

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**ALUM ROCK UNION ELEMENTARY  
SCHOOL DISTRICT**

**AND THE**

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

**2024 - 2027**



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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, 2024, through June 30, 2027. There will be reopeners on Article 16 Salary and Article 17 Benefits and one additional article from each team for the 2025-2026 and the 2026-2027 school years, with reopener negotiations commencing prior to March 1, 2025. In the event a new contract has not been agreed to by June 30, 2027, 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, 2027, 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 one hundred fifteen (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 6.7). 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. Business Day
2. Calendar Days
3. Planning/Preparation Day
4. Teaching Day
5. Teaching Term
6. Work Year

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.

For the 2023 – 2024 school year the work year, as defined and used in this agreement, shall be a one hundred eighty-three (183) day work year and shall consist of one hundred eighty (180) instructional days, two (2) planning/preparation days, and one (1) day of professional development. Beginning in the 2024-2025 school year the work year shall be defined as and used in this Agreement shall be a one hundred eighty-four (184) day work year and shall consist of one hundred eighty (180) instructional days, two (2) planning/preparation days, and two (2) days of professional development.

4.3 The Association and the District shall jointly schedule and plan the two (2) professional development days: for the purpose of Section 4.3, “planning” is intended to mean and include direct input and agreement by both parties into the content of the professional development days.

**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 include  
2 timelines for implementation, and the grievant/complainant shall be  
3 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 to  
19 the end of the school year, or as soon thereafter as it is practicable by mutual consent.  
20
- 21 5.3.4 Failure on the part of the aggrieved to file an appeal within the prescribed time limits  
22 shall constitute acceptance of the proposed resolution.  
23
- 24 5.3.5 An employee may be represented at all stages of the procedure up to Arbitration/Board  
25 of Review by himself/herself and/or, at the member's option, by legal counsel and/or  
26 by a representative(s) of the Association.  
27
- 28 5.3.6 When the aggrieved is not represented by the Association, the Association shall have  
29 the right to be present and state its views on the grievance or complaint at all stages of  
30 the procedure. Level I and Level II meetings shall be held only after the  
31 grievant/complainant has notified the Association of the time and place of said  
32 meetings. A copy of any Level I or Level II grievance/complaint shall be forwarded to  
33 the Association President and the Grievance Chairperson by the aggrieved.  
34
- 35 5.3.7 Forms for filing grievances and complaints, and other related documents will be  
36 developed jointly by the Superintendent and the Association and shall be available at  
37 the District Office, each school, and the Association office.  
38
- 39 5.3.8 The parties in interest agree to make available to each other all pertinent information,  
40 not privileged under law, in their possession or control and which is relevant to the  
41 issues raised by the employee.  
42
- 43 5.3.9 No party in interest shall take reprisals affecting the employment status of any  
44 employee who is a party in interest, any Association representative, or any other  
45 participant in the procedure.  
46
- 47 5.3.10 Any record(s) pertaining to the complaint or grievance shall be kept in a file separate  
48 from the employee's other District/site personnel files.  
49

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 will,  
3 upon notice to the representative's principal or immediate supervisor by the President  
4 of the Association, be released without loss of pay to participate in the foregoing  
5 activities. Any employee who is requested to appear in such hearings as a witness shall  
6 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 be  
9 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 status  
15 of an Association Grievance/Complaint, an additional fifteen (15) days  
16 shall be allowed for further processing of said Association/Grievance  
17 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 which  
24 gives rise to the grievance, the employee shall meet with his/her immediate  
25 supervisor for the purpose of resolving the grievance. (See 5.4.1.3.) Should  
26 the alleged grievance not be resolved informally at this meeting, a written  
27 grievance shall be submitted within this 30 day time line.  
28

29 5.4.1.2 The employee may, at his/her option, request that his/her Association  
30 representative be present.  
31

32 5.4.1.3 Any person(s) named in the grievance shall be notified by the grievant and  
33 shall have the option of meeting with the employee and the employee's  
34 immediate supervisor.  
35

36 5.4.1.4 The aggrieved shall submit his/her claim to the immediate supervisor  
37 requesting a written answer within ten (10) work days. This claim shall be  
38 a statement of the circumstances giving rise to the grievance, citing specific  
39 Article, Section, and Paragraph of this Agreement and the specific  
40 remedies sought.  
41

##### 42 5.4.2 Superintendent Level (Level II) 43

44 5.4.2.1 If the grievance is not settled in Level I, the aggrieved, within ten (10) work  
45 days, may submit his/her claim in writing to the Superintendent. The  
46 Superintendent shall have ten (10) work days to give a written decision  
47 after receipt of the claim.  
48



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 questions  
15    will be ruled upon by the arbitrator. The arbitrator may require an  
16    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 this  
19    Agreement. It is understood, however, that the arbitrator shall interpret the  
20    Agreement in accordance with accepted rules of the American Arbitration  
21    Association.  
22

23                  5.4.3.4     If either party requests a transcript of the proceedings, that party shall bear  
24    the full costs for that transcript. If both parties request a transcript, the total  
25    cost of the transcript shall be divided equally between the District and the  
26    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 days.  
33

34                  5.4.3.7     The arbitrator shall conduct the hearing in accordance with the voluntary  
35    arbitration rules of the American Arbitration Association and the  
36    provisions of this Agreement.  
37

38                  5.4.3.8     The arbitrator's decision will be in writing and will set forth the arbitrator's  
39    findings of fact, reasoning, and conclusions of the issues submitted. The  
40    arbitrator will be without power or authority to make any decision which  
41    requires the District to hire an employee in a management position or  
42    requires the commission of an act prohibited by law, or which is violative  
43    of the terms of this Agreement. However, it is agreed that the arbitrator is  
44    empowered to include in any award such financial reimbursement or other  
45    remedies the arbitrator judges to be proper. The award of the arbitrator  
46    shall be final and binding on the parties and a copy shall be submitted to  
47    the Superintendent, the aggrieved, and the Association.  
48

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.

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

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

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

**ARTICLE VI**  
**EMPLOYEE AND ASSOCIATION RIGHTS**

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 The District shall notify by email the Association President and Vice President at least sixty (60) days advanced notice of the date and ten (10) days notice of the time for the beginning of the year new employee orientation. The Association shall have the right to distribute materials and membership forms. District Administrators shall not be present during the Association presentation, which shall not be less than thirty (30) minutes. CTA vendors shall be included in the orientation if requested by the Association. If requested, Association presenters shall be provided release time.

If any employee did not attend or is hired after the beginning of the year orientation, the Association shall be notified in advance of any orientation for any employee or group of employees. The District shall provide at least ten (10) days advance notice via email to the Association President and Vice President for such orientations, unless there is an urgent need critical to the District's operations that was not reasonably foreseeable. The advance notice shall be no less than twenty-four (24) hours.

6.5 Names, addresses, and telephone numbers (work, home, and personal cell) and personal email addresses on file with the District 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, job titles, departments and work locations of all employees shall be provided to the Association by the District no later than September 30, January 30, and May 30 for all bargaining unit members. 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.

6.6 The District shall notify the Association within three (3) calendar days from the time of receipt of request the names and contact information of any third-party person, group or organization that requests from the District the personal contact information of any bargaining unit member(s) of the Association. The District shall notify the Association within three (3) calendar days the names and contact information of any third-party or CPRA requests for any unit member's disciplinary, evaluative or personnel-record information.

The Association shall be given reasonable opportunity to object to disclosure of the requested information, and/or raise potential concerns before the District responds to the requestor. The District shall also give individual unit members the opportunity to object to disclosure of the requested information before the District publicizes the information. The District shall not release any information about a unit member unless required to do so by law.

- 1  
2 6.7 In the event that the release time referred to in Article III, Section 3.4 is not sufficient, the  
3 Association shall have the right to reopen negotiations for the specific purpose of negotiating  
4 for more release time.  
5
- 6 6.8 A.R.E.A. Building Representatives should be excused from each school no later than 3:00 P.M.  
7 to attend Representative Council meetings.  
8
- 9 6.9 A minimum day shall be declared for a general informational A.R.E.A. meeting prior to the  
10 ratification of the contract. The date of the general meeting shall be mutually agreed to by the  
11 Association and the District. The general meeting shall be announced to the membership ten  
12 (10) business days in advance of the meeting.  
13
- 14 6.10 All mail and communications sent to an employee shall not be opened by anyone other than  
15 the addressee unless otherwise designated by the addressee. Internal communications shall  
16 have a return address. If the internal communication has no return address and is non-  
17 deliverable, it shall be destroyed.  
18
- 19 6.10.1 In the event of the death or incapacitation of the employee, the District shall forward  
20 all such mail to the next of kin or estate.  
21
- 22 6.11 Upon request, the employee shall receive a date-stamped copy, at no cost to the member, at  
23 time of delivery, or within seven (7) working days after any document(s) are received by the  
24 District.  
25
- 26 6.12 Bargaining unit members shall not be discriminated against, coerced, restrained, or harassed  
27 for use of the rights guaranteed to them by this agreement or by the law.  
28
- 29 6.13 The Association will cover the full cost the District incurs while paying for a temporary teacher  
30 holding the spot of the Association President.  
31
- 32 The Association will reimburse the District the full cost of a member equivalent to Column IV,  
33 Step I of the salary schedule for the Association President, should the Association decide to  
34 exercise its option to release its President full-time.  
35
- 36 The Association will reimburse the District the cost of the Association President's percentage  
37 of Health Benefits premium and all statutory burdens.  
38
- 39 The amount of reimbursements shall be pro-rated to the percentage of release time.  
40
- 41 6.14 It is the intent of the Association to have a full-time release President each year, unless,  
42 subsequent to the election of the officers of the Association, the District is informed otherwise  
43 by June 30<sup>th</sup>.  
44
- 45 6.15 The Association President has the right to return to the same site that he or she was assigned to  
46 at the beginning of the president's term. With such return to the site, any impact on staffing  
47 shall be handled and administered in accordance with the involuntary excess provisions in  
48 Article 14.3.1 of the Agreement.  
49

**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 With respect to all sums deducted by the District pursuant to Section 7.1 above for membership dues, the District agrees promptly to remit such monies to the Association/CTA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list furnished.

7.3 The District is committed to place a certificated employee and bargaining unit member in all bargaining unit positions and shall continue to actively advertise and recruit for appropriate certificated employees. If a current bargaining unit member pursues the training to serve in a then-vacant position, such unit member shall be given the first priority for consideration in that Position.

The AREA bargaining unit is defined in Section 2.1 of the Collective Bargaining Agreement. When there is a shortage of qualified candidates to fill high need positions, or there is an inability to place qualified candidates in those positions for which the District must provide educational services, the District must prove the following:

1. The District has conducted its due diligence to recruit and hire for these positions; and all legitimate and reasonable efforts made by the District still fail to produce acceptable certificated recruits for bargaining unit positions. If the previous conditions hold true, then the District shall notify the AREA President in writing of the specific certificated bargaining unit vacancies for which recruiting has failed.
2. The District shall provide documentation that specifically lists all of the efforts the District has made and continues to make to recruit qualified persons to become employees. The list shall be provided to the AREA President no less frequently than once each quarter when such shortages occur.
3. Within five business days of contracting with an external agency or individual, the District shall furnish to the AREA President the names and work sites of all individuals who will provide such work, as well as copies of the employment contracts, rates of compensation, fringe benefits, and all other financial agreements entered into by the District with those individuals or their employers.

- 1 4. The District shall pay to AREA the current “AREA” only dues per contracted employee
- 2 for the period of employment of the contracted out bargaining unit positions. For contracted
- 3 employees working less than full time, the District shall pay the appropriate dues amount
- 4 as specified by Category 2-A, Category 2-B and Category 3-B.

**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.



1 8.8 Student Discipline

2 8.8.1 Suspension from Class/Activity by the Employee

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

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

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

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

21  
22 8.8.2 In-School Student Discipline

23  
24 With prior notification to the site administrator, an employee may implement an in-  
25 school student discipline plan.  
26

27 8.9 When an employee identifies a student as presenting a threat to his/her safety, the employee  
28 will immediately suspend the student from class and inform the building administration. If it is  
29 mutually determined that a threat does exist, the student shall not be returned to the classroom  
30 until after a conference with the parents has been held. The immediate supervisor shall establish  
31 a time for a conference which shall include his/her representative, all of the student's classroom  
32 teachers, the student, the student's parent(s), and any other appropriate District employees. The  
33 purpose of this conference shall be to inform the parent(s) of the student's behavior and to  
34 develop a plan of action for correcting that behavior. A written summary of that agreement  
35 shall be provided to each person involved. The parent(s) shall also be informed that if the  
36 student continues to present a threat to the safety of the employee, the student shall be removed  
37 from the classroom.  
38

39 8.10 A student, who is suspended pending expulsion for threatening an employee's safety, shall not  
40 be returned to class without the concurrence of the employee whose class the student is being  
41 assigned.  
42

43 8.11 Article VIII shall include all activities under the jurisdiction of the District which involve  
44 students.  
45

46 8.12 The site administration shall assist all staff in case of emergency. This shall include the staffs  
47 of all programs at that site.  
48

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

1 8.14 No language negotiated in this Article will abridge the rights of general or students with special  
2 services 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 annually  
7 updated school safety plan. In order to prevent campus crime and violence and to  
8 promote safe educational conditions, each school district shall adopt a comprehensive  
9 "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 area  
22 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 teachers  
28 shall make reasonable effort so that the break time shall, if possible, run concurrently with any break  
29 time already provided to the teacher. Otherwise, the teacher shall provide the site administrator  
30 sufficient notice to provide appropriate coverage for the teacher's class during the teacher's limited  
31 absence. If less than thirty (30) minutes notice is provided then any break time for the teacher that  
32 does not run concurrently with the rest time authorized for the teacher pursuant to this Agreement  
33 shall be unpaid. No breaks shall be requested or granted if to do so would seriously disrupt the  
34 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 work  
38 area, for the employee to express milk in private. The room or location may include the place where  
39 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 an  
42 environment free from persistent noise and interruptions in the nurse's office so testing, counseling  
43 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 space.  
47 If there is a change in location, the employee shall be notified at least five (5) work days in advance.  
48 (Subject to Complaint Procedure only)

1 8.20 Psychologist Work Area

2  
3 To the extent possible, the principal, or his/her designated appointee, shall provide a work area for  
4 the assigned psychologist. This area shall be regularly and readily available all of the time the  
5 psychologist is assigned to work at the school. It shall be regularly maintained, well lighted, heated,  
6 and pleasantly painted. It shall be furnished with a table and appropriate sized chairs for both adults  
7 and children. It shall include storage for the psychologist's use, a full service telephone, and a wall  
8 clock with a sweep second hand. It shall be private, quiet, and free from distraction and interruptions.  
9 (Subject to Complaint Procedure only)

10  
11 8.21 With the exception of the provisions of Article VII, no reprisals shall be taken against an employee  
12 for failure to donate funds to any profit or non-profit institution.

13  
14 8.22 Any school site that requires students to change attire for physical education classes, shall provide  
15 appropriate facilities and allow for adult supervision for the students while changing attire.  
16

**ARTICLE IX  
HOURS OF EMPLOYMENT**

9.1 Schools and/or alternative programs within a school, by two-thirds (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 four hundred and five (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' instruction 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:

Transitional Kindergarten (TK)/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 TK/Kinder teachers shall work and receive at least sixty (60) minutes of the teacher preparation time in instructional activities with TK/Kinder 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 four hundred and five (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:

<b>Grade Level</b>	<b>Days of Week</b>	<b>Minutes</b>	<b>Day of Week</b>	<b>Minutes</b>
TK/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 extended duty hourly rate 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.

9.3.3.1.2 Resources specialists (TK-5), SDC teachers, psychologists, speech and language pathologists, adapted physical education specialists, music teachers, and itinerant teachers shall not be included in any 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.

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.

1 9.4.3 Required meetings (9.4.1) may be held before or after school as determined by two  
2 thirds (2/3) vote of the staff. Those held after school shall begin no later than within  
3 twenty (20) minutes of the dismissal of all students. The TK/Kindergarten day shall  
4 not be used as a basis for determining starting times of meetings held afterschool.  
5

6 9.4.4 Any portion of a meeting scheduled on a minimum day which extends beyond the unit  
7 member work day shall be counted as one of the thirty-five (35) hours (9.4.1). The unit  
8 member shall not be required to remain in a meeting scheduled on a minimum day which  
9 extends beyond the unit member's work day unless required under 9.4.3.  
10

11 9.4.5 No more than four (4) night meetings shall be required per school year.  
12

13 9.4.5.1 End of the year promotion ceremonies at middle schools, held outside the  
14 workday, shall be counted as one (1) of the thirty-five (35) hours of  
15 meetings per Article 9.4.1.  
16

17 9.4.6 Upon written request from at least two-thirds (2/3) of the on-site/unit employees, the  
18 principal/administrator in charge shall call a special faculty meeting at which he/she  
19 shall be present. These meetings are not included in the 9.4.1 limitations. The agenda  
20 of the special faculty meeting shall be limited to items included in the request and shall  
21 be included with the announcement of the special faculty meeting.  
22

23 9.4.7 District or Site meetings, not including Governing Board meetings, shall not be held  
24 on Monday when regularly scheduled Alum Rock Educators Association meetings are  
25 conducted.  
26

27 9.4.8 Individualized Education Program (IEP) Case Managers may schedule IEP team  
28 meetings at a time mutually agreed to by the IEP team who shall attend the IEP  
29 meetings. For the purposes of this Agreement, the IEP team members include any  
30 administrator and AREA bargaining unit member who shall be in attendance at the  
31 meeting.  
32

33 If an AREA unit member attends an IEP meeting during their prep period or outside  
34 the four hundred and five (405) minute workday, the AREA unit members of the IEP  
35 team will receive the extended duty hourly rate in accordance with Article XVI Section  
36 16.6 of the District and AREA Collective Bargaining Agreement. Timesheets must be  
37 submitted by AREA bargaining unit members for extended duty pay per this  
38 Agreement. Timesheets must be submitted within 30 days of the IEP to the site  
39 administrator. The teachers shall be paid out of District funds, not school site funds.  
40

41 The District agrees that neither IEP nor SST meetings can be required after the  
42 instructional day on Thursdays. Such meetings scheduled during this time are  
43 considered voluntary and shall be paid.  
44

45 The rules specified above shall also apply to Student Success Team (SST) meetings.  
46

## 47 9.5 Report Card Preparation and Parent Conferencing 48

49 There shall be thirteen (13) minimum days: twelve (12) of which shall be for report card  
50 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.

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

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

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 the extended duty hourly rate for substitute service during a preparation period. The administrator shall consider volunteers.

9.9.1.2 All middle school SDC and RSP teachers shall have two (2) preparation periods per day. One preparation period shall be used for teacher directed preparation, and the other preparation period shall be used for special education services including, but not limited to, preparation for conducting IEPs, SSTs, assessing students, and writing IEPs.

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. Music and PE prep teachers shall provide the instruction for these prep periods.



- 1 9.9.2.2 Teachers at the elementary level shall receive the extended duty hourly rate  
2 for a missed preparation period. Teachers shall submit a claim for payment  
3 to the designated administrator on a monthly basis.  
4
- 5 9.9.2.3 All RSP teachers at the elementary level (TK-5) shall have the equivalent  
6 of two (2) 50 minute prep periods per week for special education  
7 services including but not limited to, preparation of conducting IEPs,  
8 SSTs, assessing students, and writing IEPs.  
9
- 10 9.9.3 The preparation period schedule shall be prorated for minimum days, so that all  
11 teachers receive their preparation period.  
12
- 13 9.10 Any unit member who teaches a zero (0) instructional period, or a seventh (7th) instructional  
14 period, that extends beyond the 405 minute workday, shall be paid an additional .20 (twenty  
15 percent) of their salary.  
16
- 17 9.11 Prep Period Changes for Mandated State Testing.  
18 (only for: CAASPP ELA and Mathematics, CAA for ELA and Mathematics, and CAST)  
19
- 20 The testing window for all District schools shall be at least ten (10) days within the overall five  
21 (5) week District testing window.  
22
- 23 The daily testing minutes for the District's schools during the ten (10) days of testing shall not  
24 be limited to the first 100 minutes of each day.  
25
- 26 The District's responsibilities shall be:  
27
- 28 1. Alum Rock Elementary School District will develop a testing schedule for each school  
29 site which shall be provided to all teachers via e-mail no later than two weeks before the  
30 testing window opens.  
31
  - 32 2. Alum Rock Elementary School District will provide a team of substitute teachers who  
33 will be assigned to provide extra support for teacher prep periods.  
34
  - 35 3. During the ten (10) days of testing, 4- 8 grade teachers will receive a shortened prep  
36 period of at least 30 minutes similar to the minimum day schedule.  
37
  - 38 4. During the ten (10) days of testing, the District shall pay the extended duty hourly rate to  
39 each 4-8 grade teacher who receives any prep period less than 30 minutes.  
40
  - 41 5. The District shall pay each teacher in grades 4-8 one and one half times the amount of  
42 extended duty hourly rate of pay for any prep period missed or for any prep period less  
43 than fifty (50) minutes for the 4-5 teachers or for any prep period less than a "Regular  
44 Day Schedule" prep period at the middle school after the ten \*(10) days of testing during  
45 the five (5) week testing window for the teacher's school sites.  
46
  - 47 6. The teachers shall be paid out of District funds, not school site funds.  
48
- 49 \* The 10 testing days referenced above are days when prep periods are modified.  
50

**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>
TK	20
K – 3	24
4 – 8	31
Bilingual Classes	30
Combination Classes	28
Physical Education (Average over day)	33
(Not to exceed 38)	
Specialized Academic Instruction	12
Adapted Physical Education (Case Load)	55
Speech (Case Load)	55
Resource Specialist Program (Case Load)	28
(Limit of 12 at any one time)	
Autism (Special Day Class)	10
Emotional Disability Class (Special Day Class)	10
Intellectual Disability Class (Special Day Class)	10
Non-Categorical (Special Day Class)	12

Instrumental Music and Choir are not subject to the above class sizes.

If more than 50% of students in a special education class meet the primary eligibility of emotional disability, autism, or intellectual disability, class size will default to class size limits set for those specific programs.

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.

**TK-8 Class Size Overage Limits**

Effective upon full ratification of this Agreement, excess student overages shall be limited to three (3) students over these class size maximums for grades TK-8.

Effective upon full ratification of this Agreement, the not-to-exceed limit for PE classes of 38 students for grades 6-8 is a hard cap and shall not be exceeded.

Effective upon full ratification of this Agreement, Speech and RSP caseloads are a hard cap and shall not be exceeded.

10.1.1 Overage Payments

After the fifteenth (15<sup>th</sup>) instructional day from the start of school, any employee, with the exception of instrumental music and choir 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.

10.1.2 The excess class size stipend shall be made in two payments. The first payment will be for excess students during the months of August/September - December. Teachers complete and submit documentation for months 2 - 4 at the end of December. The District will pay all stipends by February 10<sup>th</sup> if all required documentation, submitted accurately and completely with required signatures, is received no later than January 10<sup>th</sup>.

10.1.3 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 10<sup>th</sup> 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.

10.1.4 Unit members teaching physical education shall receive the overage payment if their total student contact exceeds 165 and/or individual class size exceeds 33.

10.1.5 Students with special services shall be counted in the class size whenever they are placed in the general education classroom.

10.1.6 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.

10.1.7 Class sizes shall be loaded at the beginning of the year within 1 (one) student by teacher within the grade level at the elementary school. This will be the practice unless otherwise agreed to by the affected teachers.

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 educator of record.

10.2.3 The District shall maintain at least twelve (12) counselor positions (equivalent to 12.0 FTE) which may not be eliminated except 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 one thousand (1,000) students.

The District shall maintain at least the number of nurses at the ratio of one (1) nurse per three thousand (3,000) 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.

10.2.8 Special Education Paraprofessionals

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, except upon extraordinary circumstances including, but not limited to reduction in class size or changes in student IEPs.

10.3 Mainstreaming Students in Special Day Class

10.3.1 Placement of mainstreamed special day class students in all schools shall be equitable throughout all available self-contained classes/periods.

10.3.2 No TK-8 self-contained class shall receive additional mainstreamed students from an SDC class until all classes at the grade level have received 1 (one) mainstreamed student. No middle school class shall receive additional mainstreamed students from an SDC class until all subject area classes at the period have received 1 (one) mainstreamed student. The same process applies for any additional student.

**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**

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 44664 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.

13.1.6 The evaluator shall be the site administrator/program manager, or one who has been designated as the evaluator. All unit members shall be notified by September 15, if

the unit member is to be evaluated that year, and who their evaluator shall be. In the case of the unit members hired, assigned or reassigned after the beginning of the school year, such notification shall occur no later than thirty (30) calendar days after the date of hire, assignment or reassignment, as applicable.

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

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

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

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

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

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

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

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 1<sup>st</sup>.

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

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

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

1 13.2.4.3 The unit member shall, at any time, be entitled to an additional formal  
2 observation, conference, and written summary by the same or by an  
3 additional evaluator. Reason(s) shall be given for this request in writing.  
4

5 13.2.4.4 The observation and/or evaluation conference shall be held during the  
6 employee work day, or the unit member shall be paid the hourly rate of  
7 pay unless the unit member requests a time outside the work day.  
8

9 13.2.5 Observation/Evaluation Forms

10  
11 The formal observation form shall be directly related to categories on the Evaluation  
12 Instrument. The observation form shall be the same throughout the district. Copies of  
13 the observation form, evaluation instrument, and evaluation planning form shall be  
14 provided to each unit member no later than September 15.  
15

16 13.2.6 Observations

17  
18 There shall be at least two (2) formal observations in the evaluation year by the  
19 designated evaluator, who shall use only his/her formal classroom observations to  
20 complete the Teacher Evaluation Instrument. Commendations from any observations  
21 may be used by the designated evaluator.  
22

23 13.3 Conference About Evaluation Instrument

24  
25 13.3.1 After the formal observations, an evaluation conference shall be held during which  
26 specific written observations, commendations, cited deficiencies, and  
27 recommendations, which are specifically related to the evaluation instrument, shall be  
28 communicated and documented.  
29

30 13.3.1.1 This formal evaluation conference for unit members being evaluated shall  
31 be completed by May 1 to discuss recommendations and concerns.  
32

33 13.3.1.2 A formal conference shall be held prior to March 1 to discuss the  
34 completed evaluation instrument for any unit member having received  
35 cited deficiencies. ("Needs Improvement" rating on Teacher Evaluation  
36 Instrument.) An Improvement Plan shall be outlined in the evaluation  
37 summary. A copy shall be given to the unit member at the conference.  
38 This copy and the original shall be signed by the evaluator and the unit  
39 member. The signature of the unit member shall not indicate agreement;  
40 it will only affirm that there has been an opportunity to read and discuss  
41 the contents of the observation with the evaluator.  
42

43 13.3.2 Unit member evaluations shall be kept only in evaluation files in the principal's/  
44 program manager's office and the District Personnel Office. These files shall be open  
45 for inspection by the unit member and/or designated representative having the unit  
46 member's written authorization. No material, as a result of this Article, will be placed  
47 in any file without a copy being furnished to the unit member prior to inclusion in the  
48 file.  
49  
50

- 1 13.3.2.1 Nothing can be placed in any unit member's file without the unit member's signature.  
2 If the unit member refuses to sign, the Association will receive written  
3 notification and the document will be placed in the unit member's file.  
4
- 5 13.3.2.2 Within ten (10) work days after the agreed upon response date, said  
6 material must be placed in the District evaluation file.  
7
- 8 13.3.2.3 Any local site file shall not include anything not also contained in the  
9 District evaluation file, except those materials referred to in 13.3.2.2.  
10
- 11 13.3.3 The District shall not base any action against a unit member upon materials which were  
12 not signed by the unit member at the time of the incident and placed in the unit  
13 member's file, except as specified in 13.3.2.1.  
14
- 15 13.3.4 The person or persons who draft and/or place materials covered in this section in a unit  
16 member's evaluation files shall sign the materials and signify the date on which such  
17 material was drafted and/or signed and the date placed in the unit member's evaluation  
18 files. Nothing shall be placed in the unit member's evaluation files without the unit  
19 member having the opportunity to read, sign, date, and respond to such materials. Such  
20 opportunity shall take place during the unit member's work day. The unit member  
21 shall be released from all duties for an uninterrupted period of time agreed upon by the  
22 unit member and the site administrator.  
23
- 24 13.3.5 Unit members' evaluation files shall be confidential. Governing Board members may  
25 request the review of a unit member's evaluation file at a duly constituted personnel  
26 session of the Governing Board. The unit member and the Association shall be notified  
27 of such request. The unit member has the right to be present.  
28
- 29 13.3.5.1 The District will be responsible for limiting access to evaluation files by  
30 classified unit members to only those involved in typing or filing  
31 completed observations, evaluations, or conference summaries.  
32
- 33 13.3.5.2 A unit member may give written permission allowing a member of  
34 management access to his/her evaluation file.  
35
- 36 13.4 Improvement Plan  
37
- 38 13.4.1 The evaluator shall take positive action to assist the unit member to correct cited  
39 deficiencies. Such action shall include an improvement plan. The Improvement Plan  
40 may be implemented any time after the first formal observation. The Improvement  
41 Plan shall consist of:  
42
- 43 1. Areas where improvement is needed
  - 44 2. Measurable objectives for improvement
  - 45 3. Evaluator's role in assisting the teacher
  - 46 4. Additional resources to be utilized to assist with improvements
  - 47 5. Adequate release time for the unit member to avail himself/herself of other  
48 resources to improve in the areas in which deficiencies were cited
  - 49 6. Means for measurement of improvement
  - 50 7. Time schedule for monitoring improvement

- 1 13.4.1.1 Only those areas listed in the Improvement Plan will be commented on by  
2 any additional management observer assigned to assist the unit member.  
3 An additional observer's comments may be used in the formal evaluation  
4 only with the unit member's written permission prior to the formal  
5 evaluation.  
6
- 7 13.4.1.2 The Improvement Plan shall provide a mutually agreed upon number of  
8 work days to allow the affected unit member a reasonable opportunity to  
9 improve. If no mutual agreement is achieved between the unit member and  
10 the evaluator within two (2) work days of the formal conference, the  
11 number of work days allowed for the Improvement Plan shall be twenty-  
12 five (25).  
13
- 14 13.4.1.3 The implementation of an Improvement Plan is the joint responsibility of  
15 the designated evaluator and the unit member. If the evaluator's specific  
16 responsibilities under a Plan are not carried out within the required  
17 timelines, the Improvement Plan shall be null and void and the cited  
18 deficiency shall be eliminated from the evaluation form and the unit  
19 member shall receive a satisfactory evaluation. The unit member may be  
20 formally observed and evaluated the following year.  
21
- 22 13.4.1.4 Upon completion of the Improvement Plan, a formal observation shall be  
23 conducted within 10 (ten) working days. The post observation conference  
24 shall be held within 5 (five) working days after the formal observation.  
25
- 26 13.4.2 If subsequent improvement action eliminates the negative evaluation and/or the  
27 identified deficiencies, any material believed by a unit member to be negative or  
28 derogatory shall, upon request, be removed from the file and retained as noted in  
29 Section 13.4.2.1 after a period of two (2) years.  
30
- 31 13.4.2.1 Permanent Records removed from the employee's file will be placed in a  
32 sealed envelope clearly labeled "Shall Be Used For Evaluation Purposes."  
33 These records will then be placed in a separate file labeled "Permanent  
34 Records - More Than Two Years Old."  
35
- 36 13.4.3 The unit member shall not be held accountable for any aspect of the educational  
37 program over which he/she has no authority to control or correct. The unit member  
38 shall be held accountable for any aspect of the educational program over which he/she  
39 has the authority to control or correct.  
40
- 41 13.4.3.1 Unit members shall not be evaluated in their implementation of the  
42 curriculum unless District-selected instructional materials and adopted  
43 textbooks are provided by the District. These materials shall be delivered  
44 to each school and distributed to the receiving unit member's work area.  
45
- 46 13.4.4 A unit member shall be responsible for the Paraprofessional(s) with whom he/she  
47 works in accordance with the following:  
48
- 49 13.4.4.1 The District and the Association shall jointly recommend job descriptions  
50 consistent with grade level programs, and other needs, and shall submit

1                   them through appropriate channels to better meet the needs of the District  
2                   programs and projects.

3  
4                   13.4.4.2    The unit member shall be responsible for assigning the tasks and duties to  
5                   the Paraprofessional and such tasks and duties shall be consistent with  
6                   project guidelines and the job description for the Paraprofessional(s).

7  
8                   13.4.4.3    Paraprofessionals and other classified personnel shall not be used in a  
9                   teaching capacity in place of a unit member. Paraprofessionals shall assist  
10                  the unit member by reinforcing learning skills in small groups while in the  
11                  presence and under the supervision of a unit member/administrator.

12  
13                  13.4.4.4   Unit members shall have the right to recommend to the principal, via a  
14                  written request, that a paraprofessional be removed from their classroom.  
15                  The request shall contain a written explanation of the reason or reasons for  
16                  transfer request. Such reasons may include persistent disagreement  
17                  regarding classroom methods, unsuitability of the paraprofessional's skills  
18                  for particular programs, differences regarding standards of student  
19                  behavior, and/or interference with unit member's performance. Reasons  
20                  for the request under this Agreement need not include questions of  
21                  competency or other grounds for dismissal proceedings. The request shall  
22                  be acted upon within ten (10) work days.  
23

**ARTICLE XIV**  
**TRANSFER, ASSIGNMENT AND REASSIGNMENT**  
Overview of Article

1	
2	
3	
4	Sequence of Transfer (14.1)
5	Definitions (14.2)
6	Transfer (14.2.1)
7	Involuntary Excess (14.2.1.1)
8	School Closures (14.2.1.1.1)
9	School Consolidation (14.2.1.1.2)
10	Charter School Conversion (14.2.1.1.3)
11	Voluntary Excess (14.2.1.2)
12	Voluntary Transfer (14.2.1.3)
13	Date of Excess (14.2.2)
14	Effective Date of Transfer (14.2.3)
15	District Seniority (14.2.4)
16	Open Continuing Position (14.2.5)
17	Newly Created Position (14.2.6)
18	Special Unit (14.2.7)
19	Reassignment (14.2.8)
20	Placement Date (14.2.9)
21	General Categories of Transfer (14.3)
22	Involuntary Excess (14.3.1)
23	Procedures for Declaring Unit Members Excess (14.3.1.2)
24	Implementation of Involuntary Excess (14.3.1.3)
25	Notification of Date of Excess (14.3.1.3.1)
26	Notification of Assignment (14.3.1.3.2)
27	Date of Excess (14.3.1.3.3)
28	Rights of Involuntary Excess (14.3.1.4)
29	Placement Process of Involuntary Excess (14.3.1.5)
30	Unit Members Declared Excess For Whom There Are No Open Positions (14.3.1.6)
31	Compensation for Unit Members Involuntarily Excessed (14.3.1.7)
32	Voluntary Excess (14.3.2)
33	Implementation of Voluntary Excess (14.3.2.1)
34	Notification of Date of Excess (14.3.2.1.1)
35	Notification of Assignment (14.3.2.1.2)
36	Date of Excess (14.3.2.1.3)
37	Date of Vacancy (14.3.2.1.4)
38	Placement Process of Voluntary Excess (14.3.2.2)
39	Rights of Voluntary Excess Unit Members (14.3.2.3)
40	Returning from Shared Contract Status (14.3.3)
41	Personnel Returning from Leave (14.3.4)
42	Returnees from Management (14.3.5)
43	Requesting Voluntary Transfer (14.3.6)
44	Voluntary Transfer for Exchange of Position (14.3.6.2)
45	Newly Created Positions (14.4)
46	Administrator-Initiated Transfer (14.5)
47	Administrator-Initiated Transfer for Reasons of Crisis (14.5.1)
48	Unit Member Reassignment (14.6)
49	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.

14.2.1.1.1 School Closures

A school closure takes place when a school closes by action of the Board of Trustees and the District notifies the California Department of Education (CDE) of the closure of the school and removal of the closed school from the CDE County-District School (CDS) or similar data base, and no unit members or general classroom instruction remains at the school. Unit members shall be considered involuntarily excessed and shall be subject to the process and procedures in Section 14.3.1 and shall have the same rights and follow the same procedures for placements as Involuntary Excess group.

14.2.1.1.2 School Consolidation

A school consolidation takes place when one or more schools close (14.2.1.1.1) and are consolidated with one other District school by action of the Board. Unit members from the closed and the consolidated site(s) shall not be involuntarily excessed except for the reasons stated in 14.2.1.1.

All unit members at the school(s) involved in the closure shall have the right to stay at the consolidated school site or choose to place themselves on the Involuntary Excess list for placement into vacant positions in the District for which they are qualified. Involuntary excessing shall be based on the seniority of all unit members at the school(s) designated for closure and the school which it will be consolidated into, and not just the school(s) which closed. Unit members choosing to leave a site due to school consolidation shall be considered Involuntary Excessed and shall have the same rights and follow the same procedures for placement as Involuntary Excess group.

14.2.1.1.3 Charter School Conversion

Unit members affected by a charter school conversion shall have the right to stay at their school site or choose to place themselves on the Involuntary Excess list for placement into vacant positions in the District. Unit members choosing to leave a site due to charter school conversion shall be considered Involuntary Excessed and shall have the same rights and follow the same procedures for placement as Involuntary Excess group.

14.2.1.2 Voluntary Excess

Voluntary Excess takes place when a unit member requests to be placed on the Voluntary Excess List and transfers out from a unit member's site, or when a unit member volunteers to take the place of the Involuntary Excessed unit member as provided in section 14.3.1.3.4. Voluntary Excess takes place during the excess period, which is the period March 1<sup>st</sup> up to April 1<sup>st</sup>. Voluntary excess guarantees the unit member (TK-8) a transfer out of his/her present position or the right to take the place of the Involuntary Excessed unit member, as applicable.

14.2.1.3 Voluntary Transfer

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



1 14.2.2 Date of Excess

2  
3 14.2.2.1 District's written notification of excess: March 15<sup>th</sup>, of each school year,  
4 shall be the deadline for the District to notify unit members who are being  
5 Involuntary Excessed.

6  
7 14.2.2.2 April 1<sup>st</sup> is the deadline for unit members to notify Human Resources of  
8 their intent to be placed on the Voluntary Excess List.  
9

10 14.2.3 Effective Date of Transfer

11  
12 The effective date of transfer is two (2) work days prior to the start of a new assignment,  
13 unless such work days shall fall in a different instructional year, in which case the  
14 effective date of transfer shall be the first mandatory work day of the new instructional  
15 year.  
16

17 14.2.4 District Seniority

18  
19 District Seniority shall be based on Ed. Code Sections 44844 through 44848. Present  
20 unit members with identical starting dates have their positions determined using the  
21 CTA Election Alphabet for the current school year.  
22

23 14.2.5 Open Continuing Position

24  
25 An open continuing position is a currently-filled unit position that has been or will be  
26 vacated.  
27

28 14.2.6 Newly Created Position

29  
30 14.2.6.1 A newly created position is a certificated, non-administrative position  
31 which: (i) in the previous year, did not exist at a school or at the District  
32 level, and (ii) a position resulting from a change in a job description.  
33 Notwithstanding the above, changes in a resource job description may be  
34 considered as creating a new position if it can be demonstrated that major  
35 task differences exist between the original position and the newly created  
36 position.  
37

38 14.2.6.2 Any position created by an increase in enrollment which causes  
39 employment of an additional teacher.  
40

41 14.2.7 Special Unit

42  
43 A Special Unit is a group of unit members in a specialized category who require special  
44 credentialing. Membership in a Special Unit does not define location of a unit  
45 member's position. Special Units and their members shall be defined annually by the  
46 Administration with the concurrence of the Association.  
47

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

1 14.2.8 Reassignment

2  
3 14.2.8.1 Reassignment at the elementary site is any change of assignment within the  
4 same elementary site.

5  
6 14.2.8.2 Reassignment at the middle school is the change of grade level or subject  
7 matter assignment within the same middle school site.

8  
9 14.2.9 Placement Date

10  
11 The District shall meet with each unit member on the  
12 Involuntary/Voluntary Excess Lists on the first Thursday following May 1<sup>st</sup>  
13 to select their new placement. The first Thursday following May 1 shall be the  
14 Placement Date.

15  
16 14.3 General Categories of Transfer

17  
18 14.3.1 Involuntary Excess

19  
20 Unit members shall be declared excess only on the basis of declining enrollment,  
21 reduction of services or changes in credential requirements mandated by law.

22  
23 14.3.1.1 When it is necessary to excess a unit member District Seniority list shall  
24 be used. This list shall be posted at each District site annually by February  
25 1, and amended throughout the school year as needed.

26  
27 14.3.1.2 Procedures for Declaring Unit Members Excess. The date to notify unit  
28 members of the deadline for both Voluntary and Involuntary Excesses  
29 based on projected loading for August/September for each school year  
30 shall be March 1<sup>st</sup>.

31  
32 14.3.1.3 Implementation of Involuntary Excess

33  
34  
35 14.3.1.3.1 Notification of Date of Excess. No Later than March 1<sup>st</sup> of  
36 each year, Human Resources shall notify unit members of the  
37 March 15<sup>th</sup> deadline for Involuntary Excess and the April 1st  
38 deadline for Voluntary Excess.

39  
40  
41 14.3.1.3.2 Notification of Assignment. By March 8<sup>th</sup>, of each year, all  
42 unit members shall receive written notification of their  
43 assignment for the next school year.

44  
45  
46 14.3.1.3.3 Date of Excess. March 15<sup>th</sup>, of each school year, shall be the  
47 date of excess and the deadline for the District to give written  
48 notification to unit members who are being Involuntary  
49 Excessed.  
50

1 14.3.1.3.4 The immediate supervisor at each District site, department or  
2 of each Special Unit shall notify those unit members identified  
3 by the District as excess. Notifications shall include the date  
4 of such identification and a copy shall be sent to Human  
5 Resources. The immediate supervisor shall, on the same day,  
6 notify in writing the other unit members of the excess and ask  
7 for volunteers to take the place of the excessed employee(s).  
8 (The order of excessing, in such a case, would remain  
9 unchanged.) A unit member may volunteer within five (5)  
10 work days to take the place of the Involuntary Excessed unit  
11 member and shall have the same rights and privileges and be  
12 subject to the same processes and procedures as Involuntary  
13 Excessed unit members.  
14

15  
16 14.3.1.4 Rights of Involuntary Excess  
17

18 14.3.1.4.1 Unit members who have been Involuntarily Excessed shall not  
19 again be declared excess for three (3) years from the date of  
20 excess, and shall have the right to exercise one of the following  
21 three options:  
22

- 23 A. The unit member shall have first right to an open  
24 continuing position at his/her original school or unit;  
25  
26 B. Within one (1) year of the date of excess, the unit  
27 member shall have first right to any open continuing  
28 position for which he/she is credentialed,  
29 provided that no other transferred employee is entitled  
30 to the option above;  
31  
32 C. In the event of the restoration of services, unit members  
33 excessed from the program have priority to return to  
34 that program within twenty-four (24) months of the  
35 date of excess.  
36

37 If a unit member exercises any of the above options, three  
38 (3) years of immunity shall be provided as defined above.  
39 Human Resources shall maintain a record of the use of  
40 options selected by Involuntarily Excessed. If two (2) or  
41 more Involuntarily Excessed unit members choose the same  
42 position and have the same seniority dates, the District shall  
43 use the CTA Election Alphabet for the current school year,  
44 as a tie breaking criterion. The unit member with the greatest  
45 seniority shall be offered the position.

14.3.1.5 Placement Process of Involuntary Excess.

14.3.1.5.1 The District shall provide the list of all open continuing positions to all unit members on the Involuntary Excess List by the last Thursday in April.

14.3.1.5.2 The Involuntary Excess Placement Date shall take place on the first Thursday following May 1<sup>st</sup>. The District shall meet with each unit member on the Involuntary Excess List according to District seniority.

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

14.3.1.5.3 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 Involuntary Excess unit members have been placed for the following year.

14.3.1.6 Unit Members Declared Excess For Whom There Are No Open Positions: If no position (other than daily substitute positions) is available at the Placement Date, the Involuntary Excessed unit member may elect to continue working at his/her present location in an instructional capacity (resource teacher, class-size reduction, etc.) until a position becomes available. This arrangement, however, shall be limited to thirty (30) business days, after which time a substitute position shall be permissible until a regular position is available.

14.3.1.7 Compensation for Unit Members Involuntarily Excessed

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

reimbursed to the unit member for the purchase of instructional materials.

#### 14.3.2 Voluntary Excess

Voluntary excess guarantees the unit member (TK-8) a transfer out of his/her present position if he/she does not have a current Improvement Plan. Subject to the District's right to reduce or eliminate services or positions, the position of a unit member requesting voluntary excess shall become an open continuing position vacancy as of six work days after April 1<sup>st</sup>, and the unit member shall be placed on the District Excess List, in order of District Seniority. Voluntary Excess requests for August/September of the following year shall be submitted by April 1<sup>st</sup> of each school year. The unit member shall notify Human Resources in writing that he/she is requesting to be Voluntarily Excessed. The unit member may withdraw his/her Voluntary Excess by written notice delivered to Human Resources no later than five work days after April 1<sup>st</sup>. Thereafter the unit member's Voluntary Excess election shall become irrevocable.

##### 14.3.2.1 Implementation of Voluntary Excess

14.3.2.1.1 Notification of Date of Excess. No later than March 1<sup>st</sup>, of each year, Human Resources shall notify unit members of the March 15<sup>th</sup> deadline for Involuntary Excess and the April 1<sup>st</sup> deadline for Voluntary Excess.

14.3.2.1.2 Notification of Assignment. By March 8<sup>th</sup>, of each year, all unit members shall receive written notification of their assignment for the next school year.

14.3.2.1.3 Date of Excess. April 1<sup>st</sup>, 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 15<sup>th</sup> is the deadline for the District to notify unit members who are being involuntary excessed.

14.3.2.1.4 Date of Vacancy. Six work days after April 1<sup>st</sup>, 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 the last Thursday in April.

14.3.2.2.2 On the first Thursday following May 1<sup>st</sup> (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.

1 14.3.5 Returnees from Management  
2

3 Returnees from management shall be placed after the unit members returning from  
4 leave. District Seniority shall determine the offer of placement to unit members  
5 returning from management.  
6

7 14.3.6 Requesting Voluntary Transfer  
8

9 Procedures for unit members desiring Voluntary Transfer: Transfer requests may be  
10 submitted to Human Resources at any time upon the posting of a certificated staff  
11 position. A separate request must be made for each posting, except for unit members  
12 volunteering to the District excess list. The unit member shall notify in writing Human  
13 Resources that he/she is requesting a transfer.  
14

15 Unit member applicants with the required qualifications for certificated job openings  
16 shall be guaranteed an interview for openings which occur between October 1 and  
17 April 15. Between October 1 and April 15, a voluntary transfer applicant who does  
18 not have a current Improvement Plan, shall be given priority over outside applicants if  
19 there are at least three (3) inside TK - 8 applicants for the position.  
20

21 The school losing a unit member through this voluntary transfer procedure will not be  
22 subject to this section. Unit member applicants who are not accepted shall be informed  
23 of the reasons in writing, if so requested. Interested unit members shall notify Human  
24 Resources in writing in order to be placed on a mailing list for notification of  
25 Certificated job openings between June 1 and September 1, annually. Mailings shall  
26 be sent on the same day as positions are posted.  
27

28 14.3.6.1 The District agrees to see that:  
29

30 A. A current list of available certificated positions within the District is  
31 posted in each school within five (5) work days of determination of  
32 vacancy.  
33

34 B. All openings shall be posted at each individual school site, and the  
35 District Office. Postings for classroom positions shall include location  
36 and grade level.  
37

38 C. All vacant positions shall be identified as open continuing positions or  
39 as newly created positions. (See 14.2.5 and 14.2.6.)  
40

41 D. The positions(s) shall include:  
42 — job descriptions  
43 — requirements  
44 — interviewing process  
45 — closing date  
46

47 E. The District's Voluntary Transfer form must be submitted to Human  
48 Resources. When a unit member is not selected following an interview  
49 for a position, he/she shall be notified in writing within ten (10)  
50 business days of the decision.

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

2  
3 14.3.6.2 Voluntary Transfer for Exchange of Position

4  
5 Nothing in this section shall prevent unit members from mutually agreeing  
6 to exchange positions with approval of the immediate supervisors.  
7 Reasons for denial shall be given to the unit member(s), if requested.  
8 These reasons shall be in writing, if requested.  
9

10 14.4 Filling of Newly Created Positions

11  
12 Newly created positions are to be open for application from all unit members in the  
13 District. Neither excess nor any other category of unit member shall receive preference  
14 for placement in newly created positions, as defined in Section 14.2.6.  
15

16 14.5 Administrator-Initiated Transfer

17  
18 14.5.1 Administrator-Initiated Transfer for Reasons of Crisis

19  
20 Emergency shall be defined as situations in which a reasonable and prudent person  
21 would agree that the District had no recourse other than to transfer the unit member.  
22

23 14.5.1.1 Administrator-Initiated transfer for those extraordinary situations which  
24 give rise to crisis within the District shall meet the following conditions:  
25

26 A. Such transfers shall be demonstrated to be in the best interest of the  
27 District and/or unit member.

28  
29 B. Administrator-Initiated transfers shall occur within ten (10) working  
30 days, of the event(s) which gave rise to the crisis.

31  
32 C. Unit members to be transferred shall be given the reason(s) for the  
33 transfer in writing at the time of the transfer.

34  
35 D. Reason(s) for Administrator-Initiated transfer shall include but not be  
36 limited to:

- 37  
38 — moral turpitude  
39 — physical illness  
40 — mental illness  
41 — physical safety of the unit member  
42 — alcoholism/drug abuse  
43

44 E. Such transfers shall not be punitive, disciplinary, or capricious, or for  
45 reasons of Professional Evaluation. (See Article 13.)  
46

47 14.5.2 Unit members administratively transferred shall not be transferred for three (3) years  
48 from the date of the Administrator-Initiated Transfer and shall have all rights under  
49 Section 14.3.1.7.



1 14.5.2.1 Immediately upon Superintendent's decision to administratively transfer a  
2 unit member, the District shall notify the Association of its decision and  
3 the reasons supporting it.  
4

5 14.5.2.2 Administrative transfers are grievable.  
6

7 14.6 Unit Member Reassignment  
8

9 14.6.1 A unit member shall be given ten (10) working days written notice of reassignment.  
10 The District shall provide one of the following:  
11

12  
13 14.6.1.1 \$250 voucher for instructional material, or the equivalent amount  
14 reimbursed to the unit member for the purchase of instructional  
15 materials; or  
16

17 14.6.1.2 Three (3) days release time (The administrator shall arrange for  
18 release time at the time of the change); or  
19

20 14.6.1.3 \$120 voucher for instructional materials, or the equivalent amount  
21 reimbursed to the unit member for the purchase of instructional  
22 materials, and one (1) day release time.  
23

24 14.6.2 At the written request of the unit member, the District shall provide the  
25 reason for reassignment in writing within ten (10) working days.  
26

27 14.6.3 Unless a unit member requests a change in assignment, he/she shall not  
28 be subject to reassignment more often than once in three (3) consecutive  
29 school years. Assignments from a combo class back to the original  
30 assignment shall not be considered a reassignment.  
31

32 14.6.4 Any unit member who is Voluntary Transferred, Involuntary Excessed or  
33 reassigned during the school year, shall be provided with boxes, packing equipment,  
34 assistance and transportation.  
35

36 14.6.5 Elementary school site administrator shall discuss the assignment of general  
37 education combination classes with certificated staff before making such  
38 assignments. Elementary school site administrator will seek volunteers to teach  
39 combination classes before making decision to assigned unit members to teach  
40 combination classes.  
41

42 Unless the needs of the District and students call for it, probationary unit members  
43 will generally not be assigned to teach elementary school combination classes. An  
44 elementary school unit member assigned to teach a combination classes pursuant to  
45 this subsection who requests a change in assignment to a single grade shall be  
46 reassigned to a single grade in the following school year if at all possible. This does  
47 not apply to Special Education classes containing students from more than one grade  
48 level or age level.

1           14.6.6   Unit members in a Special Unit and Itinerant Teachers shall be compensated  
2                   according to 14.6.1.1 when transferred from one school site/building to another, or  
3                   have a schedule change.  
4

5   14.7   Unit Member Assignment  
6

7           14.7.1   All unit members shall receive written notification of their assignment for nextschool  
8                   year by March 8<sup>th</sup>.  
9

10                   14.7.1.1.   A unit member shall not be reassigned more than one (1) time per three  
11                           consecutive school years, except when extraordinary circumstances  
12                           prevail or with the agreement of the unit member. Reasons for  
13                           reassignment shall be given in writing.  
14

15                   14.7.1.2.   No unit member shall be moved more than 1 (one) grade level per year  
16                           except by the unit member's request.  
17

18  
19           14.7.2   A bilingual unit member shall be assigned to a bilingual classroom where the primary  
20                   language instruction required corresponds with the unit member's language  
21                   proficiency, unless otherwise requested by the unit member.

## ARTICLE XV

### LEAVES

#### 15.1 General

15.1.1 The benefits provided unit member 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 unit member 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 unit member 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 unit member 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.

Illness of a family member. Members of the family are identified in Article 15.3.1.

Accident involving a unit member'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 unit member 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 15.1.4 Extension

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

7 15.1.5 Return from Leave

8  
9 Any unit member who is on leave for six (6) months or less between October 1st and  
10 May 1st of a school year shall have the right to the same school site or special unit.  
11 Under extraordinary circumstances exceptions may be granted by the Assistant  
12 Superintendent of Human Resources.  
13

14 15.1.6 Fringe Benefits

15  
16 During an authorized leave, when not under salary, the unit member shall have the right  
17 to pay any or all of his/her fringe benefit premiums.  
18

19 15.2 Health Related Leave

20  
21 15.2.1 Illness

22  
23 15.2.1.1 Days of accumulated sick leave shall be available to the unit  
24 member for use when absent due to illness, accident or quarantine.  
25

26 15.2.1.2 Extended Illness

27  
28 If a unit member has used all accumulated sick leave and is still  
29 absent from duties on account of illness or accident for a period of  
30 one hundred ten (110) school days or less, then the amount of salary  
31 deducted in any month shall not exceed the cost of a substitute or  
32 the amount equal to the cost of a substitute if none is used. The one  
33 hundred ten (110) days or less period during which the above  
34 deductions occur shall not begin until all other paid leave  
35 provisions have been exhausted. Unit members returning from  
36 extended illness must furnish a physician's statement and submit a  
37 medical release upon return to work.  
38

39 15.2.1.3 Industrial Accident and Illness Leave

40  
41 Section 44984 of the Education Code is implemented as follows:  
42

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

48 b. The total of the unit member's temporary disability indemnity  
49 and the portion of salary due him/her during his/her absence  
50 shall equal his/her full salary;

- 1 c. A unit member shall be deemed to have recovered from an  
2 industrial accident or illness, and thereby able to return to work,  
3 at such time as the unit member and his/her physician and/or a  
4 District physician agree that there has been such a recovery;  
5  
6 d. An industrial accident or illness as used in this paragraph means  
7 any injury or illness whose cause can be traced to the  
8 performance of services for the District;  
9  
10 e. The District's report of an industrial accident or illness shall be  
11 kept on file in the Business Office, with a copy to the unit  
12 member;  
13  
14 f. The District shall not deduct accumulated sick leave from the  
15 sick leave allotment of a unit member who is on industrial  
16 accident or illness leave.  
17

#### 18 15.2.2 Family and Medical Leave

19  
20 The District will comply with the Family and Medical Leave Act and the California  
21 Family Rights Act. See Appendix F.  
22

#### 23 15.2.3 Pregnancy Disability and Parental Leave

24  
25 See Appendix F.  
26

### 27 15.3 Bereavement Leave

28  
29 15.3.1 Bereavement Leave is leave at full pay. An employee shall be granted five (5) days of  
30 Bereavement Leave without loss of accumulated sick leave. Death of a member of  
31 his/her immediate family includes the following: mother, father, wife, husband, son,  
32 daughter, brother, sister, grandmother, grandfather, grandchildren, son-in-law,  
33 daughter-in-law, mother-in-law, father-in-law, step-mother, step-father, step-son, step-  
34 daughter, step-brother, step-sister, fiancé and/or significant other. Upon request of the  
35 employee, the Assistant Superintendent of Human Resources may grant Bereavement  
36 Leave for persons not listed above. Personal Necessity Leave may be used. Unit  
37 members shall not be required to provide proof of death.  
38

### 39 15.4 Civic Duties

#### 40 15.4.1 Military Leave

41  
42  
43 An employee shall be granted such leave and Military Leave pay as provided in the  
44 Military and Veteran's Code.  
45

#### 46 15.4.2 Leave for Judicial and Official Appearances

47  
48 Employees shall be entitled to leave without loss of pay to appear in court as a witness,  
49 other than as a litigant, or to respond to an official order from duly authorized  
50 government agencies, or to serve as a juror.

1 15.5 Educational Improvement and Leave Without Pay

2  
3 15.5.1 In-service

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

10  
11 15.5.2 Sabbatical Leave

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

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

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

28  
29 15.5.2.3 Sabbatical Leave proposals shall include the following:

- 30  
31 - Purpose of leave  
32 - Value to the employee  
33 - Value to the students or District  
34 - Estimated date of final report  
35

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

41  
42 15.5.2.4 Sabbatical applications shall be submitted prior to April 1 of each year.  
43 Prior to June 1 of each year, the Governing Board shall act upon each  
44 Sabbatical application. In extraordinary circumstances, the Superintendent  
45 may extend the deadline dates.  
46

47 15.5.3 Leave Without Pay

48  
49 The Governing Board shall grant one (1) year leaves of absence, without pay, to any  
50 employee who has rendered service to the District for one (1) or more years (other than

1 probationary or temporary contract employees) provided the employee demonstrates  
2 an intention to return to the District. The Board may grant extensions of leaves of  
3 absence. (Refer to 15.1.4.) Employees must submit to the District a leave of absence  
4 request form prior to June 30 of any school year to be considered for a leave of absence  
5 without pay for the succeeding school year. Requests for a leave of absence without  
6 pay may be denied by the District for operational reasons.  
7

8 15.6 There shall be a procedure governing the granting of part-time leave arrangements. Any  
9 changes in the procedure shall be made with the assistance of the Association.  
10

11 15.7 Shared Contract Status  
12

13 Employees may be granted shared contract status. With the supervisor's approval and mutual  
14 agreement of employees, a shared contract shall continue without reapplication from year to  
15 year. Terms of the contract shall be by mutual agreement between the employees involved.  
16

**ARTICLE XVI**  
**SALARY**

16.1 Salary Increases

For the term of this agreement:

All AREA unit members employed during the 2024 – 2025 school year shall receive a onetime off-schedule payment equal to 1.00% (one percent) on the 2023 – 2024 salary schedule. AREA members who were not employed full time or not employed during the entire instructional year shall have this amount pro-rated. In exchange, the District and AREA agree to form a subcommittee, comprised of 3-5 equal members of the bargaining unit and the district, to explore how to increase the Kindergarten minutes up to a full day. The subcommittee shall be advisory and informational only, and any changes in working conditions shall be bargained between the District and AREA. The subcommittee shall meet no less than 4 times during the 2025-2026 school year. AREA members shall be given release time from the classroom for this purpose.

There will be reopeners for the 2025-2026 and 2026-2027 school year which shall commence no later than February 1<sup>st</sup>, 2025.

16.1.1 Psychologists, Speech and Language Pathologists, and School Nurses shall be paid according to the Nurses, Psychologists, and Speech Therapists Salary Schedule.

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 ( $2/3$ ). 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, Early Childhood Education (ECE), 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 1<sup>st</sup> and/or on February 1<sup>st</sup>.

(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 15<sup>th</sup>.

(2) To receive such credit retroactive to February 1<sup>st</sup> 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 15<sup>th</sup>.

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 1<sup>st</sup>, 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 31<sup>st</sup> 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 twelve (12) years at the time of initial placement on the salary schedule for previous credentialed 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 years' 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 credentialed service to the District (inclusive of the transfer credit received under Article 16.3.1) shall receive career increments.

Effective July 1, 2024, the base for the increment at Year 15 shall be \$3,269, Year 20 shall be \$4,579, and Year 25 shall be \$5,889.

#### 16.3.4 Higher Degree Stipend

Unit members who hold a Master's Degree or a National Board for Professional Teaching Standards Certificate (NBPTSC) shall receive an annual total stipend of One Thousand, Nine Hundred Twenty-five Dollars (\$1,925); 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.

#### 16.3.5 Bilingual Teacher Stipend

Effective July 1, 2019, an annual stipend of \$500 (five hundred dollars) shall be paid to members who hold a BCLAD credential. Effective July 1, 2022, an additional annual stipend of \$3,000 (three thousand dollars) shall be paid to members who hold a BCLAD credential and are teaching in a Dual Language Immersion classroom.

#### 16.3.6 Overnight Education Payment

Effective July 1, 2019, a daily payment of \$250.00 (two hundred fifty dollars) shall be paid to members who accompany students on any District approved overnight events or activities.

1 16.3.7 SDC/RSP/Adapted PE Stipend

2  
3 Effective July 1, 2019, an annual stipend of \$500 (five hundred dollars) shall be paid  
4 to members who hold a Special Education related credential or School Nurse Services  
5 Credential. Effective July 1, 2023, an annual stipend of \$4,000 (four thousand dollars)  
6 shall be paid to members who hold a Special Education related credential and who are  
7 in a Special Education assignment. This stipend only applies to members on the  
8 Certificated Salary Schedule.  
9

10 16.4 Employees who work less than a full year or a full day shall receive salaries and  
11 fringe benefits pro-rated on the basis of their regular annual salaries.  
12

13 16.5 Employees who are required to work more than the employee work year shall be paid  
14 at their daily rate of pay or receive compensatory time at the employee's option.  
15

16 16.6 For specified meetings or activities members shall be paid the current extended duty  
17 hourly rate as defined on the salary schedule. Optional in-services may be offered without  
18 compensation or at a fixed stipend.  
19

20 16.7 The regular payroll period shall be defined as monthly, beginning with the first (1st) of each  
21 month. Salary payments shall be made in accordance with California Education Code and  
22 aligned to the payroll deadlines and schedules established by the Santa Clara County Office  
23 of Education.  
24

25 16.8 Salary Schedule (See attached.)  
26

27 16.8.1 The annual salary for an employee's work year shall be as provided in Appendix A.  
28

29 16.8.2 The annual salary for a Speech Therapist, Nurse, and Psychologist's work year shall  
30 be as provided in Appendix A.  
31

32  
33  
34  
35 16.9 Payroll/Compensation Error Resolution  
36

37 AREA and the district recognize that any amount underpaid by the district to an employee  
38 must be recovered by the employee, pursuant to law. This applies to all salary or other  
39 monetary issues.  
40

41  
42 When the district has underpaid an employee, the district shall immediately set about to  
43 determine the correct amount to make the employee whole. The district shall make every effort  
44 to complete this determination within ten (10) business days. The district shall then make every  
45 effort to pay the appropriate amount within ten (10) business days from the date of the  
46 determination.  
47

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

6  
7 Such evidence must be provided to the district within 60 days of the error. The district shall  
8 make every effort to issue payments to the employee within ten (10) business days from the  
9 date appropriate evidence is provided.

10

**ARTICLE XVII**  
**UNIT MEMBER BENEFITS**

17.1 Medical and Dental Insurance

17.1.1 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 (See Appendix H). 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 t h e 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 20<sup>th</sup>, annually: Applications made by employees to the District  
May 15<sup>th</sup>, 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 shall be the extended duty hourly rate for required instructional time. In addition, there shall be thirty (30) minutes paid preparation time spent on campus for each hour of instructional time. Fifteen (15) minutes of this preparation time may be used for other supervisory duties.
- 20.3.2 Extended Year Program checks shall be paid in accordance with California Education Code and aligned to the payroll deadlines and schedules established by the Santa Clara County Office of Education so long as the payment schedules are consistent with the California Education Code.
- 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
- 20.5.1 Employees shall have one (1) day of paid sick leave. Sick leave unused during the Extended Year Program shall accrue with regular sick leave.
- 20.5.2 When it becomes necessary for an Extended Year Program employee to be absent beyond his/her one (1) day of sick leave, the District shall pay the full daily rate to the substitute, who is in the bargaining unit.
- 20.6 By the 5<sup>th</sup> 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.

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

April 20<sup>th</sup>, annually - Applications for specific programs made by employees to the District.  
May 15<sup>th</sup>, annually - Notification of employees selected dependent on enrollment.

21.3 Summer School Salaries

21.3.1 The salary for the Summer School Program shall be the extended duty hourly rate for the required instructional time. In addition, there shall be thirty (30) minutes paid preparation time for each hour of instructional time. Fifteen (15) minutes of this preparation time may be used for other supervisory duties.

21.3.2 Summer School checks shall be paid in accordance with California Education Code and aligned to the payroll deadlines and schedules established by the Santa Clara County Office of Education so long as the payment schedules are consistent with the California Education Code.

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 one (1) day of paid sick leave, any subsequent absences shall be deducted from the employee's total number of summer school extended duty hours (6 hours/day).

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

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

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

11  
12 23.2.1.6 Training shall be provided in the performance of their functions as deemed  
13 necessary by the majority of the committee.

14  
15 23.2.2 Responsibilities

16  
17 23.2.2.1 Establishing the Joint Committee's internal operating procedures.

18  
19 23.2.2.2 Adopting guidelines for implementing the provisions of this Article  
20 consistent with the provisions of law. The guidelines adopted by the Joint  
21 Committee will be distributed annually to all bargaining unit members and  
22 administrators by the last working day in September.

23  
24 23.2.2.3 Establishing procedures and guidelines for the PAR program and selection  
25 of consulting teachers.

26  
27 23.2.2.4 Selecting consulting teachers, re-selecting them annually, and removing  
28 them if necessary.

29  
30 23.2.2.5 Providing training for the consulting teachers as deemed necessary by the  
31 committee.

32  
33 23.2.2.6 Assessing the performance of the consulting teachers in the PAR Program.

34  
35 23.2.2.7 Developing the budget for submission to the Governing Board.  
36 Administering and overseeing all funds budgeted for the PAR Program as  
37 specified in this article to support the Joint Panel, Consulting Teacher and  
38 their activities.

39  
40 23.2.2.8 Providing written notification of participation in the PAR Program to the  
41 Referred Participating Teacher, the Consulting Teacher, and the Site  
42 Principal.

43  
44 23.2.2.9 Preparing an annual report of the PAR Program to the governing board and  
45 Association, which will include the Program's impact, number of  
46 Participating Teachers and recommendations for improvement of the  
47 Program.  
48

- 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 evaluation  
4 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:

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

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

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

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

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

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

23.3.4 Consulting Teachers shall receive release time for needed classroom observations and training. Consulting Teachers shall receive a stipend of \$3000 and the extended duty hourly rate for work outside the work day.

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

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

23.3.7 Participating Teachers in the Program

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

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 TeacherParticipants

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 TeacherParticipants

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 Consulting

- 1 Teacher will make at least two (2) classroom observations per month of the  
2 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 Teacher  
6 as per Article XIII. No information of an evaluative nature resulting from  
7 participation in the PAR Program can be used in the Referred Teacher's  
8 formal evaluation, except the results of the employee's participation in  
9 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 committee,  
42 the Participating Teacher may be present. The Participating Teacher may  
43 not be present during deliberations of the Committee, which are closed and  
44 confidential. The Committee may request additional follow-up  
45 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 each  
11 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 and  
18 shall be given to all parties concerned, including the Association, within ten (10) work  
19 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 utilized  
27 by the District for disciplinary action against the employee, except for those verified  
28 complaints directly resulting from violation of State law. Nothing ensuing from a  
29 parental complaint shall be placed in an employee's file unless it has been verified at  
30 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 conducted  
36 by the District at which the unit member is not present. Any Unit Member interviewed  
37 shall have Association representation. Any Unit Member who declines Association  
38 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 employees  
8 who are transferred due to layoff shall have the same rights as those who are involuntarily  
9 excessed.  
10

**ARTICLE XXVII  
CATASTROPHIC LEAVE**

**27.1 Definitions**

27.1.1 "Catastrophic illness or injury" means any illness or injury that incapacitates a unit member for an extended period of time, or that incapacitates a member of the unit member's family, which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and other paid time off. Examples of catastrophic illness or injury include, but are not limited to: cancer, heart attacks or strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer's.

27.1.2 "Day", for the purposes of this Article, means any day a unit member is expected to be on duty as determined by the terms of this Agreement.

27.1.3 "Family member" shall be defined as spouse, registered domestic partner, parent, or child. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child. "Parent" means a biological, foster, or adoptive parent, a step parent, or a legal guardian.

27.1.4 "Eligible leave credits" means sick leave accrued to the donating employee.

**27.2 Eligibility and Contributions**

27.2.1 Unit members on active duty with the District who have a minimum of ten (10) days of accrued sick leave are eligible to contribute to the Catastrophic Leave Bank.

27.2.2 Participation is voluntary. Only contributors will be permitted to withdraw from the Bank.

27.2.3 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the following year's open enrollment period to join and are not eligible to withdraw from the Bank until they are enrolled.

27.2.4 The contribution, on the appropriate form (Appendix G), shall be authorized by the unit member and continued from year to year until canceled by the unit member.

27.2.5 Cancellation occurs automatically whenever a unit member is unable to make their annual contribution. Cancellation, on the proper form, may be affected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned upon cancellation.

- 1 27.2.6 Contributions shall be made between July 1 and October 1 of each year.  
2 Eligible unit members returning from extended leave, which included the enrollment  
3 period, and eligible new hires are permitted to contribute within 30 calendar days of  
4 resuming or beginning work.  
5
- 6 27.2.7 The rate of contribution by each participating unit member shall be limited to  
7 one (1) day of sick leave every other year. Contributions are irrevocable.  
8
- 9 27.2.8 Part-time unit members may contribute and use catastrophic leave on a pro-  
10 rata basis.  
11
- 12 27.3 Withdrawal from the Bank  
13
- 14 27.3.1 Catastrophic Leave Bank participants whose sick leave is  
15 exhausted may withdraw from the Bank for catastrophic illness or injury.  
16
- 17 27.3.2 Unit members must use all sick leave, but not differential leave, available to  
18 them before being eligible for a withdrawal from the Bank. Participants who  
19 are approved and who have exhausted all accrued sick leave are entitled to  
20 supplement their differential leave with Catastrophic Leave charged at one-half  
21 day increments.  
22
- 23 27.3.3 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no  
24 more than twenty (20) days. Unit members may submit requests for extensions  
25 of withdrawals as their prior grants expire. A unit member's withdrawal from the  
26 bank may not exceed the statutory maximum period of twelve consecutive  
27 months.  
28
- 29 27.3.4 Unit members applying to withdraw or extend their withdrawal from the  
30 Catastrophic Leave Bank will be required to submit a doctor's statement  
31 indicating the nature of the illness or injury and the probable length of absence  
32 from work.  
33
- 34 27.3.5 If a unit member has drawn twenty (20) Catastrophic Leave Bank days and  
35 requests an extension, the Assistant Superintendent for Human Resources  
36 may require a medical review by a physician of the District's choice at the  
37 unit member's expense. Refusal to submit to the medical review will  
38 terminate the unit member's continued withdrawal from the Bank. The  
39 Assistant Superintendent for Human Resources may deny an extension of  
40 withdrawal from the Catastrophic Leave Bank based upon the medical report.  
41
- 42 27.3.6 Catastrophic leave credits shall not be used for illness or injury which qualify  
43 the unit member for workers' compensation benefits.  
44
- 45 27.3.7 If the unit member may be eligible for a Disability Award or a Retirement  
46 under STRS or, if applicable, Social Security, the District may require the unit  
47 member to apply for disability or retirement. Failure of the unit member to  
48 submit a complete application, including medical information provided by the  
49 unit member's physician, within twenty (20) calendar days of the request shall  
50

1                   disqualify the unit member from further Catastrophic Leave Bank payments.  
2                   Any requests for additional medical information from STRS and Social  
3                   Security shall be submitted within ten (10) days or the unit member's  
4                   entitlement to Catastrophic Leave Bank payments will cease.  
5

6                   27.3.8 If the Catastrophic Leave Bank does not have sufficient days to fund a  
7                   withdrawal request, the District is under no obligation to pay the participant  
8                   any funds whatsoever. If a request for withdrawal is denied because of  
9                   insufficient days to fund the request, the District shall notify the unit member,  
10                  in writing, of the reason for the denial.  
11

12                  27.3.9 Catastrophic Leave Bank unit member participants who are denied a withdrawal or whose  
13                  withdrawal is not renewed or terminated may, within ten (10) days of denial, appeal, in writing,  
14                  to the Superintendent. The Superintendent shall hold a hearing within fifteen (15) days. The  
15                  Superintendent shall issue a confidential written decision within fifteen (15) workdays of the  
16                  hearing. If the unit member's incapacitation does not allow participation in this appeal process,  
17                  the unit member's agent or member of the family may process the appeal.  
18

19                  27.3.10 Approval or denial of catastrophic leave requests shall be final and not subject to  
20                  grievance.  
21

22                  27.3.11 Participants and applicants shall complete the form attached in Appendix G.  
23

24                  27.3.12 Unit members do not accrue sick leave while using catastrophic leave credits. If the  
25                  catastrophic illness or injury crosses over into a new school year, the unit member shall  
26                  first exhaust all newly accrued sick leave before drawing down any remaining balance  
27                  of approved Catastrophic Leave Bank Days.  
28

#### 29                  27.4   Administration of the Bank 30

31                  27.4.1 The Human Resources office shall maintain the records of the  
32                  Catastrophic Leave Bank, receive withdrawal requests, verify the validity   of  
33                  requests, approve or deny the requests, and communicate its decision, in writing, to  
34                  the unit member participants.  
35

36                  27.4.2 The District shall approve all properly submitted requests complying with the  
37                  terms of this Article on a first come first served basis. Withdrawals may not be  
38                  denied on the basis of the type of illness or injury, except as provided in this  
39                  Article. The District may confer with the Association president as needed.  
40

41                  27.4.3 In the event the parties agree to discontinue the Bank, the parties will negotiate  
42                  how the hours donated will be returned to the donating unit members.  
43

44                  27.4.4 The Association shall indemnify and hold the District harmless from any and all  
45                  claims, demands or suits, or other action arising from the District's implementation  
46                  and administration of Article 27.4.3 "Catastrophic Leave Bank", including  
47                  reasonable attorney fees and costs. The Association as the indemnitor shall have the  
48                  exclusive right to decide and determine which matters shall or shall not be  
49                  compromised, resisted, defended, tried or appealed.  
50  
51



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

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

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

9 9.10 CDC/Latchkey  
10

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

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

18 9.10.1.1 CDC or Latchkey Program employees that work full-time on days when  
19 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 workdays.  
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.

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 years  
7 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 shall  
24 be entitled to one (1) hour compensatory time for each one-half (1/2) hour beyond the closing  
25 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

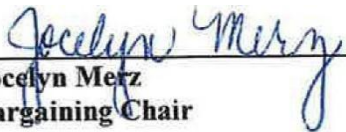
30 16.9.2 Part-time Child Development Center or Latchkey Program employees that work in  
31 kindergarten or school age shall have the option to work a full day in their contracted  
32 class assignment on days that District schools are not in session. The employee shall  
33 be paid his/her hourly rate of pay for each hour worked.  
34  
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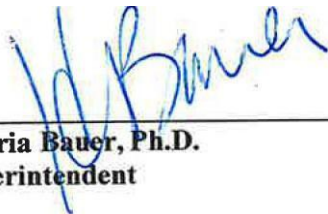
1 16.10 A part-year Child Development Center or Latchkey Program employee (as defined in 4.3.3)  
2 shall have the option of receiving payment of salary in eleven (11) or twelve (12) equal  
3 installments.  
4

5  
6 Agreed on: January 27, 2022.  
7  
8  
9

10 **Alum Rock Educators Association, CTA/NEA**  
11  
12

13   
14 \_\_\_\_\_  
15 **Jocelyn Merz**  
16 **Bargaining Chair**  
17  
18  
19  
20

21 **Alum Rock Union Elementary School District**  
22  
23

24   
25 \_\_\_\_\_  
26 **Hilaria Bauer, Ph.D.**  
27 **Superintendent**  
28

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9

## **GLOSSARY**

## GLOSSARY

1  
2  
3 1. ADAPTED PHYSICAL EDUCATION SPECIALISTS (APE)

4  
5 Personnel who are certified adapted physical education specialists whose primary job function  
6 requires offering adapted physical education to special education and other students who  
7 qualify for adaptive physical education.  
8

9 2. AGGRIEVED

10  
11 An employee or employees, including the Association or representative thereof, making a  
12 claim.  
13

14 3. AGREEMENT

15  
16 The Articles and provisions contained in this contract.  
17

18 4. ASSOCIATION

19  
20 Alum Rock Educators Association/California Teacher Association/National Education  
21 Association  
22

23 5. ASSOCIATION GRIEVANCE/COMPLAINT

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

27 6. BARGAINING UNIT

28  
29 Alum Rock Educators Association/California Teacher Association/National Education  
30 Association.  
31

32 7. BEREAVEMENT

33  
34 Days granted in addition to sick leave for the purpose of bereavement.  
35

36 8. BOARD

37  
38 The Governing Board of the Alum Rock Union Elementary School District.  
39

40 9. BUSINESS DAY

41  
42 A day when the District Office is open.  
43

44 10. CALENDAR DAYS

45  
46 Refers to any of the days of the months July through June.  
47

48 11. CLAIM

49  
50 A written assertion or a grievance or complaint by the aggrieved.



12. CLASS SIZE

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

13. CLASSIFIED SPECIAL EDUCATION STUDENTS

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

14. COMPLAINT

An assertion by an employee 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, or unfair or inequitable treatment, or a condition which jeopardizes an employee's health (See Article V).

15. CONTINUING POSITION

An existing position that has been vacated.

16. CSIS

California School Information System

17. DISTRICT

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

18. DISTRICT SITE

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

19. EXCESS

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

20. EXTENDED DUTY HOURLY RATE

See current salary schedule for rate.

21. GRIEVANCE

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

1 22. IEP

2  
3 Individualized Educational Plan  
4

5 23. IMMEDIATE SUPERVISOR

6  
7 The management person having immediate jurisdiction over the employee.  
8

9 24. ITINERANT EMPLOYEE

10  
11 Any employee who travels from site to site providing services.  
12

13 25. JOINT STUDY COMMITTEE

14  
15 A committee that is made up of Association and District representatives.  
16

17 26. NEWLY CREATED POSITION

18  
19 (1) A position which in the previous year did not exist at a school or at the District level  
20 which may include, but is not limited to, changes in job description(s),  
21

22 OR

23  
24 (2) Any position created by an increase in enrollment which causes employment of an  
25 additional teacher.  
26

27 27. PARTY IN INTEREST

28  
29 Any person who might be required to take action, or against whom an action might be taken,  
30 in order to resolve a claim, complaint, or grievance.  
31

32 28. PER DEIM (Daily Rate of Pay)

33  
34 The employee's annual salary divided by the number of days in the employee's work year. The  
35 formula for the calculation for per diem shall be as follows: The Unit Member's total salary  
36 divided by the total number of days in the Work Year.  
37

38 29. PLANNING/PREPARATION DAY

39  
40 A work day during which time pupils are not in attendance. (See Article 4.2)  
41

42 30. POINT TWO RATE OF PAY (.20)

43  
44 Any unit member who teaches a zero (0) instructional period, or a seventh (7th) instructional  
45 period, that extends beyond the 405 minute workday, shall be paid an additional .20 (twenty  
46 percent) of their salary. (See Article 9.2)  
47

48 31. PROFESSIONAL DEVELOPMENT DAY

49  
50 A work day during which time pupils are not in attendance. (See Article 4.2)

32. REASSIGNMENT

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

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

33. REPRESENTATIVE

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

34. SPECIAL UNIT

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

35. SUPERINTENDENT

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

36. SUPERVISION

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

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

37. TEACHING DAY

A day when pupils are in attendance.

38. TEACHING TERM

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

39. TRANSFER

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

40. UNIT MEMBERS

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

41. WORK DAY

A day during which employees are required to be in attendance. This may be a teaching day or a Planning/Preparation day. For employees this means four hundred five (405) minutes on

1 campus. This time includes at least twelve (12) minutes before class, a duty-free lunch period,  
2 all breaks and recesses, and at least twelve (12) minutes after the instructional day.

3  
4 42. WORK YEAR

5  
6 For the 2023 – 2024 school year the work year, as defined and used in this agreement, shall  
7 be a one hundred eighty-three (183) day work year and shall consist of one hundred eighty  
8 (180) instructional days, two (2) planning/preparation days, and one (1) day of professional  
9 development. Beginning in the 2024-2025 school year the work year shall be defined as and  
10 used in this Agreement shall be a one hundred eighty-four (184) day work year and shall  
11 consist of one hundred eighty (180) instructional days, two (2) planning/preparation days,  
12 and two (2) days of professional development.

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**9**  
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**APPENDIX A**  
**SALARY SCHEDULES**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT							
SALARY SCHEDULE							
CERTIFICATED							
2023-24 (8.2% with 1 additional work day in 2023-24 and 2 additional work days starting in 2024-25)							
						Board Approved: October 12, 2023	
						Effective: July 1 , 2023	
	00 - 09	10 - 19	20 - 29	30 - 39	40 - 49	50 - 59	60 +
1	\$ 69,440	\$ 69,440	\$ 69,440	\$ 69,440			
2	\$ 69,440	\$ 69,440	\$ 69,440	\$ 71,093			
3	\$ 69,440	\$ 69,440	\$ 70,069	\$ 74,091			
4	\$ 69,440	\$ 69,440	\$ 73,056	\$ 77,080	\$ 81,057		
5	\$ 69,440	\$ 72,082	\$ 76,057	\$ 80,078	\$ 84,103	\$ 88,079	
6		\$ 75,069	\$ 79,093	\$ 83,072	\$ 87,087	\$ 91,068	\$ 95,979
7		\$ 78,060	\$ 82,086	\$ 86,057	\$ 90,085	\$ 94,105	\$ 99,017
8			\$ 85,081	\$ 89,107	\$ 93,124	\$ 97,100	\$ 102,059
9				\$ 92,094	\$ 96,078	\$ 100,090	\$ 105,057
10					\$ 99,110	\$ 103,083	\$ 108,106
11						\$ 106,080	\$ 111,647
12							\$ 116,215
Effective July 1, 2023, Extended Duty Hourly Rate:					\$ 52.40		
Longevity increments:							
15th Year	\$	3,269.00					
20th Year	\$	4,579.00					
25th Year	\$	5,889.00					
Earned Masters: \$1,925 on base salary							
National Board: \$1,925 on base salary							
Earned Doctorate: \$2,000 on base salary							
Work year calendar is 183 days in 2023-24 and 184 days starting in 2024-25.							
Minimum Salary Established (\$ 69,440)							

<b>ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT</b>						
<b>SALARY SCHEDULE</b>						
<b>PSYCHOLOGISTS, SPEECH THERAPISTS &amp; NURSES</b>						
<b>2023-24 (8.2% with 1 additional work day in 2023-24 and 2 additional work days starting in 2024-25)</b>						
					<b>Board Approved: October 12, 2023</b>	
					<b>Effective: July 1, 2023</b>	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>\$ 106,715</b>	<b>\$ 112,647</b>	<b>\$ 118,569</b>	<b>\$ 121,524</b>	<b>\$ 124,491</b>	<b>\$ 127,460</b>	<b>\$ 130,429</b>
	<b>Effective July 1, 2023, Extended Duty Hourly Rate:</b>			<b>\$ 52.40</b>		
	<b>Longevity increments:</b>					
	<b>15th Year</b>	<b>\$ 3,269.00</b>				
	<b>20th Year</b>	<b>\$ 4,579.00</b>				
	<b>25th Year</b>	<b>\$ 5,889.00</b>				
	<b>Earned Masters: \$1,925 on base salary</b>					
	<b>National Board: \$1,925 on base salary</b>					
	<b>Earned Doctorate: \$2,000 on base salary</b>					
	<b>Work year calendar is 183 days in 2023-24 and 184 days starting in 2024-25.</b>					

APPENDIX B

EDUCATION CODE PROVISIONS REGARDING  
DISCIPLINE OF STUDENTS

**EDUCATION CODE - EDC**

**TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 64100]**

*( Title 2 enacted by Stats. 1976, Ch. 1010. )*

**DIVISION 4. INSTRUCTION AND SERVICES [46000 - 65001]**

*( Division 4 enacted by Stats. 1976, Ch. 1010. )*

**PART 27. PUPILS [48000 - 49703]**

*( Part 27 enacted by Stats. 1976, Ch. 1010. )*

**CHAPTER 6. Pupil Rights and Responsibilities [48900 - 49051]**

*( Chapter 6 enacted by Stats. 1976, Ch. 1010. )*

**ARTICLE 1. Suspension or Expulsion [48900 - 48927]**

*( Article 1 repealed and added by Stats. 1983, Ch. 498, Sec. 91. )*

**48900.**

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district 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 (r), 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 a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an 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, a 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 a 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 a 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) Stole or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or 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 the 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 drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) (1) 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.
- (2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.
- (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 purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.



- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (p) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- (q) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
- (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
- (2) (A) "Electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- (i) A message, text, sound, video, or image.
- (ii) A post on a social network Internet Web site, including, but not limited to:
- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible Impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- (iii) (I) An act of cyber sexual bullying.
- (II) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (III) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- (B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.
- (r) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district 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 a school activity or school 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 be subject to 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) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900. 5.
  - (v) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.
- (Amended by Stats, 2018, Ch. 32, See, 49, (AB 1808) Effective June 27, 2018.)*

#### **48900.1.**

- (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).
- (Amended by Stats, 2004, Ch. 895, See, 9, Effective January 1, 2005.)*

#### **48900.2.**

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, Ch. 909, See, 2, Effective January 1, 1993.)*

### **48900.3.**

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.

*(Amended by Stats, 1999, Ch. 646, Sec. 25, Effective January 1, 2000.)*

### **48900.4.**

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.

*(Amended by Stats, 2002, Ch. 643, Sec. 2. Effective January 1, 2003.)*

### **48900.5.**

(a) Suspension, including supervised suspension as described In Section 48911.1, shall be imposed only when other means of correction fail to bring about proper conduct. A school district may document the other means of correction used and place that documentation in the pupil's record, which may be accessed pursuant to Section 49069. However, a pupil, including an individual with exceptional needs, as defined In Section 56026, may be suspended, subject to Section 1415 of Title 20 of the United States Code, 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.

(b) other means of correction include, but are not limited to, the following:

(1) A conference between school personnel, the pupil's parent or guardian, and the pupil.

(2) Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.

(3) Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and Implement individualized plans to address the behavior in partnership with the pupil and his or her parents.

(4) Referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).

(5) Enrollment in a program for teaching prosocial behavior or anger management.

(6) Participation in a restorative justice program.

(7) A positive behavior support approach with tiered interventions that occur during the schoolday on campus.

(8) After-school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.

(9) Any of the alternatives described in Section 48900.6.

*(Amended by Stats, 2012, Ch. 425, Sec. 3. (AB 1729) Effective January 1, 2013.)*

### **48900.6.**

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 non-school 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.  
(Amended (as amended by Stats. 1995, Ch. 972) by Stats. 2000, Ch. 225, Sec. 1. Effective January 1, 2001.)

#### **48900.7.**

(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, Ch. 405, Sec. 1. Effective January 1, 1998.)

#### **48900.8.**

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.

(Amended by Stats. 2005, Ch. 677, Sec. 33. Effective October 7, 2005.)

#### **48900.9.**

(a) The superintendent of a school district, the principal of a school, or the principal's designee may refer a victim of, witness to, or other pupil affected by, an act of bullying, as defined in paragraph (1) of subdivision (r) of Section 48900, committed on or after January 1, 2015, to the school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and participation in a restorative justice program, as appropriate.

(b) A pupil who has engaged in an act of bullying, as defined in paragraph (1) of subdivision (r) of Section 48900, may also be referred to the school counselor, school psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling, or for participation in a restorative justice program, pursuant to Section 48900.5.

(Amended by Stats. 2015, Ch. 303, Sec. 104. (AB 731) Effective January 1, 2016.)

#### **48901.**

(a) No school shall permit the smoking or use of a tobacco product 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.

(c) For purposes of this section, "smoking" has the same meaning as in subdivision (c) of Section 22950.5 of the Business and Professions Code.

(d) For purposes of this section, "tobacco product" means a product or device as defined in subdivision (d) of Section 22950.5 of the Business and Professions Code.

*(Amended by Stats. 2016, 2nd Ex. Sess., Ch. 7, Sec. 9. (SB 5 2x) Effective June 9, 2016.)*

#### **48901.5.**

(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.

*(Amended by Stats. 2002, Ch. 253, Sec. 2. Effective January 1, 2003.)*

#### **48902.**

(a) The principal of a school or the principal's designee shall, before 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 school day after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authorities of the county or the school district in which the school is situated of any acts of the pupil 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 enforcement authorities of the county or city in which the school is located of any acts of a pupil 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. The principal of a school or the principal's designee shall report any act specified in paragraph (1) or (5) of subdivision (c) of Section 48915 committed by a pupil or nonpupil on a schoolsite to the city police or county sheriff with jurisdiction over the school and the school security department or the school police department, as applicable.

(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 principal of a school or the principal's designee reporting a criminal act committed by a school age 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 Section 1415(k)(6) 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.).

*(Amended by Stats. 2013, Ch. 76, Sec. 41. (AB 383) Effective January 1, 2014.)*

#### **48903.**

(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.

*(Amended by Stats. 1998, Ch. 527, Sec. 1, Effective January 1, 1999.)*

#### **48904.**

(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), adjusted annually for inflation. The parent or guardian shall be liable also for the amount of any reward not exceeding ten thousand dollars (\$10,000), adjusted annually for inflation, 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 school district or private school authorized to make the demand.

(2) The Superintendent annually shall compute an adjustment of the liability limits prescribed by this subdivision to reflect the percentage change in the average annual value of 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 prior fiscal year. The annual adjustment shall be rounded to the nearest one hundred dollars (\$100).

(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 school 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.

*(Amended by Stats. 2012, Ch. 589, Sec. 10. (AB 2662) Effective January 1, 2013.)*

#### **48904.3.**

(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.

*(Amended by Stats. 2002, Ch. 492, Sec. 2, Effective January 1, 2003.)*

#### **48905.**

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.

*(Repealed and added by Stats. 1983, Ch. 498, Sec. 91, Effective July 28, 1983,)*

#### **48906.**

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.

*(Amended by Stats. 2005, Ch. 279, Sec. 1, Effective January 1, 2006.)*

#### **48907.**

(a) Pupils of the public schools, including charter 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 the 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 that so incites pupils 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.

(b) The governing board or body of each school district or charter school 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.



(c) Pupil 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 pupil publications within each school to supervise the production of the pupil staff, to maintain professional standards of English and journalism, and to maintain the provisions of this section.

(d) 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 a limitation of pupil expression under this section.

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

(f) This section does not prohibit or prevent the governing board or body of a school district or charter school from adopting otherwise valid rules and regulations relating to oral communication by pupils upon the premises of each school.

(g) An employee shall not be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a pupil engaged in the conduct authorized under this section, or refusing to infringe upon conduct that is protected by this section, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.

*(Amended by Stats. 2010, Ch. 142, Sec 2, (SB 438) Effective January 1, 2011,)*

#### **48908.**

All pupils shall comply with the regulations, pursue the required course of study, and submit to the authority of the teachers of the schools.

*(Repealed and added by Stats. 1983, Ch. 498, Sec. 91, Effective July 28, 1983,)*

#### **48909.**

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.

*(Amended by Stats. 1991, Ch. 1202, Sec. 1.)*

#### **48910.**

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

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



(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.  
(Amended by Stats. 2004, Ch. 895, Sec. 10. Effective January 1, 2005.)

#### **48911.**

(a) The principal of the school, the principal's designee, or the district 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 district superintendent of schools shall be preceded by an informal conference conducted by the principal, the principal's designee, or the district 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 district superintendent of schools. At the conference, the pupil shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required under Section 48900.5, 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 district 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 district 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 district 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 before 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. If 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 for the suspension, to the governing board of the school district or to the district superintendent of schools in accordance with the regulations of the governing board of the school district.

(f) (1) The parent or guardian of a pupil shall respond without delay to a request from school officials to attend a conference regarding his or her child's behavior.

(2) No penalties shall 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 a school or suspension for the balance of the semester from continuation school is being processed by the governing board of the school district, the district superintendent of schools or other person designated by the district superintendent of schools in writing may extend the suspension until the governing board of the school district has rendered a decision in the action. However, an extension may be granted only if the district superintendent of schools or the district 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 is a foster child, as defined in Section 48853.5, the district superintendent of schools or the district superintendent's designee, including, but not limited to, the educational liaison for the school district, shall also invite the pupil's attorney and an appropriate representative of the county child welfare agency to participate in the meeting. 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) (1) For purposes of this section, a "principal's designee" is one or more administrators at the school site specifically designated by the principal, in writing, to assist with disciplinary procedures.

(2) 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.

(3) An additional person meeting the requirements of this subdivision may be designated by the principal, in writing, to act for 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.

(i) This section is not an exception to, nor does it place any limitation on, Section 48903.

*(Amended by Stats. 2017, Ch. 445, Sec 1, (AB 667) Effective January 1, 2018,)*

#### **48911.1.**

(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 school site 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, Ch. 1016, Sec. 2, Effective January 1, 1995.)*

#### **48911.2.**

(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 school day 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, Ch. 1016, Sec. 3, Effective January 1, 1995.)*

#### **48911.5.**

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, Ch. 907, Sec. 3, Effective September 23, 1985.)*

#### **48912.**

(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.

*(Amended by Stats. 1992, Ch. 1360, Sec. 4, Effective January 1, 1993.)*

#### **48912.5.**

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, Ch. 498, Sec. 91, Effective July 28, 1983.)*

#### **48913.**

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.

*(Repealed and added by Stats, 1983, Ch. 498, Sec. 91, Effective July 28, 1983.)*

#### **48914.**

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.

*(Amended by Stats. 1987, Ch. 134, Sec. 6, Effective July 7, 1987,)*

#### **48915.**

(a) (1) 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 determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

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

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

(C) 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 either of the following:

(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

(D) Robbery or extortion.

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

(2) If the principal or the superintendent of schools makes a determination as described in paragraph (1), he or she is encouraged to do so as quickly as possible to ensure that the pupil does not lose instructional time.

(b) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil committed an act listed in paragraph (1) of subdivision (a) or In subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel a pupil for any of those acts 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. The act of possessing an Imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory pursuant to this subdivision and subdivision (d), but it is an offense for which suspension, or expulsion pursuant to subdivision (e), may be imposed.

(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 of a school district 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 or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district 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 of a school district shall refer a pupil who has been expelled pursuant to subdivision (b) or (e) to a program of study that 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.

*(Amended by Stats. 2012, Ch. 431, Sec. 3, (AB 2537) Effective January 1, 2013.)*

#### **48915.01.**

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, Ch. 937, Sec. 3, Effective September 26, 1996.)*

#### **48915.1.**

(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).

*(Amended by Stats. 1996, Ch. 937, Sec. 4, Effective September 26, 1996,)*

#### **48915.2.**

(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.

*(Amended by Stats. 1995, Ch. 974, Sec. 3, Effective January 1, 1996. Operative July 1, 1996, by Sec. 9 of Ch. 974, which was amended by Stats. 1996, Ch. 937,)*

#### **48915.5.**

(a) An individual with exceptional needs, as defined in Section 56026, may be suspended or expelled from school in accordance with Section 1415(k) of Title 20 of the United States Code, the discipline provisions contained in Sections 300.530 to 300.537, Inclusive, 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 Section 1412(a)(1) of Title 20 of the United States Code and Section 300.530(d) of Title 34 of the Code of Federal Regulations.

(c) If an individual with exceptional needs is excluded from school bus 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.

(d) If the individual with exceptional needs is a foster child, as defined in Section 48853.5, and the local educational agency has proposed a change of placement due to an act for which a decision to recommend expulsion is at the discretion of the principal or the district superintendent of schools, the attorney for the individual with exceptional needs and an appropriate representative of the county child welfare agency



shall be Invited to participate in the individualized education program team meeting that makes a manifestation determination pursuant to Section 1415(k) of Title 20 of the United States Code. The invitation may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(e) If the individual with exceptional needs is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, and the local educational agency has proposed a change of placement due to an act for which a decision to recommend expulsion is at the discretion of the principal or the district superintendent of schools, the local educational agency liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code shall be invited to participate in the individualized education program team meeting that makes a manifestation determination pursuant to Section 1415(k) of Title 20 of the United States Code. The invitation may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

*(Amended by Stats. 2014, Ch. 767, Sec. 1, (AB 1806) Effective January 1, 2015.)*

#### **48916.**

(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.

*(Amended by Stats. 2003, Ch. 552, Sec. 22. Effective January 1, 2004.)*

#### **48916.1.**

- (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.
- (Amended by Stats. 2005, Ch. 69, Sec. 3. Effective January 1, 2006.)*

#### **48916.5.**

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, Ch. 50, Sec. 1.)*

#### **48917.**

- (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 56026.

(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. *(Amended by Stats. 1995, Ch. 95, Sec. 1. Effective January 1, 1996.)*

#### **48918.**

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) (1) 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 of the school district.

(2) Within 10 schooldays after the conclusion of the hearing, the governing board of the school district 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 governing board of the school district does not meet on a weekly basis, the governing board of the school district 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 of schools, unless the pupil requests in writing that the decision be postponed.

(3) If compliance by the governing board of the school district 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 of the school district with the time requirements for the conducting of an expulsion hearing under this subdivision is impractical 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 before the first day of school for the school year. Reasons for the extension of the time for the hearing shall be included as a part of the record 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 before 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 school 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 to have committed 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 his or her testimony. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential. This subdivision shall not 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 adviser" 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) (1) Notwithstanding Section 35145, the governing board of the school district 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 of the school district may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled.

(2) If the governing board of the school district 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.

(3) 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 to commit 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 of the school district may contract with the county hearing officer, or with the Office of Administrative Hearings pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Division 2 of Title 3 of the Government Code and Section 35207 of this code, for a hearing officer to conduct the hearing. The governing board of the school district may also appoint an impartial administrative panel of three or more certificated persons, none of whom is a member of the governing board of the school district 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 of the school district. 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 the classroom instructional program from which the expulsion referral was made, unless the parent, guardian,

or responsible adult of the pupil requests another school placement in writing. Before the placement decision is made by the parent, guardian, or responsible adult, the superintendent of schools or the superintendent's designee shall consult with school district personnel, including the pupil's teachers, and the parent, guardian, or responsible adult regarding any other school placement options for the pupil in addition to the option to return to his or her classroom instructional program from which the expulsion referral was made. If the hearing officer or administrative panel finds that the pupil committed any of the acts specified in subdivision (c) of Section 48915, but does not recommend expulsion, the pupil shall be immediately reinstated and may be referred to his or her prior school or another comprehensive school, or, pursuant to the procedures set forth in Section 48432.5, a continuation school of the school district. The decision not to recommend expulsion shall be final.

(f) (1) 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 of the school district. All findings of fact and recommendations shall be based solely on the evidence adduced at the hearing. If the governing board of the school district 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 of the school district may order.

(2) The decision of the governing board of the school district 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 of the school district 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 that shall be examined only by the governing board of the school district 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) (1) 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 of the school district to expel shall be supported by substantial evidence showing that the pupil committed any of the acts enumerated in Section 48900.

(2) In hearings that include an allegation of committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or to commit 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 of the school district 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 of the school district 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 of the school district in closed session, or in open session, if so requested by the pupil before the meeting. Any decision by the

governing board of the school district in response to an objection to the issuance of subpoenas shall be final and binding.

(3) If the governing board of the school district, 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 of the state, 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 of the school district or before a hearing officer or administrative panel, final action to expel a pupil shall be taken only by the governing board of the school district 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 enrollment in a new school district, to inform that school district of the pupil's expulsion.

(k) (1) The governing board of the school district shall maintain a record of each expulsion, including the cause for the expulsion. Records of expulsions shall be nonprivileged, disclosable public records.

(2) The expulsion order and the causes for the expulsion 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.

*(Amended by Stats. 2014, Ch. 837, Sec. 5, (SB 1111) Effective January 1, 2015.)*

#### **48918.1.**

(a) (1) If the decision to recommend expulsion is a discretionary act and the pupil is a foster child, as defined in Section 48853.5, the governing board of the school district shall provide notice of the expulsion hearing to the pupil's attorney and an appropriate representative of the county child welfare agency at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(2) If a recommendation of expulsion is required and the pupil is a foster child, as defined in Section 48853.5, the governing board of the school district may provide notice of the expulsion hearing to the pupil's attorney and an appropriate representative of the county child welfare agency at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(b) (1) If the decision to recommend expulsion is a discretionary act and the pupil is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, the governing board of the school district shall provide notice of the expulsion hearing to the local educational agency liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(2) If a recommendation of expulsion is required and the pupil is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, the governing board of the school district may provide notice of the expulsion hearing to the local educational agency liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

*(Amended by Stats. 2014, Ch. 767, Sec. 2, (AB 1806) Effective January 1, 2015.)*

#### **48918.5.**

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, Ch. 915, Sec. 6, Effective January 1, 1997.)*

#### **48918.6.**

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, Ch. 136, Sec. 1, Effective January 1, 2003.)*

#### **48919.**

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 transcriptions, 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.

*(Amended by Stats. 2000, Ch. 147, Sec. 1, Effective January 1, 2001.)*

#### **48919.5.**

(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, Ch. 417, Sec. 3, Effective January 1, 1998.)*

#### **48920.**

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.

*(Repealed and added by Stats, 1983, Ch. 498, Sec. 91, Effective July 28, 1983.)*

#### **48921.**

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 nova 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.

*(Repealed and added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)*

#### **48922.**

(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.

*(Repealed and added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)*

#### **48923.**

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 nova 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. *(Amended by Stats. 2000, Ch. 147, Sec 2, Effective January 1, 2001.)*

#### **48924.**

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, Ch. 498, Sec. 91, Effective July 28, 1983,)*

#### **48925.**

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 school days.

(e) "Pupil" includes a pupil's parent or guardian or legal counsel.

*(Added by Stats, 1983, Ch. 498, Sec. 91, Effective July 28, 1983,)*

#### **48926.**

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, Ch. 974, Sec. 8, Effective January 1, 1996. Operative July 1, 1996, by Sec. 9 of Ch. 974, which was amended by Stats. 1996, Ch. 937.)*



#### 48927.

(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:

(1) "Superintendent" means the appropriate principal of the state special school in which the pupil is enrolled, or the principal's designee, for purposes of Sections 48900, 48900.2, 48900.3, 48900.4, 48900.5, 48900.7, and 48911, and subdivisions (a) and (j) of Section 48918.

(2) "Governing board of each school district," "governing board of any school district," or "each governing board of a school district" means the Superintendent of Public Instruction or his or her designee for purposes of subdivision (a) of Section 48900.1, subdivision (b) of Section 48901, subdivision (b) of Section 48901.5, Section 48907, Section 48910, the first paragraph of Section 48918, and the first paragraph of Section 48918.5.

(3) "Governing board" means the Superintendent of the State Special School in which the pupil is enrolled for purposes of Section 48912, subdivision (d) of Section 48915, Section 48915.5, Section 48916, Section 48917, subdivisions (a), (c), (d), (f), (h), (i), (j), and (k) of Section 48918, and Sections 48921, 48922, 48923, and 48924.

(4) "Governing board" means the governing board of the district of residence of the expelled pupil for purposes of subdivision (f) of Section 48915 and Section 48916.1. In the case of an adult pupil expelled from a state special school, "governing board" means the governing board of the school district that referred the pupil to the state special school for purposes of the code section cited in this paragraph.

(5) "Superintendent of schools or the governing board" means the appropriate principal of the state special school in which the pupil is enrolled, or the principal's designee, for the purposes of Section 48900.6.

(6) "School district" or "district" means the state special school in which the pupil is enrolled for purposes of Section 48900.8, subdivision (b) of Section 48903, Section 48905, Section 48909, Section 48914, paragraph (1) of subdivision (e) of Section 48916.1, subdivision (c) of Section 48918.5, Section 48919, Section 48920, and Section 48921.

(7) "County board of education" or "county board" means the Superintendent of Public Instruction or his or her designee for purposes of Sections 48920, 48921, 48922, 48923, and 48924.

(8) "Local educational agency" Includes a state special school for purposes of Section 48902 and Section 48915.5.

(9) "A change in placement" for purposes of paragraph (2) of subdivision (a) of Section 48915.5 means a referral by the state special school to the pupil's school district of residence for placement in an appropriate interim alternative educational setting.

(10) "Individualized education program team" means the individualized education program team of the pupil's school district of residence with appropriate representation from the state special school in which the pupil is enrolled for purposes of subdivision (a) of Section 48915.5.2.

(11) "Individualized education program team" means the individualized education program team of the state special school in which the pupil is enrolled with appropriate representation from the pupil's school district of residence for purposes of subdivisions (b), (c), and (d) of Section 48915.5.3.

(c) Subdivision (b) of this section shall be deemed to provide the same due process procedural protections to pupils in the state special schools as afforded to pupils in the public school districts of the state.

*(Amended by Stats. 2003, Ch. 62, Sec. 56.5, Effective January 1, 2004.)*

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8  
9  
**10**  
11

**APPENDIX C**  
**TEACHING CALENDARS**

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## AREA 2025-2026

JULY				
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	

7/4 Fourth of July

JANUARY				
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

1/1 New Year's Day

1/19 MLK

AUGUST				
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

FEBRUARY				
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

2/17 President's Day

SEPTEMBER				
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			

9/1 Labor Day

MARCH				
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			

3/30 Cesar Chavez (Observed)

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

10/6-7 Fall Break

APRIL				
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	

4/6-10 Spring Break

NOVEMBER				
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

11/11 Veteran's Day

11/28 Thanksgiving Day

MAY				
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





5/25 Memorial Day




DECEMBER				
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		

12/25 Christmas Day

JUNE				
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			

6/19 Juneteenth

-  Legal Holiday
-  Local Holiday
-  Students Not In Attendance
-  Starting/Ending Dates for Students

-  Mandatory Teacher Work Days
-  New Teacher Institute
-  Teacher PD Days
- 180 Student Instructional Days
- 184 Teacher Work Days



# Alum Rock Union Elementary School District 2024-2025 Instructional Calendar QUARTER



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			

7/04 Independence Day Observed

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

8/7 New Teacher Orientation

8/09, 8/12 Teacher Prep Days

8/13 First Day of School

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					

9/02 Labor Day Observed

9/30 Non Student Day Fall Break

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		

10/01 Non Student Day Fall Break

10/17\* End of First Quarter

10/18, 10/21-10/23, 10/25 EL/MS Conferences

November						
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

11/11 Veteran's Day Observed

11/25-11/29 Thanksgiving Break /Non-student Days

December						
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				

12/20 - 12/31 Holiday Break

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	

01/01-01/03 Holiday Break

1/13\* End of Second Quarter

1/15, 1/17 Minimum Days

1/20 Martin Luther King Day Observed

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	

2/17-2/21 Presidents' Day/Winter Break

2/17-2/21 Non-student Days

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					

3/25\* End of Third Quarter

3/26, 3/28 Minimum Day

3/31 Cesar Chavez Day Observed

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			

4/7-4/11 Spring Break

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

5/26 Memorial Day Observed

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					

6/2/6/4 Minimum Days

6/5 End of Fourth Quarter

6/5 Last Day of School

	NON STUDENT DAYS		LEGAL/LOCAL HOLIDAYS
	ELEM. & M.S. MINIMUM INSTRUCTIONAL DAYS: See back of page		
	NEW TEACHER ORIENTATION:	8/7	
	MANDATORY TEACHER WORKDAYS	8/9	8/12
	STARTING/ENDING DATES OF SCHOOL	8/13	6/5

End of Quarters 10/17, 1/13, 3/25, 6/5

Conferences:

Middle & Elementary Schools: 10/18, 10/21, 10/22, 10/23, 10/25



Alum Rock Union Elementary School District  
2025-2026 Instructional Calendar Trimester



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		

7/04 Independence Day Observed

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						

8/8 Teacher PD Day

8/11- 8/12 Teacher Prep Days

8/13 First Day of School

November						
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						

11/10 End of First Trimester

11/11 Non-Student Day Veteran's Day

11/12, 11/14 Minimum Days

11/17-11/19 Minimum Days

11/24-11/28 Non-student Day Thanksgiving Break

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				

3/4\* End of Second Trimester

3/4, 3/6, 3/9-10 Minimum Days

3/30 Non-student Day Cesar Chavez 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				

9/01 Non Student Day Labor Day

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

01/01-01/02 Non-student Day Holiday Break

1/19 Non-student Day M.L.K. Jr. Day

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						

5/25 Non-Student Day Memorial 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	

10/6, 10/7 Non Student Day Fall Break

10/31 Non-Student Day/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

2/16 & 2/20 Presidents' Day Holiday

2/16-2/20 Non-student Days/Winter Break

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				

6/21, 6/23, 6/5 Minimum Days

6/5 End of Third Trimester

6/5 Last Day of School



NON STUDENT DAYS

ELEM. & M.S. MINIMUM INSTRUCTIONAL DAYS

NEW TEACHER ORIENTATION:

TEACHER PD DAYS

MANDATORY TEACHER WORKDAYS

STARTING/ENDING DATES OF SCHOOL



LEGAL/LOCAL HOLIDAYS

8/7

8/8 10/31

8/11 8/12

8/13 6/5

End of Trimesters 11/10, 3/4, 6/5

Conferences:

Middle & Elementary Schools:

11/12, 11/14, 11/17, 11/18, 11/19

Board Approved 3/14/24

Academic Services Department

Alum Rock Union Elementary School District  
2026-2027 Instructional Calendar Trimester



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	

7/03 Independence Day Observed

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					

8/7 Teacher PD Day

8/10- 8/11 Teacher Prep Days

8/12 First Day of School

September						
Su	M	Tu	W	Th	F	S
6	7	8	9	10	11	5
13	14	15	16	17	18	12
20	21	22	23	24	25	19
27	28	29	30			26

9/07 Non Student Day Labor Day

October						
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	31

10/5-10/6 Non Student Day Fall Break

November						
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					

11/6 End of First Trimester

11/9, 11/10, 11/13 Minimum Days

11/11 Non-Student Day Veteran's Day

11/16-11/17 Minimum Days

11/23-11/27 Non-student Day Thanksgiving Break

December						
Su	M	Tu	W	Th	F	S
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		

12/21 - 12/31 Non-student Day Holiday Break

January						
Su	M	Tu	W	Th	F	S
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						

01/01 Non-student Day Holiday Break

01/04 Non Student Day Teacher PD Day

1/18 Non-student Day M.L.K. Jr. Day

February						
Su	M	Tu	W	Th	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

2/15-2/19 Presidents' Day Holiday

2/15-2/19 Non-student Days/Winter Break

March						
Su	M	Tu	W	Th	F	S
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			

3/3\* End of Second Trimester

3/3, 3/5, 3/8-3/9 Minimum Days

3/31 Non-student Day Cesar Chavez Day

April						
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	

4/19-4/23 Non-student Day Spring Break

May						
Su	M	Tu	W	Th	F	S
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					

5/31 Non-Student Day Memorial Day

June						
Su	M	Tu	W	Th	F	S
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			

6/1, 6/2, 6/4 Minimum Days

6/4 End of Third Trimester

6/4 Last Day of School

**NON STUDENT DAYS**

**LEGAL/LOCAL HOLIDAYS**

**ELEM. & M.S. MINIMUM INSTRUCTIONAL DAYS**

**NEW TEACHER ORIENTATION:**

**TEACHER PD DAYS**

**MANDATORY TEACHER WORKDAYS**

**STARTING/ENDING DATES OF SCHOOL**

8/6  
8/7  
8/10  
8/12

1/4  
8/11  
6/4

**End of Trimesters** 11/6, 3/3, 6/4

**Conferences:**  
Middle & Elementary Schools:  
11/9, 11/10, 11/13, 11/16, 11/17

Board Approved 3/14/24  
Academic Services Department

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**APPENDIX D**  
**SIDE LETTERS/ADDENDUMS**



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 Glush

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 14.2.2, 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 J. Fin  
Richard M. Wauh  
Rene L. Jones  
William E. Harris

AREA Representatives

David Hernandez  
Carol H. Hask  
Cathy Lynn Thomas  
Wanda 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. Glavish  
David Hernandez

For CSEA

Deane J. Wilkerson  
Frank L. Malone  
Carol D. Adams

For Teamsters

Tim Conarty

For the District

Larry Price  
Richard Regis

RA:lr

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**APPENDIX E**  
**TIMELINES**

## EMPLOYEE EVALUATION TIMELINE

OBSERVATION/EVALUATION TIMELINE	FREQUENCY OF EVALUATIONS	FOR ALL EVALUATIONS
<b>SEPTEMBER 15</b>		<b>WITHIN THE WORK DAY</b>
<p>13.15 Unit members shall be provided all Observation and Evaluation Forms</p> <p>13.16 Unit members shall be notified if being evaluated.</p> <p>13.16 Unit members shall be notified who evaluator is</p>	<p>13.1.4 Probationary and temporary unit members shall be evaluated every year.</p>	<p>13.2.4.4 The observation and/or evaluation conference shall be held during the employee work day, or the unit member shall be paid the extended duty hourly rate of pay unless the unit member requests a time outside the work day</p>
<b>OCTOBER 1</b>		
<p>13.1.7 Teachers shall notify evaluator of chosen standard</p> <p>13.23.1 The first formal observation shall not occur before October 1st</p>	<p>13.1.4 Permanent unit members with less than ten (10) years shall be evaluated at least every three (3) years</p>	
<b>DECEMBER 15</b>		<b>FOR IMPROVEMENT PLANS</b>
<p>13.23.2 The first formal observation and conference shall be completed.</p>	<p>13.1.4 Permanent unit members with ten (10) years or more shall be evaluated at least every five (5) years.</p>	
<b>MARCH 1</b>		<b>MARCH 1</b>
<p>13.3.1.2 A formal conference shall be held prior to March 1st for any unit member receiving a "Needs Improvement" rating.</p>	<b>FOR ALL OBSERVATIONS</b>	<p>13.3.1.2 A formal conference shall be held prior to March 1st for any unit member receiving a "Needs Improvement" rating.</p>
<b>APRIL 30</b>	<b>WITHIN Five (5) Work Days</b>	<b>Twenty-five (25) Work Days</b>
<p>13.23.3 The second formal observation and evaluation shall be completed.</p>	<p>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</p>	<p>13.4.1.2 The number of days allowed for an Improvement Plan if an agreement is not reached between the unit member and evaluator</p>
<b>MAY 1</b>	<b>WITHIN Twenty (20) Work Days</b>	<b>WITHIN Ten (10) Work Days</b>
<p>13.3.1.1 The formal evaluation conference for unit members being evaluated shall be completed</p>	<p>13.2.4.1 Within twenty (20) work days after the observation conference, a unit member may schedule a follow-up observation to demonstrate progress in areas of concern</p>	<p>13.41.4 Upon completion of the Improvement Plan, a formal observation shall be conducted within ten (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  - Event or knowledge of event - Informal meeting to resolve problem (i.e., *missing dates*, progressive discipline)	<b>G R I E V A N C E</b>	10 days  - Immediate supervisor response (written)	10 days  - Superintendent response (written)	20 days  - 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 than the original grievant/complaint.					
LEVEL I	LEVEL II			LEVEL III	SUBMIT TO ARBITRATION
30 days  - Event or knowledge of event - Informal meetings to resolve problem with principal or Superintendent	<b>G R I E V A N C E</b>	25 days  - Superintendent response (written)		20 days  - 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)

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## **APPENDIX F**

**CALIFORNIA FAMILY RIGHTS ACT (CFRA)**

**FAMILY MEDICAL LEAVE ACT (FMLA)**

**MEDICAL INSURANCE**

**PARENTAL LEAVE**

**PREGNANCY DISABILITY**

## **Pregnancy Disability Leave**

A medical note stating the first day of leave, estimated due date, and estimated return to work date shall be submitted to Human Resources (HR) prior to Pregnancy Disability Leave (PDL) (if possible).

After the birth, a medical note verifying the date of delivery shall be submitted to HR. The date of return to work is determined by the member's doctor. Six weeks is the standard disability for a non-caesarian birth without complications.

While on Pregnancy Disability Leave, accumulated sick leave will be used. When accumulated sick leave is exhausted, differential pay will commence.

Differential pay consists of a member's full pay minus the lowest substitute daily rate.

## **Family Medical Leave Act (FMLA)**

FMLA allows members to take up to twelve (12) weeks leave due to pregnancy related illness/disability. This leave may be taken in addition to PDL. While on FMLA, accumulated sick leave may be used. If using sick leave, when accumulated sick leave is exhausted, differential pay will commence. FMLA will be unpaid if sick leave and differential pay is exhausted, or if the member elects to take unpaid leave. Health benefits remain in effect during FMLA.

## **California Family Rights Act (CFRA)**

Members (male and female) have the option of taking up to twelve (12) weeks of CFRA bonding leave after PDL. CFRA bonding leave does not have to take place when the baby is born but must be completed within one year after the birth. While on CFRA leave, members receive full pay unless sick leave is exhausted. Once sick leave is exhausted, differential pay will commence for the remainder of the twelve (12) weeks.

## **Medical Insurance**

The deadline to add a newborn to medical insurance is thirty (30) days after birth. Contact the Benefits Department.



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**APPENDIX G**  
**CATASTROPHIC LEAVE FORMS**

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APPENDIX G

**Alum Rock Union Elementary  
School District  
Catastrophic Leave Form  
(Article 27.2.4)  
Donations/Withdrawal Request**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

School Site: \_\_\_\_\_

**OPTIONAL - DEPOSITS (1 Day Every Other Year) - OPTIONAL**

Current amount of accrued sick leave: \_\_\_\_\_ days (minimum 10)

Date of Deposit: \_\_\_\_\_

(Between July 1<sup>st</sup> and October 1<sup>st</sup> or 30 calendar days from the 1<sup>st</sup> day of resuming or beginning work) (27.2.6)

This contribution by each participating unit member shall be limited to one (1) day of sick leave every other year. Contributions are irrevocable. (27.2.7)

**WITHDRAWALS**

Withdrawal Request Date: \_\_\_\_\_

Number of days requesting to withdraw: \_\_\_\_\_  
(20-day maximum)

Reason for Withdrawal Request \_\_\_\_\_

Do you qualify for workers compensation benefits? \_\_\_\_\_ YES \_\_\_\_\_ NO

Are you eligible for a Disability Award, Retirement under STRS or Social Security? \_\_\_\_\_ YES \_\_\_\_\_ NO

Doctor's note attached/received? \_\_\_\_\_ YES \_\_\_\_\_ NO

(Must be received within twenty calendar days of the request. Failure to submit within the allocated time shall disqualify the unit member from further Catastrophic Leave payments.)

**FOR HUMAN RESOURCES USE ONLY**

Withdrawal Request:      \_\_\_\_\_ Approved  
   \_\_\_\_\_ Denied

Reason for denial: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Certificated Employee Catastrophic Leave Bank Cancellation of Participation

### APPENDIX G

To take effect during the current school year, this form must be submitted to ARUSD by **October 1<sup>st</sup> at the latest**. If submitted after that date, cancellation will be effective the NEXT school year.

I, \_\_\_\_\_,  
(Print Name and School Site)

hereby cancel my participation in the Catastrophic Leave Bank. I understand that I shall not be eligible to draw from the Bank as of the effective date of this cancellation. I further understand that sick-leave previously authorized by me for contribution to the Bank shall not be returned to me.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

### **NOTE:**

*The AREA Member requesting cancellation of participation in the Catastrophic Leave Bank is responsible to ensure ARUSD receives this form no later than October 1<sup>st</sup>.*

*Mail or deliver Original Cancellation form to the District Office: 2930 Gay Avenue, San Jose, CA 95127 (**DO NOT** send through email)*

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**APPENDIX H**  
**MILEAGE REIMBURSEMENT FORM**



Name: \_\_\_\_\_ ARUESD ID: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ School / Department: \_\_\_\_\_

Rev. 10/23

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