

COLLECTIVE BARGAINING AGREEMENT

between the

**EAST SIDE TEACHERS ASSOCIATION/CTA/NEA
888 South Capitol Avenue
San Jose, CA 95127**

and the

**EAST SIDE UNION HIGH SCHOOL DISTRICT
830 North Capitol Avenue
San Jose, CA 95133**

August 31, 2015 – July 31, 2018

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>ARTICLE TITLE</u>	<u>PAGE</u>
1		
2		
3		
4	1 Agreement	5
5	2 Recognition	6
6	3 Association Rights	8
7	4 District Rights	10
8	5 Organizational Security and Employee Rights	11
9	6 Leave Provisions	15
10	• Association Leave	16
11	• Bereavement Leave	17
12	• Industrial Accident Leave	17
13	• Family and Medical Leave Act /	19
14	California Family Rights Act	
15	• Child Bearing Preparation/Rearing	21
16	• Personal Necessity Leave	22
17	• Legislative Leave	23
18	• Judicial Leave	23
19	• Military Leave	24
20	• Sick Leave	26
21	• Sabbatical Leave	28
22	7 Transfers	30
23	• Voluntary Transfers	30
24	• Involuntary Transfers	32
25	• Priority Transfers	34
26	• Open Positions	35
27	• Split Assignments	36
28	8 Assignment/Reassignment	37
29	9 Layoffs	38
30	10 Summer School	40
31	11 Evaluation Procedure	42
32	12 Personnel Files	56
33	13 Grievance Procedure	58
34	• Level 1	59
35	• Level 2	59
36	• Level 3	60
37	14 Hours	63
38		

	<u>ARTICLE #</u>	<u>ARTICLE TITLE</u>	<u>PAGE</u>
1			
2	15	Class Size	69
3	16	Permit Teachers	76
4	17	Safety Conditions of Employment	77
5	18	Teaching Conditions	80
6	19	Part-Time Employment/Full-Time	
7		Retirement Benefits	83
8	20	Savings Provisions	86
9	21	No Strike/No Lockout	87
10	22	Support of Agreement	88
11	23	Effect of Agreement	89
12	24	Completion of Negotiations	90
13	25	Term	91
14	26	Compensation and Benefits	92
15	27	Discipline	96
16	28	Public Complaint	97
17	29	Special Education	100
18	30	Alternative Education	103
19	31	School-Wide Change	108
20	32	Professional Development	110
21	33	Children’s Center Instructors	111
22	34	Signature Page	113
23			
24	Appendix A	Schedule of Qualifications	114
25		Salary Growth for Additional Units	115
26		Outside Credit	115
27		Placement of Nurses	116
28		Certificated Salary Schedule	118
29			
30	Appendix B	Hourly Pay	120
31			
32	Appendix C	<u>Part I</u>	
33		Added Instructional Responsibility	121
34			

1	<u>ARTICLE #</u>	<u>ARTICLE TITLE</u>	<u>PAGE</u>
2		<u>Part II</u>	
3		Coaching/Athletic Categories	123
4		Coaches Salary Schedule	124
5		Appendix C Stipend Addendum	126
6			
7	Appendix D	Children’s Center Salary Schedule	127
8		Column Placement	128
9			
10	Appendix E	Representation	129
11			
12	Appendix F	Negotiation Procedure	130
13			
14	Appendix H	Site-Based Decision Making	132
15			
16	Appendix I	Public Complaint	133
17			
18	Appendix J	Partial Day Absences	134
19			
20	Appendix K	Class Size Balancing	135
21			
22	Appendix L	Computation of “Average Per-Member” Health	
23		And Welfare Benefits Costs	141
24			
25		<u>Side Letters of Agreement</u>	
26		President’s Released Time	142
27		Early Retirement Incentive	143
28		Sick Leave Bank	144
29		Children’s Center Instructors’ Plan to	146
30		Use Vacation Days	
31		Oak Grove Beacon Program	147
32		WestEd QTEL Program	149
33			
34		<u>Forms</u>	
35		• On-Track Certificated Evaluation Profile	150
36		• Evaluation Option Form	152
37		• Evaluation - Temporary	153
38		• Problem Resolution Form	154
39		• Grievance Form	155
40		• Waiver	156
41		• California Standards for the Teaching	157
42		Profession	
43		• Special Education Waiver	158

1 **ARTICLE 2**

2 **Recognition**

3 2.1 The Board recognizes this Association as the exclusive representative of
4 all contractual certificated employees of the Board, excluding manage-
5 ment, evaluative and supervisory personnel, for which an administrative
6 credential is required by Education Code.

7 2.2 The Association shall be notified in writing of proposed administrative or
8 supervisory job descriptions to be submitted to the Board of Trustees prior
9 to formal adoption.

10 2.3 The parties to this Agreement recognize that the duties and work per-
11 formed by the certificated employees in the bargaining unit described in
12 this article shall be performed only by bargaining unit members and shall
13 not be subcontracted, supplanted, or otherwise transferred out of the bar-
14 gaining unit.

15 2.3.1 Programs and services designed to supplement the bargaining
16 unit members in delivery of student services will not be nega-
17 tively affected by this section.

18 2.3.2 All core curriculum classes (mathematics, English, science, so-
19 cial studies) at CCOC will be taught either by ESTA bargaining
20 unit members or by members of the CTA-affiliate bargaining
21 unit representing certificated teachers at CCOC.

22 2.3.2.1 Core curriculum classes amounting to more than
23 one (1) hour per day in any curriculum area will
24 be taught by ESTA bargaining unit members.

25 2.3.2.2 An acceptable method of monitoring this
26 agreement will be established and adhered to.

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2.3.2.3

Enrollment in core courses at CCOC for satisfaction of graduation course specific requirements will be restricted to students who must make-up or repeat such core classes (math, English, science, social studies).

1 **ARTICLE 3**

2 **Association Rights**

3 3.1 All employee organization business, discussion and activities will be con-
4 ducted by bargaining unit members or Association officials outside estab-
5 lished classroom hours as defined in Article 14, and will be conducted in
6 places other than District property except when:

7 3.1.1 An authorized Association representative obtains advance per-
8 mission from the Superintendent or his designee regarding the
9 specific time, place and type of activity to be conducted.

10 3.1.2 The Superintendent can verify that such requested activities and
11 use of facilities will not interfere with the school programs
12 and/or duties of bargaining unit members, and will not directly
13 or indirectly interfere with the right of employees to refrain from
14 listening or speaking with an Association representative.

15 3.2 The Association may use the District's e-mail, school mailboxes and bul-
16 letin board spaces designated by the Superintendent or his designee.

17 3.2.1 Any literature to be distributed by the Association or posted on
18 designated Association bulletin board space must meet profes-
19 sional and ethical standards; be dated; and identify the person(s)
20 and/or organization responsible for it.

21 3.2.2 A copy of such postings or distributions must be delivered to the
22 Superintendent or designee at the same time as posting distribu-
23 tion.

24 3.3 The District will furnish the Association the names, addresses and phone
25 numbers of bargaining unit members no later than October 1 of each
26 school year.

27 3.4 Names, addresses, date of hire, and work location of all newly hired teach-
28 ers shall be provided to the Exclusive Representative no later than five (5)
29 business days following the date of acceptance of employment.

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3.5 The Association President/designee shall furnish in a timely manner to the District names and positions of members elected or appointed to represent the Association.

3.6 The District shall provide the Association with two (2) copies of the complete Board of Education meeting agendas minus closed session material. Agenda and non-confidential material shall be available on the day it is delivered to the Board of Trustees.

3.7 The District will comply with Education Code 44987.

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ARTICLE 4

District Rights

- 4.1 The exercise of the following powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement and to the extent such specific and express terms are in conformance with law.

1 **ARTICLE 5**

2 **Organizational Security and Employee Rights**

3 5.1 Except as provided by this Article, the District and the Association recog-
4 nize the right of employees to form, join and participate in lawful activities
5 of the employee organization and the equal alternative right of employees
6 to refuse to form, join or participate in or support employee organization
7 activities.

8 5.2 The Board shall not illegally discriminate against any bargaining unit
9 member on the basis of any condition defined by law, e.g. race, color,
10 creed, gender, national origin, political affiliation, marital status, age, dis-
11 ability, sexual orientation, membership in an employee organization or
12 participation in the activities of an employee organization.

13 5.3 A bargaining unit member has the right to have another bargaining unit
14 member present at all conferences with a supervisor. (Refer to Appendix E.)

15 5.4 Each bargaining unit member covered by this Agreement who is a member
16 of the Association at the time this Agreement is executed or becomes a
17 member of the Association shall maintain his/her membership in the As-
18 sociation for the term of this Agreement.

19 5.4.1 Bargaining unit members shall, within thirty (30) days of the ef-
20 fective date of this Agreement or within thirty (30) days of their
21 employment date, whichever is later, either join the Association
22 by executing a payroll deduction authorization form for payment
23 of dues or pay a service fee not to exceed dues, initiation fees
24 and general assessments (hereinafter "service fees"), by execut-
25 ing a service fee deduction authorization form for the payment
26 of such fee.

27 5.4.1.1 Nothing contained herein shall prohibit a bar-
28 gaining unit member from paying dues or ser-
29 vice fees directly to the Association.

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5.4.1.2 If a bargaining unit member withdraws a dues or service fee authorization and/or fails to pay dues/service fees directly to the Association, the District shall, upon notification from the Association and notice to the bargaining unit member, deduct from the wages of said bargaining unit member, and pay to the Association, all dues/service fees owed to the Association.

5.4.2 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The District agrees to furnish any information needed by the Association to fulfill the provisions of this Article.

5.4.3 Religious Exemption:

5.4.3.1 If an employee in the bargaining unit belongs to a recognized religious organization which does not permit its members to pay a representation-al/services fee to any employee organization, an amount equal to the fee which would have been paid will be paid by that bargaining unit member and deposited into a Student Benefit Fund established and administered jointly by the Association and the District. If no such fund exists, the amount deducted will be deposited by the District with a recognized charitable organization designated by the bargaining unit member and approved by the Association and the District. Such organization shall be a non-religious, non-labor organization exempt from taxation under Section 503(c) (3) of Title 26 of the Internal Revenue Code.

5.4.3.2 Any bargaining unit member who is a member of a religious group whose beliefs prohibit joining an employee organization or paying a representational/service fee to such an organization

1 shall demonstrate such membership and beliefs
2 to a neutral third party to be agreed upon by the
3 Association and the District. A bargaining unit
4 member desiring to be exempt from joining the
5 Association or paying the representation-
6 al/service fee shall file a claim of exemption
7 with the Association with a copy to the District.
8 The District and the Association shall establish
9 procedures for providing the bargaining unit
10 member a hearing on the claim of exemption.

11 5.4.3.2.1 In the event the neutral party
12 denies the claim, the neutral
13 shall notify the Association, the
14 District and the bargaining unit
15 member of such decision. If the
16 bargaining unit member fails or
17 refuses to join the Association
18 or pay the representation/service
19 fee by lump sum or make ade-
20 quate provisions for its payment
21 through payroll deduction with-
22 in thirty (30) days after such de-
23 cisions, the Association may ini-
24 tiate action as required by the
25 provisions of this Article.

26 5.4.4 With respect to monies deducted by the District pursuant to this
27 Article, whether for membership dues or equivalent fee, the Dis-
28 trict agrees promptly to remit such monies to the Association
29 accompanied by an alphabetical list of bargaining unit members
30 for whom such deductions have been made, categorizing them
31 as to membership or non-membership in the Association and in-

1 dicating any changes in personnel from the list previously fur-
2 nished.

3 5.4.5 The Association shall indemnify and hold the District harmless
4 from any and all claims, demands or suits, or other action arising
5 from the organizational security provisions contained herein, in-
6 cluding reasonable attorney fees and costs. The Association as
7 the indemnitor shall have the exclusive right to decide and de-
8 termine which matters shall or shall not be compromised, resist-
9 ed, defended, tried or appealed.

10 5.4.6 The Association, as the exclusive representative, shall have the
11 sole and exclusive right to have membership dues and represen-
12 tation/service fees deducted for employees in the bargaining unit
13 by the District. The District will, upon appropriate authorization
14 from the bargaining unit member, deduct and make appropriate
15 remittance for such membership dues and fees.

16 5.4.6.1 Pursuant to such authorization, the District shall
17 deduct one-tenth (1/10) of such dues/fees from
18 the regular monthly salary check of the bargain-
19 ing unit member each month for ten (10)
20 months. Deductions for bargaining unit mem-
21 bers who sign such authorization after the com-
22 mencement of the school year shall be appropri-
23 ately prorated to complete payments by the end
24 of the school year. Payroll deductions shall be
25 without cost to the bargaining unit members or
26 the Association.

27 5.4.7 The District, upon appropriate written authorization from any
28 bargaining unit member, shall deduct such other voluntary de-
29 ductions jointly approved by the Association and the District.
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1 **ARTICLE 6**

2 **Leave Provisions**

3 6.1 General Leave Provisions

4 6.1.1 Whenever possible, a bargaining unit member must contact the
5 District substitute service or his/her immediate supervisor as
6 soon as the need to be absent is known. Failure to provide ade-
7 quate notice shall be grounds for denial of leave with pay or oth-
8 er disciplinary action.

9 6.1.2 A bargaining unit member who is absent for less than a full day
10 shall have deducted an amount as per Appendix J.

11 6.1.3 The District shall provide each bargaining unit member on re-
12 quest with a written or verbal statement (at bargaining unit
13 member's option) of: (1) accrued personal illness and injury
14 leave total, and (2) personal illness and injury entitlement for the
15 school year. District reply shall be no later than two (2) working
16 days.

17 6.1.4 Quarantine: A bargaining unit member who is absent from the
18 service of the school due to a legally established quarantine shall
19 be entitled to the same leave as though he/she were personally
20 ill, provided he/she files a certificate from the County Health
21 Department showing such quarantine.

22 6.1.5 Bargaining unit members assigned to summer school shall be al-
23 lowed one (1) day of absence due to accident or illness during
24 their period of summer employment, without deduction of sala-
25 ry. This allowance shall not be cumulative and shall not be add-
26 ed to the cumulative sick leave of ten (10) days.
27

1 6.1.6 When a bargaining unit member retires, accumulated personal
2 illness and injury leave will be credited according to rules and
3 regulations of State Teachers Retirement System (STRS).

4 6.1.7 The Board shall release bargaining unit members who are cho-
5 sen to serve on a commission on Professional Competence in
6 accordance with Education Code Section 44944. The rights and
7 duties of the bargaining unit member rendering such service
8 shall be those contained in Education Code Sections 44945 and
9 45047.

10 6.1.8 Leaves for other employment may be granted at the discretion of
11 the Board, and decisions here under shall not be subject to Arti-
12 cle 13, "Grievance Procedure." Nothing in this section shall de-
13 ny the bargaining unit member the right to reconsideration.

14 6.1.9 A bargaining unit member returning from an approved leave of
15 absence shall have the same rights of assignment at the site from
16 which the leave was granted as do all other bargaining unit
17 members at that site if the member's leave does not exceed the
18 first day of the next school year following the commencement of
19 the leave. (Leaves starting at any time other than the first day of
20 a school year will be considered as a leave for that school year.)

21 6.2 Association Leave

22 The Association, for purposes other than grievance representation and ne-
23 gotiations, shall have a maximum total of twenty-five (25) days of paid
24 leave to utilize for local, State or national conferences. Names of Associa-
25 tion representatives, by office held, shall be submitted in writing to the of-
26 fice of the Superintendent no later than October 1 of each year, and again
27 by February 1. These representatives shall be excused from school duties
28 upon two (2) days of advance notification to the Superintendent and the
29 immediate supervisor by the Association President. The Association shall
30 pay for substitutes needed under this Section when representatives are not
31 able to perform contractual duties.

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6.3 Bereavement Leave

6.3.1 A bargaining unit member shall be entitled to three (3) days leave of absence or five (5) days leave of absence if out-of-state travel or travel in excess of 300 miles is required, without loss of salary or sick leave, on account of the death of any member of his or her immediate family. Extensions of this leave (chargeable to the bargaining unit member's sick leave) may be granted by the Superintendent.

6.3.2 For purposes of this provision, an immediate family member shall be spouse/domestic partner, children, mother, father, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparents and grandchildren of the bargaining unit member or spouse/domestic partner, or any relative living in the immediate household of the bargaining unit member. For the purpose of this article, domestic partner is defined by the domestic partner affidavit on file with the District's Human Resources Division.

6.3.3 A bargaining unit member shall notify the District as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.

6.4 Industrial Accident Leave

6.4.1 Bargaining unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury which has qualified for worker's compensation under the provision of the State Compensation Insurance Fund.

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

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6.4.3 The District has the right to have the bargaining unit member examined by a physician designated by the District to assist in determining the length of time during which the bargaining unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

6.4.3.1 A bargaining unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as bargaining unit member's physician and District designated physician (if appropriate) agree that there has been such a recovery.

6.4.4 For any days of absence from duty as a result of the same industrial accident, the bargaining unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the bargaining unit member would have received as salary had there been no industrial accident or illness. If the bargaining unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the bargaining unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the bargaining unit member.

6.4.5 An industrial accident or illness as used in this section means any injury or illness whose cause can be traced to the performance of services for the Board. Said injury is to be determined by the District's current worker's compensation provider.

6.4.6 The District copy of the report of an industrial accident or illness shall be kept on file in the District's worker's compensation office.

1 6.4.7 The benefits provided in this section are in addition to the sick
2 leave benefits.

3 6.5 Family and Medical Leave Act/California Family Rights Act

4 The Family and Medical Leave Act/California Family Rights Act
5 (FMLA/CFRA) allows eligible members to take unpaid leave, or substitute
6 appropriate paid leave if accrued, for up to a total of 12 work weeks in a
7 12 month period.

8 6.5.1 Reasons for Leave (any of the following)

- 9 •Birth of a child of the member, and to care for
10 such a child
- 11 •Placement of a child with the member for adop-
12 tion or foster care
- 13 •Care for an immediate family member (spouse,
14 domestic partner, child or parent) with a serious
15 health condition
- 16 •Member's own serious health condition

17 6.5.1.1 A serious health condition is a disabling physi-
18 cal or mental illness, injury, impairment, or
19 condition that requires hospitalization or a doc-
20 tor's ongoing treatment or supervision.

21 6.5.2 Eligibility

22 The bargaining unit member has one year of service with the
23 District as of the date the leave is scheduled to commence. The
24 bargaining unit member may use accumulated sick leave to sub-
25 stitute for all, or part, of unpaid leave under the Family and
26 Medical Leave Act (FMLA/CFRA).
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6.5.2.1 The bargaining unit member must provide thirty (30) days advance notice when leave is “foreseeable.” If 30 days notice is not feasible, notice must be given as soon as possible. Such request shall be submitted using the FMLA/CFRA form.

6.5.2.2 The District may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work.

6.5.3 The District will continue to provide health and welfare benefits coverage during (FMLA/CFRA) leave.

6.5.4 An employee returning to work from an FMLA/CFRA leave is entitled to be restored to the same position of employment (the one held by the employee when notice was given or the leave commenced) or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

6.5.4.1 An employee may be temporarily transferred to an available alternative position, for which he or she is qualified, that has equivalent pay and benefits, that better accommodates the employee's need to take intermittent leave or reduce his or her time base. The Superintendent/designee shall consult with the Association President/designee with respect to and prior to the implementation of the temporary transfer.

6.5.5 FMLA/CFRA leave includes maternity and paternity leaves. This leave does not include pregnancy-related or childbirth-related disabilities. An employee who is **disabled** on account of pregnancy, childbirth, or related medical conditions is entitled to take Pregnancy Disability Leave (PDL) for the period of the actual disability not to exceed four (4) months. An employee need not meet the eligibility requirements for FMLA/CFRA to be eligible for PDL.

6.5.5.1 Upon the birth of the child, the employee is entitled to an additional twelve (12) weeks of bonding leave under the CFRA.

6.5.5.2 An employee who is disabled on account of pregnancy, childbirth, or related medical conditions is

1 entitled to sub-differential only after exhausting all
2 accumulated sick leave.

3 6.6 Leave Without Pay for Child Bearing Preparation and Child Rearing

4 6.6.1 Leave without pay or other benefits may be granted to a bargain-
5 ing unit member for preparation for child bearing and for child
6 rearing.

7 6.6.2 The bargaining unit member shall request such leave as soon as
8 practicable, but under no circumstances less than thirty (30)
9 workdays prior to the date on which the leave is to begin. Such
10 request shall be in writing and shall include a statement as to the
11 dates the employee wishes to begin and end the leave without
12 pay.

13 6.6.3 The determination as to the date on which the leave shall begin
14 and the duration of such leave shall be made at the discretion of
15 the Superintendent when considering the schedule and replace-
16 ment problems of the District.

17 6.6.4 The duration of such leave shall consist of no more than twelve
18 (12) consecutive months and shall automatically terminate on
19 the last day of the school year in which such leave is granted.
20 An extension may be granted, not to exceed an additional twelve
21 (12) months.

22 6.6.5 There shall not be a diminution of employment status for child
23 bearing or child rearing except that no person shall be entitled to
24 compensation or increment, nor shall the time taken on parental
25 leave count toward credit for probationary teachers in earning
26 permanent status.

27 6.6.6 If a bargaining unit member is on leave for child bearing or child
28 rearing and in the event of a miscarriage or death of a child sub-
29 sequent to childbirth, the bargaining unit member may request
30 an immediate assignment to a unit position. If there is a vacancy
31 for which a bargaining unit member is qualified, the District will
32 assign the teacher to a position as soon as practicable.

1 6.7 Personal Necessity Leave

2 Personal necessity leave shall not be available solely for the purpose of
3 personal convenience or for matters which can be taken care of outside the
4 work hours or for recreational activities. The bargaining unit member will
5 notify his/her supervisor as soon as possible of the need to use such leave.

6 6.7.1 A bargaining unit member, at the unit member's election, may
7 use up to seven (7) days of accumulated sick leave in any school
8 year for reasons of personal necessity as defined below.

9 6.7.2 Types of Personal Necessity

10 6.7.2.1 Death of a member of the bargaining unit mem-
11 ber's immediate family. This is in addition to
12 regular bereavement leave, Article 6.3. This
13 does not require prior approval.

14 6.7.2.2 Accident involving the person or property of the
15 bargaining unit member or a member of his/her
16 immediate family. This does not require prior
17 approval.

18 6.7.2.3 Adoption of a child.

19 6.7.2.4 If a bargaining unit member is on unpaid leave
20 for child bearing preparation and/or child rear-
21 ing, in the event of a miscarriage or death of a
22 child, a bargaining unit member shall be entitled
23 to use personal necessity leave to care for
24 his/her child or the mother/father of the child.

25 6.7.2.5 Up to four (4) days of authorized Personal Ne-
26 cessity Leave may be utilized for reasons of
27 Compelling Personal Importance. This leave is
28 to be used only for reasons which the bargaining
29 unit member cannot reasonably be expected to
30 disregard and which require the attention of the

1 bargaining unit member during assigned work-
2 ing hours of service.

3 6.7.2.5.1 Two (2) of the four (4) days may be
4 used at the discretion of the employ-
5 ee. These days shall not fall before
6 or after a holiday or vacation period
7 nor be used for concerted activities.

8 6.7.2.5.2 Two (2) of the four (4) days requires
9 at least two (2) working days ad-
10 vance approval from the immediate
11 administrator.

12 6.7.2.6 Observance of a Religious Holiday.

13 6.7.2.7 Temporary military leave for training, including
14 travel time.

15 6.7.3 Partial day absences for sick leave or personal necessity will be
16 assessed as per Appendix J.

17 6.8 Legislative Leave

18 A bargaining unit member who holds any other elected position that inter-
19 feres with the regular school day may file an application with the Superin-
20 tendent and, with the approval of the Board, be granted a long-term unpaid
21 leave. The bargaining unit member will receive no salary or other benefits
22 at this time. The bargaining unit member has the option to continue the
23 District health and welfare benefit program by paying premiums on a quar-
24 terly basis.

25 6.9 Judicial Leave

26 Any bargaining unit member called to jury duty or to appear as a witness
27 in court as provided in Education Code 44036 may serve without loss of
28 pay or loss of creditable public retirement service. The current jury duty
29 fee shall be made payable to the District for jury duty services.

30

1 6.10 Military Leave

2 6.10.1 Education Code 45059, Military and Veterans Code 395,
3 providing for up to 180 days of military leave for active duty,
4 shall be incorporated into this Agreement as follows:

5 6.10.1.1 Any bargaining unit member who has one (1)
6 year or more of service with the District, and
7 who is on military duty, shall receive his/her
8 salary for the first consecutive thirty (30) days of
9 such absence.

10 6.10.1.2 Any bargaining unit member who has one (1) or
11 more years of service with the District, is enti-
12 tled to unpaid temporary military leave up to 15
13 calendar days annually for inactive duty training,
14 including time involved going to and returning
15 from that duty. Personal necessity leave may be
16 used in accordance with Article 6.7.2.7.

17 6.10.1.3 A copy of order to active duty is requested to be
18 submitted to Human Resources prior to the start
19 of paid military leave.

20 6.10.1.4 Providing that the period of ordered duty does
21 not exceed 180 calendar days, the bargaining
22 unit member has the right to return to the same
23 position at the same site.

24 6.10.1.5 Bargaining unit members are entitled to only
25 one consecutive 30 calendar day paid leave per
26 fiscal year.

27 6.10.1.6 Because most military training can be taken dur-
28 ing summer periods, personnel are encouraged
29 to take required training during a school
30 vacation period.

31

1 6.11 Other Leaves Without Pay

2 6.11.1 Upon recommendation of the Superintendent and approval of
3 the Board of Trustees, leave without compensation, increment,
4 seniority or permanent status credit may be granted for one (1)
5 school year. The Board may extend the leave on an annual
6 basis.

7 6.11.2 Leaves under this condition may be granted for professional
8 study or research. Leaves for purposes other than those listed
9 above may be granted by the Board upon recommendation of the
10 Superintendent.

11 6.11.3 A bargaining unit member may substitute in the District while
12 on unpaid leave.

13 6.11.4 Bargaining unit members on such an approved annual leave of
14 absence will notify the District in writing of their intent to return
15 to work or will submit a request for an additional year of leave
16 by March 1 of the current school year. If such notification is re-
17 ceived by the district after March 1 but prior to July 1, then the
18 extent of the district's obligation is to offer an assignment if a
19 permanent vacancy is available for the following school year.

20 6.11.4.1 If the district denies the requested leave indicat-
21 ed above, the unit member has until April 1 of
22 the current school year to notify the district in
23 writing of their intent to return to work. If such
24 notification is received by the district by April 1,
25 then the employee is entitled to return to work.

26 6.11.4.2 If, after March 1 and before May1, a bargaining
27 unit member finds that he/she must return to
28 work after being granted an unpaid leave of ab-
29 sence because of serious, extenuating
30 circumstances; the district will make every
31 effort to place the member in a vacant perma-
32 nent position.

1 6.11.4.3 A bargaining unit member on an unpaid leave of
2 absence will be deemed to have declined em-
3 ployment and his/her services as an employee of
4 the district will be terminated as of June 30 if
5 he/she fails to notify the district prior to July 1
6 of his/her intention to remain or not remain in
7 the service of the district during the ensuing
8 school year. (EC 44842)

9 6.12 Sick Leave

10 Section 44978 of the Education Code is incorporated into this Agreement,
11 except as supplemented below:

12 6.12.1 Full-time bargaining unit members shall be entitled to ten (10)
13 days leave with full pay for each school year for purposes of
14 personal illness or injury or leave under the provisions of Family
15 and Medical Leave Act/California Family Rights Act
16 (FMLA/CFRA), except that ten and one-half (10.5), eleven (11)
17 and twelve (12) month bargaining unit members shall be al-
18 lowed ten and one-half (10.5), eleven (11) and twelve (12) days
19 respectively, each year. Bargaining unit members who work
20 less than full time shall be entitled to that portion of the appro-
21 priate leave as the number of hours per week of scheduled duty
22 relates to the number of hours for a full-time bargaining unit
23 member in a comparable position. Unused days will be accumu-
24 lated by bargaining unit members for use, if necessary, during
25 succeeding years.

26 6.12.2 Consistent with Education Code 44977, if additional absences
27 are necessary, and after all earned sick leave days set forth in
28 6.12.1 above are exhausted, and the bargaining unit member
29 continues to be absent from his or her duties on account of ill-
30 ness or accident for an additional period of five months, he/she
31 shall receive the difference between his/her own salary and the
32 amount paid a substitute, or, if no substitute is employed, the
33 amount which would have been paid to a substitute, at the cur-
34 rent per diem substitute rate up to a total of five (5) calendar

1 months in which schools are in session, exclusive of the earned
2 personal illness and injury leave days at full pay. The sick leave,
3 including accumulated sick leave, and the 5 month period shall
4 run consecutively. The amount of salary deducted shall not ex-
5 ceed fifty percent (50%) of the salary due him/her. This section
6 is subject to the provisions of 6.12.3 below.

7 6.12.2.1 When adopting a child, a bargaining unit mem-
8 ber who has exhausted his/her accumulated sick
9 leave may use up to six (6) days of differential
10 paid leave.

11 6.12.2.2 Except as provided for in 6.12.2.1 above, differ-
12 ential paid leave is for leave due to illness or in-
13 jury of the bargaining unit member.

14 6.12.2.3 If the school year terminates before the 5 month
15 period is exhausted, the employee may take the
16 balance of the 5 month period in the subsequent
17 school year.

18 6.12.3 Upon request of the Director of Human Resources, a bargaining
19 unit member shall be required to present a medical doctor's cer-
20 tificate verifying the personal injury or illness for the member or
21 serious health condition of an immediate family member if the
22 leave is under the provisions of FMLA/CFRA. The District may
23 require a medical authorization for the member to return to
24 work. If circumstances warrant it, the District, at District ex-
25 pense, may require a bargaining unit member to visit a District-
26 designated specialist. If the report to the Superintendent or de-
27 signee concludes that the absence is not sufficiently severe to
28 warrant continued absence, then the Superintendent or designee,
29 after notice to the bargaining unit member, may refuse to grant
30 such leave.

31 6.12.4 Partial day absences for sick leave or personal necessity will be
32 assessed as per Appendix J.
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6.13.4.1.2 To the extent possible opportunity will be provided at the site supervised by said management person for results of the sabbatical to be implemented by the applicant and evaluated by the appropriate management person.

6.13.5 Terms and conditions of the leave shall mutually be agreed upon in writing and shall include, but not be limited to, an indemnification bond for failure to successfully complete the sabbatical program or to render the necessary post-leave service, a stipulation to a post-leave service of not less than two (2) full years of a full year of leave, and one (1) full year for a half year of leave, the description of the sabbatical program, and appropriate reporting procedures as may be designated by the Superintendent.

6.13.6 If death prevents the bargaining unit member from fulfilling the agreement to return to the service in the District, no repayment of salary will be required of the bargaining unit member's estate.

6.13.7 Incremental credit will be given for paid sabbatical leave taken.

6.13.8 The Board shall pay bargaining unit members who are on a full year's leave 50% of their salary if they have seven (7) years of service to the District, or 60% of their salary if they have fourteen (14) years of service to the District, exclusive of extra-duty pay. If the leave is for less than a year, bargaining unit member's pay will be pro-rated. Payroll deductions will continue during the period of leave as will provisions of applicable benefits.

6.13.9 Willful failure to complete the sabbatical leave requirements as agreed upon will be considered insubordination and grounds for instituting dismissal proceedings. The Credentials Commission of the California State Department of Education shall also be alerted for possible credential revocation.

1 **ARTICLE 7**

2 **Transfers**

3 7.1 A transfer is a move from one (1) full-time unit position to another at a
4 different site.

5 7.2 Voluntary Transfers

6 Bargaining unit members may apply for transfer to a different site or any
7 specific tentative opening by filing the transfer request form with the Dis-
8 trict. Following a fair interview procedure of a reasonable number of can-
9 didates, selections shall be made based solely upon the applicant's ability
10 to meet the educational needs of the school and/or of the students with due
11 regard for the applicant's qualifications and record of service with the Dis-
12 trict. The final selections, which shall not be arbitrary or capricious, shall
13 be made by the Superintendent or designee. The District shall
14 acknowledge receipt of the voluntary transfer request form within a rea-
15 sonable amount of time. All applicants for a specific tentative opening
16 will be notified electronically after the opening is filled. The District shall
17 maintain a list of open positions on an internet link on the District web
18 page, which will be updated as openings occur.

19 7.2.1 No later than the first workday in April of each year, the District
20 shall publish and post tentative certificated openings for the next
21 school year. Those tentative openings which are not known by
22 the first workday in April will be published and posted five (5)
23 working days before the end of the school year.

24 7.2.2 Bargaining unit members may apply for transfer to a different
25 site or any specific tentative opening by filing the transfer re-
26 quest form with the District prior to March 1. Transfer request
27 forms shall be made available to bargaining unit members,
28 including those on leave, at all District sites. The transfer
29 request form shall include space for information necessary to
30 implement this policy and must be completed by any bargaining
31 unit member who desires to apply for a listed opening. Upon
32 request, those who apply for such a transfer will receive a copy

1 of the "transfer list" prior to the end of the school year. The list
2 of persons requesting transfers shall remain in effect until the
3 20th day of the subsequent school year.

4 7.2.3 As openings occur subsequent to April 1st, the District shall
5 post all job openings electronically.

6 7.2.3.1 Applicants for a specific tentative opening may
7 apply after April 1 and before the start of the
8 school year and will be considered for the
9 specific opening for which they apply.

10 7.2.4 If a transfer offer is made for the upcoming school year on or
11 before July 20, an applicant has up to five (5) weekdays or until
12 July 25, whichever is earlier, to accept the offer in writing or by
13 e-mail. In no case will the applicant have fewer than three (3)
14 weekdays to respond. If a transfer offer is made after July 25,
15 the applicant has three (3) weekdays to accept. Once the offer is
16 accepted, the transfer is mutually binding. Failure to respond is
17 considered a decline of the offer.

18 7.3 As specified in Education Code 35036 (a), the superintendent of a school
19 district may not transfer a teacher who requests to be transferred to a
20 school offering grades 1 to 12, inclusive, that is ranked in deciles 1 to 3,
21 inclusive, on the Academic Performance Index if the principal of the
22 school refuses to accept the transfer.
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7.4 Involuntary Transfers

Involuntary transfers may be made when there is a need to reduce staff at the school from which the transfer is made or the transfer may be initiated by the Superintendent/designee when based exclusively on the legitimate educationally-related needs of the District. The District’s selection of transferees will be made with due regard for the bargaining unit member’s qualifications, credentials, record of service with the District, the Education Code and will not be arbitrary or capricious.

7.4.1 Involuntary Transfers Due to Reduction in Force

7.4.1.1 Efforts shall be made to secure voluntary transfers from the school which must reduce staff before considering involuntary transfers.

7.4.1.2 No bargaining unit member shall be involuntarily transferred outside his/her credential area. If it is educationally unsound to move the least senior member, the next least senior member shall be transferred.

7.4.1.2.1 In the event that two (2) or more individuals have the same seniority date, the tie shall be broken by the following hierarchy of criteria.

- a. Higher seniority in the currently taught subject area or position (counseling, advisor, etc.)
- b. The skills and experiences that best meet the needs of the school and/or District as determined by the principal.

1 c. If a tie still exists after
2 application of a and b
3 above, said tie shall be
4 broken by a flip of a coin.

5 7.4.1.3 Bargaining unit members being transferred
6 involuntarily shall be given the opportunity to
7 express a preference for the school and position
8 to which transfer is made.

9 7.4.1.4 The Superintendent/designee shall consult with
10 the Association President/designee with respect
11 to and prior to the implementation of
12 involuntary transfers.

13 7.4.2 Involuntary Transfers Due to Educational Needs

14 7.4.2.1 "Educationally-related needs" as used below in-
15 cludes special program needs, the need to main-
16 tain staff makeup, conflicts in a department, etc.

17 7.4.2.2 Involuntary transfers may be made by the
18 Superintendent or designee when the school has
19 need for the particular skills or competencies of
20 the bargaining unit member being transferred
21 and when no individual with equal
22 competencies volunteers to transfer.

23 7.4.2.3 The District shall provide reasonable
24 forewarning to candidates for involuntary
25 transfer.

26 7.4.2.4 Bargaining unit members being transferred in-
27 voluntarily shall be given the opportunity to ex-
28 press a preference for the school and position to
29 which transfer is made.
30

1 7.5.3 A bargaining unit member who has been served with a notice of
2 unprofessional conduct or incompetence as specified in Educa-
3 tion Code Section 44938, or where the most recent evaluation
4 has been unsatisfactory, or where the member is currently in a
5 remediation program shall not be eligible for transfer under this
6 section. Should a bargaining unit member who is otherwise
7 qualified for transfer under this provision be exonerated of
8 charges pursuant to the dismissal provisions (specified in the
9 Education Code) for permanent employees, or be exonerated of
10 the unsatisfactory evaluation rating through the grievance pro-
11 cedure, he/she will be eligible to apply for this priority transfer
12 upon determination of his/her case.

13 7.5.4 For the purpose of this section, the term "credentialed and quali-
14 fied" means possession of an appropriate California Credential
15 authorizing service in the subject area in which the bargaining
16 unit member has requested a transfer. In the case of a General
17 Secondary Credential or a multiple subject credential, experi-
18 ence teaching in the given subject area for at least one (1) se-
19 mester in the last ten (10) years shall be required.

20 7.5.5 Before a bargaining unit member who qualifies for a priority
21 transfer is offered an assignment at another site, the Association
22 and the District will meet and confer. The same timelines for
23 acceptance apply as in Section 7.2.4.

24 7.6 Open Position(s)

25 7.6.1 Full-time, non-teaching, bargaining unit positions which become
26 available during the course of the school year will be opened
27 and the positions and qualifications posted to the entire bargain-
28 ing unit.

29 7.6.2 Part-time non-teaching bargaining unit positions which become
30 open during the course of the school year may be filled "in-
31 house" for the duration of the school year. Should such posi-
32 tion(s) exist the pursuant year, the position(s) of 0.6 FTE or
33 greater will be opened and posted to the entire bargaining unit at

1 the end of the school year in which the position(s) originally oc-
2 curred. Positions of less than 0.6 FTE will be advertised at the
3 site at which they occur.

4 7.7 Split Assignments

5 Bargaining unit members normally assigned to one (1) school who, on a
6 daily basis, are subject to a split assignment between sites, shall teach no
7 more than four (4) periods in a school day unless otherwise requested by
8 administration and agreed upon by the bargaining unit member. The bar-
9 gaining unit member shall have a travel period as part of his/her working
10 day. If a bargaining unit member is assigned to three (3) or more sites per
11 day, one (1) travel period will be assigned. If the total travel time is more
12 than one (1) hour per day, a timecard will be provided for the travel time
13 over one (1) hour.

14 7.7.1 Bargaining unit members on a split assignment between sites
15 may agree to teach a fifth period class for which they will be
16 paid for the extra period taught. (See Appendix B, Extra Period
17 Taught).
18

1 **ARTICLE 8**

2 **Assignment/Reassignment**

3 8.1 Assignment is the initial placement of a newly-hired bargaining unit mem-
4 ber or the yearly placement within the department to which the bargaining
5 unit member is assigned.

6 8.2 Reassignment is the placement of a bargaining unit member in an assign-
7 ment within a different department at the same school site.

8 8.3 Reassignments will not be arbitrary or capricious. Such placements must
9 conform to Education Code and credential requirements.

10 8.4 When a bargaining unit member is reassigned for disciplinary reasons, the
11 district will follow the provisions set forth in Article 27.

12 8.5 The District will make every effort to balance teacher schedules so that
13 equal opportunity is afforded all bargaining unit members who request to
14 teach all levels of courses, regardless of seniority.

15 8.5.1 The process by which bargaining unit members are considered
16 for such assignments will include consultation with the appro-
17 priate parties involved in the particular instructional area. These
18 parties may include department chairpersons, other subject area
19 leaders, other administrators, SACs, evaluators, and any of the
20 individuals who have made specific requests for certain course
21 assignments. This process will also include examination of the
22 qualifications, credentials, training and experience of the indi-
23 viduals who are candidates for the position.

24 8.6 The District will make every effort to accommodate request/s by bargain-
25 ing unit members to be reassigned from one department to another within
26 a school site. The process by which bargaining unit members are consid-
27 ered for such reassignment shall parallel the procedures used in imple-
28 menting Article 8.5.
29

1 **ARTICLE 9**

2 **Layoffs**

3 9.1 Consistent with the Education Code provisions concerning layoffs, the
4 District will honor seniority as required by Education Code 44955. As
5 provided in the Education Code, the District will adopt a method of break-
6 ing ties in a layoff. On a "particular kind of service" layoff after credential
7 authorization or ELL or bilingual authorization, seniority shall be the sole
8 determinant when there is no conflict with applicable Education Code
9 Provisions or Affirmative Action as prescribed by a court of competent ju-
10 risdiction.

11 9.2 The District will concurrently notify the Association of its intention to im-
12 plement layoffs (March 15 notice) for bargaining unit members and invite
13 the Association to discuss this decision with the District including its na-
14 ture and impact.

15 9.3 The District will provide the Association copies of relevant non-
16 confidential documents concerning the layoffs.

17 9.4 If and when the procedure for layoffs is finally determined to be in the
18 scope of representation, the District agrees to meet and negotiate a proce-
19 dure with the Association.

20 9.5 Bargaining unit members who are reassigned or transferred as a result of a
21 reduction in force for a particular job position or department shall have the
22 right of first refusal to such positions as they are restored.

23 9.5.1 The first criterion for ranking rights of members to a restored posi-
24 tion shall be years of District service in that position (or depart-
25 ment).

26 9.5.2 In the event that a tie exists, the first tiebreaker shall be past service
27 (in the last three years) in that position (or department) at the site
28 of the restored position.

29 9.5.3 The second tiebreaker shall be District seniority, based on date of
30 hire.

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9.5.4 If a tie still exists, it will be decided by flip of a coin.

9.6 If a mid-year reassignment due to a reduction in force of particular kinds of service leads to a more senior member being moved (due to the less senior member's credential status), the District shall not offer the less senior member that position for the following year without first offering the position to the more senior member.

9.7 Part-time positions, or the partial restoration of positions, shall also follow the above right of first refusal.

9.8 A person, having served as a temporary teacher, shall be considered for subsequent employment prior to consideration of new applicants.

1 **ARTICLE 10**

2 **Summer School**

3 10.1 If and when summer school is authorized by the Board of Trustees, the fol-
4 lowing rules will apply:

5 10.1.1 In consultation with the Association, the District will draft a
6 summer school calendar prior to February 1.

7 10.1.2 Bargaining unit members will be notified of the existence of
8 summer school employment no later than five (5) working days
9 after the Board of Trustees has authorized summer school.
10 Qualified bargaining unit members will be given preference in
11 hiring over other applicants.

12 10.2 Bargaining unit members selected for summer school positions will be of-
13 fered summer school employment when student registration justifies such
14 employment. The bargaining unit members' services will be used only if
15 class enrollments continue to meet District standards.

16 10.3 The summer rate of pay is set forth in Appendix B.

17 10.4 Special summer school teaching/counseling assignments shall be filled for
18 a particular site by applicants from that site first.

19 10.4.1 In such case that there are more applicants at a particular site
20 than there are positions, seniority, prior participation in such
21 special programs/activities and special training will be consid-
22 ered for placement.

23 10.5 A bargaining unit member who designs a particular course to be taught
24 during summer school will be offered the first priority appointment during
25 the summer of introduction only, provided that the teacher's credential(s)
26 authorizes services in the subject area of the course.

27 10.6 A bargaining unit member who recruits students to the extent necessary to
28 meet District requirements for a particular course will be offered the first
29 priority appointment, provided that the teacher's credential(s) authorizes

1 services in the subject area of the course. Nothing in Articles 10.5 and
2 10.6 will compel the District to authorize summer school.

3 10.7 When qualifications in sections 10.4, 10.5 and 10.6 are equal, as deter-
4 mined by the District management person in charge of summer school,
5 then selection shall be on a rotating schedule with the following provi-
6 sions:

7 10.7.1 Once a person serves a six-week (6) term or a combination of
8 terms equal to six (6) weeks as a summer school teacher, that
9 person's name shall be removed from the rotating schedule until
10 reapplication is made.

11 10.7.1.1 When assignments are reduced or eliminated
12 due to a reduction in student enrollment during
13 summer school, affected teachers shall remain
14 on the rotation list.

15 10.7.2 By April 1, the District will send out applications for summer
16 school. Interested teachers will return the completed applica-
17 tions to the District office no later than May 1.

18 10.7.3 If more than one (1) person applies for addition to the list, sen-
19 iority within the District shall determine the order of addition.

20 10.7.4 The application shall be maintained by the District management
21 person in charge of summer school.

1 **ARTICLE 11**

2 **Evaluation Procedure**

3 11.1 Temporary Teachers

4 11.1.1 Every temporary teacher hired before the second semester shall be evaluated
5 once during the school year.

6 11.1.2 Written comments given to temporary teachers by the administration may be
7 completed upon the District provided Evaluation—Temporary form.

8 11.2 Probationary Teachers

9 11.2.1 Every probationary teacher shall be evaluated by the administration at least
10 once each school year, not later than the end of the first semester.

11 11.2.2 A conference and written summary evaluation letter shall be completed not
12 later than ten (10) working days after the evaluation of probationary teachers
13 unless an extension is mutually agreed upon.

14 11.3 Permanent Teachers

15 11.3.1 Every permanent teacher shall be evaluated not less than every other year.

16 11.3.1.1 A unit member with permanent status who has been employed at
17 least ten (10) years with the District, and is highly qualified (if ap-
18 propriate) as defined in 20 U.S.C. 7801 (ESEA) and whose previ-
19 ous evaluation rated the employee as meeting or exceeding stand-
20 ards, evaluator of record placed the unit member off-track, shall be
21 evaluated every five (5) years if the unit member and the evaluator
22 consent to this schedule. Either party may withdraw consent after
23 the first off-track year with written notice no later than the fifth
24 working day of the school year, in which the bargaining unit mem-
25 ber will be evaluated. The Superintendent/designee will consult
26 with the Association President/designee with respect to and prior to

1 the withdrawal of the consent. Withdrawal of consent by either
2 party shall not be subject to the grievance procedure.

3 11.3.2 Every permanent teacher who is not on remediation or on the unsatisfactory
4 evaluation track shall be notified in writing of his/her status as on-track or
5 off-track. This notification shall take place by September 15 of any given
6 year. Such notice shall identify the teacher's administrator of record. Ac-
7 companying this notification will be the self-evaluation profile for comple-
8 tion by the on-track bargaining unit member. A list by site of perma-
9 nent/non-permanent teachers to be evaluated shall be provided to the ESTA
10 President.

11 11.3.3 On-track self-evaluation profiles shall be completed by all on-track perma-
12 nent teachers and returned to the administrator of record no later than Sep-
13 tember 30 of any given year.

14 11.3.4 On-Track Procedure

15 11.3.4.1 At any time before November 1, any permanent teacher who is on-
16 track may request of the principal/director that the administrator of
17 record be changed. Should the principal/director agree that a
18 change of evaluator is warranted, such change will be made before
19 any formal work on the evaluation begins. If the administrator of
20 record has not been changed then the permanent teacher can appeal
21 the decision to the Director of Human Resources.

22
23 11.3.4.2 Administrators shall schedule intake interviews with on-track perma-
24 nent teachers. The Evaluation Option Plan shall be completed
25 at this meeting. All intake interviews shall be completed by No-
26 vember 1 of any given year.

27
28 11.3.4.3 The administrator of record and the teacher may agree to a non-
29 traditional evaluation. Otherwise, the default is a traditional evalu-

1 ation. A plan for completion of the evaluation must be identified
2 in the intake interview on the Evaluation Option form.

3
4 11.3.4.3.1 **Non-Traditional Evaluation** – A teacher may work as
5 an individual or as a member of a team to complete a
6 non-traditional evaluation project reasonably related to
7 his or her subject area and expertise. This may be pro-
8 ject-based, portfolio-based, experiment-based or per-
9 formance-based.

10
11 11.3.4.3.1.1 Should a permanent teacher be unable to
12 complete the non-traditional evaluation,
13 the default process will be a traditional
14 evaluation.

15
16 11.3.4.3.2 **Traditional Evaluation** – A permanent teacher select-
17 ing this method of evaluation will participate in a pre-
18 observation conference, a full-period observation and a
19 post-observation conference. The result of this process
20 will be a summary letter of evaluation written by the
21 administrator of record. The administrator of record
22 and the teacher shall meet in the pre-evaluation confer-
23 ence and mutually agree to the elements upon which
24 the evaluation is to be based. These elements shall be
25 based upon the California Standards for the Teaching
26 Profession (see “Forms”) and include: 1) objectives
27 set for the specific lesson(s) to be observed, 2) means
28 for assessing whether these objectives were met, and
29 3) a review of how this lesson fits into the overall cur-
30 riculum.

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11.3.4.3.2.1 The bargaining unit member and the evaluator shall make a good faith attempt to reach mutual agreement on the member's goals and objectives. To the extent the evaluator and the bargaining unit member disagree, the evaluator shall state reasonable goals and objectives by which the member is to be evaluated. The bargaining unit member may specify his/her positions, in writing, to be attached to the Evaluation documents, including any constraints which the member believes inhibit his/her ability to meet the stated goals and objectives. Any dispute concerning the reasonableness of the goals and objectives stated by the evaluator may be grieved as provided in Article 13 of this Agreement.

11.3.4.3.2.2 The evaluator will notify the on-track bargaining unit member of the date and period when the formal observation will take place.

11.3.4.3.2.3 The summary letter shall be submitted to the bargaining unit member no more than 10 working days after the formal observation, unless an extension is mutually agreed to on the Evaluation Option Plan.

1 11.3.4.3.2.4 Upon receiving the formal observation
2 letter, the unit member will sign and date
3 it, acknowledging receipt of the docu-
4 ment. The unit member will be provided
5 the opportunity to attach a written re-
6 sponse that shall become part of the
7 permanent record.
8

9 11.3.4.4 All aspects of non-traditional or traditional evaluations, except for
10 the exit interview, must be completed by April 15 of any given
11 year unless mutually agreed to by the bargaining unit member and
12 the administrator of record. Any extension of these dates must be
13 made in writing on the Evaluation Option Plan not later than
14 April 15.
15

16 11.3.4.5 An exit interview will occur for each on-track permanent employee
17 not later than April 30 of the evaluation year, unless mutually
18 agreed to in writing on the Evaluation Option Plan.
19

20 11.3.4.6 The Evaluation Option Plan must be completed for all on-track
21 bargaining unit members, signed and dated by both the member
22 and the administrator of record, before the original is sent to the
23 Human Resources Office for placement in the personnel file.
24

25 11.3.4.7 At the exit interview, bargaining unit members must be told of
26 their status for the following year: off-track, on-track or on reme-
27 diation, or unsatisfactory track. If the unit member meets all of the
28 criteria in 11.3.1.1, his or her status for the following four (4) years
29 will be off-track, with the fifth year designated as on-track.
30
31

1 11.3.5 Placement on the Remediation Track

2
3 11.3.5.1 A permanent employee must have been on-track immediately prior
4 to being placed on remediation.

5
6 11.3.5.2 Prior to placing a permanent employee on remediation, the admin-
7 istrator of record must meet the following requirements:

8
9 11.3.5.2.1 The administrator of record must observe the perma-
10 nent teacher at least two (2) times in the first semester,
11 with no observation occurring within five (5) working
12 days of another observation.

13
14 11.3.5.2.2 The administrator of record must observe the perma-
15 nent teacher at least three (3) times in the second se-
16 mester, with no observation occurring within five (5)
17 working days of another observation.

18
19 11.3.5.2.3 All second semester observations must be completed
20 by April 15.

21
22 11.3.5.2.4 At the conclusion of each observation, and within five
23 (5) working days, a written communication identifying
24 both weaknesses and recommendations for correction
25 of these weaknesses shall be sent to the permanent
26 teacher.

27
28 11.3.5.2.5 A formal evaluation must be completed in each semes-
29 ter prior to the permanent teacher being placed on re-
30 mediation.

31

1 11.3.5.2.6 The second formal evaluation must be completed by
2 April 15 but not before March 1. This formal evalua-
3 tion must occur after the second semester observations
4 have been completed.

5
6 11.3.5.2.7 If the teacher is to be placed on remediation, the sec-
7 ond summary letter, completed within five (5) working
8 days of the formal evaluation, shall identify the perma-
9 nent teacher's performance as "unsatisfactory" and
10 "needing remediation."

11
12 11.3.5.2.8 At the permanent teacher's exit interview, the bargain-
13 ing unit member shall be notified of his/her status for
14 the following year as "on remediation."

15
16 11.3.5.2.9 If a permanent teacher is going to be placed on remedi-
17 ation, neither the administrator of record nor the bar-
18 gaining unit member may waive the timelines for
19 completion of the evaluation process during the on-
20 track year.

21
22 11.3.6 Remediation Year

23
24 11.3.6.1 A Remediation Plan must be completed by the administrator of
25 record, and the permanent teacher must be notified of the plan no
26 later than the fifth working day of the school year in which the bar-
27 gaining unit member will be on remediation.

28
29 11.3.6.1.1 The administrator of record will attempt to meet and
30 share the remediation plan with the permanent teacher
31 in person; however, should the bargaining unit member

1 11.3.6.4 By April 30 of the remediation year, the bargaining unit member
2 shall be placed on-track, on remediation or on the unsatisfactory
3 evaluation track for the following year. Such determination is
4 made by the administrator of record noted on the Remediation
5 Plan, filed with the Human Resources Office and placed in the bar-
6 gaining unit member's personnel file.

7
8 11.3.6.4.1 A permanent teacher who has successfully completed a
9 year of remediation, as identified by the administrator
10 of record on the Remediation Plan, shall be placed on-
11 track for the subsequent school year.

12
13 11.3.6.4.2 A permanent teacher who has been partially successful
14 during the remediation year, as identified by the ad-
15 ministrator of record on the Remediation Plan, shall be
16 placed on remediation for the subsequent year.

17
18 11.3.6.4.3 A permanent teacher, who has been unsuccessful dur-
19 ing the remediation year, as identified by the adminis-
20 trator of record on the Remediation Plan, shall be
21 placed on the "Unsatisfactory Evaluation Track."

22
23 11.3.6.5 If the permanent teacher who is on remediation is going to be
24 placed on the unsatisfactory evaluation track, the second semester
25 summary evaluation letter shall identify the bargaining unit mem-
26 ber's performance as "unsatisfactory."

27
28 11.3.7 Unsatisfactory Evaluation Track

29
30 11.3.7.1 The Board of Trustees shall receive the name and evaluation record
31 of any bargaining unit member placed on the unsatisfactory evalua-

1 tion track no later than the first Board of Trustees' meeting of the
2 new school year. The Board will approve the concerted efforts of
3 the site and district administration to either remediate or dismiss
4 the permanent teacher placed on the unsatisfactory evaluation
5 track.
6

7 11.3.7.2 Consistent with the Education Code, a permanent teacher on the
8 unsatisfactory evaluation track may find himself/herself facing
9 dismissal proceedings. At any point, the bargaining unit member
10 who shows a good faith effort at correcting the deficiencies may be
11 removed from the unsatisfactory evaluation track and placed on
12 remediation. Such determination shall be made at the discretion of
13 the District.
14

15 11.4 Non-Classroom Bargaining Unit Member Evaluations

16
17 11.4.1 The procedures for evaluation identified in sections 11.1 through 11.3 shall
18 apply to non-classroom bargaining unit members. However, it is acknowl-
19 edged that non-classroom bargaining unit members' evaluations shall be
20 based on their job descriptions and/or the job parameters established for
21 their assignments.
22

23 11.5 Grievance and Evaluation

24
25 11.5.1 Prior to an evaluation becoming part of the permanent record, the bargaining
26 unit member shall have the right to file a grievance on the procedure of the
27 evaluation. The summary letter, once the grievance is filed within the speci-
28 fied time limit, shall be maintained in the grievance file until the grievance
29 is resolved.
30

1 11.5.2 Filing a grievance on the procedure of the evaluation does not preclude the
2 administrator of record and district from continuing the evaluation process,
3 including placing a bargaining unit member on ~~the~~ remediation or unsatis-
4 factory track.

5
6 11.5.3 If the grievance is found in favor of the grievant at level 2 and by agreement
7 of the District, or at level 3, all documents involved in the evaluation pro-
8 cess shall be returned to the grievant. Should this ruling or decision occur
9 within the first semester, the bargaining unit member shall be placed on-
10 track for the remainder of the school year unless otherwise stipulated by an
11 arbitrator.

12
13 11.5.4 The bargaining unit member will have the right to use District Policy 4161
14 to seek redress on any concerns regarding the evaluations that are outside the
15 scope of the grievance procedure.

1 **Evaluation Article Terms and Definitions**

2
3 **Evaluation** – The process by which a bargaining unit member is evaluated by the ad-
4 ministrator of record.

5
6 **Formal Evaluation** – Any formal observation of at least one (1) full period by the ad-
7 ministrator of record, inclusive of all processes identified in section 11.3.4.2 of this Ar-
8 ticle.

9
10 **Observation** – Any observation of at least five (5) minutes, by the administrator of
11 record, of the bargaining unit member, in his/her teaching or equivalent assignment.

12
13 **Summary Letter of Evaluation** – A formal, written document that summarizes both
14 the formal evaluation and any other observations completed by the administrator of rec-
15 ord during an evaluation cycle.

16
17 **On-Track** – Placement of a permanent employee into the system of evaluation for a
18 given year.

19
20 **Off-Track** – Exemption of a permanent employee from the system of evaluation for a
21 given year.

22
23 **Administrator of Record** – The administrator responsible for evaluating a bargaining
24 unit member during a given year.

25
26 **Intake Interview** – A meeting between the administrator of record and on-track per-
27 manent employee(s), individually or in groups, at which the Evaluation Option Plan is
28 completed.

29
30 **Exit Interview** – A meeting between the administrator of record and on-track perma-
31 nent employee(s), individually or in groups, at which the bargaining unit member is in-
32 formed of his/her status for the following year and the Evaluation Option Plan form is
33 completed, signed and dated.

1 **Project-Based Evaluation** – Project-based evaluation may be based upon the participa-
2 tion of an individual teacher or a team of teachers in a project reasonably related to the
3 individual’s or team’s subject area or expertise. The completed project may be assessed
4 through observation and a review of all documents generated throughout the evaluation
5 period.

6
7 **Experiment-Based Evaluation** – Experiment-based evaluation may involve using new
8 methodologies, perhaps teaming with other teachers with a focus upon inter-
9 disciplinary instruction and the development of new lessons.

10
11 **Portfolio-Based Evaluation** – Portfolio-based evaluation may be based on the collec-
12 tion of “best lessons” or projects and activities utilized with the students for inclusion in
13 a portfolio. The completed project may be assessed through observations of some of
14 the “best practices” and a review of the final portfolio. The portfolio should be a com-
15 plete teacher’s guide to each of the lessons or projects included.

16
17 **Performance-Based Evaluation** – Performance-based evaluation may focus upon an
18 instructional unit consisting of at least five (5) lessons. The teacher will evaluate stu-
19 dent mastery of the unit objectives through performance or authentic assessment tech-
20 niques. The administrator of record will be invited to observe such demonstrations of
21 competence. Documentation created during this project may be made available to in-
22 terested staff.

23
24 **Evaluation Option Plan** – Form used to establish the on-track employee’s evaluation
25 plan for the year.

26
27 **Observation Feedback** – A written communication including comments by the admin-
28 istrator of record during a short period of observation. For a bargaining unit member
29 who is or may be placed on remediation, the comments must include both weaknesses
30 observed and recommendations for correction of these weaknesses.

31
32 **Remediation Plan** – A formal written plan identifying specific goals and objectives, as
33 well as timelines and activities that need to be met and completed in order for the bar-
34 gaining unit member on remediation to improve his/her performance as an educator.

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Instructional Rounds – See Article 32 – Professional Development

Day of School (Workday) – Any bargaining unit member’s mandatory working day (presently 182 workdays in a contractual year).

1 **ARTICLE 12**

2 **Personnel Files**

3 12.1 No materials other than standard record keeping material shall be placed in
4 a bargaining unit member's personnel files without first making a copy
5 available to the bargaining unit member (Education Code 44031). The
6 District shall provide a copy to the Association of any non-evaluative letter
7 placed in a member's file at the same time such letter is placed in the file.
8 The member shall have the right to opt out of this provision in writing.

9 12.2 Upon written authorization by the teacher, a representative of the Associa-
10 tion shall be permitted to examine and/or obtain copies, at the bargaining
11 unit member's expense, of materials in such teacher's personnel file. Said
12 bargaining unit member shall have the right to inspect any personnel files
13 pertaining to him/her at any time during business hours.

14 12.3 The person/persons who draft and/or place material in a teacher's person-
15 nel file shall sign the material and signify the date on which the material
16 was drafted.

17 12.4 Access to personnel files shall be limited to the members of the District
18 administration on a need-to-know basis. Board members may request the
19 review of a teacher's file at a duly constituted personnel session of the en-
20 tire Board. The contents of all personnel files shall be kept in the strictest
21 confidence.

22 12.5 The East Side Union High School District, in its employment relationship
23 with certificated bargaining unit members, shall in all respects continue to
24 abide by the collective bargaining agreement language as specified in this
25 Article. Further, it is noted by the District that each bargaining unit mem-
26 ber has specific statutory rights provided for and guaranteed by the Fifth
27 and Fourteenth Amendments to the Constitution, and by case law includ-
28 ing, but not limited to, *Skelly v. State Personnel Board* (1975), *Weingarten*
29 *v. NLRB* (1975), *Miller v. Chico* (1979), and Education Code 44031,
30 44663, 44664. It is further understood that these rights apply to all files,
31 including electronic files. The District further agrees to inservice adminis-

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trators annually on the above issues and to make clear that all personnel files are to be kept at the District Office only.

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ARTICLE 13

Grievance Procedure

3 13.1 A "grievance" is a formal written allegation by a bargaining unit member
4 or the Association acting on behalf of a named bargaining unit member(s)
5 that there has been a violation, misinterpretation or misapplication of the
6 specific provisions of this Agreement. Actions to change the policies of
7 the District or administrative regulations and procedures must be under-
8 taken under separate legal processes. Other matters for which a specific
9 method of review is provided by law, with exception noted below, are not
10 within the scope of this procedure.

11 13.1.1 Bargaining unit members with concerns or complaints outside
12 the terms of this Agreement have available District Policy 4161
13 which provides an opportunity for redress.

14 13.2 A grievance cannot be filed on, and this grievance procedure does not ap-
15 ply to, the content of evaluation of members of the unit, except for alleged
16 violation of procedural matters.

17 13.3 A "grievant" may be any bargaining unit member of the District covered
18 by the terms of this Agreement.

19 13.3.1 A group grievance is a grievance which involves the same or
20 similar factual situation and the same District management em-
21 ployee, provided the claim is signed or initialed by those in-
22 volved in the group grievance.

23 13.4 A "day" is any day in which the District Office is open for business. A
24 "school day" is any bargaining unit member's mandatory working day.

25 13.5 The "immediate supervisor" is the management person having jurisdiction
26 over the grievant as designated by the District.
27

1 13.6 Level 1

2 Within ten (10) school days after the occurrence of the act or omission giving
3 rise to the grievance, the grievant shall notify his/her immediate supervisor,
4 in writing, of his/her intent to file a grievance. After this written notification,
5 the parties have ten (10) days to resolve the issue. The parties are encouraged
6 to solve the issue informally, and if this is not successful, to have a formal
7 Level 1 meeting which will, at the grievant's request, include an Association
8 site representative and to which the Director of Human Resources may be
9 invited. Both parties shall make a good faith effort to resolve the issue at
10 this level. A grievance resolved at Level 1 may be recorded on the Problem
11 Resolution Form. If the issue is not resolved, the Grievance Form will be
12 completed in order to proceed to Level 2.

13 13.7 If a grievance arises from act or omission on the part of a member of
14 management at a level above the principal or immediate supervisor, the
15 grievant shall submit such grievance in writing to the person(s) designated
16 at the next highest level and the processing of such grievance will be
17 commenced at Level 2.

18 13.8 Level 2

19 If the grievant is not satisfied with the disposition of his/her grievance at
20 Level 1, he/she must, within five (5) school days (as documented by post-
21 mark or by e-mail date) of the conclusion of Level 1 present such grievance
22 to the Director of Human Resources. The grievance shall be agendized for
23 the Level 2 Grievance Panel review.

24 13.8.1 The Level 2 Grievance Panel, which shall be comprised of two
25 (2) Association members and two (2) certificated administrators, shall
26 meet the first Tuesday of each month, (October through May). All Level 2
27 grievances shall be handled during the month they are agendized.
28

29 13.8.2 No person who will be involved in the Level 3 process shall
30 participate on the Level 2 Panel.

1 13.8.3 Level 2 Committee: By the second week of school the Association
2 and District shall each compile a list of ten (10) people who
3 are qualified and willing to participate on the Level 2 Panels.
4 From this list and prior to the October panel hearing, the Association
5 President and Director of Human Resources shall assign
6 Panel members and alternates to particular hearing dates.

7 13.8.3.1 Training for Level 2 Committee Members: The
8 twenty (20) members of the Level 2 Committee
9 shall participate in a joint training process.

10 13.8.4 Level 2 Panel Reporting: At such time as the Panel makes a decision,
11 the Director of Human Resources and Association President shall be informed by the full panel of said decision. Within
12 five (5) days, the District shall deliver to the Association a written
13 response to the Level 2 findings.
14

15 13.9 Level 3

16 If the Association chooses to move the grievance to Level 3, the Association
17 shall notify the District of this determination, in writing, within ten
18 (10) days from receipt of the District's response to Level 2 findings. Following
19 such notification, the Association shall contact the appropriate arbitrating
20 body within five (5) days. The Association may request that the
21 District participate in State funded, non-binding mediation. If the Mediation
22 is not successful, the timelines for arbitration remain intact. The Association
23 may also request that the District participate in a Mediated Arbitration,
24 which would be binding on the parties. Should Mediated Arbitration
25 not be acceptable to the parties, the grievance will go to Arbitration
26 that would be binding on the parties.

27 13.9.1 Should the grievance be submitted to Level 3, none of the paperwork
28 submitted at Level 2 shall be used in the positions forwarded either by the District or the Association.
29

30 13.9.2 The Association and the District shall attempt to agree upon an
31 arbitrator. If no agreement can be reached, they shall request the
32 State Conciliation Service or American Arbitration Association

1 to supply a list of five (5) names of persons experienced in hear-
2 ing grievances in public schools. Each party shall alternately
3 strike a name until only one (1) name remains. The remaining
4 name on the list shall be the arbitrator. The Association shall
5 strike the first name. The hearing shall be conducted under the
6 rules of the American Arbitration Association in effect at the
7 time of the Arbitration. The fees and expenses of the arbitrator
8 and the hearing shall be borne equally by the District and the
9 Association. All other expenses shall be borne by the party in-
10 ccurring them. The arbitrator shall, as soon as possible, hear evi-
11 dence and render a decision on the issue or issues submitted to
12 him/her. If the parties cannot agree upon a submission state-
13 ment, the arbitrator shall determine the issues by referring to the
14 written grievance and the answers thereto at each step. The ar-
15 bitrator will have no power to add to, subtract from or modify
16 the terms of this Agreement or the written policies, rules, regu-
17 lations and procedures of the District. After a hearing and after
18 both parties have had an opportunity to make written arguments,
19 the arbitrator shall submit in writing to all parties his/her find-
20 ings and recommendations which shall be final and binding.

21 13.10 Reporting to the Board of Trustees: A bi-monthly report, jointly compiled
22 by the District and the Association, shall be made to the Board of Trustees
23 reviewing the status of grievances. This report shall be accepted at the
24 open session of the Board and may include discussion as an agendaed re-
25 port.

26 13.11 The Association will notify the District annually of its designated griev-
27 ance representatives who will receive time off from duties for the pro-
28 cessing of grievances past Level 1.

29 13.11.1 Whenever possible, the designated representative shall inform
30 his/her immediate supervisor at least twenty-four (24) hours pri-
31 or to his/her release from duties for grievance processing. Such
32 time off shall be limited solely to representing a grievant in a
33 conference with a management person, beyond Level 1, and

1 does not include use of time for matters such as gathering in-
2 formation, interviewing witnesses, or preparing a presentation.

3 13.12 If a grievance is not resolved by the end of the school year, and the
4 grievant is unable to carry it through the vacation period, it shall be con-
5 tinued to the next contractual year. Upon resumption of the procedure, the
6 time limits as agreed to in the grievance procedure shall be adhered to.

7 13.13 Should a grievance not be resolved by the end of the terminating dates of
8 the contract, the grievance procedure as set forth in this Agreement shall
9 remain in effect until resolution of said grievance.

10 13.14 The District's records dealing exclusively with the filing and processing of
11 a grievance shall be maintained separately from the grievant's personnel
12 file.

13 13.15 All records used in this grievance procedure which may come from per-
14 sonnel file(s) maintained by the District will be returned to those files
15 without indication that they had been used in this grievance procedure.

16 13.16 The Association as the Exclusive Representative reserves its Rodda Act
17 rights to represent named bargaining unit member(s), at the request of the
18 grievant(s), at any or all levels of the grievance process.
19

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ARTICLE 14

Hours

3 14.1 The bargaining unit member’s regular workday is seven (7) hours, exclu-
4 sive of a duty-free lunch. A bargaining unit member’s workday begins 15
5 minutes before the unit member’s first assigned period and ends 7.5 hours
6 later, which includes at least 15 minutes after the unit member’s last as-
7 signed period. The assigned workday includes assigned periods, a prepa-
8 ration period and may include case management/resource period(s), col-
9 laboration/professional development sessions, testing sessions, and other
10 special schedules. In no event shall a bargaining unit member's workday
11 exceed seven (7) hours exclusive of a duty-free lunch. When a school is
12 operating on a finals schedule, a bargaining unit member’s workday will
13 consist of assigned periods, including prep period, and fifteen (15) minutes
14 before their first period and fifteen (15) minutes after their last period. On
15 days when bargaining unit members are scheduled to work but the pupils
16 are not scheduled to be present, the workday shall be the same length as
17 indicated above for all bargaining unit members, with exceptions noted in
18 14.1.1. Exceptions to shorten workday(s) may be made only by the Super-
19 intendent or designee.

20 14.1.1 Those bargaining unit members, such as psychologists, nurses,
21 speech therapists, etc., who are not held to supervision as desig-
22 nated in 14.2, will be at their assigned work stations for 7.5
23 hours, exclusive of a duty-free lunch.

24 14.1.2 Effort shall be made between the parties to create consecutive
25 periods of teaching assignments for full time bargaining unit
26 members who request part time status. Should the schedule be
27 unable to accommodate such consecutive scheduling, the admin-
28 istrator will offer the bargaining unit member a full time as-
29 signment.

1 14.2 In addition to the workday indicated in 14.1 above, full-time bargaining
2 unit members shall participate in other duties for a maximum total of
3 twenty-five (25) hours, which shall include, but not be limited to: activities
4 supervision, mandatory back-to-school night, site and District meetings,
5 department meetings, IEP meetings which cannot be scheduled during the
6 workday and other assignments consistent with the Education Code and
7 the policies and regulations of the District.

8 14.2.1 Part time bargaining unit members may be assigned supervision
9 for a percentage maximum consistent with their employment
10 status. Back-to-school night shall be a mandatory part of the as-
11 signed supervision hours.

12 14.2.2 Bargaining unit members and their immediate supervisors may
13 develop a modified supervision plan, which defines their super-
14 vision responsibilities for a given school year. Such responsibil-
15 ities may include use of the bargaining unit member's duty free
16 lunch, preparation time, and time immediately before or after
17 school. Participation by the bargaining unit member in such a
18 modified supervision schedule shall be voluntary.

19 14.3 All bargaining unit members shall be entitled to a duty-free lunch period
20 of at least thirty (30) minutes duration and at the same time as the lunch
21 period established for students. At the beginning of the school year, the
22 site administrator may assign some non-classroom bargaining unit mem-
23 bers, such as librarians, counselors or advisors, a lunch period at a time be-
24 fore or after the students' lunch period.

25 14.4 The number of scheduled workdays for bargaining unit members shall be
26 one hundred eighty-two (182), with the exception of positions listed in
27 Appendix C, Stipend Addendum for whom the work year is 192 days, and
28 Children's Center Instructors.

29 14.5 Flexible Schedule

30 This provision does not apply to advisors, counselors, or librarians.

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14.5.1 The intent of this provision is to provide flexibility for bargaining unit members whose primary work assignments involve supporting instruction. The adjustments to the work calendar made under this provision are for the purposes of conducting professional development.

14.5.1.2 To accommodate responsibilities that must be performed outside of the defined work year non-classroom bargaining unit members will submit a work calendar by July 1 of each year. All contractual days must be completed during the fiscal year (July 1 through June 30). The work calendar is subject to approval by the immediate supervisor. The employee may exchange regular work school days for days outside the regular school year. The calendar is subject to change based on mutual agreement.

14.5.1.3 Non-classroom bargaining unit members may adjust their work day within a specific work week, Monday through Sunday, with the approval of the immediate supervisor, to accommodate responsibilities that must be performed outside of the work week, such as evening or Saturday professional development.

14.5.2 Subject to approval of the immediate supervisor, bargaining unit members who are released at least 40% may adjust their work day in order to accommodate responsibilities that must be performed outside the standard work day. Adjustments in the work day must not impact instructional assignments.

14.5.3 Adjustments in the work schedule are in lieu of any additional compensation.

1 14.5.4 If a member utilizes this provision to adjust their work calendar,
2 and cannot report on the alternative day due to unforeseen cir-
3 cumstance, appropriate leave will be deducted from the bargain-
4 ing unit member.

5 14.6 All full time bargaining unit members for whom the high school principal
6 is the immediate supervisor shall have a preparation period. The bargain-
7 ing unit member's preparation period is intended to be used for profes-
8 sional purposes which may include but not be limited to the preparation of
9 lessons, meetings with students, or carrying out other duties as assigned by
10 the principal or designee when the need arises. Payment at the resident
11 substitute rate will be paid to bargaining unit members who are assigned to
12 supervise students during their preparation period.

13 14.6.1 All part time bargaining unit members shall be available for
14 such duties and responsibilities as are identified in 14.6 propor-
15 tionate to the percentage of their employment. Specific prepara-
16 tion hours and availability shall be agreed upon by the part time
17 employee and his/her supervisor at the start of the semester in
18 which the part time status begins. Should no agreement occur,
19 the part time person will be available for a percentage of his/her
20 preparation time during one (1) established period.

21 14.7 Bargaining unit members who are assigned to more than two (2) prepara-
22 tions for the ensuing year shall be notified by the Principal or designee(s)
23 as to the reason for said assignment prior to making the assignment. For
24 the purposes of this section, bilingual and sheltered courses constitute sep-
25 arate preparations. Combined courses taught during one (1) period are
26 considered a single preparation. A preparation is a block of time with stu-
27 dents for which one or more of the following holds:

- 28 • The bargaining unit member is responsible for reporting attendance.
- 29 • The bargaining unit member is required to give grades.
- 30 • The bargaining unit member cannot exclude a student without fol-
31 low-up paperwork.

- 1 14.7.1 The District shall make every effort to assign bargaining unit
2 members no more than three (3) preparations unless agreed to
3 by the member and in consultation with the ESTA Building
4 President.

- 5 14.8 The District and the Association agree to find a means by which they can
6 provide certificated librarian services for each site excluding on-site con-
7 tinuation schools.

- 8 14.9 All teachers shall be notified of their tentative assignment for the ensuing
9 school year on or before July 1. In departments with declining enroll-
10 ment/staff, such notice may be "unassigned-pending staff determination."
11 If any known changes should occur after July 1, the affected teachers shall
12 be re-notified as to such changes as soon as possible.

- 13 14.10 Recognizing that teacher attendance is important to the continuity of in-
14 struction, the district will make every effort to conduct required workshops
15 during special schedules or inservice days.

- 16 14.11 The District will make every effort to hire a new teacher whenever the
17 need in a subject area at one (1) site reaches a .60 FTE. Should a suitable
18 candidate not be available, sixth (6th) period assignments will first be of-
19 fered to properly credentialed permanent teachers. If it becomes necessary
20 to offer the position to a temporary or probationary teacher, an ESTA rep-
21 resentative will be involved in the process.

- 22 14.12 Department chairpersons shall be confirmed by a simple majority vote of
23 all members within a department at each site. The principal will submit
24 one (1) name (or more in the event of co-chairs) for a yes or no vote by the
25 members of the department. Should a majority of the department mem-
26 bers vote no, the principal shall submit one (1) new name (or more in the
27 event of co-chairs) and proceed with the same voting process. If the vote
28 results in a tie, the principal may cast the tie-breaking vote. The voting
29 shall be by secret ballot. Voting shall be monitored by the site principal
30 and an ESTA representative. Submission of names and voting shall con-
31 tinue until the selection is successful.

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- 14.12.1 The selection will be held every two (2) years on even-numbered years. The selection will follow the process outlined in 14.11. This selection process shall occur between April 15 and April 30 of those even-numbered years, and the transition shall become effective July 1 of those years.
- 14.12.2 Any department chair position that becomes open will be filled using the process outlined in 14.11 above.
- 14.12.3 Members have the right to vote in each department to which they are assigned.

1 **ARTICLE 15**

2 **Class Size**

3 15.1 The maximum department class sizes by school will be as follows:

<u>Department</u>	<u>Class Size</u>
Art.....	29
Business Education.....	29
English.....	30
World Language	29
Home Economics Careers & Technology.....	29
Career Technical Education.....	29
Mathematics.....	32
Performing Arts	30
• Band, Choir, Drama excepted	
Physical Education.....	42
Reading	
• Improvement & Development.....	20
• Other, Non-Remedial	30
Safety Education, HCD, Health Education, Freshman Orientation, State Requirements/ Driver’s Education	32
Science.....	32
Social Science.....	32

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In addition, the maximum size of the following classes shall be:

ELL

LA 1, LA 2.....20

LA 3, Reading 3.....25

Bilingual/Sheltered25

Magnet and special programs not listed above should use the class size of the subject area that sponsored the class. *****Article 15.1 suspended for 2015-2016 and reinstated for 2016-2017*****

1) For the 2015-2016 school year, increase class size maximum by one (1) student in all subject areas at all sties in all comprehensive and alternative settings. The District will make every effort to ensure that no single class will be over-enrolled by more than one (1) student. All over-enrollments will be resolved by the joint Class Size Committee.

Compensation will occur, per article 15.11.

15.1.1 The intent of the District is to reduce the class size in Science from 32 to 30. The District and the Association agree to study options for funding and facility use to further this goal.

15.2 Every effort should be made at and between schools to bring all individual class enrollments as close as possible to the department maximums listed above. The parties agree that failure to meet the “every effort” standard by the 17th workday leads to unnecessary disruptions in the educational process, and an increased workload on teachers, counselors, and classified staff and administrators. The parties agree that the “every effort” standard outlined and refined in the succession of previous Arbitrators’ Awards, and the requirement of the Collective Bargaining Agreement to bring all individual class enrollments as close as possible to the department maximums listed in section 15.1, are met by a series of actions. Among the series of actions, mutually agreed to by the District and the Association, are what follows below and further detailed in Appendix K.

1 15.2.1 A Class Size Committee shall be constituted immediately prior to
2 the beginning of each semester. The Committee shall have four
3 members chosen by the Association President and three members
4 chosen by the Superintendent/designee, plus record keepers as ap-
5 propriate. This Committee shall meet on workdays five (5), ten
6 (10), fifteen (15), and eighteen (18), or as close as possible to these
7 four dates. The meeting dates and times shall be set prior to the
8 first meeting and shall as nearly as possible accommodate the
9 scheduling needs of the parties.

10 15.2.2 *School sites shall create a new course section of any course in*
11 *each case in which the total number of students enrolled in that*
12 *course at that site exceeds one half (1/2) of the departmental max-*
13 *imums listed in Section 15.1 of the Collective Bargaining Agree-*
14 *ment.*

15 (a) *Any exception to this requirement shall require written mutu-*
16 *al agreement of the District and the Association President.*

17 (b) *Site curricular initiatives such as “academies,” “interest*
18 *pathways,” “small learning communities,” and “magnets,”*
19 *which may have minimally different computer course codes*
20 *to be differentiated from one another on a site’s master*
21 *schedule, but which do not have different class size maxi-*
22 *mums, shall not be disaggregated to eliminate the require-*
23 *ment to adhere to the “every effort” standard.*

24 (c) *Creation of new sections shall occur no later than three*
25 *business days following the meeting of the Class Size Com-*
26 *mittee which documents their need.*

27 *****Article 15.2.2 suspended for 2015-2016 and reinstated for***
28 ***2016-2017*****

29 15.2.3 The completion of all class size balancing according to the “every
30 effort” standard shall occur by the end of the seventeenth (17th) day
31 of school each semester and continue thereafter for the remainder
32 of the semester. The District agrees to continue to open new class

1 sections as needed during each semester of the current school year,
2 pursuant to paragraph 15.2.2 above, unless rationale can be pre-
3 sented which is acceptable to the Association President that the
4 opening of such new sections would either not ameliorate the prob-
5 lem or cause significant harmful disruptions in the schedules of
6 students.

7 15.3 As soon as possible in July of each year, the District and the Association
8 shall agree upon the choice of an arbitrator to be used should an expedited
9 arbitration as described in section 15.4 become necessary. A date will be
10 agreed to which falls as close as possible to the twenty-fifth (25th) day of
11 the beginning of the first semester for the appearance of the arbitrator.

12 15.4 Before the seventeenth (17th) day of each semester, the District and the As-
13 sociation shall meet at the District Office or other mutually acceptable lo-
14 cation to review current class size loads at every site. Agreement shall be
15 reached about possible solutions for solving overages. These solutions
16 shall be formally transmitted to every site within one (1) day, with a copy
17 provided to the Association. The Associate Principal (APED) at each site
18 shall respond to each proposed solution, with a copy provided to the Asso-
19 ciation. By the end of the twenty-first (21st) day of each semester, a review
20 of the current master schedule by these same parties shall either yield
21 agreement that compliance has been met, or, in the case of a disagreement,
22 the grievance(s) relative to class size will be consolidated and heard ac-
23 cording to the following “expedited” arbitration.

24 Procedure:

25 15.4.1 The Association shall contact the arbitrator to confirm the hear-
26 ing date.

27 15.4.2 The hearing will be transcribed and the parties will be permitted
28 to submit pre-hearing or post-hearing briefs to the arbitrator,
29 provided a copy is simultaneously served on the representative
30 of the other party.

31 15.4.3 The award, if any, of the arbitrator shall be binding on both par-
32 ties.

- 1 15.4.4 If a hearing is called to resolve first semester issues, the arbitra-
2 tor shall retain jurisdiction in Article 15 matters through the re-
3 mainder of the school year. A date shall be set for the arbitra-
4 tor's reappearance as close as possible to the twenty-second
5 (22nd) day of the second semester. Costs of subsequent hearings
6 with the arbitrator will be allocated according to the agreement
7 in section 15.5.
- 8 15.4.5 Any of the above timelines may be extended by mutual written
9 agreement.
- 10 15.5 The cost of the arbitration, except for representation fees, will be shared
11 equally by the parties. Any of the above timelines may be extended by
12 mutual written agreement.
- 13 15.6 If the Association cancels the arbitration, it will bear the Arbitrator's can-
14 cellation cost.
- 15 15.7 The Board of Trustees, following prior notification and concurrence of the
16 Association President, reserves the right to exceed maximums in section
17 15.1 under exceptional circumstances (qualified certification of financial
18 reports indicating fiscal distress of the District or a catastrophic event that
19 significantly reduces physical capacity and/or certificated staff). The As-
20 sociation President agrees not to withhold or place conditions on concur-
21 rence unreasonably.
- 22 15.7.1 If this right is invoked, the remaining parts of the Article
23 remain intact.
- 24 15.7.2 The District will take into consideration students with special
25 needs, English Language Learners and other specialized pro-
26 grams.
- 27 15.8 If two (2) or more teachers from different departments voluntarily choose
28 to pair or tandem teach, the maximum class size will be the average of the
29 class size limits for those departments and will not affect class limits for
30 other classes in those departments.

1 15.9 If a teacher voluntarily accepts an instructional aide, the class size limit
2 will be increased by five (5). The administration reserves the right to as-
3 sign an instructional aide to a teacher; should this occur, the class size lim-
4 it will not be affected.

5 15.10 On a voluntary basis, bargaining unit members may agree to teach six (6)
6 periods during one (1) semester and four (4) periods in the other semester.
7 A part-time bargaining unit member may teach more sections during one
8 (1) semester than the other. A full-time assignment is ten (10) periods per
9 school year.

10 15.11 Compensation Payments

11 The District shall begin calculating class size overage payments on the
12 eighteenth (18th) workday of either semester when class size maximums
13 are exceeded. The amounts shall include all students in excess of the max-
14 imums listed in Article section 15.1 at the rate of \$1 for each student per
15 each day. Compensation will be computed daily, reported weekly and paid
16 at the end of each semester.

17 15.11.1 If team teaching or other forms of large group instruction are uti-
18 lized, those classes will not generate compensation pursuant to this
19 Article.

20 15.12 The department maximums cited in 15.1 may be exceeded if all the mem-
21 bers of a department agree in writing to waive the maximums or if a teach-
22 er and the Association agree in writing to waive the maximum. Such
23 waivers shall be made on a timely basis. The Association agrees not to
24 withhold such waivers unreasonably. These exceptions shall not be in-
25 cluded in the computation of department maximums or compensation.

26 15.12.1 The voluntary signing of class size waivers by teachers at a par-
27 ticular school and the accompanying signature of the Association
28 President may negate the requirement to create new sections pur-
29 suant to paragraph 15.2.2.

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15.12.2 Only class size waivers voluntarily executed and recorded by the end of the 17th workday of each semester shall affect the District's requirement to make class size overage payments and/or continue to make every effort at or between schools to bring all individual class enrollments as close as possible to the department maximums listed above.

15.12.3 An "unwaived" class section shall be defined in this agreement as a class section for which no valid class size waiver has been signed by the teacher of record and the Association President.

15.12.4 When the total number of students in a particular course does not require opening a new section, and yet there exist some unwaived class sections of that course with enrollments over the departmental maximums as given in section 15.1 of the CBA, the site shall continue to adhere to the "every effort" standard whether directed by the Class Size Committee or not.

15.12.5 All instances, in which the making of every effort does not result in balanced classes, shall be reported on a case by case basis in a written document by the site administration to the Superintendent/designee and the Association President.

15.13 When students are assigned to a counselor, the maximum number of students assigned to each counselor will be 435.

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ARTICLE 16

Permit Teachers

16.1 Notwithstanding any provision of this Agreement to the contrary, permit teachers in the bargaining unit will receive the rights, benefits, and restrictions consistent with the Education Code sections that apply to such teachers.

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ARTICLE 17

Safety Conditions of Employment

3 17.1 Pursuant to section 49079 of the Education Code, the District shall inform,
4 in writing, bargaining unit members of a pupil who has engaged in, or is
5 reasonably suspected of engaging in a suspendable or expellable act listed
6 in section 48900 of the Education Code. Such notification shall be prior to
7 the student’s return to class in the case of suspension or enrollment in a
8 new site in the case of expulsion. A written description of the rights and
9 duties of all administrators and teachers with respect to student discipline,
10 including the use of corporal punishment and the rights of the suspended
11 students, shall be included in the District’s insert in the bargaining unit
12 member’s faculty handbook.

13 17.2 When, in the judgment of the bargaining unit member, a student requires
14 the attention of the principal, assistant principal, counselor, psychologist,
15 physician, or other specialist, or the safety conditions of the classroom or
16 facilities require such attention, the bargaining unit member shall so in-
17 form the principal or immediate supervisor who shall immediately arrange
18 reasonable steps for resolution as soon as possible.

19 17.2.1 If resolution is not reached at the site regarding safety condi-
20 tions, bargaining unit members may refer such concerns to the
21 District/ESTA Problem Solving Committee, which may include
22 the Superintendent and/or designee, Cabinet, ESTA President,
23 ESTA Grievance Chairperson and ESTA Bargaining Chairper-
24 son. The ESTA President or designee will report the results of
25 the problem solving discussion to the bargaining unit member.

26 17.3 Teachers shall immediately report cases of battery, which they have suf-
27 fered in connection with their employment to their principal or other im-
28 mediate supervisor who shall immediately report the incident to the police.

1 17.4 Examinations for tuberculosis will be required of bargaining unit members
2 every four (4) years.

3 17.4.1 The District shall notify bargaining unit members in writing at
4 least three (3) months prior to the expiration of their TB certifi-
5 cation. Bargaining unit members who have not met this certifi-
6 cation requirement by their expiration date shall be warned in
7 writing and given ten (10) working days to meet this require-
8 ment. Upon expiration of ten (10) days, if this requirement is
9 still not met, the Director of Human Resources shall enter a let-
10 ter of reprimand in the bargaining unit member's file.

11 17.5 In an environment where students are expected to display an identification
12 badge, the District and the Association recognize the need to be able to
13 readily identify any person on any campus or the District Office who is a
14 District employee or legitimate visitor. To this end, bargaining unit mem-
15 bers agree to wear or carry an appropriate identification badge and produce
16 it when requested.

17 17.5.1 The badge will contain a picture of the employee, the employee's
18 name, title and work site. The District agrees to provide the badg-
19 ing service at no cost to the employee and the employee agrees to
20 wear or carry the badge while in the performance of district-related
21 duties. The Association understands that the wearing or carrying
22 of the identification badge is mandatory, and repeated failure to
23 wear or carry the badge may result in disciplinary action up to and
24 including placing a letter in the bargaining unit member's person-
25 nel file. Repeated failure to wear or carry the badge will not be
26 construed as insubordinate or unprofessional conduct.

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17.6 Only qualified and trained personnel shall provide and conduct necessary specialized health care procedures to high school students, including, but not limited to: dispensing medication, catheterizations, crede, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding and draining. It shall not be expected that classroom teachers will perform these duties.

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ARTICLE 18

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Teaching Conditions

3 18.1 When District/school finances (as determined by appropriate administra-
4 tion) allow, the bargaining unit member will be provided with the neces-
5 sary materials he/she will need to meet the educational goals of the Dis-
6 trict. Such materials should include, but not be limited to, a filing cabinet
7 and desk located either in an office or classroom to which the bargaining
8 unit member has reasonable access during the day and reasonable access to
9 reprographics, clean restrooms, mailbox areas, electronic mail and
10 voicemail. Bargaining unit members shall activate and access their Dis-
11 trict electronic mail account daily during a work day. Each bargaining unit
12 member will be expected to communicate with parents using a method
13 such as online tools, Teleparent, email, phone, or written communication.
14 Bargaining unit members will provide parents and students access to an
15 online gradebook, and grades will be updated regularly throughout each
16 grading period.

17 18.2 Whenever possible, a bargaining unit member will not have more than two
18 (2) rooms and not more than two (2) moves in a day. If this is not possi-
19 ble, the bargaining unit member may examine the room assignments and
20 make recommendations to the immediate supervisor.

21 18.3 Grades are due no earlier than the end of the second school day after the
22 close of each grading period except for the first semester when final grades
23 are due no earlier than the end of the third school day after the closing of
24 the grading period. The second semester final grades are due at the end of
25 the last teacher workday, except for senior failing grades which may be re-
26 quired earlier.

27 18.4 By October 1 of each school year, each principal shall establish a site-
28 based decision making team. The purview of this team shall include, but
29 not be limited to, substantive modifications, changes, alterations, or termi-
30 nation of local school policies, practices and procedures which may impact
31 bargaining members' teaching conditions. Their duties may also include

1 researching and studying options for school improvement and developing
2 restructuring processes. Examples include development of smaller learn-
3 ing communities, sustained silent reading programs or the development of
4 academic programs that have an effect beyond the department. The Asso-
5 ciation's building president or designee shall hold a seat on this commit-
6 tee. The committee shall be solely responsible for its internal organization
7 and procedures.

8 18.4.1 In order to meet the requirements of this section, site-based de-
9 cision making teams shall be selected by one (1) of the two (2)
10 following procedures:

11 18.4.1.1 The committee shall consist of the librarian,
12 head counselor and department chairpersons se-
13 lected according to the provisions of section
14 14.11 of this Agreement.

15 18.4.1.2 Committee members must be elected based on a
16 democratic vote by all bargaining unit members
17 at the site. Term shall be two (2) years.

18 18.4.2 The committee shall be comprised of at least five (5) bargaining
19 unit members and shall be at a ratio of at least five (5) bargain-
20 ing unit members to two (2) administrators.

21 18.4.3 The site principal shall be designated as the chairperson of the
22 committee unless the principal agrees to relinquish the chair.
23 Reports of the meetings of this group shall be made available to
24 all site bargaining unit members.

25 18.4.4 Any issue that would alter the contractual agreement must fol-
26 low the process established in Appendix H.

27 18.5 Whenever a volunteer is assigned to a bargaining unit member, it shall be
28 done after consultation with the bargaining unit member. Prior to the bar-
29 gaining unit member's acceptance of a volunteer, the District's Human Re-
30 sources Office shall verify that the volunteer is authorized.

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18.6 Academic Freedom

It is recognized and agreed that the welfare of students is served through the introduction, study and open exchange of controversial issues of local, regional, State, national or international nature which have political, economic or social significance.

18.7 Personal Freedom

The bargaining unit member is entitled to full constitutional rights of citizenship, and the bargaining unit member's religious or political activities are not grounds for discipline or discrimination with respect to the bargaining unit member's professional employment, as long as he/she does not violate any local, State or Federal Law.

1 **ARTICLE 19**

2 **Part-Time Employment and Full-Time**

3 **Retirement Benefits**

4 19.1 In accordance with Education Code Section 44922, certificated employees
5 may reduce their workload from full-time to part-time duties with retire-
6 ment benefits based on full-time employment, subject to the following
7 regulations and procedures.

8 19.1.1 The option of part-time employment must be exercised at the
9 request of the bargaining unit member only and with the agree-
10 ment of the District.

11 19.1.1.1 It can be revoked only with the mutual consent
12 of the bargaining unit member and the District.

13 19.1.2 The bargaining unit member must have been employed in the
14 District full-time in positions requiring certification for at least
15 ten (10) years of which the immediately preceding five (5) years
16 were full-time employment.

17 19.1.3 The bargaining unit member must be at least 55 years of age and
18 be no older than the maximum age allowed by law.

19 19.1.4 The minimum part-time employment shall be the equivalent of
20 one-half (1/2) of the number of days of service required by the
21 bargaining unit member's contract of employment during the
22 bargaining unit member's final year of service in a full-time po-
23 sition.

24 19.1.5 The bargaining unit member shall be paid a salary which is the
25 pro-rata share of the salary the bargaining unit member would be
26 earning had the bargaining unit member not elected to exercise
27 the option of part-time employment. Pay for additional instruc-
28 tional responsibilities as listed in Appendix C of this Agreement
29 shall be given only if the duties are actually performed.

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19.1.5.1 The bargaining unit member shall retain all other rights and benefits for which the bargaining unit member makes the payments that would be required if the bargaining unit member remained in full-time employment.

19.1.5.2 The bargaining unit member shall receive health benefits as provided other full-time employees by the District and by law.

19.1.6 The District and the bargaining unit member will make the contribution to the State Teachers Retirement System required by full-time employees.

19.1.7 STRS regulations shall be followed.

19.1.8 Personal illness and injury leave shall vary directly to the proportion of full-time employment.

19.1.9 Bargaining unit members wishing to participate in the program shall apply by letter to the Director of Human Resources, with a copy to their principal or immediate supervisor, no later than February 28 of the preceding year.

19.1.9.1 Mutual acceptance of the program, by the District and the bargaining unit member, shall be accomplished by March 31 of the same year.

19.1.10 After the bargaining unit member has accepted the assignment, either the bargaining unit member or the District may revoke the Agreement if such revocation is done within ten (10) working days of acceptance. Working days are days which the District office is open for business.

19.1.10.1 If a bargaining unit member wishes to terminate the agreement after that period, return to full

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employment shall be at the option of the District.

19.1.11 Bargaining unit members who elect to retire under provision of this section shall be considered for consultant work by the District.

19.2 This District agrees to implement Education Code Section 22726 and Section 44929, and appropriate regulations (AB 960--Hughes) for bargaining unit members who wish to retire and meet the eligibility requirements of those provisions.

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ARTICLE 20

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Savings Provisions

3 20.1 If any provisions of this Agreement are held to be contrary to law by a
4 court of competent jurisdiction, such provisions will not be deemed valid
5 and subsisting except to the extent permitted by law, but all other provi-
6 sions will continue in full force and effect.

7 20.2 Should a provision or application be deemed invalid, as described in 20.1
8 above, the parties shall meet not later than ten (10) days after such court
9 decision to re-negotiate the provision or provisions affected.
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ARTICLE 21

No Strike, No Lockout

3 21.1 The Association and the District agree that differences between the parties
4 hereto shall be settled by peaceful means as provided in this Agreement.
5 During the terms of this Agreement, the Association, in consideration of
6 the terms and conditions of this Agreement, will not engage in, instigate,
7 or condone any strike, work stoppage or any concerted refusal to perform
8 work duties, as required in this Agreement, and will undertake to exert its
9 best efforts to discourage any such acts by any employees in the bargaining
10 unit. During the term of this Agreement, the District, in consideration of
11 the terms and conditions of this Agreement, will not authorize any lockout
12 of Association members or other persons covered by this Agreement.
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ARTICLE 22

Support of Agreement

22.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through meet and negotiation and grievance processes. Therefore, it is agreed that the District and the Association will support this Agreement for its term and only by mutual agreement and through designated representatives shall either party seek change or improvement in any matter subject to the meet and negotiation process.

ARTICLE 23

Effect of Agreement

23.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State Law to the extent permitted by State Law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District. The District shall not preclude consultation on matters that have traditionally been the subject of professional involvement by bargaining unit members.

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ARTICLE 24

Completion of Negotiations

3 24.1 The terms and conditions set forth in this Agreement represent the full and
4 complete understanding between the parties hereto. The terms and condi-
5 tions may be altered, changed, added to, deleted from, or modified only
6 through the voluntary, mutual consent of the parties in a written amend-
7 ment executed according to the provisions of this Agreement. This
8 Agreement terminates and supersedes those past practices, agreements,
9 procedures, traditions, and rules or regulations inconsistent with any mat-
10 ters covered herein. The parties agree that during the negotiations which
11 culminated in this Agreement, each party enjoyed and exercised without
12 restraint, coercion, intimidation, or other limitation, the right and oppor-
13 tunity to make demands and proposals or counterproposals with respect to
14 any matter not reserved by policy or law from compromise through negoti-
15 ations and that the understandings and agreements arrived at after the ex-
16 ercise of that right and opportunity are set forth herein. No further nego-
17 tiations shall take place on any item within the scope of bargaining during
18 the term of this Agreement except as specifically authorized herein.
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ARTICLE 25

Term

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25.1 This Agreement shall remain in full force and effect up to and including July 31, 2018, and thereafter shall continue in effect year by year unless one (1) of the parties notifies the other, in writing, no later than March 15, 2018, of its request to modify, amend or terminate the Agreement.

25.2 On or before April 1, 2016, both parties shall meet and negotiate in good faith. Any agreement reached between the parties shall be reduced to writing and signed by them.

1 **ARTICLE 26**

2 **Compensation and Benefits**

3 26.1 The salary schedule for all bargaining unit members, except Children's
4 Center Instructors, is set forth in Appendix A.

5 26.1.1 The salary schedule for Children's Center Instructors is set forth
6 in Appendix D.

7 26.2 Teachers who serve for one (1) full school semester shall not receive less
8 than one-half (1/2) the annual salary for their position on the salary sched-
9 ular (Education Code 45041).

10 26.3 The payroll period shall be defined as monthly beginning with August,
11 with the exception of Children's Center Instructors. Bargaining unit mem-
12 bers shall have the option of receiving their salary on either a ten (10) or
13 twelve (12) month plan.

14 26.4 The pay of any part-time teaching position will be the product of the num-
15 ber of teaching periods per day of the bargaining unit member times one-
16 fifth (1/5) of the bargaining unit member's pay as placed on the teacher's
17 salary schedule.

18 26.5 Bargaining unit members who qualify and are authorized by the District to
19 perform service will be compensated pursuant to extra-duty categories and
20 amounts listed in Appendix B.

21 26.6 In the event a bargaining unit member volunteers and is assigned an extra
22 period, compensation will be at the rate indicated in Appendix B.

23 26.7 Resident substitutes shall be compensated at the rate indicated in Appen-
24 dix B.

25 26.8 Bargaining unit members who qualify and perform service will be com-
26 pensated by hourly pay in the categories and amounts indicated in Appen-
27 dix B.

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26.9 Funds, when available as determined by the Board, shall be allocated for summer school counseling to serve incoming ninth grade students, other students new to the District and to perform activities needed to meet the various needs of senior students.

26.10 Bargaining unit members who are required by the District to use their personal automobiles in the performance of regular duties and who have received prior approval from their immediate supervisor shall be paid at the Board approved rate.

26.11 A teacher's notification to the District of intention to resign shall remain revocable for no more than seven (7) calendar days and no less than five (5) days, inclusive of a weekend, following notification to the Association by the District. For purposes of this section, "notification" is defined as a telephone conversation or conference with the ESTA President or his/her designee or certified mail (receipt requested).

26.12 The District will pay medical and dental premiums for full-time bargaining unit members. Bargaining unit members employed on a half-time or more basis shall have their health and dental benefits paid consistent with this Agreement by the District. Bargaining unit members employed less than half-time may elect the health and dental benefits at a prorated cost.

26.12.1 Employees on Board-approved unpaid leaves of absence shall have the option to continue to receive District health and dental insurance coverage for the period of the leaves upon advance quarterly reimbursement to the District.

26.13 The District shall continue to provide an Employee Assistance Program hereafter known as EAP to all bargaining unit members.

26.14 The District shall provide the bargaining unit member all district benefits through July 31, provided the bargaining unit member has completed the terms of the contract.

1 26.15 The District shall provide a vision benefit plan for bargaining unit mem-
2 bers. The cost of the plan shall not exceed \$250,000 per year.
3 ****Article 26.15 Supended****

4 **1) For the 2015-2016 and 2016-2017 school years the District will pay**
5 **for the full cost of the vision plan.**

6 26.16 Bargaining unit members shall receive annual dental benefits up to a
7 \$2,000 ceiling.

8 26.17 All benefits shall be extended to domestic partners as defined by the bene-
9 fits carriers.

10 26.18 The District shall provide a fully-paid term life insurance to all bargaining
11 unit members in the amount not less than \$25,000 each.

12 26.19 Any retired bargaining unit member with a retirement date prior to August
13 22, 2005, shall have retiree benefits as defined by contract language at the
14 time of retirement.

15 26.20 Bargaining unit members at least 55 years of age who retire from active
16 service after August 31, 2002, and who have served the District a mini-
17 mum of twenty (20) years shall receive a District-paid HMO until the re-
18 tiree reaches age 65.

19 26.21 Consistent with the medical plan provisions, at any time the retiree may
20 pay through the District the cost of a District-offered medical plan to bar-
21 gaining unit members for the retiree's spouse or domestic partner at the
22 time of retirement.

23 26.22 All bargaining unit members retiring with retiree benefits after May 1,
24 1989 shall respond to a District created questionnaire that will be sent out
25 yearly. Failure to respond to a registered letter within 60 days may cause
26 the benefits to be suspended.

27 26.23 The District shall provide six months of extended health coverage to the
28 surviving dependents of a deceased employee. For the purposes of this ar-
29 ticle, "surviving dependents" refers to all those persons who were covered
30 by the benefits prior to the bargaining unit member's death including chil-

1 dren who will be born within the six month time frame. The benefits cov-
2 erage shall be the same as what was provided prior to the employee's
3 death.

4 26.24 For 2006-2007, the District agrees to fund up to a 15% increase in
5 Average Per Member Health and Welfare Benefits Cost (see Appendix L).
6 If the increase is greater than 15%, the District and the Association agree
7 to reopen negotiations on compensation and benefits only. If the increase
8 is less than 15%, the percent difference will be carried forward.

9 For 2007-2008, the District agrees to fund up to a 15% increase, plus any
10 percent carried forward from 2006-2007, to Average Per Member Health
11 and Welfare Benefits Cost. If the increase is greater than the above per-
12 cent, the District and the Association agree to reopen negotiations on com-
13 pensation and benefits only.

14 For 2008-2009, the District agrees to fund up to a 15% increase, plus any
15 percent carried forward from 2007-2008, to Average Per Member Health
16 and Welfare Benefits Cost. If the increase is greater than the above per-
17 cent, the District and the Association agree to reopen negotiations on com-
18 pensation and benefits only.

19 For 2015-2016, the District agrees to fund Health benefit premiums with
20 no cost to employees, with plan design modifications as approved by TA
21 dated April 14, 2015.

22 For 2016-2017, the District agrees to continue to fund Health benefit pre-
23 miums for District-offered plans with no cost to employees provided that
24 average rate increases do not exceed 15%. Should average rate increase
25 exceed 15%, the District and the Association agree to reopen negotiations
26 on benefits.
27

1 **ARTICLE 27**

2 **Discipline**

3 27.1 Notwithstanding any other provision(s) of this Agreement, no bargaining
4 unit member shall be suspended, dismissed, reprimanded or disciplined
5 without just cause and according to the principles of progressive discipline
6 and due process. Furthermore, any bargaining unit member receiving an
7 unsatisfactory performance evaluation shall be guaranteed these same
8 rights.

9 27.2 Disciplinary penalties may be assessed only for just cause; however, any
10 transfer, reassignment, reduction in rank or privilege used as penalties
11 must be reasonably related to an appropriate remedy. Except as provided
12 in article 14.11 of this Agreement, bargaining unit members will not be
13 removed from their added instructional responsibilities outlined in Appen-
14 dix C of this Agreement, for disciplinary reasons, without reasonable no-
15 tice, fair investigation, and legitimate reason(s).

16 27.3 Any disputes arising out of this Article may be submitted to final and bind-
17 ing arbitration as provided in Article 13 of this Agreement.

18 27.4 Any proposed suspension or dismissal of a bargaining unit member shall
19 be preceded by written notice of the right to appeal said action by filing a
20 grievance as provided in Article 13 of this Agreement.

21 27.5 Any proposed suspension or dismissal of a bargaining unit member, ex-
22 cept suspension under impelling circumstances, shall be stayed until com-
23 pletion of the grievance process if such action is challenged.

24 27.6 Permanent bargaining unit members may be discharged pursuant to the
25 Education Code. Probationary bargaining unit members may be dis-
26 charged consistent with the provisions of this Article.
27

1 **ARTICLE 28**

2 **Public Complaint**

3 28.1 No disciplinary action, negative and/or unsatisfactory evaluation, shall be
4 taken based upon information received from a complaint from a member
5 of the public or an employee of the District unless the following procedure
6 has been followed.

7 28.1.1 The bargaining unit member will be advised of the existence
8 and substance of the complaint within five (5) workdays of the
9 receipt of the complaint.

10 28.1.2 Should either party or the administrator believe the allegations
11 in the complaint warrant a meeting, the immediate supervisor
12 shall schedule a meeting between the bargaining unit member
13 and the complainant. If such a meeting is scheduled during the
14 bargaining unit member's normal work time, the bargaining unit
15 member will be released without loss of pay to attend the meet-
16 ing. The complainant may be accompanied at such meeting by
17 an advocate.

18 28.1.3 The bargaining unit member may respond to the substance of
19 the complaint orally or in writing within ten (10) workdays after
20 notification of the complaint. At any meeting called to discuss
21 the complaint, the bargaining unit member may be represented
22 by an Association representative.

23 28.1.4 Complaints which are withdrawn or shown to be false shall nei-
24 ther be placed in the bargaining unit member's personnel file
25 nor utilized in any evaluation or disciplinary action against the
26 bargaining unit member. Should the administrator determine
27 that the substance of a complaint is true, following this proce-
28 dure, the complaint may be placed in the bargaining unit mem-
29 ber's personnel file. Any complaint, which is neither deter-
30 mined to be true or false, will be put in a "complaint file" for up
31 to three (3) years. Such a complaint will be discarded after three

1 (3) years from the date of the complaint, unless a similar com-
2 plaint regarding the same bargaining unit member is filed; in
3 that case, the first complaint will become part of the new com-
4 plaint file and will be dealt with consistent with this procedure
5 as a part of the second complaint.

6 Should the bargaining unit member's immediate supervisor de-
7 termine that the complaint is either "true" or "neither true nor
8 false," he/she will issue a written report which will summarize
9 all information considered and state the basis for determining
10 whether the public/employee complaint is true, or determined
11 neither to be true nor false. The bargaining unit member will be
12 given a copy of the administrator's report in a timely manner.
13 Any written response made by the bargaining unit member will
14 be attached to the written report of the administrator.

15 Should the immediate supervisor determine that the complaint is
16 false, he/she may issue a written report at his/her discretion.

17 28.1.5 If the bargaining unit member believes the decision made by the
18 supervisor is in error, he/she may appeal directly to the Board of
19 Trustees in closed session seeking a review of the determina-
20 tion. The Board's investigation shall follow all procedures set
21 forth in this contract agreement. A joint report shall be for-
22 warded to the Board containing both the administrative perspec-
23 tive and the bargaining unit member/Association perspective. If
24 the Board sustains the public complaint and the District has not
25 issued a reprimand, suspension or dismissal of the bargaining
26 unit member pursuant to Article 27 of this Agreement, the dis-
27 trict shall place the complaint, the Board response and attach-
28 ments, the Superintendent's report, and/or the notation of the
29 Board's action into a sealed envelope which shall have the
30 memorandum contained in Appendix I placed on its cover. If a
31 reprimand, suspension, dismissal or other disciplinary action re-
32 sults at any point from such a complaint, such action is subject
33 to the provisions of Article 27.

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28.1.6 As provided in Education Code, Section 44031, a bargaining unit member will be given released time to respond to any information of a derogatory nature before it is put in his/her personnel file.

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ARTICLE 29

Special Education

29.1 Unless otherwise noted in this article, all other articles of the CBA apply to Special Education bargaining unit members.

29.2 Bargaining unit members whose assignment is as an Education Specialist (teacher of students with mild/moderate disabilities) shall have a caseload of no more than 26 students unless otherwise altered by affected members and approved by principal or designee.

29.3 Speech and language therapists shall have a caseload of no more than 55 students.

29.4 The District agrees to attempt, whenever possible, to maintain class size of specialized academic instructional sections at 16-18 students.

29.5 The District agrees to attempt, whenever possible, to maintain Special Day Class (SDC) class size and caseload for Moderate/Severe students (Autistic and Intellectually Disabled) at 10-12.

29.5.1 Compensation and Payments

The District shall begin calculating class size overage payments on the eighteenth (18th) workday of either semester when the total students assigned to the teacher's 4 classroom instructional periods exceeds 48 students at the rate of \$1 for each student per day. Compensation will be computed daily, reported weekly and paid at the end of the each semester.

1 29.5.2 Only class size waivers voluntarily executed and recorded by the
2 end of the 17th workday of each semester shall void the District's
3 requirement to make class size overage payments.
4

5 29.6 The District agrees to attempt, whenever possible, to maintain Emotionally
6 Disturbed (Therapeutic) class size at 10-12.

7
8 29.7 As a goal, the District agrees to attempt to place fewer than five (5) main-
9 streamered students in any one (1) regular education class and keep any one
10 (1) teacher's total number of mainstreamed students to ten (10) or fewer in
11 one (1) day. Whenever possible, the site administration in consultation
12 with the special education department chair, will provide students with
13 special needs in general education classrooms with additional adult sup-
14 port in order to help them access the curriculum and instruction.
15

16 29.8 Education Specialists have as a component of their assignment the follow-
17 ing responsibilities, to include but not be limited to, direct student instruc-
18 tion, screening and diagnostic testing, developing prescriptive programs,
19 conferring with parents and teachers, maintaining records, planning train-
20 ing for school staff and parents, assisting regular classroom teachers in
21 program planning for mainstreamed students, and completing Individual
22 Education Plans (including convening and participating in the IEP meet-
23 ings) in a timely manner.
24

25 29.9 Speech Therapists will case manage students who both: 1) have SLI as
26 their only area of eligibility, and 2) maintain goals in the area of speech
27 and language. For students with academic and speech goals case man-
28 agement will be assumed by the Education Specialist. Transition planning
29 component of the IEP for speech-only students will be equally assigned
30 among Special Education teachers at the school site.
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29.10 Full-time Special Education staff shall be assigned four periods of instruction, one period for case management, and one prep period. Part-time staff will be .25, .50 or .75 FTE; teach one, two or three periods respectively, and have proportionate case management and prep period. Department chairs shall teach three periods and have one release period for assessment, articulation with feeder schools, assisting with scheduling and monitoring caseload distribution.

29.11 The district will provide professional development to special education bargaining unit members to address changes in procedures, programs, and curriculum.

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ARTICLE 30

Alternative Education

30.1 Alternative Education is defined as any program delivering an alternative approach to traditional high school. This includes, but is not limited to, Small But Necessary Schools, Continuation Schools, Independent Study (ISP) and college-based programs.

30.2 Unless specifically identified within this Article, all other sections of the Agreement apply to Alternative Education staff and programs.

30.3 Transfer

30.3.1 Any bargaining unit member with permanent status working at an alternative site who wishes to transfer out of alternative education to a comprehensive site shall be treated as a priority transfer.

30.4 Assignment/Reassignment

30.4.1 Bargaining unit members shall have the opportunity to apply for any full-time positions open in an alternative education program; however, selection of staff for a program shall be based upon educational needs as determined by the coordinator or principal of the program.

30.4.2 A process identified by the coordinator/principal shall be followed for selecting applicants for full-time positions that become available within the Alternative Education site.

30.4.3 The District will attempt to staff Alternative Education programs with experienced teachers.

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30.5 Hours

30.5.1 Full-time bargaining unit members assigned to alternative education programs/sites shall have a workday no shorter than that of the District's comprehensive high school with the shortest regular schedule.

30.5.2 No bargaining unit member who is teaching a morning schedule shall be required to report for duty more than fifteen (15) minutes before the beginning of the morning students' day, nor shall any bargaining unit member teaching an afternoon schedule be required to remain more than fifteen (15) minutes after the close of the afternoon students' day.

30.5.3 Bargaining unit members shall be entitled to a 30-minute duty-free lunch period that shall be designated as between the hours of 11:00 a.m. and 1:30 p.m.

30.5.4 A preparation period will be assigned to bargaining unit members at the alternative education sites. This assignment will be made during non-instructional time by the coordinator/principal, and it is intended for professional purposes which may include, but not be limited to, collaboration with team members, preparation of lessons, meetings with students, and carrying out of other duties as assigned.

1 30.6 Teaching Conditions

2 30.6.1 By October 15 of each school year, the principal/coordinator of
3 each alternative site shall establish a site-based decision making
4 team. The purview of this team shall include, but not be limited
5 to, modifications, changes, alterations, or termination of alterna-
6 tive site practices and procedures which may affect bargaining
7 unit members. The committee shall be solely responsible for its
8 internal organization and procedures. (Independent Study Pro-
9 gram is excepted.) The committee will follow procedures and
10 terms as laid out in Article 31 of this agreement with the afore-
11 mentioned term “Site-based Decision Making Team” substituted
12 for “18.4 committee”.

13
14 30.6.1.1 In order to meet the requirements of this section,
15 site-based decision making teams shall be se-
16 lected as follows:

17
18 30.6.1.1.1 Committee members must be
19 elected based on a democratic
20 vote by all bargaining unit
21 members at the site. Term shall
22 be two (2) years.

23
24 30.6.1.1.2 The committee shall be com-
25 prised of at least three (3) bar-
26 gaining unit members, and shall
27 be at a ratio of at least two (2)
28 members per administrator.

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31 30.6.1.1.3 Upon agreement of bargaining
32 unit members at sites with less
33 than eight (8) FTE, sites may be

1 combined and have one (1)
2 committee if a plurality of those
3 affected at each site agree.

4 30.7 Calero High School

5 30.7.1 Each bargaining unit member assigned as a full time teacher
6 will have five classes, at least one of which could be an
7 online/blended learning course. In addition, bargaining unit
8 members will be assigned an advisory session.

9
10 30.7.2 Each bargaining unit member will be expected to collaborate to
11 support the needs of students with a focus on interdisciplinary
12 project-based learning.

13
14 30.7.3 Each bargaining unit member will be expected to communicate
15 with students and parents using a variety of tools, such as
16 School Loop, Teleparent, email, phone, or written communica-
17 tion. Parents and students will have access to an online grade
18 book, and grades will be updated weekly as appropriate.

19
20 30.8 Class Size

21 30.8.1 *The maximum class size enrollments at alternative sites will be*
22 *as follows:*

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24

<i>Foothill Continuation classes</i>	<i>23</i>
<i>Foothill Off-Site Continuation classes</i>	<i>23</i>
<i>Family Learning Center classes</i>	<i>23</i>
<i>On-Site Continuation classes (SBN)</i>	<i>22</i>
<i>GED Preparation classes</i>	<i>26</i>
<i>Middle College classes</i>	<i>30</i>
<i>Independent Study</i>	<i>25</i>
<i>Calero High School</i>	<i>30</i>

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32 ****Article 30.8.1 suspended for 2015-2016****

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1) For the 2015-2016 school year, increase class size maximum by one (1) student in all subject areas at all sites in all comprehensive and alternative settings. The District will make every effort to ensure that no single class will be over-enrolled by more than one (1) students. All over-enrollments will be resolved by the joint Class Size Committee.

30.8.2 Summer school classes taught at continuation school sites will reflect department class sizes set forth in Article Section 15.1.

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ARTICLE 31

School-Wide Change

It is agreed that the District and ESTA hold these common beliefs and expectations regarding the process for creating successful school-wide change.

31.1 For the purposes of this section, issues defined as "school wide change" are defined as issues that substantively impact or change (e.g., block scheduling) practices and procedures that do not fall under the provision of Appendix H.

31.2 Topics for consideration by a site may be generated by the school leadership or the faculty. There must be mutual interest, as defined by the 18.4 Committee or Site-Based Decision Making Team at Alternative Education sites, by the parties in working toward a school-wide change goal in order for it to have momentum.

31.3 Any process established for considering a proposed school-wide change, including the timeline for implementation, will be decided by the 18.4 Committee.

31.3.1 Notification of the vote must be made at least 5 days in advance.

31.4 The 18.4 committee shall determine a process which results in a "yes/no" balloting, and a threshold of no less than 2/3 of the ballots cast shall be used to approve the initiative. The threshold may be greater than 2/3 as determined by the certificated staff and administration.

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31.4.1 The voting shall be by secret ballot and monitored by the site administration, and an ESTA representative. All ballots shall be counted with a representative of the site administration and ESTA representative.

31.4.2 The 18.4 committee, prior to the vote, shall determine all other aspects of the voting process.

31.5 The vote must be taken on or before April 1, after considerable time for careful discussion and reflection by the bargaining unit members.

31.6 The administration at the site, based upon best information, determines whether an approved initiative shall be implemented.

31.7 Any bargaining unit member wishing to leave a site as a result of the implementation of a school-wide initiative shall be treated as a priority transfer up until April 15. (See Education Code 35036)

1 **ARTICLE 32**

2 **Professional Development**

3 32.1 The Professional Development Program will generate involvement and in-
4 terest in professional growth at all levels--participation, planning and train-
5 ing.

6 32.2 The School Site Professional Development Plan Committee's elections
7 shall be held no later than April 30 of even-numbered years. Bargaining
8 unit members shall serve for a term of two (2) years.

9 Nominations of teachers to the Committee shall be opened for a period of
10 ten (10) school days. The election shall then be held between the eleventh
11 (11th) and fourteenth (14th) school day.

12 A teacher representative from the English, Mathematics, Social Science,
13 Science, and Foreign Language departments receiving the most votes shall
14 be appointed to the Committee. The teacher receiving the highest number
15 of votes, excluding the aforementioned five (5) teachers, shall be named as
16 the sixth (6th) member of the committee, as an at-large member. If the
17 specified departments do not have an elected representative, then the open-
18 ing shall be filled by an at-large member identified through the election
19 process. If fewer than six (6) bargaining unit members are nominated and
20 elected for the six (6) positions, volunteers from the necessary area (de-
21 partment or at-large) shall be utilized to create the full complement.

22 32.3 Instructional rounds are intended to help educational leaders and practi-
23 tioners develop a shared understanding of what high-quality instruction
24 looks like and what schools and districts need to do to support it. Through
25 this process voluntary teams of teachers or administrators and teachers de-
26 velop a shared practice of discussing and analyzing learning and teaching
27 by observing classrooms. Teachers are given advance notice of these non-
28 evaluative visits.

ARTICLE 33

Children's Center Instructors

33.1 Children's Centers will be open on the same days as the District office is open for business. Infant/Toddler centers shall be open on the same days as high school students attend.

33.2 The number of workdays per year for Children's Center Instructors shall be 215.

33.2.1 Instructors will submit a proposed work calendar to the Child Development Program Coordinator no later than May 15th of each year. The Child Development coordinator will notify the instructor of their work year calendar not later than June 15th of each year. Effort will be made to accommodate Instructor's requests. In the event proposed dates cannot be accommodated, the employee with the most seniority will be given preference. In subsequent years, the request of the next senior instructor would be honored.

33.2.2 Changes to the approved work year calendar may be granted with prior approval of the Child Development Program Coordinator. Requests are to be made no less than five working days in advance of the requested change.

33.2.3 Work assignments are subject to program needs.

33.3 Effective April 1, 2006, the regular workday for full-time Instructors is 7.5 hours, exclusive of a half-hour duty-free lunch.

33.4 Instructors are not held to supervision as designated in 14.2.

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33.5 Each site shall have a Site Program Supervisor, paid a stipend as per Appendix D, who shall meet the requirements for holding a current Site Supervisor Permit or Program Director Permit. ESTA and the District continue to support the goal that current site supervisors complete a Bachelor's Degree in Child Development or a related field and obtain a Program Director Permit.

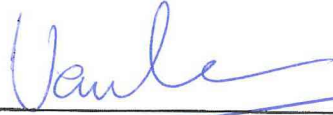
33.5.1 Site Supervisors have as a component of their assignment the following responsibilities, to include but not limited to: active classroom supervision of infants, toddlers or preschoolers as assigned, supervision of laboratory high school students, completion of the monthly CDE register, collection and reporting of monthly parent fees, completion of the DRDP-210 and action profile, completion and submittal of the environmental rating scale and action plan, completion of recertification eligibility.

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ARTICLE 34

Signature Page

FOR THE BOARD

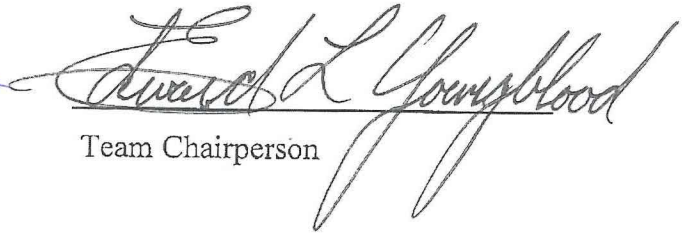


Board President

10/15/2015

Date

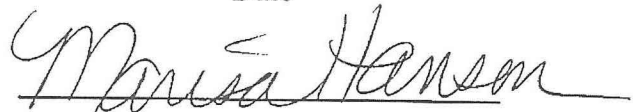
FOR THE ASSOCIATION



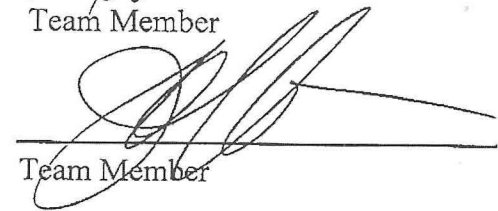
Team Chairperson

10/15/2015

Date



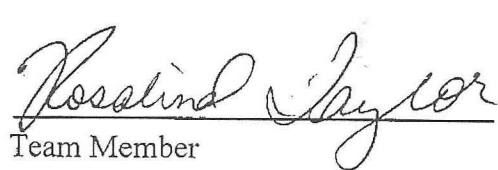
Team Member



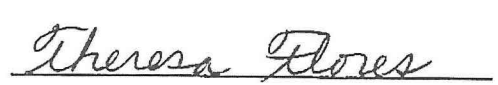
Team Member



Team Member



Team Member



Team Member

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APPENDIX A

- A.1 Effective August 1, 1998, advancement beyond Column C will be commensurate with Education Code/Title V requirements in addition to the indicated number of semester hours.
- A.2 Career increments will be on an annual basis at the beginning of the school year. To meet the requirements of this section, any decimal .5 or higher will be rounded up to the nearest whole year. Any decimal .49 or less will be rounded down to the nearest whole year. For the 2013-2014 year only any decimal .49 or less would be paid the partial year amount.
- A.3 All salary schedule changes, Appendix B pay rate changes and Appendix C stipend amount changes shall be effective the first workday of the school year. Compensation for attendance at District-held new teacher orientation workshops and AB 1193 staff development days that are held prior to the first day of school shall be at new pay rates.

Schedule of Qualifications

- A.4 All bargaining unit members start in the proper column and range as defined below.
- A.5 All units (semester hours) from an accredited institution, graduate or undergraduate, earned after date of completion of the bachelor's degree shall count full credit toward initial placement on the salary schedule. Additionally, temporary employees shall have the right to submit to the District units earned toward a credential while pursuing a bachelor's degree for consideration on a case-by-case basis. After initial placement, all units earned in other than a four-year (4) college or university must have written approval of the Director of Human Resources, recommended prior to registration for the course.

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A.5.1 The definition of a semester unit is successful completion of fifteen (15) hours of classroom instruction from an accredited college and university. Therefore, all other academic credits earned from a college or university, as reflected in a transcript, will be prorated on the following basis.

1 unit	=	15 hours of instruction
2 units	=	30 hours of instruction
3 units	=	45 hours of instruction

A.5.2 The definition of a Continuing Education Unit (CEU) is ten hours participation in a recognized continuing education program with qualified instruction and sponsorship.

A.6 All column changes must be registered with the Human Resources Office on or before October 31 by official documents and/or appropriate credential affidavit. No credits, degrees, or credentials (including credits marked "incomplete") for which work is not fully completed by August 31 shall be accepted. No salary adjustment will be made until official transcripts and/or credentials are received by the Human Resources Office.

A.7 Units for advancement on the salary schedule will be granted per Appendix A whether or not such units are also used for purposes of professional growth.

A.8 Amounts to be added to basic salary:

A.8.1 Full credit for up to eight (8) years of outside contractual experience will be granted to any bargaining unit member who qualifies.

A.8.2 Extra pay as defined in Appendix C is also added.

1 A.8.3 In order to qualify for the master's stipend, the degree must
2 be earned from an accredited institution. All work re-
3 quired for the M.A. must be completed by August 31 and
4 verified by the Human Resources Office by October 31 of
5 the year for which payment is granted. The conferring of
6 the degree may come after August 31.

7 A.8.4 In order to qualify for the doctoral stipend, the degree must
8 be earned from an accredited institution (same deadlines as
9 in A.8.3 above apply).

10 A.8.5 Annual increments as indicated in this schedule are for
11 full-time employment. Increments will be pro-rated for
12 part-time employment or for employment for less than a
13 full school year.

14 A.9 Placement of Nurses

15 A.9.1 Nurses will be placed on the 192 day salary schedule.

16 A.9.2 Holders of the Health and Development Credential are
17 placed in Column A.

18 A.9.3 For placement in Column C, nurses must hold a bachelor's
19 degree and have professional training equivalent to five (5)
20 years of college or university work. Subsequent progres-
21 sion shall be in conformance with the Certificated Salary
22 Schedule.
23

**EAST SIDE UNION HIGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE (182 DAYS)
2015-2016**

STEP	BA A	BA + 30 SEMESTER UNITS B	BA + 45 SEMESTER UNITS C	60 SEMESTER UNITS W/MA 65 SEMESTER UNITS W/O MA D
1	\$ 54,131	\$ 54,901	\$ 55,677	\$ 57,222
2	\$ 54,132	\$ 55,677	\$ 56,450	\$ 57,996
3	\$ 54,132	\$ 56,450	\$ 57,222	\$ 64,683
4	\$ 54,901	\$ 61,474	\$ 64,808	\$ 68,140
5	\$ 61,598	\$ 64,933	\$ 68,266	\$ 71,598
6	\$ 65,055	\$ 68,389	\$ 71,722	\$ 75,056
7	\$ 68,514	\$ 71,846	\$ 75,180	\$ 78,512
8	\$ 71,971	\$ 75,304	\$ 78,638	\$ 81,970
9	\$ 75,428	\$ 78,760	\$ 82,095	\$ 85,426
10	\$ 78,885	\$ 82,220	\$ 85,552	\$ 88,881
11	\$ 82,343	\$ 85,677	\$ 89,008	\$ 92,340
12	\$ 85,799	\$ 89,133	\$ 92,466	\$ 95,797
16			\$ 95,245	\$ 98,576
20			\$ 98,021	\$ 101,353
24			\$ 100,797	\$ 104,128
28			\$ 103,573	\$ 106,905
32			\$ 106,354	\$ 109,686

ADDITIONAL STIPENDS:

Masters Stipend: \$1,857 / Year

Doctorate Stipend: \$2,474 / Year

4.25%

7/1/2015

**EAST SIDE UNION HIGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE (192 DAYS)
2015-2016**

STEP	BA A	BA + 30 SEMESTER UNITS B	BA + 45 SEMESTER UNITS C	60 SEMESTER UNITS W/MA 65 SEMESTER UNITS W/O MA D
1	\$ 57,106	\$ 57,918	\$ 58,738	\$ 60,367
2	\$ 57,107	\$ 58,738	\$ 59,553	\$ 61,184
3	\$ 57,107	\$ 59,553	\$ 60,367	\$ 68,237
4	\$ 57,918	\$ 64,853	\$ 68,368	\$ 71,884
5	\$ 64,983	\$ 68,500	\$ 72,017	\$ 75,533
6	\$ 68,629	\$ 72,146	\$ 75,664	\$ 79,179
7	\$ 72,280	\$ 75,793	\$ 79,310	\$ 82,827
8	\$ 75,925	\$ 79,441	\$ 82,959	\$ 86,473
9	\$ 79,573	\$ 83,087	\$ 86,605	\$ 90,120
10	\$ 83,219	\$ 86,736	\$ 90,252	\$ 93,766
11	\$ 86,867	\$ 90,384	\$ 93,898	\$ 97,415
12	\$ 90,513	\$ 94,031	\$ 97,547	\$ 101,060
16			\$ 100,480	\$ 103,993
20			\$ 103,409	\$ 106,923
24			\$ 106,335	\$ 109,850
28			\$ 109,265	\$ 112,780
32			\$ 112,198	\$ 115,711

Follows 192 day work year calendar

ADDITIONAL STIPENDS:

Masters Stipend: \$1,857 / Year

Doctorate Stipend: \$2,474 / Year

4.25%

7/1/2015

1 **APPENDIX B**

2 **Hourly Pay**

3 **2015 - 2016**

4

Job	Hourly Rate
5 Regular Hourly Rate	\$38.81
6 Summer School Teacher*	\$41.70
7 Resident Substitute	\$44.00
8 Extra Period	\$48.58

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13 *Includes compensation for preparation time and orientation.

1 **APPENDIX C**

2 **Part I**

3
4 **CATEGORY I**

- 5 Band (two concerts, District festival and school related activities)
- 6 Choir (two concerts, District festival and school related activities)
- 7 Dance (two concerts, District festival and school related activities or their equivalents)
- 8 Drama (one full-length production)
- 9 Journalism Librarian
- 10 Yearbook Speech
- 11 Audio Visual* IMS*

12 **CATEGORY II**

- 13 Drama (two full-length productions)
- 14 Performance/Marching Band (Category I requirements plus additional concerts,
- 15 performance events and/or competitions)
- 16 Choir (Category I requirements plus additional concerts, performance events and/or
- 17 competitions)
- 18 Dance (Category I requirements plus additional concerts, performance events and/or
- 19 competitions)

20 **CATEGORY III**

- 21 Drama (three full-length productions)
- 22 Performance/Marching Band (Category II requirements and at least one of the
- 23 following: Jazz Band, Orchestra)
- 24 Choir (Category II requirements and at least one of the following: Jazz Choral or
- 25 Musical Choral)
- 26 Dance (Category II requirements and at least one of the following: Jazz Dance or
- 27 Musical Choreography)
- 28 Cheerleading

29
30
31 Category placement is determined by the site administration.

32
33 * These two stipend categories will be eliminated as each current bargaining unit
34 member serving in these capacities at the sites ends his/her willingness to continue
35 in the extra pay responsibilities.
36

**APPENDIX C
(Continued)
2015 - 2016**

Class

Category I	\$1,672
Category II	\$2,509
Category III	\$3,345
Head Counselor	\$3,066
Technology Mentor	\$4,183
Student Advisor	\$4,739
Psychologist	\$6,483
Nurse	\$6,483
Activities Director	\$4,739
Coordinator	\$6,052
Subject Area Coordinator (SAC)	\$6,052
Program Specialist	\$4,739
Speech Therapist	\$6,483
Athletic Director	\$4,539

Department Chairperson Schedule

Department Chairperson (1-4 FTE)	\$1,672
Department Chairperson (5-8 FTE)	\$2,230
Department Chairperson (9-14 FTE)	\$2,788
Department Chairperson (15-24 FTE)	\$3,345
Department Chairperson (25+ FTE)	\$3,903

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APPENDIX C
PART II
COACHING/ATHLETIC PAY

CATEGORY I

Assistant Frosh-Soph Football

CATEGORY II

Assistant Track	Frosh-Soph Wrestling
Assistant Varsity Football	JV Basketball
Frosh-Soph Football	JV Softball
Frosh-Soph Baseball	JV Volleyball
Frosh-Soph Basketball	Second Assistant Varsity Football

CATEGORY III

Athletic Director (non classroom)	Varsity Swimming
Cross Country	Varsity Soccer
Varsity Badminton	Varsity Tennis
Varsity Baseball	Varsity Track
Varsity Basketball	Varsity Volleyball
Varsity Football	Varsity Water Polo
Varsity Softball	Varsity Wrestling
Varsity Golf	Coach of Second Team listed in Appendix C (same season--50% over Category III)

1 **Appendix C**

2 **Part II**

3 **COACHES SALARY SCHEDULE**

4 **2015 - 2016**

5

6

Category	Years Coaching in ESUHSD			
	1-2	3-5	6-8	9+
I	\$2,496	\$2,877	\$3,060	\$3,233
II	\$2,736	\$2,916	\$3,184	\$3,452
III	\$3,096	\$3,274	\$3,545	\$4,142

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12 C.1 Persons serving as chairpersons of combined departments shall be

13 compensated at a rate 1.5 times the pay for the department in the

14 highest category.

15 C.2 Extra pay shall be awarded a bargaining unit member who is as-

16 signed a regular, continuing extra duty in addition to his or her nor-

17 mal assignment.

18 C.3 Extra duty is interpreted as being the responsibility for instruction,

19 scheduling and/or supervision of a group of students in an authorized

20 activity or assigned leadership of an instructional department, or

21 equivalent.

22 C.4 Director of Human Resources must approve all extra-duty assign-

23 ments in excess of two (2) per year.

24 C.5 Each comprehensive high school shall have 0.4 release for Athletic

25 Director(s). Each comprehensive high school shall have one stipend

26 for Athletic Director(s) of \$4,539. These Athletic Director(s) shall

27 be responsible to the Athletic Director job description to include su-

28 pervision and supporting the administration in the annual evaluation

29 of Head Varsity coaches.

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C.6 Bargaining unit members who apply for open Appendix C, Part II positions will be given priority over non-bargaining unit applicants. The final selection is within the discretion of the site/district management.

C.7 Full time, tenured bargaining unit members may be removed from their added instructional responsibilities at the discretion of the Board of Trustees. Prior to making a recommendation to the Board of Trustees, there must be a minimum of 3 meetings between administration and unit member, with a written summary to be returned to the unit member within 10 work days of each meeting. The termination of added instructional responsibilities will not impact the member's status as a full time employee.

APPENDIX C STIPEND ADDENDUM

District Nurses, Head Counselors, Activities Directors, Subject Area Coordinators, and Program Specialists are placed on the 192 day salary schedule. The ten (10) extra days will be scheduled by the site principal or supervisor after consulting with the bargaining unit member.

When school psychologists work extra days during the summer, each will be compensated at his/her per diem rate. The placement of said days shall be at the discretion of the Director of Special Services. The assignment of extra days in subsequent years (summer) will be dependent upon workload and FTE augmentations to the current allocation as determined by the Director.

Two (2) supplementary Category I stipends will be allocated to each comprehensive school site to be utilized and assigned at the discretion of the site principal.

STRS contributions generated from the following stipend positions will be credited to the bargaining unit member's STRS Defined Benefits Account.

- Activities Director
- Advisor
- Coordinator
- Head Counselor
- Librarian
- Nurse
- Program Specialist
- Psychologist
- Speech Therapist
- Subject Area Coordinator (SAC)
- Athletic Directors

All other STRS contributions generated from stipends will be credited to the bargaining unit member's STRS Defined Benefits Supplemental Account.

**APPENDIX D
CHILDREN'S CENTER INSTRUCTOR
CERTIFICATED SALARY SCHEDULE (215 DAYS)
2015-2016**

STEP	60 SEMESTER HOURS A	90 SEMESTER HOURS B	BA DEGREE C	BA+15 D	BA+30 E	BA+45 F
1	\$40,059	\$43,598	\$47,134	\$50,671	\$54,208	\$57,745
2	\$43,744	\$47,283	\$50,818	\$54,354	\$57,847	\$61,384
3	\$47,415	\$50,950	\$54,458	\$58,009	\$61,534	\$65,069
4	\$51,025	\$54,577	\$58,129	\$61,651	\$65,204	\$68,769
5	\$54,725	\$58,262	\$61,829	\$65,350	\$68,874	\$72,409
6	\$58,424	\$61,933	\$65,468	\$69,007	\$72,542	\$76,079
8	\$59,225	\$62,735	\$66,270	\$69,807	\$73,344	\$76,880
10	\$59,633	\$63,141	\$66,676	\$70,213	\$73,751	\$77,287
12	\$60,042	\$63,550	\$67,085	\$70,623	\$74,158	\$77,695
14	\$60,450	\$63,957	\$67,494	\$71,031	\$74,567	\$78,104
16	\$60,856	\$64,364	\$67,900	\$71,436	\$74,972	\$78,511
18	\$61,265	\$64,772	\$68,309	\$71,846	\$75,381	\$78,919
20	\$61,672	\$65,179	\$68,715	\$72,253	\$75,789	\$79,326
22	\$62,080	\$65,588	\$69,124	\$72,661	\$76,197	\$79,735
24	\$62,486	\$65,993	\$69,530	\$73,068	\$76,604	\$80,140
26	\$62,894	\$66,403	\$69,938	\$73,476	\$77,012	\$80,548
28	\$63,302	\$66,810	\$70,346	\$73,883	\$77,419	\$80,957
30	\$63,711	\$67,219	\$70,753	\$74,291	\$77,827	\$81,365
32	\$64,118	\$67,625	\$71,161	\$74,697	\$78,234	\$81,772

ADDITIONAL STIPENDS:

Masters Stipend

\$1,858 / Year

Doctoral Stipend

\$2,474 / Year

Site Program Supervisor

\$1,672 / Year

4.25%

7/1/2015

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APPENDIX D

(Continued)

Column Placement

1. All college semester units from an accredited institution will count toward advancement on the schedule.
2. All initial placements will be at Column A until official transcripts are received in the Human Resources Office. If transcripts are received within sixty (60) days of date of hire, placement will be according to units indicated retroactive to date of hire.
3. All column changes will be effective July 1. Units for advancement on this schedule must be completed by August 31 of the year for which advancement is requested. No credits, degrees, or credentials (including credits marked "incomplete") for which work is not fully completed by August 31 shall be accepted. Official transcripts and/or degrees must be submitted by October 31 of the year for which advancement is requested.
4. All salary schedule changes and step and column changes shall take effect July 1. Service for less than a full year will be prorated.
5. Career increments beyond year 6 will be on an annual basis at the beginning of the school year. To meet the requirements of this section, any decimal .5 or higher will be rounded up to the nearest whole year. Any decimal .49 or less will be rounded down to the nearest whole year.
6. STRS contributions generated from the following stipend positions will be credited to the bargaining unit member's STRS Defined Benefits Account.

•Site Program Supervisor

APPENDIX E

Representation

Representation at conferences, as provided in this Agreement (for example, section 5.3, 13.9, 18.4 and 28.1.3), is expected to occur immediately before or after school or during the bargaining unit member's preparation period unless another time is mutually agreed to between the parties. If the agreed-upon time is during the bargaining unit member's or the on-site ESTA representative's instructional time, either or both, as appropriate, will be released from duties during the time of the conference.

If the nature of the conference is such that the bargaining unit member believes it necessary to have an off-site representative present, the conference time will be mutually agreed upon and scheduled within three (3) workdays; provided, however, that if the nature of the conference is such that the administration reasonably believes that the conference needs to occur immediately or before an off-site representative is available, then the bargaining unit member will attempt to obtain an on-site representative or witness before the conference is held.

The three (3) workday timeline may be waived if:

- 1) a mutually agreed upon meeting is to occur later than the three (3) day limitation, or
- 2) a meeting time cannot be mutually agreed upon. The Association shall make every reasonable effort to accommodate the individual bargaining unit member's and administrator's schedule. In any case, a meeting shall occur within three (3) working days and the administrator involved will schedule the meeting at a reasonable time and a reasonable place.

If the off-site representative is released from duties, he/she shall inform his/her site administration of his/her departure and return.

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APPENDIX F

Negotiation Procedure

1. Each year, by mutual agreement, working procedures for meeting and negotiating will be established.
2. Either party may utilize the services of outside consultants.
3. The District and the Exclusive Representative may discharge their respective duties required by this Agreement by means of authorized officers, individual representatives, or committees.
4. Negotiations shall take place at mutually agreeable times and places.
5. The Exclusive Representative, no later than March 15, shall designate up to six (6) representatives who shall comprise the Exclusive Representative's Negotiations Unit. These six (6) representatives shall be given released time, without loss of pay, from those non-teaching duties defined in Sections 14.2 and 14.6 of this Agreement.
 - 5.1 In addition, these six (6) representatives shall be designated by the Exclusive Representative to be eligible for released time from classroom duties, without loss of pay for purposes of meeting with District or Association representatives.
6. The District shall furnish the Association upon request two (2) copies of all budgetary and other information it produces for

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public release that are necessary for the Association to fulfill its role as the Exclusive Bargaining Representative.

7. As soon as practicable after the ratification of the Agreement by both parties herein, the Association will deliver to the District Office a photo-ready copy of the Agreement. The District, within fifteen (15) working days, shall reproduce and deliver 1500 copies to the Association.

1 **APPENDIX H**

2 **Site-Based Decision-Making**

3 In any instance in which decisions made by Site-Based Decision-
4 Making bodies impact the provisions of the Collective Bargaining
5 Agreement, the following procedure shall be used:

6 1. The change to the Agreement being proposed must be reviewed
7 and agreed to by the site faculty by consensus. In the case that
8 a group smaller than the entire faculty is affected, the affected
9 body must, by consensus, agree to the change.

10 1.1 Consensus is a process which is understood to mean the
11 agreement of 100% of those bargaining unit members
12 whose job duties are affected, at least on a pilot basis.

13 2. If current Agreement language is to be changed or a waiver of
14 that language is proposed, then the substitute language must be
15 identified and submitted to the District and the Association
16 along with the waiver proposal. Proof that a consensus oc-
17 curred must be submitted to the Association and the District
18 with the waiver.

19 3. Language changes and waivers that are agreed to by the Asso-
20 ciation and the District are in existence for a pilot period of one
21 (1) year. If the faculty chooses to resubmit the waiver language
22 to the Association and the District, the first three (3) steps of
23 this procedure are to be followed.

24 4. Decisions made under this appendix shall not be used as prece-
25 dent for other sites.
26

1 **APPENDIX I**

2
3 **MEMORANDUM**

4
5 **DATE:**

6 **TO:** Personnel File

7 **FROM:** Director of Human Resources

8 **SUBJECT:** PUBLIC COMPLAINT

9
10 In this envelope is a public complaint, which was filed in accordance
11 with Article 28 and sustained by the Board.

12 This public complaint will not be used in evaluation of the bargaining
13 unit member's performance and/or as a basis for disciplinary action,
14 now or at any time in the future.
15

1 **APPENDIX J**
2 **Partial Day Absences**
3

4 Partial day absences for bargaining unit members will be charged ac-
5 cording to the following schedule:

6 <u><i>Absence Time</i></u>	7 <u><i>Time Charged</i></u>
8 1/2 hour or less	.07 day
9 Greater than 1/2 hour but less than or equal to 1 1/2 hours	.14 day
10 Greater than 1 1/2 hours but less than or equal to 2 1/2 hours	.28 day
11 Greater than 2 1/2 hours but less than or equal to 3 1/2 hours	.42 day
12 Greater than 3 1/2 hours but less than or equal to 4 1/2 hours	.58 day
13 Greater than 4 1/2 hours but less than or equal to 5 1/2 hours	.72 day
14 Greater than 5 1/2 hours but less than or equal to 6 1/2 hours	.86 day

15
16 By implementing the above, it is hereby recognized by the Association and the
17 District that the terms and conditions of this agreement will neither change any
18 practice regarding the member's use of preparation period nor any discipline
19 practice regarding the member's absence.
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APPENDIX K
Class Size Balancing

Should the Association President conclude that every effort, as referenced herein and in previous Awards¹, is not being made to bring all individual class enrollments as close as possible to the department maximums listed in section 15.1 of the Collective Bargaining Agreement, or that specific actions agreed to in this award are not being honored, the Association President may, after giving the District reasonable notice to correct the problem, seek the authority of the Arbitrator to direct that such appropriate action(s) occur and to assess penalties to the District. Such reasonable notice shall be the Association President's notification to the District of the Association's intent to seek the Arbitrator's authority no sooner than day 15 of the school year. The hearing will be scheduled not earlier than 5 days after the Association President's notice. The Arbitrator shall be authorized to direct that appropriate remedies take place.

The District agrees to pay all costs incurred by either the District or the Association relative to the enforcement of Article 15 Class Size matters, including Arbitrator's costs and fees, through the end of the 2005/06 school year.

1. The District's "balancing" of class sizes is a process that contains multiple stages including:
 - (a) The establishing of tentative needs, surpluses, sections, assignments and/or course tallies by the end of the school year;
 - (b) Preparation work preceding the opening of the subsequent school year during which time site administration, counselors and other designees engage in activities that include: the dropping of withdrawals, the adjustment of student schedules due to events such as changes in teacher recommendations or summer school attendance, the purging of schedules, the opening and

1 closing of sections, and contact with parents and stu-
2 dents to verify residence where possible and review the
3 students' enrollment selections;

4 (c) The dropping of no shows on day one of the school
5 year;

6 (d) An observation period during the first five to seven
7 days of school during which the APEDs monitor the
8 master schedule to determine actual class sizes based
9 on actual student arrivals, and;

10 (e) The completion of all class size balancing according to
11 the "every effort standard" will occur by approximately
12 the fifteenth (15) day of school.

13 2. Preceding each school year the District will provide direction and specific
14 training to site managers relative to the District's "best practices" in the area
15 of class size compliance. The Association President will be provided copies
16 of the training guide and timeline template. If the District offers group train-
17 ing, the Association President may designate representatives who will be en-
18 titled to attend these trainings. If the training occurs during the contractual
19 workday, the District shall provide release time for the Association repre-
20 sentatives.

21 3. The District will revise the current student-to-teacher allocation ratio to
22 more effectively meet the requirements of the Collective Bargaining Agree-
23 ment and the "every effort standard". An aspect of this revision may include
24 additional staff allocations, where appropriate, to schools in recognition of
25 specific site needs including "families," "career paths," "small learning
26 communities," "clusters" and/or "academies" so that these sites will bring all
27 individual class enrollments in non-specialized programs as close as possible
28 to the department maximums listed in section 15.1 of the Collective Bar-
29 gaining Agreement. The District will update the Association President, as
30 appropriate, regarding projected enrollments and allocations.

- 1 4. Preceding every school year the District will provide additional training to
2 site managers relative to current District-wide computer programs used in
3 the creation of master schedules. The Head Counselor at each school site
4 and others as designated by site administration shall be included in such
5 training. If the training occurs during a work day, the District shall provide
6 release time for these bargaining unit members. If the training occurs during
7 non-workdays, these bargaining unit members shall be compensated at the
8 hourly rate of pay.

- 9 5. The District and Association President will meet at the discretion of the As-
10 sociation President from June 1 to September 1 to review progress in master
11 schedule development and compliance with Article 15. During the Fall of
12 each school year the District and the Association President/designee will re-
13 view the efforts made at the school site and District Office levels to bring all
14 individual class enrollments as close as possible to the department maxi-
15 mums listed in section 15.1 of the Collective Bargaining Agreement. This
16 process shall include review of the weekly overage reports on a site by site
17 basis and/or other district-generated reports that outline class size overages.
18 The process will also include a review by the Association President/designee
19 and the District of those “special and/or unavoidable” circumstances that
20 may have caused isolated overages or imbalances.

- 21 6. Each site Associate Principal (APED) or equivalent administrator shall meet
22 with the site Association Representative in the two (2) summer weeks prior
23 to the opening of school for the purpose of sharing information relative to
24 the status of the site master schedule.

- 25 7. Site staff will contact each feeder school no later than the first week of June
26 to verify the number of incoming 9ths graders by category. (ELL, Sp. Ed.,
27 Reg. Ed., etc.). The District will share demographic projections for each
28 school site with ESTA in writing before the last workday in June.

- 29 8. No later than July 15th APEDs will review their site first scheduling run per-
30 centage and report that result to the site principal. A copy of the results will
31 be sent to the Superintendent/designee on the day of the run and made avail-
32 able to the Association President.

- 1 9. By the last week of July, all site scheduling runs will be 75% or greater with
2 departmental class size maximums in core subject areas set to no more than
3 two students over as defined in Article 15. Any site that does not meet the
4 75% standard will immediately notify the Superintendent/designee in writ-
5 ing.
- 6 10. The District will provide these sites additional intervention assistance until
7 scheduling runs are 90% or above. This intervention assistance will include
8 personnel from the Information Systems Department and other District em-
9 ployees traveling to sites as a mobile resource team to assist the site until
10 they reach the 90% threshold.
- 11 11. Site administrators will immediately follow all directives of District inter-
12 vention experts.
- 13 12. By the end of first week of August, sites will finalize all “mechanical” ad-
14 justments to their master schedules, except for extenuating circumstances
15 which will be reported to the Superintendent/designee and explained to the
16 ESTA Building President at an August meeting with the APED.
- 17 13. By the end of the first week of August, all sites will provide the Superinten-
18 dent/designee copies of scheduling runs which show a minimum of 90% of
19 the total (aggregate) student body placed in six classes. These classes shall
20 not include non-instructional titles such as “Open period”, “See Counselor”,
21 “See Administrator”, and so forth. Any site needing to make changes in
22 teacher allocations will notify the Superintendent/designee at this time.
- 23 14. Sites which have not met the 90% standard will take steps (designated by the
24 Superintendent/designee) to remedy this condition within a stipulated time
25 frame. Such steps may include the assignment of additional workdays for
26 site staff, the District-level management of the scheduling process and/or
27 other actions deemed appropriate and necessary by the Superinten-
28 dent/designee in order to achieve the standard. Such steps will be communi-
29 cated to the Association President on a site by site basis.
- 30 15. Prior to the opening of school, class size maximums shall be reset to limits
31 as outlined in Article 15. The target date for completion of all class size bal-
32 ancing according to the “every effort standard” shall remain the fifteenth
33 (15) day of school, plus or minus two days.

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16. On the morning of the 18th workday of each semester, the District shall produce a complete set of printed master schedules for each school, formatted as requested by the Association President. Copies of these documents shall be provided to the Association President. These documents shall become the official record for all matters relating to compliance of the District’s having met the “every effort” standard for the current semester, unless a different set of official records is mutually agreed to by both parties.
17. The Superintendent/designee will cause a report to be made to the School Board at its first October meeting, which will include the degree to which each comprehensive school site has met its responsibilities under Article 15 of the CBA. This report shall be agendized as a report item and provided to the Association President at least one week prior to the meeting. This report shall be based upon data on day seventeen (17) of school, and include, for each school:
- The percentage of successful student placement on the last student information system master schedule run.
 - The total number of classes over Article 15 limits.
 - The number of students with incomplete schedules.
 - The number of students upon which staffing projections were made and the actual number of students enrolled.
 - All changes to sites’ certificated FTE allocation since the first day of school.
 - The number of students that have had class changes since the first day of school.
18. The District will continue to provide training pursuant to appropriate class size balancing techniques to all APEDs, counselors, counseling technicians, and other staff. Attendance at these training sessions will be mandatory unless prior approval is secured from the Superintendent/designee.

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- 19. When the District modifies the document entitled “Master Schedule Building: Template and Checklist for APEDs” or by whatever title it may come to be known, a complete copy will be provided to the Association President.

- 20. Dates in paragraphs 1-19 of this document are predicated on an opening of school in the second week of August. Any earlier school opening will adjust these dates accordingly.

- 21. The District will provide the Association read-only access at the Mt. Hamilton Offices to its scheduling and class size databases and report generating capabilities for all sites, classes and teachers through the use of Infinite Campus or equivalent software. Costs for hardware and installation and maintenance of software shall be borne by the Association.

¹ The stipulated Arbitrator’s Award authorized and rendered by Arbitrator Barbara Bridgewater and dated October 8, 2004.

The stipulated Arbitrator’s Award authorized and rendered by Arbitrator Norman Brand and dated November 14, 2001.

The stipulated Arbitrator’s Award authorized and rendered by Arbitrator Bonnie Bogue and dated December 3, 1999.

The Arbitrator’s Opinion and Award, Case number 88-124-LA, rendered by Arbitrator Barry Winograd and dated July 14, 1988.

The stipulated Arbitrator’s Award authorized and rendered by Arbitrator Emily Maloney and dated November 22, 1982.

APPENDIX L

Computation of “Average Per-Member Health & Welfare Benefits Cost

Step 1: Determine the number of active bargaining unit members on appropriate date.

- a) 2005-2006 fiscal year: January 1, 2006
- b) Subsequent years: September 15 (shortly after opening of school)

Step 2: Determine the number of active bargaining unit members who have chosen to participate in each of the three (3) medical plan offerings as of dates used in Step 1.

- a) Kaiser HMO (or successor)
- b) Blue Cross HMO (or successor)
- c) District self-funded indemnity PPO (UAS or successor)

Note: The sum of the values in Steps 2a, 2b and 2c should equal the value in Step 1.

Step 3: Determine vendor cost of composite rate for active bargaining unit member participation in specific plans, following execution of contract with vendors (approximately July 1) for succeeding school year.

- a) Kaiser HMO (or successor)
- b) Blue Cross HMO (or successor)
- c) District self-funded indemnity PPO (UAS or successor)
- d) Delta Dental (or successor)
- e) VSP Vision (or successor)
- f) Life Insurance (pursuant to 26.19)
- g) Employee Assistance Program (MHN or successor)

Step 4: Determine per-plan aggregate cost for active bargaining unit members.

- a) Kaiser: Value in Step 2a multiplied by value in Step 3a
- b) Blue Cross: Value in Step 2b multiplied by value in Step 3b
- c) UAS: Value in Step 2c multiplied by value in Step 3c
- d) Delta Dental: Value in Step 3d multiplied by value in Step 1
- e) Vision: Value in Step 3e multiplied by value in Step 1
- f) Life: Value in Step 3f multiplied by value in Step 1
- g) EAP: Value in Step 3g multiplied by value in Step 1

Step 5: Add all results 4a, 4b, 4c, 4d, 4e, 4f and 4g. This yields the total cost of health and welfare benefits for all active bargaining unit members.

Step 6: Divide result of Step 5 by result from Step 1 to determine average per-member health and welfare benefits cost.

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SIDE LETTER OF AGREEMENT

PRESIDENT’S RELEASED TIME

For the duration of the contract, the Association agrees to reimburse the District for 60% of the cost of the East Side Teachers Association (ESTA) President's release. The ESTA President will be designated as a teacher on special assignment for the remaining 40% of his/her time for purposes of problem solving contractual issues and acting as a resource for conflict resolution.

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SIDE LETTER OF AGREEMENT
EARLY RETIREMENT INCENTIVE

The District and the Association agree when early retirement incentives are available they will be offered equally and fairly to all bargaining unit members who are qualified. The minimum qualifications agreed to by both parties shall be 55 years of age and 20 years of service to the District. No bargaining unit member will be offered a lesser or greater incentive than another bargaining unit member when their qualifications are the same. No consideration for incentive will be given based on past performance of duties. The sole criterion for determining incentives shall be the cost savings accrued to the District.

1 **SIDE LETTER OF AGREEMENT**

2 **SICK LEAVE BANK**

3
4
5 Upon the effective date of this Agreement, a voluntary Sick Leave Bank shall be
6 established for unit members covered by this Agreement who:

- 7
8 a. Have a serious illness or disability; or
9 b. Have a calamity in their immediate family requiring their pres-
10 ence; and who
11 c. Have exhausted their own accumulated sick leave.

12
13 Upon the effective date of this Agreement and at the beginning of each school
14 year thereafter, each eligible member of the professional staff covered by this
15 Agreement may contribute one day of his/her annual allotment of sick leave in or-
16 der to fund the Bank.

17
18 Unit members who decide to participate in the Bank for the current year shall no-
19 tify the Human Resources Office no later than December 20, 2002. Such notifica-
20 tion shall be in writing. For subsequent years, the enrollment period ends on the
21 last workday of September. Participation continues annually unless the member
22 notifies the Human Resources Office in writing by the last workday of September.

23
24 Eligible members who begin after the regular school year has started have one
25 month from their starting date to notify the Human Resources Office if they wish
26 to join the Bank.

27
28 Members who have contributed for at least two years may defer contributions and
29 maintain membership in the Sick Leave Bank. If the Sick Leave Bank falls below
30 fifty days, it shall be replenished by an automatic contribution of one additional
31 day from each member of the bank. Such replenishment may occur no more than
32 once per year.
33

1 A Sick Leave Bank Committee will be established consisting of five (5) members
2 designated by the Association. The Committee is responsible for its own internal
3 organization and for establishing application procedures. The decisions of the
4 Committee are final and binding. Such decisions are not subject to the grievance
5 procedure.

6
7 The District shall administer the Sick Leave Bank. The Human Resources Office
8 will set-up and maintain the Bank's records.

9
10 The Sick Leave Bank will become operative when the number of days reaches
11 100.

12
13 Eligibility for an amount of additional sick leave to be granted shall be governed
14 by the following criteria:

- 15
16 a. Applicant is a current contributing member of the Bank or has
17 contributed at least two days to the Bank.
18 b. Adequate evidence of serious illness or disability.
19 c. Evidence of calamity in the immediate family.
20 d. Prior utilization of all eligible sick leave.

21
22 The initial grant of sick leave by the Committee shall not exceed twenty (20)
23 days. The Committee may grant extensions upon demonstration of need by the
24 applicant.

25
26 Unused days in the Sick Leave Bank shall be carried over into the Bank that is es-
27 tablished for the next academic year.
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one semester. An extension of the agreement may be sought by a repetition of the same process.

5. All students at Oak Grove High School will be supervised by the OGHS staff and administrators, and they will be held to the same behavior standards as all other ESUHSD students.

6. The agreements in this Side Letter shall be honored by the Association and the District. Alleged violations of the terms in this Side Letter shall be subject to the grievance process as specified in the CBA.

SIDE LETTER OF AGREEMENT

WestEd QTEL PROGRAM

1. The East Side Teachers Association and the East Side Union High School District agree to the following regarding the WestEd QTEL Program as it relates to the Collective Bargaining Agreement:
2. Currently there are five sites considering entering into the WestEd QTEL project, namely: JL, MP, WO, SC, and YB.
3. Each site will follow the provisions in Article 18, specifically 18.4 – Site Based Decision Making Team, Articles 31 and 32, and Appendix H. School wide change votes will require no less than a 2/3 vote as stated in Article 31.
4. There will be no changes in working conditions, as any bargaining unit member may opt out of the program. It is a voluntary program including the staff development, coaching, and follow-up in-classroom components.
5. The 6 days of staff development, both pre- and post-service, will conform to all provisions in Article 32 – Professional Development Team – including Section 32.5 (per diem payment).
6. Funding options for participating sites include categorical funds, such as Title I, II, and III, SIP, State Professional Development and EIA funds. No General Fund expenditures will be used, and funding currently being used for programs at non-participating schools will not be used for, or diverted to, this program.
7. Bargaining Unit Members who choose not to participate will not be discriminated against or denied the ability to participate in other site/district programs, or otherwise treated differently than participating Bargaining Unit Members.
8. The agreements in this Side Letter shall be honored by the Association and the District. Alleged violations of the terms in this Side Letter shall be subject to the grievance process as specified in the CBA.

Teacher Name: _____

Date: _____

Administrator of Record: _____

Due: September 30

ON-TRACK CERTIFICATED EVALUATION PROFILE

Directions This document is to be completed by each “on-track” bargaining unit member and returned to the administrator of record or his/her designee by September 30.

Please examine each of the California Standards for the Teaching Profession and assess your strength in that area. Circle a plus, o.k. or minus to identify your sense that this area is an area of strength for you, that you are competent in the area or that you feel you may have weaknesses in the area. Consider using an area of weakness as a focus to work on for this school year. This profile will be reviewed with your administrator of record at your intake interview.

This document will not be placed in the member’s personnel file.

Standard 1: Engaging and Supporting all Students in Learning

1.	Connecting students’ prior knowledge, life experience and interests with learning goals.	-	OK	+
2.	Using a variety of instructional strategies and resources to respond to students’ diverse needs.	-	OK	+
3.	Facilitating learning experiences that promote autonomy, interaction and choice.	-	OK	+
4.	Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.	-	OK	+
5.	Promoting self-directed, reflective learning for all students.	-	OK	+

Standard 2: Creating and Maintaining Effective Environments for Student Learning

1.	Creating a physical environment that engages all students.	-	OK	+
2.	Establishing a climate that promotes fairness and respect.	-	OK	+
3.	Promoting social development and group responsibility.	-	OK	+
4.	Establishing and maintaining standards for student behavior.	-	OK	+
5.	Planning and implementing classroom procedures and routines that support student learning.	-	OK	+
6.	Using instructional time effectively.	-	OK	+

Standard 3: Understanding and Organizing Subject Matter for Student Learning

1.	Demonstrating knowledge of subject matter content and student development.	-	OK	+
2.	Organizing curriculum to support student understanding of subject matter.	-	OK	+

3.	Interrelating ideas and information within and across subject matter areas.	-	OK	+
4.	Developing student understanding through instructional strategies that are appropriate to the subject matter.	-	OK	+
5.	Using materials, resources and technologies to make subject matter accessible to students.	-	OK	+

Standard 4: Planning Instruction and Designing Learning Experiences for all Students

1.	Drawing on and valuing student’s backgrounds, interests and developmental learning needs.	-	OK	+
2.	Establishing and articulating goals for student learning.	-	OK	+
3.	Developing and sequencing instructional activities and materials for student learning.	-	OK	+
4.	Designing short-term and long-term plans to foster student learning.	-	OK	+
5.	Modifying instructional plans to adjust for student needs.	-	OK	+

Standard 5: Assessing Student Learning

1.	Establishing and communicating learning goals for all students.	-	OK	+
2.	Collecting and using multiple sources of information to assess student learning.	-	OK	+
3.	Involving and guiding all students in assessing their own learning.	-	OK	+
4.	Using the results of assessments to guide instruction.	-	OK	+
5.	Communicating with students, families and other audiences about student progress.	-	OK	+

Standard 6: Developing as a Professional Educator

1.	Reflecting on teaching practice and planning professional development.	-	OK	+
2.	Establishing professional goals and pursuing opportunities to grow professionally.	-	OK	+
3.	Working with communities to improve professional practice.	-	OK	+
4.	Working with families to improve professional practice.	-	OK	+
5.	Working with colleagues to improve professional practice.	-	OK	+
6.	Balancing professional responsibilities and maintaining motivation.	-	OK	+

EAST SIDE UNION HIGH SCHOOL DISTRICT

20__ - 20__ Evaluation Option Form

Name of Teacher: _____ Date of intake interview: _____
(must be completed by November 1)

Administrator of Record: _____ School: _____

Evaluation option chosen by teacher (circle one):

- | | | |
|--------------------|----------------------|---|
| a. Project-based | c. Experiment-based | e. Traditional [agree to extend summary |
| b. Portfolio-based | d. Performance-based | letter deadline _____ (initials)] |

If a, b, c, or d is selected, will this be a team effort? yes no

If yes, who else will be working in this effort? _____

If a, b, c or d is selected, what are the target dates for identifying benchmarks and completion of the effort?

DATE	ACTIVITY TO BE CHECKED OR OBSERVED
_____	_____
_____	_____
_____	_____
_____	_____

_____ <i>Teacher's Signature</i>	_____ <i>Date</i> <small>(must be completed by Nov. 1)</small>	_____ <i>Administrator's Signature</i>
-------------------------------------	--	---

All aspects of non-traditional or traditional evaluations, except for the exit interview, must be completed by April 15 of any given year unless mutually agreed to by the member and the administrator of record. Any extension of these dates must be made in writing on the Evaluation Option Plan not later than April 15.
 An exit interview will occur for each on-track permanent employee not later than April 30 of the evaluation year, unless mutually agreed to in writing on the Evaluation Option Plan. CBA 11.3.4.4/11.3.4.5.

The teacher and the administrator of record agree to extend the contractual deadlines until _____, 20__.

_____ <i>Teacher's Signature</i>	_____ <i>Date</i>	_____ <i>Administrator's Signature</i>
-------------------------------------	----------------------	---

Date of exit interview (must be completed by April 30 unless signed above): _____

Teacher will be: **off-track** **on-track** **on remediation** **unsatisfactory track** for the 20__-20__ school year.
 (circle one)

_____ <i>Teacher's Signature</i>	_____ <i>Date</i>	_____ <i>Administrator's Signature</i>	_____ <i>Date</i>
-------------------------------------	----------------------	---	----------------------

Teacher please note:
 In accordance with Education Code Section 44031, you are hereby notified that this document will be placed in your personnel file at the end of ten (10) working days. You have the right to have your written comments attached and placed in your personnel file.

Return this form to Human Resources for placement in the teacher's personnel file. Make a copy for the teacher.

**East Side Union High School District
Evaluation – Temporary**

Name of teacher: _____ Date of pre-conference: _____

Administrator of Record: _____ Date of observation: _____

School: _____ Date of post-conference: _____

Brief description of the lesson, including objective:

Commendations for the lesson:

Recommendations for improving the lesson:

Areas of strength:

Areas of recommended growth:

Teacher's Signature

Administrator of Record Signature

Teachers please note:

In accordance with Education Code Section 44031, you are hereby notified that this document will be placed in your personnel file at the end of ten (10) working days. You have the right to have your written comments attached and placed in your personnel file.

**EAST SIDE UNION HIGH SCHOOL DISTRICT
&
EAST SIDE TEACHERS ASSOCIATION/CTA/NEA
Problem Resolution Form**

RESOLUTION REACHED

Action Plan:

<i>Action</i>	<i>Person Responsible</i>	<i>Due Date</i>

RESOLUTION NOT REACHED

Give details as to why a resolution was not reached.

Signature of Member (if appropriate)

Date

Signature of Association

Date

Signature of Management

Date

EAST SIDE UNION HIGH SCHOOL DISTRICT
&
EAST SIDE TEACHERS ASSOCIATION/CTA/NEA

Grievance Form

Level I _____ (within 10 school days of occurrence)
Filing Date

Level II _____ (within 5 school days of conclusion of Level I)
Filing Date

Name _____
Member/Association *Management*

List parties involved in this problem: _____

Issue/Concern/Problem: _____

Date of Occurrence: _____

Specific Contract Violation(s): _____

Remedy Sought: _____

WAIVER

AH CA EV FH IH JL MP OG PH ST SC WCO YB

Semester: Fall Spring Date: _____
(circle one)

DEPARTMENTAL

Check and fill out #1 (below) if this is a departmental waiver. Departmental waiver means that all members of the department agree to the waiver.

1. We, the members of the _____ department, wish to waive our rights under Article 15 in its entirety. We understand that by signing this waiver, we agree neither to grieve our class size nor to receive any compensation specified in Article 15.

Signatures of department members: (All members of the department must agree to waive Article 15.)

_____	_____
_____	_____
_____	_____
_____	_____

INDIVIDUAL

Check and fill out #2 (below) if this is an individual teacher/period waiver.

2. I wish to waive my rights under Article 15 in its entirety. I understand that by signing this form, I will neither grieve my class size nor receive any compensation specified in Article 15.

This waiver is for my _____ period _____ class.

For reference purposes only, the current enrollment in this class is _____.

Please print teacher's name: _____

Teacher's signature: _____

Association's signature: _____

Copies to: Director of Human Resources, APED, Dept./Individual, ESTA

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Engaging and Supporting All Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of content
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction and incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Developing as a Professional Educator

- 6.1 Reflecting on teaching practice is support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

SPECIAL EDUCATION WAIVER

AH CA EV FH IH JL MP OG PH ST SC WCO YB

Semester: Fall Spring Date: _____
(circle one)

INDIVIDUAL

I wish to waive my rights under Article 29.5.1 in its entirety.
 I understand that by signing this form, I will neither grieve my class size under Article 29.5 nor receive any compensation specified in Article 29.5.1.

For reference purposes only, the current enrollment in my classes is:

Period 1	<input type="text"/>	Period 4	<input type="text"/>	Period 7	<input type="text"/>
Period 2	<input type="text"/>	Period 5	<input type="text"/>		
Period 3	<input type="text"/>	Period 6	<input type="text"/>		

TOTAL ENROLLMENT

Please print teacher's name: _____

Teacher's signature: _____

Association's signature: _____

Copies to: Director of Human Resources, APED, Dept./Individual, ESTA

29.5 The District agrees to attempt, whenever possible, to maintain Special Day Class (SDC) class size and case-load for Moderate/Severe students (Autistic and Intellectually Disabled) at 10-12.

29.5.1 Compensation and Payments

The District shall begin calculating class size overage payments on the eighteenth (18th) workday of either semester when the total students assigned to the teacher's 4 classroom instructional periods exceeds 48 students at the rate of \$1 for each student per day. Compensation will be computed daily, reported weekly and paid at the end of the each semester.

29.5.2 Only class size waivers voluntarily executed and recorded by the end of the 17th workday of each semester shall void the District's requirement to make class size overage payments.