.

23.3.3.6 A goal of the Joint Committee shall be to balance the selection of Consulting Teachers among the grade levels and disciplines in the District.

23.3.4 Consulting Teachers shall receive release time for needed classroom observations and training. Consulting Teachers shall receive a stipend of \$3000 and \$35.00 per hour for work outside the work day.

23.3.5 Consulting Teachers will be trained to offer peer assistance and to understand the specific functions of the PAR Program as outlined in this Article. The Joint Committee will monitor and evaluate the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the Program. The PAR Joint Committee may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or for other reasons that serve the PAR program's best interest. Prior to the effective date of such removal, the PAR Panel, upon request, will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons. Only positive comments shall be made on the observation and evaluation instrument of the Consulting Teacher regarding participation in the PAR program.

23.3.6 The District agrees to indemnify and hold harmless members of the PAR Panel and Consulting Teachers from any liability arising out of their participation in the PAR Program as provided in Education Code section 44503, subdivision (c) and Government Code section 820.2.

23.3.7 Participating Teachers in the Program

23.3.7.1 Teachers may participate in the PAR Program in one of two ways: By receiving an unsatisfactory on the summary evaluation instrument in the areas of subject matter knowledge and/or teaching strategies, or by voluntary self-referral by the teacher. All teachers referred to the program involuntarily must participate in the Program and shall not be eligible for voluntary transfer to another school while they remain in the Program.

- 1 observations per month of the Participating Teacher while the teacher is
2 in the Program.
- 3
- 4 23.3.9.5 It shall be the sole responsibility of the site administrator or management
5 or supervisory employees to evaluate the progress of the Referred
6 Teacher as per Article XIII. No information of an evaluative nature
7 resulting from participation in the PAR Program can be used in the
8 Referred Teacher's formal evaluation, except the results of the
9 employee's participation in PAR, which shall be made available to the
10 evaluator.
- 11
- 12 23.3.9.6 All materials related to reports in the PAR Program shall be confidential,
13 except as provided by law.
- 14
- 15 23.3.9.7 The Referred Teacher will stay in the PAR Program no more than one
16 (1) year unless under special circumstances. With approval of the Joint
17 Committee, the time can be extended.
- 18
- 19 23.3.9.8 No evaluative information secured by the Consulting Teacher during the
20 PAR process related to PAR can be used in a dismissal case against a
21 Participating Teacher, except as otherwise provided in this article or by
22 law.
- 23
- 24 23.3.10 Consulting Teacher's Report to the Panel: On or before April 15, of each year, the
25 Consulting Teacher shall complete a written report documenting the results of the
26 Referred Participating Teacher's participation in the Program.
- 27
- 28 23.3.10.1 The report shall contain: A description of the assistance activities
29 recommended and provided (a "log") and the Referred Participating
30 Teacher's level of participation in the assistance activities.
- 31
- 32 23.3.11 Rights of the Referred Participating Teacher Associated with the Report
- 33
- 34 23.3.11.1 A Referred Participating Teacher shall be entitled to review all reports
35 generated by the Consulting Teacher before their submission to the
36 Committee and to have affixed thereto his/her comments.
- 37
- 38 23.3.11.2 The Consulting Teacher shall provide the Referred Participating Teacher
39 with copies of such reports at least five (5) working days before any
40 Committee meeting at which the report will be given.
- 41
- 42 23.3.11.3 If there is an oral presentation by the Consulting Teacher to the
43 committee, the Participating Teacher may be present. The Participating
44 Teacher may not be present during deliberations of the Committee,
45 which are closed and confidential. The Committee may request
46 additional follow-up information.
- 47

ARTICLE XXIV
PROFESSIONAL CLEAR TEACHING CREDENTIALS

1
2
3
4 24.1 This article applies only to those members in the Bargaining Unit who hold credentials that
5 have all of these characteristics:

6
7 24.1.1 A single or multiple subject teaching credential

8
9 24.1.2 A clear credential

10
11 24.1.3 An issuance date after August 31, 1985

12
13 24.1.4 Is the person's first clear multiple or single subject teaching credential

14
15 Credentials that are subject to these requirements are called Professional Clear
16 Teaching Credentials and are valid only for five (5) years.

17
18 24.2 To renew a Professional Clear Teaching Credential, the holder of the credential must fulfill
19 four (4) requirements at five (5) year intervals.

20
21 24.2.1 Complete an individual program of professional growth that consists of a minimum
22 of one hundred fifty (150) clock hours of participation in activities that contribute to
23 competence, performance, or effectiveness in the profession of education. This
24 requirement is referred to as the Professional Growth Requirement and is explained
25 below.

26
27 24.2.2 Serve successfully in a certificated position or another professional capacity in an
28 elementary or secondary school for a minimum of one-half (1/2) of a school year.
29 This requirement is referred to as the Professional Service Requirement and is
30 explained in the California Professional Growth Manual.

31
32 24.2.3 Submit to the Commission a credential application form, a Professional Growth Plan
33 and Record, and a Verification of Successful Service form.

34
35 24.2.4 Remit to the Commission the credential renewal fee.

36
37 24.3 This article addresses only the professional growth requirement which specifies that the
38 holder of a Professional Clear Teaching Credential must plan a program of professional
39 growth activities in consultation with a Professional Growth Advisor who has been
40 designated by the District. Each activity in the program must satisfy four (4) standards.
41 Before the credential holder commences the activities, the advisor must certify that the
42 activities satisfy the standards. Once the activities have been completed, the advisor must
43 verify their completion.

44
45 24.4 Each credential holder shall:

- 46
47 • Select a Professional Growth Advisor from the District-approved list which shall
48 include experienced teachers, mentor teachers, administrators, etc.

- 1 • Discuss District staff development priorities with his/her advisor.
- 2
- 3 • Formulate a set of goals based on a mutually agreed upon assessment of his/her
- 4 professional growth needs.
- 5
- 6 • Discuss the basis of these goals with his/her advisor.
- 7
- 8 • Complete Items 7 and 8 on the Professional Growth Plan and Record form.
- 9
- 10 • Discuss potential activities with the Professional Growth Advisor.
- 11
- 12 • Select activities that will potentially meet the identified goals by contributing to
- 13 his/her competence, performance, or effectiveness in the profession of education.
- 14
- 15 • Complete Items 11 and 15 on the Professional Growth Plan and Record form.
- 16
- 17 • Secure the consent of the Professional Growth Advisor who must sign Item 19 on the
- 18 Plan and Record form as certification that the activities meet state law and regulation
- 19 before beginning to engage in professional growth activities.
- 20
- 21 • Meet with the Advisor to discuss progress as needed.
- 22
- 23 • Complete the Professional Growth activities.
- 24
- 25 • Amend the plan (goals and activities as necessary) by completing Items 9—10 and
- 26 15—16 on the Plan and Record form, and discuss with the Professional Growth
- 27 Advisor to verify that the amendment certifies the standards.
- 28
- 29 • Provide verification of completion of activities and fill in Items 17 and 18 of the Plan
- 30 and Record form.
- 31
- 32 • Complete all remaining items on the Plan and Record form.
- 33
- 34 • Complete the service requirements.
- 35
- 36 • Meet with designee in the Personnel Department to verify service and obtain
- 37 signature on the Plan and Record form.
- 38
- 39 • Submit the necessary forms and fees as designated in #2, A-D to the State
- 40 Department.
- 41

42 24.5 This Professional Growth Plan shall consist of one or more of the following domains:

- 43
- 44 • A subject the unit member teaches, or reasonably expects to teach, in Kindergarten
- 45 or in grades 1 through 12.
- 46
- 47 • A field of specialization in which the unit member serves, or reasonably expects to
- 48 serve, in Kindergarten or in grades 1 through 8.

- 1 • Concepts, principles, and methods of effective teaching, curriculum, and evaluation
2 in Kindergarten or in grades 1 through 8.
- 3
- 4 • Concepts and principles of physical, intellectual, and emotional development among
5 children and youth.
- 6
- 7 • Concepts and principles of human communication, learning, motivation, and
8 individuality.
- 9
- 10 • Language and cultural backgrounds of groups of children and youth who attend
11 Alum Rock schools.
- 12
- 13 • Concepts and principles of effective relationships among schools, families, and
14 committees.
- 15
- 16 • Roles, organization, and operation of public education and of institutions that
17 promote public education.
- 18

19 24.6 The activities selected to implement the Professional Growth Plan must meet each of the
20 following standards:

- 21
- 22 • Is of high quality and is consistent with the credential holder's Professional Growth
23 goals, as stated in Item 8 of the Professional Growth Plan.
- 24
- 25 • Will contribute to the competence, performance, or effectiveness of the credential
26 holder in the profession of education.
- 27
- 28 • Is subsumed in one or more of the domains of Professional Growth defined above.
- 29
- 30 • Is included in one or more of the categories of Professional Growth described below:
- 31
- 32 1. A credential holder shall include activities that satisfy these standards on his or
33 her Professional Growth Plan, Items 11 through 14. A Professional Growth
34 Advisor shall certify the plan at Items 19 if the activities in Items 11 through 14
35 fulfill these standards.
- 36
- 37 2. The credential holder may add more activities to Items 11 through 14. Added
38 activities must meet these standards. If they do, the advisor shall certify the
39 added activities by completing Items 15 and 16.
- 40
- 41 3. Decision on whether the activity is of high quality and if it will contribute to the
42 competence, performance, or effectiveness of the credential holder will be made
43 jointly by the credential holder and by his/her advisor when the Professional
44 Growth Plan is signed and when an amendment is approved and initiated.
- 45

46 24.7 The credential holder must be able to explain to his or her advisor how every activity will
47 contribute to his/her growth. Acceptable activities must be chosen from at least two of the
48 following categories: (Activities shall be recorded in Items 11—16 and clock hours recorded
49 in Item 17 and certified in Item 20 and 21.)

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- Completion of one or more college or university courses.

Courses may be taken for college credit, for continuing education units or may be audited. Courses must be completed and the credential holder must earn a grade of C or better in those courses that are taken for credit (or a pass in courses taken on a "pass or fail" basis).
- Conferences, workshops, teacher center programs, or staff development programs.

Clock hours must be restricted to those portions of the conferences, workshops, and programs that contribute to their development. Time spent in "business" meetings of the sponsoring organizations may not be recorded.
- Systematic programs of observation and analysis of teaching.

To be acceptable, each program must be planned, focusing on one or more predetermined aspects of teaching, and include follow-up activities such as discussion, critique, or application of what has been observed or analyzed.
- Service in a leadership role in an educational institution.

Acceptable activities include those in which the credential holder contributes to the improvement of a school, school district, or other educational institution. Examples of acceptable activities in this category are detailed in the California Professional Growth Manual.
- Service in a leadership role in a professional organization.

For the service to be acceptable, the credential holder must serve as an elected officer, a chair of a committee, or an official representative of an organization of professional educators, and he/she must participate in charting, planning, or forming educational or professional policies, positions, or directions for the organization to pursue. Examples of acceptable activities in this category are detailed in the California Professional Growth Manual. Activities that contribute to the ongoing operations or functioning of a professional organization shall not be acceptable.
- Participation in efforts to conduct educational research or to investigate educational innovations shall be acceptable, provided that the credential holder has an active role in one (1) or more of the following stages of the effort: planning, analyzing, interpreting, demonstrating, or disseminating the results of a study or innovation; or evaluating the study or innovation. Examples of acceptable activities are detailed in the California Professional Growth Manual.
- The activities specified below may also fulfill Professional Growth requirements:
 1. Participation in a Professional Exchange Program in which the credential holder changes positions with another educator for an extended period of time.

- 1 2. Participation in Alternative Work-experience Programs, paid or volunteer, in
2 which the credential holder fulfills new professional responsibilities for a
3 specified period of time.
- 4
- 5 3. Participation in a Program of Independent Study, provided that the credential
6 holder investigates a specified aspect of education, produces a written report or
7 other tangible product, and evaluates the independent study and its product.
- 8
- 9 4. Creative Endeavors, provided that the credential holder creates a tangible
10 product that exhibits originality of thought and execution or participates in a
11 production in which the credential holder exhibits a creative talent, and
12 provided that the creative endeavors directly relate to a subject or student group
13 the credential holder teaches or reasonably expects to teach.
- 14
- 15 5. Cultural Experiences, such as attendance at museums or musical, dramatic, or
16 dance productions, or cross-cultural immersion in the language and culture of an
17 ethnic or national group, provided that each experience directly relates to a
18 subject or study group the credential holder teaches or reasonably expects to
19 teach.

20

21 — The Professional Growth Advisor shall approve or disapprove of proposed
22 plans based solely on the activity's conformance with the law, regulations,
23 and guidelines of Professional Growth as per the Education Reform Act of
24 1983/SB 813.

25

26 24.8 Any units taken to fulfill a Professional Growth Plan, that also qualify for advancement on the
27 salary schedule, shall be counted for both.

28

29 24.9 The credential holder may appeal to the Professional Growth Panel if he/she believes that the
30 Professional Growth Advisor has taken an adverse action that he/she considers to be unfair,
31 arbitrary, or contrary to the terms of the law. If the matter is not resolved at this level, the
32 credential holder may then appeal to the Executive Secretary of the Commission on Teacher
33 Credentialing.

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**ARTICLE XXV
PARENT/GUARDIAN COMPLAINT**

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4 25.1 General Procedures
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6 25.1.1 A complaint form titled Request-for-Review shall be developed by the District
7 and the Association, and shall be distributed to each school site.
8

9 25.1.2 The Request-for-Review form shall be filed in the office of each school and shall
10 be made available to each parent/guardian upon request.
11

12 25.1.2.1 A parent or guardian of any student enrolled in the Alum Rock School
13 District may present a complaint against any employee of the School
14 District.
15

16 25.1.2.2 Parents/guardians may use the Request for Review form or any
17 written document to present a complaint under this article.

18 25.1.3 A copy of the procedure shall be attached to each Request-for-Review form to
19 provide guidance to the parent/guardian initiating a complaint.
20

21 25.1.4 Guidance will be provided by the District for those parents/guardians requesting
22 assistance regarding the complaint procedure.
23

24 25.1.5 When a complaint is filed, the procedures set forth in this Article shall be
25 followed.
26

27 25.2 Specific Procedures
28

29 25.2.1 When a parent/guardian has a complaint against an employee, s/he shall meet
30 with the employee, except when the health and safety of the employee,
31 complainant or student(s) have been threatened, to seek resolution within ten (10)
32 work days of the alleged event leading to the complaint. If the health and safety of
33 the employee, complainant or student(s) has been threatened, an administrator
34 shall be present at the meeting.
35

36 25.2.2 If, within ten (10) work days after meeting with the employee, the parent/guardian
37 is not satisfied, s/he shall file a written complaint with the employee's immediate
38 supervisor.
39

40 25.2.3 A copy of the complaint shall be forwarded to the immediate supervisor of the
41 employee and the President of the Association within three (3) workdays of
42 receipt.
43

44 25.2.4 The immediate supervisor shall investigate the written complaint. Any facts
45 concerning a parental complaint, gathered by the immediate supervisor, shall be
46 forwarded to the employee or his/her representative within a reasonable amount
47 of time.
48

- 1 25.2.5 Within ten (10) work days after the written complaint has been submitted, the
2 immediate supervisor shall:
3
- 4 25.2.5.1 Meet with the parties concerned during the employee work day, to
5 seek resolution;
6
- 7 25.2.5.2 Investigate the written complaint; and
8
- 9 25.2.5.3 Submit a written report, including recommendations and/or decisions,
10 to all parties concerned, including the President of the Association.
11
- 12 25.2.6 The immediate supervisor shall be responsible to see that there is compliance
13 with each step of the administrative procedure.
14
- 15 25.2.7 The findings and decisions of the immediate supervisor may be appealed to the
16 Superintendent within ten (10) work days after receiving the written report.
17
- 18 25.2.8 The Superintendent, or his/her designee, shall investigate the appeal and shall rule
19 on the merits of the recommendations and/or decisions. Such ruling shall be in
20 writing and shall be given to all parties concerned, including the Association,
21 within ten (10) work days.
22
- 23 25.2.9 Within five (5) work days after receiving the Superintendent's decision, the
24 Superintendent's ruling may be appealed directly to a panel composed of a
25 representative chosen by the Association, a representative chosen by the Board,
26 and a representative mutually agreed to by both parties.
27
- 28 25.2.10 Neither the complaint nor any ruling that may result from the complaint shall be
29 utilized by the District for disciplinary action against the employee, except for
30 those verified complaints directly resulting from violation of State law. Nothing
31 ensuing from a parental complaint shall be placed in an employee's file unless it
32 has been verified at the highest level of employee appeal.
33
- 34 25.2.11 The employee retains full right of appeal at all levels.
35
- 36 25.2.12 At the request of the Unit Member, an Association representative shall be present
37 at any meeting concerning the complaint, not including investigatory meetings
38 conducted by the District at which the unit member is not present. Any Unit
39 Member interviewed shall have Association representation. Any Unit Member
40 who declines Association representation must do so in writing.
41
- 42 25.2.13 The employee shall be given reasonable time during the employee work day,
43 without salary reduction, to review the complaint.
44
- 45 25.2.14 Only alleged procedural violations of this Article shall be subject to challenge
46 under Article V of this Agreement, and not the merits of any parent/guardian
47 complaint or any rulings, decisions of recommendations issued in conjunction
48 with administration of this Article.
49

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25.2.15 This Article shall be administered in accordance with all applicable laws.

ARTICLE XXVI
EFFECTS OF LAYOFF

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3
4 26.0 This article shall be effective with the layoffs beginning with the 92-93 school year.
5
6 26.1 Permanent certificated employees who will be laid off shall have preferential reemployment
7 rights for a period of 39 months.
8
9 26.2 Probationary certificated employees who will be laid off shall have preferential
10 reemployment rights for a period of 24 months.
11
12 26.3 Bargaining unit members who have been laid off shall be reemployed based on District
13 seniority, credentials and qualifications, and criteria established by the Board of Trustees
14 related to the breaking of ties in the date of hire.
15
16 26.4 Laid off bargaining unit members whose positions/programs have been eliminated shall have
17 a preferential right to return to the schools/units/programs from which they were laid off.
18 Right to return shall be based on district seniority.
19
20 26.5 During the period of preferred reemployment rights, the District shall offer laid-off
21 bargaining unit members, in seniority order, priority opportunity for substitute or temporary
22 teaching service. If the laid-off bargaining unit member serving in a substitute or temporary
23 teaching position for the District is employed for any twenty-one (21) days or more during
24 the sixty (60) work day period of time in the school year, the laid-off bargaining unit member
25 shall have his/her compensation for all service adjusted to the amount he/she would have
26 received had he/she been reemployed. Laid-off bargaining unit members who are providing
27 substitute or temporary teaching service shall retain their seniority placement and
28 preferential reemployment rights. Whenever a permanent/probationary position is vacated or
29 newly created, the most senior person on the rehire list who has accepted reemployment shall
30 be converted to the status held at the time of layoff.
31
32 26.6 The District shall notify laid-off bargaining unit members of reemployment offers by
33 registered mail. If the District does not hear from the employee, it will assume that the
34 employee accepts the offer of reemployment. The laid-off bargaining unit member has the
35 affirmative obligation to notify the Assistant Superintendent of Human Resources as soon as
36 possible should he/she wish to decline the offer.
37
38 26.7 During the period of preferred reemployment rights, laid-off bargaining unit members may
39 annually waive or reject an offer of reinstatement one time without prejudice.
40
41 26.8 Each laid-off bargaining unit member shall provide the Department of Human Resources
42 with addresses and telephone numbers where he/she may be reached during the summer for
43 the purpose of providing notice of reemployment opportunities.
44
45 26.9 Laid-off bargaining unit members shall be covered for July and August of the year of lay-off
46 by health and welfare insurance. The contribution levels of the district and the employee
47 shall remain the same for those two months as the previous school year.
48
49

- 1 26.10 Program managers shall provide instructional materials and supplies appropriate for an
2 employee's teaching assignment and \$50.00 or more for supplemental educational materials,
3 subject to budget availability.
4
- 5 26.11 Subject to availability, transportation of classroom materials shall be provided.
6
- 7 26.12 Within one (1) year of the date of transfer, for the purpose of placement only, those
8 employees who are transferred due to layoff shall have the same rights as those who are
9 involuntarily excessed.
10

**ARTICLE XXVII
CATASTROPHIC LEAVE**

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4 27.0 Definition: Catastrophic illness or injury means an illness or injury that is expected to
5 incapacitate the unit member for an extended period of time.
6

7 27.1 Eligibility Requirements—eligible leave credits may be donated to a unit member for a
8 catastrophic illness if all of the following requirements are met:
9

10 27.1.1 The unit member who is suffering from a catastrophic illness or injury requests that
11 eligible leave credits be donated and provides verification of catastrophic injury or
12 illness as required by the District. Participants shall be required to submit a doctor’s
13 statement indicating the nature of the illness or injury and the probable length of
14 absence from work or otherwise verify the need for leave.
15

16 27.1.2 The unit member is unable to work due to the unit member’s catastrophic illness or
17 injury.
18

19 27.1.3 The unit member has exhausted all his/her fully-paid leave and any other
20 accumulated paid leave credits.
21

(Catastrophic Leave shall go into effect when differential goes into effect and
22 shall be added to differential pay to equal the employees full salary).
23
24

25 27.2 Other Conditions of the Program:
26

27 27.2.1 No unit member may donate sick leave credits unless they have a minimum of
28 fifteen (15) days of accumulated sick leave and may donate only days in excess of
29 that fifteen (15) days, up to a maximum donation of five (5) days per year.
30

31 27.2.2 All transfer of sick leave credit to the program is irrevocable. Remaining days shall
32 be carried over to the next school year.
33

34 27.2.3 The maximum amount of donated leave credit that may be used by an individual
35 under this section shall be equal to his/her number of remaining work days.
36 Employees may reapply the following work year.
37

38 27.2.4 Catastrophic leave credit shall not be used for illness or disability which qualify the
39 participant for Worker’s Compensation benefits.
40

41 27.2.5 Credits shall not be considered available leave for purposes of qualifying for STRS
42 disability.
43

44 27.2.6 The District Office shall maintain on file the leave donated and distributed on
45 District forms.
46

47 27.2.7 The District shall issue a “Call for Donations” whenever a unit member requests use
48 of the Catastrophic Sick Leave Program.

- 1 27.2.8 All voluntary donations of sick days shall be made available to the requesting unit
2 member, up to the maximum specified above.
3
- 4 27.2.9 Days shall be contributed and granted in proportion to the daily rate of pay of the
5 participants.
6
- 7 27.2.10 The identities of donors shall remain confidential.
8
- 9 27.2.11 Upon the conclusion of the Catastrophic Leave Program, the days remaining shall be
10 kept in the bank. Individuals with a catastrophic illness may apply for the remaining
11 days with the provision that when the remaining days are exhausted, no further days
12 will be called for or hence granted.
13
- 14 27.2.12 The District will develop administrative procedures for the implementation of this
15 article, and will consult with the Association on said procedures.
16

ARTICLE XXVIII
SUSPENSION OF PROGRAMS

1
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3
4 4.4 The length of the Child Development Center or Latchkey Program employee's work year shall
5 be 242 days.

6
7 4.4.1 The length of the teaching term for the Child Development Center or Latchkey
8 Program employees shall be 202, 207, 222, or 227 days.

9
10 4.4.2 Full-year employees shall receive 12/12 of the appropriate salary schedule and the
11 length of their teaching term shall be based on years of service within the Child
12 Development Center or Latchkey Program. Employees having served the Child
13 Development Center or Latchkey Program less than five (5) years shall work 227
14 days, and employees having served five (5) years or more shall work 222 days.

15
16 4.4.2.1 The whole or half days available due to the differences between the
17 number of days the Child Development Center or Latchkey Program is
18 opened and the number of days in a Child Development Center or
19 Latchkey Program full-year employee's teaching term shall be taken at
20 such time the employee chooses. The following guidelines shall apply to
21 minimize disruption at each site:

- 22
23 1. Full-year employees shall sign up in advance on a prominently
24 displayed calendar for non-work days.
25
26 2. The number of full-year employees off simultaneously at each site,
27 and the procedure for deciding who shall be released if more than that
28 number wish to take off on the same day, is based on annual
29 guidelines developed mutually by employees and the program
30 manager at each Child Development Center or Latchkey Program.

31
32 4.4.2.1.1 Adjustment of these guidelines may occur during the work
33 year by mutual agreement of the employees and the program
34 manager at each Child Development Center or Latchkey
35 Program.

36
37 4.4.2.1.2 If there is no mutual agreement, then the issue will be
38 referred to a representative of the Association and a
39 representative of the District for final resolution.

40
41 4.4.2.1.3 Guidelines shall be put in writing and posted near the sign-up
42 calendar.

43
44 4.4.3 Child Development Center or Latchkey Program employees may opt to work less
45 than a full year. Employees exercising this option shall work the following number of
46 days: Employees having served the Child Development Center or Latchkey Program
47 less than five (5) years shall work 207 days, and employees having served five (5)
48 years or more shall work 202 days. The daily rate of pay for a part-year employees
49 shall be equal to that of a similarly placed full-year employee.

- 1 4.4.3.1 The whole days available due to the difference between the number of
2 days the Child Development Center or Latchkey Program is open and the
3 number of days in a part-year employee's teaching term shall be taken in
4 one or two blocks of consecutive school days. The following guidelines
5 shall apply to minimize disruptions at each site.
6
7 1. Part-year employees shall sign up by June 1 on a prominently
8 displayed calendar for their non-work days.
9
10 2. The procedures for deciding who, and how many employees are
11 eligible for part-year work, and the procedure for deciding who is to
12 be released if more than that number wish to take off at the same
13 time, is to be based on annual guidelines developed mutually by
14 employees and the program manager at each Child Development
15 Center or Latchkey Program.
- 16
17 4.4.3.1.1 Adjustment of these guidelines may occur during the work
18 year by mutual agreement of the employees and the site
19 supervisor at each Child Development Center or Latchkey
20 Program.
21
22 4.4.3.1.2 The issue will be referred to a representative of the
23 Association and a representative of the District for final
24 resolution if there is no mutual agreement.
25
26 4.4.3.1.3 Guidelines shall be put in writing and posted near the sign-up
27 calendar.
28
29 4.4.3.2 A Child Development Center or Latchkey Program employee shall
30 exercise the part-year option by June 1 for the next teaching term.
31
- 32 4.5 A maximum of five (5) non-working days may be carried over from one fiscal year to the next
33 by full-time Child Development Center employees or Latchkey Program employees.
34
35 4.6 When students are not in attendance in regular schools, State Preschool students shall not be in
36 attendance in order to provide Preschool teachers the opportunity to attend workshops on a
37 voluntary non-paid basis. Annual program length shall be maintained at the required number
38 of days.
39
40 6.6 Representatives and/or Alternates from the Child Development Centers and Latchkey
41 Program(s) may request a work schedule which enables them to attend regularly scheduled
42 Association meetings. Such request shall be honored unless it can be shown by the site
43 manager to disrupt the normal functioning of the Center(s). At his/her request, the
44 representative and/or alternate shall receive a written explanation from the site manager when
45 such a denial occurs.
46
47 6.8 Child Development Center and Latchkey Program Representatives shall be granted release
48 time to attend the general meeting.
49

1 9.4.6 Child Development Center and Latchkey Program faculty meetings shall be held in
2 accordance with this contract. Compensation or compensatory time will be given to
3 Child Development Center and Latchkey Program employees who are required to
4 attend a meeting at other than their scheduled hours of employment.
5

6 9.5.2 State Preschool shall be given the last working day of the month as a combined day in
7 order to fill out the end of the month reports and prepare for the following month.
8

9 9.10 CDC/Latchkey
10

11 The full-time Child Development Center or Latchkey Program employees shall work thirty-
12 five (35) hours per week based on a five (5) day work week (hours of employment).
13

14 9.10.1 No full-time CDC/Latchkey employee's work day shall be longer than eight (8) hours,
15 including all breaks, unless otherwise requested by the employee. Breaks may be
16 taken on or off campus.
17

18 9.10.1.1 CDC or Latchkey Program employees that work full-time on days when
19 regular school is not in session shall be included in Section 9.10.
20

21 9.10.2 Part-time Child Development Center/Latchkey employees shall work consecutive
22 hours.
23

24 9.10.3 Assignment to a duty schedule shall be on an equitable basis and shall reflect at least
25 the following:
26

- 27 • Benefit of an employee's skills to the Center/Program
- 28 • Needs of the Center/Program at differing times of the day, and
- 29 • Employee preference
30

31 All factors being equal, seniority shall be used in assigning employees.
32

33 9.10.4 In Child Development Centers, coverage shall be arranged to provide each employee
34 ample time for testing.
35

36 9.11 State Preschool
37

38 9.11.1 The work day for full-time Preschool employees shall be in accordance with state
39 guidelines. Part-time/Part-day employee positions shall be permitted. (See Section
40 16.4.)
41

42 9.11.2 Days for staff meetings are work days.
43

44 9.11.3 Student instruction time shall be in accordance with state guidelines.
45

46 9.11.4 Student minimum days shall be in accordance with state guidelines. (See 9.5.1.)
47

1 9.11.5 On days where A.M. and P.M. sessions are combined for the purposes of conducting
2 staff meetings, parent meetings and other special events, employees shall be allowed
3 to use compensatory time.
4

5 10.1 Class size means the number of students for whom an employee has responsibility at
6 any
7 given time. Class size shall not exceed:

8 Severely Delayed Language/Aphasic	Maximum	15
9 Diagnostic	Maximum	8

10
11 10.4 Class size in the Child Development Centers shall be the stated maximum according to State
12 and Federal guidelines. These guidelines will be posted in plain sight on the faculty bulletin
13 board no later than the second week of July. Any changes will be posted within two (2)
14 weeks of receipt.
15

16 10.5 Maximum class size in State Preschool shall be according to State guidelines.
17

18 10.6 Maximum class size in the Latchkey Program shall be according to State guidelines for Child
19 Development Centers, or according to Latchkey Program guidelines adopted by the State
20 during the term of this Contract.
21

22 14.2.7 District Seniority

23
24 Child Development Center employees, as per legal requirements, shall have a
25 separate seniority list. They are not on the District Seniority List.
26

27 Preschool employees, as per legal requirements, shall have a separate seniority list.
28 They are not on the District Seniority List.
29

30 Latchkey employees, as per legal requirements, shall have a separated seniority list.
31 They are not on the District Seniority List.
32

33 14.3.1.7 Preschool employees, involuntarily transferred from one site to another,
34 within the unit, shall receive District transportation to move materials. If
35 the transfer occurs during the school year, they will also receive two (2)
36 days substitute time to become familiar with, and organize themselves
37 for the program.
38

39 14.3.1.8 CDC/Latchkey employees involuntarily transferred from one site to
40 another, within the unit, shall receive District transportation to move
41 materials. When the transfer occurs, they will also receive two (2) days
42 substitute time to become familiar with, and organize themselves for the
43 program.
44

45 14.3.1.7 Preschool employees, involuntarily transferred from one site
46 to
47 another, within the unit, shall receive District transportation to
48 move materials. If the transfer occurs during the school year, they
49 will also receive two (2) days substitute time to become familiar

with, and organize themselves for the program.

14.3.1.8 CDC/Latchkey employees involuntarily transferred from one site to another, within the unit, shall receive District transportation to move materials. When the transfer occurs, they will also receive two (2) days substitute time to become familiar with, and organize themselves for the program.

15.1.2 Each twelve-month Child Development Center employee shall be allowed fifteen (15) days of leave of absence each year at full pay. A part-year Child Development Center employee (as defined in 4.3.3) shall have thirteen (13) days of sick leave annually.

16.2.3 (c) any course in student teaching taken by an employee after BA or by a Child Development Center or Latchkey Program employee without a BA and credential.

16.3.1.1 Transfer from Child Development Center or State Preschool Salary Schedule to Certificated Salary Schedule

Child Development Center or State Preschool credentialed employees transferring from the Child Development Center or State Preschool respectively to schools within the District, shall receive credit for all years worked under comparable certification status.

16.3.1.2 Transfer from Certificated Salary Schedule to Child Development Center, Latchkey Program or State Preschool Schedule.

Certificated employees transferring from the Certificated Salary Schedule to the Child Development Center or State Preschool Salary Schedule will receive credit for all years of certificated teaching experience.

16.8.2 The annual salary for a Child Development Center or Latchkey Program employee shall be as provided in Appendix A.

16.8.3 The annual salary for a Preschool employee's work year shall be as provided in Appendix A.

16.9 Child Development Center or Latchkey Program employees required to remain beyond the Center's closing time to insure the safety of students remaining in the Center or Program shall be entitled to one (1) hour compensatory time for each one-half (1/2) hour beyond the closing time.

16.9.1 A Child Development Center/Latchkey Program/Preschool employee shall be paid at his/her hourly rate for all other overtime.

16.9.2 Part-time Child Development Center or Latchkey Program employees that work in kindergarten or school age shall have the option to work a full day in their regular

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class assignment on days that regular schools are not in session. The employee shall be paid at his/her hourly rate of pay for each hour worked.

16.10 A part-year Child Development Center or Latchkey Program employee (as defined in 4.3.3) shall have the option of receiving payment of salary in eleven (11) or twelve (12) equal installments.

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GLOSSARY

1
2 **GLOSSARY**
3
4

5 1. ADAPTED PHYSICAL EDUCATION SPECIALISTS
6

7 Personnel who are certified adapted physical education specialists whose primary job
8 function requires offering adapted physical education to special education and other students
9 who qualify for adapted physical education.
10

11 2. AGGRIEVED
12

13 An employee or employees, including the Association or representative thereof, making a
14 claim.
15

16 3. AGREEMENT
17

18 The Articles and provisions contained in this contract.
19

20 4. ASSOCIATION
21

22 Alum Rock Educators Association
23

24 5. ASSOCIATION GRIEVANCE/COMPLAINT
25

26 Any matter being grieved/complained which, by its nature, affects a greater number of
27 employees than the original grievance/complaint.
28

29 6. BARGAINING UNIT
30

31 Alum Rock Educators Association
32

33 7. BEREAVEMENT
34

35 Days granted in addition to sick leave for the purpose of bereavement.
36

37 8. BOARD
38

39 The Governing Board of the Alum Rock Union Elementary School District.
40

41 9. BUILDING SITE
42

43 In addition to the regular school site, the building site shall include but not be limited to
44 Special Education Programs.
45

46 10. BUSINESS DAY
47

48 A day when the District Office is open.
49

- 1
2 11. CALENDAR DAYS
3
4 Refers to any of the days of the months July through June.
5
6 12. CBEDS
7
8 California Basic Enrollment Data Survey
9
10 13. CLAIM
11
12 A written assertion or a grievance or complaint by the aggrieved.
13
14 14. CLASS SIZE
15
16 The number of students for whom an employee has responsibility at any given time.
17
18 15. CLASSIFIED SPECIAL EDUCATION STUDENTS
19
20 Those students with Special Education IEP's, with the exception of those receiving only
21 Speech Therapy and/or Adaptive P.E. IEP's.
22
23 16. COMPLAINT
24
25 An assertion by an employee that a controversy, dispute, or disagreement of any kind or
26 character exists arising out of or in any way involving interpretation or application of any
27 District policy, rule or practice, or unfair or inequitable treatment, or a condition which
28 jeopardizes an employee's health (See Article V).
29
30 17. CONTINUING POSITION
31
32 An existing position that has been vacated.
33
34 18. DAILY RATE OF PAY
35
36 The employee's annual salary divided by the number of days in the employee's work year.
37
38 19. DISTRICT
39
40 The Governing Board and/or any member of District management.
41
42 20. EMPLOYEES
43
44 Refers to any employee who is included in the Bargaining Unit as defined in Article II and
45 therefore is covered by the terms and provisions of this Agreement.
46
47 21. EXTENDED DUTY PAY
48

1 Thirty-five (\$35.00) per hour for required meetings or activities beyond the employee work
2 day.

3 22. GRIEVANCE

4
5 An assertion by an employee that a controversy, dispute, or disagreement of any kind or
6 character exists, arising out of or in any way involving interpretation or application of the
7 terms of this Agreement.

8
9 23. HOURLY RATE OF PAY

10
11 Thirty-five (\$35.00) per hour for specified meetings or activities. Optional inservice may be
12 offered without compensation or at a fixed stipend.

13
14 24. IEP

15
16 Individualized Educational Plan

17
18 25. IMMEDIATE SUPERVISOR

19
20 The management person having immediate jurisdiction over the employee.

21
22 26. ITINERANT EMPLOYEE

23
24 Any employee who travels from site to site providing services.

25
26 27. JOINT STUDY COMMITTEE

27
28 A committee that is made up of Association and District representatives.

29
30 28. NEWLY CREATED POSITION

31
32 (1) A position which in the previous year did not exist at a school or at the District
33 level which may include, but is not limited to, changes in job description(s),

34
35 OR

36
37 (2) Any position created by an increase in enrollment which causes employment of
38 an additional teacher.

39
40 29. PARTY IN INTEREST

41
42 Any person who might be required to take action, or against whom an action might be taken,
43 in order to resolve a claim, complaint, or grievance.

44
45 30. PLANNING/PREPARATION DAY

46
47 A work day during which time pupils are not in attendance. (See Article 4.2)

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31. REPRESENTATIVE

A person chosen by the Association to represent the Association, or chosen by the District to represent the District.

32. SPECIAL UNIT

A group of employees in a specialized category who require special credentialing. For the current listing of Special Units contact the Association.

33. SUPERINTENDENT

Is considered an office and may be the individual or his/her designee.

34. SUPERVISION

Direct Supervision: Direct contact or ongoing contact (on a daily basis).
General Supervision: Indirect contact or intermittent contact (on a weekly basis).

35. TEACHING DAY

A day when pupils are in attendance.

36. TEACHING TERM

The total number of teaching days in a work year—one hundred eighty (180) days.

37. TRANSFER

A change from one school site to another, or in or out of a Special Unit.

38. WORK DAY

A day during which employees are required to be in attendance. This may be a teaching day or a Planning/Preparation day. For employees this means four hundred five (405) minutes on campus. This time includes at least fifteen (15) minutes before class, a duty-free lunch period, all breaks and recesses, and at least fifteen (15) minutes after the instructional day.

39. WORK YEAR

The total number of teaching days--one hundred eighty (180) days--plus two (2) Planning/Preparation Days.

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APPENDIX A
SALARY SCHEDULES

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APPENDIX B

TEACHER SUBSTITUTES - EMERGENCY CONDITIONS

**EDUCATION CODE PROVISIONS REGARDING
DISCIPLINE OF STUDENTS**

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APPENDIX C
TEACHING CALENDARS

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APPENDIX D
SIDE LETTERS/ADDENDUMS

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APPENDIX E

TIMELINES

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