

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**ALUM ROCK UNION ELEMENTARY
SCHOOL DISTRICT**

AND THE

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

**Amended with Tentative Agreement
dated March 13, 2017**

2017-2018

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**ARTICLE I
AGREEMENT**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Alum Rock Union Elementary School District ("District") and the Alum Rock Educators Association, ("Association") an affiliate of CTA/NEA, the exclusive representative.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act"). This Agreement shall remain in force and effect from July 1, 2017, through June 30, 2018. In the event a new contract has not been agreed to by June 30, 2017, this Agreement shall continue in force until a successor Agreement is reached. This Agreement shall supersede any rules, regulations, policies, procedures, or practices of the District which are, or may in the future be, contrary to or inconsistent with its terms.
- 1.3 The District shall not discriminate against any employee on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in the Association or participation in the activities of the Association. This Section is subject to the complaint procedure only.
- 1.4 The District agrees to take affirmative action to ensure that under-representation and under-utilization at all levels of responsibility for members of minority ethnic groups and/or men/women will be corrected. This Section is subject to the complaint procedure only.
- 1.5 Under the terms and conditions of this agreement, the parties agree that the relationship between members and the District shall be based on the principles of equity, just cause and due process.
- 1.6 Academic freedom shall be guaranteed to all employees in accordance with District policy, procedures, and State and Federal laws.
- 1.7 The personal life of the employee shall not be of concern to the employer unless it prevents the member from performing the member's assigned functions. The employee is entitled to full constitutional rights of citizenship, and the member's religious or political activities are not grounds for discipline or discrimination with respect to the member's professional employment, as long as he/she does not violate any local, state, or federal law.
- 1.8 The parties recognize that the Board of Trustees has the responsibility and authority to manage and direct all the operations and activities of the District and that all lawful rights and authority of the Board of Trustees not modified by this agreement are retained by the Board of Trustees.

**ARTICLE II
RECOGNITION**

- 2.1 Members of the bargaining unit shall include the following credentialed and certificated personnel: classroom teachers, psychologists, nurses, resource teachers, librarians, counselors, speech therapists, music teachers, and other certificated and credentialed positions which now or in the future do not have management responsibility as their primary function; excluding substitute teachers and independent contractors.
- In the event that a service or program that previously had bargaining unit members is discontinued, the language that pertains to those programs and services shall be placed in Article 28 called, "Suspension of Program". If and when these programs are reinstituted, the District and Association shall meet to bargain all aspects within the scope of bargaining.
- 2.2 The District agrees that it, its members, and agents shall not negotiate privately or individually with any bargaining unit member or with any officer of the Association.
- 2.3 The Association agrees that it, its members, agents and officers shall not negotiate privately or individually with any school board member or member of management. Any employee may express his/her personal opinion to school board members or to members of management without being disciplined.
- 2.4 The Association reserves the right to determine any process related to a waiver and the duration of that waiver.

**ARTICLE III
NEGOTIATIONS**

- 3.1 No later than February 1, 2018, unless mutually agreed upon, both parties shall, in good faith, meet and negotiate items within the scope of representation. Any agreement reached between the parties shall be reduced to writing and signed by them.
- 3.2 The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 3.3 Negotiations shall take place at mutually agreed times and places.
- 3.4 The Association shall receive a total of 115 days of release time annually, without loss of compensation to the employee. The Association shall certify that the business is Association business, and shall reimburse the District the cost of substitute(s). These days shall be entered into the sub system by the Association President or designee. These days may be in whole or half days (or as described in 6.5). Upon receipt the Association will reimburse the District for all other teacher release time unless specifically approved by District Administration.
- 3.5 Upon request, the District shall furnish the Association with two copies of any non-confidential documents or information, records, data, worksheets, and budgetary materials which may be relevant to the negotiations.
- 3.6 Upon request, the Association shall provide the District with two copies of any non-confidential documents or information, records, data, worksheets, and budgetary materials which may be relevant to the negotiations.
- 3.7 Thirty (30) days after ratification of the Agreement, the District shall provide a copy of this contract to each member of the bargaining unit. The District shall provide a copy of this contract to each new bargaining unit member upon employment. The Association shall receive at least twenty (20) copies of this contract. Copies of new salary schedules, calendars, etc. and side letters of agreement shall be provided by the District to each employee within thirty (30) business days if ratification occurs during the teaching term, or sixty (60) business days if ratification occurs during the summer.
- 3.8 Authorized representatives, officers, and committees of the Association may conduct Association business at reasonable times. Such business will not interfere with the primary job functions of employees.

**ARTICLE IV
CALENDAR**

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 For the 2017-2018 school year, the work year as defined and used in this Agreement shall increase from a one hundred eighty-two (182) day work year to a one hundred eighty-five (185) day work year. The salary schedule shall increase to reflect the three (3) additional work days for the 2017-2018 work year and shall consist of one hundred eighty (180) instructional days and two (2) planning/preparation days, plus three (3) professional development days. The Association and the District shall jointly schedule and plan the three (3) professional development days: for purpose of this Section 4.3, "planning" by the Association is intended to mean and include direct input into the content of the professional development days. Such days may focus on Common Core and/or focus on other area needs outlined in the District's LCAP. This section 4.3 shall sunset on June 30, 2018, and shall be of no force or effect after June 30, 2018.

ARTICLE V
GRIEVANCE AND COMPLAINT PROCEDURES

5.1 Purpose

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

5.2 Definitions

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

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

5.2.3 A claim is a written assertion of a grievance or complaint by the aggrieved.

5.2.4 The aggrieved is an employee or employees, including the Association or representative thereof, making the claim.

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

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

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

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

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

5.3 General Provisions

5.3.1 The time limits set forth in this article are considered maximums, and every effort shall be made to resolve grievances and complaints as quickly as possible.

- 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.
5
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.
9
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
31 of 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.
50

1 5.3.11 When it is necessary for a representative designated by the Association to process a
2 grievance or complaint, or attend a hearing during the work day, the representative
3 will, upon notice to the representative's principal or immediate supervisor by the
4 President of the Association, be released without loss of pay to participate in the
5 foregoing activities. Any employee who is requested to appear in such hearings as a
6 witness shall be accorded the same right. (See Article 3.4.)
7

8 5.3.12 If the Association and the District agree in writing, the complaint or grievance may
9 be brought directly to Level III (Arbitration/Board of Review).
10

11 5.3.13 Grievances or complaints of a similar nature may be joined in a single grievance or
12 complaint and processed as an Association Grievance/Complaint.
13

14 5.3.13.1 In the event that an employee's grievance/complaint is elevated to the
15 status of an Association Grievance/Complaint, an additional fifteen (15)
16 days shall be allowed for further processing of said
17 Association/Grievance Complaint.
18

19 5.4 Steps of Grievance 20

21 5.4.1 Conference (Level I) 22

23 5.4.1.1 Within thirty (30) work days of the event or knowledge of the event
24 which gives rise to the grievance, the employee shall meet with his/her
25 immediate supervisor for the purpose of resolving the grievance. (See
26 5.4.1.3.) Should the alleged grievance not be resolved informally at this
27 meeting, a written grievance shall be submitted within this 30 day time
28 line.
29

30 5.4.1.2 The employee may, at his/her option, request that his/her Association
31 representative be present.
32

33 5.4.1.3 Any person(s) named in the grievance shall be notified by the grievant
34 and shall have the option of meeting with the employee and the
35 employee's immediate supervisor.
36

37 5.4.1.4 The aggrieved shall submit his/her claim to the immediate supervisor
38 requesting a written answer within ten (10) work days. This claim shall
39 be a statement of the circumstances giving rise to the grievance, citing
40 specific Article, Section, and Paragraph of this Agreement and the
41 specific remedies sought.
42

43 5.4.2 Superintendent Level (Level II) 44

45 5.4.2.1 If the grievance is not settled in Level I, the aggrieved, within ten (10)
46 work days, may submit his/her claim in writing to the Superintendent.
47 The Superintendent shall have ten (10) work days to give a written
48 decision after receipt of the claim.
49
50

1 5.4.2.2 This claim shall include a copy of the original grievance, appeals, and
2 decisions rendered at Level I and the specific remedies sought, if different
3 from the original claim, and a statement of the reasons for the second
4 appeal.
5

6 5.4.3 Arbitration Level (Level III)
7

8 5.4.3.1 If the aggrieved is not satisfied with the disposition of the grievance in
9 Level II, the Association, within twenty (20) work days may submit the
10 grievance to arbitration. In such cases, the parties shall request a list of
11 arbitrators from the American Arbitration Association in accordance with
12 their procedures in use at that time.
13

14 5.4.3.2 If any question arises as to the arbitrability of the grievance, such
15 questions will be ruled upon by the arbitrator. The arbitrator may require
16 an opportunity to hear the merits of the grievance.
17

18 5.4.3.3 The arbitrator shall not render any award which conflicts with or alters
19 this Agreement. It is understood, however, that the arbitrator shall
20 interpret the Agreement in accordance with accepted rules of the
21 American Arbitration Association.
22

23 5.4.3.4 If either party requests a transcript of the proceedings, that party shall
24 bear the full costs for that transcript. If both parties request a transcript,
25 the total cost of the transcript shall be divided equally between the
26 District and the Aggrieved.
27

28 5.4.3.5 Selection of the arbitrator shall be in accordance with the prevailing
29 American Arbitration Association procedures.
30

31 5.4.3.6 Once the arbitrator has been selected, hearings shall commence at the
32 convenience of the arbitrator. Hearings shall be confined to business
33 days.
34

35 5.4.3.7 The arbitrator shall conduct the hearing in accordance with the voluntary
36 arbitration rules of the American Arbitration Association and the
37 provisions of this Agreement.
38

39 5.4.3.8 The arbitrator's decision will be in writing and will set forth the
40 arbitrator's findings of fact, reasoning, and conclusions of the issues
41 submitted. The arbitrator will be without power or authority to make any
42 decision which requires the District to hire an employee in a management
43 position or requires the commission of an act prohibited by law, or which
44 is violative of the terms of this Agreement. However, it is agreed that the
45 arbitrator is empowered to include in any award such financial
46 reimbursement or other remedies the arbitrator judges to be proper. The
47 award of the arbitrator shall be final and binding on the parties and a copy
48 shall be submitted to the Superintendent, the aggrieved, and the
49 Association.
50

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

5.5 Complaint Procedure

5.5.1 Level I (Conference Level)

Within thirty (30) work days of the event or knowledge of the event which gives rise to the complaint, the employee shall meet with his/her immediate supervisor. The employee may, at his/her option, request that his/her representative be present (see 5.3.6). Any person(s) named in the complaint shall be notified of such by the complainant and shall have the option of meeting with the employee and the employee's supervisor. The aggrieved shall submit a formal written complaint to the immediate supervisor requesting a written answer within ten (10) work days. If the supervisor does not respond in writing within the time period, the complaint may be taken to the next level.

5.5.2 Level II (Superintendent's Level)

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

5.5.3 Level III

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

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

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

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

1 5.5.3.3 The Board of Review shall report its findings of fact to the parties in
2 interest at a meeting of the Governing Board. This report shall be made
3 public only upon mutual agreement of the parties in interest. The Board
4 of Review's findings and recommendations shall be advisory to the
5 Governing Board and shall be acted on at its next regular meeting. The
6 Association has the right to request to have a representative present at all
7 Governing Board discussions and decisions regarding the complaint.
8

9 5.5.3.3.1 The Superintendent, within five (5) working days, shall notify
10 the complainant and the Association in writing of the
11 Governing Board's decision.
12

13 5.5.3.4 The cost, if any, for the services of those members of the Board of
14 Review shall be borne by the parties responsible for the appointment. All
15 additional costs, if any, and actual and necessary travel and subsistence
16 expenses of the chairperson, shall be borne equally by the parties
17 involved.
18

**ARTICLE VI
EMPLOYEE AND ASSOCIATION RIGHTS**

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

1 6.12 It is the intent of the Association to have a full-time release President each year, unless,
2 subsequent to the election of the officers of the Association, the District is informed
3 otherwise by June 30th.
4

5 6.13 The Association President has the right to return to the same site that he or she was assigned
6 to at the beginning of the president's term. With such return to the site, any impact on staffing
7 shall be handled and administered in accordance with the involuntary excess provisions in
8 Article 14.3.1 of the Agreement.
9

ARTICLE VII
PROFESSIONAL FEES AND DUES

- 7.1 Any unit member who is a member of the Alum Rock Educators Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Dues may be paid in one lump sum each year.
- 7.2 Commencing on September 1, 1988, any unit member who is not a member of the Alum Rock Educators Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 7.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, as provided in Section 7.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 7.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 7.3 If an employee in the bargaining unit belongs to a recognized religious organization which does not permit its members to pay a representational/service fee to any employee organization, an amount equal to the fee which would have been paid, will be paid by that unit member and deposited into a Student Benefit Fund established and administered jointly by the Association and the District. If no such fund exists, the amount deducted will be deposited by the District with a recognized charitable organization designated by the unit member and approved by the Association and the District. Such organization shall be a non-religious, non-labor organization exempt from taxation under Section 503(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before October 31 of each year.
- 7.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 7.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 7.1 and 7.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 31 of each school year.
- 7.5 With respect to all sums deducted by the District pursuant to Sections 7.1 and 7.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom

1 such deductions have been made, categorizing them as to membership or non-membership in
2 the 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.
10

ARTICLE VIII
EMPLOYEE SAFETY AND WORKING CONDITIONS

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

1 8.8.1 Suspension from Class/Activity by the Employee

2
3 Employees may suspend, consistent with the requirements of the Education Code,
4 any student from his/her class for the day of the suspension and the day following,
5 and 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
35 also be informed that if the student continues to present a threat to the safety of the
36 employee, the 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
39 not be returned to class without the concurrence of the employee whose class the student is
40 being 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
46 staffs of all programs at that site.
47

48 8.13 Employees may exercise reasonable means to defend themselves when they perceive that
49 they are in imminent danger of harm.
50

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 35294-35294.9.
10

11 8.16 All unit 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

20 Each unit member shall be assigned to a designated classroom or teaching station or assignment
21 area and shall be provided a key to access his or her assigned classroom or assigned teaching
22 area or assignment area.
23

24 8.17 Lactation Accommodation for Teachers
25

26 All school site administrators shall provide each teacher a reasonable amount of break time to
27 accommodate such teacher desiring to express breast milk for the teacher's infant child. The
28 teachers shall make reasonable effort so that the break time shall, if possible, run concurrently
29 with any break time already provided to the teacher. Otherwise, the teacher shall provide the site
30 administrator sufficient notice to provide appropriate coverage for the teacher's class during the
31 teacher's limited absence. If less than thirty (30) minutes notice is provided then any break time
32 for the teacher that does not run concurrently with the rest time authorized for the teacher pursuant
33 to this Agreement shall be unpaid. No breaks shall be requested or granted if to do so would
34 seriously disrupt the operations of the site including, for example, lockdowns.
35

36 The site shall make reasonable efforts to provide the employee with the use of a room or other
37 location, other than a bathroom, in close proximity to the teacher's assigned classroom or other
38 work area, for the employee to express milk in private. The room or location may include the
39 place where the teacher normally works if it is private and secure.
40

41 8.18 The principal, or his/her designated appointee, shall aggressively pursue every option to provide
42 an environment free from persistent noise and interruptions in the nurses's office so testing,
43 counseling and mandated Health Services can be accomplished with accuracy and validity.
44

45 8.19 Specific indoor areas are to be provided at each school for choir, instrumental music, and adapted
46 physical education services that are quiet, accessible, appropriate, and have adequate storage
47 space. If there is a change in location, the employee shall be notified at least five (5) work days in
48 advance. (Subject to Complaint Procedure only)
49

1
2 8.20 Psychologist Work Area
3

4 To the extent possible, the principal, or his/her designated appointee, shall provide a work area for
5 the assigned psychologist. This area shall be regularly and readily available all of the time the
6 psychologist is assigned to work at the school. It shall be regularly maintained, well lighted,
7 heated, and pleasantly painted. It shall be furnished with a table and appropriate sized chairs for
8 both adults and children. It shall include storage for the psychologist's use, a full service
9 telephone, and a wall clock with a sweep second hand. It shall be private, quiet, and free from
10 distraction and interruptions. (Subject to Complaint Procedure only)
11

12 8.21 With the exception of the provisions of Article VII, no reprisals shall be taken against an
13 employee for failure to donate funds to any profit or non-profit institution.
14

**ARTICLE IX
HOURS OF EMPLOYMENT**

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

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

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

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

9.2.3 Unit members, as a staff, may recommend to the principal starting and ending times and scheduling. These times are set annually by the Board.

9.2.4 Students' instructional day shall begin when the teacher meets his or her students at the designated assembly point. As a result of the resolution to Grievance #27 reached between the ARUESD and AREA pertaining to Start Time, the parties agree that teachers shall be with their students at the time the beginning of day bell rings. This means that, for example, if students are assembled at the blacktop as part of the morning routine, teachers will be physically with their students ready to proceed to class at the time the bell rings. Further, both parties agree that a warning bell would be helpful in preparation for a smooth opening.

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

9.3 Except as otherwise provided in this Article IX, sections 9.3.1.2.4 and 9.5, the length of times for student instruction shall be:

Kindergarten 200

Grades 1, 2, 3 290

Grades 4 - 8 310

9.3.1 Teacher Preparation Time

Any time left after subtracting the staggered time in Section 9.1 and the student instruction time in Section 9.3 from four hundred and five (405) minutes shall be teacher preparation time. Teacher preparation time is that part of the employee's workday excluding instructional time. It shall be work time used for program duties

and curriculum activities. Teacher preparation time may be taken before or after student instructional time, and shall not be used for substituting in other classrooms.

9.3.1.1 Kindergarten teachers shall work and receive at least sixty (60) minutes of the teacher preparation time in instructional activities with Kindergarten and/or primary students according to a mutually agreed upon set daily schedule set by the teacher.

9.3.1.2 4-1 Schedule

9.3.1.2.1 The District shall implement a 4-1 schedule district-wide. A 4-1 schedule is understood to mean a school week in which the instructional minutes for each school day are rearranged to provide four (4) days of fifteen (15) minutes longer instruction and a modified day of sixty (60) minutes shorter instruction on Thursday of each week. This modification shall not increase the teacher workday of 405 minutes.

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

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

9.3.1.2.4 The length of times for student instruction shall be adjusted for the 4/1 schedule as follows:

Grade Level	Days of Week	Minutes	Day of Week	Minutes
Kindergarten	MTWTF	200	Thursdays	200
Grades 1, 2, 3	MTWTF	305	Thursdays	230
Grades 4 - 8	MTWTF	325	Thursdays	250

9.3.2 Teacher Substitutes – Shortage/Emergency

A substitute emergency exists when a teacher is detained for a short period of time, a teacher has to leave his/her class on an emergency, pending the arrival of a substitute, or substitute services cannot provide a substitute.

9.3.2.1 On professional development days, the District shall recall unit members back from professional development first, before directing unit members at a site to cover classes.

At the elementary level, when there is a substitute shortage, the District shall pay the unit members receiving students the substitute rate prorated by the number of teachers taking on additional students.

At the middle school level, unit members are paid the hourly rate (\$40) for covering a class during their prep (9.9.1.1).

9.3.3 The unit members shall share equally in providing supervision.

9.3.3.1 A duty schedule shall be developed by the building principal or designee at the school site and shall include before school, recesses, and after school. The length of after school supervision shall not exceed twelve (12) minutes, except in extraordinary circumstances and shall count as part of the four hundred and five (405) minute work day.

9.3.3.1.1 Should the designee(s) be a unit member(s), release time or extended duty time shall be provided. The principal shall assume responsibility for the duty schedule.

9.4 Meetings

9.4.1 Unit members shall not be required to attend more than two (2) hours of meetings per week nor more than thirty-five (35) hours of meetings per school year outside the unit member work day. Any fractional part of an hour that extends beyond the first hour shall count as a full hour.

9.4.1.1 Unit members shall be given one week's notice of required District/School meetings, other than staff meetings, and a two (2) day notice for required staff meetings.

9.4.1.2 Meetings shall not conflict with local, state and/or national election days.

9.4.1.3 Unit members may, with the approval of the site administrator, leave early on days when night meetings are scheduled, to compensate for the time required to remain until the end of the night activity.

9.4.2 Any staff meeting shall have an agenda that allows for input and will be emailed and/or published 24 hours in advance of the meeting.

9.4.3 Required meetings (9.4.1.1) may be held before or after school as determined by two thirds (2/3) vote of the staff. Those held after school shall begin no later than within twenty (20) minutes of the dismissal of all students. The Kindergarten day shall not be used as a basis for determining starting times of meetings held after school.

9.4.4 Any portion of a meeting scheduled on a minimum day which extends beyond the unit member work day shall be counted as one of the thirty-five (35) hours (9.4.1).

The unit member shall not be required to remain in a meeting scheduled on a minimum day which extends beyond the unit member's work day unless required under 9.4.3.

9.4.5 No more than four (4) night meetings shall be required per school year.

9.4.5.1 End of the year promotion ceremonies at middle schools shall be counted as one (1) of the thirty-five (35) hours of meetings per Article 9.4.1.

9.4.6 Upon written request from at least two-thirds (2/3) of the on-site/unit employees, the principal/administrator in charge shall call a special faculty meeting at which he/she shall be present. These meetings are not included in the 9.4.1 limitations. The agenda of the special faculty meeting shall be limited to items included in the request and shall be included with the announcement of the special faculty meeting.

9.4.7 District or Site meetings, not including Governing Board meetings, shall not be held on Monday when regularly scheduled Alum Rock Educators Association meetings are conducted.

9.4.8 Individualized Education Program (IEP) Case Managers may schedule IEP team meeting during the four hundred and five (405) minute work day at a time mutually agreed to by the IEP team who shall attend the IEP meetings. A meeting that is voluntarily scheduled entirely or in part outside of said work day shall not result in extended duty pay. For the purposes of this Agreement, the IEP team members include any administrator and AREA bargaining unit member who shall be in attendance at the meeting.

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

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

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

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

9.5 Report Card Preparation and Parent Conferencing

There shall be thirteen (13) minimum days: twelve (12) of which shall be for report card preparation and a parent-teacher conferencing period as specified on the calendar, one (1) of which shall be for an Association meeting. The thirteen (13) minimum days shall each have

eighty (80) minutes of non-student contract time at the end of the instructional day. Arrangement of time shall be mutually determined.

Kindergarten 200 minutes

Grades 1 - 3 210 minutes

Grades 4 - 8 230 minutes

9.5.1 Kindergarten teachers shall combine AM/PM classes for the purpose of report card preparation and parent teacher conferences. Kindergarten teachers have the right to mutually agree on another option. This Article 9.5.1 shall be suspended for the 2014-2015 and 2015-2016 school years.

9.6 Itinerant teachers may use the twelve (12) minutes before class to conduct business at the District Office or other District site.

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

9.8 Employees may be required by the site administrator to sign in and out. The procedure used will be mutually agreed upon by the staff and site administrator.

9.9 Preparation Time

9.9.1 Middle School Level

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

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

9.9.2 Elementary Level

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

9.9.2.2 Teachers at the elementary level shall receive \$40 for a missed preparation period. Teachers shall submit a claim for payment to the designated administrator on a monthly basis.

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

9.9.3 The preparation period schedule shall be prorated for minimum days, so that all teachers receive their preparation period.

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

9.11 Prep Period Changes for Mandated State Testing.

Elementary Prep Period

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

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

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

Any employee who does not receive a prep period will be paid the agreed upon amount of \$40 per prep period missed.

Middle School Prep

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

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

Any employee who does not receive a prep period will be paid the agreed upon amount of \$40 per prep period missed.

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)	35
(Not to exceed 40)	
Specific Learning Disability (Special Day Class)	15
Visually Handicapped (Special Day Class)	10
Hearing Impaired (Special Day Class)	10
Adapted Physical Education (Case Load)	55
Speech (Case Load)	55
Resource Specialist Program (Case Load)	28
(Limit of 12 at any one time)	
Autistic (Special Day Class)	10
Emotionally Disturbed Class (Special Day Class)	10
Intellectual Disability Class (Special Day Class)	15
Non-Categorical (Special Day Class)	15

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.

*Pursuant to the 2010 June Primary parcel tax revenue shall be used to maintain small class sizes of 20:1 in grade K-3 for the duration of the parcel tax. (MOU dated March 8, 2010); provided, however, that pursuant to the agreement between the District and AREA dated July 21, 2014, class sizes in grades K-3 shall be increased to 21:1 for the 2014-2015 school year.

K-3 Class Size Overage Payments

For the 2017-2018 school year only, any unit member who teaches Transitional Kindergarten/Kindergarten through Grade 3, and whose class size exceeds 24, shall be paid overages according to Article 10.1.1. Excess student overages shall be limited to two (2) students over the 24.

10.1.1 Overage Payments

Subsequent to September 30 of any school year, any unit member, with the exception of P.E. and instrumental music, whose class size exceeds 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 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 four dollars (\$4.00) per excess student per hour/middle school period, not to exceed twenty dollars (\$20.00) per excess student per day for self-contained classes.

10.1.3 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.

10.1.4 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.

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

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

10.2 Ratios

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

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

10.2.3 The positions of nurses and counselors shall only be eliminated through the process of attrition.

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

10.2.5 In laboratory classes, the number of students shall not exceed the number of basic work stations available. Basic work stations are defined as "an assigned location where a student normally spends the majority of his/her class time" and which

contains the implements necessary for a student to work safely, subject to the provisions of the applicable Education Code.

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

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

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

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

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

10.2.7 Administratively directed regrouping of students for instruction for more than a total of twenty (20) minutes/per day, between teachers shall not result in a class size that exceeds the limits as stated in the Article 10.1, 10.1.5, or the Class Size Reduction Program 20:1 (K-3) March 8, 2010 Tentative Agreement as modified by the agreement dated July 21, 2014, or the Memorandum of Understanding Between AREA and ARUESD Re: Extended Day Kindergarten and K-3 Class Size Overage Payments dated July 23, 2015, until the expiration of such agreements.

10.2.8 Special Education Paraprofessionals

For the 2017-2018 school year only, any Special Education teacher who does not receive instructional assistance on any instructional day because of a vacancy or unfilled paraprofessional position and for which no substitute is provided, shall receive fifty dollars (\$50.00) per day, per paraprofessional for missed assistance. The amount of assistance currently provided for each individual Special Education teacher shall not be diminished for the 2017-2018 school year except upon extraordinary circumstances including but not limited to reduction in class size or changes in student IEPs.

10.3 Classified Special Education Students

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

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

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

1 10.3.3 Middle School P.E. classes may include no more than four (4) SDC students unless
2 agreed to by the receiving teacher.

3
4 10.3.4 Inequity in placement of Classified Special Education students throughout all
5 available classes may be grounds for complaint.
6

ARTICLE XI
NON-TEACHING AND EXTRA-CURRICULAR ACTIVITIES

- 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

- 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
(Effective 2016-2017 School Year)

13.1 General Consideration and Definitions

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

13.1.2 The process of evaluation shall consist of two (2) components: Formal Observation (1 (one) announced and 1 (one) unannounced). The 2 (two) formal observations for counselors shall both be announced. (Sections 13.2 to 13.2.7) and Evaluation (Sections 13.3 to 13.3.6.2).

13.1.2.1 Evaluation and observation of non-classroom unit members must occur on those portions of the unit member's duties which are described in their job description or are part of their general duties.

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

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

13.1.4 Probationary and temporary unit members shall be evaluated every year. Permanent status unit members with less than ten (10) years in the District shall be evaluated at least every three (3) years. Permanent status unit members with ten (10) or more years in the District shall be evaluated at least every five (5) years. Evaluations undertaken pursuant to this section shall be in accordance with Education Code section 44644 and consistent with the intent of the evaluation process as stated in section 13.1.1.

13.1.5 Any evaluation instrument shall be mutually developed and revised with the Association and adopted by the District. Copies of the observation form, evaluation instrument, and evaluation planning form shall be provided to each unit member no later than September 15.

1
2 13.1.6 The evaluator shall be the site administrator/program manager, or one who has been
3 designated as the evaluator. All unit members shall be notified by September 15, if
4 the unit member is to be evaluated that year, and who their evaluator shall be. In the
5 case of the unit members hired, assigned or reassigned after the beginning of the
6 school year, such notification shall occur no later than thirty (30) calendar days after
7 the date of hire, assignment or reassignment, as applicable.
8

9 13.1.6.1 The unit member shall, at any time, be entitled to an additional
10 observation, conference, and written evaluation by another evaluator.
11 The reason(s) for this request shall be given in writing. An additional
12 evaluator shall be assigned.
13

14 13.1.6.2 An additional evaluator may be assigned when the Superintendent
15 declares to the Association an extraordinary situation exists.
16

17 13.1.6.3 An alternate evaluator may be assigned upon the request of a unit
18 member. The unit member shall notify the District of his/her requested
19 alternate evaluator. The selection of the alternate evaluator is subject to
20 the agreement and approval of the unit member and the District. The
21 requested alternate evaluator must agree to his/her selection. The
22 alternate evaluator shall be a certificated administrator employed by the
23 District and must possess an administrative credential at the time of the
24 evaluation. If the unit member's requested alternate evaluator is not
25 certificated in the same area of service as the unit member (i.e. special
26 education, counselor, nurse) then a different alternate evaluator shall be
27 identified by the unit member with the appropriate certification upon the
28 request of the District.
29

30 13.1.7 The teacher, excluding counselors, nurses and psychologists, shall select one (1) area
31 of focus from the California Standards for the Teaching Profession numbers 1 – 5 on
32 the Teacher's Evaluation Instrument. The selected standard shall be the focus of the
33 evaluation process. The teacher shall notify the evaluator by October 1 of the
34 standard he/she has selected.
35

36 Counselors, nurses and psychologists use a different evaluation instrument than
37 teachers, 13.1.7 shall not apply.
38

39
40 13.1.8 The unit member shall have the option to include an Association representative of
41 his/her own choosing to be present at any or all stages of the formal observation and
42 evaluation. The dates/times for unannounced observations shall be treated as
43 confidential information by the Association. The cost of any additional observers
44 will be borne by the Association.
45

46 13.1.8.1 Such representative may be a designated representative as per Section
47 5.2.6. Such representative shall serve at the discretion of the Association.
48 Release time for such representation shall be from the days available as
49 per Article 3.4. These days may be in half or whole days.
50

13.1.9 No unit member shall evaluate another unit member, nor shall he/she be required to assess his/her own performance as it relates to formal evaluation as described in this Article. A unit member may assess his/her own performance as it relates to observations.

13.2 Formal Observations

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

13.2.2 At least two (2) formal observations (one (1) announced and one (1) unannounced) shall be made in the evaluation year by the evaluator; one shall be arranged by the evaluator and the unit members at least two instructional days in advance of the observation; the other(s) may be unannounced. The evaluator shall use only his/her own observations to complete the Teacher Observation Form. Commendations from any observations may be used by the evaluator.

The two (2) formal observations for counselors shall both be announced.

13.2.3 Timeline:

13.2.3.1 The first formal observation shall not occur prior to October 1st.

13.2.3.2 The evaluator shall complete the first formal observation and conference by December 15th.

13.2.3.3 The evaluator shall complete the second formal observation and conference by April 30th.

13.2.3.4 Classroom visitation by administration may occur at any time.

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

If a significant weakness or deficiency is noted, it shall be discussed at the conference and recommendations for improvement by the evaluator and/or the unit member shall be discussed and included in the observation summary. (see 13.4.1)

A copy of the observation form shall be given to the unit member at the conference. This copy and the original shall be signed by the evaluator and the unit member. The signature of the unit member will not indicate agreement; it will only affirm that there has been an opportunity to read and discuss the contents of the observation with the evaluator.

13.2.4.1 If a significant weakness or deficiency is noted, within twenty (20) work days after the observation conference, the unit member may schedule a follow-up observation with his/her immediate supervisor to demonstrate progress in addressing those areas of concern noted in the observation.

1 This observation shall be followed by a conference and written summary.
2 (see 13.2.4) Any improvement will be noted in a positive manner in the
3 formal evaluation.

4
5 13.2.4.3 The unit member shall, at any time, be entitled to an additional formal
6 observation, conference, and written summary by the same or by an
7 additional evaluator. Reason(s) shall be given for this request in writing.

8
9 13.2.4.4 The observation and/or evaluation conference shall be held during the
10 employee work day, or the unit member shall be paid the hourly rate of
11 pay unless the unit member requests a time outside the work day.

12 13 13.2.5 Observation/Evaluation Forms

14
15 The formal observation form shall be directly related to categories on the Evaluation
16 Instrument. The observation form shall be the same throughout the district. Copies
17 of the observation form, evaluation instrument, and evaluation planning form shall
18 be provided to each unit member no later than September 15.

19 20 13.2.6 Observations

21
22 There shall be at least two (2) formal observations in the evaluation year by the
23 designated evaluator, who shall use only his/her formal classroom observations to
24 complete the Teacher Evaluation Instrument. Commendations from any observations
25 may be used by the designated evaluator.

26 27 13.3 Conference About Evaluation Instrument

28
29 13.3.1 After the formal observations, an evaluation conference shall be held during which
30 specific written observations, commendations, cited deficiencies, and
31 recommendations, which are specifically related to the evaluation instrument, shall
32 be communicated and documented.

33
34 13.3.1.1 This formal evaluation conference for unit members being evaluated
35 shall be completed by May 1 to discuss recommendations and concerns.

36
37 13.3.1.2 A formal conference shall be held prior to March 1 to discuss the
38 completed evaluation instrument for any unit member having received
39 cited deficiencies. ("Needs Improvement" rating on Teacher Evaluation
40 Instrument.) An Improvement Plan shall be outlined in the evaluation
41 summary. A copy shall be given to the unit member at the conference.
42 This copy and the original shall be signed by the evaluator and the unit
43 member. The signature of the unit member shall not indicate agreement;
44 it will only affirm that there has been an opportunity to read and discuss
45 the contents of the observation with the evaluator.

46
47 13.3.2 Unit member evaluations shall be kept only in evaluation files in the
48 principal's/ program manager's office and the District Personnel Office. These files
49 shall be open for inspection by the unit member and/or designated representative
50 having the unit member's written authorization. No material, as a result of this

Article, will be placed in any file without a copy being furnished to the unit member prior to inclusion in the file.

13.3.2.1 Nothing can be placed in any unit member's file without the unit member's signature. If the unit member refuses to sign, the Association will receive written notification and the document will be placed in the unit member's file.

13.3.2.2 Within ten (10) work days after the agreed upon response date, said material must be placed in the District evaluation file.

13.3.2.3 Any local site file shall not include anything not also contained in the District evaluation file, except those materials referred to in 13.3.2.2.

13.3.3 The District shall not base any action against a unit member upon materials which were not signed by the unit member at the time of the incident and placed in the unit member's file, except as specified in 13.3.2.1.

13.3.4 The person or persons who draft and/or place materials covered in this section in a unit member's evaluation files shall sign the materials and signify the date on which such material was drafted and/or signed and the date placed in the unit member's evaluation files. Nothing shall be placed in the unit member's evaluation files without the unit member having the opportunity to read, sign, date, and respond to such materials. Such opportunity shall take place during the unit member's work day. The unit member shall be released from all duties for an uninterrupted period of time agreed upon by the unit member and the site administrator.

13.3.5 Unit members' evaluation files shall be confidential. Governing Board members may request the review of a unit member's evaluation file at a duly constituted personnel session of the Governing Board. The unit member and the Association shall be notified of such request. The unit member has the right to be present.

13.3.5.1 The District will be responsible for limiting access to evaluation files by classified unit members to only those involved in typing or filing completed observations, evaluations, or conference summaries.

13.3.5.2 A unit member may give written permission allowing a member of management access to his/her evaluation file.

13.4 Improvement Plan

13.4.1 The evaluator shall take positive action to assist the unit member to correct cited deficiencies. Such action shall include an improvement plan. The Improvement Plan may be implemented any time after the first formal observation. The Improvement Plan shall consist of:

1. Areas where improvement is needed
2. Measurable objectives for improvement
3. Evaluator's role in assisting the teacher
4. Additional resources to be utilized to assist with improvements

5. Adequate release time for the unit member to avail himself/herself of other resources to improve in the areas in which deficiencies were cited
6. Means for measurement of improvement
7. Time schedule for monitoring improvement

13.4.1.1 Only those areas listed in the Improvement Plan will be commented on by any additional management observer assigned to assist the unit member. An additional observer's comments may be used in the formal evaluation only with the unit member's written permission prior to the formal evaluation.

13.4.1.2 The Improvement Plan shall provide a mutually agreed upon number of work days to allow the affected unit member a reasonable opportunity to improve. If no mutual agreement is achieved between the unit member and the evaluator within two (2) work days of the formal conference, the number of work days allowed for the Improvement Plan shall be twenty-five (25).

13.4.1.3 The implementation of an Improvement Plan is the joint responsibility of the designated evaluator and the unit member. If the evaluator's specific responsibilities under a Plan are not carried out within the required timelines, the Improvement Plan shall be null and void and the cited deficiency shall be eliminated from the evaluation form and the unit member shall receive a satisfactory evaluation. The unit member may be formally observed and evaluated the following year.

13.4.1.4 Upon completion of the Improvement Plan, a formal observation shall be conducted within 10 (ten) working days. The post observation conference shall be held within 5 (five) working days after the formal observation.

13.4.2 If subsequent improvement action eliminates the negative evaluation and/or the identified deficiencies, any material believed by a unit member to be negative or derogatory shall, upon request, be removed from the file and retained as noted in Section 13.4.2.1 after a period of two (2) years.

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

13.4.3 The unit member shall not be held accountable for any aspect of the educational program over which he/she has no authority to control or correct. The unit member shall be held accountable for any aspect of the educational program over which he/she has the authority to control or correct.

13.4.3.1 Unit members shall not be evaluated in their implementation of the curriculum unless District-selected instructional materials and adopted textbooks are provided by the District. These materials shall be

delivered to each school and distributed to the receiving unit member's work area.

13.4.4 A unit member shall be responsible for the Paraprofessional(s) with whom he/she works in accordance with the following:

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

13.4.4.2 The unit member shall be responsible for assigning the tasks and duties to the Paraprofessional and such tasks and duties shall be consistent with project guidelines and the job description for the Paraprofessional(s).

13.4.4.3 Paraprofessionals and other classified personnel shall not be used in a teaching capacity in place of a unit member. Paraprofessionals shall assist the unit member by reinforcing learning skills in small groups while in the presence and under the supervision of a unit member/administrator.

13.4.4.4 Unit members shall have the right to recommend to the principal, via a written request, that a paraprofessional be removed from their classroom. The request shall contain a written explanation of the reason or reasons for transfer request. Such reasons may include persistent disagreement regarding classroom methods, unsuitability of the paraprofessional's skills for particular programs, differences regarding standards of student behavior, and/or interference with unit member's performance. Reasons for the request under this Agreement need not include questions of competency or other grounds for dismissal proceedings. The request shall be acted upon within ten (10) work days.

ARTICLE XIV
TRANSFER, ASSIGNMENT AND REASSIGNMENT

Overview of Article

Sequence of Transfer (14.1)

Definitions (14.2)

Transfer (14.2.1)

Involuntary Excess (14.2.1.1)

Voluntary Excess (14.2.1.2)

Voluntary Transfer (14.2.1.3)

Date of Excess (14.2.2)

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General Categories of Transfer (14.3)

Involuntary Excess (14.3.1)

Procedures for Declaring Unit Members Excess (14.3.1.2)

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Rights of Involuntary Excess (14.3.1.4)

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Unit Members Declared Excess For Whom There Are No Open Positions (14.3.1.6)

Compensation for Unit Members Involuntarily Excessed (14.3.1.7)

Voluntary Excess (14.3.2)

Implementation of Voluntary Excess (14.3.2.1)

Notification of Date of Excess (14.3.2.1.1)

Notification of Assignment (14.3.2.1.2)

Date of Excess (14.3.2.1.3)

Date of Vacancy (14.3.2.1.4)

Placement Process of Voluntary Excess (14.3.2.2)

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Returning from Shared Contract Status (14.3.3)

Personnel Returning from Leave (14.3.4)

Returnees from Management (14.3.5)

Requesting Voluntary Transfer (14.3.6)

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Newly Created Positions (14.4)

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Administrator-Initiated Transfer for Reasons of Crisis (14.5.1)

Unit Member Reassignment (14.6)

Unit Member Assignment (14.7)

ARTICLE XIV TRANSFER, ASSIGNMENT AND REASSIGNMENT

14.1 Sequence of Transfer

Unit members shall come under the provisions of this section and shall be offered placement in the following order (1 - 6), see 14.3 – 14.3.6.2 before hiring outside the District. This sequence shall apply to all openings which occur throughout the year. All provisions of this article shall comply with Education Code 35036.

1. Involuntary Excess List
Sections 14.3.1 - 14.3.1.6.1
2. Voluntary Excess List
Sections 14.3.2 - 14.3.2.2
3. Shared Contract Status
Section 14.3.3 - 14.3.3.2
4. Personnel Returning from Leave
Section 14.3.4
5. Returnees from Management
Section 14.3.5
6. Voluntary Transfer
Sections 14.3.6 - 14.3.6.2

14.2 Definitions

14.2.1 Transfer

A Transfer is a change from one school site to another and/ or into/out of a Special Unit. The general categories of Transfer are: Involuntary Excess, Voluntary Excess, Voluntary Transfer, and Administrator Initiated Transfer.

14.2.1.1 Involuntary Excess

Involuntary Excess takes place when a unit member is involuntarily transferred from the unit member's site due to declining enrollment, reduction of services, or changes in credential requirements mandated by law.

Unit members affected by school consolidations/closures shall be considered Involuntary Excessed and subject to the process and procedures in Section 14.3.1, and shall have the same rights and follow the same procedures for placement as Involuntary Excess group.

Unit members choosing to leave a Site due to charter school/conversions shall be considered Involuntary Excessed, and shall have the same rights and follow the same procedures for placement as Involuntary Excess group.

1
2 14.2.1.2 Voluntary Excess
3

4 Voluntary Excess takes place when a unit member requests to be placed on
5 the Voluntary Excess List and transfers out from a unit member's site, or
6 when a unit member volunteers to take the place of the Involuntary Excessed
7 unit member as provided in section 14.3.1.3.4. Voluntary Excess takes place
8 during the excess period, which is the period March 1st up to the first
9 Thursday after May 1st. Voluntary excess guarantees the unit member (K-8) a
10 transfer out of his/her present position or the right to take the place of the
11 Involuntary Excessed unit member, as applicable.
12

13 14.2.1.3 Voluntary Transfer
14

15 Voluntary Transfer is when a unit member requests to be transferred to an
16 open position, or in or out of a Special Unit. This transfer is not guaranteed.
17

18 14.2.2 Date of Excess
19

20 14.2.2.1 District's written notification of excess: March 15th, of each school year,
21 shall be the deadline for the District to notify unit members who are
22 being Involuntary Excessed.
23

24 14.2.2.2 March 15th is the deadline for unit members to notify Human Resources
25 of their intent to be placed on the Voluntary Excess List.
26

27 14.2.3 Effective Date of Transfer
28

29 The effective date of transfer is two (2) work days prior to the start of a new
30 assignment, unless such work days shall fall in a different instructional year, in
31 which case the effective date of transfer shall be the first mandatory work day of the
32 new instructional year.
33

34 14.2.4 District Seniority
35

36 District Seniority shall be based on Ed. Code Sections 44844 through 44848. Present
37 unit members with identical starting dates have their positions determined using the
38 CTA Election Alphabet for the current school year.
39

40 14.2.5 Open Continuing Position
41

42 An open continuing position is a currently-filled unit position that has been or will be
43 vacated.
44

45 14.2.6 Newly Created Position
46

47 14.2.6.1 A newly created position is a certificated, non-administrative position
48 which: (i) in the previous year, did not exist at a school or at the District
49 level, and (ii) a position resulting from a change in a job description.
50 Notwithstanding the above, changes in a resource job description may be

considered as creating a new position if it can be demonstrated that major task differences exist between the original position and the newly created position.

14.2.6.2 Any position created by an increase in enrollment which causes employment of an additional teacher.

14.2.7 Special Unit

A Special Unit is a group of unit members in a specialized category who require special credentialing. Membership in a Special Unit does not define location of a unit member's position. Special Units and their members shall be defined annually by the Administration with the concurrence of the Association.

It is agreed by both parties that the followings special units from the 1993 MOU (copy attached) are: Speech Therapists, Psychologists, Counselors, Librarians, Nurses, and Special Education.

14.2.8 Reassignment

14.2.8.1 Reassignment at the elementary site is any change of assignment within the same elementary site.

14.2.8.2 Reassignment at the middle school is the change of grade level or subject matter assignment within the same middle school site.

14.2.9 Placement Date

The District shall meet with each unit member on the Involuntary/Voluntary Excess Lists on the first Thursday following May 1st to select their new placement. The first Thursday following May 1 shall be the Placement Date.

14.3 General Categories of Transfer

14.3.1 Involuntary Excess

Unit members shall be declared excess only on the basis of declining enrollment, reduction of services or changes in credential requirements mandated by law.

14.3.1.1 When it is necessary to excess a unit member District Seniority list shall be used. This list shall be posted at each District site annually by February 1, and amended throughout the school year as needed.

14.3.1.2 Procedures for Declaring Unit Members Excess. The date to notify unit members of the deadline for both Voluntary and Involuntary Excesses based on projected loading for August/September for each school year shall be March 1st.

14.3.1.3 Implementation of Involuntary Excess

1
2
3 14.3.1.3.1 Notification of Date of Excess. No Later than March
4 1st of each year, Human Resources shall notify unit
5 members of the March 15th deadline for both
6 Voluntary and Involuntary Excess.
7

8
9 14.3.1.3.2 Notification of Assignment. By March 8th, of each
10 year, all unit members shall receive written
11 notification of their assignment for the next school
12 year.
13

14
15 14.3.1.3.3 Date of Excess. March 15th, of each school year, shall
16 be the date of excess and the deadline for the District
17 to give written notification to unit members who are
18 being Involuntary Excessed. (March 15th is also the
19 deadline for unit members to given written
20 notification to Human Resources of the intent to be
21 placed on the Voluntary Excess List.)
22

23 14.3.1.3.4 The immediate supervisor at each District site,
24 department or of each Special Unit shall notify those
25 unit members identified by the District as excess.
26 Notifications shall include the date of such
27 identification and a copy shall be sent to Human
28 Resources. The immediate supervisor shall, on the
29 same day, notify in writing the other unit members of
30 the excess and ask for volunteers to take the place of
31 the excessed employee(s). (The order of excessing, in
32 such a case, would remain unchanged.) A unit
33 member may volunteer within five (5) work days to
34 take the place of the Involuntary Excessed unit
35 member and shall have the same rights and privileges
36 and be subject to the same processes and procedures
37 as Involuntary Excessed unit members.
38

39
40 14.3.1.4 Rights of Involuntary Excess
41
42

43 14.3.1.4.1 Unit members who have been Involuntarily Excessed shall
44 not again be declared excess for three (3) years from the date
45 of excess, and shall have the right to exercise one of the
46 following three options:
47

48 A. The unit member shall have first right to an open
49 continuing position at his/her original school or unit;
50

1 B. Within one (1) year of the date of excess, the unit
2 member shall have first right to any open continuing
3 position for which he/she is credentially qualified,
4 provided that no other transferred employee is entitled
5 to the option above;

6
7 C. In the event of the restoration of services, unit
8 members excessed from the program have priority to
9 return to that program within twenty-four (24) months
10 of the date of excess.
11

12 If a unit member exercises any of the above options, three
13 (3) years of immunity shall be provided as defined above.
14 Human Resources shall maintain a record of the use of
15 options selected by Involuntarily Excessed. If two (2) or
16 more Involuntarily Excessed unit members choose the
17 same position and have the same seniority dates, the
18 District shall use the CTA Election Alphabet for the
19 current school year, as a tie breaking criteria. The unit
20 member with the greatest seniority shall be offered the
21 position.
22

23 14.3.1.5 Placement Process of Involuntary Excess.

24

25 14.3.1.5.1 The District shall provide the list of all open continuing
26 positions to all unit members on the Involuntary Excess List
27 by May 1st.
28

29 14.3.1.5.2 The Involuntary Excess Placement Date shall take place on
30 the first Thursday following May 1st. The District shall meet
31 with each unit member on the Involuntary Excess List
32 according to District seniority.
33

34 In the event a unit member is unable to meet in person with
35 the District on the Involuntary Excess Placement Date, the
36 unit member may select her/his placement by telephone
37 conference or proxy on that date.
38

39 14.3.1.5.3 The unit member with the most District Seniority shall have
40 first right of placement selection for the following school
41 year.
42

43 Based in order of District Seniority, each unit member will
44 select their placement position for the following school
45 year. This process will be repeated until all Involuntary
46 Excess unit members have been placed for the following
47 year.
48

49 14.3.1.6 Unit Members Declared Excess For Whom There Are No Open
50 Positions: If no position (other than daily substitute positions) is

1 available at the Placement Date, the Involuntary Excessed unit member
2 may elect to continue working at his/her present location in an
3 instructional capacity (resource teacher, class-size reduction, etc.) until a
4 position becomes available. This arrangement, however, shall be limited
5 to thirty (30) business days, after which time a substitute position shall be
6 permissible until a regular position is available.
7

8 14.3.1.7 Compensation for Unit Members Involuntarily Excessed 9

10 14.3.1.7.1 Unit Members excessed from one school site to another, or
11 who are Involuntary Excessed or reassigned into or out of a
12 Special Unit or a different District site, shall receive a \$400
13 relocation voucher, expendable for instructional materials or
14 the equivalent amount reimbursed to the unit member for the
15 purchase of instructional materials. Authority to spend these
16 monies shall be authorized within five (5) calendar days of
17 notification of a change in status. The District shall provide
18 packing materials, transportation and manpower to move
19 classroom materials to the new school site. When the transfer
20 occurs during the school year, there shall be three (3) work
21 days for the unit member to accomplish the transfer following
22 the effective date plus the \$400 voucher or the equivalent
23 amount reimbursed to the unit member for the purchase of
24 instructional materials.
25

26 14.3.2 Voluntary Excess 27

28
29 Voluntary excess guarantees the unit member (K-8) a transfer out of his/her present
30 position if he/she does not have a current Improvement Plan. Subject to the District's
31 right to reduce or eliminate services or positions, the position of a unit member
32 requesting voluntary excess shall become an open continuing position vacancy as of
33 April 1, and the unit member shall be placed on the District Excess List, in order of
34 District Seniority. Voluntary Excess requests for August/September of the following
35 year shall be submitted by March 15 of each school year. The unit member shall
36 notify Human Resources in writing that he/she is requesting to be Voluntarily
37 Excessed. The unit member may withdraw his/her Voluntary Excess by written
38 notice delivered to Human Resources no later than March 31. Thereafter the unit
39 member's Voluntary Excess election shall become irrevocable.
40

41 14.3.2.1 Implementation of Voluntary Excess 42

43 14.3.2.1.1 Notification of Date of Excess . No later than March
44 1st, of each year, Human Resources shall notify unit
45 members of the March 15th deadline for both
46 Voluntary and Involuntary Excesses.
47

48 14.3.2.1.2 Notification of Assignment. By March 8th, of each
49 year, all unit members shall receive written

notification of their assignment for the next school year.

14.3.2.1.3 Date of Excess. March 15th, of each school year, shall be the deadline for unit members to give written notice to Human Resources of the intent to be placed on the Voluntary Excess List. March 15th is also the deadline for the District to notify unit members who are being involuntary excessed.

14.3.2.1.4 Date of Vacancy. On April 1st, the position of a unit member requesting Voluntary Excess shall become an open continuing position.

14.3.2.2 Placement Process of Voluntary Excess

14.3.2.2.1 The District shall provide the list of all open continuing positions to all unit members on the Voluntary Excess List by May 1st.

14.3.2.2.2 On the first Thursday following May 1st (Excess Placement Date) and after the District has met with and placed the Involuntarily Excessed unit members, the District shall meet with each unit member on the Voluntary Excess List according to District Seniority.

In the event a unit member is unable to meet in person with the District on the Excess Placement Date, they may select their placement by telephone conference or proxy on the Placement Date.

14.3.2.2.3 The unit member with the most District Seniority shall have first right of placement selection for the following school year.

Based in order of District Seniority, each unit member will select their placement position for the following school year. This process will be repeated until all Voluntary Excess unit members have been placed for the following year.

14.3.2.2.4 The District shall use the CTA Election Alphabet for the current school year to break a tie between unit members.

14.3.2.3 Rights of Voluntary Excess Unit Members

After Involuntary Excessed unit members have been placed, Voluntarily Excessed unit members shall be placed according to District Seniority and shall have first right to open continuing positions subject to the

requirements of Education Code 35036. Voluntary Excess unit members who accept placement in an open continuing position shall not be declared excess for three (3) years. The District shall provide transportation and manpower necessary to move classroom materials to the new location. When the transfer occurs during the school year, there shall be two (2) workdays for the unit member to accomplish the transfer following the effective date.

14.3.3 Returning from Shared Contract Status

14.3.3.1 A unit member on part-time leave working on a shared contract may, at his/her request, return to full time employment upon expiration of his/her leave.

14.3.3.2 Unit members returning from part-time leave on shared contract to full-time employment shall be placed after unit members on Voluntary Excess List. District Seniority shall determine the offer of placement after unit members returning from part time leave on shared contract.

14.3.4 Personnel Returning from Leave

Unit members returning from leave shall be placed after unit members returning from part time leave on shared contract. District Seniority shall determine the offer of placement to unit members returning from leave.

14.3.5 Returnees from Management

Returnees from management shall be placed after the unit members returning from leave. District Seniority shall determine the offer of placement to unit members returning from management.

14.3.6 Requesting Voluntary Transfer

Procedures for unit members desiring Voluntary Transfer: Transfer requests may be submitted to Human Resources at any time upon the posting of a certificated staff position. A separate request must be made for each posting, except for unit members volunteering to the District excess list. The unit member shall notify in writing Human Resources that he/she is requesting a transfer.

Unit member applicants with the required qualifications for certificated job openings shall be guaranteed an interview for openings which occur between October 1 and April 15. Between October 1 and April 15, a voluntary transfer applicant who does not have a current Improvement Plan, shall be given priority over outside applicants if there are at least three (3) inside K - 8 applicants for the position.

The school losing a unit member through this voluntary transfer procedure will not be subject to this section. Unit member applicants who are not accepted shall be informed of the reasons in writing, if so requested. Interested unit members shall notify Human Resources in writing in order to be placed on a mailing list for

notification of Certificated job openings between June 1 and September 1, annually. Mailings shall be sent on the same day as positions are posted.

14.3.6.1 The District agrees to see that:

- A. A current list of available certificated positions within the District is posted in each school within five (5) work days of determination of vacancy.
- B. All openings shall be posted at each individual school site, and the District Office. Postings for classroom positions shall include location and grade level.
- C. All vacant positions shall be identified as open continuing positions or as newly created positions. (See 14.2.5 and 14.2.6.)
- D. The positions(s) shall include:
 - job descriptions
 - requirements
 - interviewing process
 - closing date
- E. The District's Voluntary Transfer form must be submitted to Human Resources. When a unit member is not selected following an interview for a position, he/she shall be notified in writing within ten (10) business days of the decision.
- F. All positions shall be posted for eight (8) work days before being filled.

14.3.6.2 Voluntary Transfer for Exchange of Position

Nothing in this section shall prevent unit members from mutually agreeing to exchange positions with approval of the immediate supervisors. Reasons for denial shall be given to the unit member(s), if requested. These reasons shall be in writing, if requested.

14.4 Filling of Newly Created Positions

Newly created positions are to be open for application from all unit members in the District. Neither excess nor any other category of unit member shall receive preference for placement in newly created positions, as defined in Section 14.2.6.

14.5 Administrator-Initiated Transfer

14.5.1 Administrator-Initiated Transfer for Reasons of Crisis

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

1 14.5.1.1 Administrator-Initiated transfer for those extraordinary situations which
2 give rise to crisis within the District shall meet the following conditions:

3
4 A. Such transfers shall be demonstrated to be in the best interest of the
5 District and/or unit member.

6
7 B. Administrator-Initiated transfers shall occur within ten (10) working
8 days, of the event(s) which gave rise to the crisis.

9
10 C. Unit members to be transferred shall be given the reason(s) for the
11 transfer in writing at the time of the transfer.

12
13 D. Reason(s) for Administrator-Initiated transfer shall include but not be
14 limited to:

- 15
16 — moral turpitude
17 — physical illness
18 — mental illness
19 — physical safety of the unit member
20 — alcoholism/drug abuse

21
22 E. Such transfers shall not be punitive, disciplinary, or capricious, or for
23 reasons of Professional Evaluation. (See Article 13.)

24
25 14.5.2 Unit members administratively transferred shall not be transferred for three (3) years
26 from the date of the Administrator-Initiated Transfer and shall have all rights under
27 Section 14.3.1.7.

28
29 14.5.2.1 Immediately upon Superintendent's decision to administratively transfer a
30 unit member, the District shall notify the Association of its decision and
31 the reasons supporting it.

32
33 14.5.2.2 Administrative transfers are grievable.

34
35 14.6 Unit Member Reassignment

36
37 14.6.1 A unit member shall be given ten (10) working days notice of reassignment. If an
38 involuntary reassignment is made after the school year has begun, the District shall
39 provide one of the following:

40
41
42 14.6.1.1 \$250 voucher for instructional material, or the equivalent amount
43 reimbursed to the unit member for the purchase of instructional
44 materials; or

45
46 14.6.1.2 Three (3) days release time (The administrator shall arrange for
47 release time at the time of the change); or
48

- 14.6.1.3 \$120 voucher for instructional materials, or the equivalent amount reimbursed to the unit member for the purchase of instructional materials, and one (1) day release time.
- 14.6.2 At the written request of the unit member, the District shall provide the reason for reassignment in writing within ten (10) working days.
- 14.6.3 Unless a unit member requests a change in assignment, he/she shall not be subject to reassignment more often than once in three (3) consecutive school years. Assignments from a combo class back to the original assignment shall not be considered a reassignment.
- 14.6.4 Any unit member who is Voluntary Transferred, Involuntary Excessed or reassigned during the school year, shall be provided with boxes, packing equipment, assistance and transportation.
- 14.6.5 Elementary school site administrator shall discuss the assignment of regular education combination classes with certificated staff before making such assignments. Elementary school site administrator will seek volunteers to teach combination classes before making decision to assigned unit members to teach combination classes.
- Unless the needs of the District and students call for it, probationary unit members will generally not be assigned to teach elementary school combination classes. An elementary school unit member assigned to teach a combination classes pursuant to this subsection who requests a change in assignment to a single grade shall be reassigned to a single grade in the following school year if at all possible. This does not apply to Special Education classes containing students from more than one grade level or age level.
- 14.6.6 Unit members in a Special Unit and Itinerant Teachers shall be compensated according to 14.6.1.1 when transferred from one school site/building to another, or have a schedule change.
- 14.7 Unit Member Assignment
- 14.7.1 All unit members shall receive written notification of their assignment for next school year by March 8th.
- 14.7.1.1. A unit member shall not be reassigned more than one (1) time per three consecutive school years, except when extraordinary circumstances prevail or with the agreement of the unit member. Reasons for reassignment shall be given in writing.
- 14.7.1.2. No unit member shall be moved more than 1 (one) grade level per year except by the unit member's request.

1 14.7.2 A bilingual unit member shall be assigned to a bilingual classroom where the
2 primary language instruction required corresponds with the unit member's language
3 proficiency, unless otherwise requested by the unit member.
4
5

**ARTICLE XV
LEAVES**

15.1 General

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

15.1.2 Accumulated Sick Leave

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

15.1.2.1 Personal Necessity Leave

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

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

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

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

15.1.2.2 Personal Business Days

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

15.1.3 Applications for Leaves

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

1
2 15.1.4 Extension
3

4 Requests for extension of leaves beyond the original specified time shall follow procedures
5 for requesting the original leave. If approved, this extension shall be for one (1) year for
6 personal leave, except the Board may grant additional years for extenuating circumstances.
7

8 15.1.5 Return from Leave
9

10 Any employee who is on leave for six (6) months or less between October 1st and
11 May 1st of a school year shall have the right to the same school site or special unit.
12 Under extraordinary circumstances exceptions may be granted by the Assistant
13 Superintendent of Human Resources.
14

15 15.1.6 Fringe Benefits
16

17 During an authorized leave, when not under salary, the employee shall have the right
18 to pay any or all of his/her fringe benefit premiums.
19

20 15.2 Health Related Leave
21

22 15.2.1 Illness
23

24 15.2.1.1 Days of accumulated sick leave shall be available to the employee
25 for use when absent due to illness, accident or quarantine.
26

27 15.2.1.2 Extended Illness
28

29 If an employee has used all accumulated sick leave and is still
30 absent from duties on account of illness or accident for a period
31 of one hundred ten (110) school days or less, then the amount of
32 salary deducted in any month shall not exceed the cost of a
33 substitute or the amount equal to the cost of a substitute if none is
34 used. The one hundred ten (110) days or less period during which
35 the above deductions occur shall not begin until all other paid
36 leave provisions have been exhausted. Employees returning from
37 extended illness must furnish a physician's statement and submit a
38 medical release upon return to work.
39

40 15.2.1.3 Industrial Accident and Illness Leave
41

42 Section 44984 of the Education Code is implemented as follows:
43

- 44 a. Allowable leave shall be for up to sixty (60) days during
45 which the schools of the District are required to be in session
46 or when the employees would otherwise have been
47 performing work for the District in any one fiscal year for the
48 same accident;
49

- b. The total of the employee's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary;
- 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, fiancé(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

1 Employees shall be entitled to leave without loss of pay to appear in court as a
2 witness, other than as a litigant, or to respond to an official order from duly
3 authorized government agencies, or to serve as a juror.
4

5 15.5 Educational Improvement and Leave Without Pay

6 15.5.1 In-service

7
8
9 Leave to attend educational meetings and conventions and to do other school
10 business may be granted without loss of pay or accumulated sick leave. Approval
11 shall be based on the following criteria: benefit to District, structure of conference,
12 number attending from the District, and the funds available from appropriate program
13 budget. Attendance at approved conference shall be deemed being on the job.
14

15 15.5.2 Sabbatical Leave

16
17 The District shall grant any employee a Sabbatical Leave of Absence for one year for
18 the purpose of permitting study or travel which will benefit the District. An
19 employee is eligible to apply for Sabbatical Leave after he/she has served the District
20 for seven (7) consecutive full-time years. Not more than one (1) such Sabbatical
21 Leave of Absence shall be granted per employee in each seven year period.
22

23 15.5.2.1 The equivalent of two (2) Sabbatical Leaves shall be available yearly.
24 The granting of these leaves shall be based on the value of the proposal.
25

26 15.5.2.2 The rate of pay for Sabbatical Leave shall be one-half (1/2) the
27 employee's regular salary. The employee shall agree to serve the District
28 for at least two (2) more years. The employee shall furnish a suitable
29 bond indemnifying the District against loss in the event that the employee
30 fails to render at least two (2) more years of service following the
31 Sabbatical Leave. Fringe benefits and retirement premiums shall be
32 prorated.
33

34 15.5.2.3 Sabbatical Leave proposals shall include the following:
35

- 36 - Purpose of leave
- 37 - Value to the employee
- 38 - Value to the students or District
- 39 - Estimated date of final report
40

41 A full report shall be presented to the District upon conclusion of the
42 Sabbatical Leave. Periodic reports may also be submitted by employees
43 on Sabbatical Leave to an appointed program manager. Any changes in
44 the originally approved program shall be submitted in writing to the
45 Assistant Superintendent of Personnel Human Resources for approval.
46

47 15.5.2.4 Sabbatical applications shall be submitted prior to April 1 of each year.
48 Prior to June 1 of each year, the Governing Board shall act upon each
49 Sabbatical application. In extraordinary circumstances, the
50 Superintendent may extend the deadline dates.

1
2 15.5.3 Leave Without Pay
3

4 The Governing Board shall grant one (1) year leaves of absence, without pay, to any
5 employee who has rendered service to the District for one (1) or more years (other
6 than probationary or temporary contract employees) provided the employee
7 demonstrates an intention to return to the District. The Board may grant extensions
8 of leaves of absence. (Refer to 15.1.4.) Employees must submit to the District a
9 leave of absence request form prior to June 30 of any school year to be considered for
10 a leave of absence without pay for the succeeding school year. Requests for a leave
11 of absence without pay may be denied by the District for operational reasons.
12

13 15.6 There shall be a procedure governing the granting of part-time leave arrangements. Any
14 changes in the procedure shall be made with the assistance of the Association.
15

16 15.7 Shared Contract Status
17

18 Employees may be granted shared contract status. With the supervisor's approval and mutual
19 agreement of employees, a shared contract shall continue without reapplication from year to
20 year. Terms of the contract shall be by mutual agreement between the employees involved.
21

ARTICLE XVI
SALARY

16.1 Salary Increases

For the 2017-2018 school year:

Effective July 1, 2017, AREA unit members shall receive a 4.0% (four percent) increase to the schedule and career increments governing the salaries of AREA unit members.

16.2 Classification of Professional Preparation

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

16.2.2 Unit Conversion

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

16.2.3 Unit Approval

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

- A. any course which will increase the educational competence of any employee, in a subject area offered in the District;
- B. any course taken by an employee in preparation for a credential or degree for a position which is included in the staff of the District;

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

16.2.4 Unit Placement on Salary Schedule

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

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

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

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

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

16.3 Classification of Professional Experience

16.3.1 Initial Step Placement and Transfer

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

16.3.2 Step Requirements

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

16.3.3 Career Increments

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

Effective July 1, 2017, the base for the increment at Year 15 shall be \$2,705, Year 20 shall be \$3,789, and Year 25 shall be \$3,789.

16.3.4 Higher Degree Stipend

Unit members who hold a Masters Degree or a National Board for Professional Teaching Standards Certificate (NBPTSC) shall receive an annual total stipend of One Thousand Dollars (\$1,000.00); If the unit member has a Doctorate Degree then the unit member shall receive an annual total combined stipend of Two Thousand Dollars (\$2,000.00). No unit member may earn more than one NBPTSC stipend/higher degree stipend each year for a graduate higher degree/doctorate degree or NBPTSC. Graduate and doctorate degrees must be verified by submitting an official transcript from a college or university accredited by an accrediting agency recognized by the U.S. Department of Education's Office of Post-Secondary Education as qualified to accredit colleges and universities in the degree subject conferred. The last day for filing transcripts and the NBPTSC is on or before the close of business on the last workday in August. Unit members who file transcripts/NBPTSC after this date will begin receiving their stipend beginning the following school year. Retroactive payments for the 2014-2015 school year shall be paid by the District no later than November 10, 2015, provided all supporting documentation is submitted to the District no later than October 10, 2015.

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

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

16.6 The hourly rate of pay is forty (\$43.37) for specified meetings or activities. Optional inservice may be offered without compensation or at a fixed stipend.

Effective July 1, 2017, the hourly rate of pay shall increase by 4% to forty-three dollars and thirty-seven cents (\$43.37) for specified meetings or activities. Optional in-service may be offered without compensation or at a fixed stipend.

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

16.8 Salary Schedule (See attached.)

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

1
2 16.8.2 The annual salary for a Speech Therapist and Psychologist's work year shall be as
3 provided in Appendix A.
4

5 16.9 Payroll/Compensation Error Resolution
6

7 AREA and the district recognize that any amount underpaid by the district to an employee
8 must be recovered by the employee, pursuant to law. This applies to all salary or other
9 monetary issues.
10

11 When the district has underpaid an employee, the district shall immediately set about to
12 determine the correct amount to make the employee whole. The district shall make every
13 effort to complete this determination within ten (10) business days. The district shall then
14 make every effort to pay the appropriate amount within ten (10) business days from the date
15 of the determination.
16

17 Whenever the underpaying of an employee of any other accounting error occurs which
18 directly results in negative financial repercussions for the employee, the district agrees to pay
19 those costs upon presentation by the employee to the district of appropriate evidence.
20 Examples of "negative financial repercussions for the employee" include: late fees or interest
21 assessed by creditors, overdraft or dishonored check charges.
22

23 Such evidence must be provided to the district within 60 days of the error. The district shall
24 make every effort to issue payments to the employee within ten (10) business days from the
25 date appropriate evidence is provided.
26

ARTICLE XVII
UNIT MEMBER BENEFITS

17.1 Medical and Dental Insurance

17.1.1 Effective in the 2017-2018 school year:

For any district offered insurance plan in which a unit member is enrolled, the District agrees to pay eighty-five percent (85%) ongoing of the school year's total current premiums for the plan(s) and one hundred percent (100%) vision base coverage in which the unit member participates.

17.1.1.1 Any unit member 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 agreement or its implementation. The District shall have the exclusive right to decide and determine whether any such claims or suits referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried or appealed.

17.1.2 Every unit member shall be considered a primary subscriber.

17.1.3 Fringe benefits for unit members working less than 70% of the work day shall be pro-rated.

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

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

17.2 Unit members shall not be charged a fee for processing authorized payroll deductions.

17.3 Property Damage

17.3.1 The District shall reimburse unit members for damage or destruction of clothing or personal property suffered while performing services for the District or while on District business. A fund shall be established in the amount of \$5,000.00 annually to cover such damage or destruction. Payments shall be made by June 30, annually. If the funds are insufficient to cover the claims, payment shall be made on a pro-rata basis.

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

**ARTICLE XVIII
EMPLOYEE TRAVEL**

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

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

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

ARTICLE XIX
SAVINGS AND MISCELLANEOUS

- 19.1 If any provision of this Agreement or any application thereof to any employee is held by the highest court of the State or by a federal court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 19.2 Should a provision or application be deemed invalid as described in 19.1 above, the District shall reinstitute any benefit reduced or eliminated to the extent allowable by law. Moreover, the parties shall meet not later than ten (10) work days after such court decision to renegotiate the provision, or provisions affected.
- 19.3 All employees who participate in the production of tapes, CDs, publications, or other produced educational material not considered public domain under federal contract shall retain residual rights should they be copyrighted or sold by the District. At present, all District schools have some federal funding, therefore, all materials produced are part of public domain unless previously copyrighted. Should the District produce for sale any materials considered public domain, the employees who participated in the production shall retain residual rights in the sale of such materials.

ARTICLE XX
EXTENDED YEAR PROGRAM

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

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

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

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

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

20.3 Extended Year Salaries

20.3.1 The salary for the Extended Year Program is forty (\$40.00) per hour for required instructional time. In addition, there shall be fifteen (15) minutes paid preparation time spent on campus for each hour of instructional time. Twenty-five percent (25%) of this preparation time may be used for other supervisory duties.

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

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

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

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

20.6 By the 5th day of instruction, class size for the Extended Year Program shall not exceed legal maximums for each Special Education Program. The class size shall not exceed what is the established maximum stated in Article X.

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

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

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

**ARTICLE XXI
SUMMER SCHOOL**

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

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

April 20th, annually - Applications for specific programs made by employees to the District.
May 14th, annually - Notification of employees selected dependent on enrollment.

21.3 Summer School Salaries

21.3.1 The salary for the Summer School Program is forty (\$40.00) per hour for the required instructional time. In addition, there shall be fifteen (15) minutes paid preparation time for each hour of instructional time. Twenty-five percent (25%) of this preparation time may be used for other supervisory duties.

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

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

21.5 Summer School Leave

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

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

21.6 Summer School Class Size

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

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

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

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

- Name of employee
- Dates worked

ARTICLE XXII
DISCIPLINARY PROCEDURES/DISMISSAL

- 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, or as required by law.
- 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, as required by law.
- 22.3 Permanent/Probationary employees shall not be dismissed, except under provisions of the Education Code.

ARTICLE XXIII
PEER ASSISTANCE AND REVIEW

Peer Assistance and Review is suspended for the 2013-2014 school year.

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.

- 1 23.2.2.10 Preparing written guidelines for Consulting Teachers and their activities.
2 This includes establishing an application procedure and developing
3 program forms. These shall not include forms that relate to the
4 evaluation instrument.
5
- 6 23.2.2.11 Reviewing documentation submitted by the Consulting Teachers.
7
- 8 23.2.2.12 Resolving issues and problems that may arise between a Consulting
9 Teacher and the Participating Teacher.
10
- 11 23.2.2.13 Make recommendations to the Board regarding Referred Participating
12 Teachers which shall include, but not be limited to, identifying Referred
13 Participating Teachers who, after sustained assistance, are unable to
14 demonstrate satisfactory improvement based on the PAR Action Plan
15 developed by the Consulting Teacher and the Referred Participating
16 Teacher.
17
- 18 23.2.2.14 Other incidental duties deemed necessary by the Joint Committee needed
19 to carry out the functions as identified above.
20
- 21 23.2.2.15 Timelines will be consistent with the Collective Bargaining Agreement.
22
- 23 23.2.2.16 Records of the PAR Program as it relates to participating individuals shall
24 remain confidential. Article 13.3.6 shall apply to all such PAR materials.
25
- 26 23.3 Consulting Teachers
27
- 28 23.3.1 Consulting teachers shall have the following minimum qualifications:
29
- 30 23.3.1.1.1 Be a permanent, credentialed teacher of the District with at least five (5)
31 years of experience.
32
- 33 23.3.1.1.2 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

- 1 23.3.3.1 A notice of vacancy will be posted at all sites and in the District Office
2 and sent to the AREA president.
3
- 4 23.3.3.2 District teachers may apply for a Consulting Teacher position by way of
5 written application on the PAR Consulting Teacher application form.
6
- 7 23.3.3.3 Applicants shall submit at least three references from individuals who
8 have direct knowledge of the applicant's ability and qualifications.
9
- 10 23.3.3.4 Consulting Teachers shall be selected by a 4/5 vote of the PAR Joint
11 Committee after the members of the Joint Committee have conducted a
12 classroom observation of all final candidates.
13
- 14 23.3.3.5 Joint Committee members shall not observe applicants from their own
15 site for the purpose of selection.
16
- 17 23.3.3.6 A goal of the Joint Committee shall be to balance the selection of
18 Consulting Teachers among the grade levels and disciplines in the
19 District.
20
- 21 23.3.4 Consulting Teachers shall receive release time for needed classroom observations
22 and training. Consulting Teachers shall receive a stipend of \$3000 and \$40.00 per
23 hour for work outside the work day.
24
- 25 23.3.5 Consulting Teachers will be trained to offer peer assistance and to understand the
26 specific functions of the PAR Program as outlined in this Article. The Joint
27 Committee will monitor and evaluate the effectiveness of the Consulting Teachers
28 and make decisions regarding their continuation in the Program. The PAR Joint
29 Committee may remove a Consulting Teacher from the position at any time because
30 of the specific needs of the PAR Program, inadequate performance of the Consulting
31 Teacher or for other reasons that serve the PAR program's best interest. Prior to the
32 effective date of such removal, the PAR Panel, upon request, will provide the
33 Consulting Teacher with a written statement of the reasons for the removal, and, at
34 the request of the Consulting Teacher, will meet with him/her to discuss the reasons.
35 Only positive comments shall be made on the observation and evaluation instrument
36 of the Consulting Teacher regarding participation in the PAR program.
37
- 38 23.3.6 The District agrees to indemnify and hold harmless members of the PAR Panel and
39 Consulting Teachers from any liability arising out of their participation in the PAR
40 Program as provided in Education Code section 44503, subdivision (c) and
41 Government Code section 820.2.
42
- 43 23.3.7 Participating Teachers in the Program
44
- 45 23.3.7.1 Teachers may participate in the PAR Program in one of two ways: By
46 receiving an unsatisfactory on the summary evaluation instrument in the
47 areas of subject matter knowledge and/or teaching strategies, or by
48 voluntary self-referral by the teacher. All teachers referred to the program
49 involuntarily must participate in the Program and shall not be eligible for
50 voluntary transfer to another school while they remain in the Program.
51

23.3.7.2 This agreement does not expand or diminish the unit member's ability to grieve a contract violation.

23.3.8 Voluntary Teacher Participants

23.3.8.1 A permanent unit member who seeks to improve his/her teaching performance may request the PAR Committee to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Voluntary Teacher may terminate his/her participation in the Par Program at any time without a requirement to give a reason for said request. The Voluntary Teacher shall indicate area(s) he/she seeks assistance in his/her request.

23.3.8.2 Unless requested by the voluntary teacher, information obtained by the Consulting Teacher while working with the Voluntary Teacher cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.

23.3.8.3 Permanent teachers who volunteer to participate in the Program shall not, because of participation in this Program, have any documents placed in their personnel files unless specifically requested by that teacher.

23.3.9 Referred Teacher Participants

23.3.9.1 The purpose of the participation in the PAR Program is to help permanent teachers in need of development in subject matter knowledge or teaching strategies, or both.

23.3.9.2 As soon as practical after referral to the program, the Participating Teacher will choose a Consulting Teacher from those available. The Consulting Teacher will arrange a meeting, to be attended by the Consulting Teacher, the Principal of the Participating Teacher, and the Participating Teacher. The teacher's performance will be discussed as well as recommendations for improvement. Based on the discussions, and at least one (1) classroom observation of the Participating Teacher, the Consulting Teacher, with the participating Teacher, will prepare an Action Plan, which will list the goals and objectives. The Committee will review, approve or modify the plan as deemed necessary.

23.3.9.3 The Consulting Teacher and the Evaluator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Participating Teacher on an ongoing basis. No evaluative information regarding the PAR process shall be shared with the evaluator.

23.3.9.4 The Consulting Teacher and the Referred Teacher together shall complete the interim and final report forms. The final reports must be submitted sixty (60) calendar days prior to the end of the school year. The

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

**ARTICLE XXIV
TEACHING CREDENTIALS**

24.1 All unit members are expected to have and maintain the appropriate single or multiple subject teaching credential to be employed in the District.

24.2 When the California Commission on Teacher Credentialing mandates any changes to the teaching credential, all teachers shall meet all new and/or additional requirements imposed by the California Commission on Teacher Credentialing.

When the California Commission on Teacher Credentialing mandates any changes to the teaching credential, the District shall consult with AREA to determine if the change to the teaching credential is necessary for a unit member's current assignment.

24.2.1 Any tuition and/or course materials required for any changes to the teaching credential, necessary for a unit member's current assignment, such as added authorizations, shall be reimbursed to the unit member by the District as follows: (i) The unit member shall be reimbursed fifty percent (50%) of expenses actually incurred and paid by the unit member for tuition and course materials within five (5) business days upon the unit member's submission of proof of payment of the expenses; and (ii) the remaining unpaid balance shall be reimbursed by the District to the unit member within five (5) business days upon the unit member's submission of proof of the successful completion of the class(es). A unit member shall not be entitled to reimbursement of the balance for incomplete classes and coursework and, except in the case of extraordinary circumstances, the unit member shall not be entitled to seek reimbursement for the re-taking or reenrollment in any classes for which the unit member previously received any reimbursement.

24.3 The District shall reimburse employees pursuing a credential or other certification in a District-declared special needs area for the cost of books, tuition, and fees, not to exceed \$2,000.00 per employee per year.

After consulting with AREA, by May 31 of each school year, the District shall declare the areas of special needs for the following school year.

In order for an AREA bargaining unit member to be eligible to receive book/tuition fees reimbursement pursuant to Article 16.2.5, said member must be assigned to a District-declared special needs area at the time the member's book/tuition/fees expenses are incurred.

**ARTICLE XXV
PARENT/GUARDIAN COMPLAINT**

25.1 General Procedures

25.1.1 A complaint form titled Request-for-Review shall be developed by the District and the Association, and shall be distributed to each school site.

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

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

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

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

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

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

25.2 Specific Procedures

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

25.2.2 If, within ten (10) work days after meeting with the employee, the parent/guardian is not satisfied, s/he may file a written complaint with the employee's immediate supervisor or other appropriate District official.

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

25.2.4 The immediate supervisor or other appropriate District official shall investigate the written complaint. Any facts concerning a parental complaint, gathered by the immediate supervisor or investigating official, shall be forwarded to the employee or his/her representative within a reasonable amount of time.

25.2.5 Within ten (10) work days after the written complaint has been submitted, the immediate supervisor shall:

- 1 25.2.5.1 Meet with the parties concerned during the employee work day, to seek
2 resolution;
3
- 4 25.2.5.2 Investigate the written complaint (or otherwise ensure the investigation is
5 undertaken by an appropriate District official); and
6
- 7 25.2.5.3 Submit a written report, including recommendations and/or decisions, to
8 all parties concerned, including the President of the Association.
9
- 10 25.2.6 The immediate supervisor shall be responsible to see that there is compliance with
11 each step of the administrative procedure.
12
- 13 25.2.7 The findings and decisions of the immediate supervisor may be appealed to the
14 Superintendent within ten (10) work days after receiving the written report.
15
- 16 25.2.8 The Superintendent, or his/her designee, shall investigate the appeal and shall rule on
17 the merits of the recommendations and/or decisions. Such ruling shall be in writing
18 and shall be given to all parties concerned, including the Association, within ten (10)
19 work days.
20
- 21 25.2.9 Within five (5) work days after receiving the Superintendent's decision, the
22 Superintendent's ruling may be appealed directly to a panel composed of a
23 representative chosen by the Association, a representative chosen by the Board, and a
24 representative mutually agreed to by both parties.
25
- 26 25.2.10 Neither the complaint nor any ruling that may result from the complaint shall be
27 utilized by the District for disciplinary action against the employee, except for those
28 verified complaints directly resulting from violation of State law. Nothing ensuing
29 from a parental complaint shall be placed in an employee's file unless it has been
30 verified at the highest level of employee appeal.
31
- 32 25.2.11 The employee retains full right of appeal at all levels.
33
- 34 25.2.12 At the request of the Unit Member, an Association representative shall be present at
35 any meeting concerning the complaint, not including investigatory meetings
36 conducted by the District at which the unit member is not present. Any Unit Member
37 interviewed shall have Association representation. Any Unit Member who declines
38 Association representation must do so in writing.
39
- 40 25.2.13 The employee shall be given reasonable time during the employee work day, without
41 salary reduction, to review the complaint.
42
- 43 25.2.14 Only alleged procedural violations of this Article shall be subject to challenge under
44 Article V of this Agreement, and not the merits of any parent/guardian complaint or
45 any rulings, decisions of recommendations issued in conjunction with administration
46 of this Article.
47
- 48 25.2.15 This Article shall be administered in accordance with all applicable laws.
49

**ARTICLE XXVI
EFFECTS OF LAYOFF**

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

- 1 26.11 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 26.12 Subject to availability, transportation of classroom materials shall be provided.
6
- 7 26.13 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**

- 27.1 Definition: Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time.
- 27.2 Eligibility Requirements - eligible leave credits may be donated to a unit member for a catastrophic illness if all of the following requirements are met:
- 27.2.1 The unit member who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work or otherwise verify the need for leave.
- 27.2.2 The unit member is unable to work due to the unit member's catastrophic illness or injury.
- 27.2.3 The unit member has exhausted all his/her fully-paid leave and any other accumulated paid leave credits.
- (Catastrophic Leave shall go into effect when differential goes into effect and shall be added to differential pay to equal the employees full salary).
- 27.3 Other Conditions of the Program:
- 27.3.1 No unit member may donate sick leave credits unless they have a minimum of fifteen (15) days of accumulated sick leave and may donate only days in excess of that fifteen (15) days, up to a maximum donation of five (5) days per year.
- 27.3.2 All transfer of sick leave credit to the program is irrevocable. Remaining days shall be carried over to the next school year.
- 27.3.3 The maximum amount of donated leave credit that may be used by an individual under this section shall be equal to his/her number of remaining work days. Employees may reapply the following work year.
- 27.3.4 Catastrophic leave credit shall not be used for illness or disability which qualify the participant for Worker's Compensation benefits.
- 27.3.5 Credits shall not be considered available leave for purposes of qualifying for STRS disability.
- 27.3.6 The District Office shall maintain on file the leave donated and distributed on District forms.
- 27.3.7 The District shall issue a "Call for Donations" whenever a unit member requests use of the Catastrophic Sick Leave Program.

- 1 27.3.8 All voluntary donations of sick days shall be made available to the requesting unit
2 member, up to the maximum specified above.
3
- 4 27.3.9 Days shall be contributed and granted in proportion to the daily rate of pay of the
5 participants.
6
- 7 27.3.10 The identities of donors shall remain confidential.
8
- 9 27.3.11 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 27.3.12 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

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

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

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

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

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

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

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

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

4.4.3 Child Development Center or Latchkey Program employees may opt to work less than a full year. Employees exercising this option shall work the following number of days: Employees having served the Child Development Center or Latchkey Program less than five (5) years shall work 207 days, and employees having served five (5) years or more shall work 202 days. The daily rate of pay for part-year employees 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
33 next 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
36 in 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
45 when 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
7 in 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)
15 hours, including all breaks, unless otherwise requested by the employee. Breaks may
16 be 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

48 9.11.5 On days where A.M. and P.M. sessions are combined for the purposes of conducting
49 staff meetings, parent meetings and other special events, employees shall be allowed
50 to use compensatory time.
51

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

Severely Delayed Language/Aphasic	Maximum	15
Diagnostic	Maximum	8

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

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

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

14.2.7 District Seniority

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

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

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

14.3.1.7 Preschool employees, involuntarily transferred from one site to another, within the unit, shall receive District transportation to move materials. If the transfer occurs during the school year, they 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.

1 16.3.1.1 Transfer from Child Development Center or State Preschool Salary
2 Schedule to Certificated Salary Schedule
3

4 Child Development Center or State Preschool credentialed employees
5 transferring from the Child Development Center or State Preschool
6 respectively to schools within the District, shall receive credit for all
7 years worked under comparable certification status.
8

9 16.3.1.2 Transfer from Certificated Salary Schedule to Child Development Center,
10 Latchkey Program or State Preschool Schedule.
11

12 Certificated employees transferring from the Certificated Salary Schedule
13 to the Child Development Center or State Preschool Salary Schedule will
14 receive credit for all years of certificated teaching experience.
15

16 16.8.2 The annual salary for a Child Development Center or Latchkey Program employee
17 shall be as provided in Appendix A.
18

19 16.8.3 The annual salary for a Preschool employee's work year shall be as provided in
20 Appendix A.
21

22 16.9 Child Development Center or Latchkey Program employees required to remain beyond the
23 Center's closing time to insure the safety of students remaining in the Center or Program
24 shall be entitled to one (1) hour compensatory time for each one-half (1/2) hour beyond the
25 closing time.
26

27 16.9.1 A Child Development Center/Latchkey Program/Preschool employee shall be paid at
28 his/her hourly rate for all other overtime.
29

30 16.9.2 Part-time Child Development Center or Latchkey Program employees that work in
31 kindergarten or school age shall have the option to work a full day in their regular
32 class assignment on days that regular schools are not in session. The employee shall
33 be paid at his/her hourly rate of pay for each hour worked.
34
35
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41

42 *This space intentionally left blank.*
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1 16.10 A part-year Child Development Center or Latchkey Program employee (as defined in 4.3.3)
2 shall have the option of receiving payment of salary in eleven (11) or twelve (12) equal
3 installments.
4

5
6 Agreed on: March 13, 2017.
7
8

Alum Rock Educators Association, CTA/NEA



Seyem Estep
Bargaining Chair

Alum Rock Union Elementary School District



Hilaria Bauer, Ph.D.
Superintendent

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GLOSSARY

GLOSSARY

1. ADAPTED PHYSICAL EDUCATION SPECIALISTS (APE)

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

2. AGGRIEVED

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

3. AGREEMENT

The Articles and provisions contained in this contract.

4. ASSOCIATION

Alum Rock Educators Association/California Teacher Association/National Education Association

5. ASSOCIATION GRIEVANCE/COMPLAINT

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

6. BARGAINING UNIT

Alum Rock Educators Association/California Teacher Association/National Education Association.

7. BEREAVEMENT

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

8. BOARD

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

9. BUSINESS DAY

A day when the District Office is open.

10. CALENDAR DAYS

Refers to any of the days of the months July through June.

11. CLAIM

A written assertion or a grievance or complaint by the aggrieved.

1
2 12. CLASS SIZE

3
4 The number of students for whom an employee has responsibility at any given time.
5

6 13. CLASSIFIED SPECIAL EDUCATION STUDENTS

7
8 Those students with Special Education IEP's, with the exception of those receiving only
9 Speech Therapy and/or Adaptive P.E. IEP's.
10

11 14. COMPLAINT

12
13 An assertion by an employee that a controversy, dispute, or disagreement of any kind or
14 character exists arising out of or in any way involving interpretation or application of any
15 District policy, rule or practice, or unfair or inequitable treatment, or a condition which
16 jeopardizes an employee's health (See Article V).
17

18 15. CONTINUING POSITION

19
20 An existing position that has been vacated.
21

22 16. CSIS

23
24 California School Information System
25

26 17. DISTRICT

27
28 The Governing Board and/or any member of District management.
29

30 18. DISTRICT SITE

31
32 In addition to the regular school site, the building site shall include but not be limited to
33 Departments, and Special Education Programs
34

35 19. EXCESS

36
37 When a unit member is transferred from the unit member's site, due to declining enrollment,
38 reduction of services, or changes in credential requirements mandated by law.
39

40 20. EXTENDED DUTY PAY

41
42 Forty-three dollars and thirty-seven cents (\$43.37) per hour for required meetings or
43 activities beyond the employee work day.
44

45
46 21. GRIEVANCE

47
48 An assertion by an employee that a controversy, dispute, or disagreement of any kind or
49 character exists, arising out of or in any way involving interpretation or application of the
50 terms of this Agreement.

22. HOURLY RATE OF PAY

Forty-three dollars and thirty-seven cents (\$43.37) per hour for specified meetings or activities. Optional inservice may be offered without compensation or at a fixed stipend.

23. IEP

Individualized Educational Plan

24. IMMEDIATE SUPERVISOR

The management person having immediate jurisdiction over the employee.

25. ITINERANT EMPLOYEE

Any employee who travels from site to site providing services.

26. JOINT STUDY COMMITTEE

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

27. NEWLY CREATED POSITION

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

OR

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

28. PARTY IN INTEREST

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

29. PER DEIM (Daily Rate of Pay)

The employee's annual salary divided by the number of days in the employee's work year. The formula for the calculation for per diem shall be as follows: The Unit Member's total salary divided by the total number of days in the Work Year.

30. PLANNING/PREPARATION DAY

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

1 31. POINT TWO RATE OF PAY (.20)

2
3 Any unit member who teaches a zero (0) instructional period, or a seventh (7th) instructional
4 period, that extends beyond the 405 minute workday, shall be paid an additional .20 (twenty
5 percent) of their salary. (See Article 9.2)

6
7 32. PROFESSIONAL DEVELOPMENT DAY

8
9 A work day during which time pupils are not in attendance. (See Article 4.2)

10
11 33. REASSIGNMENT

12
13 Reassignment at the elementary site is any change of assignment within
14 the same elementary site.

15 Reassignment at the middle school is the change of grade level or subject
16 matter assignment within the same middle school site.

17
18 34. REPRESENTATIVE

19
20 A person chosen by the Association to represent the Association, or chosen by the District to
21 represent the District.

22
23 35. SPECIAL UNIT

24
25 A group of employees in a specialized category who require special credentialing. For the
26 current listing of Special Units contact the Association. Membership in a Special Unit does
27 not define location of a *unit member's* position. Special Units and their members shall be
28 defined annually by the Administration with the concurrence of the Association.

29
30 36. SUPERINTENDENT

31
32 Is considered an office and may be the individual or his/her designee.

33
34 37. SUPERVISION

35
36 Direct Supervision: Direct contact or ongoing contact (on a daily basis).

37 General Supervision: Indirect contact or intermittent contact (on a weekly basis).

38
39 38. TEACHING DAY

40
41 A day when pupils are in attendance.

42
43 39. TEACHING TERM

44
45 The total number of teaching days in a work year—one hundred eighty (180) days.

46
47 40. TRANSFER

48
49 A change from one school site to another, or in or out of a Special Unit.

50 41. UNIT MEMBERS

1
2 Refers to any employee who is included in the Bargaining Unit as defined in Article II and
3 therefore is covered by the terms and provisions of this Agreement.
4

5 42. WORK DAY
6

7 A day during which employees are required to be in attendance. This may be a teaching day
8 or a Planning/Preparation day. For employees this means four hundred five (405) minutes on
9 campus. This time includes at least twelve (12) minutes before class, a duty-free lunch
10 period, all breaks and recesses, and at least twelve (12) minutes after the instructional day.
11

12 43. WORK YEAR
13

14 The total number of teaching days--one hundred eighty (180) days--plus two (2)
15 Planning/Preparation Days.
16

17 For the 2017-2018 school year there shall be three (3) professional development days added
18 to the work year, totaling one hundred eighty-five (185) days.
19
20

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APPENDIX A
SALARY SCHEDULES

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SALARY SCHEDULE
CERTIFICATED
2016-17 (4.25%)**

Board Approved: April 13, 2017
Effective: September 1, 2016

	00 - 09	10 - 19	20 - 29	30 - 39	40 - 49	50 - 59	60 +
1	\$ 55,262	\$ 55,262	\$ 55,262	\$ 55,262			
2	\$ 55,262	\$ 55,262	\$ 55,262	\$ 56,578			
3	\$ 55,262	\$ 55,262	\$ 55,763	\$ 58,964			
4	\$ 55,262	\$ 55,262	\$ 58,141	\$ 61,342	\$ 64,507		
5	\$ 55,262	\$ 57,366	\$ 60,529	\$ 63,729	\$ 66,932	\$ 70,097	
6		\$ 59,742	\$ 62,945	\$ 66,111	\$ 69,306	\$ 72,475	\$ 76,384
7		\$ 62,123	\$ 65,327	\$ 68,488	\$ 71,692	\$ 74,892	\$ 78,801
8			\$ 67,711	\$ 70,913	\$ 74,112	\$ 77,276	\$ 81,221
9				\$ 73,291	\$ 76,462	\$ 79,656	\$ 83,607
10					\$ 78,875	\$ 82,036	\$ 86,034
11						\$ 84,422	\$ 88,853
12							\$ 92,487

Longevity increments of \$2,601 at the 15th, \$3,644 at the 20th and 25th year.

Earned Masters: \$1,000 on base salary or Earned Doctorate: \$2,000 on base salary

* During the duration of the Agreement, three (3) Professional Development Days ("PD's") for represented Certificated employees will be added to the yearly school calendar, increasing the Certificated employees work year calendar from 182 days to 185 days a year, reflected in the above salary schedule.

Minimum Salary Established (\$55,262)

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SALARY SCHEDULE
PSYCHOLOGISTS & SPEECH THERAPISTS
2016-17 (4.25%)**

Board Approved: April 13, 2017
Effective: September 1, 2016

1	2	3	4	5	6
\$ 61,328	\$ 66,045	\$ 70,767	\$ 75,563	\$ 80,198	\$ 84,927
7	8	9	10	11	12
\$ 89,648	\$ 94,361	\$ 96,713	\$ 99,074	\$ 101,436	\$ 103,799

Longevity Increments of \$2,601 at the 15th, \$3,644 at the 20th and 25th year.

Earned Masters: \$1,000 on base salary or Earned Doctorate: \$2,000 on base salary

* During the duration of the Agreement, three (3) Professional Development Days ("PD's") for represented Certificated employees will be added to the yearly school calendar, increasing the Certificated employees work year calendar from 182 days to 185 days a year, reflected in the above salary schedule.

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SALARY SCHEDULE
CERTIFICATED
2017-18 (4.00%)**

Board Approved: April 13, 2017
Effective: July 1, 2017

	00 - 09	10 - 19	20 - 29	30 - 39	40 - 49	50 - 59	60 +
1	\$ 57,473	\$ 57,473	\$ 57,473	\$ 57,473			
2	\$ 57,473	\$ 57,473	\$ 57,473	\$ 58,841			
3	\$ 57,473	\$ 57,473	\$ 57,994	\$ 61,322			
4	\$ 57,473	\$ 57,473	\$ 60,466	\$ 63,796	\$ 67,088		
5	\$ 57,473	\$ 59,660	\$ 62,950	\$ 66,278	\$ 69,610	\$ 72,901	
6		\$ 62,132	\$ 65,463	\$ 68,755	\$ 72,079	\$ 75,374	\$ 79,439
7		\$ 64,608	\$ 67,940	\$ 71,227	\$ 74,560	\$ 77,887	\$ 81,953
8			\$ 70,419	\$ 73,750	\$ 77,077	\$ 80,367	\$ 84,470
9				\$ 76,223	\$ 79,521	\$ 82,842	\$ 86,951
10					\$ 82,030	\$ 85,318	\$ 89,476
11						\$ 87,799	\$ 92,407
12							\$ 96,187

Longevity increments of \$2,705 at the 15th, \$3,789 at the 20th and 25th year.

Earned Masters: \$1,000 on base salary or Earned Doctorate: \$2,000 on base salary

* During the duration of the Agreement, three (3) Professional Development Days ("PD's") for represented Certificated employees will be added to the yearly school calendar, increasing the Certificated employees work year calendar from 182 days to 185 days a year, reflected in the above salary schedule.

Minimum Salary Established (\$57,473)

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SALARY SCHEDULE
PSYCHOLOGISTS & SPEECH THERAPISTS
2017-18 (4.00%)**

Board Approved: April 13, 2017
Effective: July 1, 2017

1	2	3	4	5	6
\$ 63,781	\$ 68,687	\$ 73,598	\$ 78,585	\$ 83,406	\$ 88,324
7	8	9	10	11	12
\$ 93,234	\$ 98,136	\$ 100,582	\$ 103,037	\$ 105,494	\$ 107,951

Longevity Increments of \$2,705 at the 15th, \$3,789 at the 20th and 25th year.

Earned Masters: \$1,000 on base salary or Earned Doctorate: \$2,000 on base salary

* During the duration of the Agreement, three (3) Professional Development Days ("PD's") for represented Certificated employees will be added to the yearly school calendar, increasing the Certificated employees work year calendar from 182 days to 185 days a year, reflected in the above salary schedule.

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APPENDIX B

**EDUCATIONAL CODE PROVISIONS REGARDING
DISCIPLINE OF STUDENTS**

federal law to a parent or guardian retaining educational rights, a responsible adult appointed by the court to represent the child pursuant to Section 361 or 726 of the Welfare and Institutions Code, a surrogate parent, or a foster parent exercising the authority granted under Section 56055. The role of the educational liaison is advisory with respect to placement decisions and determination of school of origin.

(d)(1) At the initial detention or placement, or any subsequent change in placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue his or her education in the school of origin for the duration of the academic school year.

(2) The liaison, in consultation with and the agreement of the foster child and the person holding the right to make educational decisions for the foster child may, in accordance with the foster child's best interests, recommend that the foster child's right to attend the school of origin be waived and the foster child be enrolled in any public school that pupils living in the attendance area in which the foster child resides are eligible to attend.

(3) Prior to making any recommendation to move a foster child from his or her school of origin, the liaison shall provide the foster child and the person holding the right to make educational decisions for the foster child with a written explanation stating the basis for the recommendation and how this recommendation serves the foster child's best interest.

(4)(A) If the liaison in consultation with the foster child and the person holding the right to make educational decisions for the foster child agree that the best interests of the foster child would best be served by his or her transfer to a school other than the school of origin, the foster child shall immediately be enrolled in the new school.

(B) The new school shall immediately enroll the foster child even if the foster child has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce records or clothing normally required for enrollment, such as previous academic records, medical records, proof of residency, other documentation, or school uniforms.

(C) The liaison for the new school shall, within two business days of the foster child's request for enrollment, contact the school last attended by the foster child to obtain all academic and other records. All required records shall be provided to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. The school liaison for the school last attended shall provide all records to the new school within two business days of receiving the request.

(5) If any dispute arises regarding the request of a foster child to remain in the school of origin, the foster child has the right to remain in the school of origin pending resolution of the dispute. The dispute shall be resolved in accordance with the existing dispute resolution process available to any pupil served by the local educational agency.

(6) The local educational agency and the county placing agency are encouraged to collaborate to ensure maximum utilization of available federal moneys, explore public-private partnerships, and access any other funding sources to promote the well-being of foster children through educational stability.

(e) For purposes of this section, "school of origin" means the school that the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child was last enrolled, or if there is some other school that the foster child attended with which the foster child is connected and which the foster child attended within the immediately preceding 15 months, the liaison, in consultation with and the agreement of the foster child and the person holding the right to make educational decisions for the

foster child, shall determine, in the best interests of the foster child, the school that shall be deemed the school of origin.

(f) This section does not supersede other law governing the educational placements in juvenile court schools, as defined by Section 48645.1, by the juvenile court under Section 602 of the Welfare and Institutions Code. (Added by Stats.2003, c. 862 (A.B.490), § 4. Amended by Stats.2005, c. 639 (A.B.1261), § 2.)

§ 48854. Designation of educational authority; condition of placement

A licensed children's institution or nonpublic, nonsectarian school, or agency may not require as a condition of placement that educational authority for a child, as defined in Section 48859 be designated to that institution, school, or agency. (Added by Stats.1998, c. 311 (S.B.933), § 1, eff. Aug. 19, 1998.)

§ 48856. Collaborative monitoring of placement

A local educational agency shall invite at least one noneducational agency representative that has placement responsibility for a pupil residing in a licensed children's institution to collaborate with the local educational agency in the monitoring of a placement in a nonpublic, nonsectarian school or agency. (Added by Stats.1998, c. 311 (S.B.933), § 1, eff. Aug. 19, 1998.)

§ 48859. Definitions

For purposes of this chapter, the following terms have the following meanings:

(a) "County placing agency" means the county social services department or county probation department.

(b) "Educational authority" means an entity designated to represent the interests of a child for educational and related services.

(c) "Local educational agency" means a school district, a county office of education, a charter school participating as a member of a special education local plan area, or a special education local plan area. (Added by Stats.1998, c. 311 (S.B.933), § 1, eff. Aug. 19, 1998. Amended by Stats.2003, c. 862 (A.B.490), § 5; Stats.2005, c. 639 (A.B.1261), § 3.)

CHAPTER 6. PUPIL RIGHTS AND RESPONSIBILITIES

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§ 48900. Grounds for suspension or expulsion; legislative intent

A pupil may not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (q), inclusive:

(a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stolen or attempted to steal school property or private property.

(h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing as defined in Section 32050.

(r) A pupil may not be suspended or expelled for any of the acts enumerated in this section, unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

- (1) While on school grounds.
- (2) While going to or coming from school.
- (3) During the lunch period whether on or off the campus.
- (4) During, or while going to or coming from, a school sponsored activity.

(s) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(t) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(u) A superintendent or principal may use his or her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a pupil subject to discipline under this section.

(v) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against any pupil who is truant, tardy, or otherwise absent from school activities. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1984, c. 23, § 1; Stats.1984, c. 536, § 1; Stats.1985, c. 318, § 1; Stats.1986, c. 111, § 1; Stats.1986, c. 1136, § 1; Stats.1987, c. 383, § 1; Stats.1989, c. 1306, § 1; Stats.1992, c. 909 (S.B.1930), § 1; Stats.1994, c. 1198 (A.B.2543), § 5; Stats.1995, c. 972 (S.B.966), § 6; Stats.1996, c. 915 (A.B.692), § 1; Stats.1997, c. 637 (A.B.412), § 1; Stats.2001, c. 484 (A.B.653), § 1; Stats.2002, c. 151

(A.B.662), § 1; Stats.2002, c. 643 (A.B.1901), § 1.5; Stats.2003, c. 21 (A.B.1411), § 2, eff. June 26, 2003.)

§ 48900.1. Attendance of suspended child's parent or guardian for portion of schoolday; school district policy and procedures; protection of parent or guardian's employment

(a) The governing board of each school district may adopt a policy authorizing teachers to require the parent or guardian of a pupil who has been suspended by a teacher pursuant to Section 48910 for reasons specified in subdivision (i) or (k) of Section 48900, to attend a portion of a schoolday in the classroom of his or her child or ward. The policy shall take into account reasonable factors that may prevent compliance with a notice to attend. The attendance of the parent or guardian shall be limited to the class from which the pupil was suspended.

(b) The policy shall be adopted pursuant to the procedures set forth in Sections 35291 and 35291.5. Parents and guardians shall be notified of this policy prior to its implementation. A teacher shall apply any policy adopted pursuant to this section uniformly to all pupils within the classroom.

The adopted policy shall include the procedures that the district will follow to accomplish the following:

(1) Ensure that parents or guardians who attend school for the purposes of this section meet with the school administrator or his or her designee after completing the classroom visitation and before leaving the schoolsite.

(2) Contact parents or guardians who do not respond to the request to attend school pursuant to this section.

(c) If a teacher imposes the procedure pursuant to subdivision (a), the principal shall send a written notice to the parent or guardian stating that attendance by the parent or guardian is pursuant to law. This section shall apply only to a parent or guardian who is actually living with the pupil.

(d) A parent or guardian who has received a written notice pursuant to subdivision (c) shall attend class as specified in the written notice. The notice may specify that the attendance of the parent or guardian be on the day the pupil is scheduled to return to class, or within a reasonable period of time thereafter, as established by the policy of the board adopted pursuant to subdivision (a). (Added by Stats.1988, c. 1284, § 2. Amended by Stats.1989, c. 213, § 1; Stats.2004, c. 895 (A.B.2855), § 9.)

§ 48900.2. Additional grounds for suspension or expulsion; sexual harassment

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive. (Added by Stats.1992, c. 909 (S.B.1930), § 2.)

§ 48900.3. Hate violence

In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233. (Added by Stats.1994, c.

§ 48900.3

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1198 (A.B.2543), § 6. Amended by Stats.1999, c. 646 (A.B.1600), § 25.)

§ 48900.4. Additional grounds for suspension or expulsion; harassment, threats, or intimidation

In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment. (Added by Stats.1994, c. 1017 (A.B.2752), § 1. Amended by Stats.2002, c. 643 (A.B.1901), § 2.)

§ 48900.5. Suspension; restrictions on imposition; exception

Suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1983, c. 1302, § 20, eff. Sept. 30, 1983; Stats.1985, c. 907, § 1, eff. Sept. 23, 1985.)

§ 48900.6. Community service on school grounds during non-school hours; alternative disciplinary action

As part of or instead of disciplinary action prescribed by this article, the principal of a school, the principal's designee, the superintendent of schools, or the governing board may require a pupil to perform community service on school grounds or, with written permission of the parent or guardian of the pupil, off school grounds, during the pupil's nonschool hours. For the purposes of this section, "community service" may include, but is not limited to, work performed in the community or on school grounds in the areas of outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. This section does not apply if a pupil has been suspended, pending expulsion, pursuant to Section 48915. However, this section applies if the recommended expulsion is not implemented or is, itself, suspended by stipulation or other administrative action. (Added by Stats.1993, c. 212 (A.B.1714), § 1. Amended by Stats.1995, c. 972 (S.B.966), § 7; Stats.2000, c. 225 (A.B.2169), § 1.)

§ 48900.7. Additional grounds for suspension or expulsion; terroristic threats against school officials, school property, or both

(a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of

actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family. (Added by Stats.1997, c. 405 (A.B.307), § 1.)

§ 48900.8. Records of expulsions and suspensions for the commission of offenses

For purposes of notification to parents, and for the reporting of expulsion or suspension offenses to the * * * department * * *, each school district shall specifically identify, by offense committed, in all appropriate official records of a pupil each suspension or expulsion of that pupil for the commission of any of the offenses set forth in * * * Section 48900, * * * 48900.2, * * * 48900.3, * * * 48900.4, 48900.7, or * * * 48915. (Added by Stats.1997, c. 637 (A.B.412), § 2. Amended by Stats.2005, c. 677 (S.B.512), § 33, eff. Oct. 7, 2005.)

§ 48901. Smoking or use of tobacco or tobacco or nicotine products prohibited; steps to discourage smoking

(a) No school shall permit the smoking or use of tobacco, or any product containing tobacco or nicotine products, by pupils of the school while the pupils are on campus, or while attending school-sponsored activities or while under the supervision and control of school district employees.

(b) The governing board of any school district maintaining a high school shall take all steps it deems practical to discourage high school students from smoking. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1986, c. 1136, § 2.)

§ 48901.5. Electronic signaling device; possession or use prohibited; exception

(a) The governing board of each school district, or its designee, may regulate the possession or use of any electronic signaling device that operates through the transmission or receipt of radio waves, including, but not limited to, paging and signaling equipment, by pupils of the school district while the pupils are on campus, while attending school-sponsored activities, or while under the supervision and control of school district employees.

(b) No pupil shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician and surgeon to be essential for the health of the pupil and use of which is limited to purposes related to the health of the pupil. (Added by Stats.1988, c. 506, § 1. Amended by Stats.2002, c. 253 (S.B.1253), § 2.)

§ 48902. Notification of law enforcement authorities; liability for making report; failure to notify; penalty; exceptional needs children

(a) The principal of a school or the principal's designee shall, prior to the suspension or expulsion of any pupil, notify the appropriate law enforcement authorities of the county or city in which the school is situated, of any acts of the pupil that may violate Section 245 of the Penal Code.

(b) The principal of a school or the principal's designee shall, within one schoolday after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authority of the county or the school district in which the school is situated of any acts of the pupils that may violate subdivision (c) or (d) of Section 48900.

(c) Notwithstanding subdivision (b), the principal of a school or the principal's designee shall notify the appropriate law enforce-

ment authorities of the county or city in which the school is located of any acts of a student that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code.

(d) A principal, the principal's designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not civilly or criminally liable as a result of making any report authorized by this article unless it can be proven that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.

(e) The willful failure to make any report required by this section is an infraction punishable by a fine to be paid by the principal or principal's designee who is responsible for the failure of not more than five hundred dollars (\$500).

(f) The principal of a school or the principal's designee reporting a criminal act committed by a schoolage individual with exceptional needs, as defined in Section 56026, shall ensure that copies of the special education and disciplinary records of the pupil are transmitted, as described in paragraph (9) of subsection (k) of Section 1415 of Title 20 of the United States Code, for consideration by the appropriate authorities to whom he or she reports the criminal act. Any copies of the pupil's special education and disciplinary records may be transmitted only to the extent permissible under the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g et seq.). (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1988, c. 1254, § 2; Stats.1989, c. 1117, § 3; Stats.1990, c. 1697 (S.B. 2635), § 2; Stats.1995, c. 205 (S.B.232), § 1; Stats.2002, c. 492 (A.B.1859), § 1.)

§ 48903. Restrictions on days of suspension

(a) Except as provided in subdivision (g) of Section 48911 and in Section 48912, the total number of days for which a pupil may be suspended from school shall not exceed 20 schooldays in any school year, unless for purposes of adjustment, a pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of schooldays for which the pupil may be suspended shall not exceed 30 days in any school year.

(b) For the purposes of this section, a school district may count suspensions that occur while a pupil is enrolled in another school district toward the maximum number of days for which a pupil may be suspended in any school year. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1998, c. 527 (A.B.17), § 1.)

§ 48904. Liability of parent or guardian for willful pupil misconduct; withholding of grades, diplomas and transcripts; voluntary work program

(a) (1) Notwithstanding Section 1714.1 of the Civil Code, the parent or guardian of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for, a school district or private school or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school district or private school, or personal property of any school employee, shall be liable for all damages so caused by the minor. The liability of the parent or guardian shall not exceed ten thousand dollars (\$10,000). The parent or guardian shall also be liable for the amount of any reward not exceeding ten thousand dollars (\$10,000) paid pursuant to Section 53069.5 of the Government Code. The parent or guardian of a minor shall be liable to a school district or private school for all property belonging to the school district or private school loaned to the minor and not returned upon demand of an employee of the district or private school authorized to make the demand.

(2) The Superintendent of Public Instruction shall compute an adjustment of the liability limits prescribed by this subdivision at a rate equivalent to the percentage change in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the 12-month period ending in the third quarter of the prior fiscal year.

(b) (1) Any school district or private school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a pupil and willfully not returned upon demand of an employee of the district or private school authorized to make the demand may, after affording the pupil his or her due process rights, withhold the grades, diploma, and transcripts of the pupil responsible for the damage until the pupil or the pupil's parent or guardian has paid for the damages thereto, as provided in subdivision (a).

(2) The school district or private school shall notify the parent or guardian of the pupil in writing of the pupil's alleged misconduct before withholding the pupil's grades, diploma, or transcripts pursuant to this subdivision. When the minor and parent are unable to pay for the damages, or to return the property, the school district or private school shall provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the grades, diploma, and transcripts of the pupil shall be released.

(3) The governing board of each school district or governing body of each private school shall establish rules and regulations governing procedures for the implementation of this subdivision. The procedures shall conform to, but are not necessarily limited to, those procedures established in this code for the expulsion of pupils. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1984, c. 482, § 13, eff. July 17, 1984; Stats.1984, c. 948, § 1; Stats.1992, c. 445 (A.B.3257), § 1.)

§ 48904.3. Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold

(a) Upon receiving notice that a school district has withheld the grades, diploma, or transcripts of any pupil pursuant to Section 48904, any school district to which the pupil has transferred shall likewise withhold the grades, diploma, or transcripts of the pupil as authorized by that section, until the time that it receives notice, from the district that initiated the decision to withhold, that the decision has been rescinded under the terms of that section.

(b) Any school district that has decided to withhold a pupil's grades, diploma, or transcripts pursuant to Section 48904 shall, upon receiving notice that the pupil has transferred to any school district in this state, notify the parent or guardian of the pupil in writing that the decision to withhold will be enforced as specified in subdivision (a).

(c) For purposes of this section and Section 48904, "school district" is defined to include any county superintendent of schools.

(d) This section and Section 48904 shall also apply to the state special schools, as described in subdivision (a) of Section 48927. (Added by Stats.1986, c. 332, § 1. Amended by Stats.2002, c. 492 (A.B.1859), § 2.)

§ 48905. Injury or damage to person or property of school district employee; willful misconduct of pupil; request for legal action by school district

An employee of a school district whose person or property is injured or damaged by the willful misconduct of a pupil who attends school in such district, when the employee or the employee's property is (1) located on property owned by the district, (2) being transported to or from an activity sponsored by the district or a school within the district, (3) present at an activity

sponsored by such district or school, or (4) otherwise injured or damaged in retaliation for acts lawfully undertaken by the employee in execution of the employee's duties, may request the school district to pursue legal action against the pupil who caused the injury or damage, or the pupil's parent or guardian pursuant to Section 48904. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983.)

§ 48906. Notification of parent, guardian or relative of release of pupil to peace officer; procedure for victims of suspected child abuse

When a principal or other school official releases a minor pupil to a peace officer for the purpose of removing the minor from the school premises, the school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer, and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, as defined in Section 11165.6 of the Penal Code, or pursuant to Section 305 of the Welfare and Institutions Code. In those cases, the school official shall provide the peace officer with the address and telephone number of the minor's parent or guardian. The peace officer shall take immediate steps to notify the parent, guardian, or responsible relative of the minor that the minor is in custody and the place where he or she is being held. If the officer has a reasonable belief that the minor would be endangered by a disclosure of the place where the minor is being held, or that the disclosure would cause the custody of the minor to be disturbed, the officer may refuse to disclose the place where the minor is being held for a period not to exceed 24 hours. The officer shall, however, inform the parent, guardian, or responsible relative whether the child requires and is receiving medical or other treatment. The juvenile court shall review any decision not to disclose the place where the minor is being held at a subsequent detention hearing. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1984, c. 1712, § 1; Stats.2005, c. 279 (S.B.1107), § 1.)

§ 48907. Student exercise of free expression

Students of the public schools shall have the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not such publications or other means of expression are supported financially by the school or by use of school facilities, except that expression shall be prohibited which is obscene, libelous, or slanderous. Also prohibited shall be material which so incites students as to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or the substantial disruption of the orderly operation of the school.

Each governing board of a school district and each county board of education shall adopt rules and regulations in the form of a written publications code, which shall include reasonable provisions for the time, place, and manner of conducting such activities within its respective jurisdiction.

Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this section. However, it shall be the responsibility of a journalism adviser or advisers of student publications within each school to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this section.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this section. School officials shall have the burden of showing justification

without undue delay prior to any limitation of student expression under this section.

"Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

Nothing in this section shall prohibit or prevent any governing board of a school district from adopting otherwise valid rules and regulations relating to oral communication by students upon the premises of each school. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983.)

§ 48908. Duties of pupils

All pupils shall comply with the regulations, pursue the required course of study, and submit to the authority of the teachers of the schools. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983.)

§ 48909. Drug or poison use; assault, homicide, or rape; district attorney notice to superintendent

When a petition is requested in juvenile court or a complaint is filed in any court alleging that a minor of compulsory school attendance age or any pupil currently enrolled in a public school in a grade to and including grade 12 is a person who (a) has used, sold, or possessed narcotics or other hallucinogenic drugs or substances; (b) has inhaled or breathed the fumes of, or ingested any poison classified as such in Section 4160 of the Business and Professions Code; or (c) has committed felonious assault, homicide, or rape the district attorney may, within 48 hours, provide written notice to the superintendent of the school district of attendance, notwithstanding the provisions of Section 827 of the Welfare and Institutions Code, and to the pupil's parent or guardian. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1991, c. 1202 (S.B.377), § 1.)

§ 48910. Suspension by teacher; reports; conferences; referrals

(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.2004, c. 895 (A.B.2855), § 10.)

§ 48911. Suspension by principal, principal's designee, or superintendent

(a) The principal of the school, the principal's designee, or the superintendent of schools may suspend a pupil from the school for

any of the reasons enumerated in Section 48900, and pursuant to Section 48900.5, for no more than five consecutive schooldays.

(b) Suspension by the principal, the principal's designee, or the superintendent of schools shall be preceded by an informal conference conducted by the principal or the principal's designee or the superintendent of schools between the pupil and, whenever practicable, the teacher, supervisor, or school employee who referred the pupil to the principal, the principal's designee, or the superintendent of schools. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

(c) A principal, the principal's designee, or the superintendent of schools may suspend a pupil without affording the pupil an opportunity for a conference only if the principal, the principal's designee, or the superintendent of schools determines that an emergency situation exists. "Emergency situation," as used in this article, means a situation determined by the principal, the principal's designee, or the superintendent of schools to constitute a clear and present danger to the life, safety, or health of pupils or school personnel. If a pupil is suspended without a conference prior to suspension, both the parent and the pupil shall be notified of the pupil's right to a conference and the pupil's right to return to school for the purpose of a conference. The conference shall be held within two schooldays, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. The conference shall then be held as soon as the pupil is physically able to return to school for the conference.

(d) At the time of suspension, a school employee shall make a reasonable effort to contact the pupil's parent or guardian in person or by telephone. Whenever a pupil is suspended from school, the parent or guardian shall be notified in writing of the suspension.

(e) A school employee shall report the suspension of the pupil, including the cause therefor, to the governing board of the school district or to the school district superintendent in accordance with the regulations of the governing board.

(f) The parent or guardian of any pupil shall respond without delay to any request from school officials to attend a conference regarding his or her child's behavior.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

(g) In a case where expulsion from any school or suspension for the balance of the semester from continuation school is being processed by the governing board, the school district superintendent or other person designated by the superintendent in writing may extend the suspension until the governing board has rendered a decision in the action. However, an extension may be granted only if the school district superintendent or the superintendent's designee has determined, following a meeting in which the pupil and the pupil's parent or guardian are invited to participate, that the presence of the pupil at the school or in an alternative school placement would cause a danger to persons or property or a threat of disrupting the instructional process. If the pupil or the pupil's parent or guardian has requested a meeting to challenge the original suspension pursuant to Section 48914, the purpose of the meeting shall be to decide upon the extension of the suspension order under this section and may be held in conjunction with the initial meeting on the merits of the suspension.

(h) For the purposes of this section, a "principal's designee" is any one or more administrators at the schoolsite specifically designated by the principal, in writing, to assist with disciplinary procedures.

In the event that there is not an administrator in addition to the principal at the schoolsite, a certificated person at the schoolsite may be specifically designated by the principal, in writing, as a "principal's designee," to assist with disciplinary procedures. The principal may designate only one person at a time as the principal's primary designee for the school year.

An additional person meeting the requirements of this subdivision may be designated by the principal, in writing, to act for the purposes of this article when both the principal and the principal's primary designee are absent from the schoolsite. The name of the person, and the names of any person or persons designated as "principal's designee," shall be on file in the principal's office.

This section is not an exception to, nor does it place any limitation on, Section 48903. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1983, c. 1302, § 21, eff. Sept. 30, 1983; Stats.1985, c. 856, § 1; Stats.1987, c. 134, § 5, eff. July 7, 1987; Stats.1990, c. 1234 (A.B.3880), § 1; Stats.1992, c. 1360 (A.B.2773), § 3; Stats.1994, c. 146 (A.B.3601), § 31; Stats.2002, c. 492 (A.B.1859), § 3.)

§ 48911.1. Suspended pupils; supervised suspension classroom; apportionments; requirements

(a) A pupil suspended from a school for any of the reasons enumerated in Sections 48900 and 48900.2 may be assigned, by the principal or the principal's designee, to a supervised suspension classroom for the entire period of suspension if the pupil poses no imminent danger or threat to the campus, pupils, or staff, or if an action to expel the pupil has not been initiated.

(b) Pupils assigned to a supervised suspension classroom shall be separated from other pupils at the schoolsite for the period of suspension in a separate classroom, building, or site for pupils under suspension.

(c) School districts may continue to claim apportionments for each pupil assigned to and attending a supervised suspension classroom provided as follows:

(1) The supervised suspension classroom is staffed as otherwise provided by law.

(2) Each pupil has access to appropriate counseling services.

(3) The supervised suspension classroom promotes completion of schoolwork and tests missed by the pupil during the suspension.

(4) Each pupil is responsible for contacting his or her teacher or teachers to receive assignments to be completed while the pupil is assigned to the supervised suspension classroom. The teacher shall provide all assignments and tests that the pupil will miss while suspended. If no classroom work is assigned, the person supervising the suspension classroom shall assign schoolwork.

(d) At the time a pupil is assigned to a supervised suspension classroom, a school employee shall notify, in person or by telephone, the pupil's parent or guardian. Whenever a pupil is assigned to a supervised suspension classroom for longer than one class period, a school employee shall notify, in writing, the pupil's parent or guardian.

(e) This section does not place any limitation on a school district's ability to transfer a pupil to an opportunity school or class or a continuation education school or class.

(f) Apportionments claimed by a school district for pupils assigned to supervised suspension shall be used specifically to mitigate the cost of implementing this section. (Added by Stats.1994, c. 1016 (A.B.2728), § 2.)

§ 48911.2. High percentage of pupils suspended; consideration of alternatives to off-campus suspension; suspension reduction report; intent

(a) If the number of pupils suspended from school during the prior school year exceeded 30 percent of the school's enrollment, the school should consider doing at least one of the following:

(1) Implement the supervised suspension program described in Section 48911.1.

(2) Implement an alternative to the school's off-campus suspension program, which involves a progressive discipline approach that occurs during the schoolday on campus, using any of the following activities:

- (A) Conferences between the school staff, parents, and pupils.
- (B) Referral to the school counselor, psychologist, child welfare attendance personnel, or other school support service staff.
- (C) Detention.
- (D) Study teams, guidance teams, resource panel teams, or other assessment-related teams.

(b) At the end of the academic year, the school may report to the district superintendent in charge of school support services, or other comparable administrator if that position does not exist, on the rate of reduction in the school's off-campus suspensions and the plan or activities used to comply with subdivision (a).

(c) It is the intent of the Legislature to encourage schools that choose to implement this section to examine alternatives to off-campus suspensions that lead to resolution of pupil misconduct without sending pupils off campus. Schools that use this section should not be precluded from suspending pupils to an off-campus site. (Added by Stats.1994, c. 1016 (A.B.2728), § 3.)

§ 48911.5. Suspension by site principal of contracting nonpublic, nonsectarian school providing services to individuals with exceptional needs

The site principal of a contracting nonpublic, nonsectarian school providing services to individuals with exceptional needs under Sections 56365 and 56366, shall have the same duties and responsibilities with respect to the suspension of pupils with previously identified exceptional needs prescribed for the suspension of pupils under Section 48911. (Added by Stats.1985, c. 907, § 3, eff. Sept. 23, 1985.)

§ 48912. Closed sessions; consideration of suspension or other disciplinary action; notice

(a) The governing board may suspend a pupil from school for any of the acts enumerated in Section 48900 for any number of schooldays within the limits prescribed by Section 48903.

(b) Notwithstanding the provisions of Section 35145 of this code and Section 54950 of the Government Code, the governing board of a school district shall, unless a request has been made to the contrary, hold closed sessions if the board is considering the suspension of, disciplinary action against, or any other action against, except expulsion, any pupil, if a public hearing upon that question would lead to the giving out of information concerning a school pupil which would be in violation of Article 5 (commencing with Section 49073) of Chapter 6.5.

(c) Before calling a closed session to consider these matters, the governing board shall, in writing, by registered or certified mail or by personal service, notify the pupil and the pupil's parent or guardian, or the pupil if the pupil is an adult, of the intent of the governing board to call and hold a closed session. Unless the pupil or the pupil's parent or guardian shall, in writing, within 48 hours after receipt of the written notice of the board's intention, request that the hearing be held as a public meeting, the hearing to consider these matters shall be conducted by the governing board in closed session. In the event that a written request is served upon the clerk or secretary of the governing board, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any pupil other than the pupil requesting the public meeting, shall be in closed session. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1990, c. 1234 (A.B.3880), § 2; Stats.1992, c. 1360 (A.B.2773), § 4.)

§ 48912.5. Continuation school; suspension; time

The governing board of a school district may suspend a pupil enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts enumerated in Section 48900 occurred. The suspension shall meet the requirements of Section 48915. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983.)

§ 48913. Completion of work missed by suspended pupil

The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983.)

§ 48914. Suspension; meeting with parent or guardian

Each school district is authorized to establish a policy that permits school officials to conduct a meeting with the parent or guardian of a suspended pupil to discuss the causes, the duration, the school policy involved, and other matters pertinent to the suspension. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1983, c. 1302, § 22, eff. Sept. 30, 1983; Stats. 1987, c. 134, § 6, eff. July 7, 1987.)

§ 48915. Expulsion; particular circumstances

(a) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent finds that expulsion is inappropriate, due to the particular circumstance:

(1) Causing serious physical injury to another person, except in self-defense.

(2) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(3) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(4) Robbery or extortion.

(5) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

(b) Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board may order a pupil expelled upon finding that the pupil committed an act listed in subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel shall be based on a finding of one or both of the following:

(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

(1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies

to an act of possessing a firearm only if the possession is verified by an employee of a school district.

(2) Brandishing a knife at another person.

(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

(4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

(5) Possession of an explosive.

(d) The governing board shall order a pupil expelled upon finding that the pupil committed an act listed in subdivision (c), and shall refer that pupil to a program of study that meets all of the following conditions:

(1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.

(2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.

(3) Is not housed at the school site attended by the pupil at the time of suspension.

(e) Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board may order a pupil expelled upon finding that the pupil, at school or at a school activity off of school grounds violated subdivision (f), (g), (h), (i), (j), (k), (l), or (m) of Section 48900, or Section 48900.2, 48900.3, or 48900.4, and either of the following:

(1) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(f) The governing board shall refer a pupil who has been expelled pursuant to subdivision (b) or (e) to a program of study which meets all of the conditions specified in subdivision (d). Notwithstanding this subdivision, with respect to a pupil expelled pursuant to subdivision (e), if the county superintendent of schools certifies that an alternative program of study is not available at a site away from a comprehensive middle, junior, or senior high school, or an elementary school, and that the only option for placement is at another comprehensive middle, junior, or senior high school, or another elementary school, the pupil may be referred to a program of study that is provided at a comprehensive middle, junior, or senior high school, or at an elementary school.

(g) As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3½ inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.

(h) As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1984, c. 23, § 2; Stats.1985, c. 907, § 2, eff. Sept. 23, 1985; Stats.1986, c. 248, § 29; Stats.1986, c. 1124, § 6.5; Stats.1987, c. 383, § 2; Stats.1992, c. 16 (A.B.678), § 1; Stats.1992, c. 909 (S.B.1930), § 3; Stats.1993, c. 1255 (A.B.342), § 2, eff. Oct. 11, 1993; Stats.1993, c. 1256 (S.B.1198), § 2; Stats.1994, c. 1198 (A.B.2543), § 7; Stats.1995, c. 972 (S.B.966), § 8; Stats.1996, c. 915 (A.B.692), § 3; Stats.1996, c. 1052 (A.B.2720), § 2; Stats.2001, c. 116 (S.B.166), § 2.)

§ 48915.01. Referral to community day school

If the governing board of a school district has established a community day school pursuant to Section 48661 on the same site as a comprehensive middle, junior, or senior high school, or at any

elementary school, the governing board does not have to meet the condition in paragraph (2) of subdivision (d) of Section 48915 when the board, pursuant to subdivision (f) of Section 48915, refers a pupil to a program of study and that program of study is at the community day school. All the other conditions of subdivision (d) of Section 48915 are applicable to the referral as required by subdivision (f) of Section 48915. (Added by Stats.1996, c. 937 (A.B.2834), § 3, eff. Sept. 26, 1996.)

§ 48915.1. Expelled individuals; enrollment in another school

(a) If the governing board of a school district receives a request from an individual who has been expelled from another school district for an act other than those described in subdivision (a) or (c) of Section 48915, for enrollment in a school maintained by the school district, the board shall hold a hearing to determine whether that individual poses a continuing danger either to the pupils or employees of the school district. The hearing and notice shall be conducted in accordance with the rules and regulations governing procedures for the expulsion of pupils as described in Section 48918. A school district may request information from another school district regarding a recommendation for expulsion or the expulsion of an applicant for enrollment. The school district receiving the request shall respond to the request with all deliberate speed but shall respond no later than five working days from the date of the receipt of the request.

(b) If a pupil has been expelled from his or her previous school for an act other than those listed in subdivision (a) or (c) of Section 48915, the parent, guardian, or pupil, if the pupil is emancipated or otherwise legally of age, shall, upon enrollment, inform the receiving school district of his or her status with the previous school district. If this information is not provided to the school district and the school district later determines the pupil was expelled from the previous school, the lack of compliance shall be recorded and discussed in the hearing required pursuant to subdivision (a).

(c) The governing board of a school district may make a determination to deny enrollment to an individual who has been expelled from another school district for an act other than those described in subdivision (a) or (c) of Section 48915, for the remainder of the expulsion period after a determination has been made, pursuant to a hearing, that the individual poses a potential danger to either the pupils or employees of the school district.

(d) The governing board of a school district, when making its determination whether to enroll an individual who has been expelled from another school district for these acts, may consider the following options:

(1) Deny enrollment.

(2) Permit enrollment.

(3) Permit conditional enrollment in a regular school program or another educational program.

(e) Notwithstanding any other provision of law, the governing board of a school district, after a determination has been made, pursuant to a hearing, that an individual expelled from another school district for an act other than those described in subdivision (a) or (c) of Section 48915 does not pose a danger to either the pupils or employees of the school district, shall permit the individual to enroll in a school in the school district during the term of the expulsion, provided that he or she, subsequent to the expulsion, either has established legal residence in the school district, pursuant to Section 48200, or has enrolled in the school pursuant to an interdistrict agreement executed between the affected school districts pursuant to Chapter 5 (commencing with Section 46600). (Added by Stats.1987, c. 942, § 2. Amended by Stats.1990, c. 1231 (A.B.3794), § 1; Stats.1991, c. 756 (A.B.675), § 25, eff. Oct. 9, 1991; Stats.1993, c. 1257 (S.B.1130), § 2.5; Stats.1996, c. 937 (A.B.2834), § 4, eff. Sept. 26, 1996.)

§ 48915.2. Expelled pupil; enrollment during and after period of expulsion

(a) A pupil expelled from school for any of the offenses listed in subdivision (a) or (c) of Section 48915, shall not be permitted to enroll in any other school or school district during the period of expulsion unless it is a county community school pursuant to subdivision (c) of Section 1981, or a juvenile court school, as described in Section 48645.1, or a community day school pursuant to Article 3 (commencing with Section 48660) of Chapter 4 of Part 27.

(b) After a determination has been made, pursuant to a hearing under Section 48918, that an individual expelled from another school district for any act described in subdivision (a) or (c) of Section 48915 does not pose a danger to either the pupils or employees of the school district, the governing board of a school district may permit the individual to enroll in the school district after the term of expulsion, subject to one of the following conditions:

(1) He or she has established legal residence in the school district, pursuant to Section 48200.

(2) He or she is enrolled in the school pursuant to an interdistrict agreement executed between the affected school districts pursuant to Chapter 5 (commencing with Section 46600) of Part 26. (Added by Stats.1993, c. 1257 (S.B.1130), § 3. Amended by Stats.1995, c. 972 (S.B. 966), § 9; Stats.1995, c. 974 (A.B.922), § 3.)

§ 48915.5. Suspension or expulsion of pupils with exceptional needs; schools; schoolbuses

(a) An individual with exceptional needs, as defined in Section 56026, may be suspended or expelled from school in accordance with subsection (k) of Section 1415 of Title 20 of the United States Code, the discipline provisions contained in Sections 300.519 through 300.529 of Title 34 of the Code of Federal Regulations, and other provisions of this part that do not conflict with federal law and regulations.

(b) A free appropriate public education for individuals with exceptional needs suspended or expelled from school shall be in accordance with paragraph (1) of subsection (a) of Section 1412 of Title 20 of the United States Code and subsection (d) of Section 300.121 of Title 34 of the Code of Federal Regulations.

(c) If an individual with exceptional needs is excluded from schoolbus transportation, the pupil is entitled to be provided with an alternative form of transportation at no cost to the pupil or parent or guardian provided that transportation is specified in the pupil's individualized education program. (Added by Stats.2002, c. 492 (A.B.1859), § 5.)

§ 48916. Expulsion orders; readmission date; rehabilitation plan

(a) An expulsion order shall remain in effect until the governing board, in the manner prescribed in this article, orders the readmission of a pupil. At the time an expulsion of a pupil is ordered for an act other than those described in subdivision (c) of Section 48915, the governing board shall set a date, not later than the last day of the semester following the semester in which the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district or to the school the pupil last attended. If an expulsion is ordered during summer session or the intersession period of a year-round program the governing board shall set a date, not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district or to the school the pupil last attended. For a pupil who has been expelled pursuant to subdivision (c) of Section 48915, the governing board shall set a date of one year from the date the expulsion occurred,

when the pupil shall be reviewed for readmission to a school maintained by the district, except that the governing board may set an earlier date for readmission on a case-by-case basis.

(b) The governing board shall recommend a plan of rehabilitation for the pupil at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

(c) The governing board of each school district shall adopt rules and regulations establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, the governing board shall readmit the pupil, unless the governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other pupils or employees of the school district. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered.

(d) If the governing board denies the readmission of an expelled pupil pursuant to subdivision (c), the governing board shall make a determination either to continue the placement of the pupil in the alternative educational program initially selected for the pupil during the period of the expulsion order or to place the pupil in another program that may include, but need not be limited to, serving expelled pupils, including placement in a county community school.

(e) The governing board shall provide written notice to the expelled pupil and the pupil's parent or guardian describing the reasons for denying the pupil readmittance into the regular school district program. The written notice shall also include the determination of the educational program for the expelled pupil pursuant to subdivision (d). The expelled pupil shall enroll in that educational program unless the parent or guardian of the pupil elects to enroll the pupil in another school district. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1992, c. 152 (A.B.3362), § 1; Stats.1995, c. 972 (S.B.966), § 12; Stats. 1995 c. 973 (A.B.49), § 1; Stats.1995, c. 974 (A.B.922), § 5; Stats.2003, c. 552 (A.B.300), § 22.)

§ 48916.1. Educational program requirements for expelled students

(a) At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of Section 48915, the governing board of a school district is required to implement the provisions of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

(b) Notwithstanding any other provision of law, any educational program provided pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.

(c) Any educational program provided pursuant to subdivision (b) may not be situated within or on the grounds of the school from which the pupil was expelled.

(d) If the pupil who is subject to the expulsion order was expelled from any of kindergarten or grades 1 to 6, inclusive, the educational program provided pursuant to subdivision (b) may not be combined or merged with educational programs offered to pupils in any of grades 7 to 12, inclusive. The district or county program is the only program required to be provided to expelled

pupils as determined by the governing board of the school district. This subdivision, as it relates to the separation of pupils by grade levels, does not apply to community day schools offering instruction in any of kindergarten and grades 1 to 8, inclusive, and established in accordance with Section 48660.

(e)(1) Each school district shall maintain * * * the following data:

- (A) The number of pupils recommended for expulsion.
- (B) The grounds for each recommended expulsion.
- (C) Whether the pupil was subsequently expelled.
- (D) Whether the expulsion order was suspended.
- (E) The type of referral made after the expulsion.
- (F) The disposition of the pupil after the end of the period of expulsion.

(2) * * * The Superintendent may require a school district to report this data as part of the coordinated compliance review. If a school district does not report outcome data as required by this subdivision, the Superintendent may not apportion any further money to the school district pursuant to Section 48664 until the school district is in compliance with this subdivision. Before withholding the apportionment of funds to a school district pursuant to this subdivision, the Superintendent shall give written notice to the governing board of the school district that the school district has failed to report the data required by paragraph (1) and that the school district has 30 calendar days from the date of the written notice of noncompliance to report the requested data and thereby avoid the withholding of the apportionment of funds.

(f) If the county superintendent of schools is unable for any reason to serve the expelled pupils of a school district within the county, the governing board of that school district may enter into an agreement with a county superintendent of schools in another county to provide education services for the district's expelled pupils. (Added by Stats.1995, c. 974 (A.B.922), § 6. Amended by Stats.1996, c. 937 (A.B.2834), § 5, eff. Sept. 26, 1996; Stats.1999, c. 646 (A.B.1600), § 26; Stats.2005, c. 69 (A.B.110), § 3.)

§ 48916.5. Expulsion relating to controlled substances or alcohol; enrollment in drug rehabilitation program

The governing board may require a pupil who is expelled from school for reasons relating to controlled substances, as defined in Sections 11054 to 11058, inclusive, of the Health and Safety Code, or alcohol, prior to returning to school to enroll in a county-supported drug rehabilitation program. No pupil shall be required to enroll in a rehabilitation program pursuant to this section without the consent of his or her parent or guardian. (Added by Stats.1988, c. 50, § 1.)

§ 48917. Suspension of order to expel; rehabilitation program; expungement of records; filing of appeal

(a) The governing board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the governing board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

(b) The governing board shall apply the criteria for suspending the enforcement of the expulsion order equally to all pupils, including individuals with exceptional needs as defined in Section

(c) During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status.

(d) The governing board may revoke the suspension of an expulsion order under this section if the pupil commits any of the acts enumerated in Section 48900 or violates any of the district's rules and regulations governing pupil conduct. When the governing board revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order.

(e) Upon satisfactory completion of the rehabilitation assignment of a pupil, the governing board shall reinstate the pupil in a school of the district and may also order the expungement of any or all records of the expulsion proceedings.

(f) A decision of the governing board to suspend an expulsion order does not affect the time period and requirements for the filing of an appeal of the expulsion order with the county board of education required under Section 48919. Any appeal shall be filed within 30 days of the original vote of the governing board. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1990, c. 1234 (A.B.3880), § 4; Stats.1995, c. 95 (A.B.620), § 1.)

§ 48918. Rules governing expulsion procedures; hearings; notice; decision in absence of request for postponement

The governing board of each school district shall establish rules and regulations governing procedures for the expulsion of pupils. These procedures shall include, but are not necessarily limited to, all of the following:

(a) The pupil shall be entitled to a hearing to determine whether the pupil should be expelled. An expulsion hearing shall be held within 30 schooldays after the date the principal or the superintendent of schools determines that the pupil has committed any of the acts enumerated in Section 48900, unless the pupil requests, in writing, that the hearing be postponed. The adopted rules and regulations shall specify that the pupil is entitled to at least one postponement of an expulsion hearing, for a period of not more than 30 calendar days. Any additional postponement may be granted at the discretion of the governing board.

Within 10 schooldays after the conclusion of the hearing, the governing board shall decide whether to expel the pupil, unless the pupil requests in writing that the decision be postponed. If the hearing is held by a hearing officer or an administrative panel, or if the district governing board does not meet on a weekly basis, the governing board shall decide whether to expel the pupil within 40 schooldays after the date of the pupil's removal from his or her school of attendance for the incident for which the recommendation for expulsion is made by the principal or the superintendent, unless the pupil requests in writing that the decision be postponed.

If compliance by the governing board with the time requirements for the conducting of an expulsion hearing under this subdivision is impracticable during the regular school year, the superintendent of schools or the superintendent's designee may, for good cause, extend the time period for the holding of the expulsion hearing for an additional five schooldays. If compliance by the governing board with the time requirements for the conducting of an expulsion hearing under this subdivision is impracticable due to a summer recess of governing board meetings of more than two weeks, the days during the recess period shall not be counted as schooldays in meeting the time requirements. The days not counted as schooldays in meeting the time requirements for an expulsion hearing because of a summer recess of governing board meetings shall not exceed 20 schooldays, as defined in subdivision (c) of Section 48925, and unless the pupil requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of school for the school year. Reasons for the extension

at the time the expulsion hearing is conducted. Upon the commencement of the hearing, all matters shall be pursued and conducted with reasonable diligence and shall be concluded without any unnecessary delay.

(b) Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days prior to the date of the hearing. The notice shall include all of the following:

- (1) The date and place of the hearing.
- (2) A statement of the specific facts and charges upon which the proposed expulsion is based.
- (3) A copy of the disciplinary rules of the district that relate to the alleged violation.
- (4) A notice of the parent, guardian, or pupil's obligation pursuant to subdivision (b) of Section 48915.1.
- (5) Notice of the opportunity for the pupil or the pupil's parent or guardian to appear in person or to be represented by legal counsel or by a nonattorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses. In a hearing in which a pupil is alleged to have committed or attempted to commit a sexual assault as specified in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall be given five days' notice before being called to testify, and shall be entitled to have up to two adult support persons, including, but not limited to, a parent, guardian, or legal counsel, present during their testimony. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential. Nothing in this subdivision shall preclude the person presiding over an expulsion hearing from removing a support person whom the presiding person finds is disrupting the hearing. If one or both of the support persons is also a witness, the provisions of Section 868.5 of the Penal Code shall be followed for the hearing. This section does not require a pupil or the pupil's parent or guardian to be represented by legal counsel or by a nonattorney adviser at the hearing.

(A) For purposes of this section, "legal counsel" means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

(B) For purposes of this section, "nonattorney advisor" means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the pupil or pupil's parent or guardian to provide assistance at the hearing.

(c) Notwithstanding Section 54593 of the Government Code and Section 35145, the governing board shall conduct a hearing to consider the expulsion of a pupil in a session closed to the public, unless the pupil requests, in writing, at least five days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the governing board may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled.

If the governing board or the hearing officer or administrative panel appointed under subdivision (d) to conduct the hearing admits any other person to a closed deliberation session, the parent or guardian of the pupil, the pupil, and the counsel of the pupil also shall be allowed to attend the closed deliberations.

If the hearing is to be conducted at a public meeting, and there is a charge of committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public when testifying at a public meeting would threaten serious psychological harm to the

complaining witness and there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

(d) Instead of conducting an expulsion hearing itself, the governing board may contract with the county hearing officer, or with the Office of Administrative Hearings of the State of California pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Division 2 of Title 3 of the Government Code and Section 35207, for a hearing officer to conduct the hearing. The governing board may also appoint an impartial administrative panel of three or more certificated persons, none of whom is a member of the board or employed on the staff of the school in which the pupil is enrolled. The hearing shall be conducted in accordance with all of the procedures established under this section.

(e) Within three schooldays after the hearing, the hearing officer or administrative panel shall determine whether to recommend the expulsion of the pupil to the governing board. If the hearing officer or administrative panel decides not to recommend expulsion, the expulsion proceedings shall be terminated and the pupil immediately shall be reinstated and permitted to return to a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs. Placement in one or more of these programs shall be made by the superintendent of schools or the superintendent's designee after consultation with school district personnel, including the pupil's teachers, and the pupil's parent or guardian. The decision not to recommend expulsion shall be final.

(f) If the hearing officer or administrative panel recommends expulsion, findings of fact in support of the recommendation shall be prepared and submitted to the governing board. All findings of fact and recommendations shall be based solely on the evidence adduced at the hearing. If the governing board accepts the recommendation calling for expulsion, acceptance shall be based either upon a review of the findings of fact and recommendations submitted by the hearing officer or panel or upon the results of any supplementary hearing conducted pursuant to this section that the governing board may order.

The decision of the governing board to expel a pupil shall be based upon substantial evidence relevant to the charges adduced at the expulsion hearing or hearings. Except as provided in this section, no evidence to expel shall be based solely upon hearsay evidence. The governing board or the hearing officer or administrative panel may, upon a finding that good cause exists, determine that the disclosure of either the identity of a witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the governing board or the hearing officer or administrative panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

(g) A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.

(h) Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the governing board to expel shall be supported by substantial evidence showing that the pupil committed any of the acts enumerated in Section 48900.

In hearings which include an allegation of committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900, evidence of specific instances, of a complaining witness' prior sexual conduct is to be presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before the person conducting the hearing makes the determination on whether extraordinary circumstances exist requiring that specific instances of a complaining witness' prior sexual conduct be heard, the complaining witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

(i)(1) Before the hearing has commenced, the governing board may issue subpoenas at the request of either the superintendent of schools or the superintendent's designee or the pupil, for the personal appearance of percipient witnesses at the hearing. After the hearing has commenced, the governing board or the hearing officer or administrative panel may, upon request of either the county superintendent of schools or the superintendent's designee or the pupil, issue subpoenas. All subpoenas shall be issued in accordance with Sections 1985, 1985.1, and 1985.2 of the Code of Civil Procedure. Enforcement of subpoenas shall be done in accordance with Section 11455.20 of the Government Code.

(2) Any objection raised by the superintendent of schools or the superintendent's designee or the pupil to the issuance of subpoenas may be considered by the governing board in closed session, or in open session, if so requested by the pupil before the meeting. Any decision by the governing board in response to an objection to the issuance of subpoenas shall be final and binding.

(3) If the governing board, hearing officer, or administrative panel determines, in accordance with subdivision (f), that a percipient witness would be subject to an unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as provided for in subdivision (f).

(4) Service of process shall be extended to all parts of the state and shall be served in accordance with Section 1987 of the Code of Civil Procedure. All witnesses appearing pursuant to subpoena, other than the parties or officers or employees of the state or any political subdivision thereof, shall receive fees, and all witnesses appearing pursuant to subpoena, except the parties, shall receive mileage in the same amount and under the same circumstances as prescribed for witnesses in civil actions in a superior court. Fees and mileage shall be paid by the party at whose request the witness is subpoenaed.

(j) Whether an expulsion hearing is conducted by the governing board or before a hearing officer or administrative panel, final action to expel a pupil shall be taken only by the governing board in a public session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation shall be sent by the superintendent of schools or his or her designee to the pupil or the pupil's parent or guardian and shall be accompanied by all of the following:

(1) Notice of the right to appeal the expulsion to the county board of education.

(2) Notice of the education alternative placement to be provided to the pupil during the time of expulsion.

(3) Notice of the obligation of the parent, guardian, or pupil under subdivision (b) of Section 48915.1, upon the pupil's enroll-

ment in a new school district, to inform that district of the pupil's expulsion.

(k) The governing board shall maintain a record of each expulsion, including the cause therefor. Records of expulsions shall be a nonprivileged, disclosable public record.

The expulsion order and the causes therefor shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1984, c. 482, § 13.5, eff. July 17, 1984; Stats.1984, c. 622, § 1; Stats.1988, c. 641, § 1; Stats.1990, c. 1231 (A.B.3794), § 2; Stats.1994, c. 146 (A.B.3601), § 32; Stats.1995, c. 937 (A.B.618), § 1; Stats.1995, c. 972, (S.B.966), § 13; Stats.1995, c. 974 (A.B.922), § 7.5; Stats.1996, c. 915 (A.B.692), § 5; Stats.1998, c. 489 (S.B.1427), § 1; Stats.1999, c. 332 (A.B.588), § 1; Stats.2003, c. 552 (A.B.500), § 23.)

§ 48918.5. Expulsion hearings; district rules and regulations; required elements

In expulsion hearings involving allegations brought pursuant to subdivision (n) of Section 48900, the governing board of each school district shall establish rules and regulations governing procedures. The procedures shall include, but are not limited to, all of the following:

(a) At the time that the expulsion hearing is recommended, the complaining witness shall be provided with a copy of the applicable disciplinary rules and advised of his or her right to: (1) receive five days' notice of the complaining witness's scheduled testimony at the hearing, (2) have up to two adult support persons of his or her choosing, present in the hearing at the time he or she testifies; and (3) to have the hearing closed during the time they testify pursuant to subdivision (c) of Section 48918.

(b) An expulsion hearing may be postponed for one schoolday in order to accommodate the special physical, mental, or emotional needs of a pupil who is the complaining witness where the allegations arise under subdivision (n) of Section 48900.

(c) The district shall provide a nonthreatening environment for a complaining witness in order to better enable them to speak freely and accurately of the experiences that are the subject of the expulsion hearing, and to prevent discouragement of complaints. Each school district shall provide a room separate from the hearing room for the use of the complaining witness prior to and during breaks in testimony. In the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he or she may leave the hearing room. The person conducting the hearing may arrange the seating within the hearing room of those present in order to facilitate a less intimidating environment for the complaining witness. The person conducting the hearing may limit the time for taking the testimony of a complaining witness to the hours he or she is normally in school, if there is no good cause to take the testimony during other hours. The person conducting the hearing may permit one of the complaining witness's support persons to accompany him or her to the witness stand.

(d) Whenever any allegation is made of conduct violative of subdivision (n) of Section 48900, complaining witnesses and accused pupils are to be advised immediately to refrain from personal or telephonic contact with each other during the pendency of any expulsion process. (Added by Stats.1996, c. 915 (A.B.692), § 6.)

§ 48918.6. Expulsion hearing; testimony of pupil witnesses privileged

In addition to any other immunity that may exist, any testimony provided by a pupil witness in an expulsion hearing conducted

pursuant to this article is expressly deemed to be a communication protected by subdivision (b) of Section 47 of the Civil Code. (Added by Stats.2002, c. 136 (A.B.1317), § 1.)

§ 48919. Expulsion appeals to county board of education

If a pupil is expelled from school, the pupil or the pupil's parent or guardian may, within 30 days following the decision of the governing board to expel, file an appeal to the county board of education which shall hold a hearing thereon and render its decision.

The county board of education, or in a class 1 or class 2 county a hearing officer or impartial administrative panel, shall hold the hearing within 20 schooldays following the filing of a formal request under this section. If the county board of education hears the appeal without a hearing conducted pursuant to Section 48919.5, then the board shall render a decision within three schooldays of the hearing conducted pursuant to Section 48920, unless the pupil requests a postponement.

The period within which an appeal is to be filed shall be determined from the date a governing board votes to expel even if enforcement of the expulsion action is suspended and the pupil is placed on probation pursuant to Section 48917. A pupil who fails to appeal the original action of the board within the prescribed time may not subsequently appeal a decision of the board to revoke probation and impose the original order of expulsion.

The county board of education shall adopt rules and regulations establishing procedures for expulsion appeals conducted under this section. If the county board of education in a class 1 or class 2 county elects to use the procedures in Section 48919.5, then the board shall adopt rules and regulations establishing procedures for expulsion appeals conducted under Section 48919.5. The adopted rules and regulations shall include, but need not be limited to, the requirements for filing a notice of appeal, the setting of a hearing date, the furnishing of notice to the pupil and the governing board regarding the appeal, the furnishing of a copy of the expulsion hearing record to the county board of education, procedures for the conduct of the hearing, and the preservation of the record of the appeal.

The pupil shall submit a written request for a copy of the written transcripts and supporting documents from the school district simultaneously with the filing of the notice of appeal with the county board of education. The school district shall provide the pupil with the transcripts, supporting documents, and records within 10 schooldays following the pupil's written request. Upon receipt of the records, the pupil shall immediately file suitable copies of these records with the county board of education. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.1997, c. 417 (A.B.259), § 2; Stats.2000, c. 147 (A.B.1721), § 1.)

§ 48919.5. Expulsion appeals; hearing officer or impartial administrative panel

(a) A county board of education in a class 1 or class 2 county may have a hearing officer pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Title 3 of the Government Code, or an impartial administrative panel of three or more certificated persons appointed by the county board of education, hear appeals filed pursuant to Section 48919. The members of the impartial administrative panel shall not be members of the governing board of the school district nor employees of the school district, from which the pupil filing the appeal was expelled. Neither the hearing officer, nor any member of the administrative panel, hearing a pupil's appeal shall have been the hearing officer or a member of the administrative panel that conducted the pupil's expulsion hearing.

(b) A hearing conducted pursuant to this section shall not issue a final order of the county board. The hearing officer or impartial

administrative panel shall prepare a recommended decision, including any findings or conclusions required for that decision, and shall submit that recommendation and the record to the county board of education within three schooldays of hearing the appeal.

(c) Sections 48919, 48920, 48921, 48922, 48923, and 48925 are applicable to a hearing conducted pursuant to this section.

(d) Within 10 schooldays of receiving the recommended decision and record from the hearing officer or the impartial administrative panel, the county board of education shall review the recommended decision and record and render a final order of the board.

(e) For purposes of this article, the following definitions shall apply:

(1) "Countywide ADA" means the aggregate number of annual units of regular average daily attendance for the fiscal year in all school districts within the county.

(2) "Class 1 county" means a county with 1994/95 countywide ADA of more than 500,000.

(3) "Class 2 county" means a county with 1994/95 countywide ADA of at least 180,000 but less than 500,000. (Added by Stats.1997, c. 417 (A.B.259), § 3.)

§ 48920. County board; manner of hearing expulsion appeal

Notwithstanding the provisions of Section 54950 of the Government Code and Section 35145 of this code, the county board of education shall hear an appeal of an expulsion order in closed session, unless the pupil requests, in writing, at least five days prior to the date of the hearing, that the hearing be conducted in a public meeting. Upon the timely submission of a request for a public meeting, the county board of education shall be required to honor the request. Whether the hearing is conducted in closed or public session, the county board may meet in closed session for the purpose of deliberations. If the county board admits any representative of the pupil or the school district, the board shall, at the same time, admit representatives from the opposing party. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983.)

§ 48921. Expulsion appeals to county board; transcripts

The county board of education shall determine the appeal from a pupil expulsion upon the record of the hearing before the district governing board, together with such applicable documentation or regulations as may be ordered. No evidence other than that contained in the record of the proceedings of the school board may be heard unless a de novo proceeding is granted as provided in Section 48923.

It shall be the responsibility of the pupil to submit a written transcription for review by the county board. The cost of the transcript shall be borne by the pupil except in either of the following situations:

(1) Where the pupil's parent or guardian certifies to the school district that he or she cannot reasonably afford the cost of the transcript because of limited income or exceptional necessary expenses, or both.

(2) In a case in which the county board reverses the decision of the local governing board, the county board shall require that the local board reimburse the pupil for the cost of such transcription. (Added by Stats.1983, c. 498, § 91, eff. July 28, 1983.)

§ 48922. County board; scope of review

(a) The review by the county board of education of the decision of the governing board shall be limited to the following questions:

(1) Whether the governing board acted without or in excess of its jurisdiction.

(2) Whether there was a fair hearing before the governing board.

(3) Whether there was a prejudicial abuse of discretion in the hearing.

(4) Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the governing board.

(b) As used in this section, a proceeding without or in excess of jurisdiction includes, but is not limited to, a situation where an expulsion hearing is not commenced within the time periods prescribed by this article, a situation where an expulsion order is not based upon the acts enumerated in Section 48900, or a situation involving acts not related to school activity or attendance.

(c) For purposes of this section, an abuse of discretion is established in any of the following situations:

(1) If school officials have not met the procedural requirements of this article.

(2) If the decision to expel a pupil is not supported by the findings prescribed by Section 48915.

(3) If the findings are not supported by the evidence.

A county board of education may not reverse the decision of a governing board to expel a pupil based upon a finding of an abuse of discretion unless the county board of education also determines that the abuse of discretion was prejudicial. (*Added by Stats.1983, c. 498, § 91, eff. July 28, 1983.*)

§ 48923. Decision of county board; remand; affirmance or reversal

The decision of the county board shall be limited as follows:

(a) If the county board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the governing board, it may do either of the following:

(1) Remand the matter to the governing board for reconsideration and may in addition order the pupil reinstated pending the reconsideration.

(2) Grant a hearing de novo upon reasonable notice thereof to the pupil and to the governing board. The hearing shall be conducted in conformance with the rules and regulations adopted by the county board under Section 48919.

(b) If the county board determines that the decision of the governing board is not supported by the findings required to be made by Section 48915, but evidence supporting the required findings exists in the record of the proceedings, the county board shall remand the matter to the governing board for adoption of the required findings. This remand for the adoption and inclusion of the required findings shall not result in an additional hearing pursuant to Section 48918, except that final action to expel the pupil based on the revised findings of fact shall meet all requirements of subdivisions (j) and (k) of Section 48918.

(c) In all other cases, the county board shall enter an order either affirming or reversing the decision of the governing board. In any case in which the county board enters a decision reversing the local board, the county board may direct the local board to expunge the record of the pupil and the records of the district of any references to the expulsion action and the expulsion shall be deemed not to have occurred. (*Added by Stats.1983, c. 498, § 91, eff. July 28, 1983. Amended by Stats.2000, c. 147 (A.B.1721), § 2.*)

§ 48924. Finality of county board decision

The decision of the county board of education shall be final and binding upon the pupil and upon the governing board of the school district. The pupil and the governing board shall be

notified of the final order of the county board, in writing, either by personal service or by certified mail. The order shall become final when rendered. (*Added by Stats.1983, c. 498, § 91, eff. July 28, 1983.*)

§ 48925. Definitions

As used in this article:

(a) "Day" means a calendar day unless otherwise specifically provided.

(b) "Expulsion" means removal of a pupil from (1) the immediate supervision and control, or (2) the general supervision, of school personnel, as those terms are used in Section 46300.

(c) "School day" means a day upon which the schools of the district are in session or weekdays during the summer recess.

(d) "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean any of the following:

(1) Reassignment to another education program or class at the same school where the pupil will receive continuing instruction for the length of day prescribed by the governing board for pupils of the same grade level.

(2) Referral to a certificated employee designated by the principal to advise pupils.

(3) Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the pupil to the principal or the principal's designee as provided in Section 48910. Removal from a particular class shall not occur more than once every five schooldays.

(e) "Pupil" includes a pupil's parent or guardian or legal counsel. (*Added by Stats.1983, c. 498, § 91, eff. July 28, 1983.*)

§ 48926. County plans for provision of educational services to expelled pupils

Each county superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter. (*Added by Stats.1995, c. 974 (A.B.922), § 8.*)

§ 48927. State special schools; definitions; protection of procedural process rights

(a) This chapter shall also apply to pupils attending the California School for the Blind and the two California Schools for the Deaf, which shall be referred to as the "state special schools."

(b) Because the state special schools have a governance structure different from that of school districts, for the purposes of this section the following definitions shall apply:

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APPENDIX C
TEACHING CALENDARS

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AREA 2017-2018

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

7/4 Fourth of July

AUGUST				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
★21	■22	■23	✦24	✦25
✦28	29	30	31	

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

9/4 Labor Day

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

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

11/10 Veteran's Day

11/23 Thanksgiving Day

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

12/25 Christmas Day

■	Legal Holiday
○	Local Holiday
*	Students Not In Attendance
✦	Starting/Ending Dates for Students

Board Approved: 8/10/17

JANUARY				
M	T	W	TH	F
1	2*	3*	4*	5*
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
■29	30	31		

1/1 New Year's Day

1/15 MLK

FEBRUARY				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20*	21*	22*	23
26	27	28		

2/19 President's Day

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

3/30 Cesar Chavez

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

4/2 - 4/6 Spring Break

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

5/28 Memorial Day

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

✦	Mandatory Teacher Work Days
■	Teacher Professional Development Days
180	Student Instructional Days
185	Teacher Work Days
★	New Teacher Institute



Alum Rock Union Elementary School District 2017 - 2018 Instructional Calendar



July						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

7/4 Independence Day

August						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

8/21 New Teacher Orientation

8/22, 8/23 Teacher PD Days

8/24, 8/25 Teacher Prep Days

8/28 First Day of School

November						
Su	M	Tu	W	Th	F	S
						4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

11/10 Veteran's Day Observed

11/22-11/24 Thanksgiving Break

11/24 Non-student Day

March						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

3/30 Cesar Chavez Day

April						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

4/2 - 4/6 Spring Break

4/8 Easter

4/10 End of Third Quarter

LEGAL/LOCAL HOLIDAYS

ELEM. & M.S. MINIMUM INSTRUCTIONAL DAYS: See back of page

8/21

8/24

8/25

6/14

NON STUDENT DAYS

ELEM. & M.S. MINIMUM INSTRUCTIONAL DAYS: See back of page

NEW TEACHER ORIENTATION: 8/21

MANDATORY TEACHER WORKDAYS 8/24 8/25

STARTING/ENDING DATES OF SCHOOL 8/28 6/14

Elementary Schools:

K-5 Progress Reports sent home to parents who did not attend conferences: 11/6

K-5 Progress Reports for "At-Risk" students only go home: 4/17

K-5 Standards-based Report Cards go home: 1/22, 6/14

TBD: AREA General Meeting Minimum Day

September						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

9/4 Labor Day

October						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

10/26 End of First Quarter

January						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1/1 - 1/5 Holiday Break

1/15 Martin Luther King Day

1/22 End of Second Quarter

1/29 Teacher PD Day

February						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

2/19-23 Presidents' Day/Winter Break

2/20-22 Non-student Days

May						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

5/28 Memorial Day

June						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

6/11, 12, 13 Minimum Days

6/13 End of Fourth Quarter

6/14 Last Day of School

End of Quarters

NON STUDENT DAYS/TEACHER PD DAYS

8/22, 8/23, 1/29

Middle Schools:

6-8 Report Card grades & ELD Progress Reports to be electronically filed 11/6,

1/22, 4/17, 6/14

Conferences:

Middle & Elementary Schools: 10/27, 10/30, 10/31, 11/1, 11/3

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APPENDIX D
SIDE LETTERS/ADDENDUMS

7-23-15
sol
HB
7/23/15

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALUM ROCK EDUCATORS ASSOCIATION
AND
THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

EXTENDED DAY KINDERGARTEN

K-3 CLASS SIZE OVERAGE PAYMENTS**

Extended Day Kindergarten

For the 2015-2016 school year only, all Kindergarten teachers shall participate in Extended Day Kindergarten. The following articles of the Collective Bargaining Agreement shall be altered for the 2015-2016 school year only.

9.3 The length of time for student instruction shall be:

Kindergarten 260 Minutes

9.3.1.1 Kindergarten teachers shall receive two (2) hours of instructional assistance every day during their students' instructional time in lieu of working and receiving assistance at least sixty (60) minutes per day by a credentialed teacher.

The two (2) hours of instructional assistance shall begin on the first day of instruction. Any Kindergarten teacher who does not receive two (2) hours of instructional assistance on any instructional day shall receive fifty dollars (\$50.00) per day of missed assistance beginning on the first day of instruction.

Kindergarten students begin school at the same time as other grade levels.

Kindergarten teachers shall receive preparation time from their students' dismissal until the end of the work day.

The District shall provide each Kindergarten classroom with the supplemental materials that are currently provided by the District in existing Kindergarten classrooms.

7-23-15
SBL
AB

K-3 Class Size Overage Payments

The following article of the Collective Bargaining Agreement shall be altered for the 2015-2016 school year only.

10.1 For the 2015-2016 school year only, any unit member who teaches K-3 and whose class size exceeds 24 shall be paid overages according to Article 10.1.1. Excess student overages shall be limited to two (2) students over the 24.

Article 10, "Class Size", of the 2014-2017 Collective Bargaining Agreement, shall be reopened by February 1, 2016, for negotiations for the 2016-2017 school year.

Any language not specified in this MOU, shall remain status quo for all unit members.

This MOU, which contains terms which are included in the successor 2014-2017 Collective Bargaining Agreement as provided herein, is subject to AB 1200 review by the County Office of Education and sunshining and ratification by the Governing Board of the District in accordance with the EERA.

This language of this MOU shall be incorporated into the printing of the 2014-2017 Collective Bargaining Agreement.

Jocelyn Mery 7/23/15
Jocelyn Mery, AREA President Date

Hilaria Bauer 7/23/15
Hilaria Bauer, Ph.D, Superintendent Date

gbm

District COUNTER-PROPOSAL
November 15, 2012

**MEMORANDUM OF UNDERSTANDING RE:
COLLABORATIVE MEASURES**

The parties agree that for the 2012-2013 and 2013-2014 school years the District and AREA will work collaboratively towards:

Establishing a task force and/or committee comprised of District representatives and AREA representatives and other District employee stakeholder groups for the purpose of identifying shared interests in the areas of employee benefits and to examine means and methods of reducing the District's and employees' benefits costs and prudent measures necessary to move the District from a qualified budget certification to a positive budget certification; and

Meeting the challenge of declining enrollment caused by the programmatic impact of charter schools.

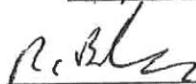
Representation on the task force by AREA and other stakeholder employee groups shall be proportional based on the number of members in each respective unit or group; AREA shall select its representative(s).

Alum Rock Educators Association

Alum Rock Union Elementary School District

Date: 11/15, 2012

Date: 11/15, 2012

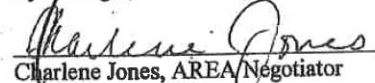

Randy Barber, AREA Negotiator


Stephen Fiss, Interim Superintendent


Jocelyn Merz, AREA Negotiator

Linda Latasa, Interim Assistant Superintendent


Ryan Jaeger, AREA Negotiator


Charlene Jones, AREA Negotiator


Seyen Loeffler, AREA Negotiator

SETTLEMENT AGREEMENT OF GRIEVANCE #027

June 6, 2002

As a result of the resolution to Grievance #027 reached between the ARUESD and AREA pertaining to Start Time, the parties agree that teachers shall be with their students at the time the beginning of day bell rings. This means that, for example, if students are assembled at the blacktop as part of the morning routine, teachers will be physically with their students ready to proceed to class at the time the bell rings. Further, both parties agree that a warning bell would be helpful in preparation for a smooth opening.

District

AREA

Quarash Quardo

Carol Glauk

Date 6/6/02

Date 6/6/02

June 10, 2002

Assistant Superintendent
Human Resources
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA. 95127

Dear Dr. Aurora Quevedo,

The Alum Rock Education Association wishes to thank you for your efforts on Thursday and Friday of last week to resolve the two grievances, Kindergarten Supervision (032) and Start of School (027). I have contacted the American Arbitration Association and withdrawn AREA's request to arbitrate these two issues. Carol will be notifying the AREA Representative Council of the settlement agreement between the parties regarding the Start of School, and she will also notify them that AREA has withdrawn the grievance, number 032, Kindergarten Supervision. She will also inform Kindergarten teachers that we discovered, through the settlement process, that the perception that recess duty is in addition to other supervision duty is erroneous. In fact, recess is part of the total 200 instructional minutes for students, contributes to the physical education requirement by the state for Kindergarten classes, and therefore must be supervised by the teachers. Recess does not count toward the total minutes of supervision duty completed by the Kindergarten teachers. With this, AREA was able to ascertain that Kindergarten teachers are not completing more supervision duty than other teachers on their campuses.

Sincerely,

Lisa Vieler
Executive Director
Mt. Hamilton UniServ, CTA/NEA

cc: Carol Glaush, AREA President
AREA Executive Board
Dr. Russo, Interim Superintendent

BETWEEN
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
AND
ALUM ROCK EDUCATORS' ASSOCIATION
SPECIAL UNITS AGREEMENT

It is agreed by both parties that the following special units, as defined by AREA Contract 14.22, are declared for the 1992/93 school year and shall remain in effect for the 93/94 school year, unless changes are requested by either party:

Speech Therapists and SDL/A
Psychologists
Counselors
Librarians
Nurses
SDC/LH
SDC/SH
RSP
Program Specialists *
Hearing Impaired
Adapted P.E.
Visually Handicapped

* In the event that there is a reduction in Program Specialist FTE, the reduction will be based on the hire date as a Program Specialist. In the event of layoff, Program Specialist(s) will return to the special unit into which they were initially hired. If Program Specialist(s) were not initially hired into another special unit, Program Specialist(s) will pre-elect the special unit to return to based on the individual's valid credential(s) and experience.

Agreed on this date of 2/24/93

District Representatives:

Stephen Fin
Richard M. Wachs
Gene L. Jones
William E. Harris

AREA Representatives

Daniel Hernandez
Carol M. Hask
Carol Lynn Thomas
Paula L. Hask

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Alum Rock Union Elementary School District, Alum Rock Educators Association (AREA), California School Employees Association (CSEA) Chapter #305, and Teamsters Local #911, have reached an agreement regarding the employee and employer contribution to the Social Security Alternative Plan, Plan 403 (B) for employees who are not active members of the State Teacher's Retirement System or the Public Employees Retirement System.

The employee contribution shall be 3.75% (percent) and the employer contribution shall be 3.75% (percent). The combinations of contributions shall be 7.5% (percent). This clause shall be added to the individual contracts of AREA, CSEA, and Teamsters.

The RESOLUTION which was passed and adopted by the Board of Trustees on June 19, 1991, shall reflect the amount 3.75% (percent) of compensation in Item 1 and Item 2.

Agreed to on July 1, 1991 and signed on July 10, 1991 by:

For AREA

Carol A. Glauish
David Hernandez

For CSEA

Deane J. Wilkerson
Frankie L. Malone
Carol D. Adams

For Teamsters

Tim Conarty

For the District

Larry Price
Richard Regis

RA:lr

ADDENDUM TO THE CONTRACT
BETWEEN
ALUM ROCK EDUCATORS ASSOCIATION
AND THE
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
KINDERGARTEN CLASS SIZE REDUCTION PROGRAM
February 10, 1998

Preamble: Unless specifically addressed by this document, all sections of the current contract shall apply:

1. All 20:1 shall be deemed as newly created positions and shall conform to the requirements of Article 14.3 of the contract. Existing bargaining unit members assigned to Kindergarten shall be considered assigned to an Option 2, 20:1 Program for the 1997-98 school year.
2. All newly created positions shall have a common posting date with a common closing date.
3. As of the February 13, 1998, the District shall not exceed the maximum class size for Kindergarten for the remainder of the 1997-98 school year.
4. The District shall provide assistance necessary to move classroom material for any employee affected by the 20:1 program.

For the 1998-99 school year, the District shall provide \$400 for materials to each employee transferring or hired into the newly created Kindergarten positions.

A task force of three kindergarten teachers and two administrators shall be established to develop a list of grade appropriate equipment and materials prior to May 1. In addition to a standard furnished classroom, the District shall provide all new Kindergarten classrooms with special learning equipment and/or materials, that are necessary to run the Kindergarten program.

5. Kindergarten teachers serving a kindergarten classroom, beginning February 13, 1998, through June 12, 1998, shall work 100 minutes of their Professional Development time in instructional activities with Kindergarten students according to a mutually agreed daily schedule set by the teachers. A copy of this schedule will be shared with the site administrator.
6. The site administrator shall supply specific indoor areas that are quiet, accessible, appropriate and have adequate storage space for all employees.
7. Program implementation will begin February 13, 1998.

8. Kindergarten teachers implementing the Option 2, 20:1 Program effective February 13, 1998 through June 12, 1998 shall receive a \$1,500 stipend for services rendered or prorated for days served, compensation for teaching an additional forty minutes per day during their professional development time. The stipend shall be paid July 10, 1998.
9. All Kindergarten classes shall become Option 1 classrooms at the beginning of the 1998-99 school year provided:
 1. A classroom of at least 960 sq. ft. is made available.
 2. Any new relocatable for Kindergarten shall have restrooms within the classroom for student safety.
 3. Kindergarten classes to be placed in existing classrooms shall have priority to be nearest restroom facilities for student safety.
 4. All classrooms including the new Kindergarten classrooms shall be provided with running water.
10. The Kindergarten schedule shall consist of 200 minutes of instructional time, 100 minutes of team teaching and a 40/30 minute duty free lunch. The remainder of the 405 minutes shall be professional development time to be used for classroom preparation.
11. In the event the District is unable to provide the additional classrooms necessary to implement Option 1 by the beginning of the 98-99 school year and the District cannot demonstrate to the Association an adequate progression towards completion, the District shall discontinue the Kindergarten Class Size Reduction Program.

David Hernandez 2/10/98
David Hernandez AREA Date
Carol Glaush 2/10/98
Carol Glaush AREA Date

Dave Downing 2/10/98
Dave Downing DISTRICT Date

Addendum

May 14, 1998

Substitute Pay for Alum Rock Certificated Retirees

Retired Alum Rock certificated employees will be placed on the substitute finder system as an on-call first priority day-to-day substitute. The rate of pay for these day-to-day substitutes will be \$10 above the existing substitute rate, effective the date of ratification.

Extended Duty Pay

The hourly rate of pay is \$25 an hour, effective the date of ratification of the agreement.

District

D

5/14/98

AREA

David Hemminger

David Hemminger

**Letter of Understanding
between the
Alum Rock Educators Association
and the
Alum Rock Union Elementary School District
May 14, 1998**

The article regarding Inclusion was dropped from negotiations with the understanding that Inclusion will not be implemented at any school site other than Painter Elementary, until such time the two parties meet to negotiate the effects of Inclusion on the bargaining unit members' working conditions.

**Alum Rock
Educators Association**

David Henry
Carol Horvath

**Alum Rock Union
Elementary School District**

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5/14/98

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APPENDIX E
TIMELINES

EMPLOYEE EVALUATION TIMELINE

<u>OBSERVATION/EVALUATION TIMELINE</u>	
SEPTEMBER 15	<p>13.1.5 Unit Members shall be provided all Observation and Evaluation Forms</p> <p>13.1.6 Unit Members shall be notified if being evaluated 13.1.6 Unit members shall be notified who evaluator is</p>
OCTOBER 1	<p>13.1.7 Teachers shall notify evaluator of chosen standard</p> <p>13.2.3.1 The first formal observation shall not occur before October 1st.</p>
DECEMBER 15	<p>13.2.3.2 The first formal observation and conference shall be completed.</p>
MARCH 1	<p>13.3.1.1 A formal conference shall be held prior to March 1st for any unit member receiving a "Needs Improvement" rating</p>
APRIL 30	<p>13.2.3.3 The second formal observation and evaluation shall be completed.</p>
MAY 1	<p>13.3.1.1 The formal evaluation conference for unit members being evaluated shall be completed.</p>

<u>FREQUENCY OF EVALUATIONS</u>	
	<p>13.1.4 Probationary and temporary unit members shall be evaluated every year.</p>
	<p>13.1.4 Permanent unit members with less than ten (10) shall be evaluated at least every three (3) years.</p>
	<p>13.1.4 Permanent unit members with ten (10) years or more shall be evaluated at least every five (5) years.</p>

<u>FOR ALL OBSERVATIONS</u>	
	<p>WITHIN Five (5) Work Days</p> <p>13.2.4 Not later than five work days following any formal observation, a conference shall be held by the evaluator with the unit member</p>
	<p>WITHIN Twenty (20) Work Days</p> <p>13.2.4.1 Within Twenty (20) Days after the observation conference, a unit member may schedule a follow-up observation to demonstrate progress in areas of concern</p>

<u>FOR ALL EVALUATIONS</u>	
	<p>WITHIN THE WORK DAY</p> <p>13.2.4.3 The observation and/or evaluation conference shall be held during the employee work day, or the unit member shall be paid the hourly rate of pay unless the unit member requests a time outside the work day.</p>

<u>FOR IMPROVEMENT PLANS</u>	
	<p>MARCH 1</p> <p>13.3.1.1 A formal conference shall be held prior to March 1st for any unit member receiving a "Needs Improvement" rating</p>
	<p>Twenty-five (25) Work days</p> <p>13.4.1.1 The number of days allowed for an Improvement Plan, if an agreement is not reached between the unit member and evaluator</p>
	<p>WITHIN Ten (10) Work Days</p> <p>13.4.1.3 Upon completion of the Improvement Plan, a formal observation shall be conducted within 10 working days</p>

GRIEVANCE TIMELINES

INDIVIDUAL

5.2.1 A grievance is an assertion by an employee(s) that a controversy, dispute, or disagreement of any kind of character exists, arising out of or in any way involving interpretation or inequitable application of the terms of this Agreement.				
LEVEL I	LEVEL II		LEVEL III	SUBMIT TO ARBITRATION
30 days	10 days	10 days	20 days	
<ul style="list-style-type: none"> - Event or knowledge of event - Informal meeting to resolve problem (i.e. *missing dates*, progressive discipline) 	G R I E V A N C E F I E L D	- Immediate supervisor response (written)	- AREA Executive Board recommend to arbitration	- Representatives of AREA & District select arbitrator - Hearing - Decision - Binding on both parties

ASSOCIATION

5.2.9 An Association Grievance/Complaint is any matter being grieved/complained which, by its nature, affects a greater number of employees that the original grievant/complaint.				
LEVEL I	LEVEL II		LEVEL III	SUBMIT TO ARBITRATION
30 days	25 days		20 days	
<ul style="list-style-type: none"> - Event or knowledge of event - Informal meetings to resolve problem with principal or Superintendent 	G R I E V A N C E F I E L D	- Superintendent response (written)	- AREA Executive Board recommend to arbitration	- Representatives of AREA & District select arbitrator - Hearing - Decision - Binding on both parties

REMINDERS

1. Employee's right to representation at all levels (5.4.1.2, 5.3.5)
2. Association right to be present (5.3.6)
3. Release time for representative and employee (5.3.11)

10/10/96

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