

**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 22, 2005 – August 31, 2008**

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# ARTICLE 1

## Agreement

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the East Side Union High School District ("District") and the East Side Teachers Association/California Teachers Association/National Education Association ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

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  
14 from 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.

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## 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 activi-  
5                    ties of the employee organization and the equal alternative right of em-  
6                    ployees to refuse to form, join or participate in or support employee or-  
7                    ganization 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  
15                    E.)

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

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

28                    5.4.1.1        Nothing contained herein shall prohibit a bar-  
29                                    gaining unit member from paying dues or ser-  
30                                    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 representational/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 repre-

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

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

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

1 as to membership or non-membership in the Association and in-  
2 dicating any changes in personnel from the list previously fur-  
3 nished.

4 5.4.5 The Association shall indemnify and hold the District harmless  
5 from any and all claims, demands or suits, or other action aris-  
6 ing from the organizational security provisions contained  
7 herein, including reasonable attorney fees and costs. The Asso-  
8 ciation as the indemnitor shall have the exclusive right to decide  
9 and determine which matters shall or shall not be compromised,  
10 resisted, defended, tried or appealed.

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

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

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

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## ARTICLE 6

### Leave Provisions

#### 6.1 General Leave Provisions

6.1.1 Whenever possible, a bargaining unit member must contact the District substitute service or his/her immediate supervisor as soon as the need to be absent is known. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.

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

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

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

6.1.5 Bargaining unit members assigned to summer school shall be allowed one (1) day of absence due to accident or illness during their period of summer employment, without deduction of salary. This allowance shall not be cumulative and shall not be added to the cumulative sick leave of ten (10) days.

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

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

6.1.8 Leaves for other employment may be granted at the discretion of the Board, and decisions here under shall not be subject to Article 13, "Grievance Procedure." Nothing in this section shall deny the bargaining unit member the right to reconsideration.

6.1.9 A bargaining unit member returning from an approved leave of absence shall have the same rights of assignment at the site from which the leave was granted as do all other bargaining unit members at that site.

6.2 Association Leave

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

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

7           6.5.1     Reasons for Leave (any of the following)

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

16           6.5.1.1       A serious health condition is a disabling physi-  
17                     cal or mental illness, injury, impairment, or  
18                     condition that requires hospitalization or a doc-  
19                     tor's ongoing treatment or supervision.

20           6.5.2     Eligibility

21           The bargaining unit member has one year of service with the  
22           District as of the date the leave is scheduled to commence. The  
23           bargaining unit member may use accumulated sick leave to sub-  
24           stitute for all, or part, of unpaid leave under the Family and  
25           Medical Leave Act (FMLA).

26           6.5.3     The District will continue to provide health and welfare benefits  
27                     coverage during the Family and Medical Leave Act (FMLA)  
28                     leave.

1           6.6    Leave Without Pay for Child Bearing Preparation and Child Rearing

2           6.6.1    Leave without pay or other benefits may be granted to a bar-  
3                    gaining unit member for preparation for child bearing and for  
4                    child rearing.

5           6.6.2    The bargaining unit member shall request such leave as soon as  
6                    practicable, but under no circumstances less than thirty (30)  
7                    workdays prior to the date on which the leave is to begin. Such  
8                    request shall be in writing and shall include a statement as to the  
9                    dates the employee wishes to begin and end the leave without  
10                  pay.

11          6.6.3    The determination as to the date on which the leave shall begin  
12                  and the duration of such leave shall be made at the discretion of  
13                  the Superintendent when considering the schedule and replace-  
14                  ment problems of the District.

15          6.6.4    The duration of such leave shall consist of no more than twelve  
16                  (12) consecutive months and shall automatically terminate on  
17                  June 30 in the school year in which such leave is granted. An  
18                  extension may be granted, not to exceed an additional twelve  
19                  (12) months.

20          6.6.5    If the bargaining unit member elects a leave under this Section,  
21                  the bargaining unit member is not entitled to the use of any ac-  
22                  crued sick leave or other paid leave while such employee is on  
23                  child bearing preparation leave or leave for child rearing,  
24                  whether or not the illness or disability is related to a pregnancy,  
25                  miscarriage, or childbirth, or recovery there from. Refer to Sec-  
26                  tion 6.5 for Family and Medical Leave Act.

27          6.6.6    There shall not be a diminution of employment status for child  
28                  bearing or child rearing except that no person shall be entitled to  
29                  compensation or increment, nor shall the time taken on parental  
30                  leave count toward credit for probationary teachers in earning  
31                  permanent status.

1           6.6.7     If a bargaining unit member is on leave for child bearing or  
2                     child rearing and in the event of a miscarriage or death of a  
3                     child subsequent to childbirth, the bargaining unit member may  
4                     request an immediate assignment to a unit position. If there is a  
5                     vacancy for which a bargaining unit member is qualified, the  
6                     District will assign the teacher to a position as soon as practica-  
7                     ble.

8           6.7     Personal Necessity Leave

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

13  
14           6.7.1     A bargaining unit member, at the unit member's election, may  
15                     use up to seven (7) days of accumulated sick leave in any school  
16                     year for reasons of personal necessity as defined below.

17           6.7.2     Types of Personal Necessity

18                    6.7.2.1           Death of a member of the bargaining unit mem-  
19                                     ber's immediate family. This is in addition to  
20                                     regular bereavement leave, Article 6.3. This  
21                                     does not require prior approval.

22                    6.7.2.2           Accident involving the person or property of the  
23                                     bargaining unit member or a member of his/her  
24                                     immediate family. This does not require prior  
25                                     approval.

26                    6.7.2.3           Adoption of a child.

27                    6.7.2.4           If a bargaining unit member is on unpaid leave  
28                                     for child bearing preparation and/or child rear-  
29                                     ing, in the event of a miscarriage or death of a  
30                                     child, a bargaining unit member shall be entitled

1 to use personal necessity leave to care for  
2 his/her child or the mother/father of the child.

3 6.7.2.5 Up to three (3) days of authorized Personal Ne-  
4 cessity Leave may be utilized for reasons of  
5 Compelling Personal Importance. This leave is  
6 to be used only for reasons which the bargaining  
7 unit member cannot reasonably be expected to  
8 disregard and which require the attention of the  
9 bargaining unit member during assigned work-  
10 ing hours of service.

11 6.7.2.5.1 Two (2) of the three (3) days may be  
12 used at the discretion of the em-  
13 ployee. These days shall not fall be-  
14 fore or after a holiday or vacation pe-  
15 riod nor be used for concerted activi-  
16 ties.

17 6.7.2.5.2 One (1) of the three (3) days requires  
18 at least two (2) working days' ad-  
19 vance approval from the immediate  
20 administrator.

21 6.7.2.6 Observance of a Religious Holiday

22 6.7.2.6.1 A unit member may use up to seven  
23 (7) days of personal necessity leave  
24 for observance of religious holidays.

25 6.7.3 Partial day absences for sick leave or personal necessity will be  
26 assessed as per Appendix J.

27 6.8 Legislative Leave

28 A bargaining unit member who holds any other elected position that inter-  
29 feres with the regular school day may file an application with the Superin-  
30 tendent and, with the approval of the Board, be granted a long-term unpaid

1 leave. The bargaining unit member will receive no salary or other benefits  
2 at this time. The bargaining unit member has the option to continue the  
3 District health and welfare benefit program by paying premiums on a  
4 quarterly basis.

5 6.9 Judicial Leave

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

10 6.10 Military Leave

11 6.10.1 Education Code 45059, Military Veteran Code 395 shall be in-  
12 corporated into this Agreement and shall be supplemented as  
13 follows:

14 6.10.1.1 Any bargaining unit member who has one (1)  
15 year or more of service with the District, and  
16 who is called to temporary military duty, shall  
17 receive his/her salary for the first thirty (30)  
18 days of such absence.

19 6.10.1.2 Because most military training can be taken dur-  
20 ing summer periods, personnel are encouraged  
21 to take required training during a school vaca-  
22 tion period.

23 6.11 Other Leaves Without Pay

24 6.11.1 Upon recommendation of the Superintendent and approval of  
25 the Board of Trustees, leave without compensation, increment,  
26 seniority or permanent status credit may be granted for one (1)  
27 school year. The Board may extend the leave on an annual ba-  
28 sis.

29 6.11.2 Leaves under this condition may be granted for professional  
30 study or research. Leaves for purposes other than those listed

1 above may be granted by the Board upon recommendation of  
2 the Superintendent.

3 6.11.3 A bargaining unit member may substitute in the District while  
4 on unpaid leave.

5 6.11.4 Bargaining unit members on a leave of absence will notify the  
6 District in writing of their status as of May 1 of the current  
7 school year. If such notification is not received by the district,  
8 the extent of the district's obligation is to offer an assignment  
9 when a permanent vacancy is available.

10 6.12 Sick Leave

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

13 6.12.1 Full-time bargaining unit members shall be entitled to ten (10)  
14 days leave with full pay for each school year for purposes of  
15 personal illness or injury or leave under the provisions of Fam-  
16 ily and Medical Leave Act (FMLA), except that ten and one-  
17 half (10.5), eleven (11) and twelve (12) month bargaining unit  
18 members shall be allowed ten and one-half (10.5), eleven (11)  
19 and twelve (12) days respectively, each year. Bargaining unit  
20 members who work less than full time shall be entitled to that  
21 portion of the appropriate leave as the number of hours per  
22 week of scheduled duty relates to the number of hours for a full-  
23 time bargaining unit member in a comparable position. Unused  
24 days will be accumulated by bargaining unit members for use, if  
25 necessary, during 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, the bargaining unit member, for  
29 each illness, shall receive the difference between his/her own  
30 salary and the amount paid a substitute, or, if no substitute is  
31 employed, the amount which would have been paid to a substi-  
32 tute, at the current per diem substitute rate up to a total of five



1 (5) calendar months in which schools are in session, exclusive  
2 of the earned personal illness and injury leave days at full pay.  
3 The amount of salary deducted shall not exceed fifty percent  
4 (50%) of the salary due him/her. This section is subject to the  
5 provisions of 6.12.3 below.

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

10 6.12.2.2 Except as provided for in 6.12.2.1 above, differ-  
11 ential paid leave is for leave due to illness or in-  
12 jury of the bargaining unit member.

13 6.12.3 Upon request of the Director of Human Resources, a bargaining  
14 unit member shall be required to present a medical doctor's cer-  
15 tificate verifying the personal injury or illness for the member or  
16 serious health condition of an immediate family member if the  
17 leave is under the provisions of FMLA. The District may re-  
18 quire a medical authorization for the member to return to work.  
19 If circumstances warrant it, the District, at District expense, may  
20 require a bargaining unit member to visit a District-designated  
21 specialist. If the report to the Superintendent or designee con-  
22 cludes that the absence is not sufficiently severe to warrant con-  
23 tinued absence, then the Superintendent or designee, after notice  
24 to the bargaining unit member, may refuse to grant such leave.

25 6.12.4 Partial day absences for sick leave or personal necessity will be  
26 assessed as per Appendix J.

27 6.13 Sabbatical Leave

28 6.13.1 After completing seven (7) consecutive years of full-time ser-  
29 vice, a bargaining unit member will be eligible to apply for a  
30 leave of absence not to exceed a one-year (1) period or a leave  
31 of absence in two (2) semester periods. Said seven (7) years of  
32 consecutive service shall be preceding the granting of the leave.

(Education Code 44967) Not more than one (1) full year's leave shall be granted in each seven (7) year period.

6.13.2 The number of bargaining unit members absent on sabbatical leave at any one (1) time shall not exceed one percent (1%) of the total number of bargaining unit members employed at the time the application was made.

6.13.3 Sabbatical leave applications must be submitted to the bargaining unit member's principal or immediate supervisor no later than four (4) months prior to the end of the semester immediately preceding the leave. The application is then forwarded to the Director of Human Resources. A committee consisting of four (4) representatives chosen by the Exclusive Representative, five (5) management representatives, including the appropriate subject area coordinator, shall screen applications and recommend candidates to the Superintendent for consideration by the Board of Trustees. Whenever possible, the Board will take action on Sabbatical Leaves within thirty (30) days of receiving the Superintendent's recommendation.

6.13.4 Distribution of leaves will be weighed against the following criteria, listed in order of significance and importance:

6.13.4.1 Specific purpose of the sabbatical leave with the written endorsement of at least one (1) person stating that:

6.13.4.1.1 There is a District or school need to be served by the purposes of the sabbatical; and

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

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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 acknowl-  
14 edge receipt of the voluntary transfer request form within a reasonable  
15 amount of time. All applicants for a specific tentative opening will be no-  
16 tified electronically after the opening is filled. The goal is to maintain a  
17 list of open positions on a District web page, which will be updated every  
18 two (2) weeks.

19 7.2.1 No later than the first workday in June of each year, the District  
20 shall publish on the District's website and post at all District  
21 school sites a list of tentative certificated openings and reduc-  
22 tions by school and department for the next school year. Those  
23 tentative openings and reductions which are not known by the  
24 first workday in June will be published and posted five (5)  
25 working days before the end of the school year.

26 7.2.2 Bargaining unit members may apply for transfer to a different  
27 site or any specific tentative opening by filing the transfer re-  
28 quest form with the District prior to May 1. Transfer request  
29 forms shall be made available to bargaining unit members, in-  
30 cluding those on leave, at all District sites. The transfer request  
31 form shall include space for information necessary to implement

1 this policy and must be completed by any bargaining unit mem-  
2 ber who desires to apply for a listed opening. Upon request,  
3 those who apply for such a transfer will receive a copy of the  
4 "transfer list" prior to the end of the school year. The list of per-  
5 sons requesting transfers shall remain in effect until the next  
6 May 1.

7 7.2.3 Should openings occur subsequent to June 1st, the District shall  
8 publish on the District's website and post at all District school  
9 sites these position openings.

10 7.2.3.1 Applicants for a specific tentative opening may  
11 apply after June 1 and before August 20 and  
12 will be considered for the specific opening for  
13 which they apply. An acknowledgment of the  
14 receipt of their transfer request form will be sent  
15 to them.

16 7.2.4 If a transfer offer is made on or before July 27, an applicant has  
17 up to ten (10) weekdays or until August 1, whichever is earlier,  
18 to accept the offer in writing or by e-mail. In no case will the  
19 applicant have fewer than three (3) weekdays to respond. If a  
20 transfer offer is made after July 27, the applicant has three (3)  
21 weekdays to accept. Once the offer is accepted, the transfer is  
22 mutually binding.

23 7.3 Bargaining unit members who apply for open Appendix C, Part II posi-  
24 tions will be given priority over non-bargaining unit applicants. The final  
25 selection is within the discretion of the site/district management.

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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.)

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- b. The skills and experiences that best meet the needs of the school and/or District as determined by the principal.
  
- c. If a tie still exists after application of a and b above, said tie shall be broken by a flip of a coin.

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

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

7.4.2 Involuntary Transfers Due to Educational Needs

7.4.2.1 "Educationally-related needs" as used below includes special program needs, the need to maintain staff makeup, conflicts in a department, etc.

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

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

1                                   7.4.2.4                   Bargaining unit members being transferred in-  
2 voluntarily shall be given the opportunity to ex-  
3 press a preference for the school and position to  
4 which transfer is made.

5                                   7.4.2.5                   The Superintendent/designee shall consult with  
6 the Association President/designee with respect  
7 to and prior to the implementation of an invol-  
8 untary transfer. Such consultation shall specify  
9 the educational need(s) and confirm that such  
10 transfer is not arbitrary or capricious.

11           7.5           Priority Transfers

12           A full time bargaining unit member who requests a transfer for two (2)  
13 consecutive years and does not have the transfer granted shall be guaran-  
14 teed a transfer upon his/her third consecutive request. This guarantee shall  
15 be dependent upon the existence of open positions for which the bargain-  
16 ing unit member is "credentialed and qualified." A bargaining unit mem-  
17 ber may request a particular placement and/or assignment; however, a bar-  
18 gaining unit member is only guaranteed a position, not a specific site or  
19 assignment. If a position is offered and rejected by the bargaining unit  
20 member, the bargaining unit member loses priority transfer rights. For the  
21 purposes of this provision, a bargaining unit member who submits his/her  
22 third request and finds that there are no openings available shall be enti-  
23 tled to submit subsequent requests on a consecutive year-by-year basis un-  
24 til an appropriate opening becomes available. A bargaining unit member  
25 who has been served with a notice of unprofessional conduct or incompe-  
26 tence as specified in Education Code Section 44938, or where the most re-  
27 cent evaluation has been unsatisfactory, or where the member is currently  
28 in a remediation program shall not be eligible for transfer under this sec-  
29 tion. Should a bargaining unit member who is otherwise qualified for  
30 transfer under this provision be exonerated of charges pursuant to the dis-  
31 missal provisions for permanent employees specific in the Education  
32 Code, or be exonerated of the unsatisfactory evaluation rating through the  
33 grievance procedure, he/she will be eligible to apply for this priority trans-  
34 fer upon determination of his/her case. For the purpose of this section, the



1 term "credentialed and qualified" means possession of an appropriate Cali-  
2 fornia Credential authorizing service in the subject area in which the bar-  
3 gaining unit member has requested a transfer. In the case of a General  
4 Secondary Credential or a multiple subject credential, experience teaching  
5 in the given subject area for at least one (1) semester in the last ten (10)  
6 years shall be required. Before a bargaining unit member who qualifies  
7 for a priority transfer is offered an assignment at another site, the Associa-  
8 tion and the District will meet and confer. The same timelines for accep-  
9 tance apply as in Section 7.2.4.

10 7.6 Open Position(s)

11 7.6.1 Full-time teaching positions which become open during the  
12 course of the school year will be opened to those who have re-  
13 quested transfer to the site involved and are qualified. Mini-  
14 mum qualifications for the purposes of this article mean posses-  
15 sion of the appropriate credential.

16 7.6.2 Full-time, non-teaching, bargaining unit positions which be-  
17 come open during the course of the school year will be opened  
18 and the positions and qualifications posted to the entire bargain-  
19 ing unit.

20 7.6.3 Part-time non-teaching bargaining unit positions which become  
21 open during the course of the school year may be filled "in-  
22 house" for the duration of the school year. Should such posi-  
23 tion(s) exist the pursuant year, the position(s) will be opened  
24 and posted to the entire bargaining unit at the end of the school  
25 year in which the position(s) originally occurred.

26 7.7 Split Assignments

27 Bargaining unit members normally assigned to one (1) school who, on a  
28 daily basis, are subject to a split assignment between sites, shall teach no  
29 more than four (4) periods in a school day unless otherwise requested by  
30 administration and agreed upon by the bargaining unit member. The bar-  
31 gaining unit member shall have a travel period as part of his/her working  
32 day. If a bargaining unit member is assigned to three (3) or more sites,

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two (2) travel periods will be assigned. If the total travel time is more than two (2) hours per day, a timecard will be provided for the travel time over two (2) hours.

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

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## 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.

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## ARTICLE 9

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### 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 ser-  
27 vice (in the last three years) in that position (or department) at the  
28 site of the restored position.

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

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. [Moved from 26.12]

1 **ARTICLE 10**

2 **Summer School**

3 10.1 If and when summer school is authorized by the Board of Trustees, the  
4 following 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

1 priority appointment, provided that the teacher's credential(s) authorizes  
2 services in the subject area of the course. Nothing in Articles 10.5 and  
3 10.6 will compel the District to authorize summer school.

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

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

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

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

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

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

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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 teach-  
13 ers 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 stan-  
20 dards, shall be evaluated every five (5) years if the unit member  
21 and the evaluator consent to this schedule. Either party may with-  
22 draw consent with written notice. The Superintendent/designee  
23 will consult with the Association President/designee with respect  
24 to and prior to the withdrawal of the consent. Withdrawal of con-  
25 sent by either party shall not be subject to the grievance procedure.



1 11.3.2 Every permanent teacher who is not on remediation or on the unsatisfactory  
2 evaluation track shall be notified in writing of his/her status as on-track or  
3 off-track. This notification shall take place by September 15 of any given  
4 year. Such notice shall identify the teacher's administrator of record. Ac-  
5 companying this notification will be the self-evaluation profile for comple-  
6 tion by the on-track bargaining unit member.

7 11.3.3 On-track self-evaluation profiles shall be completed by all on-track perma-  
8 nent teachers and returned to the administrator of record no later than Sep-  
9 tember 30 of any given year.

10 11.3.4 On-Track Procedure

11 11.3.4.1 At any time before November 1, any permanent teacher who is on-  
12 track may request of the principal/director that the administrator of  
13 record be changed. Should the principal/director agree that a  
14 change of evaluator is warranted, such change will be made before  
15 any formal work on the evaluation begins.

16  
17 11.3.4.2 Administrators shall schedule intake interviews with on-track per-  
18 manent teachers. The Evaluation Option Plan shall be completed  
19 at this meeting. All intake interviews shall be completed by No-  
20 vember 1 of any given year.

21  
22 11.3.4.3 Permanent teachers may select from the non-traditional or tradi-  
23 tional evaluations. A plan for completion of the evaluation must  
24 be identified in the intake interview on the Evaluation Option  
25 form.

26  
27 11.3.4.3.1 **Non-Traditional Evaluation** – A teacher may work  
28 as an individual or as a member of a team to complete  
29 a non-traditional evaluation project reasonably related  
30 to his or her subject area and expertise. This may be

1 project-based, portfolio-based, experiment-based or  
2 performance-based.

3  
4 11.3.4.3.1.1 Should a permanent teacher be unable to  
5 complete the non-traditional evaluation,  
6 the default process will be a traditional  
7 evaluation.

8  
9 11.3.4.3.2 **Traditional Evaluation** – A permanent teacher select-  
10 ing this method of evaluation will participate in a pre-  
11 observation conference, a full-period observation and a  
12 post-observation conference. The result of this proc-  
13 ess will be a summary letter of evaluation written by  
14 the administrator of record. The administrator of re-  
15 cord and the teacher shall meet in the pre-evaluation  
16 conference and mutually agree to the elements upon  
17 which the evaluation is to be based. These elements  
18 shall include: 1) objectives set for the specific les-  
19 son(s) to be observed, 2) means for assessing whether  
20 these objectives were met, and 3) a review of how this  
21 lesson fits into the overall curriculum.

22  
23 11.3.4.3.2.1 The bargaining unit member and the  
24 evaluator shall make a good faith at-  
25 tempt to reach mutual agreement on the  
26 member’s goals and objectives. To the  
27 extent the evaluator and the bargaining  
28 unit member disagree, the evaluator  
29 shall state reasonable goals and objec-  
30 tives by which the member is to be  
31 evaluated. The bargaining unit member  
32 may specify his/her positions, in writing,

1 to be attached to the Evaluation docu-  
2 ments, including any constraints which  
3 the member believes inhibit his/her abil-  
4 ity to meet the stated goals and objec-  
5 tives. Any dispute concerning the rea-  
6 sonableness of the goals and objectives  
7 stated by the evaluator may be grieved  
8 as provided in Article 13 of this Agree-  
9 ment.

10  
11 11.3.4.3.2.2 The evaluator will notify the on-track  
12 bargaining unit member of the date and  
13 period when the formal observation will  
14 take place.

15  
16 11.3.4.3.2.3 The summary letter shall be submitted to  
17 the bargaining unit member no more  
18 than 10 working days after the formal  
19 observation, unless an extension is mu-  
20 tually agreed to on the Evaluation Op-  
21 tion Plan.

22  
23 11.3.4.3.2.4 The bargaining unit member will be  
24 given the opportunity to sign and date  
25 the summary letter signifying that he/she  
26 has read the document and has been pro-  
27 vided the opportunity to attach a written  
28 response that shall become part of the  
29 permanent record.

30  
31 11.3.4.4 All aspects of non-traditional or traditional evaluations, except for  
32 the exit interview, must be completed by April 15 of any given

1 year unless mutually agreed to by the bargaining unit member and  
2 the administrator of record. Any extension of these dates must be  
3 made in writing on the Evaluation Option Plan not later than April  
4 15.

5  
6 11.3.4.5 An exit interview will occur for each on-track permanent employee  
7 not later than April 30 of the evaluation year, unless mutually  
8 agreed to in writing on the Evaluation Option Plan.

9  
10 11.3.4.6 The Evaluation Option Plan must be completed for all on-track  
11 bargaining unit members, signed and dated by both the member  
12 and the administrator of record, before the original is sent to the  
13 Human Resources Office for placement in the personnel file.

14  
15 11.3.4.7 At the exit interview, bargaining unit members must be told of  
16 their status for the following year: off-track, on-track or on reme-  
17 diation. If the unit member meets all of the criteria in 11.3.1.1, his  
18 or status for the following four (4) years will be off-track, with the  
19 fifth year designated as on-track.

20  
21 11.3.5 Placement on the Remediation Track

22  
23 11.3.5.1 A permanent employee must have been on-track immediately prior  
24 to being placed on remediation.

25  
26 11.3.5.2 Prior to placing a permanent employee on remediation, the admin-  
27 istrator of record must meet the following requirements:

28  
29 11.3.5.2.1 The administrator of record must observe the perma-  
30 nent teacher at least two (2) times in the first semester,  
31 with no observation occurring within five (5) working  
32 days of another observation.

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11.3.5.2.2 The administrator of record must observe the permanent teacher at least three (3) times in the second semester, with no observation occurring within five (5) working days of another observation.

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

11.3.5.2.4 At the conclusion of each observation, and within five (5) working days, a written note identifying both weaknesses and recommendations for correction of these weaknesses must be given to the permanent teacher.

11.3.5.2.5 A formal evaluation must be completed in each semester prior to the permanent teacher being placed on remediation.

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

11.3.5.2.7 If the teacher is to be placed on remediation, the second summary letter, completed within five (5) working days of the formal evaluation, shall identify the permanent teacher's performance as "unsatisfactory" and "needing remediation."

1 11.3.5.2.8 At the permanent teacher’s exit interview, the bargain-  
2 ing unit member shall be notified of his/her status for  
3 the following year as “on remediation.”  
4

5 11.3.5.2.9 If a permanent teacher is going to be placed on reme-  
6 diation, neither the administrator of record nor the bar-  
7 gaining unit member may waive the timelines for  
8 completion of the evaluation process during the on-  
9 track year.  
10

11 11.3.6 Remediation Year  
12

13 11.3.6.1 A Remediation Plan must be completed by the administrator of re-  
14 cord, and the permanent teacher must be notified of the plan no  
15 later than the fifth working day of the school year in which the bar-  
16 gaining unit member will be on remediation.  
17

18 11.3.6.1.1 The administrator of record will attempt to meet and  
19 share the remediation plan with the permanent teacher  
20 in person; however, should the bargaining unit mem-  
21 ber be unavailable, the remediation plan shall be  
22 mailed, by registered mail, to the last residence ad-  
23 dress the site administration has for the member. This  
24 letter shall be postmarked no later than the fifth work-  
25 ing day of the school year in which the bargaining unit  
26 member will be on remediation.  
27

28 11.3.6.2 Permanent teachers on remediation shall participate in an assis-  
29 tance program, which the District will provide. Exemplary teach-  
30 ers will assist the teacher on remediation in the areas of subject  
31 matter knowledge, teaching strategies, classroom management and

1 teaching methodologies, as appropriate. This assistance is suppor-  
2 tive in nature and in no way evaluative.

3  
4 11.3.6.3 During the course of the year in which the bargaining unit member  
5 is on remediation, the administrator of record shall complete at  
6 least five (5) observations and one (1) formal evaluation each se-  
7 mester. No observation shall occur within five (5) working days of  
8 another observation.

9  
10 11.3.6.3.1 Observations in the second semester shall precede the  
11 formal evaluation.

12  
13 11.3.6.3.2 Observation forms shall be completed within five (5)  
14 working days of the observation and shall refer to the  
15 progress made towards the goals identified in the  
16 Remediation Plan.

17  
18 11.3.6.3.3 The second semester formal evaluation shall be com-  
19 pleted by April 15.

20  
21 11.3.6.4 By April 30 of the remediation year, the bargaining unit member  
22 shall be placed on-track, on remediation or on the unsatisfactory  
23 evaluation track for the following year. Such determination is  
24 made by the administrator of record noted on the Remediation  
25 Plan, filed with the Human Resources Office and placed in the bar-  
26 gaining unit member's personnel file.

27  
28 11.3.6.4.1 A permanent teacher who has successfully completed  
29 a year of remediation, as identified by the administra-  
30 tor of record on the Remediation Plan, shall be placed  
31 on-track for the subsequent school year.

32

1 11.3.6.4.2 A permanent teacher who has been partially successful  
2 during the remediation year, as identified by the ad-  
3 ministrator of record on the Remediation Plan, shall be  
4 placed on remediation for the subsequent year.

5  
6 11.3.6.4.3 A permanent teacher, who has been unsuccessful dur-  
7 ing the remediation year, as identified by the adminis-  
8 trator of record on the Remediation Plan, shall be  
9 placed on the “Unsatisfactory Evaluation Track.”

10  
11 11.3.6.5 If the permanent teacher who is on remediation is going to be  
12 placed on the unsatisfactory evaluation track, the second semester  
13 summary evaluation letter shall identify the bargaining unit mem-  
14 ber’s performance as “unsatisfactory.”

15  
16 11.3.7 Unsatisfactory Evaluation Track

17  
18 11.3.7.1 The Board of Trustees shall receive the name and evaluation re-  
19 cord of any bargaining unit member placed on the unsatisfactory  
20 evaluation track no later than the first Board of Trustees’ meeting  
21 of the new school year. The Board will approve the concerted ef-  
22 forts of the site and district administration to either remediate or  
23 dismiss the permanent teacher placed on the unsatisfactory evalua-  
24 tion track.

25  
26 11.3.7.2 Consistent with the Education Code, a permanent teacher on the  
27 unsatisfactory evaluation track may find himself/herself facing  
28 dismissal proceedings. At any point, the bargaining unit member  
29 who shows a good faith effort at correcting the deficiencies may be  
30 removed from the unsatisfactory evaluation track and placed on  
31 remediation. Such determination shall be made at the discretion of  
32 the District.



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11.4 Non-Classroom Bargaining Unit Member Evaluations

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

11.5 Grievance and Evaluation

11.5.1 Prior to an evaluation becoming part of the permanent record, the bargaining unit member shall have the right to file a grievance on the procedure of the evaluation. The summary letter, once the grievance is filed within the specified time limit, shall be maintained in the grievance file until the grievance is resolved.

11.5.2 Filing a grievance on the procedure of the evaluation does not preclude the administrator of record and district from continuing the evaluation process, including placing a bargaining unit member on ~~the~~ remediation or unsatisfactory track.

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

11.5.4 The bargaining unit member will have the right to use District Policy 4161 to seek redress on any concerns regarding the evaluations that are outside the 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 re-  
11 cord, 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 re-  
15 cord 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.

34  
35 **Project-Based Evaluation** – Project-based evaluation may be based upon the partici-  
36 pation of an individual teacher or a team of teachers in a project reasonably related to

1 the individual's or team's subject area or expertise. The completed project may be as-  
2 sessed through observation and a review of all documents generated throughout the  
3 evaluation period.

4  
5 **Experiment-Based Evaluation** – Experiment-based evaluation may involve using new  
6 methodologies, perhaps teaming with other teachers with a focus upon inter-  
7 disciplinary instruction and the development of new lessons.

8  
9 **Portfolio-Based Evaluation** – Portfolio-based evaluation may be based on the collec-  
10 tion of “best lessons” or projects and activities utilized with the students for inclusion  
11 in a portfolio. The completed project may be assessed through observations of some of  
12 the “best practices” and a review of the final portfolio. The portfolio should be a com-  
13 plete teacher's guide to each of the lessons or projects included.

14  
15 **Performance-Based Evaluation** – Performance-based evaluation may focus upon an  
16 instructional unit consisting of at least five (5) lessons. The teacher will evaluate stu-  
17 dent mastery of the unit objectives through performance or authentic assessment tech-  
18 niques. The administrator of record will be invited to observe such demonstrations of  
19 competence. Documentation created during this project may be made available to in-  
20 terested staff.

21  
22 **Evaluation Option Plan** – Form used to establish the on-track employee's evaluation  
23 plan for the year.

24  
25 **Observation Form** – A written note including comments by the administrator of re-  
26 cord during a short period of observation. For a bargaining unit member who is or may  
27 be placed on remediation, the comments must include both weaknesses observed and  
28 recommendations for correction of these weaknesses.

29  
30 **Remediation Plan** – A formal written plan identifying specific goals and objectives, as  
31 well as timelines and activities that need to be met and completed in order for the bar-  
32 gaining unit member on remediation to improve his/her performance as an educator.

33  
34 **Day of School (Workday)** – Any bargaining unit member's mandatory working day  
35 (presently 182 workdays in a contractual year).

## ARTICLE 12

### Personnel Files

- 1  
2
- 3 12.1 No materials other than standard record keeping material shall be placed  
4 in 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 let-  
7 ter placed in a member's file at the same time such letter is placed in the  
8 file. The member shall have the right to opt out of this provision in writ-  
9 ing.
- 10 12.2 Upon written authorization by the teacher, a representative of the Associa-  
11 tion shall be permitted to examine and/or obtain copies, at the bargaining  
12 unit member's expense, of materials in such teacher's personnel file. Said  
13 bargaining unit member shall have the right to inspect any personnel files  
14 pertaining to him/her at any time during business hours.
- 15 12.3 The person/persons who draft and/or place material in a teacher's person-  
16 nel file shall sign the material and signify the date on which the material  
17 was drafted.
- 18 12.4 Access to personnel files shall be limited to the members of the District  
19 administration on a need-to-know basis. Board members may request the  
20 review of a teacher's file at a duly constituted personnel session of the en-  
21 tire Board. The contents of all personnel files shall be kept in the strictest  
22 confidence.
- 23 12.5 The East Side Union High School District, in its employment relationship  
24 with certificated bargaining unit members, shall in all respects continue to  
25 abide by the collective bargaining agreement language as specified in this  
26 Article. Further, it is noted by the District that each bargaining unit mem-  
27 ber has specific statutory rights provided for and guaranteed by the Fifth  
28 and Fourteenth Amendments to the Constitution, and by case law includ-  
29 ing, but not limited to, *Skelly v. State Personnel Board* (1975), *Weingarten*  
30 *v. NLRB* (1975), *Miller v. Chico* (1979), and Education Code 44031,  
31 44663, 44664. It is further understood that these rights apply to all files,

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including electronic files. The District further agrees to inservice administrators on the above issues and to make clear that all personnel files are to be kept at the District Office only.

1

## ARTICLE 13

2

### 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.

1           13.6   Level 1

2           Within ten (10) school days after the occurrence of the act or omission  
3           giving rise to the grievance, the grievant shall notify his/her immediate  
4           supervisor, in writing, of his/her intent to file a grievance. After this writ-  
5           ten notification, the parties have ten (10) days to resolve the issue. The  
6           parties are encouraged to solve the issue informally, and if this is not suc-  
7           cessful, to have a formal Level 1 meeting which will, at the grievant's re-  
8           quest, include an Association site representative and to which the Director  
9           of Human Resources may be invited. Both parties shall make a good faith  
10          effort to resolve the issue at this level. A grievance resolved at Level 1  
11          may be recorded on the Problem Resolution Form. If the issue is not re-  
12          solved, the Grievance Form will be completed in order to proceed to Level  
13          2.

14          13.7   If a grievance arises from act or omission on the part of a member of man-  
15          agement at a level above the principal or immediate supervisor, the griev-  
16          ant shall submit such grievance in writing to the person(s) designated at  
17          the next highest level and the processing of such grievance will be com-  
18          menced at Level 2.

19          13.8   Level 2

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

25          13.8.1   The Level 2 Grievance Panel, which shall be comprised of two  
26          (2) Association members and two (2) certificated administra-  
27          tors, shall meet the first Tuesday of each month, with the excep-  
28          tion of June, which may have a special hearing schedule which  
29          facilitates completing the Level 2 grievance processing by June  
30          30. All Level 2 grievances shall be handled during the month  
31          they are agendized.



1 13.8.2 No person who will be involved in the Level 3 process shall  
2 participate on the Level 2 Panel.

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

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

12 13.8.4 Level 2 Panel Reporting: At such time as the Panel makes a de-  
13 cision, the Director of Human Resources and Association Presi-  
14 dent shall be informed by the full panel of said decision. Within  
15 five (5) days, the District shall deliver to the Association a writ-  
16 ten response to the Level 2 findings.

17 13.9 Level 3

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

29 13.9.1 Should the grievance be submitted to Level 3, none of the pa-  
30 perwork submitted at Level 2 shall be used in the positions for-  
31 warding either by the District or the Association.

1 13.9.2 The Association and the District shall attempt to agree upon an  
2 arbitrator. If no agreement can be reached, they shall request  
3 the State Conciliation Service or American Arbitration Association  
4 to supply a list of five (5) names of persons experienced in  
5 hearing grievances in public schools. Each party shall alter-  
6 nately strike a name until only one (1) name remains. The re-  
7 maining name on the list shall be the arbitrator. The Associa-  
8 tion shall strike the first name. The hearing shall be conducted  
9 under the rules of the American Arbitration Association in ef-  
10 fect at the time of the Arbitration. The fees and expenses of the  
11 arbitrator and the hearing shall be borne equally by the District  
12 and the Association. All other expenses shall be borne by the  
13 party incurring them. The arbitrator shall, as soon as possible,  
14 hear evidence and render a decision on the issue or issues sub-  
15 mitted to him/her. If the parties cannot agree upon a submission  
16 statement, the arbitrator shall determine the issues by referring  
17 to the written grievance and the answers thereto at each step.  
18 The arbitrator will have no power to add to, subtract from or  
19 modify the terms of this Agreement or the written policies,  
20 rules, regulations and procedures of the District. After a hearing  
21 and after both parties have had an opportunity to make written  
22 arguments, the arbitrator shall submit in writing to all parties  
23 his/her findings and recommendations which shall be final and  
24 binding.

25 13.10 Reporting to the Board of Trustees: A bi-monthly report, jointly compiled  
26 by the District and the Association, shall be made to the Board of Trustees  
27 reviewing the status of grievances. This report shall be accepted at the  
28 open session of the Board and may include discussion as an agenda report.  
29

30 13.11 The Association will notify the District annually of its designated grievance  
31 representatives who will receive time off from duties for the process-  
32 ing of grievances past Level 1.

33 13.11.1 Whenever possible, the designated representative shall inform  
34 his/her immediate supervisor at least twenty-four (24) hours

1 prior to his/her release from duties for grievance processing.  
2 Such time off shall be limited solely to representing a grievant  
3 in a conference with a management person, beyond Level 1, and  
4 does not include use of time for matters such as gathering in-  
5 formation, interviewing witnesses, or preparing a presentation.

6 13.12 If a grievance is not resolved by the end of the school year, and the griev-  
7 ant is unable to carry it through the vacation period, it shall be continued  
8 to the next contractual year. Upon resumption of the procedure, the time  
9 limits as agreed to in the grievance procedure shall be adhered to.

10 13.13 Should a grievance not be resolved by the end of the terminating dates of  
11 the contract, the grievance procedure as set forth in this Agreement shall  
12 remain in effect until resolution of said grievance.

13 13.14 The District's records dealing exclusively with the filing and processing of  
14 a grievance shall be maintained separately from the grievant's personnel  
15 file.

16 13.15 All records used in this grievance procedure which may come from per-  
17 sonnel file(s) maintained by the District will be returned to those files  
18 without indication that they had been used in this grievance procedure.

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

1

## ARTICLE 14

2

### Hours

3 14.1 The bargaining unit member's regular workday is seven (7) hours, exclu-  
4 sive of a duty-free lunch. These seven (7) hours include fifteen (15) min-  
5 utes before and after the students' school day. For purposes of this sec-  
6 tion, "students' school day" shall include such time modules as might be  
7 set at each school for independent study, concilium or similar individual  
8 oriented periods. In no event shall a bargaining unit member's workday  
9 exceed seven (7) hours exclusive of a duty-free lunch. When a school is  
10 operating on a finals schedule, a bargaining unit member's workday will  
11 consist of assigned periods, including prep period, and fifteen (15) min-  
12 utes before their first period and fifteen (15) minutes after their last period.  
13 On days when bargaining unit members are scheduled to work but the pu-  
14 pils are not scheduled to be present, the workday shall be the same length  
15 as indicated above for all bargaining unit members, with exceptions noted  
16 in 14.1.1. Exceptions to shorten workday(s) may be made only by the Su-  
17 perintendent or designee.

18 14.1.1 Those bargaining unit members, such as psychologists, nurses,  
19 speech therapists, etc., who are not held to supervision as desig-  
20 nated in 14.2, will be at their assigned work stations for 7.5  
21 hours, exclusive of a duty-free lunch.

22 14.1.2 Effort shall be made between the parties to create consecutive  
23 periods of teaching assignments for full time bargaining unit  
24 members who request part time status. Should the schedule be  
25 unable to accommodate such consecutive scheduling, the ad-  
26 ministrator will offer the bargaining unit member a full time as-  
27 signment.

28 14.2 In addition to the workday indicated in 14.1 above, full-time bargaining  
29 unit members shall participate in other duties for a maximum total of  
30 thirty (30) hours, which shall include, but not be limited to: activities su-  
31 pervision, mandatory back-to-school night, site and District meetings, de-

1                   partment meetings, IEP meetings which cannot be scheduled during the  
2                   workday and other assignments consistent with the Education Code and  
3                   the policies and regulations of the District.

4                   14.2.1     Part time bargaining unit members may be assigned supervision  
5                   for a percentage maximum consistent with their employment  
6                   status. Back-to-school night shall be a mandatory part of the as-  
7                   signed supervision hours.

8                   14.2.2     Bargaining unit members and their immediate supervisors may  
9                   develop a modified supervision plan, which defines their super-  
10                  vision responsibilities for a given school year. Such responsi-  
11                  bilities may include use of the bargaining unit member's duty  
12                  free lunch, preparation time, and time immediately before or af-  
13                  ter school. Participation by the bargaining unit member in such  
14                  a modified supervision schedule shall be voluntary.

15                  14.3     All bargaining unit members shall be entitled to a duty-free lunch period  
16                  of at least thirty (30) minutes duration and at the same time as the lunch  
17                  period established for students. At the beginning of the school year, the  
18                  site administrator may assign some non-classroom bargaining unit mem-  
19                  bers, such as librarians, counselors or advisors, a lunch period at a time  
20                  before or after the students' lunch period.

21                  14.4     The number of scheduled workdays for bargaining unit members shall be  
22                  one hundred eighty-two (182), with the exception of positions listed in  
23                  Appendix C, Stipend Addendum for whom the work year is 192 days, and  
24                  Children's Center Instructors.

25                  14.5     All full time bargaining unit members for whom the high school principal  
26                  is the immediate supervisor shall have a preparation period. The bargain-  
27                  ing unit member's preparation period is intended to be used for profes-  
28                  sional purposes which may include but not be limited to the preparation of  
29                  lessons, meetings with students, or carrying out other duties as assigned  
30                  by the principal or designee when the need arises. Payment at the resident  
31                  substitute rate will be paid to bargaining unit members who are assigned  
32                  to supervise students during their preparation period.

1 14.5.1 All part time bargaining unit members shall be available for  
2 such duties and responsibilities as are identified in 14.5 propor-  
3 tionate to the percentage of their employment. Specific prepara-  
4 tion hours and availability shall be agreed upon by the part time  
5 employee and his/her supervisor at the start of the semester in  
6 which the part time status begins. Should no agreement occur,  
7 the part time person will be available for a percentage of his/her  
8 preparation time during one (1) established period.

9 14.6 Bargaining unit members who are assigned to more than two (2) prepara-  
10 tions for the ensuing year shall be notified by the Principal or designee(s)  
11 as to the reason for said assignment prior to making the assignment. For  
12 the purposes of this section, bilingual and sheltered courses constitute  
13 separate preparations. Combined courses taught during one (1) period are  
14 considered a single preparation. A preparation is a block of time with stu-  
15 dents for which one or more of the following holds:

- 16 • The bargaining unit member is responsible for reporting attendance.
- 17 • The bargaining unit member is required to give grades.
- 18 • The bargaining unit member cannot exclude a student without fol-  
19 low-up paperwork.

20 14.6.1 The District shall make every effort to assign bargaining unit  
21 members no more than three (3) preparations unless agreed to  
22 by the member.

23 14.7 The District and the Association agree to find a means by which they can  
24 provide certificated librarian services for each site excluding on-site con-  
25 tinuation schools.

26 14.8 All teachers shall be notified of their tentative assignment for the ensuing  
27 school year on or before July 1. In departments with declining enroll-  
28 ment/staff, such notice may be "unassigned-pending staff determination."  
29 If any known changes should occur after July 1, the affected teachers shall  
30 be re-notified as to such changes as soon as possible.

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14.9 Recognizing that teacher attendance is important to the continuity of instruction, the district will make every effort to conduct required workshops during special schedules or inservice days.

14.10 The District will make every effort to hire a new teacher whenever the need in a subject area at one (1) site reaches a .60 FTE. Should a suitable candidate not be available, sixth (6<sup>th</sup>) period assignments will first be offered to properly credentialed permanent teachers. If it becomes necessary to offer the position to a temporary or probationary teacher, an ESTA representative will be involved in the process.

14.11 Department chairpersons shall be confirmed by a simple majority vote of all members within a department at each site. The principal will submit one (1) name (or more in the event of co-chairs) for a yes or no vote by the members of the department. Should a majority of the department members vote no, the principal shall submit one (1) new name (or more in the event of co-chairs) and proceed with the same voting process. If the vote results in a tie, the principal may cast the tie-breaking vote. The voting shall be by secret ballot. Voting shall be monitored by the site principal and an ESTA representative.

14.11.1 The selection will be held every two (2) years on even-numbered years (May 2000, May 2002, etc.) The selection will follow the process outlined in 14.11. This selection process shall occur between May 1 and May 15 of those even-numbered years, and the transition shall become effective July 1 of those years.

14.11.2 Any department chair position that becomes open will be filled using the process outlined in 14.11 above.

14.11.3 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:

4 Department Class Size

5 Art.....29

6 Business Education.....29

7 English.....30

8 Foreign Language.....29

9 Homemaking .....29

10 Industrial Education.....29

11 Mathematics .....32

12 Performing Arts .....30

- 13 • Band, Choir, Drama excepted

14 Physical Education .....42

15 Reading

- 16 • Improvement & Development.....20

- 17 • Other, Non-Remedial .....30

18 Safety Education, HCD, Health Education,

19 Freshman Orientation, State Requirements/

20 Driver’s Education.....32

21 Science.....32

22 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/Sheltered.....25

Magnet and special programs not listed above should use the class size of the subject area that sponsored the class.

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 17<sup>th</sup> 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.

15.2.1 A Class Size Committee shall be constituted immediately prior to the beginning of each semester. The Committee shall have four members chosen by the Association President and three members chosen by the Superintendent/designee, plus record keepers as appropriate. This Committee shall meet on workdays five (5), ten (10), fifteen (15), and eighteen (18), or as close as possible to these four dates. The meeting dates and times shall be set prior to the

1 first meeting and shall as nearly as possible accommodate the  
2 scheduling needs of the parties.

3 15.2.2 School sites shall create a new course section of any course in each  
4 case in which the total number of students enrolled in that course  
5 at that site exceeds one half (1/2) of the departmental maximums  
6 listed in Section 15.1 of the Collective Bargaining Agreement.

7 (a) Any exception to this requirement shall require written mu-  
8 tual agreement of the District and the Association President.

9 (b) Site curricular initiatives such as “academies,” “interest  
10 pathways,” “small learning communities,” and “magnets,”  
11 which may have minimally different computer course codes  
12 to be differentiated from one another on a site’s master  
13 schedule, but which do not have different class size maxi-  
14 mums, shall not be disaggregated to eliminate the require-  
15 ment to adhere to the “every effort” standard.

16 (c) Creation of new sections shall occur no later than three busi-  
17 ness days following the meeting of the Class Size Committee  
18 which documents their need.

19 15.2.3 The completion of all class size balancing according to the “every  
20 effort” standard shall occur by the end of the seventeenth (17<sup>th</sup>)  
21 day of school each semester and continue thereafter for the re-  
22 mainder of the semester. The District agrees to continue to open  
23 new class sections as needed during each semester of the current  
24 school year, pursuant to paragraph 15.2.2 above, unless rationale  
25 can be presented which is acceptable to the Association President  
26 that the opening of such new sections would either not ameliorate  
27 the problem or cause significant harmful disruptions in the sched-  
28 ules of students.

29 15.3 As soon as possible in July of each year, the District and the Association  
30 shall agree upon the choice of an arbitrator to be used should an expedited  
31 arbitration as described in section 15.4 become necessary. A date will be

1 agreed to which falls as close as possible to the twenty-fifth (25<sup>th</sup>) day of  
2 the beginning of the first semester for the appearance of the arbitrator.

3 15.4 Before the seventeenth (17<sup>th</sup>) day of each semester, the District and the  
4 Association shall meet at the District Office or other mutually acceptable  
5 location to review current class size loads at every site. Agreement shall  
6 be reached about possible solutions for solving overages. These solutions  
7 shall be formally transmitted to every site within one (1) day, with a copy  
8 provided to the Association. The Associate Principal (APED) at each site  
9 shall respond to each proposed solution, with a copy provided to the As-  
10 sociation. By the end of the twenty-first (21<sup>st</sup>) day of each semester, a re-  
11 view of the current master schedule by these same parties shall either yield  
12 agreement that compliance has been met, or, in the case of a disagreement,  
13 the grievance(s) relative to class size will be consolidated and heard ac-  
14 cording to the following “expedited” arbitration.

15 Procedure:

16 15.4.1 The Association shall contact the arbitrator to confirm the hear-  
17 ing date.

18 15.4.2 The hearing will be transcribed and the parties will be permitted  
19 to submit pre-hearing or post-hearing briefs to the arbitrator,  
20 provided a copy is simultaneously served on the representative  
21 of the other party.

22 15.4.3 The award, if any, of the arbitrator shall be binding on both par-  
23 ties.

24 15.4.4 If a hearing is called to resolve first semester issues, the arbitra-  
25 tor shall retain jurisdiction in Article 15 matters through the re-  
26 mainder of the school year. A date shall be set for the arbitra-  
27 tor’s reappearance as close as possible to the twenty-second  
28 (22<sup>nd</sup>) day of the second semester. Costs of subsequent hearings  
29 with the arbitrator will be allocated according to the agreement  
30 in section 15.5.

- 1 15.4.5 Any of the above timelines may be extended by mutual written  
2 agreement.
- 3 15.5 The cost of the arbitration, except for representation fees, will be shared  
4 equally by the parties. Any of the above timelines may be extended by  
5 mutual written agreement.
- 6 15.6 If the Association cancels the arbitration, it will bear the Arbitrator’s can-  
7 cellation cost.
- 8 15.7 The Board of Trustees, following prior notification and concurrence of the  
9 Association President, reserves the right to exceed maximums in section  
10 15.1 under exceptional circumstances (qualified certification of financial  
11 reports indicating fiscal distress of the District or a catastrophic event that  
12 significantly reduces physical capacity and/or certificated staff). The As-  
13 sociation President agrees not to withhold or place conditions on concur-  
14 rence unreasonably.
- 15 15.7.1 If this right is invoked, the remaining parts of the Article  
16 remain intact.
- 17 15.7.2 The District will take into consideration students with special  
18 needs, English Language Learners and other specialized pro-  
19 grams.
- 20 15.8 If two (2) or more teachers from different departments voluntarily choose  
21 to pair or tandem teach, the maximum class size will be the average of the  
22 class size limits for those departments and will not affect class limits for  
23 other classes in those departments.
- 24 15.9 If a teacher voluntarily accepts an instructional aide, the class size limit  
25 will be increased by five (5). The administration reserves the right to as-  
26 sign an instructional aide to a teacher; should this occur, the class size  
27 limit will not be affected.
- 28 15.10 On a voluntary basis, bargaining unit members may agree to teach six (6)  
29 periods during one (1) semester and four (4) periods in the other semester.  
30 A part-time bargaining unit member may teach more sections during one

1 (1) semester than the other. A full-time assignment is ten (10) periods per  
2 school year.

3 15.11 Compensation Payments

4 The District shall begin calculating class size overage payments on the  
5 eighteenth (18<sup>th</sup>) workday of either semester when class size maximums  
6 are exceeded. The amounts shall include all students in excess of the  
7 maximums listed in Article section 15.1 at the rate of \$1 for each student  
8 per each day. Compensation will be computed daily, reported weekly and  
9 paid at the end of each semester.

10 15.11.1 If team teaching or other forms of large group instruction are util-  
11 ized, those classes will not generate compensation pursuant to this  
12 Article.

13 15.12 The department maximums cited in 15.1 may be exceeded if all the mem-  
14 bers of a department agree in writing to waive the maximums or if a  
15 teacher and the Association agree in writing to waive the maximum. Such  
16 waivers shall be made on a timely basis. The Association agrees not to  
17 withhold such waivers unreasonably. These exceptions shall not be in-  
18 cluded in the computation of department maximums or compensation.

19 15.12.1 The voluntary signing of class size waivers by teachers at a par-  
20 ticular school and the accompanying signature of the Association  
21 President may negate the requirement to create new sections pur-  
22 suant to paragraph 15.2.2.

23 15.12.2 Only class size waivers voluntarily executed and recorded by the  
24 end of the 17<sup>th</sup> workday of each semester shall affect the Dis-  
25 trict's requirement to make class size overage payments and/or  
26 continue to make every effort at or between schools to bring all  
27 individual class enrollments as close as possible to the depart-  
28 ment maximums listed above.

29 15.12.3 An "unwaived" class section shall be defined in this agreement  
30 as a class section for which no valid class size waiver has been  
31 signed by the teacher of record and the Association President.

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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 un-waived 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*

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

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

17.2.1 If resolution is not reached at the site regarding safety conditions, bargaining unit members may refer such concerns to the District/ESTA Problem Solving Committee, which may include the Superintendent and/or designee, Cabinet, ESTA President, ESTA Grievance Chairperson and ESTA Bargaining Chairperson. The ESTA President or designee will report the results of the problem solving discussion to the bargaining unit member.

17.3 Teachers shall immediately report cases of battery, which they have suffered in connection with their employment to their principal or other immediate 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 pro-  
16 duce it when requested.

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

28 17.6 Only qualified and trained personnel shall provide and conduct necessary  
29 specialized health care procedures to high school students, including, but

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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.

# ARTICLE 18

## Teaching Conditions

18.1 When District/school finances (as determined by appropriate administration) allow, the bargaining unit member will be provided with the necessary materials he/she will need to meet the educational goals of the District. Such materials should include, but not be limited to, a filing cabinet and desk located either in an office or classroom to which the bargaining unit member has reasonable access during the day and reasonable access to reprographics, clean restrooms, mailbox areas, electronic mail and voicemail. Bargaining unit members shall activate and regularly access their District electronic mail account.

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

18.3 The District policies 6130 (Organizational Plan for Curriculum Development) and 6143.1 (New Curriculum Proposals) are incorporated into this Agreement.

18.4 By October 15 of each school year, each principal shall establish a site-based decision making team. The purview of this team shall include, but not be limited to, modifications, changes, alterations, or termination of local school policies, practices and procedures which may affect bargaining unit members. Examples include development of smaller learning communities, sustained silent reading programs or the development of academic programs that have an effect beyond the department. The Association's building president or designee shall hold a seat on this committee. The committee shall be solely responsible for its internal organization and procedures.

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

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18.4.1.1 The committee shall consist of the librarian, head counselor and department chairpersons selected according to the provisions of section 14.11 of this Agreement.

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

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

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

18.4.4 Any issue that would alter the contractual agreement must follow the process established in Appendix H.

18.5 Whenever newly-hired instructional or volunteer aides are assigned to a bargaining unit member, it shall be done after consultation with the bargaining unit member. Prior to the bargaining unit member's acceptance of an aide(s), the District's Human Resources Office shall supply the bargaining unit member with a copy of the application and other pertinent data available. It is recognized that transfers or termination of District-employed aides may be required. These will be effected only after consultation with the bargaining unit member(s).

18.6 Grades are due no earlier than the end of the second school day after the close of each grading period. In June, grades are due at the end of the last teacher workday, except for senior failing grades which may be required earlier.

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18.7 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.

18.8 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.

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**ARTICLE 19**

**Part-Time Employment and Full-Time Retirement Benefits**

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

19.1.1 The option of part-time employment must be exercised at the request of the bargaining unit member only and with the agreement of the District.

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

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

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

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

19.1.5 The bargaining unit member shall be paid a salary which is the pro-rata share of the salary the bargaining unit member would be earning had the bargaining unit member not elected to exercise the option of part-time employment. Pay for additional instructional responsibilities as listed in Appendix C of this

1 Agreement shall be given only if the duties are actually per-  
2 formed.

3  
4 19.1.5.1 The bargaining unit member shall retain all  
5 other rights and benefits for which the bargain-  
6 ing unit member makes the payments that would  
7 be required if the bargaining unit member re-  
8 mained in full-time employment.

9 19.1.5.2 The bargaining unit member shall receive health  
10 benefits as provided other full-time employees  
11 by the District and by law.

12 19.1.6 The District and the bargaining unit member will make the con-  
13 tribution to the State Teachers Retirement System required by  
14 full-time employees.

15 19.1.7 STRS regulations shall be followed.

16 19.1.8 Personal illness and injury leave shall vary directly to the pro-  
17 portion of full-time employment.

18 19.1.9 Bargaining unit members wishing to participate in the program  
19 shall apply by letter to the Director of Human Resources, with a  
20 copy to their principal or immediate supervisor, no later than  
21 March 31 of the preceding year.

22 19.1.9.1 Mutual acceptance of the program, by the Dis-  
23 trict and the bargaining unit member, shall be  
24 accomplished by April 30 of the same year.

25 19.1.10 After the bargaining unit member has accepted the assignment,  
26 either the bargaining unit member or the District may revoke the  
27 Agreement if such revocation is done within ten (10) working  
28 days of acceptance. Working days are days which the District  
29 office is open for business.

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

**Savings Provisions**

- 20.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 20.2 Should a provision or application be deemed invalid, as described in 20.1 above, the parties shall meet not later than ten (10) days after such court decision to re-negotiate the provision or provisions affected.

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## ARTICLE 21

### *No Strike, No Lockout*

21.1 The Association and the District agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the terms of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties, as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employees in the bargaining unit. During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize any lockout 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.

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## 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

24.1 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered herein. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized herein.

## ARTICLE 25

### Term

25.1 This Agreement shall remain in full force and effect up to and including August 31, 2008, 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, 2008, of its request to modify, amend or terminate the Agreement.

25.2 On or before April 1, 2008, 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 ule (Education Code 45041).

10 26.3 The payroll period shall be defined as monthly beginning with September,  
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.

- 1           26.9 Funds, when available as determined by the Board, shall be allocated for  
2           summer school counseling to serve incoming ninth grade students, other  
3           students new to the District and to perform activities needed to meet the  
4           various needs of senior students.
- 5           26.10 Bargaining unit members who are required by the District to use their per-  
6           sonal automobiles in the performance of regular duties and who have re-  
7           ceived prior approval from their immediate supervisor shall be paid at the  
8           Board approved rate.
- 9           26.11 A teacher's notification to the District of intention to resign shall remain  
10          revocable for no more than seven (7) calendar days and no less than five  
11          (5) days, inclusive of a weekend, following notification to the Association  
12          by the District. For purposes of this section, "notification" is defined as a  
13          telephone conversation or conference with the ESTA President or his/her  
14          designee or certified mail (receipt requested).
- 15          26.12 The District will pay medical and dental premiums for full-time bargain-  
16          ing unit members. Bargaining unit members employed on a half-time or  
17          more basis shall have their health and dental benefits paid consistent with  
18          this Agreement by the District. Bargaining unit members employed less  
19          than half-time may elect the health and dental benefits at a prorated cost.
- 20                26.12.1 Employees on Board-approved unpaid leaves of absence shall  
21                have the option to continue to receive District health and dental  
22                insurance coverage for the period of the leaves upon advance  
23                quarterly reimbursement to the District.
- 24          26.13 The District shall continue to provide an Employee Assistance Program  
25          hereafter known as EAP to all bargaining unit members.
- 26          26.14 The District shall provide the bargaining unit member all district benefits  
27          through August 31, provided the bargaining unit member has completed  
28          the terms of the contract.
- 29          26.15 The District shall provide a vision benefit plan for bargaining unit mem-  
30          bers. The cost of the plan shall not exceed \$250,000 per year.



- 1 26.16 Bargaining unit members shall receive annual dental benefits up to a  
2 \$2,000 ceiling.
- 3 26.17 All benefits shall be extended to domestic partners as defined by the bene-  
4 fits carriers.
- 5 26.18 The District shall provide a fully-paid term life insurance to all bargaining  
6 unit members in the amount of \$25,000 each.
- 7 26.19 Any retired bargaining unit member with a retirement date prior to August  
8 22, 2005, shall have retiree benefits as defined by contract language at the  
9 time of retirement.
- 10 26.20 Bargaining unit members at least 55 years of age who retire from active  
11 service after August 31, 2002, and who have served the District a mini-  
12 mum of twenty (20) years shall receive a District-paid HMO until the re-  
13 tiree reaches age 65.
- 14 26.21 Consistent with the medical plan provisions, at any time the retiree may  
15 pay through the District the cost of a District-offered medical plan to bar-  
16 gaining unit members for the retiree's spouse or domestic partner at the  
17 time of retirement.
- 18 26.22 All bargaining unit members retiring with retiree benefits after May 1,  
19 1989 shall respond to a District created questionnaire that will be sent out  
20 yearly. Failure to respond to a registered letter within 60 days may cause  
21 the benefits to be suspended.
- 22 26.23 The District shall provide six months of extended health coverage to the  
23 surviving dependents of a deceased employee. For the purposes of this ar-  
24 ticle, "surviving dependents" refers to all those persons who were covered  
25 by the benefits prior to the bargaining unit member's death including chil-  
26 dren who will be born within the six month time frame. The benefits cov-  
27 erage shall be the same as what was provided prior to the employee's  
28 death.
- 29 26.24 For 2006-2007, the District agrees to fund up to a 15% increase in Aver-  
30 age Per Member Health and Welfare Benefits Cost (see Appendix L). If

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the increase is greater than 15%, the District and the Association agree to reopen negotiations on compensation and benefits only. If the increase is less than 15%, the percent difference will be carried forward.

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

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. No disciplinary pen-  
12 alties shall be imposed through evaluation. Except as provided in article  
13 14.11 of this Agreement, bargaining unit members will not be removed  
14 from their added instructional responsibilities outlined in Appendix C of  
15 this Agreement without reasonable notice, fair investigation, and legiti-  
16 mate reason(s).

17 27.3 Any disputes arising out of this Article may be submitted to final and  
18 binding arbitration as provided in Article 13 of this Agreement.

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

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

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

28 **ARTICLE 28**

**Public Complaint**

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2 28.1 No disciplinary action, negative and/or unsatisfactory evaluation, shall be  
3 taken based upon information received from a complaint from a member  
4 of the public or an employee of the District unless the following procedure  
5 has been followed.

6 28.1.1 The bargaining unit member will be advised of the existence  
7 and substance of the complaint within five (5) workdays of the  
8 receipt of the complaint.

9 28.1.2 Should either party or the administrator believe the allegations  
10 in the complaint warrant a meeting, the immediate supervisor  
11 shall schedule a meeting between the bargaining unit member  
12 and the complainant. If such a meeting is scheduled during the  
13 bargaining unit member's normal work time, the bargaining unit  
14 member will be released without loss of pay to attend the meet-  
15 ing. The complainant may be accompanied at such meeting by  
16 an advocate.

17 28.1.3 The bargaining unit member may respond to the substance of  
18 the complaint orally or in writing within ten (10) workdays after  
19 notification of the complaint. At any meeting called to discuss  
20 the complaint, the bargaining unit member may be represented  
21 by an Association representative.

22 28.1.4 Complaints which are withdrawn or shown to be false shall nei-  
23 ther be placed in the bargaining unit member's personnel file  
24 nor utilized in any evaluation or disciplinary action against the  
25 bargaining unit member. Should the administrator determine  
26 that the substance of a complaint is true, following this proce-  
27 dure, the complaint may be placed in the bargaining unit mem-  
28 ber's personnel file. Any complaint, which is neither deter-  
29 mined to be true or false, will be put in a "complaint file" for a  
30 period of three (3) years. Such a complaint will be discarded af-  
31 ter three (3) years from the date of the complaint, unless a simi-  
32 lar complaint regarding the same bargaining unit member is

1 filed; in that case, the first complaint will become part of the  
2 new complaint file and will be dealt with consistent with this  
3 procedure as a part of the second complaint.

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

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

15 28.1.5 If the bargaining unit member believes the decision made by the  
16 supervisor is in error, he/she may appeal directly to the Board of  
17 Trustees in closed session seeking a review of the determina-  
18 tion. The Board's investigation shall follow all procedures set  
19 forth in this contract agreement. A joint report shall be for-  
20 warded to the Board containing both the administrative perspec-  
21 tive and the bargaining unit member/Association perspective. If  
22 the Board sustains the public complaint and the District has not  
23 issued a reprimand, suspension or dismissal of the bargaining  
24 unit member pursuant to Article 27 of this Agreement, the dis-  
25 trict shall place the complaint, the Board response and attach-  
26 ments, the Superintendent's report, and/or the notation of the  
27 Board's action into a sealed envelope which shall have the  
28 memorandum contained in Appendix I placed on its cover. If a  
29 reprimand, suspension, dismissal or other disciplinary action re-  
30 sults at any point from such a complaint, such action is subject  
31 to the provisions of Article 27.

32 28.1.6 As provided in Education Code, Section 44031, a bargaining  
33 unit member will be given released time to respond to any in-

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formation of a derogatory nature before it is put in his/her personnel file.

## ARTICLE 29

### Special Education

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4 29.1 Unless otherwise noted in this article, all other articles of the CBA apply  
5 to Special Education bargaining unit members.

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7 29.2 Bargaining unit members whose assignment is as a Resource Specialist  
8 shall have a caseload of no more than 28 students unless otherwise altered  
9 by affected members and approved by principal or designee.

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11 29.3 Speech and language therapists shall have a caseload of no more than 55  
12 students.

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14 29.4 The District agrees to attempt, whenever possible, to keep Special Day  
15 Class case loads at 16-18 students.

16  
17 29.5 The District agrees to attempt, whenever possible, to maintain a Special  
18 Day Class (SDC) class size for severely disabled students (Autistic, Emo-  
19 tionally Disturbed and Low Functioning/Mentally Disabled) at 10-12.

20  
21 29.6 As a goal, the District agrees to attempt to place fewer than five (5) main-  
22 streammed students in any one (1) regular education class and keep any one  
23 (1) teacher's total number of mainstreamed students to ten (10) or fewer in  
24 one (1) day.

25  
26 29.7 Resource Specialist Program staff, and where applicable Special Day  
27 Class staff, have as a component of their assignment the following respon-  
28 sibilities, to include but not be limited to, direct student instruction,  
29 screening and diagnostic testing, developing prescriptive programs, con-  
30 ferring with parents and teachers, maintaining records, planning training  
31 for school staff and parents, assisting regular classroom teachers in pro-





## *Alternative Education*

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3 30.1 Alternative Education is defined as any program delivering an alternative  
4 approach to traditional high school. This includes, but is not limited to,  
5 Small But Necessary Schools, Continuation Schools, Independent Study  
6 (ISP) and college-based programs.

7  
8 30.2 Unless specifically identified within this Article, all other sections of the  
9 Agreement apply to Alternative Education staff and programs.

### 10 11 30.3 Transfer

12 30.3.1 Any bargaining unit member working at an alternative site who  
13 wishes to transfer out of alternative education to a comprehen-  
14 sive site shall be treated as a priority transfer.

### 15 16 30.4 Assignment/Reassignment

17 30.4.1 Bargaining unit members shall have the opportunity to apply for  
18 any full-time positions open in an alternative education pro-  
19 gram; however, selection of staff for a program shall be based  
20 upon educational needs as determined by the coordinator or  
21 principal of the program.

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23 30.4.2 A process identified by the coordinator/principal shall be fol-  
24 lowed for selecting applicants for full-time positions that be-  
25 come available within the Alternative Education site.

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27 30.4.3 The District will attempt to staff Alternative Education pro-  
28 grams with experienced teachers.

### 29 30 30.5 Hours

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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 of no less than 60 minutes 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.

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30.6 Teaching Conditions

30.6.1 By October 15 of each school year, the principal/coordinator of each alternative site shall establish a site-based decision making team. The purview of this team shall include, but not be limited to, modifications, changes, alterations, or termination of alternative site practices and procedures which may affect bargaining unit members. The committee shall be solely responsible for its internal organization and procedures. (Independent Study Program is excepted.)

30.6.1.1 In order to meet the requirements of this section, site-based decision making teams shall be selected as follows:

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

30.6.1.1.2 The committee shall be comprised of at least three (3) bargaining unit members, and shall be at a ratio of at least two (2) members per administrator.

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30.6.1.1.3 Upon agreement of bargaining unit members at sites with less than eight (8) FTE, sites may be combined and have one (1) committee if a plurality of those affected at each site agree.

30.7 Class Size

30.7.1 The maximum class size enrollments at alternative sites will be as follows.

Foothill Continuation classes	23
Foothill Off-Site Continuation classes	23
Family Learning Center classes	23
On-Site Continuation classes	22
GED Preparation classes	26
Middle College classes	30
Independent Study	25

30.7.2 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 substantive changes (e.g., block scheduling) to 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, and there must be mutual interest, as defined by the 18.4 Committee, 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 will be decided by the 18.4 Committee.

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 shall be used to approve the initiative. The threshold may be greater than 2/3 as determined by the certificated staff and administration.

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

31.6 The 18.4 Committee shall determine the timeline for implementation.

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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.

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## ARTICLE 32

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### Professional Development

3           32.1   The California Commission on Teacher Credentialing publishes the *Pro-*  
4                    *fessional Growth Manual for Multiple Subject, Single Subject, Services,*  
5                    *and Specialist Credentials.* The purpose of the manual is to explain, inter-  
6                    pret, and clarify state laws and regulations pertaining to the renewal of a  
7                    professional clear credential. The manual is available online at  
8                    [www.ctc.ca.gov](http://www.ctc.ca.gov), as well as at the District Office and the Santa Clara  
9                    County Office of Education.

10           32.2   The District shall by October 1 announce a list of the names and work lo-  
11                    cations of persons who have been designated by the District to serve as  
12                    professional growth advisors. In addition, a member may request in writ-  
13                    ing an advisor who is not on the list and who holds a baccalaureate degree  
14                    from an accredited institution and a valid permanent California teaching or  
15                    services credential. The District will approve such qualified advisors.

16           32.3   The Professional Development Program will generate involvement and in-  
17                    terest in professional growth at all levels--participation, planning and  
18                    training.

19           32.4   The School Site Professional Development Plan Committee’s elections  
20                    shall be held no later than May 15 of even-numbered years. Bargaining  
21                    unit members shall serve for a term of two (2) years.

22                    Nominations of teachers to the Committee shall be opened for a period of  
23                    ten (10) school days. The election shall then be held on the eleventh  
24                    (11th) school day.

25                    A teacher representative from the English, Mathematics, Social Science,  
26                    Science, and Foreign Language departments receiving the most votes shall  
27                    be appointed to the Committee. The teacher receiving the highest number  
28                    of votes, excluding the aforementioned five (5) teachers, shall be named as  
29                    the sixth (6<sup>th</sup>) member of the committee, as an at-large member. If the

1 specified departments do not have an elected representative, then the  
2 opening shall be filled by an at-large member identified through the elec-  
3 tion process. If fewer than six (6) bargaining unit members are nominated  
4 and elected for the six (6) positions, volunteers from the necessary area  
5 (department or at-large) shall be utilized to create the full complement.

6 32.5 SB 1193 requires that the content of the per diem days addresses instruc-  
7 tional methods, including teaching strategies, classroom management and  
8 other training designed to improve pupil performance, and academic con-  
9 tent in the core curriculum areas. The District agrees to pay all participat-  
10 ing bargaining unit members per diem for attending an entire day of inser-  
11 vice training as defined by SB 1193. A part-time bargaining unit member  
12 will receive full-time per diem, if, and only if, he/she attends the full day.  
13 Per diem is defined as 1/182 of a bargaining unit member's placement on  
14 the salary schedule, or 1/192 if placed on a 192 day schedule, or 1/215 if  
15 placed on a 215 day schedule.

16 No later than the last workday of the current school year, bargaining unit  
17 members shall be notified of the dates of the per diem days at their sites  
18 for the upcoming school year.

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**ARTICLE 33**

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**CHILDREN’S CENTER INSTRUCTORS**

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5 33.1 Children’s Centers will be open on the same days as the District office is open

6 for business. Infant/Toddler centers shall be open on the same days as high

7 school students attend, plus the semester break day.

8

9 33.2 The number of workdays per year for Children’s Center Instructors shall be

10 215.

11

12 33.2.1 Non Duty Days The difference between the number of days

13 the District office is open (typically 242 or 243) and 215 will

14 be the number of Non Duty Days each Instructor will sched-

15 ule per year. The District and the Association will develop a

16 fair and equitable procedure for Instructors to schedule Non

17 Duty Days.

18

19 33.2.2 Children’s Center Instructors shall accrue sick leave as 12-

20 month employees per Article 6.12.1.

21

22 33.3 Effective April 1, 2006, the regular workday for full-time Instructors is 7.5

23 hours, exclusive of a half-hour duty-free lunch.

24

25 33.4 Instructors are not held to supervision as designated in 14.2.

26

27 33.5 Each site shall have a Site Program Director, paid a stipend as per Appendix

28 D, who shall meet the requirements for holding the Program Director Permit.

29 (Under one of the four options requiring a BA detailed on the Child Develop-

30 ment Permit Matrix, available at website [www.childdevelopment.org](http://www.childdevelopment.org)) Current

31 department chairs shall have until August 31, 2008 to complete such require-

32 ments.

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33.5.1 Lead Site Program Directors participate in articulation with child development partners, program-wide evaluation and assessment, state and federal mandated reporting and staff development. The District may designate any Site Program Director as a Lead Site Program Director. Lead Site Program Directors will be paid a stipend as per Appendix D.

33.6 No current employee shall suffer loss of compensation nor be forced to go to 12-month status.

**ARTICLE 34**

**Signature Page**

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**FOR THE BOARD**

**FOR THE ASSOCIATION**

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Date

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Date

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Team Chairperson

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Team Member

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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 beyond year 12 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.
  
- 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, preferably prior to registration for the course.

1 A.5.1 The definition of a semester unit is successful completion of fif-  
2 teen (15) hours of classroom instruction from an accredited college  
3 and university. Therefore, all other academic credits earned from a  
4 college or university, as reflected in a transcript, will be prorated  
5 on the following basis.  
6

7 1 unit = 15 hours of instruction

8 2 units = 30 hours of instruction

9 3 units = 45 hours of instruction

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

16 A.7 Units for advancement on the salary schedule will be granted per Appen-  
17 dix A whether or not such units are also used for purposes of professional  
18 growth.

19 A.8 Amounts to be added to basic salary:

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

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

23 A.8.3 In order to qualify for the master's stipend, the degree must be  
24 earned from an accredited institution. All work required for the  
25 M.A. must be completed by August 31 and verified by the Human  
26 Resources Office by October 31 of the year for which payment is  
27 granted. The conferring of the degree may come after August 31.

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

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

A.9 Placement of Nurses

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

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

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

1 **CERTIFICATED SALARY SCHEDULE**

2

3 2005-2006 – COLA less 2%

4 2006-2007 – COLA less 2%

5 2007-2008 --COLA less 2%

6 1. Effective Base Revenue Limit per ADA will be defined as the product of  
7 the Total Base Revenue Limit per ADA (EDP024) from the SACS  
8 J200/J201 Financial Report and the State School Deficit Factor  
9 (EDP086).

10 2. COLA received by the district will be defined as the percent increase of  
11 the current year's Effective Base Revenue Limit per ADA over the previ-  
12 ous year's Effective Base Revenue Limit per ADA. In the event of a  
13 negative effective COLA, compensation shall not be reduced for that year,  
14 but rather be carried forward to a subsequent year. The positive change  
15 for that subsequent year will be calculated as the net percent increase from  
16 the previous high (the change divided by the original).

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**EAST SIDE UNION HIGH SCHOOL DISTRICT  
182 DAY CERTIFICATED SALARY SCHEDULE  
2005-2006**

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	\$ 44,393	\$ 45,025	\$ 45,661	\$ 46,929
2	\$ 44,394	\$ 45,661	\$ 46,295	\$ 47,563
3	\$ 44,394	\$ 46,295	\$ 46,929	\$ 53,047
4	\$ 45,025	\$ 50,415	\$ 53,149	\$ 55,882
5	\$ 50,517	\$ 53,252	\$ 55,985	\$ 58,718
6	\$ 53,352	\$ 56,086	\$ 58,820	\$ 61,553
7	\$ 56,189	\$ 58,921	\$ 61,655	\$ 64,388
8	\$ 59,024	\$ 61,756	\$ 64,491	\$ 67,224
9	\$ 61,859	\$ 64,592	\$ 67,326	\$ 70,058
10	\$ 64,694	\$ 67,429	\$ 70,161	\$ 72,893
11	\$ 67,529	\$ 70,263	\$ 72,996	\$ 75,729
12	\$ 70,365	\$ 73,098	\$ 75,831	\$ 78,564
16			\$ 78,110	\$ 80,843
20			\$ 80,387	\$ 83,120
24			\$ 82,663	\$ 85,396
28			\$ 84,941	\$ 87,674
32			\$ 87,220	\$ 89,953

Additional Stipends:

Masters Stipend:           \$1,523 /Year  
 Doctorate Stipend:       \$2,029 /Year

**Each rate will be advanced by COLA less 2% for 2006-2007 and 2007-2008**



**EAST SIDE UNION HIGH SCHOOL DISTRICT  
192 DAY WORK YEAR SALARY SCHEDULE  
2005-2006**

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	46,832	47,499	48,170	49,508
2	46,833	48,170	48,839	50,176
3	46,833	48,839	49,508	55,962
4	47,499	53,185	56,069	58,952
5	53,293	56,178	59,061	61,944
6	56,283	59,168	62,052	64,935
7	59,276	62,158	65,043	67,926
8	62,267	65,149	68,034	70,918
9	65,258	68,141	71,025	73,907
10	68,249	71,134	74,016	76,898
11	71,239	74,124	77,007	79,890
12	74,231	77,114	79,998	82,881
16			82,402	85,285
20			84,804	87,688
24			87,205	90,089
28			89,608	92,491
32			92,012	94,895

Follows 192 day work year calendar

Additional Stipends:

Masters Stipend: \$1,523 /Year  
 Doctorate Stipend: \$2,029 /Year

**Each rate will be advanced by COLA less 2% for 2006-2007 and 2007-2008**

1  
2 **APPENDIX B**

3 **Hourly Pay**

4 **Effective: August 22, 2005 – August 31, 2008**

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Job	Hourly Rate
6 Regular Hourly Rate	\$31.82
7 Summer School Teacher*	\$34.20
8 Resident Substitute	\$34.20
9 Extra Period	\$37.75

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13 \*Includes compensation for preparation time and orientation.

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19 These are the hourly rates for 2005-2006.

20 Each rate will be advanced by COLA less 2% for 2006-2007 and 2007-2008.

1 **APPENDIX C**

2 **Part I**

3 **CATEGORY I**

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

11 **CATEGORY II**

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

19 **CATEGORY III**

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

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30  
31 Category placement is determined by the site administration.

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

1 **APPENDIX C**

2 **(continued)**

3 **Effective: August 22, 2005 – August 31, 2008**

4 **Class**

5	Category I	\$1,371
6	Category II	\$2,058
7	Category III	\$2,744
8	Head Counselor	\$2,515
9	Technology Mentor	\$3,430
10	Student Advisor	\$3,887
11	Psychologist	\$5,317
12	Nurse	\$5,317
13	Activities Director	\$3,887
14	Coordinator	\$4,963
15	Subject Area Coordinator (SAC)	\$4,963

16

17 **Department Chairperson Schedule**

18	Department Chairperson (1-4 FTE)	\$1,371
19	Department Chairperson (5-8 FTE)	\$1,829
20	Department Chairperson (9-14 FTE)	\$2,286
21	Department Chairperson (15-24 FTE)	\$2,744
22	Department Chairperson (25+ FTE)	\$3,201

23 **Each rate will be advanced by COLA less 2% for 2006-2007 and 2007-2008.**

1  
2 **APPENDIX C**

3 **PART II**

4 **COACHING/ATHLETIC PAY**

5 **CATEGORY I**

6 Assistant Frosh-Soph Football

7 **CATEGORY II**

8 Assistant Track

Frosh-Soph Wrestling

9 Assistant Varsity Football

JV Basketball

10 Frosh-Soph Football

JV Softball

11 Frosh-Soph Baseball

JV Volleyball

12 Frosh-Soph Basketball

Second Assistant Varsity Football

13 **CATEGORY III**

14 Athletic Director (non classroom)

Varsity Swimming

15 Cross Country

Varsity Soccer

16 Varsity Badminton

Varsity Tennis

17 Varsity Baseball

Varsity Track

18 Varsity Basketball

Varsity Volleyball

19 Varsity Football

Varsity Water Polo

20 Varsity Softball

Varsity Wrestling

21 Coach of Second Team listed in  
22 Appendix C (same season--50% over  
23 Category III)

24

# Appendix C

## Part II

### COACHES SALARY SCHEDULE

Effective: August 22, 2005 – August 31, 2008

Category	Years Coaching in ESUHSD			
	1-2	3-5	6-8	9+
I	\$2,047	\$2,360	\$2,510	\$2,652
II	\$2,243	\$2,391	\$2,610	\$2,831
III	\$2,539	\$2,686	\$2,906	\$3,397

Each rate will be advanced by COLA less 2% for 2006-2007 and 2007-2008.

- C.1 Persons serving as chairpersons of combined departments shall be compensated at a rate 1.5 times the pay for the department in the highest category.
- C.2 Extra pay shall be awarded a bargaining unit member who is assigned a regular, continuing extra duty in addition to his or her normal assignment.
- C.3 Extra duty is interpreted as being the responsibility for instruction, scheduling and/or supervision of a group of students in an authorized activity or assigned leadership of an instructional department, or equivalent.
- C.4 Director of Human Resources must approve all extra-duty assignments in excess of two (2) per year.
- C.5 Athletic Directors (2 per comprehensive high school) who are classroom teachers shall receive a .2 release. These Athletic Directors shall be responsible to the new Athletic Director job description.

## 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 scheduling of the ten (10) extra days is at the discretion of the site principal or supervisor as appropriate.

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)

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

**Appendix D**  
**2005-2006 Children's Center Instructor**  
12 month Salary Schedule

<b>STEP</b>	<b>60 SEMESTER HOURS A</b>	<b>90 SEMESTER HOURS B</b>	<b>AB DEGREE C</b>	<b>AB+15 D</b>	<b>AB+30 E</b>	<b>AB+45 F</b>
1	\$32,853	\$35,754	\$38,654	\$41,555	\$44,455	\$47,356
2	\$35,875	\$38,776	\$41,676	\$44,577	\$47,441	\$50,342
3	\$38,885	\$41,785	\$44,662	\$47,574	\$50,463	\$53,363
4	\$41,846	\$44,759	\$47,672	\$50,560	\$53,473	\$56,398
5	\$44,880	\$47,781	\$50,706	\$53,594	\$56,483	\$59,383
6	\$47,914	\$50,791	\$53,691	\$56,592	\$59,492	\$62,393
8	\$48,571	\$51,448	\$54,348	\$57,249	\$60,149	\$63,050
10	\$48,905	\$51,782	\$54,682	\$57,583	\$60,483	\$63,384
12	\$49,240	\$52,117	\$55,017	\$57,918	\$60,818	\$63,719
14	\$49,575	\$52,452	\$55,352	\$58,253	\$61,153	\$64,054
16	\$49,908	\$52,785	\$55,685	\$58,586	\$61,486	\$64,387
18	\$50,243	\$53,120	\$56,020	\$58,921	\$61,821	\$64,722
20	\$50,577	\$53,454	\$56,354	\$59,255	\$62,155	\$65,056
22	\$50,912	\$53,789	\$56,689	\$59,590	\$62,490	\$65,391
24	\$51,245	\$54,122	\$57,022	\$59,923	\$62,823	\$65,724
26	\$51,580	\$54,457	\$57,357	\$60,258	\$63,158	\$66,059
28	\$51,914	\$54,791	\$57,691	\$60,592	\$63,492	\$66,393
30	\$52,249	\$55,126	\$58,026	\$60,927	\$63,827	\$66,728
32	\$52,582	\$55,459	\$58,359	\$61,260	\$64,160	\$67,061

**Additional Annual Stipends**

Master's Degree	\$1,523
Doctoral Degree	\$2,029
Site Program Director	\$1,371
Lead Site Program Director	\$2,286

Each rate will be increased by COLA less 2% for 2006-2007 and 2007-2008 years



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## APPENDIX D (Continued)

### Column Placement

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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.

25

- Site Program Director

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- Lead Site Program Director

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1 **APPENDIX E**

2 **Representation**

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4 Representation at conferences, as provided in this Agreement (for example, section 5.3,  
5 13.9, 18.4 and 28.1.3), is expected to occur immediately before or after school or during  
6 the bargaining unit member's preparation period unless another time is mutually agreed to  
7 between the parties. If the agreed-upon time is during the bargaining unit member's or  
8 the on-site ESTA representative's instructional time, either or both, as appropriate, will be  
9 released from duties during the time of the conference.

10  
11 If the nature of the conference is such that the bargaining unit member believes it neces-  
12 sary to have an off-site representative present, the conference time will be mutually  
13 agreed upon and scheduled within three (3) workdays; provided, however, that if the na-  
14 ture of the conference is such that the administration reasonably believes that the confer-  
15 ence needs to occur immediately or before an off-site representative is available, then the  
16 bargaining unit member will attempt to obtain an on-site representative or witness before  
17 the conference is held.

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

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

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

# 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 14.5 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 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.

# APPENDIX H

## Site-Based Decision-Making

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

1. The change to the Agreement being proposed must be reviewed and agreed to by the site faculty by consensus. In the case that a group smaller than the entire faculty is affected, the affected body must, by consensus, agree to the change.
  - 1.1 Consensus is a process which is understood to mean the agreement of 100% of those bargaining unit members whose job duties are affected, at least on a pilot basis.
2. If current Agreement language is to be changed or a waiver of that language is proposed, then the substitute language must be identified and submitted to the District and the Association along with the waiver proposal. Proof that a consensus occurred must be submitted to the Association and the District with the waiver.
3. Language changes and waivers that are agreed to by the Association and the District are in existence for a pilot period of one (1) year. If the faculty chooses to resubmit the waiver language to the Association and the District, the first three (3) steps of this procedure are to be followed.
4. Decisions made under this appendix shall not be used as precedent for other sites.

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 with Article 28 and  
11 sustained by the Board.

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

1 **APPENDIX J**

2 **PARTIAL DAY ABSENCES**

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5 Partial day absences for bargaining unit members will be charged according to the fol-  
6 lowing schedule:

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<u><i>Absence Time</i></u>	<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

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

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## APPENDIX K

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### CLASS SIZE BALANCING

4 Should the Association President conclude that every effort, as referenced herein and in previous  
5 Awards<sup>1</sup>, is not being made to bring all individual class enrollments as close as possible to the de-  
6 partment maximums listed in section 15.1 of the Collective Bargaining Agreement, or that specific  
7 actions agreed to in this award are not being honored, the Association President may, after giving  
8 the District reasonable notice to correct the problem, seek the authority of the Arbitrator to direct  
9 that such appropriate action(s) occur and to assess penalties to the District. Such reasonable notice  
10 shall be the Association President's notification to the District of the Association's intent to seek  
11 the Arbitrator's authority no sooner than day 15 of the school year. The hearing will be scheduled  
12 not earlier than 5 days after the Association President's notice. The Arbitrator shall be authorized to  
13 direct that appropriate remedies take place.

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

17 1. The District's "balancing" of class sizes is a process that contains multiple stages including:

- 18 (a) The establishing of tentative needs, surpluses, sections, assignments  
19 and/or course tallies by the end of the school year;
- 20 (b) Preparation work preceding the opening of the subsequent school year  
21 during which time site administration, counselors and other designees en-  
22 gage in activities that include: the dropping of withdrawals, the adjust-  
23 ment of student schedules due to events such as changes in teacher rec-  
24 ommendations or summer school attendance, the purging of schedules, the  
25 opening and closing of sections, and contact with parents and students to  
26 verify residence where possible and review the students' enrollment selec-  
27 tions;
- 28 (c) The dropping of no shows on day one of the school year;
- 29 (d) An observation period during the first five to seven days of school during  
30 which the APEDs monitor the master schedule to determine actual class

1 sizes based on actual student arrivals, and;

2 (e) The completion of all class size balancing according to the “every effort  
3 standard” will occur by approximately the fifteenth (15) day of school.

- 4 2. Preceding each school year the District will provide direction and specific training to site man-  
5 agers relative to the District’s “best practices” in the area of class size compliance. The Asso-  
6 ciation President will be provided copies of the training guide and timeline template. If the  
7 District offers group training, the Association President may designate representatives who  
8 will be entitled to attend these trainings. If the training occurs during the contractual workday,  
9 the District shall provide release time for the Association representatives.
- 10 3. The District will revise the current student-to-teacher allocation ratio to more effectively meet  
11 the requirements of the Collective Bargaining Agreement and the “every effort standard”. An  
12 aspect of this revision may include additional staff allocations, where appropriate, to schools in  
13 recognition of specific site needs including “families,” “career paths,” “small learning commu-  
14 nities,” “clusters” and/or “academies” so that these sites will bring all individual class enroll-  
15 ments in non-specialized programs as close as possible to the department maximums listed in  
16 section 15.1 of the Collective Bargaining Agreement. The District will update the Association  
17 President, as appropriate, regarding projected enrollments and allocations.
- 18 4. Preceding every school year the District will provide additional training to site managers rela-  
19 tive to current District-wide computer programs used in the creation of master schedules. The  
20 Head Counselor at each school site and others as designated by site administration shall be in-  
21 cluded in such training. If the training occurs during a work day, the District shall provide re-  
22 lease time for these bargaining unit members. If the training occurs during non-workdays,  
23 these bargaining unit members shall be compensated at the hourly rate of pay.
- 24 5. The District and Association President will meet at the discretion of the Association President  
25 from June 1 to September 1 to review progress in master schedule development and compli-  
26 ance with Article 15. During the Fall of each school year the District and the Association Presi-  
27 dent/designee will review the efforts made at the school site and District Office levels to bring  
28 all individual class enrollments as close as possible to the department maximums listed in sec-  
29 tion 15.1 of the Collective Bargaining Agreement. This process shall include review of the  
30 weekly overage reports on a site by site basis and/or other district-generated reports that out-  
31 line class size overages. The process will also include a review by the Association Presi-  
32 dent/designee and the District of those “special and/or unavoidable” circumstances that may  
33 have caused isolated overages or imbalances.



- 1           6. Each site Associate Principal (APED) or equivalent administrator shall meet with the site As-  
2           sociation Representative in the two (2) summer weeks prior to the opening of school for the  
3           purpose of sharing information relative to the status of the site master schedule.
- 4           7. Site staff will contact each feeder school no later than the third week of June to verify the num-  
5           ber of incoming 9ths graders by category. (ELL, Sp. Ed., Reg. Ed., etc.). The District will  
6           share demographic projections for each school site with ESTA in writing before the last work-  
7           day in June.
- 8           8. No later than the first week of August APEDs will review their site first scheduling run per-  
9           centage and report that result to the site principal. A copy of the results will be sent to the Su-  
10          perintendent/designee on the day of the run and made available to the Association President.
- 11          9. By the end of the second week of August, all site scheduling runs will be 75% or greater with  
12          departmental class size maximums in core subject areas set to no more than two students over  
13          as defined in Article 15. Any site that does not meet the 75% standard will immediately notify  
14          the Superintendent/designee in writing.
- 15          10. The District will provide these sites additional intervention assistance until scheduling runs are  
16          90% or above. This intervention assistance will include personnel from the Information Sys-  
17          tems Department and other District employees traveling to sites as a mobile resource team to  
18          assist the site until they reach the 90% threshold.
- 19          11. Site administrators will immediately follow all directives of District intervention experts.
- 20          12. By the end of third week of August, sites will finalize all “mechanical” adjustments to their  
21          master schedules, except for extenuating circumstances which will be reported to the Superin-  
22          tendent/designee and explained to the ESTA Building President at an August meeting with the  
23          APED.
- 24          13. By the end of the third week of August, all sites will provide the Superintendent/designee cop-  
25          ies of scheduling runs which show a minimum of 90% of the total (aggregate) student body  
26          placed in six classes. These classes shall not include non-instructional titles such as “Open pe-  
27          riod”, “See Counselor”, “See Administrator”, and so forth. Any site needing to make changes  
28          in teacher allocations will notify the Superintendent/designee at this time.
- 29          14. Sites which have not met the 90% standard will take steps (designated by the Superinten-  
30          dent/designee) to remedy this condition within a stipulated time frame. Such steps may include  
31          the assignment of additional workdays for site staff, the District-level management of the  
32          scheduling process and/or other actions deemed appropriate and necessary by the Superinten-  
33          dent/designee in order to achieve the standard. Such steps will be communicated to the Asso-

1 ciation President on a site by site basis.

2  
3  
4 15. Prior to the opening of school, class size maximums shall be reset to limits as outlined in Arti-  
5 cle 15. The target date for completion of all class size balancing according to the “every effort  
6 standard” shall remain the fifteenth (15) day of school, plus or minus two days.

7 16. On the morning of the 18<sup>th</sup> workday of each semester, the District shall produce a complete set  
8 of printed master schedules for each school, formatted as requested by the Association Presi-  
9 dent. Copies of these documents shall be provided to the Association President. These docu-  
10 ments shall become the official record for all matters relating to compliance of the District’s  
11 having met the “every effort” standard for the current semester, unless a different set of official  
12 records is mutually agreed to by both parties.

13 17. The Superintendent/designee will cause a report to be made to the School Board at its first Oc-  
14 tober meeting, which will include the degree to which each comprehensive school site has met  
15 its responsibilities under Article 15 of the CBA. This report shall be agendized as a report item  
16 and provided to the Association President at least one week prior to the meeting. This report  
17 shall be based upon data on day seventeen (17) of school, and include, for each school:

- 18 • The percentage of successful student placement on the last student in-  
19 formation system master schedule run.
- 20 • The total number of classes over Article 15 limits.
- 21 • The number of students with incomplete schedules.
- 22 • The number of students upon which staffing projections were made and  
23 the actual number of students enrolled.
- 24 • All changes to sites’ certificated FTE allocation since the first day of  
25 school.
- 26 • The number of students that have had class changes since the first day of  
27 school.

28 18. The District will continue to provide training pursuant to appropriate class size balancing tech-  
29 niques to all APEDs, counselors, counseling technicians, and other staff. Attendance at these  
30 training sessions will be mandatory unless prior approval is secured from the Superinten-

1 dent/designee.

- 2
- 3
- 4 19. When the District modifies the document entitled “Master Schedule Building: Template and  
5 Checklist for APEDs” or by whatever title it may come to be known, a complete copy will be  
6 provided to the Association President.
- 7 20. Dates in paragraphs 1-19 of this document are predicated on an opening of school in the last  
8 week of August. Any earlier school opening will adjust these dates accordingly.
- 9 21. The District will provide the Association read-only access at the Mt. Hamilton Offices to its  
10 scheduling and class size databases and report generating capabilities for all sites, classes and  
11 teachers through the use of SASI or equivalent software. Costs for hardware and installation  
12 and maintenance of software shall be borne by the Association.
- 13
- 14
- 15
- 16
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- 18
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20

21 <sup>1</sup> The stipulated Arbitrator’s Award authorized and rendered by Arbitrator Barbara Bridgewater and dated October 8, 2004.

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

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

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

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

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## 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.

1 **SIDE LETTER OF AGREEMENT**

2 **PRESIDENT’S RELEASED TIME**

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



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 established for unit  
6 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 presence; and who  
10 c. Have exhausted their own accumulated sick leave.

11  
12 Upon the effective date of this Agreement and at the beginning of each school year thereafter, each  
13 eligible member of the professional staff covered by this Agreement may contribute one day of  
14 his/her annual allotment of sick leave in order to fund the Bank.

15  
16 Unit members who decide to participate in the Bank for the current year shall notify the Human Re-  
17 sources Office no later than December 20, 2002. Such notification shall be in writing. For subse-  
18 quent years, the enrollment period ends on the last workday of September. Participation continues  
19 annually unless the member notifies the Human Resources Office in writing by the last workday of  
20 September.

21  
22 Eligible members who begin after the regular school year has started have one month from their  
23 starting date to notify the Human Resources Office if they wish to join the Bank.

24  
25 Members who have contributed for at least two years may defer contributions and maintain mem-  
26 bership in the Sick Leave Bank. If the Sick Leave Bank falls below fifty days, it shall be replen-  
27 ished by an automatic contribution of one additional day from each member of the bank. Such re-  
28 plenishment may occur no more than once per year.

29  
30 A Sick Leave Bank Committee will be established consisting of five (5) members designated by the  
31 Association. The Committee is responsible for its own internal organization and for establishing  
32 application procedures. The decisions of the Committee are final and binding. Such decisions are  
33 not subject to the grievance procedure.

34  
35 The District shall administer the Sick Leave Bank. The Human Resources Office will set-up and  
36 maintain the Bank's records.

1  
2 The Sick Leave Bank will become operative when the number of days reaches 100.  
3

4 Eligibility for an amount of additional sick leave to be granted shall be governed by the following  
5 criteria:  
6

- 7 a. Applicant is a current contributing member of the Bank or has contributed at least  
8 two days to the Bank.  
9 b. Adequate evidence of serious illness or disability.  
10 c. Evidence of calamity in the immediate family.  
11 d. Prior utilization of all eligible sick leave.

12 The initial grant of sick leave by the Committee shall not exceed twenty (20) days. The Committee  
13 may grant extensions upon demonstration of need by the applicant.  
14

15  
16 Unused days in the Sick Leave Bank shall be carried over into the Bank that is established for the  
17 next academic year.



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3 **SIDE LETTER OF AGREEMENT**

4 **CHILDREN’S CENTER INSTRUCTORS’ PLAN TO**

5 **USE VACATION DAYS**

6

7

8

9 The District and the Association agree to the following plan to use vacation days.

- 10
- 11 1. Current Children’s Center Instructors shall continue to accrue vacation days
- 12 through June 30, 2006 as per Article 14.12.2 and 14.12.3 of the Collective
- 13 Bargaining Agreement (September 1, 2002 – August 31, 2005). After July 1,
- 14 2006 all Instructors will be governed by Article 33 of this Agreement and
- 15 will accrue no new vacation days. New employees will accrue no vacation
- 16 days.
- 17
- 18 2. After June 30, 2006 each Children’s Center Instructor shall receive a letter
- 19 from The Human Resources Division stating the number of vacation days ac-
- 20 crued.
- 21
- 22 3. By June 30 of each subsequent year, each Children’s Center Instructor shall
- 23 be required to reduce the number of vacation days by ten (10).
- 24
- 25 4. To expedite the reduction of accrued vacation days, vacation days may be
- 26 used instead of sick leave days.
- 27
- 28 5. The District will attempt to make every effort will be made to accommodate
- 29 Children’s Center Instructor vacation requests.
- 30
- 31
- 32
- 33
- 34



1 **SIDE LETTER OF AGREEMENT**  
2 **OAK GROVE BEACON PROGRAM**  
3  
4

5 The East Side Teachers Association and the East Side Union High School District agree to the  
6 following regarding the resolution of issues connected to the Beacon Program at Oak Grove  
7 High School.  
8

- 9 1. The District acknowledges that teaching and counseling services in all educational programs  
10 for East Side students is the exclusive work of the members of the certificated Bargaining  
11 Unit.  
12
- 13 2. The District will continue to actively advertise and vigorously recruit for appropriately certi-  
14 ficated teachers for all positions within the Special Education Department. The District is  
15 committed to place either a certificated employee and/or a long-term substitute in these posi-  
16 tions.  
17
- 18 3. ESTA recognizes that there may be special situations in which all legitimate efforts made by  
19 the District still fail to produce acceptable certificated recruits for certain Bargaining Unit  
20 positions. In such instances, the District will notify the ESTA President in writing of the spe-  
21 cific certificated vacancies for which recruiting has failed, and specifically list all the efforts  
22 it has made to recruit qualified employees. The list shall reference dates, locations, and  
23 methods used in such recruiting.  
24
- 25 4. The District will henceforth obtain written agreement from the ESTA President in all in-  
26 stances in which certificated Bargaining Unit work will be performed by non Bargaining  
27 Unit Members, except in those cases in which a substitute is employed due to the absence of  
28 an assigned Bargaining Unit Member. When agreed to by the ESTA President, such agree-  
29 ment shall be for a period of time not to exceed one semester. An extension of the agreement  
30 may be sought by a repetition of the same process.  
31
- 32 5. All students at Oak Grove High School will be supervised by the OGHS staff and administra-  
33 tors, and they will be held to the same behavior standards as all other ESUHSD students.  
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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 2006-2007 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
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
*Teacher's Signature*

\_\_\_\_\_  
*Date*  
(must be completed by Nov. 1)

\_\_\_\_\_  
*Administrator's Signature*

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 \_\_\_\_\_, 2007.

_____	_____	_____
<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 (circle one): **off-track**    **on-track**    **on remediation**    for the 2007-2008 school year.

\_\_\_\_\_  
*Teacher's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Administrator's Signature*

\_\_\_\_\_  
*Date*

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:**

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**Commendations for the lesson:**

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**Recommendations for improving the lesson:**

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**Areas of strength:**

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**Areas of recommended growth:**

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\_\_\_\_\_  
*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.

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\_\_\_\_\_  
*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:** \_\_\_\_\_

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**Issue/Concern/Problem:** \_\_\_\_\_

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**Date of Occurrence:** \_\_\_\_\_

**Specific Contract Violation(s):** \_\_\_\_\_

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**Remedy Sought:** \_\_\_\_\_

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