



# **Collective Bargaining Agreement**

July 1, 2019-June 30, 2022

Associated Chino Teachers

and the

Chino Valley Unified School District

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1 **NEGOTIATED AGREEMENT**

2  
3 **ARTICLE 1: AGREEMENT**

4  
5 NOTATION:

6  
7 The parties agree to use throughout the Agreement those same spellings, punctuation, grammar,  
8 references, titles, etc., to which they have agreed. Further, the parties agreed to consider all other  
9 editorial changes prior to distribution of the Agreement, as long as those changes do not alter the  
10 intent or scope of the Agreement. The parties agree that the “numbering” within the Articles  
11 need to be reviewed and adjusted as necessary.

12  
13 **1.1** Except as specifically provided herein, this agreement shall remain in full force and effect  
14 from July 1, 2019, through June 30, 2022.

15  
16 **1.2** During the 2020-2021 and 2021-2022 school years, the Association and the District shall  
17 meet for subsequent reopener negotiations to the 2019-2022 successor agreement. The  
18 Association and the District may each submit two (2) articles of the agreement for  
19 negotiation. Article 17 shall be closed for the 2020-21 schools year but will be automatic  
20 reopener in 2021-2022.

21  
22 **1.2.1** Both parties agree that we will continue to bargain contract language for psychologists,  
23 behavioral health counselors, and behavioral intervention counselors. If included in the  
24 2020-21 and 2021-22 reopeners this will not count as either party’s allotted Articles.

25  
26 **1.3 PARTIES**

27  
28 The Articles and provisions herein and appendices hereto constitute a bilateral and  
29 binding agreement (“Agreement”) by and between the Chino Valley Unified School  
30 District (Here and after to be the “District” and/or “Board”) and the Associated Chino  
31 Teachers/CTA/NEA (“Association”), an employee organization.

32  
33 **1.4 RECOGNITION AND UNIT DEFINITION**

34  
35 Pursuant to certification notice from the State of California Public Employment Relations  
36 Board (PERB) (Los Angeles Regional Office) dated May 30, 1986, the District  
37 recognizes Associated Chino Teachers/California Teachers Association/National  
38 Education Association as the exclusive representative for the unit which is described in  
39 Appendix A and incorporated herein by reference.

40  
41 **1.4.1** The parties recognize that the duties and work described in this Agreement shall be  
42 performed only by bargaining unit members as set forth in Appendix A, unless there are  
43 no unit members who are qualified and/or interested in performing the work, as  
44 determined by site administrator and/or the Division of Human Resources.

1 **1.4.2** With regard to extra duty pay assignments, positions held by non-bargaining unit  
2 members shall be annually advertised District-wide by the District before May 1<sup>st</sup>. Unit  
3 members seeking coaching or advisory positions shall be given first consideration before  
4 non-bargaining unit members are considered. A position held by a unit member will be  
5 advertised only when a vacancy occurs, and this precludes the need for an annual search  
6 for these positions. Prior to contracting out bargaining unit work, the District shall  
7 determine that there are no bargaining unit members who are qualified and/or interested  
8 in performing the work.  
9

10 **1.4.3** Any open teaching position held by a substitute teacher, other than a position previously  
11 held by a unit member who is currently on a leave of absence for 120 days or less, shall  
12 be deemed a vacant position after twenty (20) workdays unless otherwise extended by  
13 mutual agreement. Vacant positions shall be filled according to the provisions of Article  
14 15 of the Agreement.  
15

1 **ARTICLE 2: NEGOTIATION PROCEDURES**  
2

3 **2.1** No sooner than October 1, nor later than November 1 of the year prior to the expiration of  
4 the Agreement, the Association shall make its initial proposal to the District for the  
5 purpose of negotiating a successor Agreement. The District shall conduct a public  
6 hearing on the Association's initial proposal at the next regularly scheduled meeting of  
7 the Board.  
8

9 **2.1.1** The District shall conduct a public notice on its initial proposal at the regular Board  
10 meeting immediately following the public hearing on the Association's initial proposal.  
11

12 **2.2** Not later than ten (10) workdays following the public hearing(s) required by law on such  
13 proposal, the District and Association shall commence good faith negotiations concerning  
14 the successor Agreement.  
15

16 **2.3** The District shall furnish the Association, upon request, a copy of the documents which  
17 are necessary and relevant for the Association to fulfill its role as exclusive bargaining  
18 representative. In addition, by no later than November 1 of each year, the District shall  
19 furnish the Association, upon request, data showing the placement of unit members on  
20 salary schedules as of October 1.  
21

1 **ARTICLE 3: ASSOCIATION RIGHTS**  
2

3 **3.1** Authorized representatives of the Association shall have the right to transact official  
4 Association business on school property only when it does not interfere with the school  
5 program or duties of the unit members.  
6

7 **3.2** The Association shall have the right to use District facilities and related equipment for  
8 Association meetings outside established work hours. The Association shall have the  
9 right to use District facilities and related equipment during work hours when: (a) an  
10 authorized Association representative secures advance permission from the site  
11 administrator for such use within established work hours (such permission shall not be  
12 unreasonably withheld); (b) Association meetings do not interfere with the school  
13 program or duties of unit members; (c) Association meetings do not interfere with the  
14 rights of employees to refrain from listening to or speaking with Association  
15 representatives.  
16

17 **3.3** The Association shall have the right to use the District internal mail services and mail  
18 boxes. The Association shall have the sole right to post and remove notices of activities  
19 and matters of Association concern on Association bulletin boards, one of which shall be  
20 provided by the District at each school site in an area frequented by unit members. At the  
21 time of distribution or posting, a copy of the notice, distributed or posted, shall be  
22 provided to the Superintendent and the site administrator.  
23

24 **3.4** Upon request, the District shall place on the agenda for any regular Board meeting an  
25 item for Association public communication. The Association shall be the exclusive  
26 employee organization representing the certificated bargaining unit which has the right to  
27 be placed on the agenda for any faculty meeting. The Association shall have the right to  
28 inform the faculty of meetings pertaining to any and all matters within the scope of  
29 representation and contract maintenance matters, and may, subject to reasonable  
30 regulation by the site administrator, report on matters pertaining to Association business.  
31

32 **3.5** Names and work locations of all members of the bargaining unit shall be provided by the  
33 District to the Association on or about October 15 of the school year. At least bi-monthly  
34 thereafter during the same school year, the District shall furnish the Association  
35 corrections to the same list, including the above-specified information.  
36

37 **3.6** The District shall furnish two copies of the District Board Policies to the Association, and  
38 the District shall distribute to the Association two copies of changes to the Board  
39 Policies.  
40

41 The District shall maintain on its website an accurate up-to-date electronic copy of all  
42 District policies and administrative regulations for reference by the Association and unit  
43 members.  
44

45 **3.7** The District, upon request by the Association, agrees to furnish to the Association, within  
46 a reasonable time, all available public information concerning financial resources and  
47 professional staffing. Other than as specifically set forth in this Agreement, the District  
48 shall not be obligated to provide any information or documents other than as regularly  
49 prepared in the ordinary course of business.

1 **3.8** Whenever the District forms, revises, or dissolves any committee, the Association shall  
2 be represented on such committee. The Association shall choose the Association  
3 representative. The District shall furnish the Association President, with written notice  
4 before the formation, revision, or dissolution of the committee. Such communication  
5 shall be furnished within a reasonable period of time before any nomination or other  
6 response shall be expected from the Association. When forming or revising a committee,  
7 the communication shall show the purpose of the committee and names and titles of  
8 District representatives serving on the committee, if known at the time. Throughout the  
9 term of this Agreement, the District's record of all such committees, reflecting current  
10 membership and the name of the administrator servicing the committee, shall be  
11 accessible to the Association President and/or to his/her designee.  
12

13 **3.9** The Board shall have the authority to determine the need and desirability to form  
14 commissions comprised of community representatives to advise the Board on matters of  
15 importance to the District. These commissions may address matters such as resources,  
16 diversity, safety, and other issues of importance as determined by the Board. When such  
17 commissions are formed, however, the Association shall be apprised. The Association  
18 shall also have the right to select a non-voting member of the commission and may attend  
19 all meetings for the purposes of providing input on matters under consideration. Prior to  
20 the time that any commission provides recommendations to the Board, the Association  
21 shall be afforded the opportunity to express its point of view before any action is taken.  
22

23 **3.10** A maximum of fourteen (14) days release time per school year may be utilized by  
24 members of the bargaining unit other than the Association President, as designated by the  
25 Association, for attendance at local, state, national meetings/conferences and for  
26 attendance at community and civic organization meetings or for conducting other  
27 business pertinent to Association affairs. Any day for which the District does not provide  
28 a substitute shall not be charged against the Association release days. In addition, the  
29 Association President shall be provided contract maintenance time to conduct  
30 Association business and grievance processing on a full-time basis. This full-time release  
31 provision may be divided between two unit members on a fractional basis not to exceed  
32 one full-time equivalent, subject to the mutual agreement of both the District and  
33 Association, on an annual basis. The Association shall reimburse the District for the time  
34 of the Association President as follows: 60% of the salary shown in group two, step one.  
35 The utilization of contract maintenance time and staffing arrangements shall be annually  
36 reviewed and agreed to by the parties. The Association President's contracted work year  
37 shall be extended by twenty (20) additional days for contract maintenance purposes and  
38 other Association business. The utilization of these days shall be determined by the  
39 Association.  
40

41 **3.10.1** In the event the Association President utilizing contract maintenance time rescinds  
42 his/her Association leave, the District shall return said officer to that unit member's  
43 former assignment if requested to do so.  
44

1 **3.11 CONSULTATION**

2  
3 The Association shall have the exclusive right to represent members of the bargaining  
4 unit in consulting with the District on the definition of educational objectives, the  
5 determination of the content of courses and curriculum, methods of student evaluation,  
6 the selection of textbooks, or changes in written Board policies and/or written  
7 administrative regulations which affect the unit member covered by the terms of this  
8 Agreement.

9  
10 The composition of the consulting group representing the unit members shall be  
11 determined by the Association. The meetings shall be by mutual agreement. The District  
12 shall consult with the Association on any curriculum proposal which may have an  
13 adverse impact on student/teacher ratios or the District's ability to equalize class loads in  
14 the core subject areas.

15  
16 **3.11.1** The District shall give written notice to the Association on a mutually approved form that  
17 action on any matter of consultation, as defined herein, is being considered. Such notice  
18 shall be given to provide sufficient time for the parties to meet and consult in good faith.

19  
20 **3.11.2** The Association may exercise its right to consult on proposed Board actions by  
21 requesting consultation on the subject(s). The Association may also initiate the  
22 consultation process on any matter.

23  
24 **3.11.3** In the event that the Association exercises its right to consult, the parties shall meet as  
25 soon as feasible to exchange and consider information, options, proposals, and  
26 recommendations in order to make a good faith effort to reach resolution on matters  
27 where there may be differences of opinion.

28  
29 **3.11.4** The District and the Association shall meet and consult upon a conference and in-service  
30 program for professional growth of unit members, and a calendar of mandatory in-service  
31 sessions to be offered to unit members. Mandatory in-services shall not be normally  
32 scheduled on non-student attendance teacher workdays between semesters nor at the end  
33 of the school year, during teacher preparation time, nor outside of the contractual  
34 workday.

35  
36 **3.11.5** The District shall offer the maximum number of state reimbursed staff development days  
37 outside of the regular workday as defined in 14.1. Eligible unit members shall be  
38 compensated for attendance. The rate of compensation shall be subject to negotiation.

39  
40 **3.12 PAYROLL DEDUCTION**

41  
42 **3.12.1** Upon receipt of notice from the Associated Chino Teachers, CTA/NEA authorizing  
43 deduction of unified dues, the District will deduct membership dues. Pursuant to such  
44 authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular  
45 salary check of the unit member each month for ten (10) months. Deductions for unit  
46 members who sign such authorization after the commencement of the school year shall  
47 be properly pro-rated to complete payments by the end of the school year.

1 **3.12.2** A unit member's dues deduction authorization shall be revocable only upon a receipt of  
2 written notice to the District from the Association, and such revocation shall be effective  
3 commencing the next pay period after receipt thereof.  
4

5 **3.12.3** With respect to all sums deducted by the District for membership, the District agrees to  
6 remit such moneys promptly to the Association accompanied by an alphabetical list of  
7 unit members for whom such deductions have been made, and indicating any changes in  
8 personnel from the list previously furnished.  
9

10 **3.12.4** The Association and District agree to furnish to each other any information needed to  
11 fulfill the provisions of this article.  
12

13 **3.13 NEW MEMBER ORIENTATION AND MEMBERSHIP INFORMATION**  
14

15 **3.13.1** On or before September 10<sup>th</sup> of each year, the Association shall present to the District a  
16 list of bargaining unit members who are members of the Association. The District shall  
17 provide the Association with this information at the beginning of the year.  
18

19 **3.14** The District shall provide at least ten (10) days' advance notice of any new employee  
20 group orientations. A one (1) hour block of time will be reserved for the Association to  
21 meet during the group orientations with new employees without the presence of the  
22 District. The District will schedule the Association's block of time. If the scheduling of  
23 the Association's block of time will occur after the lunch hour, the District shall consult  
24 with the Association.  
25

26 In the event the District conducts one-on-one orientations with new employees, it will  
27 inform the Association prior to the onboarding session to allow the Association to speak  
28 to the new hire.  
29

30 The Association Labor Relations Representative may also attend the orientation  
31 session(s).  
32

33 **3.15** The District will provide the Association with the name; job title; department; work  
34 location; work, home, and personal cellular telephone numbers; personal email addresses  
35 on file with the employer; and home addresses of newly hired employees within thirty  
36 (30) days of hire or by the first pay period of the month following hire. The District will  
37 provide the Association with the above information for all bargaining unit members at  
38 least once every 120 days.  
39

1 **ARTICLE 4: RIGHTS RETAINED BY DISTRICT**  
2

3 **4.1** All rights and powers which the District enjoyed prior to signing of this Agreement  
4 which have not been abridged, deleted, modified, or restricted by this agreement are  
5 reserved to the District. Such rights and powers shall include all of the authority which  
6 has been granted to the District by the Legislature through applicable sections of the  
7 statutes, including, but not limited to, the following: California Education Code,  
8 California Government Code, California Code of Civil Procedure, California Elections  
9 Code, California Health and Safety Code, California Revenue and Taxation Code, and  
10 Title 5, the California State Administrative Code.

11  
12 **4.2** The Association and the District shall continue to work cooperatively in converting any  
13 site from standard schedule to a year-round program or vice versa. It is understood that  
14 evaluation timelines may need to be adjusted for a year-round school calendar.  
15

1 **ARTICLE 5: NON-DISCRIMINATION**

2  
3 **5.1** Neither the District nor the Association shall unlawfully discriminate against any unit  
4 member on the basis of race, religious creed, color, national origin, ancestry, age,  
5 physical disability, mental disability, medical condition, marital status, sex or sexual  
6 orientation, his/her personal opinions, or his/her scholarly literacy, or artistic endeavors,  
7 or on the basis of membership or lack of membership in an employee organization,  
8 participation in lawful employee organization activities, or refraining from participation  
9 in employee organization activities.

10

1 **ARTICLE 6: ADULT SCHOOL TERMS AND CONDITIONS**  
2

3 **6.1** Those Adult School teachers who are employees in the Adult Education Program and  
4 who serve for twenty (20) or more hours per week are members of the bargaining unit.  
5

6 **6.2** All Adult School teachers shall be paid hourly. Full-time Adult School teachers shall be  
7 paid an hourly rate based on the member's placement on the Certificated Salary  
8 Schedule. Part-time Adult School teachers shall be paid the class instruction hourly rate  
9 set forth in Appendix B, Miscellaneous, Paragraph 3.  
10

11 **6.3** Openings for employment in Adult School shall be posted at each school site.  
12

13 **6.4** Adult School unit members who worked between twenty (20) and thirty-five (35) hours  
14 during the 1991/92 school year shall receive full health benefits effective the first full  
15 month after the signing of this Agreement. For the duration of this Agreement, the  
16 following circumstances shall apply to health and welfare benefits of Adult School  
17 teachers who reenter the bargaining unit after September 1992. A full-time assignment  
18 shall be an assignment of thirty-five (35) or more hours per week. Adult School teachers  
19 taking a voluntary reduction in hours shall have their health and welfare benefits adjusted  
20 on a prorated basis; teachers taking an involuntary reduction in hours will retain their full  
21 benefits. Adult School teachers who are assigned a minimum of twenty (20) hours per  
22 week shall be entitled to a District contribution towards health and welfare benefits. The  
23 District's contribution for fringe benefits for such part-time employees shall be pro rata,  
24 and be based on the same ratio as their regularly assigned hours of work bear to thirty-  
25 five (35) hours per week.  
26

27 **6.5** No unsatisfactory evaluation of performance shall be predicated upon any written  
28 material of a derogatory or critical nature which has been received or written by the  
29 member's evaluator unless the member has first been given notice of same or an  
30 opportunity to discuss the matter with the evaluator. The member shall have the right to  
31 have his or her written reply become a part of the member's personnel file. In the event  
32 the member's evaluator indicated any deficiencies on a written observation report or  
33 written evaluation, the evaluator shall hold a conference with the member to make  
34 specific recommendations as to the areas of needed improvement in the member's  
35 performance and shall endeavor to assist the member in improving his/her performance.  
36

37 **6.6** Only those Contract rights and benefits specifically granted herein shall apply to part-  
38 time Adult School teachers. Such teachers are specifically included in Article 3.10,  
39 Article 5, Article 9, Article 10, Article 12, and Article 13 of this Agreement. Rights  
40 specifically provided herein are subject to the grievance process. While Adult School  
41 teachers are not subject to the provisions of Article 15: Placement, Assignment,  
42 Reassignment, Transfer, and Vacancies, they are entitled to non-seniority transfer  
43 consideration if they are deemed by the District to be fully qualified.  
44

45 **6.7** Notwithstanding any other provision at this Article, Adult Education unit members shall  
46 receive all rights specifically granted under the California Education Code.  
47

1 **ARTICLE 7: CLASS SIZE**

2  
3 **7.1** It is agreed and understood that for the purposes of this Article the word “District” as  
4 used herein shall mean the Associate Superintendent, Human Resources, or designee and  
5 that the word “Association” as used herein shall mean the Association President or  
6 designee.  
7

8 **7.1.1** The District shall make a “good faith” effort to equalize class loads at all grade levels and  
9 within subject areas of the secondary schools, and between tracks at year-round schools.  
10

11 **7.1.2** The Association and District shall develop a standing class size committee that will  
12 resolve contract violations relating to class size. The committee shall meet weekly  
13 beginning the second week of the school year at a mutually selected time, and shall  
14 continue meeting weekly until all class size issues are resolved. The committee shall  
15 make recommendations to Human Resources to rectify any class size situations that are  
16 educationally unsound or unsafe. The composition of the committee shall be determined  
17 jointly by the Association and District.  
18

19 **7.1.3** In case of fiscal emergency, as declared by the Board of Education, the Association and  
20 District shall meet and negotiate regarding the class size provisions set forth in this  
21 Agreement.  
22

23 **7.1.4** Unit members teaching combination classes shall be paid a stipend of \$2,000.00 per year  
24 in accordance with Section 7.2.1. The \$2,000.00 stipend will be prorated if the  
25 combination class begins after the first student day of the school year or is disbanded  
26 during the school year. The stipend shall be divided into two payments; one no later than  
27 February 1, the second shall be no later than July 1 of each school year. Annually, the  
28 District shall offer voluntary training for elementary teachers with respect to organizing  
29 and teaching combination classes. Combination class training shall not be a prerequisite  
30 to a teacher receiving a combination class assignment.  
31

32 **7.2 DAILY TEACHING/CLASS LOADS**

33  
34 By the end of the sixth (6<sup>th</sup>) school day of the school year, semester or trimester, the site  
35 administrator shall make available to the Association President and Faculty  
36 Representatives all necessary information regarding master schedules, class numbers, and  
37 other pertinent information regarding class size. After the start of the new school year,  
38 semester or trimester, if the number of students enrolled in an individual class exceeds  
39 the average number stated below for more than nine (9) school days in the elementary  
40 (K-6) or more than fourteen (14) school days in the secondary (7-12), the site  
41 administrator shall, upon the request of the affected teacher(s), develop a plan to achieve  
42 a resolution within a reasonable period of time.  
43

44 After the time periods stated above, and in accordance with Section 7.2.8 stated below,  
45 the affected teachers shall be entitled to extra compensation for each day that their classes  
46 are above the average sizes according to the following schedule.  
47

**ARTICLE 7: CLASS SIZE (cont.)**

For each pupil in excess of the average numbers stated below, the teacher is to receive payment of five dollars (\$5.00) per pupil for each day that number is exceeded. This additional pay shall be provided retroactively to the first day the excess student(s) entered the class unless the class level falls at or below the average number by the ninth (9<sup>th</sup>) school day at the K-6 grade level and by the fourteenth (14<sup>th</sup>) school day at the 7-12 grade level based on District attendance records. This additional payment, which is to be determined on the basis of official District daily enrollment records and an accounting form to be adopted by the mutual agreement of the parties, shall be provided at the end of the first and second semesters in the same manner as other stipends. In the case of conflicting records between the District and the teacher, the District and the Association shall meet to resolve the issue.

	<u>Max. Pupils</u>	<u>Aver. Pupils</u>	<u>Add. Pay Per Pupil</u>
Kindergarten	32	31	32 and above
Grade 1	31	30	31 and above
Grades 2-3	32	31	32 and above
Grades 4-6	32	31	32 and above
Grades K-6 Combination classes K-1, 1-2, or 2-3 max 31/pay @31; 3-4, 4-5, or 5-6 max 32/pay @32			\$2,000 per year (Paid at the end of each trimester. Prorated if combination class is discontinued.)
Resource Specialist Program	28	28	29 and above
Grades 7-8	34 per class		
	165 daily for 5 classes (Excluding teacher assts.)		166 and above
Grades 9-12	35 per class		
	165 daily for 5 classes (Excluding teacher assts.)		166 and above
Physical Ed.	47 per class		236 and above
Independent Study	45 case load		46-54 case load

1 **ARTICLE 7: CLASS SIZE (cont.)**

2  
3 **7.2.1** The District shall make a “good faith” effort to equalize and balance teaching ratios. By  
4 the twenty-first (21<sup>st</sup>) student day of each semester or trimester, the Association and  
5 District shall review all class sizes weekly as necessary to make recommendations to  
6 Human Resources to ensure that they are equalized and balanced to the fullest extent  
7 possible.

8  
9 **7.2.2** The District and Association agree to review class size issues which are pertinent to  
10 special need students in the Special Day Class Program.

11  
12 **7.2.3** The provision for additional compensation shall not include students at the secondary  
13 level that are added to classes at the teachers’ request to serve as Teacher Assistants.

14  
15 **7.2.4** The District and Association further agree to resolve class size issues which are pertinent  
16 to physical limitations at the school sites, including such matters as work stations, limited  
17 classroom space, student safety considerations, etc. Possible solutions to identified  
18 challenges will be shared with the Superintendent’s Cabinet.

19  
20 **7.2.5** To ameliorate any class size inequities as outlined in this Article, the site administrator  
21 and the teacher(s) shall meet to resolve the situation. If no resolution is mutually agreed  
22 upon, then the Association and the District shall meet to resolve the situation.

23  
24 **7.2.6** Teachers shall be able to deviate from the ratios stated above if, with site administrative  
25 approval, they agree to do so for sound educational reasons. In such instances, the  
26 teacher and administrator(s) shall submit in writing to the Association and District the  
27 reasons for the deviation. It is preferred by the parties that all deviations be supported by  
28 affected unit members through the establishment of consensus. If this is not possible, a  
29 two-thirds (2/3rds) majority of the teachers involved must be in agreement with the  
30 deviation, subject to review and written approval by the Association and the District. All  
31 deviations shall be annually approved by the parties.

32  
33 **7.2.7** The District shall be required to acquire written teacher consent before class size or daily  
34 teaching load maximums are exceeded. Except under extenuating circumstances,  
35 teachers shall not be required to teach more pupils than the maximum number stated  
36 above. Such extenuating circumstances shall be subject to approval by the District and  
37 the Association.

38  
39 **7.2.8** The District shall retain the right to increase or decrease the number of pupils assigned to  
40 an individual teacher in accordance with the guidelines stated above.

41  
42 **7.3 EXCEPTIONS TO THE DAILY TEACHING RATIOS**

43  
44 Athletic Physical Education

45 Chorus

46 Band

47 Home Based

48 Team Teaching arrangements determined by the staff

49 Work Experience



1 international program requirements. The rotational basis described above does not apply  
2 to the following specialty courses: AVID, Project Lead the Way, Renaissance,  
3 Leadership, ASB, and Athletic P.E. if the District believes additional specialty courses  
4 should be added to the list, it will bring it to the Association. When an additional class is  
5 assigned to a unit member, additional compensation equivalent to one-sixth (1/6<sup>th</sup>) of the  
6 individual's per diem rate of pay shall be added to unit member's regular monthly pay  
7 warrant with no additional earned sick leave or retirement credit. In the case of absences  
8 during the time in which a unit member is assigned to teach an additional class for pay,  
9 that individual shall continue to receive the one-sixth (1/6<sup>th</sup>) per diem compensation  
10 during days that paid sick leave is taken. This applies to no more than ten (10) days per  
11 semester (Not to exceed the unit member's accrued sick leave). For absences extending  
12 beyond ten (10) days each semester, a unit member shall be paid the per diem amount  
13 minus the amount paid by the District to a substitute to teach the additional class. If no  
14 substitute is employed, no deduction shall be taken. If the unit member with an  
15 additional class is absent due to the performance of other District duties, that individual  
16 shall be entitled to the one-sixth (1/6<sup>th</sup>) additional compensation. The District reserves  
17 the right to discontinue additional classes at any time depending upon changes in student  
18 enrollment or other factors.

19  
20 **7.5.2.5** When part-time contracts are to be considered, the provisions of Sections 14.12, 17.4.7  
21 and Article 16 of this Agreement shall control.  
22

1 **ARTICLE 8: EVALUATIONS**

2  
3 Effective starting the 2018/2019 school year, the District shall use the evaluation instrument for  
4 counselors. All related forms with regard to counselor evaluations are included in Appendix B:

- 5 A. Pre-Evaluation Form  
6 B. Counselor Observation Form with Rubric  
7 C. Counselor Evaluation Form with Rubric  
8 D. Counselor Evaluation Criteria Form  
9

10 The timelines shall follow those set forth in Article 8.

11  
12 **8.1** The intent of the observation/evaluation process shall be to maintain and improve the  
13 quality of the instructional program. The observation/evaluation process shall be  
14 conducted in a manner which recognizes both the teacher and the administrator as  
15 professionals, and creates an atmosphere of trust and cooperation between the  
16 participants in the process. This statement of purpose shall not be subject to the  
17 grievance process.  
18

19 **8.2** The District shall evaluate all permanent unit members no less than once every two (2)  
20 years or, if they have been employed by the District for at least ten (10) years, are  
21 authorized to teach English learners, and were rated as exceeding or meeting standards in  
22 their previous evaluation, may be evaluated at least once every five years, if the evaluator  
23 and unit member being evaluated agree. The unit member or the evaluator may withdraw  
24 consent at any time. All probationary and temporary unit members shall be evaluated no  
25 less than once each year.  
26

27 **8.3** Any unit member who is scheduled to be evaluated shall be so notified by the District no  
28 later than October 1<sup>st</sup> of the school year in which the observation/evaluation is to take  
29 place. Such notice shall contain a brief explanation of the procedure for evaluation.  
30

31 **8.4** No later than October 15<sup>th</sup> of the school year in which the evaluation is to occur, the  
32 evaluator and the unit member will meet to discuss the focus of the observation and the  
33 evaluation. During this meeting, the evaluator and the unit member will mutually  
34 establish common goals to support the unit member's professional growth. A written  
35 summary of this meeting shall be given to the unit member on the signed and dated pre-  
36 evaluation form. This summary shall set forth the focus of the observation and the  
37 evaluation as listed in Paragraph 8.5 herein, areas of performance which may need  
38 improvement (when deficiencies have been noted as required by Paragraph 8.10), any  
39 professional improvement goals established by the evaluator and the unit member, and, at  
40 the discretion of the evaluator, any positive directions for the unit member. In the event  
41 of a disagreement over the focus of the observation/evaluation, the Association President  
42 and the Associate Superintendent, Human Resources, will meet to resolve the issue. The  
43 unit member shall be given an opportunity to attach a list of any constraints which he/she  
44 feels may inhibit his/her ability to meet the focus of the observation and/or the  
45 evaluation. If, after this meeting has been held, a substantial change in circumstances  
46 occurs which impacts upon the focus of the observation and/or the evaluation, either  
47 participant may request modification of the summary to comport with the new  
48 circumstances.  
49

- 1 **8.5** The unit member’s observation/evaluation shall be based on the following California  
2 Standards for the Teaching Profession and their respective elements:  
3
- 4 **8.5.1 Standard 1: Engaging and Supporting All Students in Learning.**  
5
- 6 **8.5.2 Standard 2: Creating and Maintaining Effective Environment for Student  
7 Learning.**  
8
- 9 **8.5.3 Standard 3: Understanding and Organizing Subject Matter for Student Learning.**  
10
- 11 **8.5.4 Standard 4: Planning Instruction and Designating Learning Experiences for All  
12 Students.**  
13
- 14 **8.5.5 Standard 5: Assessing Student Learning.**  
15
- 16 **8.5.6 Standard 6: Developing as a Professional Educator.**  
17
- 18 **8.5.7** The Nurse’s observation/evaluation shall be based on the following standards and their  
19 respective elements:  
20
- 21 **8.5.7.1 Standard 1: Nursing Process**  
22
- 23 **8.5.7.2 Standard 2: Health Office**  
24
- 25 **8.5.7.3 Standard 3: Quality of Professional Practice**  
26
- 27 **8.5.7.4 Standard 4: Health Education**  
28
- 29 **8.5.7.5 Standard 5: Professional Development**  
30
- 31 **8.6** Negative material more than three (3) years old shall be removed from the on-site  
32 correspondence/evaluation file and not used for the evaluation process.  
33
- 34 **8.6.1** The evaluation of unit members shall not include, nor be based upon, the following:  
35
- 36 **8.6.1.1** Achievement of objectives stated in Individualized Education Programs (IEP’s)  
37 developed for Special Education pupils.  
38
- 39 **8.6.1.2** Teacher/student portfolios, unless unit members have received in-service on this method  
40 of pupil assessment and have agreed to its use during the pre-evaluation meeting referred  
41 to in Section 8.4.  
42

1 **8.6.1.3** Correlation of District adopted courses of study, i.e., approved District curriculum.  
2

3 **8.7** The evaluator shall formally observe the performance of the unit member. At least one  
4 such observation shall be arranged and announced no less than two (2) working days  
5 prior to the date of observation. A post-observation conference shall be held within five  
6 (5) working days following the formal observation assuming that neither party is absent  
7 during that period of time. Following the post-observation conference, the observation  
8 shall be summarized in writing and a copy delivered to the unit member within five (5)  
9 working days. A unit member who receives an overall observation rating of “Element  
10 Expectation(s) Not Met” [U] shall complete an Assistance Plan, pursuant to Article 8 of  
11 the Agreement.  
12

13 **8.8** For probationary unit members, one post-observation conference shall be held no later  
14 than November 30<sup>th</sup> of the school year and a second post-observation conference shall be  
15 held no later than February 15<sup>th</sup>, at which time the observation shall be discussed by the  
16 evaluator and the unit member.  
17

18 **8.9** For permanent unit members, the post-observation conference shall be held no later than  
19 February 15, at which time the preliminary observation shall be discussed by the  
20 evaluator and the unit member.  
21

22 **8.10** If any observation, conference, preliminary evaluation, or final evaluation discloses any  
23 area in which improvement is needed, the evaluator shall state (or specify) the evidence  
24 of the deficiency and offer positive assistance aimed at achieving the desired  
25 improvement. The unit member shall take definite action to correct any cited  
26 deficiencies, based upon the evaluator’s specific recommendations for improvement and  
27 assistance in implementing such recommendations.  
28

29 **8.10.1** An assistance plan may include, but is not limited to the following:

- 30 a. Statement indicating area of growth needed;
- 31 b. Statement indicating level of growth needed;
- 32 c. Statement indicating level of support provided;
- 33 d. Statement indicating method of assessing growth; and
- 34 e. Statement indicating time period of assistance plan.  
35

36 **8.11** Any unit member receiving a “Standards Not Met” rating on the final evaluation form  
37 must first have received, by February 15<sup>th</sup>, a written statement from the evaluator  
38 indicating the areas where improvement is required and suggested methods by which the  
39 unit member can mitigate the “Standards Not Met” rating. No unit member shall receive  
40 an overall rating of “Growth Recommended” or “Standards Not Met” unless he/she has  
41 been notified in writing during a post-observation conference or at some other time of the  
42 areas of performance wherein improvement is needed. Any negative comment included  
43 on the final evaluation form must have been made and documented prior to the final  
44 evaluation with sufficient opportunity for the teacher to correct the deficiency.  
45

1 **8.12** Any performance deficiencies, which may have been brought to the attention of the unit  
2 member and were subsequently corrected, shall not be included in the final evaluation  
3 summary. Unsubstantiated statements shall not be included in the evaluation.  
4

5 **8.13** The final evaluation conference shall be held no later than April 15<sup>th</sup>. The evaluator shall  
6 present the written evaluation and discuss the matter with the unit member. The unit  
7 member will sign the evaluation report, signifying only that he/she has read the  
8 document and that he/she has been provided an opportunity to attach a written response  
9 which shall become part of the permanent record.  
10

11 **8.14** A unit member who receives an overall evaluation rating of “Standards Not Met” [U]  
12 shall be placed on and adhere to an Assistance Plan, pursuant to the Agreement, and shall  
13 enter the PAR program.  
14

15 In the event of an overall rating of “Standards Not Met” a second and final evaluation  
16 may be held upon request of the unit member. Said request must be submitted within ten  
17 (10) working days following receipt of the “Standards Not Met” rating. The site  
18 administrator shall select the second evaluator.

19 A unit member who receives an overall evaluation rating of “Growth Recommended”  
20 [G], with one (1) “Standard Not Met” shall be placed on and adhere to an Assistance Plan  
21 for the standard not met, pursuant to the Agreement, and shall be encouraged to enter the  
22 PAR program as a voluntary teacher.  
23

24 A unit member who receives an overall evaluation rating of “Growth Recommended”  
25 [G], with zero (0) “Standard Not Met” may be placed on an Assistance Plan with the  
26 agreement of the unit member and the evaluator. The teacher will be encouraged to enter  
27 the PAR program as a voluntary teacher.  
28

29 **8.15** The District shall use only the evaluation form and rubric adopted by mutual agreement  
30 of the parties:  
31

- 32 1) Pre-Evaluation Conference Form;
- 33 2) Formal Teacher Observation Form with Rubric;
- 34 3) Formal Teacher Evaluation Form with Rubric;
- 35 4) Teacher Evaluation Criteria Form  
36

37 **8.15.1** The District shall use only the evaluation form and rubric adopted by mutual agreement  
38 of the parties for nurses effective July 1, 2016:  
39

- 40 1) Pre-Evaluation Conference Form;
- 41 2) Nurse Observation Form with Rubric;
- 42 3) Nurse Evaluation Form with Rubric.  
43

44 **8.16** Unit members shall not participate in the evaluations(s) of other unit members. This shall  
45 not preclude, however, the involvement of department chairs, mentor teachers and others  
46 in the process of providing training and assistance to teachers who may require  
47 remediation, if mutually agreeable.  
48

1 **8.17** If a unit member is not performing his/her duties in a satisfactory manner, the District  
2 shall notify him/her in writing of such fact and describe the “Growth  
3 Recommended/Standards Not Met” performance. The District shall thereafter confer  
4 with the unit member making specific recommendations as to areas of improvement and  
5 endeavor to assist him/her in such performance.  
6

7 **8.18** In requiring a unit member to participate in a program to improve appropriate areas of  
8 his/her performance, the District shall utilize resources within the District to the extent  
9 possible.  
10

11 **8.19** Prior to a notice of non-reelection of a probationary unit member, the appropriate  
12 administrator preparing the evaluation shall have documented areas requiring  
13 improvement, or other justification as determined by the District. It is not the intent of  
14 this section to restrict the legal authority of the District to non-reelect probationary  
15 certificated unit members and nothing in this article shall preclude the District from  
16 exercising its election not to rehire for no cause.  
17

18 **8.20 PERSONAL AND ACADEMIC FREEDOM**  
19

20 It is the policy of the District that all instruction shall be fair, accurate, objective, and  
21 appropriate to the age and maturity of the pupil(s), and sensitive to the community’s  
22 needs and the needs and values of our diverse cultures and heritages. Academic freedom  
23 is essential to the fulfillment of this policy and the District acknowledges the fundamental  
24 need to protect unit members from any censorship or restraint which might interfere with  
25 a unit member’s obligation to pursue truth in the performance of his/her teaching duties.  
26

27 **8.20.1** Unit members shall have reasonable freedom in classroom presentations and discussions,  
28 and may, consistent with existing Board Policy, introduce political, religious, social or  
29 otherwise controversial material, provided that said material is appropriate and relevant to  
30 adopted course content and is within the scope of the law.  
31

32 **8.20.2** In performing teaching functions, unit members shall have reasonable freedom to express  
33 their opinions on all matters appropriate and relevant to the course content, in an  
34 objective manner. Unit members shall present all known sides of controversial issues and  
35 shall not utilize their positions to indoctrinate students with their own personal, political,  
36 social, and/or religious views.  
37

38 **8.20.3** The personal life of a unit member is not an appropriate concern of the District for  
39 purposes of evaluation unless it prevents the unit member from performing his/her duties.  
40 No religious, political, nor personal activities, nor lack thereof, of any unit member shall  
41 be used for purposes of evaluation or disciplinary action unless said activities violate  
42 Board Policies, or local, state, or federal laws.  
43

1 **ARTICLE 9: PERSONNEL FILE CONTENTS AND INSPECTION**

2  
3 **9.1** There shall be a single electronic/digital personnel file for each unit member.  
4 Electronic/digital personnel files shall be maintained by the Division of Human  
5 Resources. Materials in personnel files of unit members which may serve as a basis for  
6 affecting the status of their employment are to be made available for the inspection of the  
7 unit member involved. Every unit member shall have the right to inspect and copy such  
8 materials, upon request, provided that the request is made at a time when such person is  
9 not actually required to render services to the employing district. Such material is not to  
10 include ratings, reports, or records which: (a) were obtained prior to the employment of  
11 the person involved, (b) were prepared by identifiable examination committee members,  
12 or (c) were obtained in connection with a promotional examination.  
13

14 **9.1.1** Unit members shall have the right to have an Association representative present when  
15 reviewing the contents of their personnel files. Unit members may also provide written  
16 authorization for others to review their personnel files on their behalf.  
17

18 **9.2** Information of a derogatory nature, except material mentioned in the fifth sentence of 9.1  
19 of this Article, shall not be entered or filed unless and until the unit member is given a  
20 copy of the material and an opportunity to review and comment thereon. A unit member  
21 shall have the right to have attached any written comment thereon. Such review shall  
22 take place during normal business hours, and the unit member shall be released from duty  
23 for this purpose without salary reduction.  
24

25 **9.3** Anyone who drafts and/or places material in a unit member's personnel file shall sign the  
26 material and signify the date on which the material was drafted and placed in the file.  
27 Site administrators may maintain an on-site evaluation and correspondence file for unit  
28 members. The unit member will be apprised of the contents of such site level file, and  
29 such material may be placed in the unit member's personnel file upon provision of (1)  
30 written notice to the unit member of such placement, and (2) an opportunity to first  
31 review and comment on such material. Prior to preparing a disciplinary letter for  
32 inclusion in a personnel file, the administrator shall make a good faith effort to  
33 conference with the employee and the Association representative if one is requested. The  
34 unit member shall have the opportunity to disprove allegations believed to be false in  
35 substance. Derogatory materials which are found to be false in substance shall not be  
36 placed in a unit member's personnel file.  
37

38 **9.4** All derogatory material placed in a unit member's personnel file shall be dated and  
39 signed by the person who causes the material to be prepared. Derogatory material  
40 intended for a unit member's personnel file shall be held in the Division of Human  
41 Resources for a period of twenty (20) work days.  
42

43 **9.5** The District shall cause a log to be maintained indicating the name and duty position of  
44 each person who has requested to examine a personnel file, as well as the date of  
45 examination and the reason for examination. Such log shall be available for examination  
46 by the unit member.  
47

- 1   **9.6**   Access to unit member personnel files shall be limited to the Board of Education when  
2           convened as a Board, site and District administrators, as well as other official  
3           representatives of the District such as attorney, claims administrators, investigators, and  
4           others, on a need-to-know basis.  
5
- 6   **9.7**   Upon written request of unit member, derogatory material which is more than four (4)  
7           years old, and which has not been used in the employee’s evaluation, shall be sealed and  
8           not available for District use unless disciplinary proceedings are commenced or planned  
9           against that unit member.  
10
- 11 **9.8**   Only material which has been duly placed in a unit member’s personnel file may affect  
12          the status of his/her employment. District personnel records are to be confidential. Site  
13          records are to be confidentially kept in a locked file.  
14

1 **ARTICLE 10: PUBLIC CHARGES**  
2

3 **10.1** A public charge is an allegation against a unit member by a member of the public (other  
4 than another employee or a student) which is deemed by the site administrator to be  
5 serious in nature. Allegations involving sexual harassment and discrimination shall be  
6 dealt with in accordance with appropriate Board Policy and corresponding Administrative  
7 Regulations and limited to Sections 10.6, 10.8, 10.10 and 10.11 below.  
8

9 **10.2** “Serious in Nature” means that the allegation, if found to be true, could be placed in unit  
10 member’s personnel file and used by the District as a basis for disciplinary action against  
11 the unit member or as documentation for a negative comment on his/her evaluation.  
12

13 **10.3** The District shall make a good faith effort to notify unit members of public charges  
14 within five (5) work days of receipt of the complaint or before an investigation is  
15 undertaken, whichever is sooner. Complaints which relate to conduct which may  
16 constitute a criminal act shall be referred to appropriate authorities and the District may  
17 elect not to take further action under this Article.  
18

19 **10.4** Complaints made by fellow employees or students are considered to be internal matters,  
20 not public charges, and are to be resolved at the work site if possible. However, before  
21 any such complaint can result in material placed in a unit member’s personnel file, the  
22 complaint shall be investigated in accordance with Section 10.6 below.  
23

24 **10.5** Site administrators shall make a good faith effort to resolve public charges at the site  
25 level. A good faith effort may include but not be limited to (a) discussions with  
26 complainant, (b) arranging a meeting between the unit member and the complainant, (c)  
27 arranging a meeting between the administrator, complainant, the unit member, and an  
28 Association representative if the unit member so requests.  
29

30 **10.6** No public complaint shall be placed in a unit member’s personnel file, nor utilized in an  
31 evaluation or disciplinary action against the unit member unless the allegations have been  
32 investigated and verified by the site administrator. “Verified” as used herein, means that  
33 after investigation, it appears to the District more likely that the events alleged did occur  
34 than did not. Public charges which are found to be unsubstantiated by the District shall  
35 be discarded.  
36

37 **10.7** If complainant refuses to sign a written complaint, the matter shall be dismissed unless  
38 there is independent information to substantiate the concern, in which case the District  
39 may proceed as deemed appropriate based on the independent information.  
40

41 **10.8** If the unit member requests, the matter shall be reviewed by the Superintendent or  
42 designee prior to the complaint being placed in the personnel file. Further, if the unit  
43 member requests, the matter may be reviewed by the Board.  
44

- 1 **10.9** When a public charge has been resolved or placed in a unit member’s personnel file, the  
2 District may respond to the complainant indicating that the matter has been resolved,  
3 however, whether the District does so or not, the District shall protect the confidentiality  
4 of any action taken against the unit member. In cases involving allegations of sexual  
5 harassment or other forms of discrimination, the District shall protect the confidentiality  
6 of any action taken against the unit member to the extent required by law.  
7
- 8 **10.10** The procedures contained in Board Policy and Administrative Regulation 1312.3, entitled  
9 Uniform Complaint Procedures, shall be supplemented in cases involving discrimination  
10 complaints filed against unit members under said Policy and Regulation as follows:  
11
- 12 **10.11.1 Step 1 – Filing of Complaint:** To the extent permitted by law, the District shall provide  
13 notice of the filing of a complaint to the accused unit member.  
14
- 15 **10.11.2 Step 2 – Mediation:** The accused unit member may request participation in mediation  
16 which shall be subject to final approval by the mediator.  
17
- 18 **10.11.3 Step 3 – Investigation of Complaint:** The investigation of the complaint may include  
19 individual interviews or meetings with the accused unit member.  
20
- 21 **10.11.4 Step 4 – Final Written Decision:** Unless otherwise restricted by law, the accused shall  
22 be notified of the outcome of the investigation.  
23

1 **ARTICLE 11: GRIEVANCE PROCEDURE**

2  
3 **11.1 DEFINITIONS**

4  
5 **11.1.1** A grievance is an allegation by a unit member or members that there has been a  
6 misinterpretation, misapplication, or violation of this Agreement. Actions to challenge or  
7 change the policies, regulations, or other matters outside of this Agreement are not within  
8 the scope of this procedure, and review must be taken under separate processes.  
9

10 The Association shall have the right to grieve any alleged misinterpretation,  
11 misapplication, or violation of Association rights under this Agreement.  
12

13 No unit member shall suffer any retribution, loss of privileges, or otherwise be adversely  
14 affected or dealt with by the District by reason of having filed a grievance.  
15

16 The District and the grievant shall make every reasonable effort to resolve all grievances  
17 verbally at the lowest possible level.  
18

19 **11.1.2** A day is a day upon which unit members are regularly scheduled to work.  
20

21 **11.1.3** An immediate supervisor is the Principal, or his/her designee, or the District  
22 administrator having immediate jurisdiction over the grievant.  
23

24 **11.2 TIME LIMITS**

25  
26 The time limits contained herein are considered maximum limits; however, time limits  
27 may be extended by mutual written agreement. In the event the grievant fails to meet a  
28 time limit, such failure shall constitute a waiver of grievance. In the event the District  
29 fails to meet a time limit, such failure shall allow the grievant to proceed to the next level  
30 of the grievance procedure. The time limits provided herein at each level shall begin on  
31 the work day which follows receipt of the written response or grievance appeal.  
32

33 **11.3 GRIEVANCE STEPS**

34  
35 **11.3.1 Informal Level.** Before filing a formal written grievance, the grievant shall attempt to  
36 resolve the alleged violation through an informal conference with the grievant's  
37 immediate supervisor or any other administrator that is alleged to have misinterpreted,  
38 misapplied or violated some express provision of the Agreement.  
39

40 **11.3.2 Level I**

41  
42 **11.3.2.1** No later than thirty (30) days following the alleged act or omission giving rise to the  
43 grievance, or no later than thirty (30) days following the date upon which the unit  
44 member reasonably should have known of the act of omission, the grievant must present  
45 such grievance in writing on an appropriate form to the immediate supervisor.  
46

1 **11.3.2.2**The written grievance shall contain a clear, concise statement of the grievance, the  
2 specific provision(s) of the Agreement allegedly involved, and the specific remedy  
3 sought.  
4

5 **11.3.2.3**The immediate supervisor shall communicate a written decision to the grievant within  
6 twenty (20) days after receiving the grievance. Within the above time limits, either party  
7 may request a personal conference with the other party.  
8

9 **11.3.3 Level II**

10  
11 **11.3.3.1**In the event the grievant is not satisfied with the decision at Step I, the grievant may  
12 appeal the decision on the appropriate form to the Superintendent or designee within  
13 twenty (20) days. Failure to meet this time limit by the grievant shall constitute an  
14 automatic waiver and withdrawal of the grievance.  
15

16 **11.3.3.2**The Superintendent or designee shall communicate a decision within twenty (20) days  
17 after the conference in which to provide a written response.  
18

19 **11.3.3.3**Either the grievant, or the Superintendent or designee, may request a personal conference  
20 to be held within the above time limits. In the event that such a conference is requested,  
21 the Superintendent or designee shall have ten (10) days after the conference in which to  
22 provide a written response. If the Superintendent or designee does not respond within the  
23 time limits, the grievant may proceed to the next step.  
24

25 **11.3.4 Level III**

26  
27 **11.3.4.1** If the Association decides to submit the grievance to arbitration, it may do so within  
28 thirty (30) days of receipt of the decision from the Superintendent or designee.  
29

30 **11.3.4.2** The Association shall provide written notice to the Superintendent of its intent to submit  
31 the grievance to arbitration. If any questions arise as to the arbitrability of the grievance,  
32 such questions will be ruled upon first by the arbitrator.  
33

34 **11.3.4.3**The arbitrator's decision will be in writing and will set forth finding of fact, reasoning,  
35 and conclusion on the issues submitted. The arbitrator, in rendering his/her opinion, shall  
36 not amend, modify, nullify, ignore, nor add to the provisions of this Agreement. The  
37 arbitrator's authority shall be limited to deciding only the issue or issues presented in  
38 writing by the District and the grievant or grievant's representative. The arbitrator's  
39 decision shall be based upon the arbitrator's interpretation of the meaning or application  
40 of the language of this Agreement. The decision of the arbitrator will be final and  
41 binding and will be submitted to the District and Association.  
42

1 **11.3.4.4** Within twenty (20) days after receipt by the district of the written notice of intent to  
2 arbitrate, the Superintendent or designee and the association will attempt to agree on a  
3 mutually acceptable arbitrator and to obtain a commitment from the arbitrator to serve. If  
4 the parties are unable to so agree, a request for a list of seven (7) arbitrators shall be made  
5 to the American Arbitration Association by either party. The parties will meet within  
6 twenty (20) days following the receipt of the list and proceed according to the rules and  
7 procedures of the American Arbitration Association in the selection of an arbitrator, and  
8 that arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American  
9 Arbitration Association.

10  
11 **11.3.4.5** The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's  
12 travel and subsistence expenses, as well as the cost of a hearing room, will be borne  
13 equally by the District and the Association or the grievant if the grievant is a non-  
14 member. All other costs will be borne by the party incurring the costs.

15  
16 **11.3.4.6** Any unit member who is not an ACT member, and who requests that the grievance or  
17 arbitration provisions of the agreement be used on his/her behalf, shall be responsible for  
18 paying the costs associated with 11.3.4.5 of arbitration, as determined by the union, for  
19 the use of said arbitration procedures.

20  
21 **11.3.4.7** Upon mutual agreement of the Association and the District, a grievance may be taken  
22 directly to arbitration.

23  
24 **11.3.4.8** All provisions of this Article shall survive the expiration date of this Agreement and  
25 shall continue in force during any effort to reach a successor Agreement.

26  
27 **11.4 MISCELLANEOUS PROVISIONS**

28  
29 **11.4.1** A unit member may be represented at all stages of the grievance procedure by  
30 himself/herself or, at the Association's discretion by the representative(s) provided by the  
31 Association.

32  
33 **11.4.2** The District shall not agree to a resolution of the grievance without first providing the  
34 Association with a copy of the grievance, the proposed resolution, and an opportunity to  
35 respond.

36  
37 **11.4.3** When it is necessary for a representative designated by the Association to investigate a  
38 grievance or attend a grievance meeting or hearing during the day, he/she shall be  
39 released without loss of pay in order to permit participation in the foregoing activities.  
40 Any unit member who is requested to appear in such investigations, meetings, or hearings  
41 as a witness will also be accorded the same right.

42  
43 **11.4.4** The District will deal exclusively with the Association (or the grievant directly, if  
44 unrepresented), for the processing of grievances.

45  
46 **11.4.5** The District shall maintain separate grievance files for documents, communications, and  
47 records dealing with the processing of a grievance. These files will not be included in the  
48 grievant's personnel files.

- 1 **11.4.6** If a grievance arises from an action or inaction of the District at a level above the  
2 principal or immediate supervisor, the grievant shall submit such grievance in writing  
3 directly to the Superintendent or designee. In this case, grievance will commence at Level  
4 II.  
5
- 6 **11.4.6** The Association, either on its own behalf or on the behalf of one or more unit members,  
7 shall have the right to initiate a grievance at Level II.  
8
- 9 **11.4.7** Grievances related to safety shall commence at Level II.  
10
- 11 **11.4.8** In the event a grievance is filed at such a time that it cannot be processed through all the  
12 steps by the end of the school year, vacation break, or off-track time, and if left  
13 unresolved harms the interests of either the grievant, the District, or Association, the time  
14 limits set forth herein shall be reduced so that the procedure may be exhausted as soon as  
15 feasible.  
16
- 17 **11.4.9** If the parties agree, expedited arbitration procedures established by the American  
18 Arbitration Association may be used.  
19

1 **ARTICLE 12: WORKING CONDITIONS**  
2

3 Recognizing that unit member contact with students is the primary responsibility of the  
4 District's professional staff and that professional staff effectiveness, in part, depends  
5 upon positive District support, the District shall:  
6

- 7 **12.1** Ensure unit member representation on District level and school level committees which  
8 are concerned with curriculum, budgeting, professional in-service training, pupil  
9 evaluation, job evaluation, educational needs assessments, safe school procedures or  
10 other areas in which unit member experience and professional preparation make their  
11 contributions valuable and provide lawful public information necessary to assist the  
12 committee.  
13
- 14 **12.2** Provide readily accessible duplication equipment and clerical support, textbooks,  
15 including teacher's editions and related resource materials that accompany the teacher's  
16 edition and are included within the overall cost of these teacher's editions supplies, and  
17 equipment consistent with curricular objectives.  
18
- 19 **12.3** Provide a work schedule and administrative support such that unit members can expect  
20 reasonable security and protection.  
21
- 22 **12.4** Provide the most reasonable working areas suitable to regular and special education  
23 instruction.  
24
- 25 **12.5** Maintain operational plumbing, heating, air conditioning to ensure unit member comfort,  
26 and telephones for school business use. Unit members shall have telephones made  
27 available in places where confidentiality can be assured.  
28
- 29 **12.6** Provide at least one emergency parking place per school site; however, the District shall  
30 not be held responsible for monitoring same.  
31
- 32 **12.7** Provide teachers required to move from one classroom to another after the start of the  
33 work year with the necessary release time and timely physical assistance to facilitate the  
34 transition. The necessary release time may include, but not be limited to, one (1) to three  
35 (3) days full release to be determined mutually by the site administrator and the affected  
36 unit member. As an alternative, the equivalent number of non-contract days may be paid  
37 to the unit member at the daily substitute teacher rate.  
38
- 39 **12.8** Traveling teacher. Provide teachers required to move daily from one classroom to  
40 another with reasonable time and assistance. Reasonable time and assistance shall be  
41 considered based on the following limitations: bell schedule, available support staff,  
42 location of appropriate classrooms, and financial constraints.  
43
- 44 **12.9** Make a good faith effort to ensure that no unit member shall be denied adequate time and  
45 classroom coverage for necessary restroom visits.  
46

- 1 **12.10** Make a reasonable effort, in the interest of safety, to assure that an administrator is  
2 present at each school site during the hours when students are present. When an  
3 administrator is not present, there will be a designated certificated employee in charge,  
4 and the site's office personnel will inform any unit member at the site as to which  
5 employee has been so designated. The designation will be in writing and on file in the  
6 principal's office. Further, site personnel will assist in contacting appropriate  
7 administrative personnel. The provisions of this section are excluded from Level III of  
8 Article 11, (the arbitration provision of the Grievance Procedure), but may be grieved  
9 through Step II of Article 11, (the grievance level at which the Superintendent or  
10 designee considers the matter), which shall be the final step for any grievances under this  
11 section.  
12
- 13 **12.11** Ensure that in any case where a teacher determines that there is an unsatisfactory working  
14 relationship between that teacher and aide assigned to his/her classroom, the teacher may  
15 initiate a request to the principal or designee to meet to attempt to resolve the matter.  
16
- 17 **12.12** Work cooperatively with affected teachers on the assignment of student teachers from  
18 local teacher training institutions. Student teachers will not be assigned to work with a  
19 teacher without his/her approval.  
20
- 21 **12.13** Prohibit students from inserting anything or removing anything from the mail boxes of  
22 unit members.  
23
- 24 **12.14** Not require unit members to use their personal vehicles to transport students. All  
25 transportation of students shall be with prior approval of site administration and arranged  
26 in accordance with current transportation procedures.  
27
- 28 **12.15** Not require unit members to perform special medical procedures unless they have been  
29 specifically trained to do so.  
30
- 31 **12.16** Inform each teacher of any student who has caused or who has attempted to cause,  
32 serious bodily injury or injury to another person as defined in paragraphs (5) and (6) of  
33 subdivision (e) of Section 243 of the Penal Code or any conduct engaged in by the  
34 student which would be grounds for expulsion under Education Code 48900 (except  
35 Section H), 48900.2, 48900.3, 48900.4, or 48900.7. The information provided to  
36 the teacher by the District shall be based on any written records that the District  
37 maintains, or receives from law enforcement agencies and/or other agencies. The District  
38 shall also provide written confirmation to the teacher that s/he was informed  
39 pursuant to Article 12.16.  
40
- 41 **12.17** Whenever possible, provide unit members with a designated, interruption-free work  
42 space or classroom. Unit members may also request and receive custodial cleaning  
43 schedules and they shall have a right to a staff work area and/or lounge which is not  
44 accessible to students.  
45  
46
- 47 **12.18** Support a unit member's right to expect professional treatment from all District  
48 personnel. Conversely, unit members shall be expected to conduct themselves in the  
49 same manner.

- 1 **12.19** Electronic acknowledgement of the receipt of the unit members' routine work orders and  
2 purchase orders (when implemented), if submitted through their respective work location  
3 administrative offices, within twenty (20) days. The acknowledgement shall include an  
4 estimated completion date provided to the site. In those instances where the work order  
5 is related to an emergency, the acknowledgement shall be within twenty-four (24) hours,  
6 and urgent matters shall be dealt with as a priority and in an expeditious manner.  
7
- 8 **12.20** Unit members shall have the right to be represented by the Association to the extent  
9 required by law.
- 10
- 11 **12.21** Should the District establish any year-round schools, both parties shall negotiate and  
12 develop guidelines for opening and operating such schools.  
13

1 **ARTICLE 13: LEAVES**

2  
3 **13.1** The leaves provided herein are the sole leaves provided by this Agreement. Any  
4 additional leaves which are mandated by law or are discretionary with the District are  
5 excluded from the terms of this Agreement and specifically excluded from the grievance  
6 procedure herein.

7  
8 **13.2 SICK LEAVE**

9  
10 Full-time unit members on a regular annual contract are entitled to one day of sick leave  
11 per eighteen (18) contract days per year, at least a minimum of ten (10) days. Credit for  
12 the annual minimum of ten (10) days of sick leave need not be accrued prior to taking  
13 such leave by the unit members, and such sick leave may be taken at any time during the  
14 school year. The unused portion of the unit member's sick leave shall accumulate  
15 without limit.

16  
17 Unit members shall be entitled to use sick leave for diagnosis, care, or treatment of an  
18 existing health condition of, or preventive care, for the employee or an employee's  
19 family member as defined in 13.9.1; or an employee who is a victim of domestic  
20 violence, sexual assault, or stalking.

21  
22 **13.2.1** The District shall provide each unit member with a written statement of his/her accrued  
23 sick leave total and sick leave entitlement for the school year. The District shall include  
24 such information on the monthly pay warrant of each unit member.

25  
26 **13.2.2** Part-time unit members shall be entitled to sick leave in the ratio that their service bears  
27 to full-time service.

28  
29 **13.2.3** Summer school teachers may utilize during the summer up to three (3) full days of sick  
30 leave accumulated during the regular school year. Such utilization may be applied to  
31 fractional days in increments of at least one-half (½) day.

32  
33 **13.2.4** For absence due to illness or injury extending beyond current year and accumulated sick  
34 leave credit, a unit member shall be paid his/her regular salary for a period of up to five  
35 (5) school months, less the amount paid a substitute to fill the position during the unit  
36 member's absence. If no substitute is employed, the unit member shall be paid regular  
37 salary less the amount which would have been paid to the substitute had one been  
38 employed. Upon request, the unit member shall provide the District a physician's report  
39 as to the nature of the illness and the expected duration of the absence. Upon exhaustion  
40 of current year and accumulated sick leave, should the unit member be unable to return to  
41 work due to absence or illness, the District may require him/her, at District expense, to  
42 submit to a physical examination to determine the extent of the illness or injury and the  
43 anticipated date that the unit member will be able to return to work.  
44

1 **13.2.5** In all cases of absence, every unit member shall notify the District’s selected substitute  
2 system as soon as the unit member is aware of the need for absence, whether a substitute  
3 is required or not. Satisfactory proof of the nature, extent, and duration of the illness may  
4 be required of the unit member in cases where an administrator feels that he/she is  
5 violating the intent of the leave policy.  
6

7 **13.2.6** Satisfactory proof of the unit member’s ability to return to normal duty may be required  
8 of the unit member in cases where an administrator has any question about the unit  
9 member’s ability to return to duty.  
10

11 **13.2.7** A permanent employee who resigns and is reemployed within thirty-nine (39) months  
12 shall have all accumulated sick leave credit reinstated.  
13

14 **13.2.8 TOTALLY DISABLED**  
15

16 Unit members sixty (60) years of age or older who are not eligible for disability  
17 protection pursuant to STRS guidelines and who have exhausted all accrued sick leave  
18 may opt to waive the substitute pay differential benefit, as described in Paragraph 13.2.5,  
19 and select one of the following options:  
20

- 21 (1) Regular retirement pursuant to STRS guidelines; or
  - 22 (2) Receive an additional 100 days substitute pay differential provided by the District.
- 23  
24

25 Unit members electing option two (2) shall receive full salary less the amount paid a  
26 substitute employed to fill his/her regular position. If no substitute is employed, the unit  
27 member shall receive full salary less the amount which would have been paid a substitute  
28 had one been employed.  
29

30 **13.3 PARENTAL LEAVE**  
31

32 **13.3.1 USE OF SICK LEAVE FOR PARENTAL LEAVE**  
33

34 For purposes of this section, “parental leave” shall be defined as leave for reason of the birth  
35 of the unit member’s child, or the placement of a child with the unit member for adoption or  
36 foster care.  
37

38 Unit members shall use current and accumulated sick leave for parental leave for up to 12  
39 workweeks. When a unit member with at least one year of District service has exhausted  
40 all current and accumulated sick leave and continues to be absent on account of parental  
41 leave, he or she shall be entitled to substitute differential pay for the remainder of the 12-  
42 week leave. Substitute differential pay for purposes of parental leave means the  
43 difference between the unit member’s regular salary and (1) the amount paid to a  
44 substitute employed to replace the unit member or (2) if no substitute is employed, the  
45 amount that would have been paid to a substitute had one been employed to replace the  
46 unit member. Pursuant to this section, the compensation a unit member shall receive shall  
47 be no less than 50 percent of his or her regular salary for the remaining portion of the 12-  
48 workweek period of parental leave.  
49

1 When the need for parental leave is foreseeable, the unit member shall make a reasonable  
2 effort to submit a request in writing to the Division of Human Resources no later than 30  
3 days prior to the use of parental leave and the anticipated dates of the leave. Disputes  
4 over the foreseeability of the leave, or the reasonableness of the effort shall be resolved  
5 between the Association President and the Assistant Superintendent of Human  
6 Resources.

7  
8 Parental leave shall be used within 12 months following the birth or placement of the  
9 child. Parental leave under this section runs concurrently with parental (child bonding)  
10 leave under the California Family Rights Act (CFRA) and the Family Medical Leave Act  
11 (FMLA). The total amount of parental leave shall not exceed 12 workweeks in a rolling  
12 12-month period measured from the date following the birth or placement of the child.

13  
14 **13.3.2** In cases of expected maternity, the unit member involved may secure a leave of absence,  
15 without pay, not to exceed one (1) school year, at the end of which, the unit member shall  
16 be reemployed at a comparable position, and, if possible, the same position.

17  
18 **13.3.3** Paternal sick leave may be used for the delivery of a child, for a bona fide medical  
19 disability connected with a pregnancy, as verified by a doctor's statement, and for normal  
20 postpartum recovery.

21  
22 **13.3.4** Upon request, the District shall provide a unit member who is a natural or adopting parent  
23 an unpaid leave of absence for the purposes of rearing his/her child. The unit member  
24 shall notify the District that he/she intends to take such a leave at a reasonable time prior  
25 to the anticipated date on which the leave is to commence. The length of such leave shall  
26 be limited to the remainder of the current school year, with the option of requesting one  
27 (1) additional school year.

28  
29 **13.3.5** For a unit member who is legally adopting a child, he/she shall be entitled to such leave  
30 for the period of adjustment necessitated by having an adopted child placed in his/her  
31 home and care, up to a maximum number of fifteen (15) days of accumulated sick leave.  
32 When said fifteen (15) days are exhausted, the employee shall be entitled to further  
33 unpaid leave either under Section 13.3.2 or 13.8 herein.

34  
35 **13.4 MATERNITY LEAVE**

36  
37 Unit members shall be entitled to use sick leave, as set forth in this Agreement, for  
38 disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and/or  
39 recovery therefrom, on the same terms and conditions governing leaves of absence for  
40 other illnesses, injuries, or medical disabilities. Such leave shall not be used for  
41 childcare, child rearing, or preparation for childbearing, but shall be limited to those  
42 disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and/or  
43 recovery therefrom.

44  
45 **13.4.1** The length of such pregnancy disability leave, including the date on which the leave shall  
46 commence and the date on which the unit member's duties with the District are to be  
47 resumed, shall be determined by the unit member and her physician, subject to the  
48 following conditions:

1 **13.4.1.1** Within five (5) days following delivery, the unit member shall provide to the Division of  
2 Human Resources a physician's statement indicating necessary postpartum recovery  
3 time.  
4

5 **13.4.1.2** A unit member who is pregnant may continue in active employment as late into her  
6 pregnancy as she desires, provided she is able to properly perform her required duties and  
7 responsibilities and has submitted a physician's certificate.  
8

9 **13.4.1.3** A unit member returning from pregnancy leave shall return when she is able fully and  
10 properly to resume her duties and has submitted a physician's certificate per 13.2.6.  
11

12 **13.4.2** Unit members shall be entitled to leave without pay or other benefits for disabilities  
13 caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom,  
14 when all current, accumulated, and differential pay sick leave has been exhausted. The  
15 date on which the unit member shall resume duties shall be determined by the unit  
16 member on leave and the unit member's physician; provided, however, that the District  
17 management may require a verification of the extent of disability.  
18

19 **13.4.3** This leave policy shall be construed as requiring the District to grant leave with pay only  
20 when it is necessary to do so in order that leaves for disabilities caused or contributed to  
21 by pregnancy, miscarriage, or childbirth are treated the same as leave for other illnesses,  
22 injuries, or disabilities.  
23

24 **13.4.4** In all cases of absence, the unit member shall furnish the administrator with an employee  
25 absence report, signed by the employee, certifying the illness, injury, or quarantine.  
26

27 **13.4.5** Satisfactory proof of the unit member's ability to return to normal duty may be required  
28 of the unit member in cases where an administrator has any question about the  
29 employee's ability to return to duty.  
30

31 **13.4.6** A unit member on pregnancy disability leave for one hundred twenty (120) contract days  
32 or less shall be entitled to return to the same assignment held at the time such leave  
33 commenced unless such assignment has been discontinued, in which case, the employee  
34 shall be entitled to a comparable assignment. A unit member on pregnancy disability  
35 leave for more than one hundred twenty (120) contract days shall be entitled to return to  
36 an assignment held at the time such leave commenced. In any case, the assignment of the  
37 unit member upon return to work shall be comparable to that held at the time pregnancy  
38 disability began. "Comparable" means same educational level (primary or intermediate  
39 elementary, junior high school, or high school assignment) and also means immediate  
40 assignment within major and/or minor teaching fields, whenever possible, except by  
41 request of the employee and availability of the position.  
42

43 **13.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**  
44

45 Unit members will be entitled to industrial accident leave according to the provision in  
46 Education Code Section 44984 for personal injury which has qualified for workers'  
47 compensation.  
48

1 **13.5.1** Such leave shall not exceed sixty (60) days during which the schools of the District are  
2 required to be in session or when the unit member would otherwise have been performing  
3 work for the District in any one fiscal year for the same industrial accident.  
4

5 **13.5.2** The District has the right to have the unit member examined by a physician designated by  
6 the District, at the District's expense, to assist in determining the length of time during  
7 which the unit member will be temporarily unable to perform assigned duties and the  
8 degree to which a disability is attributable to the injury involved.  
9

10 **13.5.3** For any days of absence from duty as a result of the same industrial accident the unit  
11 member may endorse to the District any wage loss benefit check from the District  
12 workers' compensation carrier which would make the total compensation from both  
13 sources exceed 100% of the amount the unit member would have received as salary had  
14 there been no industrial accident or illness.  
15

16 **13.5.4** If the unit member does not endorse to the District any wage loss disability indemnity  
17 check received on account of the industrial accident or illness, as provided above, the  
18 District shall deduct from the unit member's salary warrant the amount of such disability  
19 actually paid to the unit member.  
20

## 21 **13.6 JURY DUTY/COURT APPEARANCE**

22

23 **13.6.1** The District shall grant paid leaves for unit members called to serve on jury duty, subject  
24 to the following conditions:  
25

26 **13.6.1.1** Unit members must notify their immediate supervisor at least three (3) working days  
27 prior to the date of their first appearance; and  
28

29 **13.6.1.2** Unit members shall be paid the difference between their regular salary and the amount  
30 they receive in the form of jury duty pay, exclusive of mileage fees. The District shall  
31 pay the unit member's regular salary, and the unit member shall remit to the District the  
32 amount, received as jury duty pay within ten (10) days of receiving such pay. In the  
33 event the unit member has failed to remit such fees after receiving such fees, the District  
34 shall be entitled to withhold the appropriate amount from the unit member's last salary  
35 check of the school year.

36 **13.6.2** The District shall grant paid leave for mandatory court appearance as a litigant or as a  
37 witness, pursuant to lawful judicial or administrative subpoena. In any case in which a  
38 witness fee is payable, such fee shall be collected by the unit member and remitted to the  
39 District, not to exceed actual amount paid a substitute. For the purpose of this Article,  
40 the definition of the word "litigant" does not include a plaintiff in a legal action.  
41

## 42 **13.7 PERSONAL NECESSITY LEAVE (CHARGEABLE TO SICK LEAVE)**

43

44 **13.7.1** A unit member shall be entitled to personal necessity leave in accordance with the  
45 conditions of this article. A unit member shall be entitled to use a maximum of ten (10)  
46 days of accumulated sick leave each school year for personal necessity leave. Personal  
47 necessity leave may be used for any of the purposes listed in this article. In each case the  
48 unit member shall provide the appropriate administrator at least five (5) workdays of

1 advanced written notice of the intent to use personal necessity leave. In the case when  
2 advance notice is not possible, the unit member shall provide notice as soon as possible.  
3

4 **13.7.1.1**A death occurring within the unit member's immediate family/household when the  
5 number of days absent exceeds the limit provided in the bereavement policy; (See also  
6 13.9.1) The total number of days shall not exceed the total number of days of  
7 bereavement leave provided in 13.9 plus seven (7) days of personal necessity leave.  
8

9 **13.7.1.2**A serious or critical illness or injury of a member of the unit member's immediate  
10 family/household that requires the services of a physician and of such a nature that the  
11 immediate presence of the unit member is required during his/her workday. The total  
12 number of days shall not exceed ten (10) of personal necessity leave per school year.  
13

14 **13.7.1.3**An accident involving the unit member's property or the person or property of any  
15 member of the unit member's immediate family/household. The accident must be serious  
16 in nature, involve circumstances the unit member cannot reasonably be expected to  
17 disregard, and which requires the attention of the unit member during his/her workday.  
18 Such leave is limited to ten (10) days of personal necessity leave per school year.  
19

20 **13.7.1.4**Upon verification of a catastrophic illness or injury of a member of the unit member's  
21 immediate family/household which requires the unit member of be off work for an  
22 extended period of time to care for the ill or injured family/household member, the unit  
23 member's personal necessity leave entitlement shall be the number of days that the unit  
24 member is required to be off work or the number of days of accumulated sick leave,  
25 whichever is less, up to a maximum of ten (10) days of personal necessity leave per  
26 school year. (See the District's Catastrophic Leave Policy for further details)  
27

28 **13.7.2** When sick leave is used for personal necessity as set forth in 13.7.1.1, 13.7.1.2, 13.7.1.3,  
29 or 13.7.1.4 above, the unit member shall not be required to secure advance permission,  
30 but shall notify his/her site administrator as noted in 13.7.1.  
31

32 **13.7.3** Accumulated sick leave may be used for the following personal necessities with prior  
33 notification of the site administrator.  
34

35 **13.7.3.1**For marriage of the unit member, or the marriage of the father, the mother, the son, the  
36 daughter, the sister, the brother, or the person living in the immediate household, which  
37 shall be limited to no more than seven (7) days for any one marriage; or  
38

39 **13.7.3.2**Compelling personal necessity, including but not limited to observance of religious  
40 holidays and bereavement, which shall be limited to no more than seven (7) days per  
41 school year.  
42

## 43 **13.8 PERSONAL LEAVE**

44

45 A personal leave of absence without remuneration for not more than thirty (30) days may  
46 be awarded administratively to transact urgent personal business. The justification and  
47 duration of such leaves shall be left to the discretion of the Superintendent or designee.  
48 Leaves of absence in excess of thirty (30) days are subject to ratification by the Board of  
49 Education or its designee.

1 **13.8.1** A personal leave without pay or health and welfare benefits of not more than one (1) year  
2 shall be awarded to permanent unit members for the purpose of investigating or accepting  
3 employment opportunities elsewhere, if approved by the Superintendent or designee.  
4

5 **13.8.2** Sick leave, and retirement credit shall not accrue during such leave.  
6

7 **13.9 BEREAVEMENT AND IMMINENT DEATH LEAVE**  
8

9 A unit member shall be granted leave of absence with pay for up to three (3) days due to  
10 death in the immediate family/household, or up to five (5) days if round trip travel to  
11 attend or arrange for the funeral exceeds four hundred (400) miles (See also 13.7.1.1  
12 additional days may be granted with the approval of the Division of Human Resources)  
13

14 **13.9.1** A member of the immediate family/household, for these limited purposes, is defined as  
15 spouse, son, daughter, brother, sister, mother, father, grandmother, grandfather, or a  
16 grandchild of the unit member or of the spouse of the unit member, or any member of the  
17 immediate household of the unit member.  
18

19 **13.10 REGULAR LEAVE**  
20

21 Leaves of absence for advanced study, travel, exchange teaching, health, or any other  
22 reason recommended by the Superintendent and approved by the Board of Education,  
23 may be granted to a permanent unit member. Such leave shall be without remuneration.  
24 No sick leave or retirement credit shall accrue during the term of such leave.  
25

26 **13.11 PUBLIC OFFICE LEAVE**  
27

28 Every permanent unit member who is elected to public office shall be granted an unpaid  
29 leave of absence from his/her duties as an employee of the District, upon request, for the  
30 term of office.  
31

32 **13.11.1** Within six (6) months following the expiration of term of office, the unit member shall be  
33 entitled to return to a position comparable to the one held by him/her at the time of  
34 his/her election.  
35

36 **13.12 MILITARY LEAVE**  
37

38 Unit members are eligible for military leave in accordance with existing law.  
39

40 **13.13 IN-SERVICE AND CONFERENCE ATTENDANCE**  
41

42 The District shall maintain its current practice concerning administration of and provision  
43 for in-service, conference, and educational convention attendance. In-service and  
44 conference attendance shall not be unreasonably denied.  
45

46 **13.14 MISCELLANEOUS REGULATIONS**  
47

48 **13.14.1** Unit members on paid leaves shall receive credit for annual salary increments and all  
49 other fringe benefits, including but not limited to, insurance and retirement benefits to the  
50 extent not expressly prohibited by law, unless otherwise provided in this Agreement.

1 **13.14.2** Unit members on unpaid leave shall be entitled to continued coverage under the  
2 insurance plans, with payment of required premium amount to be remitted to the District  
3 by the unit member. Should the unpaid leave comprise more than twenty-five percent  
4 (25%) of the unit member's regular contract days during the school year, step  
5 advancement shall not be granted for the ensuing school year.  
6

7 **13.14.3** In the event the unpaid leave extends into a second (2<sup>nd</sup>) consecutive school year, and the  
8 total duty days actually worked during those two (2) consecutive years combine to  
9 comprise at least seventy-five percent (75%) of one year's contract days, the unit member  
10 shall be eligible to apply for step advancement on the salary schedule. Under no  
11 circumstances shall any portion of said duty days actually worked be accumulated and/or  
12 applied for credit toward step advancement beyond the second (2<sup>nd</sup>) school year  
13 following the date the unpaid leave first commenced. No unit member shall be awarded  
14 more than one (1) step per year on the salary schedule for longevity purposes.  
15

16 **13.14.4** A unit member returning from any type of leave of one hundred twenty (120) contract  
17 days or less shall be entitled to return to the same assignment held at the time such leave  
18 commenced unless such assignment has been discontinued, in which case, the employee  
19 shall be entitled to a comparable assignment. A unit member on leave for more than one  
20 hundred twenty (120) contract days shall be entitled to return to an assignment  
21 comparable to the assignment held at the time such leave commenced. In any case, the  
22 assignment of the unit member upon return to work shall be comparable to that held at  
23 the time leave began. "Comparable" means same educational level (primary or  
24 intermediate elementary, junior high school, or high school assignment) and also means  
25 immediate assignment within major and/or minor teaching fields, whenever possible,  
26 except by request of the unit member and availability of the position.  
27

28 **13.15 CATASTROPHIC LEAVE**  
29

30 Unit members will be entitled to catastrophic leave in accordance with the Board Policy  
31 and Administrative Regulation.  
32

33 **13.16 FAMILY CARE AND MEDICAL LEAVE**  
34

35 Unit members shall be eligible to utilize family care and medical leave in accordance  
36 with Board Policy and Administrative Regulation.  
37

1 **ARTICLE 14: HOURS**  
2

3 **14.1** The regular work day for a unit member shall consist of seven (7) on-site duty hours or  
4 thirty-five (35) hours per week, inclusive of lunch. Unit members who receive an  
5 additional responsibility factor shall work thirty-five (35) hours per week, exclusive of  
6 lunch.  
7

8 **14.2** Unit members shall report to their respective work site at least ten (10) minutes before the  
9 commencement of their first regularly scheduled class or period. It is not the intent of  
10 this paragraph to exceed 14.1 above. Unit members shall not be required to sign-in when  
11 reporting for service unless otherwise directed by the District as part of a progressive  
12 corrective action plan.  
13

14 **14.3** In addition to the above, unit members shall be required to perform appropriate additional  
15 professional duties and fulfill additional professional obligations as determined by their  
16 immediate supervisor so long as those duties and obligations are consistent with the terms  
17 of this Agreement. Those duties and obligations may include, but are not limited to:  
18 attendance at faculty meetings, parent conferences, student conferences, conferences with  
19 administrators, and calendared in-service meetings. Unit members may be required to  
20 attend one (1) Back-to-School/parent communications night in the fall, and one (1) Open  
21 House/parent communications night in the spring. The length of each function shall not  
22 exceed three (3) consecutive hours at the secondary schools, with the function to be  
23 normally completed by 9:00 p.m., and one and one-half (1-½) hours at the elementary  
24 schools, and shall be kept shorter to the extent possible.  
25

26 **14.3.1** At the secondary level a faculty/staff development and a department meeting shall be  
27 held immediately following the instructional day, except as otherwise agreed to by a  
28 majority vote of unit members concerned. Such meeting shall normally be no longer than  
29 one (1) hour in length, and, with the exception of emergencies, unit members are to  
30 receive advance notice of at least one (1) week of the required meeting.  
31

32 At the elementary level a faculty/staff development meeting and a grade level meeting  
33 shall be held immediately following the instructional day, except as otherwise agreed to  
34 by a majority vote of unit members concerned. Such meeting shall normally be no longer  
35 than one (1) hour in length, and, with the exception of emergencies, unit members are to  
36 receive advance notice of at least one (1) week of the required meeting.  
37

38 The parties agree the District may schedule and require unit members' participation at  
39 additional meetings during the defined workday, except the District shall not schedule  
40 meetings during the unit members' lunch period or conference/preparation time.  
41

42 **14.3.2** Duties such as: campus supervision, supervision of social and athletic events and field  
43 trips shall be posted at least two (2) weeks in advance and shall initially be offered to  
44 volunteers. In the event there are insufficient volunteers, such duties shall be assigned on  
45 an equitable basis. Equity shall be determined by the number of hours spent on extra-  
46 duty assignments of which no stipend is paid. Unit members shall not be required to  
47 perform supervision duties on any day when the unit member is not required to otherwise  
48 be on duty.

- 1 **14.3.3** The District shall not require Special Education teachers to spend more hours providing  
2 student supervision than regular education teachers.  
3
- 4 **14.3.4** Recognizing that the classroom teacher is an integral part of the Individualized  
5 Educational Plan (IEP) team, a good faith effort shall be made to accommodate the  
6 regular education teacher when scheduling IEP meetings. IEP meetings and student  
7 study meetings at the elementary sites shall not be scheduled during preparation time on  
8 minimum days without the agreement of the unit members involved.  
9
- 10 **14.4** Unit members shall be entitled to one (1) duty free lunch period per day of no less than  
11 thirty (30) minutes. Elementary schools on minimum day schedule may provide a thirty  
12 (30) minute lunch period for staff, as determined by site unit members in consultation  
13 with the principal. Unit members are not required to sign out before leaving campus  
14 during their lunch period.  
15
- 16 **14.5** Unit members who wish to leave campus on school business during working time shall  
17 notify the principal or designee. Unit members who wish to leave campus for personal  
18 business during working time, excluding lunch, shall first receive permission from the  
19 site principal or designee.  
20
- 21 **14.6** The scheduling of non-teaching work days may be changed by mutual agreement  
22 between the principal or designee and the unit member. In the event mutual agreement is  
23 not reached, the principal or designee will render the final decision. All classroom  
24 teachers who work 183 or more days will have three (3) non-teaching work days included  
25 in their contracted work year. The District Calendar shall be formulated by a District  
26 Calendar Committee (comprised of District employees), and, when adopted by the Board,  
27 shall be considered part of this Agreement.  
28
- 29 **14.7** The District shall make a good faith effort to minimize and equalize the number of  
30 preparations required for secondary teachers. No unit member shall be assigned more  
31 than (3) core subject (math, English, science, social studies) preparations within the  
32 standard five (5) period assignment, excluding but not limited to special education,  
33 English Language Development, electives, or alternative programs, without written  
34 permission from the affected teacher.  
35
- 36 Unit members accepting a 6<sup>th</sup> period assignment only waive the limitations of Article  
37 14.7 for the 6<sup>th</sup> period assignment.  
38
- 39 **14.8** Unit members shall be given three (3) contract days after the close of each grading period  
40 to complete grade reports. Grade reports shall be due at 4:00 p.m. on that third contract  
41 day. (including 8<sup>th</sup> graders and seniors). Exception: for the last grading period, grades  
42 for all 9<sup>th</sup> – 11<sup>th</sup> graders shall be inputted into the student information system by the end  
43 of the last scheduled secondary teacher contracted workday.  
44

1 **14.9 PREPARATION PERIODS**

2  
3 **14.9.1** Full-time secondary unit members shall be allowed one (1) conference/preparation period  
4 each regular workday.

5  
6 **14.9.2** Except in cases of emergency, no unit member will be scheduled to teach as a substitute  
7 during said unit member’s regular work day. Prior to scheduling substitute service for  
8 any unit member, the District will make a good faith effort to obtain a substitute teacher.  
9 If no substitute is available, the District will first seek volunteers for substitute service. If  
10 no volunteers are available, assignments of substitute duty will be made on an equitable  
11 basis from among available unit members. A secondary teacher assigned to perform  
12 substitute duty shall receive the hourly instructional rate for each period of service. An  
13 elementary teacher, who is required to take extra students because no substitute is  
14 available, shall receive a pro rata share of the hourly instructional rate based on the  
15 percentage of the total class which he/she receives.

16  
17 **14.9.3** Upon the request of the District and agreement by the teacher, and in accordance with  
18 Article 7 of this Agreement, secondary-level teacher may surrender his/her preparation  
19 period in order to teach an additional period on an extended basis. “Extended basis” is  
20 defined as seven (7) or more days of substitute service following one (1) day of  
21 emergency service as emergency service is envisaged in Paragraph 14.9.2 above. The  
22 pay for such additional teaching shall be one-sixth (1/6<sup>th</sup>) of the respective member’s per  
23 diem rate (see Section 7.5.2.4).

24  
25 **14.10 PARTICIPATION ON COMMITTEES**

26  
27 **14.10.1** Unit member participation on District and site committees shall be on a voluntary basis.

28  
29 **14.11 PREPARATION TIME**

30  
31 **14.11.1** The District shall provide to elementary teachers an uninterrupted conference/preparation  
32 period of no less than one hundred fifty (150) minutes per week. If the District schedules  
33 one conference/preparation period of at least 120 minutes, the remaining minutes must be  
34 scheduled in blocks of no less than 20 minutes. If the District schedules a  
35 conference/preparation period of less than 120 minutes, the remaining minutes must be  
36 scheduled in blocks of no less than 30 minutes.

37  
38 An individual site may not deviate from the district preparation schedule unless agreed  
39 upon by the district and association.

40  
41 **14.11.2** The District reserves the right to modify instructional minutes with input from site faculty  
42 representatives in order to implement this section. The District calendar shall provide  
43 seven (7) minimum days for K-6<sup>th</sup> grades, for elementary parent conferences during the  
44 school year. If these minimum days are scheduled on the day of an elementary  
45 preparation period, the preparation period shall be rescheduled. Unit members shall not  
46 be required to hold individual conferences with parents past one (1) hour after the  
47 completion of their regular workday, nor when there is not an administrator on campus.

1 **14.11.3** Assessment/consultation time for elementary Resource Specialists will be a minimum of  
2 seventy (70) minutes per day during the student contact day exclusive of the minimum  
3 day.  
4

5 **14.11.4** Elementary school sites that have SDC mild/moderate and moderate/severe classes shall  
6 receive a budget of \$1,000 per school year per class. The teacher and site administrator  
7 are to mutually agree upon the allocation of the funds. The funds may be used to provide  
8 release time, hire substitutes, provide extra hours per timesheet, and/or purchase  
9 materials. If the teacher and administrator are not able to mutually agree to a use for the  
10 money, the Director of Special Education shall specify a use after discussing the matter  
11 with the teacher and administrator.  
12

13 **14.11.5** Elementary RSP teachers shall receive a budget of \$1,000 per school year. The teacher  
14 and site administrator are to mutually agree upon the allocation of the funds. The funds  
15 may be used to provide release time, hire substitutes, provide extra hours per timesheet,  
16 and/or purchase materials. If the teacher and administrator are not able to mutually agree  
17 to a use for the money, the director of special education shall specify a use after  
18 discussing the matter with the teacher and administrator.  
19

20 **14.12 PART –TIME EMPLOYMENT/JOB SHARING**  
21

22 **14.12.1** Unit members wishing to work a reduced contract for the school year or semester next  
23 succeeding shall make their request in writing to the Division of Human Resources no  
24 later than forty-five (45) days prior to the end of the year or semester preceding. Said  
25 request must have the support of the unit member's site or District administrator.  
26

27 **14.12.2** Salary for part-time unit members shall be computed based upon the reduced contract as  
28 it relates to the required 7-hour working day (section 14.1 of this Article). As an  
29 example, a unit member requesting a one-half (½) time contract would receive 50% of  
30 his/her salary and be required to spend one-half (½) the work day, as defined in Section  
31 14.1 at the work site. Preparation time shall be given in exact ratio of the unit member's  
32 part-time employment to that of a full-time employee.  
33

34 Unit members on part-time contract must accrue full-time equivalent days in order to  
35 earn a step increase for the next succeeding year. Unit members may accrue said days as  
36 discussed in Article 13.14.3 of this Agreement.  
37

38 **14.12.3** The District shall provide fringe benefits in exact ratio of unit member's contract to that  
39 of full-time. The unit member may provide the difference in cost to equal full coverage  
40 provided a full-time unit member.  
41

42 **14.12.4** Part-time contracts shall be from year to year; unit members wishing to continue a part-  
43 time contract shall initiate a request, as defined in Section 14.12.1 of this Article.  
44

45 **14.12.5** The District takes no responsibility in the effect part-time contracts have upon the unit  
46 member's retirement accrual with STRS, and obtaining tenure with the District.  
47

48 **14.12.6** All other rights and privileges provided to full-time unit members shall be provided to  
49 part-time unit members, with the exception of those provisions within this Article and  
50 Article 6: Adult School Terms and Conditions.

1 **14.13** The District and the Association agree to a work year equivalent to one hundred eighty-  
2 three (183) days. Newly employed unit members are required to work two (2) additional  
3 days.

1 **ARTICLE 15: PLACEMENT, ASSIGNMENT, REASSIGNMENT, TRANSFER, AND**  
2 **VACANCIES**

3  
4 **15.1 GENERAL PROVISIONS**

5  
6 The District reserves the right to make placement, assignments, reassignments, transfers,  
7 and fill vacancies of unit members subject to this Article.

8  
9 **15.1.1 Definitions**

10  
11 **Placement** means the work site(s) at which the unit member is placed upon being  
12 employed by the District, upon returning from a discretionary leave of absence of more  
13 than one semester, or following a valid transfer.

14  
15 **Assignment** means the department or departments, subject area(s) schedule and/or grade  
16 level(s)/track within a school or schools to which a unit member is assigned.

17  
18 **Reassignment** means a change in the unit member's assignment at the same work site(s).

19  
20 **Mis-assignment** means NOT being appropriately credentialed/authorized, as determined  
21 by the California Commission on Teacher Credentialing and defined by State and Federal  
22 statutes or national and/or international program requirements.

23  
24 **Schedule** means arrangement of classes, according to the number, levels, subject area,  
25 and order in which they are to be taught.

26  
27 **Seniority** means the unit member's initial date or paid service in a probationary position  
28 within the bargaining unit. The parties will establish the seniority date for each unit  
29 member, incorporating the above definition and breaking all ties by lot. The Associate  
30 Superintendent, Human Resources, or designee shall conduct the lottery in the presence  
31 of two (2) Association representatives, as selected by the President. Once the lottery  
32 determines a unit member's seniority, that seniority shall remain in effect so long as the  
33 unit member remains in service to the District. Human Resources will annually assign a  
34 seniority number to unit members beginning with the most senior unit member being  
35 assigned number one (1) and descending in rank order to least senior.

36  
37 **Transfer** means a voluntary or involuntary change in placement of a unit member from  
38 one work site to another.

39  
40 **Vacancy** means any new or vacated bargaining unit position which the District intends to  
41 fill with a permanent, probationary, or temporary unit member.

42  
43 **15.1.2** The District shall exert all feasible effort to establish and maintain a balanced teaching  
44 staff in all work site(s). This balance may include racial, ethnic, gender, and teacher  
45 experience. Establishing and maintaining a balanced staff is consistent with the best  
46 interest of students which must be considered foremost in the development of work site  
47 faculties. The interest of the employee, the employee's professional growth, and  
48 seniority shall also be important factors in faculty assignments.

1 **15.1.3** Transfers and/reassignments may be requested by the unit member, initiated by the  
2 principal or designee, or initiated by the Superintendent or designee. When transfers or  
3 reassignments are affected, every possible effort shall be made to keep such changes on a  
4 mutual approval basis so that the unit member concerned and the administrators involved  
5 are in accord.  
6

7 **15.1.4** On or before March 15 of the school year prior to the school year in which the transfer  
8 would become effective, the Division of Human Resources shall consider the transfer  
9 requests of unit members currently serving in the District prior to the time new personnel  
10 are being considered, and if all factors are equal between unit members initiating a  
11 transfer, as deemed by the administration, the transfer/reassignment for the succeeding  
12 year shall be made on the basis of seniority in the District. After March 15 of each year  
13 and up to the day before the duty year of unit member begins, all qualified applicants  
14 who have applied for the vacancy at the work site shall have consideration in the  
15 selection process for filling the vacancy.  
16

17 The paragraph above does not apply to positions where a separate interview and selection  
18 process exists (i.e. TOAs, Instructional Coaches, and TK teachers). Members who are  
19 selected for these positions may transfer out of the position in accordance with Article 15.  
20 There is no automatic right to transfer into a TOA, Instructional Coach, or TK teacher  
21 position.  
22

23 **15.1.5** Transfer request forms shall be available at each site administrator's office and at the  
24 Division of Human Resources Office. The unit member shall be advised in writing as to  
25 the final action taken concerning his/her transfer request.  
26

27 **15.1.6** The District, upon request, shall provide assistance to each transferee in making the  
28 physical move to the new assignment. (See Section 12.7)  
29

30 **15.1.7** No unit member shall be precluded from working 183 days by reason of voluntary or  
31 involuntary transfer to or from a year-round school. Service, such as substitute teaching,  
32 at per diem rate, may be an option by mutual agreement.  
33

34 **15.1.8** The Division of Human Resources shall email to the Association an announcement of  
35 open positions. The District shall post an announcement of all open bargaining unit  
36 positions on Edjoin. Site administrators shall make a good faith effort by verifiable  
37 means to contact all unit members who have requested a transfer to their respective sites.  
38

39 **15.1.9** The voluntary transfer and assignment rights of Special Education teachers and other  
40 specialists shall be the same as other unit members.  
41

42 **15.1.10** The closing date, which shall be at least five (5) business (Monday – Friday, exclusive of  
43 holidays) days following the announcement date, shall be indicated on all notices of  
44 vacancy. The District will not post bargaining unit vacancies during Thanksgiving,  
45 winter, and spring breaks.  
46

47 **15.1.11** No assignment to fill a vacancy shall be made prior to the closing date.  
48

1 **15.2 VOLUNTARY TRANSFERS**

2  
3 This section pertains to unit members transferring between work sites only.

4  
5 **15.2.1** A voluntary transfer is relocation acceptable to a unit member, which would not result in  
6 a mis-assignment. Further, a unit member is eligible to participate in a voluntary transfer  
7 after completing two (2) satisfactory years of service, defined as not having been on a  
8 mandated assistance plan at any time during those two (2) years, and has submitted a  
9 written request for transfer.

10  
11 **15.2.2** Transfer requests shall be considered before hiring new employees from outside of the  
12 District. Unit members who desire transfers to other work site(s) shall have the  
13 opportunity to submit a Request for Transfer to the Division of Human Resources. All  
14 requests for transfer remaining on file as of March 16 shall become invalid. A unit  
15 member who still wishes to be considered for transfer must file a new request.

16  
17 **15.2.3** Nothing in this Agreement shall prevent a unit member from amending or withdrawing a  
18 transfer request at any time prior to being transferred. If a member does not wish to be  
19 considered for vacancies which occur after the list of vacancies has been distributed, the  
20 unit member must cancel the transfer request in writing at the Division of Human  
21 Resources.

22  
23 **15.2.4** A unit member who has exercised his/her option and received a voluntary or seniority  
24 transfer shall not be eligible for another voluntary transfer or seniority transfer until  
25 he/she has served two (2) additional satisfactory years, as defined in 15.21.1 above, with  
26 the District.

27  
28 **15.2.5** Eligible unit members with five (5) or more years of service in the District who have  
29 requested a transfer per 15.2.2 shall based on seniority receive a transfer to the school of  
30 their choice if the following conditions are met except as noted below in 15.2.5.

31  
32 **15.2.5.1** There exists an opening at the school of choice for which the unit member would not be  
33 mis-assigned.

34  
35 **15.2.5.2** The unit member has completed two (2) satisfactory years of service, defined as not  
36 having been on a mandated assistance plan at any time during those two (2) years.

37  
38 **15.2.6** Positions may be exempt from this Article:

39  
40 **15.2.6.1** When there is a need by the receiving work site to consider diversity factors such as race,  
41 ethnic background, and gender; or

42  
43 **15.2.6.2** When a position is coupled with extra-curricular assignments, e.g., drama, choir, band,  
44 etc. said extra-curricular assignments shall be specifically stated on the job announcement  
45 and shall be related to the teacher's regular teaching assignment.

46  
47 **15.2.6.3** When there is a need for a seventh period athletic physical education class (such an  
48 assignment shall not constitute a regular teaching assignment for purposes of this  
49 Article); or

1 **15.2.6.4**When any work site has been designated by the California Department of Education as a  
2 deciles 1, 2, or 3 school and if the principal refuses to accept the transfer.  
3

4 **15.2.7** If a transfer occurs during a unit member’s regular teaching calendar, the unit member  
5 may, upon request, be afforded the option of 1, 2, or 3 working days for full-time  
6 preparation for the new assignment to be determined mutually by the site administrator  
7 and the affected unit member. Disputes regarding the number of preparation days shall  
8 be resolved by the Association President and the Associate Superintendent, Human  
9 Resources.  
10

11 **15.2.8** The person responsible for making the transfer decision shall, upon request from an  
12 unsuccessful applicant for transfer, provide an explanation for the decision.  
13

14 **15.2.9** Transfers shall not be denied for vindictive, arbitrary, nor capricious reasons.  
15

16 **15.3 INVOLUNTARY TRANSFERS**  
17

18 This section pertains to unit members transferring between work sites only.  
19

20 **15.3.1** An involuntary (administrative) transfer is a relocation effected at the initiative of an  
21 administrator.  
22

23 **15.3.2** A principal or the Superintendent or designee may recommend the involuntary transfer of  
24 a unit member by submitting a written request to the Division of Human Resources with  
25 a copy forwarded to the affected unit member.  
26

27 **15.3.3** The principal or the Associate Superintendent, Human Resources or designee shall  
28 arrange a conference with the unit member to discuss the transfer, seeking cooperative  
29 agreement.  
30

31 **15.3.4** Advance notice of no less than four (4) contract days shall be given to the unit member  
32 by the appropriate administrator when the purpose of the involuntary transfer is to  
33 balance class enrollments early in the school year or at mid-year within the following  
34 limitations.  
35

36 **15.3.4.1**The District may utilize such short-notice transfers to balance enrollments only during  
37 the first three (3) weeks of the school year (all District schools) or only during the first  
38 two (2) weeks of the spring semester (secondary schools only);  
39

40 **15.3.4.2**The unit member being transferred shall be granted up to three (3) days of release time  
41 for preparation for the new assignment specified in 15.2.7;  
42

1 **15.3.4.3**The amount of preparation time shall be determined by the receiving site administrator  
2 and the affected unit member. Disputes regarding the number of days shall be resolved  
3 by the Association President and the Associate Superintendent, Human Resources.  
4

5 **15.3.5** In all other cases of involuntary transfer between work site(s), the Associate  
6 Superintendent, Human Resources shall give the unit member written notice of the  
7 prospective transfer no less than fifteen (15) days prior to the scheduled effective date of  
8 the transfer. The Associate Superintendent, Human Resources shall also inform the  
9 prospective transferee as to expected position vacancies so that he/she may have the  
10 opportunity to state preferences among the various vacancies.  
11

12 **15.3.6** Involuntary transfers shall not be made for vindictive, capricious, nor arbitrary reasons.  
13

14 **15.3.7 REDUCTION IN STAFF**  
15

16 Whenever the number of unit members placed at a school site must be reduced, and the  
17 reduction causes an involuntary transfer, the principal shall first seek a volunteer to  
18 transfer.  
19

20 At the secondary level, should an appropriate unit member not volunteer and the need for  
21 an involuntary transfer remain, the unit member with the least District seniority in the  
22 affected department shall be transferred/reassigned to another assignment/site where  
23 there is an opening.  
24

25 At the elementary level, should an appropriate unit member not volunteer and the need  
26 for an involuntary transfer remain, the unit member at the school site with the least  
27 District seniority will be transferred to another site where there is an opening.  
28

29 When an opening is not available for a unit member being involuntarily transferred the  
30 District retains the right of assignment/transfer for all teachers. The displaced unit  
31 member will be transferred pursuant to the appropriate section in Article 15.3.  
32

33 An involuntarily transferred unit member, resulting from a staff reduction as set forth in  
34 15.3.7, shall have the first right to return to his/her former site only during the school year  
35 in which the involuntary transfer takes effect as long as it does not create a “mis-  
36 assignment”. In instances where multiple teachers desire to return to their former site, the  
37 District will use District seniority to determine the order of offer. The District is not  
38 obligated to give notice to the unit member of any vacancy or right to return unless the  
39 unit member has informed the District through use of the District’s transfer request form  
40 that he/she wishes to return to the prior school of assignment.  
41

42 Exception to this section may be made by the site principal when there is a need by the  
43 site to consider such factors as race, ethnic background, gender and age, and/or the  
44 teacher is providing service in an extra-duty assignment.  
45

1 **15.4 ASSIGNMENT/REASSIGNMENT**

2  
3 **15.4.1** A good faith effort shall be made to give each unit member a written notice of his/her  
4 next year's tentative assignment by the close of school. All said notices of assignment  
5 given are tentative and subject to change contingent on staffing needs as determined by  
6 the administrator. Said change in tentative assignment is not subject to the grievance  
7 procedure provided this Agreement is not otherwise violated.  
8

9 **15.4.2** Requests for reassignment shall be directed to the principal of the work site(s) at which  
10 the unit member is placed. The site administrator shall work cooperatively with unit  
11 members who request reassignment.  
12

13 **15.4.3** All attempts will be made to assign unit members to positions where they will serve most  
14 effectively as determined by the principal. When two or more unit members are being  
15 considered for the same assignment, and all factors are equal (in addition to effectiveness,  
16 factors to be considered are: balancing of staff with regards to race, ethnic background,  
17 gender, age and/or whether the teacher is providing service in an extra duty assignment)  
18 as determined by the administrator, the assignment shall be made on the basis of site  
19 seniority.  
20

21 **15.4.4** If a reassignment occurs during a unit member's regular teaching calendar, the unit  
22 member may, upon request, be afforded the option of one (1), two (2), or three (3)  
23 working days for full-time preparation for the new assignment. Upon the reassignment  
24 being made, the unit member must inform the principal of the number of days needed for  
25 preparation, and the amount of preparation time provided shall be determined by the site  
26 administrator and the affected unit member. Disputes regarding the number of  
27 preparation days shall be resolved by the Association President and the Associate  
28 Superintendent, Human Resources.  
29

30 **15.4.5** When a site or staff administrator needs to involuntarily reassign a unit member within  
31 his/her staff, such reassignment may be made upon the recommendation of the  
32 supervising administrator, provided that written notice is given to the unit member and to  
33 the Associate Superintendent, Human Resources no less than ten (10) contract days prior  
34 to the effective date of the change, except that short notice timelines set forth in 15.3.4  
35 may be used when the reassignment is necessary to balance class enrollments.  
36

37 **15.4.6** Requests for reassignment within the same school from one grade level to another or  
38 from one subject area or group to another shall be directed to the principal of the school  
39 to which the unit member is assigned. The principal shall work cooperatively with the  
40 unit member on such reassignment.  
41

42 **15.4.7** Special Education teachers and other specialists who choose to return to regular  
43 classroom teaching will be given the same assignment/reassignment rights as regular  
44 classroom teachers at the site where the specialists are currently serving.  
45

1 **15.4.8** When a vacancy occurs at a work site during the school year, the faculty shall be notified  
2 of the vacancy so that reassignment consideration can be given to interested unit  
3 members at that site before transfers or outside individuals are considered. Prior to the  
4 summer months, it shall be the unit member’s responsibility to inform the site  
5 administrators of his/her assignment preferences so that consideration can be given.  
6

7 **15.5** **WORK SITE/SCHOOL CLOSINGS**  
8

9 If a work site/school is closed, displaced teachers at that site shall be given the  
10 opportunity to state preferences among the vacancies in the District for which they are  
11 qualified. The Associate Superintendent, Human Resources or designee shall inform the  
12 displaced teachers of all anticipated position vacancies in the District and allow them to  
13 state preferences among the vacancies. The displaced teacher will be placed pursuant to  
14 the appropriate section in Article 15.3 Exception to this section may be made for any  
15 reason enumerated in Article 15.2.5.  
16

17 This section does not apply to any school that is “transplanted” from one physical  
18 location to another in which all bargaining unit members move collectively from one  
19 physical location to another.  
20

21 **15.6** **OPENING NEW SCHOOL SITES**  
22

23 Whenever the District opens a new school, the principal shall be permitted to select for  
24 transfer volunteer unit members (teachers and counselors) from within the District. The  
25 principal shall select a minimum of thirty-three percent (33%) of the total staff allocation  
26 through the voluntary transfer process. The number of volunteer unit members shall not  
27 exceed twenty-five percent (25%) of the allocated classroom teachers at any one site, and  
28 shall not exceed twenty-five percent (25%) of any one department at any one site. In a  
29 case where a department or grade level has fewer than four (4) unit members, the  
30 principal may take one (1) unit member. The principal may fill the balance of the  
31 school’s staff through the voluntary transfer process, the involuntary transfer process, or  
32 hire external candidates. The District shall assign nurses, special education staff and  
33 elementary music teachers.  
34

35 Whenever the District opens a new school after the student school year begins but before  
36 March 15<sup>th</sup> of that school year, the provisions of Article 15.2 Voluntary Transfer shall  
37 apply, except that the number of unit members transferring from any grade level of an  
38 elementary site or department of any site may not exceed twenty-five percent (25%) of  
39 the effected grade level or department. In cases where a grade level or department has  
40 fewer than four (4) unit members, no more than one unit member may transfer from that  
41 grade level or department. This paragraph does not apply to delays in opening a new  
42 school that the District could not reasonably foresee.  
43

44 This section does not apply to any school that is “transplanted” from one physical  
45 location to another in which all bargaining unit members move collectively from one  
46 physical location to another.  
47

48 **15.7** Assignments/reassignments shall not be made for vindictive capricious, nor arbitrary  
49 reasons.  
50

- 1 **15.8** Behavior intervention counselors and behavior health counselors/transfer into a  
2 credentialed counseling position  
3
- 4 **15.8.1.** All BICS and BHCS who transfer into certificated counseling positions will be allowed  
5 to retain their original "seniority date" provided upon employment with Chino Valley  
6 USD as a BIC or BHC. The purpose of this language is to allow the BICS or BHCS to  
7 keep their "seniority date" barring a decision by an administrative law judge that this  
8 "seniority date" is not allowable.  
9
- 10 **15.8.2.** All BICS and BHCS who transfer to credentialed counseling positions shall be placed on  
11 the appropriate certificated salary schedules. For purposes of initial placement on the  
12 certificated salary schedule, BICS and BHCS who transfer to certificated positions shall  
13 receive credit for all time served in the BIC and BHC position, in addition to any other  
14 qualifying credit.  
15
- 16 **15.8.3.** BICS and BHCS who transfer into certificated counseling positions shall be permitted to  
17 advance to the next salary step if applicable on July 1, 2019, irrespective of the 75%  
18 requirement delineated in appendix b to the agreement.  
19
- 20 **15.8.4.** BICS and BHCS who transfer into certificated counseling positions shall receive the  
21 benefits cap associated with the collective bargaining agreement for act and effectively  
22 the new position.  
23
- 24 **15.8.5.** BICS and BHCS will cease to acquire vacation time on the date they transfer into the  
25 certificated counseling position. Any vacation accrued up to the time of transfer will be  
26 paid out to the employee prior to the end of the fiscal year in which the transfer takes  
27 place.  
28
- 29 **15.8.6.** Any sick leave accrued by an employee in the BIC or BHC position shall be transferred  
30 to the employee's certificated counseling position in accordance with and to the extent  
31 provided by law and/or applicable regulation.  
32

1 **ARTICLE 16: RETIREMENT CREDIT FOR PART-TIME SERVICE**  
2

3 **16.1** The purpose of this Article is to allow certificated employees of the District to work part-  
4 time and receive full-time retirement credit.  
5

6 **16.2** Such part-time employment status is limited to a period of five (5) years, or age 65,  
7 whichever comes sooner. No service prior to July 1, 1976, may be included as part-time  
8 service.  
9

10 **16.3** Any participant shall have reached age 55 before the beginning of the unit member's  
11 school year or semester in which the part-time service is to be effective. Such participant  
12 must have been employed full-time in a position requiring certification for at least ten  
13 (10) years, of which the immediately preceding five (5) years were full-time in the  
14 District.  
15

16 **16.4** The option of part-time employment must be exercised at the request of the unit member  
17 and can be revoked only with the mutual consent of the District and the unit member.  
18

19 **16.5** The participant shall be paid a salary which is the pro rata share of the salary he/she  
20 would be earning had he/she not elected to exercise the option of part-time employment,  
21 but shall retain all other rights and benefits for which he/she makes the payments that  
22 would be required if he/she remained in full-time service.  
23

24 **16.6** The minimum part-time employment shall be the equivalent of one-half (½) of the  
25 number of days of service required by the unit member's contract of employment during  
26 his/her prior year of service in full-time position.  
27

28 **16.7** The unit member shall receive his/her pro rata share of the fringe benefits or health  
29 benefits, as provided for in the District Administrative Regulations, whichever is greater.  
30

31 **16.8** Full retirement credit shall not be earned until the end of the full school year or semester.  
32 Unit members who terminate before the end of the school year or semester for which they  
33 were contracted will receive retirement credit based on the actual salary paid. No credit  
34 will be allowed beyond the date of termination for any reason, including resignation,  
35 death, or retirement. Unit member and District contributions must be paid monthly to  
36 State Teachers' Retirement System.  
37

38 **16.9** Any agreement for reduced service or reinstatement to full service must be in writing by  
39 the unit member and District prior to the beginning of the school year or semester.  
40

41 **16.10** One class taught in the secondary school is defined as 20% teaching assignment for the  
42 purpose of this Article.  
43

1 **ARTICLE 17: COMPENSATION AND HEALTH AND WELFARE BENEFITS**

2  
3 **17.1 SALARY SCHEDULES**

4  
5 Beginning July 1, 2002, unit members, except as otherwise provided herein, shall be paid  
6 according to Appendix B, "Base Certificated Salary Schedule and Regulations," which is  
7 attached hereto and incorporated herein by reference.

8  
9 Pay warrants will be given to unit members on the first business day of each month.

10  
11 **17.2 SALARY & FRINGE BENEFITS AGREEMENT**

12  
13 **2019-2020**

- 14  
15 1. 2.5 % on schedule salary increase for 2019-2020 school year effective July 1, 2019.  
16  
17 2. 0.5% off schedule salary increase to current unit members as of September 4, 2019  
18 based on their 2019-20 salary schedule. Additionally, this one-time payment shall not  
19 be applied to any stipends.  
20

21 **2020-2021**

- 22  
23 1. 2.0% on schedule salary increase for 2020-2021 school year effective July 1, 2020.  
24  
25 2. 1.0% off schedule salary increase to current unit members based on their salary  
26 schedule as of July 1, 2020.  
27

28 Effective July 1, 2016, the District's maximum annual contribution to unit member health  
29 and welfare benefit premiums shall be \$7,644.00. Unit members selecting policies that  
30 have a cost above the maximum District annual contribution shall pay the amount in  
31 excess of the maximum District contribution through payroll deduction.  
32

33 **17.3** Rates reflected in Appendix C shall be adjusted annually at the same rate as the rate of  
34 change applied to the certificated salary schedule in Appendix B.  
35

36 **17.4 FRINGE BENEFITS**

37  
38 The purpose of fringe benefits as set forth herein is to provide health and welfare benefits  
39 and not a salary augmentation. Unit members may select a medical plan which exceeds  
40 the District's maximum contribution, but shall be responsible for the payment of costs in  
41 excess of the District's maximum contribution. The District's maximum fringe benefits  
42 contribution shall be subject to increase through the negotiation process.  
43

44 **17.4.1** Full-time unit members are to be provided an insurance package including medical,  
45 dental, vision and life insurance plans from the list below. The District's Fringe Benefits  
46 Committee shall meet regularly to review and recommend changes to the medical, dental  
47 vision, and life plans offered by the District. The District shall meet and confer with the  
48 Association prior to any changes in Health and Welfare plans offered. [Note: Plan  
49 summaries may be found on the district website.]  
50

1                    **Medical**            (single – up to full family coverage on one of the following plans)

- 2
- 3                    1.        Kaiser Permanente CSEBA Plans
- 4                                a.        Kaiser HMO 20
- 5                                b.        Kaiser DHMO 20
- 6
- 7                    2.        Blue Shield of California CSEBA Plans
- 8                                a.        Blue Shield of California Access+ HMO 20
- 9                                b.        Blue Shield of California TRIO ACO HMO 20
- 10                                c.        Blue Shield of California ASO PPO
- 11                                d.        Blue Shield of California HSA PPO
- 12

13                   **Dental**            (single – up to full family coverage on ~~one~~ of the following plans)

- 14
- 15                   1.        Delta Dental PPO Plan
- 16

17                   **Vision**

- 18
- 19                   1.        Vision Service Plan (VSP)
- 20
- 21                   2.        Medical Eye Services Plan (MES)
- 22

23                   **Life Insurance**

24

25                                \$50,000 Life Insurance Policy (includes accidental death and

26                                dismemberment coverage.)

27

28 **17.4.2** Unless agreed otherwise, for the duration of this Agreement, the District will continue the

29 insurance benefit specifications at least equal to those in existence at the time of the

30 execution of this Agreement. If the District intends to change the insurance carriers for

31 such benefits, the District shall so notify the Association for purposes of negotiation.

32 Nothing in the Agreement shall preclude meeting and negotiation on such benefit

33 changes as proposed by the District.

34

35 **17.4.3** Unit members who are on Board approved unpaid leave of absence shall be afforded the

36 opportunity to continue their participation in District insurance plans. The unit member

37 shall pay the premium for the continued coverage to the District.

38

39 **17.4.4 QUALIFIED RETIREES AND DISABILITANTS**

40

41                   **Medical**            (single – up to full family coverage on one of the following plans)

- 42
- 43                   1.        Kaiser Permanente CSEBA Plans
- 44                                a.        Kaiser HMO 20
- 45                                b.        Kaiser DHMO 20
- 46

2. Blue Shield of California CSEBA Plans
  - a. Blue Shield of California Access+ HMO 20
  - b. Blue Shield of California TRIO ACO HMO 20
  - c. Blue Shield of California ASO PPO
  - d. Blue Shield of California HSA PPO

17.4.5 The District will provide medical insurance coverage only up to the negotiated benefit cap for retirees and their eligible dependents who were in a full-time employment status in the District for ten (10) years immediately preceding retirement from the District. Such insurance will be the same as that available to regular unit members. A leave of absence from the District of one year or less, or a Board approved leave of absence extended for a second consecutive year, shall not operate to preclude an otherwise qualified retiree/disabiltant from receiving retiree medical coverage to age 65. A unit member who serves as a “unit member on loan” to another agency, such as the San Bernardino County Superintendent of Schools or the California Department of Education, whereby the unit member remains a full-time employee of the District during the time of absence and whereby the District receives reimbursement by the outside agency for the cost of the unit member, shall qualify to receive retiree medical coverage. Said retiree medical coverage for all qualifying unit members and their eligible dependents shall cease with the death of the retiree or age 65 of the unit member, whichever occurs first. The District also agrees to provide medically retired unit members approved by the State Teacher Retirement System (STRS), the same medical insurance coverage as received by regular unit members. Such coverage shall cease upon the death of the retiree or age 65, whichever comes first.

Retirees, after age 65, at their own expense, may elect to purchase an HMO medical insurance plan if provided by the District to regular employed unit members.

17.4.6 **PART-TIME EMPLOYEES**

A part-time employee shall be defined as any unit member employed more than twenty (20) hours per week but less than thirty-five (35) hours per week.

The District’s contribution for fringe benefits for part-time unit members shall be based on the same percentage basis as used to compute the unit member’s salary. The unit member may pay to the District any difference so as to permit full participation in the District’s fringe benefit program as outlined for full-time employment in Section 17.4.1.

17.5 **ADULT EDUCATION TEACHERS – BENEFITS**

Included in Bargaining Unit. Adult Education teachers regularly assigned to teach twenty (20) hours or more per week shall be included in the bargaining unit. All terms and conditions of employment of such employees shall remain exactly as they were prior to their inclusion in the unit except as provided in this Article with respect to entitlement to purchase certain fringe benefits.

1 **17.6 CHILD DEVELOPMENT PROGRAM TEACHERS – BENEFITS**

2  
3  
4  
5  
6  
7  
8

Child Development Program Teachers who work thirty-five (35) hours per week shall be considered full-time for the purpose of calculating benefits. Child Development Program Teachers employed more than twenty (20) hours per week but less than thirty-five (35) hours per week shall be considered part-time for the purpose of calculating benefits, and they shall receive prorated benefits.

1 **ARTICLE 18: CHILD DEVELOPMENT PROGRAMS**

2  
3 **18.1 TYPES OF CHILDCARE PROGRAMS**

4  
5 The District operates three distinctly different childcare and development programs  
6 which are:

- 7  
8 1) Children’s Center Program (Child Development Teachers) which provides  
9 childcare for children ages 3-12 years old from low-income families. Families  
10 must meet eligibility and need criteria, and fees are based on gross monthly  
11 income. It is fully funded by the California Department of Education.  
12 2) Infant/Toddler Center Program (Infant Toddler Center Teachers) which provides  
13 childcare for infants and toddlers of teen parents.  
14 3) Parent funded Before and After School programs (Child Care Teachers) which are  
15 parent-paid childcare programs for children in grades K-6 who are enrolled in  
16 District schools.  
17

18 **18.2 CLASS SIZE AND TEACHER-PUPIL RATIOS**

19  
20 The number of students enrolled may not exceed the guidelines as established by state  
21 and federal regulations for the Infant/Toddler Center Program, Children’s Center  
22 Program, or parent funded Before and After School programs. Teacher-pupil ratio may  
23 not exceed that established by the appropriate program regulations.  
24

25 **18.3 HOURS**

26  
27 Child Development Teachers’, Infant-Toddler Center Teachers’, and Child Care  
28 Teachers’ contract duty hours shall be determined by May 31 for the succeeding year  
29 according to anticipate enrollment. As enrollment changes occur throughout the year,  
30 additional duty hours may be necessary on a temporary basis in order to meet state and  
31 federal teacher-pupil ratio requirements. These additional duty hours shall be paid at a  
32 contract equivalent hourly/daily rate.  
33

34 **18.3.1** Child Development Head Teachers and Child Care Head Teachers work eight (8) hours  
35 per day. Infant Toddler Center Head Teachers shall work at least seven (7) hours per  
36 day. All Child Day Care Program Head Teachers shall take an inclusive one-half (½)  
37 hour lunch. Child Development Teachers, Infant-Toddler Center Teachers, and Child  
38 Care Teachers who work six (6) or more consecutive hours per day shall take two (2)  
39 duty-free breaks of not more than fifteen (15) minutes each.  
40

41 **18.3.2** In addition to the minimum hours of duty stated above, Child Development Teachers,  
42 Infant-Toddler Center Teachers, and Child Care Teachers shall be obligated to perform  
43 other related activities in addition to those of actual classroom teaching.  
44

1 **18.3.3** The work year for Child Development Teachers, Infant-Toddler Center Teachers, and  
2 Child Care Teachers shall consist of the number of days in each individual contract, but  
3 not to exceed the maximum number of student days in one year from July 1 through the  
4 following June 30.  
5

6 **18.3.4** The work year for Child Development Programs shall be one hundred eighty (180) days.  
7

8 **18.4** Unit members working in the District's Day Child Care Programs will share with their  
9 immediate supervisors their desired off-contract days. The District retains the right to  
10 establish all work calendars.  
11

1 **ARTICLE 19: NO STRIKE – NO LOCKOUT**  
2

3 **19.1** During the term of this Agreement, the Association agrees that neither it, its officers,  
4 agents, or members will authorize, encourage, or engage in a strike, work stoppage,  
5 slowdown, boycott, mass absenteeism, or any other interruption of, or interference with,  
6 the operations of the District.  
7

8 **19.2** In the event of a strike, work stoppage, slowdown, boycott, mass absenteeism, or any  
9 other interruption of, or interference with, the operations of the District, the Association  
10 shall immediately notify the employees that such action is unauthorized and promptly  
11 order its members to return to work, and make every reasonable effort to terminate the  
12 unauthorized action.  
13

14 **19.3** Respecting any picket line established for any reason at any facility of the District by the  
15 Association or any other organization or any employee, in concert or alone, during the  
16 term of this Agreement shall constitute a violation of this Article.  
17

18 **19.4** The District agrees that during the term of this Agreement, it will not engage in any  
19 lockout or fail to abide by an arbitrator award, pursuant to Article 11 of this Agreement,  
20 in the event such award becomes final.  
21

22 **19.5** It is understood that any employee violating this Article may be subject to appropriate  
23 discipline up to and including termination.  
24

1 **ARTICLE 20: MISCELLANEOUS**  
2

3 **20.1** Any individual contract between the District and an individual member shall be subject to  
4 and consistent with the terms of this Agreement. In the event of an inconsistency, the  
5 provision of the Agreement shall prevail.  
6

7 **20.2** This Agreement shall supersede any rules, regulations, or practices of the District which  
8 are contrary to, or inconsistent with, its terms.  
9

10 **20.3** The provisions of this Agreement shall not be interpreted nor applied in a manner which  
11 is arbitrary, capricious, or discriminatory.  
12

13 **20.4** A member's notification to the Board stating intention to resign shall remain revocable  
14 until such time as the Board officially takes action on such notification.  
15

16 **20.5 SAVINGS CLAUSE**  
17

18 Should any article, section, or clause of this Agreement be declared illegal by a court or  
19 competent jurisdiction, said article, section, or clause, as the case may be, shall be  
20 automatically deleted from this Agreement to the extent that it violates the law. The  
21 remaining articles, sections, and clauses shall remain in full force and effect for the  
22 duration of this Agreement if not affected by the deleted article, section or clause.  
23

24 **20.5.1** Should a provision or application be deemed invalid, as described in paragraph 20.5  
25 above, the parties shall meet not later than ten (10) days after such court decision to  
26 renegotiate the provision or provisions affected.  
27

1 **ARTICLE 21: COMPLETION OF NEGOTIATIONS**

2  
3  
4  
5  
6  
7  
8  
9

Except for new Contract negotiations, pursuant to Article 2, Negotiation Procedures, or where otherwise specified, or by mutual agreement, during the term of this Agreement, neither party shall be required to meet and negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and/or signed this Agreement.

1 **ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES**

2  
3 22.1 The District and the Association will continue to work collaboratively towards reaching a  
4 common understanding of the Professional Learning Community (PLC) process and to develop a  
5 framework that ultimately benefits the students of the District.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CHINO VALLEY UNIFIED SCHOOL DISTRICT (CVUSD)  
AND THE  
ASSOCIATION OF CHINO TEACHERS (ACT)**

**MAY 16, 2019**

This MOU is intended to establish an initial basis for understanding as the District and ACT continue dialogue as to the implementation of professional learning community (“PLC”). During this time either party can bring up concerns regarding PLC at any time and the parties agree to meet and collaboratively explore solutions.

This MOU shall expire June 30, 2021. No later than March 15, 2021, the Parties shall meet and negotiate with the intent of incorporating PLC language into the collective bargaining agreement (“CBA”).

**ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES**

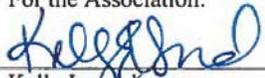
- 22.1 The District and the Association will continue to work collaboratively towards reaching a common understanding of the professional learning community (PLC) process and to develop a framework that ultimately benefits the students of the District.
- 22.2 The goal for PLC is to be a systematic, teacher-driven process in which educators work interdependently to analyze and impact professional practice in order to improve their individual and collective results. The PLC process encourages educators to work collaboratively rather than in isolation and to take collective responsibility for student learning. The collaborative team effectively replaces the isolated classroom as the fundamental structure of the school. Collaborative teams are the engines that drive the organization’s efforts to achieve its mission of high levels of learning for all students.
- 22.3 Scheduled PLC time shall be used to collaboratively answer the following four (4) critical PLC questions:
  - 22.3.1 What do we want students to know?
  - 22.3.2 How will we know when they have learned it?
  - 22.3.3 How will we address the students that do not meet the expected learning targets?
  - 22.3.4 How will we provide enrichment for the students that have met the learning targets?
- 22.4 It is understood that a “regularly scheduled PLC meeting” shall be no longer than 45 minutes in length.
- 22.5 At the elementary level, the PLC time shall not be scheduled the week prior to the closing of each trimester grade reporting window (HR and ACT will provide window dates).

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818280.1

- 22.6 At the elementary level, except as otherwise agreed to by a majority vote of the unit members at the site, a PLC shall begin directly following the instructional day. The instructional day shall end immediately following student dismissal.
- 22.7 PLC time shall be used to collaboratively answer one (1) or more of the four (4) PLC questions and shall not be used for administrative topics nor as teacher preparation time.
- 22.8 The PLC leadership team, defined as site administration and department/grade level chairs, shall work collaboratively to develop a tentative PLC calendar for the school year.
- 22.9 Student data from common formative assessments collected during the PLC process shall not be used for disciplinary purposes or as part of a unit member's evaluation.
- 22.10 The parties agree to mutually establish days to discuss the implementation of this MOU regarding PLC.

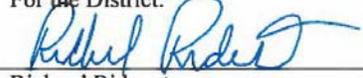
Agreed to May 16, 2019

For the Association:

  
 \_\_\_\_\_  
 Kelly Langed  
 Bargaining Chair, ACT

5/16/19  
 \_\_\_\_\_  
 Date

For the District:

  
 \_\_\_\_\_  
 Richard Rideout  
 Assistant Superintendent  
 Human Resources

5/16/19  
 \_\_\_\_\_  
 Date

1 **FOR THE DISTRICT:**

2

3

4 \_\_\_\_\_  
Richard Rideout

5 Assistant Superintendent

6 Human Resources

7

8

9

10 \_\_\_\_\_

11 Date

12

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Brenda Walker

President

Associated Chino Teachers

\_\_\_\_\_  
Date

1 **APPENDIX A**

2  
3 **Included in Unit:**

4  
5 Classroom Teachers, Curriculum Specialists, Counselors, Psychologist, Librarians, Nurses,  
6 Special Education Teachers, Music Teachers, Speech-Language Pathologists, Department  
7 Chairpersons, Grade Level Chairpersons, Child Development Program Teachers, Reading  
8 Teacher/Literacy Coach, Teachers On Assignment, Behavioral Health Counselors, Behavior  
9 Intervention Counselors, Hourly Adult School/ROP Teachers regularly assigned to teach twenty  
10 (20) or more hours per week, and part-time contract employees serving in any of the above  
11 positions.

12  
13 **Excluded from Unit:**

14  
15 Substitute Teachers, Hourly Adult School Teachers regularly assigned to teach less than twenty  
16 (20) hours per week, confidential classified and classified employees, and all management and  
17 supervisory employees listed hereafter:

18  
19 High School Principals, Junior High School Principals, Elementary Principals,  
20 Continuation/Alternative High School Principals, High School Assistant Principals, Junior High  
21 Assistant Principals, Elementary Assistant Principals, Psychologists, Special Education Program  
22 Specialists, Superintendent, Deputy Superintendent, Assistant Superintendents (Human  
23 Resources, Student Services), Assistant Superintendents (Facilities/Planning and Business  
24 Services), Administrator on Assignment, Director of Communications, Director of Technology,  
25 Director of Assessment, Director of Elementary Curriculum and Instruction, Director of Health  
26 Services/Child Development, Director of Media Services, Director of Program Improvement,  
27 Directors of Secondary Curriculum and Instruction, Director of Special Education, Director of  
28 Student Support Services, Director of Access & Equity, Director of Business Services, Director  
29 of Nutrition Services, Director of Transportation, Director of Human Resources, Director of  
30 Professional Development, Director of Risk Management/Human Resources, Director of  
31 Facilities & Construction, Director of Maintenance & Operations, Director of Planning, Assistant  
32 Director of Nutrition Services, Coordinator of Alternative Education, Coordinator of  
33 Assessment, Coordinator of BTSA, Coordinator of Elementary Curriculum & Instruction,  
34 Coordinator of Secondary Curriculum & Instruction, Coordinator of Child Development,  
35 Coordinator of Technology, Coordinator of Child Welfare and Attendance, Coordinator of Data,  
36 Coordinator of English Learners Program, Coordinator of Facilities & Construction, Coordinator  
37 of IB/AVID, Coordinator of Security, Coordinator of Special Education, Operations Manager of  
38 Nutrition Services, Manager of Accounting, Manager of Printing, Graphics, & Mail Services,  
39 Manager of Maintenance & Grounds, Manager of Maintenance & Operations, Manager of  
40 Purchasing, Director of Transportation, Manager of Vehicle Equipment, Assistant Manager of  
41 Purchasing, Supervisor of Maintenance & Operations, Payroll Supervisor, and Supervisor of  
42 Maintenance.

## APPENDIX B

**CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE**  
**2019/20 Effective July 1, 2019**  
**Includes 2.5% Increase**

STEP	B.A. + 45 Sem. Hrs OR M.A.					B.A. + 60 incl M.A. OR M.A. + 15 Sem Hrs. OR B.A. + 65 Sem. Hrs (see below)
	B.A.	B.A. + 15 Sem. Hrs	B.A. + 30 Sem. Hrs			
	<u>GROUP I</u>	<u>GROUP II</u>	<u>GROUP III</u>	<u>GROUP IV</u>	<u>GROUP V</u>	
1	50,410	50,410	52,452	55,757	59,533	
2	50,410	51,880	54,812	58,361	62,230	
3	51,589	54,141	57,167	60,945	64,914	
4	53,776	56,414	59,533	63,542	67,619	
5	55,943	58,684	61,906	66,147	70,304	
6	58,126	60,945	64,259	68,750	73,005	
7	58,126	63,228	66,613	71,339	75,689	
8	58,126	65,487	68,987	73,962	78,380	
9	58,126	65,487	71,339	76,553	81,082	
10	58,126	65,487	73,711	79,147	83,767	
11	58,126	65,487	73,711	81,751	86,468	
12	58,126	65,487	73,711	84,354	89,159	
13	58,127	65,487	73,711	84,354	91,848	
14	58,126	65,487	73,711	84,354	94,537	
15	59,537	66,900	75,340	86,193	96,740	
16	59,537	66,900	75,340	86,193	96,740	
17	59,537	66,900	75,340	86,193	96,740	
18	60,948	68,309	76,963	88,034	98,943	
19			76,963	88,034	98,943	
20			76,963	88,034	98,943	
21			78,593	89,873	101,147	
22				89,873	101,147	
23				89,873	101,147	
24				91,713	103,350	
25				91,713	103,350	
26				91,713	103,350	
27				93,556	105,552	

**PLACEMENT ON COLUMN V WITHOUT A MASTERS DEGREE**

- a) Must be on Step 9 with a minimum of eight (8) years experience
- b) Must have at least 65 semester units beyond a Bachelor's Degree
- c) Must have completed 15 semester units in accordance with the salary provisions of this schedule, since July 1, 1972

Board Approved: October 3, 2019

**APPENDIX B**

CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE  
 FOR CHILD DEVELOPMENT PROGRAMS  
 2019/2020 Effective July 1, 2019  
 Includes 2.5% Increase

	CHILD CARE PERMIT	CHILD CARE PERMIT PLUS AA DEGREE PLUS 10 UNITS	CHILD CARE PERMIT PLUS BA DEGREE	BA DEGREE PLUS REGULAR TEACHING CREDENTIAL
<u>STEP</u>	<u>GROUP I</u>	<u>GROUP II</u>	<u>GROUP III</u>	<u>GROUP IV</u>
1	20.35	22.33	25.67	29.55
2	21.22	23.33	26.78	31.07
3	22.33	24.41	28.10	32.57
4	23.33	25.46	29.55	34.18
5	23.33	26.66	31.07	35.93
6	23.33	26.66	32.69	37.71
7	23.33	26.66	32.69	37.71
8	23.33	26.66	32.69	37.71
9	23.33	26.66	32.69	37.71
10	23.33	26.66	32.69	37.71
11	23.33	26.66	32.69	37.71
12	23.33	26.66	32.69	37.71
13	23.33	26.66	32.69	37.71
14	23.33	26.66	32.69	37.71
15	23.91	27.36	33.55	38.81
16	23.91	27.36	33.55	38.81
17	23.91	27.36	33.55	38.81
18	24.49	28.07	34.38	39.90
19	24.49	28.07	34.38	39.90
20	24.49	28.07	34.38	39.90
21	25.06	28.75	35.21	41.00
22	25.06	28.75	35.21	41.00
23	25.06	28.75	35.21	41.00
24		29.43	36.06	42.11
25		29.43	36.06	42.11
26		29.43	36.06	42.11
27		30.15	36.90	43.20

PERMIT TEACHERS EMPLOYED UNDER THIS POLICY WILL BE MEMBERS OF THE STATE TEACHERS' RETIREMENT SYSTEM.

THE DESIGNATED HEAD PERMIT TEACHER WILL RECEIVE A STIPEND OF \$1,002

Board Approved: October 3, 2019

## APPENDIX B

CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE - COUNSELORS  
 2019/2020 Effective July 1, 2019  
 Includes 2.5% Increase

STEP	GROUP I	GROUP II	GROUP III	GROUP IV	GROUP V	B.A. + 60 incl M.A.
						OR
	B.A.	B.A. + 15 Sem. Hrs	B.A. + 30 Sem. Hrs	B.A. + 45 Sem. Hrs OR M.A.	M.A. + 15 Sem Hrs. OR	B.A. + 65 Sem. Hrs
1	53,166	53,166	55,317	58,802	62,785	
2	53,166	54,715	57,807	61,548	65,630	
3	54,408	57,098	60,291	64,276	68,463	
4	56,713	59,497	62,785	67,015	71,312	
5	59,001	61,890	65,288	69,762	74,143	
6	61,303	64,276	67,771	72,507	76,995	
7	61,303	66,682	70,255	75,236	79,824	
8	61,303	69,063	72,757	78,003	82,663	
9	61,303	69,063	75,236	80,735	85,513	
10	61,303	69,063	77,739	83,474	88,345	
11	61,303	69,063	77,739	86,218	91,191	
12	61,303	69,063	77,739	88,963	94,032	
13	61,303	69,063	77,739	88,963	96,868	
14	61,303	69,063	77,739	88,963	99,704	
15	62,790	70,555	79,456	90,903	102,026	
16	62,790	70,555	79,456	90,903	102,026	
17	62,790	70,555	79,456	90,903	102,026	
18	64,280	72,041	81,170	92,845	104,349	
19			81,170	92,845	104,349	
20			81,170	92,845	104,349	
21			82,888	94,785	106,673	
22				94,785	106,673	
23				94,785	106,673	
24				96,725	108,997	
25				96,725	108,997	
26				96,725	108,997	
27				98,668	111,320	

PLACEMENT ON COLUMN V WITHOUT A MASTERS DEGREE

- a) Must be on Step 9 with a minimum of eight (8) years experience
- b) Must have at least 65 semester units beyond a Bachelor's Degree
- c) Must have completed 15 semester units in accordance with the salary provisions of this schedule, since July 1, 1972

Board Approved: October 3, 2019  
 Includes 10 Additional Days

# APPENDIX B

CHINO VALLEY UNIFIED SCHOOL DISTRICT  
 Psychologist Salary Schedule  
 2019/2020 Effective July 1, 2019  
 Includes 2.5% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
28	Psychologist	195	90,930	94,039	97,137	100,226	103,329
28B	Behavior Intervention Psychologist	200	98,304	101,663	105,013	108,352	111,706

Longevity Certificated Management	
15 Years of Service	\$1,643
20 Years of Service	\$3,287
25 Years of Service	\$4,932
30 Years of Service	\$6,577

Board Approved: October 3, 2019

**APPENDIX B**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
Speech Language Pathologist Salary Schedule  
2019/2020 Effective 7/1/2019  
Includes 2.5% Increase**

<b>RANGE</b>	<b>POSITION</b>	<b>DAYS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
29	Speech Language Pathologist	183	75,689	89,159	96,740	101,147	105,552

Board Approved: October 3, 2019

1 APPENDIX B (cont.)

2  
3 **SALARY PLACEMENT GUIDELINES**

4  
5 Definition of Groups

6  
7 **Group I**

8  
9 Bachelor's Degree.

10  
11 **Group II**

12  
13 Bachelor's plus 15 semester hours.

14  
15 **Group III**

16  
17 Bachelor's plus 30 semester hours.

18  
19 **Group IV**

- 20  
21 1. Bachelor's Degree plus 45 semester hours or  
22 2. Master's Degree.

23  
24 **Group V**

- 25  
26 1. Bachelor's Degree plus 60 semester hours including Master's or  
27 2. Master's Degree plus 15 semester hours or  
28 3. Bachelor's Degree plus 65 semester hours.

1 APPENDIX B (cont.)  
2  
3

4 **General Provisions of the Certificated Salary Schedule**  
5

- 6 1. Schedule is for the equivalent to 183 workdays. (185 workdays for new members)  
7  
8 2. Advancement may be made from Group IV to Group V without a Master's Degree, in  
9 accordance with the following criteria:  
10  
11 (a) Must be on step 9 with a minimum of eight (8) years experience.  
12  
13 (b) Must have at least 65 semester units beyond a Baccalaureate Degree.  
14  
15 Must have completed 15 semester units, in accordance with the salary provisions  
16 of this schedule since July 1, 1972.  
17  
18 3. Unit members working on extended contracts (those days beyond 183; 185 for new unit  
19 members, will be paid their daily rate for those days exceeding 183 days or 185 for new  
20 unit members.  
21  
22 4. A unit used for placement in Groups II through V shall be based on credit earned after the  
23 awarding of the Baccalaureate Degree with grade of Pass or C or above within the  
24 following classifications: (a) graduate credit; (b) upper division credit; (c) professional  
25 courses (offered for educators, but in some instances not identified by graduate level  
26 course numbers); (d) equivalent study connected with in-service courses or research  
27 programs performed for the District and with prior approval by the Associate  
28 Superintendent, Human Resources; (e) lower division credit, if approved by the  
29 immediate supervisor and Associate Superintendent, Human Resources; (f) as many as  
30 six lower division units, if taken to meet the requirements of the Education Code relating  
31 school staff preparation in the History, Culture, and Current Problems of Racial and  
32 Ethnic Minorities; (g) subject required for renewal of credentials or educational licenses;  
33 (h) classes offered by the District/County/CTA for the purpose of certification in  
34 specialized areas (15 hours = 1 semester unit of credit; and (i) Continuing Education  
35 Units (CEU's) for school nurses which are converted on the basis of ten (10) CEU's = 1  
36 semester unit of credit.  
37  
38 5. All semester units which are to be used for salary credit purposes must be semester hours  
39 earned after the awarding of the Baccalaureate Degree. Quarter units shall be given a  
40 two-thirds (2/3rds) semester unit value.  
41  
42 6. The following formula will be used for current as well as new employees having eleven  
43 (11) or more years of teaching experience in either public or private education. The base  
44 year will be "11", which will be subtracted from the total number of creditable service  
45 years. The remainder will be divided by 2. The quotient is added to the "base year."  
46

1 **APPENDIX B (cont.)**

2  
3 **General Provisions of the Certificated Salary Schedule (cont.)**

4  
5 The sum will be the number of years granted for placement and/or movement on the salary  
6 schedule. This formula in no way would cause a current employee to be placed at a step that is  
7 less than their current placement.

8  
9 (A) New unit members having served in a position requiring a valid state teaching  
10 credential shall receive one step credit for each year prior experience in public or  
11 private schools, or public or private colleges/universities accredited by a  
12 recognized accreditation association of schools and colleges or parochial schools  
13 which are governed by a diocese or the equivalent. In order to receive such  
14 credit, a unit member must have taught a minimum of 75% of the days school is  
15 in session in the regular school term to count as one year of experience (75% =  
16 135 days).

17  
18 (1) For the purposes of this Article, a public school is defined as a school  
19 operated by the state or its designee which requires valid teaching credentials of  
20 those employees teaching therein.

21  
22 (2) Experience which shall not be considered for initial placement includes  
23 private schools not accredited by a recognized accreditation association of schools  
24 and colleges, any private elementary or preschool (preschools operated by the  
25 District excepted), private or parochial schools which are totally self governed, or  
26 state universities or colleges not requiring a valid state teaching credential of their  
27 teaching employees, or private or public adult school or substitute teaching of any  
28 type (District substitute experience excepted).

29  
30 (3) Unit members presently serving the District in a K-12 position who have  
31 served the District in either of its preschool programs shall receive year-for-year  
32 experience for those years during which time the unit member held a valid state  
33 teaching credential authorizing service in grades K-12.

34  
35 (B) Unit members shall receive one step credit for each year of active service in the  
36 military forces of the United States, limited to a maximum of two (2) years. A  
37 year's credit will be granted when 75% of a year has been spent in active military  
38 duty.

39  
40 (C) One (1) step credit may be granted for each year of trade, industrial, or business  
41 experience of journeyman level directly related to the teaching assignment within  
42 the occupational program, limited to a maximum of ten (10) years. Credit for step  
43 placement shall be granted for 75% of the last calendar year worked at the  
44 journeyman level. Nurses hired on or after July 1, 1989, shall receive the benefits  
45 of this clause.

1 **APPENDIX B (cont.)**

2  
3 **General Provisions of the Certificated Salary Schedule (cont.)**

4  
5 7. Salary step credit may be granted to unit members who take a personal leave of absence  
6 for the purposes of serving as a teacher in a foreign school. Such credit shall be limited  
7 to one (1) year. The unit member must have served in the foreign school a minimum of  
8 75% of the total number of days District schools were in session in the regular school  
9 term to count as one (1) year of experience.

10  
11 8. Submission of official transcripts for group changes shall be governed pursuant to the  
12 following schedule:

13  
14 A) For transcripts submitted between June 1 and August 31, the unit member's salary  
15 schedule group change shall be effective on September 1 and reflective on their  
16 October 1 pay warrant;

17  
18 B) For transcripts submitted between September 1 and November 30, the unit  
19 member's salary schedule group change shall be effective on December 1 and  
20 reflective on their January 1 pay warrant;

21  
22 C) For transcripts submitted between December 1 and February 28/29, the unit  
23 member's salary schedule group change shall be effective on March 1 and  
24 reflective on their April 1 pay warrant;

25  
26 D) For transcripts submitted between March 1 and May 31, the unit member's salary  
27 schedule group change shall be effective on June 1 and reflective on their July 1  
28 pay warrant.

29  
30 Temporary verification will be allowed in lieu of the official transcript for a period of not  
31 more than ninety (90) days. This temporary verification must be from an official  
32 representative of the institution, not the instructor of the course, and it must include the  
33 official seal from the college or university in order to be valid. In the event that within  
34 the period of ninety (90) days, commencing from the date that the request for the salary  
35 progression is made, the unit member fails to provide the official documentation as  
36 required, the unit member's salary shall be reduced to the former group and his/her salary  
37 shall be adjusted accordingly. The group change shall not be retroactive.

38  
39 9. Unit members hired after the instructional year begins may combine days of service  
40 credit from their previous district with days of service credit in the District to fulfill the  
41 75% requirement provided the days of service credit in the previous district were earned  
42 during the same school year when service began in the District.

43  
44 10. Only substitute service performed under valid California teaching credentials in the  
45 District after July 1, 1981, will be recognized for service credit. Years of service credit  
46 for substitute teaching will be granted only for those school years in which the employee  
47 taught at least 135 days. Substitute service shall not count toward tenure or longevity  
48 pay.

1 **APPENDIX B (cont.)**

2

3 **General Provisions of the Certificated Salary Schedule (cont.)**

4

5 11. A Doctor of Law Degree shall be considered the same as a Master's Degree for purpose  
6 of placement on the Certificated Salary Schedule.

7

1 **APPENDIX B (cont.)**

2  
3 **RECLASSIFICATION PROVISIONS OF THE CERTIFICATED SALARY SCHEDULE**

- 4
- 5 1. College units taken for movement on the salary schedule shall be subject to the following  
6 conditions: All creditable college units for placement in groups must be upper division or  
7 graduate units in the teacher's major or minor field (subjects currently taught in  
8 California public schools) or fulfilling credential requirements with grade of C or above  
9 (or pass), except as provided in paragraphs 4 and 5. If the college course work taken is  
10 not in the teacher's major or minor, then it must be meaningfully related to the present  
11 teaching assignment or needed to obtain an additional teaching assignment or major or  
12 minor. The Associate Superintendent, Human Resources shall review all applications for  
13 movement on the salary schedule.
- 14
- 15 2. Unit members working on extended contracts (in excess of 183 days or equivalent) may  
16 accumulate excess days of service. Any days so accumulated may be carried forward not  
17 more than four (4) years and combined with the days from one other future year in which  
18 the unit member could not otherwise meet the 75% requirement to earn a year's service  
19 credit. Notwithstanding this provision, no unit member shall be able to combine excess  
20 days to create more than one step credit per each school year. Substitute service shall not  
21 apply for this purpose.
- 22

1 **APPENDIX B (cont.)**

2  
3 **MISCELLANEOUS**

4  
5 **1. ANNIVERSARY INCREMENTS**

6  
7 Certificated personnel will receive anniversary increments in addition to their regular  
8 salary in accordance with the following schedule and formula:

9  
10 (A) At the beginning of the fifteenth (15<sup>th</sup>) year of creditable service, .028 x step 1 of  
11 the column where the unit member is placed on the schedule.

12  
13 (B) At the beginning of the eighteenth (18<sup>th</sup>) year of creditable service, .028 x step 1  
14 of the column where the unit member is placed on the schedule.

15  
16 (C) At the beginning of the twenty-first (21<sup>st</sup>) year of creditable service, .028 x step 1  
17 of the column where the unit member is placed on the schedule.

18  
19 (D) At the beginning of the twenty-fourth (24<sup>th</sup>) year of creditable service, .028 x step  
20 1 of the column where the unit member is placed on the schedule.

21  
22 (E) At the beginning of the twenty-seventh (27<sup>th</sup>) year of creditable service, .028 x  
23 step 1 of the column where the unit member is placed on the schedule.

24  
25 **2.** Additional compensation for counselors shall be a factor of 6% of the individual  
26 counselor's regular annual salary.

27  
28 **3.** Special Rates: Hourly rates shall be determined by dividing the annual salary for Group  
29 III, Step 1 of the Certificated Salary Schedule by 183 then by 6. Class instruction hourly  
30 rate shall be at the hourly rate. Hourly rate for driver training, simulator training, and  
31 home teaching shall be .95% of the regular hourly rate.

32  
33 **4.** Amounts owed to unit members as retroactive salary payments shall be paid between 45  
34 and 60 days following ratification of the Agreement for providing for such payment.

35  
36 **5.** When opening a new school, unit members may have three (3) days of substitute pay  
37 (\$125.00 per day) for additional services to be rendered as assigned by the principal. As  
38 an alternative, teachers may have three (3) days of release time to facilitate the move to  
39 the new school.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
Pre-Evaluation Conference Form  
Counselor Evaluation**

Counselor:	School Year: <i>Click or tap here to enter text.</i>
Site:	Evaluator:
Subject/Grade:	Date of Observation:
<input type="checkbox"/> Intern <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent	
<b><u>Standards to Be Evaluated:</u></b>  Standard 1: Engage, Advocate For and Support All Students in Learning Standard 2: Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal, and Social Development of All Students Standard 3: Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement Standard 4: Collaborate and Coordinate With School and Community Resources Standard 5: Promote and Maintain a Safe Learning Environment for All Students Standard 6: Develop as a Professional School Counselor	
<b><u>Summary of Pre-Evaluation Conference (Focus shall include individual, professional goals and include the employee's contribution to team/program goals where applicable):</u></b>  <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	

Evaluator's Signature \_\_\_\_\_

Date \_\_\_\_\_

Counselor's Signature \_\_\_\_\_

Date \_\_\_\_\_

**Chino Valley Unified School District  
Counselor Observation Form with Rubric**

Counselor: _____	School Year: <a href="#">Click here to enter text.</a>
Site: _____	Evaluator: _____
Date of <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> Observation: _____ <small>(Circle One) (A minimum of one observation is required.)</small>	Post Observation Conference Date: _____ Observation Form Provided On: _____
<input type="checkbox"/> Intern <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent	
Overall Observation Rating _____	Assistance Plan <input type="checkbox"/> Yes <i>(Assistance Plan Attached)</i> <input type="checkbox"/> No Date of Plan: _____

Formal observation(s) must be equivalent to 30 minutes in length and/or equal to one guidance lesson/presentation. A minimum of one (1) and a maximum of three (3) formal observations will be held. Descriptors (criteria) are available and shall be used as a reference to establish ratings for each area. The rubric provided below shall be used when determining observation ratings for the counseling standards.

**Rubric: Overall Evaluation Rating**

- 1) For any 3 elements within a standard rated “*Element Expectations Not Met*,” the counselor will receive an overall rating for that Standard of “*Element Expectation(s) Not Met*.” [U]
- 2) For any 2 elements within a standard rated “*Element Expectations Not Met*,” the counselor will receive an overall rating for that Standard of “*Meets Element Expectations with Growth Recommended*.” [G]
- 3) For any 3 elements within a standard rated “*Meets Element Expectations with Growth Recommended*,” the counselor will receive an overall rating for that Standard of “*Meets Element Expectations with Growth Recommended*.” [G]
- 4) Within a Standard, for any 1 element rated “*Element Expectations Not Met*” and any 2 elements rated “*Meets Element Expectations with Growth Recommended*,” the counselor will receive an overall rating for that Standard of “*Meets Element Expectations with Growth Recommended*.” [G]
- 5) For any combination, other than those stated above, the counselor will receive an overall rating for that Standard of “*Meets Element Expectations*” [M] or “*Exceeds Element Expectations*.” [E] Comments are required for any rating(s) of “*Exceeds Element Expectations*.”
- 6) Specific observed objective evidence shall be cited for any Standard rating of “*Meets Element Expectations with Growth Recommended*,” or “*Element Expectation(s) Not Met*.”
- 7) Any rating of “*Not Observed*” or “*Not Applicable*” shall not affect the observation rating in any way.
- 8) A counselor who receives an overall observation rating of “*Element Expectation(s) Not Met*” [U] shall complete an Assistance Plan, pursuant to Article 8 of the Agreement.

rev. 07/07/2016

1  
2  
3

**Chino Valley Unified School District  
Counselor Evaluation Form with Rubric**

Counselor:		School Year:	
Site:		Evaluator:	
Date of Preliminary Evaluation Conference:	Date(s) of Observation(s):  (at least 1)	Date of Final Evaluation Conference:	
<input type="checkbox"/> Intern	<input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary 1	<input type="checkbox"/> Probationary 2
		<input type="checkbox"/> Permanent	
Overall Evaluation Rating _____	Assistance Plan <input type="checkbox"/> Yes ( <i>Assistance Plan Attached</i> ) <input type="checkbox"/> No Date of Plan: _____		
To qualify for the five (5) year evaluation cycle a counselor must:			
<ul style="list-style-type: none"> <li>• Have worked in the Chino Valley Unified School District more than 10 years.</li> <li>• Have received an Overall Evaluation Rating of <i>Meets</i> or <i>Exceeds Expectations</i> on the previous and current evaluation cycles.</li> </ul>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Recommend five (5) year evaluation cycle:			<input type="checkbox"/> Yes <input type="checkbox"/> No

The formal observation(s) shall be utilized to determine the final overall evaluation ranking. Descriptors are available and shall be used to establish ratings for each area. The rubric provided below shall be used when determining the ranking for the final overall evaluation.

**Rubric: Overall Evaluation Rating**

- 1) Any 2 standards rated “*Standard Not Met*,” shall receive an overall evaluation ranking of “*Standards Not Met*.” [U] A unit member, who receives an overall evaluation ranking of “*Standards Not Met*,” shall be placed on and adhere to an Assistance Plan.
- 2) Any combination of 1 standard rated “*Standard Not Met*” and 3 standards rated “*Growth Recommended*,” or 4 or more standards rated “*Growth Recommended*,” shall receive an overall evaluation ranking of “*Standards Not Met*.” [U] A unit member, who receives an overall evaluation ranking of “*Standards Not Met*,” shall be placed on and adhere to an Assistance Plan.
- 3) Any 1 standard rated “*Standard Not Met*” shall receive an overall evaluation ranking of “*Growth Recommended*.” [G] An Assistance Plan shall be developed and implemented for the standard not met.
- 4) Any 3 standards rated “*Growth Recommended*” shall receive an overall evaluation ranking of “*Growth Recommended*.” [G] An Assistance Plan may be developed and implemented with the agreement of the unit member and the evaluator.
- 5) Any combination, other than those stated above, the unit member will receive an overall evaluation ranking of “*Meets Standards*” [M] or “*Exceeds Expectations*.” [E] Comments are required for any ranking of “*Exceeds Expectations*.”
- 6) Specific observed objective evidence shall be cited for any Standard rating of “*Meets Element Expectations with Growth Recommended*,” or “*Element Expectation(s) Not Met*.”

**KEY:** E: Exceeds Standard (s), M: Meets Standard (s), G: Growth Recommended, U: Standard (s) Not Met

rev. 07/07/2016

1  
2  
3  
4 **APPENDIX C**  
5 **EXTRA DUTY RATES**

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1. **ELEMENTARY GRADE LEVEL AND SECONDARY DEPARTMENT CHAIRPERSONS**

Grade Level and Department Chairpersons, shall be elected by the teachers that they represent no later than the end of the current school year. This shall be accomplished on an annual basis and unit members will be entitled to cast votes in department elections in accordance with the actual classes that they are assigned to teach in each respective department. Annual department elections shall be facilitated by the administration and Association representatives at each site, and the results shall be subject to Board approval. Each site shall develop a nominating process that will allow for the private expression of preference for grade level and department chairs. Those unit members nominated shall be elected by majority vote (on a plurality basis) through the use of secret ballots which are to be counted by the site administrators and the Association representatives.

In instances where the unit member elected to serve as chairperson is determined to be ineffective by the administration, the Principal may request that the department provides a replacement representative to serve as chair for the duration of the school year.

It is agreed and understood that grade level and department chairs are members of the bargaining unit, and, therefore, their duties and responsibilities shall not include having “authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action if, in connection with the foregoing functions, the exercises of that authority is not of merely routine or clerical nature, but requires the use of independent judgment” [see Government Code section 3540.1 (M)]. Grade level and department chair meetings shall be open to others, with a recommendation that agendas and minutes be kept for all meetings to improve communication. Finally, grade level and department chairs may not be involved in the evaluation of other unit members.

2. **CURRICULUM WRITING**

Unit members shall be provided release time for curriculum writing or be paid the hourly instructional rate per #5 below. (See page 82)

3. **GENERAL PROVISIONS OF EXTRA-DUTY COACHING PAY**

A. Bargaining unit members shall have first consideration for extra duty athletics/activities positions approved, according to appendix c. If no bargaining unit member applies for an extra duty stipend position, then the position will be flown and filled by either a walk-on athletics/activities person. When an athletics/activities position is held or filled by a non-bargaining unit person the position shall become vacant at the end of the season or activity (whichever comes first) then the position will be flown district-wide.

1           **APPENDIX C (cont.)**  
2

3           B. No extra duty stipend in a designated area (athletics/activities) may be given to non-  
4           unit members until all unit members providing a service for which a stipend has been  
5           approved, according to Appendix C, have been compensated. The District shall  
6           notify the Association before offering an extra duty stipend assignment to a non-unit  
7           member, and on request shall provide a list of names of anyone receiving an extra  
8           duty stipend.  
9

10          C. Ten percent (10%) of the season’s stipend will be paid to the Varsity Head Coach and  
11          any Varsity Assistant Coach (in those cases where an assistant coach or coaches are  
12          approved, pursuant to Appendix C) Band Director, Assistant Band Director, and  
13          Drill-team advisor for each week the coaches’ team remains in CIF play-offs. For the  
14          purpose of this paragraph, the factor will be applied to the stipend, as reflected in  
15          Appendix C.  
16

17          D. Extra duty pay for unit members involved in athletics shall be increased to give  
18          experience credit, as follows:  
19

20                 For each year of coaching in the same sport, the coaching stipend will increase by the  
21                 percentage of 1.046 added to the basic stipend. The increase will be applied to the  
22                 stipend, as defined in Appendix C, and will continue for three (3) years (three steps---  
23                 step 1, step 2, and step 3). Step 1 shall be the amount of the annual stipend reflected  
24                 in Appendix C.  
25

26                 Unit members may switch assignments between men and women’s teams of the same  
27                 level of sport without penalty.  
28

29                 A unit member leaving a coaching position for the purpose of a “leave of absence” as  
30                 defined in Article 13, shall not lose credit for prior service in that sport so long as the  
31                 unit member returns to coaching the same sport immediately following the leave of  
32                 absence.  
33

34          E. Credit will be given for coaching experience in the District only. Coaching service in  
35          the same sport is transferable within the District.  
36

37   **4.    AFTER WORKING HOURS SUPERVISION**  
38

39                 Unit members are required to attend “Back-to-School” night and “Open House” as part of  
40                 their contractual obligation to the District. Those unit members who provide service to  
41                 the District for purposes of after-school supervision shall be reimbursed at the rate listed  
42                 in #5 below. Such reimbursement shall be made only for time spent beyond the unit  
43                 member’s regular student contact day. No unit member shall be reimbursed under this  
44                 provision for any duty for which he/she is already receiving a stipend.  
45

46   **5.    RATES OF COMPENSATION**  
47

48                 The following rates, other than substitute pay for unit members, are subject to any future  
49                 adjustment which applies to Appendix “B.”  
50

1 **APPENDIX C (cont.)**

2  
3 **A. CHAIRPERSONS**

4  
5 There will be one grade level chairperson for each of the following grade level/clusters TK-1,  
6 2-3, 4-6. If a school has more than ten (10) classes at a grade level/cluster, additional chair  
7 positions will be added for that grade level/cluster to a maximum number of two (2).  
8

9 The following examples are provided to assist in the application of this article and are  
10 intended to provide clarification as to practices in connection with payment of stipends and  
11 permissible configurations.  
12

- 13 1. If a teacher has a combination class, said teacher may choose which grade/level cluster  
14 they wish to align with, i.e., - a K-1 teacher with 15 kindergarteners and 4 first graders  
15 would probably wish to align with the kindergarten cluster due to the preponderance of  
16 students at that level. However, they would be permitted to align themselves with the  
17 first grade grouping if they so desire, the choice of alignment rests solely with the  
18 teacher.  
19
- 20 2. Teachers would be permitted to voluntarily split the duties and responsibilities as well as  
21 the corresponding stipend for service as a grade level chair.  
22
- 23 3. Stipends will be paid in accordance to the number of unit members serviced by each  
24 grade level chair, i.e., if a site had 17 classes of K-1 and 10 were aligned with the  
25 kindergarten cluster and 7 were aligned with the first grade cluster, the stipend would be  
26 as follows; the kindergarten chair would receive the stipend of \$3,150.63 for 10 or more  
27 unit members and the first grade chair would receive the stipend of \$2,520.50 for 7 to 9  
28 unit members.  
29
- 30 4. Should additional questions on permissible practices and configurations relating to  
31 compensation require clarification, the association and the District shall meet and  
32 examine the issue in question and arrive at a mutually acceptable resolution specific to  
33 that issue and/or question.  
34

1 **APPENDIX C (cont.)**

2  
3 Additional stipends for elementary grade level and secondary department chairpersons  
4 shall be paid as follows:

5  
6 Coordinating 1 or 2 unit members - \$ 1,260.25 (.025 x Grp. I, Step I)

7  
8 Coordinating 3 or 6 unit members - \$ 1,890.38 (.0375 x Grp. I, Step I)

9  
10 Coordinating 7 or 9 unit members - \$ 2,520.50 (.05 x Grp. I, Step I)

11  
12 Coordinating 10 or more unit members - \$ 3,150.63 (.0625 x Grp. I, Step I)

13  
14 **B. HOURLY INSTRUCTION**

15 The hourly instruction rate shall be \$47.78 (Annual Salary for Group III, Step 1 of the  
16 Certificated Salary Schedule divided by 183 and then by 6)

17  
18 **C. COACHING/ADVISORS**

19 The coaching stipends are set forth herein Appendix "C."

20  
21 **D. STUDENT SUPERVISION**

22 The hourly student supervision rate shall be \$35.83 (75% of the hourly rate).

23  
24 **E. DRIVER'S EDUCATION**

25 The hourly rate for behind-the-wheel driver's education instruction is \$45.39 (95% of the  
26 hourly rate).

27  
28 **F. SUBSTITUTE RATE**

29 The daily rate for unit members substituting while off-contract, and during summer  
30 months shall be \$150.00.

31

1 **APPENDIX C (cont.)**

2  
3 **ANNUAL STIPENDS FOR EXTRA DUTY**  
4 **COACHING AND STUDENT ACTIVITY POSITIONS**  
5 **EFFECTIVE JULY 1, 2019 – 2.50%**  
6

7 All positions are single person positions, with the following exceptions: High School Assistant  
8 Varsity Football - 3 positions; High School Assistant Men/Women Track - 2 positions. In  
9 respect of High School Athletic or High School Activities Directors in Level I, service for less  
10 than one year shall entitle the member to a pro rata share of the stipend.  
11

LEVEL I \$4,449

H.S. Varsity Football  
H.S. Athletic Director  
H.S. Activity Director

LEVEL IX \$3,316

H.S. Choral Director  
Agriculture Advisor  
H.S. Drama Director

LEVEL II \$4,342

H.S. Band Director

LEVEL X \$3,109

H.S. Soph/JV Football  
H.S. Frosh Football  
H.S. Frosh Baseball  
H.S. Frosh/Soph. Wrestling  
H.S. Asst. Womens Swim  
H.S. Asst. Var. Wrestling  
H.S. Frosh/Soph. Basketball  
H.S. Asst. Womens Softball  
H.S. JV Womens Softball  
H.S. Asst. Women/Men Track  
H.S. Frosh/Soph. Boys Soccer  
H.S. JV Wrestling  
Boys Republic Baseball  
Boys Republic Basketball  
Jr. High Activities Director/Leadership

LEVEL III \$4,142

H.S. Women/Men Var. Basketball

LEVEL IV \$3,873

H.S. Head Var. Baseball/Softball  
H.S. Head Var. Track (Women/Men)  
H.S. Asst. Varsity Football

LEVEL V \$3,718

H.S. A-V Coordinator

LEVEL VI \$3,697

H.S. Head Var. Soccer  
H.S. Head Var. Wrestling  
H.S. Head Water Polo  
H.S. Head Women/Men Swim

LEVEL XI \$2,909

Jr. High Band Director  
H.S. FHA-HERO  
VICA  
FBLA/DECCA  
H.S. Career Technical Education (CTE)

LEVEL VII \$3,635

H.S. Drill Team Advisor/H.S. Dance Advisor

LEVEL VIII \$3,394

H.S. Head Women/Men Tennis  
Head Cross Country  
H.S. Head Var. Volleyball  
H.S. Asst. Women/Men Basketball  
H.S. Head JV Basketball  
H.S. Badminton  
H.S. Cheer Coach

**APPENDIX C (cont.)**

LEVEL XII \$2,812

H.S. Womens Asst. Volleyball  
H.S. Womens JV Volleyball  
H.S. Asst. Frosh Football  
H.S. JV Soccer  
H.S. Asst. Var. Baseball  
H.S. Asst. Water Polo  
H.S. Golf  
H.S. JV Boys Tennis  
H.S. JV Baseball  
H.S. Asst. JV Football  
Boys Republic Track  
Boys Republic Cross Country  
H.S. Asst. Badminton

LEVEL XIII \$2,627

H.S. Yearbook Advisor  
H.S. Publications Advisor  
H.S. Pep Squad Advisor  
H.S. AVID Advisor

LEVEL XIV \$2,422

H.S. Photo Advisor  
Jr. High AVID Advisor

LEVEL XV \$2,167

Jr. High Drill Team/Jr. High Dance Advisor  
Jr. High Color Guard Advisor  
Jr. High Renaissance

LEVEL XVI \$1,961

Jr. High Football  
Jr. High Soccer

LEVEL XVII \$1,861

H.S. Asst. Band Director  
Jr. High Basketball  
Jr. High Track  
Jr. High Volleyball  
Jr. High Co-ed Softball  
H.S. Choreographer Dir.  
H.S. Asst. Pep Squad  
Other J.H.S. coaches  
Two high school extra duty stipends for coaches of academic competition teams.

LEVEL XVIII \$1,516

H.S. Senior Class Advisor  
Jr. High STEM/STEAM Advisor  
Jr. High Yearbook Advisor  
H.S. Jr. Class Advisor  
Jr. High Activity Stipend: \_\_\_\_\_  
H.S. Activity Stipend: \_\_\_\_\_  
After School Activity Stipend: \_\_\_\_\_

LEVEL XIX \$1,313

H.S. Soph. Class Advisor  
Jr. High Visual Performing Arts Advisor  
Jr. High Pep Squad Advisor  
Jr. High Vocal Music  
H.S. Frosh Class Advisor

LEVEL XX \$460

7th grade Decathlon  
8th grade Decathlon  
Jr. High Science Fair Advisor

\*\* Additional funding will be provided for high school FHA-HERO VICA, FBLA/DECCA, and CTE when such positions are to be filled by individual sites.

Note: At the high school level the District shall provide 57 coaching stipends, 21 student activities stipends and 14 department chair stipends. At the junior high schools each site get 4 coaching stipends, 6 student activities stipends and 7 department chair stipends. At the elementary schools each site will receive two extra duty stipends.

THE DISTRICT SHALL INCREASE THE NUMBER OF COACHING STIPEND POSITIONS AT THE HIGH SCHOOLS BY 10. THE INCREASE IN THE NUMBER OF STIPENDS WILL BE PHASED IN OVER THE DURATION OF THE AGREEMENT. THE STIPEND POSITIONS SHALL BE AT LEVEL XII. FOR THE 2002-2003 SCHOOL YEAR THE NUMBER OF STIPENDS WILL BE INCREASED BY THREE (3). FOR THE 2003-2004 SCHOOL YEAR THE NUMBER OF STIPENDS WILL BE INCREASED BY THREE (3). FOR THE 2004-2005 SCHOOL YEAR THE NUMBER OF STIPENDS WILL BE INCREASED BY FOUR (4).

**ASSOCIATED CHINO TEACHERS**  
**Summer School Teacher Selection Procedures for 1998**

1. In accordance with state regulations, summer school may be offered by the District, subject to funding limitations and pupil enrollment.
2. Summer school teaching positions shall be filled through a rotating seniority system, with the most senior of the teacher requesting consideration being placed at the top of the list. Seniority shall be determined on the basis of first day of paid service in the District. Permanent status in the District shall not be required.
3. Summer school assignments shall be based on available positions and the teacher's assignment preferences in accordance with their seniority. At the elementary level, final grade level assignments will be made by the summer school principal when necessary.
4. After service in the summer school program is complete, the senior teacher shall be placed at the bottom of the seniority list for next year and would not be selected again until all interested junior unit members have been given the opportunity for an assignment. Selected teachers who decline a summer school assignment shall not be placed at the bottom of the seniority list, however, if a summer school assignment is declined for two consecutive years the selected teacher will have to reapply for a position.
5. In order to be eligible, teachers shall possess the proper authorizing credential and have an overall effective performance rating in their most recent performance evaluation.
6. Interested teachers would be required to complete an application form for summer school, which would include prioritized, preferred teaching areas, courses, grade levels, and so forth.
7. In those instances whereby the summer school principal determines that special qualification may be necessary or preferred for a particular assignment, that determination shall be publicized after consultation with the Association and included in the summer school vacancy announcement to be published by the District.
8. If offered at Buena Vista, preferential consideration shall be given to the present faculty at Buena Vista High School and Independent Study for their extended summer program. This is due to the need for familiarity with the educational program and attendance records required in the Continuation and Independent Study Programs
9. In the event that a summer school class or course is cancelled within the first week after commencement of instruction due to insufficient pupil enrollment, the affected teacher shall be afforded the opportunity to assume any vacant position for which he/she may be qualified or priority substitute status. In the event there are no vacancies available, the affected teacher will not lose his/her place on the seniority rotation list.