



Cornell University  
ILR School

### BLS Contract Collection

Title: **Moreno Valley Board of Education and Moreno Valley Educators Association, California Teachers Association (CTA), National Education Association (NEA), (2001)**

K#: **811857**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

811857  
1200 workers



# MORENO VALLEY UNIFIED SCHOOL DISTRICT

AND THE



# MORENO VALLEY EDUCATORS ASSOCIATION

Affiliated with

California Teachers Association

National Education Association



# CERTIFICATED EMPLOYEES COLLECTIVE BARGAINING AGREEMENT

July 1, 2001 through June 30, 2004

MORENO VALLEY UNIFIED SCHOOL DISTRICT  
25634 Alessandro Boulevard, Moreno Valley, CA 92553

An Affirmative Action / Equal Opportunity / M-F / Disabled Persons Employer

## TABLE OF CONTENTS

<b>AGREEMENT</b> .....	1
<b>ARTICLE I</b>	
DURATION AND TERMINATION.....	1
<b>ARTICLE II</b>	
NOTICE .....	1
<b>ARTICLE III</b>	
RECOGNITION.....	1
SECTION 1 .....	1
2 Employee.....	1
3 Duties and Work Performance.....	2
<b>ARTICLE IV</b>	
MANAGEMENT RIGHTS.....	2
<b>ARTICLE V</b>	
ASSOCIATION RIGHTS.....	2
SECTION 1 Use of Facilities .....	2
2 Communication .....	2
3 Right of Access.....	3
4 Bargaining Unit Information .....	3
5 Association Business Days.....	3
6 Release Time.....	4
7 Access to Information .....	4
<b>ARTICLE VI</b>	
ASSOCIATION SECURITY .....	4
SECTION 1 Dues Deduction Authorization .....	4
2 Fee Deduction .....	4
3 Religious Exemption .....	5
4 Association's Duties.....	6
5 Indemnification.....	6
<b>ARTICLE VII</b>	
SALARIES .....	6
SECTION 1 Schedule.....	6
2 Partial Year's Service .....	6
3 Payments.....	7
4 Psychologists.....	7
5 Counselors.....	7
6 Department Chairpersons, Lead Teachers, Grade Level Leaders, and Team Leaders.....	7
7 Vocational Credentials.....	8
8 Step and Column Advancement.....	9
9 Extra Pay for Extra Duty .....	10
10 Part-Time Employees .....	11
11 Intern Teachers.....	11
12 Rating In.....	11
13 Honoraria .....	12
14 State Program for English Learners K-12.....	12

**ARTICLE VIII**

EMPLOYEE BENEFITS..... 13  
SECTION 1 Entitlement..... 13  
2 Dental Insurance..... 13  
3 Life Insurance ..... 13  
4 Health Insurance..... 13  
5 IRC Section 125 Benefits Plan ..... 14  
6 Leaves ..... 14  
7 Part-Time Employees ..... 14  
8 Retired Employees ..... 15  
9 Fringe Benefits Notification..... 15

**ARTICLE IX**

SCHOOL CALENDAR..... 15  
SECTION 1 Calendar ..... 15  
2 Instructional Days ..... 15  
3 Work Year ..... 15  
4 Parent Conference/Non-Student and Calendared Minimum Days..... 15  
5 Minimum Teaching Day..... 16  
6 District Calendar Committee..... 16

**ARTICLE X**

HOURS AND ASSIGNMENTS..... 16  
SECTION 1 Assignment..... 16  
2 Hours of Work..... 17  
3 Job Sharing..... 18  
4 Psychologists/Non-Classroom Certificated Employees ..... 18  
5 Student Grouping..... 19  
6 Emergency Coverage ..... 19  
7 Preparation/Conference Periods ..... 19  
8 Traveling Employees ..... 19  
9 Meetings ..... 19  
10 Support Personnel ..... 20  
11 Medical Procedures ..... 20

**ARTICLE XI**

PROFESSIONAL WORKING ENVIRONMENT ..... 20  
SECTION 1 Orientation and Inservice..... 20  
2 Instructional Assistants and Student Teachers ..... 21  
3 School Site Councils..... 21  
4 Facilities ..... 21  
5 Materials and Supplies ..... 22  
6 Individualized Educational Plans (IEP)..... 22  
7 Special Education Standing Committee ..... 22  
8 Student Attendance ..... 22  
9 Site Budget Committee..... 23  
10 Consultation Regarding Administrative Policies and Procedures ..... 23

**ARTICLE XII**

TEACHER SAFETY..... 23  
SECTION 1 Student Discipline, Confidential Material, Corporal Punishment..... 23  
2 Unsafe Conditions ..... 24  
3 Safety Inspections and Reports..... 25  
4 Home Visits..... 25  
5 Student Suspension..... 25

6	Exclusion.....	25
7	Assault and Battery.....	25
8	Committees.....	26
9	Tuberculosis Exam .....	26
10	Personal Property .....	26
11	Environmental Conditions.....	26
12	Instructional Interruptions .....	27
13	Telephones .....	27
14	Individual Educational Plans (IEP) .....	27

**ARTICLE XIII**

CLASS SIZE .....	27
SECTION 1 Staffing Ratios .....	27
2 Class Average Limits/Case Loads.....	28
3 Exceptions to Class Size Maximums.....	29
4 Certificated Support Services Staffing .....	29

**ARTICLE XIV**

YEAR ROUND EDUCATION (YRE).....	29
SECTION 1 General .....	29
2 Transfer To and From Year Round Education .....	30
3 Extended Year Assignment .....	31
4 Track Assignments .....	31
5 Communications .....	32
6 Substitutes .....	32
7 Evaluation .....	32
8 Room Assignments.....	33
9 Flexible Scheduling.....	33
10 Extra Duty Site Assignments .....	34
11 Program Termination.....	34
12 Working Conditions.....	34
13 Salary.....	35
14 Leaves .....	35
15 YRE Calendar.....	35
16 Annual Review.....	36

**ARTICLE XV**

EVALUATION PROCEDURES.....	36
SECTION 1 Principles of Evaluation and Assessment.....	36
2 Procedures for Evaluation and Assessment.....	36
3 Remediation.....	38
4 Association Representation .....	39
5 Rebuttal.....	39

**ARTICLE XVI**

NON-DISCRIMINATION.....	40
SECTION 1 Non-Discrimination .....	40
2 Violations .....	40

**ARTICLE XVII**

GRIEVANCE PROCEDURE.....	40
SECTION 1 Definition .....	40
2 Association Grievance .....	40
3 Procedure .....	40
4 General Provisions .....	42

## ARTICLE XVIII

PERSONNEL FILES.....	43
SECTION 1 Maintenance of Files.....	43
2 Inspection.....	43
3 Derogatory Material .....	43
4 Hours of Inspection.....	44
5 Log.....	44
6 Identification of Material.....	44

## ARTICLE XIX

PUBLIC COMPLAINTS.....	44
SECTION 1 Procedures.....	44
2 Implementation of Procedures.....	45
3 Unsubstantiated Public Complaints.....	45
4 Visitations.....	45

## ARTICLE XX

REPORTING CHILD ABUSE .....	46
-----------------------------	----

## ARTICLE XXI

TRANSFERS .....	46
SECTION 1 Voluntary Transfers .....	46
2 Involuntary Transfers .....	47
3 Transfer of Program.....	48
4 Definition .....	48
5 Exclusions.....	48

## ARTICLE XXII

LEAVES OF ABSENCE.....	48
SECTION 1 Paid Leaves of Absence .....	48
2 Non-Paid Leaves of Absence .....	52
3 Teacher Exchange Programs.....	53
4 Family Care Leave.....	53

## ARTICLE XXIII

PROFESSIONAL GROWTH .....	56
---------------------------	----

## ARTICLE XXIV

CALIFORNIA PEER ASSISTANCE AND REVIEW PROGRAM.....	59
SECTION 1 Definitions .....	59
2 Joint Panel Composition .....	60
3 Joint Panel Responsibilities .....	60
4 Qualifications of Professional Support Providers (PSP).....	60
5 Consulting Teacher – Job Description.....	61
6 Beginning Teacher Support and Assessment – Support Providers (BTSA-SP) – Job Description .....	62
7 Terms.....	62
8 Compensation.....	63
9 Liability .....	63
10 Confidentiality .....	63
11 Due Process .....	63
12 Contractual Amendments .....	64
13 Continuation of the Peer Assistance and Review Program.....	64

**ARTICLE XXV**

SUMMER SCHOOL..... 64  
SECTION 1 Posting..... 64  
2 Student Enrollment..... 64  
3 Class Size Limits..... 64  
4 Selection..... 64  
5 Pay..... 65  
6 Scheduling..... 65  
7 Notification..... 65

**ARTICLE XXVI**

CHILDREN CENTER PERMIT (CCP) TEACHERS..... 65

**ARTICLE XXVII**

LAYOFFS..... 66

**ARTICLE XXVIII**

RETIREMENT..... 66  
SECTION 1 Reduced Teaching Service Program, Implementation and Regulations..... 66  
2 Procedures..... 67  
3 Retirement Plan Option..... 67  
4 Teacher Emeritus..... 67

**ARTICLE XXIX**

CONCERTED ACTIVITIES – NO STRIKE/NO LOCKOUT..... 69  
SECTION 1 Association Obligations..... 69  
2 Notice to Employees..... 69  
3 Other Action..... 69  
4 District Obligations..... 69  
5 Special Provisions..... 69

**ARTICLE XXX**

WAIVER OF FURTHER BARGAINING..... 69

**ARTICLE XXXI**

STATUTORY CHANGES..... 70

**ARTICLE XXXII**

MISCELLANEOUS PROVISIONS..... 70  
SECTION 1 Additional Provisions..... 70  
2 Unit Work..... 70  
3 Article and Section Titles..... 70  
4 Copies of Agreement..... 70  
5 Reassignment..... 70

**ARTICLE XXXIII**

RESTRUCTURING PLANS..... 70

**APPENDIX A**

SALARY SCHEDULES..... 71  
2000-01 Certificated Salary Schedule..... 71  
2000-01 Psychologists' Salary..... 72  
2000-01 Children's Center Permit Teachers..... 72

## APPENDIX B

EXTRA PAY FOR EXTRA DUTY .....	73
Certificated Extra Pay for Extra Duty, High School .....	73
Certificated Extra Pay for Extra Duty, Middle School .....	74
Certificated Extra Pay for Extra Duty, Elementary School.....	75
Summer School .....	75
Hourly Rates.....	76
General.....	76
Share Criteria.....	77

## APPENDIX C

SCHOOL CALENDARS.....	79
Year Round K-5 – 2001-02 .....	79
Year Round 6-8 – 2001-02 .....	81
Traditional K-5 – 2001-02 .....	83
Traditional 6-8 – 2001-02.....	84
Traditional 9-12 – 2001-02.....	85
Year Round K-5 – 2002-03.....	87
Year Round 6-8 – 2002-03 .....	89
Traditional K-5 – 2002-03 .....	91
Traditional 6-8 – 2002-03.....	92
Traditional 9-12 – 2002-03.....	93
Year Round K-5 – 2003-04.....	95
Year Round 6-8 – 2003-04 .....	97
Traditional K-5 – 2003-04 .....	99
Traditional 6-8 – 2003-04.....	100
Traditional 9-12 – 2003-04.....	101

## APPENDIX D

EVALUATION FORMS .....	102
1. Observation Form .....	102
2. Certificated Personnel (Teacher) Evaluation Form .....	103
3. Certificated Personnel (School Psychologist) Evaluation Form .....	105
4. Certificated Personnel (Counselor) Evaluation Form .....	107
5. Certificated Personnel (Non-Teaching) Evaluation Form.....	109
6. Remediation Plan .....	111

## APPENDIX E

Grievance Form .....	113
----------------------	-----

## APPENDIX F

Salary Agreement for Employees Paid on a Twelfthly Basis .....	115
--	-----

## APPENDIX G

Notice of Suspension from Class.....	116
--------------------------------------	-----

## SIDE LETTER AGREEMENTS

Article III – Recognition, Section 1 – Adult Ed Teachers.....	117
Article V – Association Rights , Section 2 – District Mail.....	118
Article VII – Salaries, Staff Development Reform Days.....	119
Article VIII – Employee Benefits, One Time Cost Reduction.....	120
Article VIII – Employee Benefits, Retirees .....	121
Article X – Hours and Assignments, Section 1 – Psychologist Assignments.....	122
Article X – Hours and Assignments, Section 2 and 7 and Article XIII – Class Size, Section 2 – Middle School Restructuring.....	124

Article XIII – Class Size, Overages..... 126  
Article XIII – Class Size, Section 2 – Case Loads..... 128  
Article XV – Evaluation Procedures, Sections 2 – Lesson Plan..... 129  
High School Nine Period Day Assignments..... 130  
Program Specialists..... 131

**INDEX..... 133**

## **AGREEMENT**

This Agreement is made and entered into this 1st day of July 2001, by and between the Moreno Valley Board of Education (hereinafter called the "Board"), on behalf of the Moreno Valley Unified School District (hereinafter called the "District") and the Moreno Valley Educators Association/CTA/NEA.

### **ARTICLE I - DURATION AND TERMINATION**

This Agreement shall be and remain in effect from July 1, 2001, to and including June 30, 2004.

The District and the Association agree to reopen negotiations in the 2003-04 school year on Article VII – Salaries and Article VIII – Benefits and one additional mutually agreed to article.

### **ARTICLE II - NOTICE**

Notices required to be sent in this Agreement shall be in writing and, if to the Association, shall be mailed to President of Moreno Valley Educators Association, 23025 Atlantic Circle, Suite A, Moreno Valley, California 92553, and if to the District, shall be mailed to Superintendent, Moreno Valley Unified School District, 13911 Perris Boulevard, Moreno Valley, California 92553. Such addresses may be changed by either party giving written notice to the other.

### **ARTICLE III - RECOGNITION**

**Section 1** - The District recognizes the Association as the sole and exclusive bargaining agent for all certificated employees employed by the District in accordance with the inclusions and exclusions described below:

The bargaining unit includes all certificated employees including, but not limited to, classroom teachers, intern teachers, department chairpersons, school nurses, school psychologists, language/speech/hearing specialists and program specialists, counselors, music teachers, librarians, children's center permit teachers, and full-time District certificated employees working on adult education on a part-time or overtime basis. The only certificated employees excluded from the unit shall be supervisory employees, confidential employees, employees designated by the Board as Management, including but not limited to, Superintendent, Deputy Superintendent, Associate Superintendents, Assistant Superintendents, Directors, Coordinators, Curriculum Assistants, Principals, Assistant Principals, Deans, teachers on assignment-and substitute employees.

The Association agrees that the unit as described in the foregoing paragraph is appropriate and that it will not seek clarification or amendment of the unit, either as to specific exclusions or the enumerated inclusions, unless the PERB makes a ruling that clarifies or amends the unit.

#### **Section 2 - Employee**

The term "employee" as used herein shall only refer to an employee within the bargaining unit unless the context specifically indicates otherwise.

identification, and, concurrent with distribution in the mailboxes, a copy will be supplied to the site administrator.

- (b) The Association shall indemnify and hold harmless the District against any claims, liabilities, or defense costs arising out of the Association's exercise of its rights under paragraph (a).
- (c) The District shall meet with the Association to determine a mutually agreed upon time and place for a general Association meeting during the orientation days prior to the opening of school.

### **Section 3 - Right of Access**

Authorized representatives of the Association shall be permitted to transact official Association business on school property before or after the employee workday or during lunch or other breaks.

### **Section 4 - Bargaining Unit Information**

- (a) A roster of certificated employee names, work location and assignments shall be made available to all unit members as soon as possible after the beginning of each school year. The District shall publish and distribute this roster to each unit member no later than November 1 of each school year. The cost of printing this roster shall be shared equally by the District and the Association.
- (b) During new teacher orientation, the District will make provisions for bargaining unit members to complete an Association membership information form during their regular work hours.
- (c) Job announcements for bargaining unit positions will include a statement advising applicants that Moreno Valley Unified School District is an agency fee district and employees of the District are required as a condition of employment to join the Moreno Valley Educators Association or pay representational fees.
- (d) The District shall furnish the Association with the names and work locations of all new hires within five (5) days of initial hire.

### **Section 5 - Association Business Days**

Designated Association representatives shall be entitled to a collective maximum of one hundred (100) days during the school year for the purpose of performing Association business under the following conditions:

- (a) The Association shall reimburse the District at the rate of daily pay for the substitutes.
- (b) The Association President shall designate the member(s) to be released and shall give the Human Resources Division three (3) workdays written notice. The designated unit member who is to be released shall give his/her site/department manager three (3) workdays notice of the release time. In no case will there be more than fifteen (15)

### **Section 3 - Duties and Work Performance**

Duties and work performed by the certificated employees in the bargaining unit shall be subcontracted or otherwise transferred out of the bargaining unit only after reasonable efforts to staff positions have been made.

## **ARTICLE IV - MANAGEMENT RIGHTS**

**Section 1** - All management rights and powers which the Board had prior to entering into this Agreement to direct and control the District are unqualified except as expressly and specifically limited, delegated, granted, or modified by an express provision of this Agreement. Except as provided by this Agreement, the Board retains the sole right to manage the District; to direct the work of its employees; to determine the methods, means and services to be provided; to determine the staffing patterns and the number and kinds of personnel required; to determine the educational goals, objectives and curriculum; to decide on the building, location or modification of any facility; to determine the budget and methods of raising revenue; to subcontract work or operations; to maintain order and efficiency; to hire, assign, evaluate, promote, discipline, discharge for cause, layoff, and transfer employees; and to take action on any matter in the event of an emergency for the reasonable period of time required by the emergency. The foregoing rights of management are not intended to be an all inclusive list, but do indicate the types of matters which are inherent to management.

**Section 2** - The parties agree that action taken by the District pursuant to this Management Rights article may generate a requirement to engage in "effects bargaining," pursuant to PERB law. The parties further agree that such "effects bargaining," if required by PERB law, shall take place after notice by the Association and shall neither prevent nor delay the actions authorized by this Article IV.

## **ARTICLE V - ASSOCIATION RIGHTS**

### **Section 1 - Use of Facilities**

The Association may request the use of the District's school equipment, buildings and/or facilities at reasonable hours other than during the workday and permission shall not be unreasonably withheld. Such equipment may include computers and printers, typewriters, mimeograph machines, duplicating equipment, photocopying machines, calculating machines, and audiovisual equipment when such equipment has been designated as generally available for faculty use, and when it is not otherwise in use for educational purposes. The District shall provide its available reproduction equipment for Association publications at the same rate as charged for school programs, unless the reproduction equipment is being otherwise utilized to produce school materials. Equipment named in this section shall be used on school premises.

### **Section 2 - Communication**

- (a) The Association shall have the right to post notices of activities and matters on designated employee bulletin board spaces. These bulletin board spaces shall be located in a visible and accessible area in the faculty room(s). The Association may use employee mailboxes for communications with employees. All "general distribution" materials distributed by the Association in school mailboxes shall have the Association's

identification, and, concurrent with distribution in the mailboxes, a copy will be supplied to the site administrator.

- (b) The Association shall indemnify and hold harmless the District against any claims, liabilities, or defense costs arising out of the Association's exercise of its rights under paragraph (a).
- (c) The District shall meet with the Association to determine a mutually agreed upon time and place for a general Association meeting during the orientation days prior to the opening of school.

### **Section 3 - Right of Access**

Authorized representatives of the Association shall be permitted to transact official Association business on school property before or after the employee workday or during lunch or other breaks.

### **Section 4 - Bargaining Unit Information**

- (a) A roster of certificated employee names, work location and assignments shall be made available to all unit members as soon as possible after the beginning of each school year. The District shall publish and distribute this roster to each unit member no later than November 1 of each school year. The cost of printing this roster shall be shared equally by the District and the Association.
- (b) During new teacher orientation, the District will make provisions for bargaining unit members to complete an Association membership information form during their regular work hours.
- (c) Job announcements for bargaining unit positions will include a statement advising applicants that Moreno Valley Unified School District is an agency fee district and employees of the District are required as a condition of employment to join the Moreno Valley Educators Association or pay representational fees.
- (d) The District shall furnish the Association with the names and work locations of all new hires within five (5) days of initial hire.

### **Section 5 - Association Business Days**

Designated Association representatives shall be entitled to a collective maximum of one hundred (100) days during the school year for the purpose of performing Association business under the following conditions:

- (a) The Association shall reimburse the District at the rate of daily pay for the substitutes.
- (b) The Association President shall designate the member(s) to be released and shall give the Human Resources Division three (3) workdays written notice. The designated unit member who is to be released shall give his/her site/department manager three (3) workdays notice of the release time. In no case will there be more than fifteen (15)

members absent on Association business and in no case shall any individual be absent for more than three (3) consecutive days.

- (c) Notwithstanding the foregoing provision, the parties shall maintain their practice of flexible enforcement of this provision.
- (d) This section shall not be applicable to meeting and negotiating with respect to reaching a new collective bargaining agreement and the processing of grievances.
- (e) The District reserves the right to deny such leave where it would unduly disrupt District operations, but permission shall not be unreasonably withheld.

#### **Section 6 - Release Time**

- (a) If the Association chooses to exercise the option, it may purchase at the actual substitute rate release time for the Association President for up to one hundred (100) percent of his/her assignment.
- (b) If the Association chooses, it may purchase release time at the actual substitute rate for up to sixty percent (60%) of the assignment for members of the Association's Executive Board. The District shall not deny such requests arbitrarily or capriciously.

#### **Section 7 - Access to Information**

The District, upon request, agrees to furnish to the Association available information concerning the financial resources of the District.

### **ARTICLE VI - ASSOCIATION SECURITY**

#### **Section 1 - Dues Deduction Authorization**

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months, and remit such amounts promptly to the Association. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

#### **Section 2 - Fee Deduction**

- (a) A unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to representational costs. The District shall automatically deduct fees from a unit member's paychecks, as described in Section 1 above, unless the unit member notifies the District, in writing with Association verification, that he/she has paid the dues or fees directly to the Association.

- (b) With respect to all sums deducted by the District pursuant to authorization of the unit member, whether for membership dues or equivalent fee, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

### **Section 3 - Religious Exemption**

- (a) Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- (1) Scholarship fund administered by three (3) trustees appointed by the District and three (3) trustees appointed by the Association. One of the Association trustees shall chair the committee and give reasonable notice to the District trustees of all meetings. Failure of District trustees to attend meetings shall not prevent the committee from acting.
- (2) Moreno Valley Friends of the Library.
- (3) Moreno Valley Unified School District Certificated Employee Emergency Fund, administered by one (1) trustee appointed by the Association and one (1) trustee appointed by the District.
- (4) The scholarship fund of the Riverside YM/WCA Moreno Valley Summer Day Camp program.
- (5) The Foundation to Assist California Teachers (FACT).

Authorization for such payment shall be made on or before September 15 of each school year, or within thirty (30) days of commencement of assigned duties.

- (b) Proof of payment and a written statement of objection along with evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph 3(a) above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 1 and 2 of this Article. Payment shall be in the form of payroll deduction.
- (c) Any unit member making payments as set forth in Section 3(a) and (b) above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

#### **Section 4 - Association's Duties**

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

#### **Section 5 - Indemnification**

- (a) The Association agrees to defend, indemnify and hold harmless the District against legal action by any certificated employee of the District challenging the legality of any action taken by the District at the request of the Association in compliance with this Article VI.
- (b) Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding.
- (c) The District, immediately upon receipt of notice of such legal action against either or both of them, shall inform the Association of such action, provide the Association with information, pertinent documents, and assistance necessary for the Association's defense or settlement of such action and fully cooperate with the Association in its defense of such action.
- (d) The Association, upon its compromise or settlement of such action, shall immediately pay the District all sums due under such settlement or compromise.
- (e) The Association, upon final order and judgment of a court of competent jurisdiction awarding damages to any employee of the District, shall immediately pay to such employee all sums owing under such order and judgment.

### **ARTICLE VII - SALARIES**

#### **Section 1 - Schedule**

- (a) Effective July 1, 2002, the District shall increase the 2000-01 salary schedule Appendix A by 2%. Effective February 2003, the District shall increase the 2002-03 Appendix A salary schedule by 1%.
- (b) Appendix B – Extra Pay for Extra Duty will remain at the current 2001-02 rates for the 2002-03 school year.
- (c) Appendix B will not be subject to the 2002-03 pay raise.

#### **Section 2 - Partial Year's Service**

Employees who serve for less than a full year shall receive an amount proportionate to the ratio of the number of days worked and the number of days normally worked in the position, except that an employee who works one (1) semester shall receive no less than fifty percent (50%) of the annual salary.

### **Section 3 - Payments**

Salary payments for the regular school year shall be made not later than the last day of the applicable payroll period, except payment for the December pay period shall be made available on the first weekday after January 1st.

### **Section 4 - Psychologists**

Psychologists will work two hundred (200) days and be paid on a six step ratio at 1.00, 1.05, 1.10, 1.15, 1.20 and 1.25 of the employees' schedule with 1.00 equal to the amount in Column F, Step 12.

### **Section 5 - Counselors**

Counselors required to work additional days beyond the established work year, as set forth in this Agreement, shall be paid at their scheduled daily rate of pay. Counselors in elementary school, grades K-5, may work up to five (5) additional days. Counselors in middle school, grades 6-8, shall work at least five (5) additional days and may work up to ten (10) days. Counselors in secondary school, grades 9-12, shall work at least ten (10) additional days and may work up to fifteen (15) days. Up to three Saturdays may be scheduled for proficiency testing purposes. Such days shall be assigned on a voluntary basis to the extent possible. The counselor's required additional days shall not be scheduled days other than those weekdays immediately prior to the start of school or those immediately after the end of school (unless the counselor otherwise agrees) and shall be on the days and at the time designated by the site administrator, provided it is not an established holiday and the counselor has reasonable notice of such designation. Counselors required by the District to work hours outside of the regular workday shall have such hours applied against the additional workdays set forth in this Agreement. Any days in addition to the required number of days specified above or portions thereof shall be compensated at the regular daily rate of pay.

### **Section 6 - Department Chairpersons, Lead Teachers, Grade Level Leaders, and Team Leaders**

- (a) High school department chairpersons shall receive the amount as set forth in Appendix B per period taught by employees in their department each semester. This computation shall include periods taught by the chairperson. Stipends will be paid twice a year. The present departments are set forth in Appendix B. This listing of such departments shall not limit the District from abolishing, modifying, or adding to any of the departments so listed during the term of this Agreement. However, once departments are established at the beginning of a school year, they shall remain in existence for the remainder of the school year.
- (b) The District will provide one (1) released day per month for all high school department chairpersons whose departments include five (5) or more instructors (including the chairperson). One-half (1/2) of the time provided in the release days may be directed by the District; one-half (1/2) of the time shall be used for department chairpersons' duties. Release time can be taken in one period increments, with forty-eight (48) hours advance notice and principal approval.

- (c) The District may offer Assistant Department Chair positions for Math, Science, English, and Social Science at all four year comprehensive high schools. The Assistant Chair will be paid 70% of the amount paid the Chair, with no release time.
- (d) There shall be grade level leaders at every elementary site on the basis of one grade level leader per grade level and one for support services. They shall be chosen in the same manner that department chairpersons are chosen, and they shall receive an annual stipend as set forth in Appendix B. The hours of work to be performed outside of the regular school day or year by a grade level leader shall be reasonable. The District and the Association agree to a guideline of 20 hours per year outside the workday/work year.
- (e) There shall be a team leader for each middle school team. They shall be chosen in the same manner that department chairpersons are chosen, and they shall receive an annual stipend as set forth in Appendix B.
- (f) There shall be seven (7) lead teachers at each middle school, in the areas of English, mathematics, social studies, science, physical education, elective subjects, and support services. The Team Leaders described in paragraph (e) above in the physical education, elective subjects and support services groups shall be designated "Physical Education Lead Teacher," "Elective Subjects Lead Teacher," and "Support Services Lead Teacher," respectively. The Lead Teacher shall be chosen in the same manner that department chairpersons are chosen. The Lead Teacher stipend will be computed by multiplying the number of periods taught in each subject area each trimester by the current share value times fifty percent (50%). This computation shall include periods taught by the Lead Teacher. This amount will be paid three times a year, with no one to make less than \$560 per year.
- (g) There shall be one lead nurse for the District who shall receive an annual stipend as set forth in Appendix B. He/she shall be chosen in the same manner as department chairpersons are chosen.

### **Section 7 - Vocational Credentials**

Full-time employees holding vocational credentials shall be placed on the salary schedule initially according to the following guidelines:

- (a) Employees holding vocational credentials without Bachelor degrees shall receive eighty percent (80%) of the applicable step in Column A on the salary schedule.
- (b) Employees holding vocational credentials that have eighty (80) semester units of college work acceptable toward a Bachelor degree shall receive ninety percent (90%) of the applicable step in Column A on the salary schedule.
- (c) Employees holding vocational credentials and having a Bachelor degree shall receive one hundred percent (100%) of the applicable step in Column A on the salary schedule.
- (d) Nothing in this section shall affect the salary status of current employees holding vocational credentials.

## **Section 8 - Step and Column Advancement**

The following rules shall be used in determining step and column advancement on the employee salary schedule:

- (a) Experience credit will be allowed only for those years in which the employee has taught or worked under a full-time regular contract for three-quarters ( $\frac{3}{4}$ ) of a year or, for those employees hired commencing with the 1992-93 school year, in years in which the employee earns credit towards tenure under the Education Code provisions.
- (b) All units to be applied to the salary schedule for placement and advancement credit will be evaluated by the District as provided in this Article.
- (c) After initial placement on the salary schedule, movement on the schedule shall be controlled only by credits earned and years of service.
- (d) Steps 19, 23, and 26, shall be attained upon the completion of eighteen (18), twenty-two (22), and twenty-five (25) years of service, respectively. All years of service creditable to the salary schedule are applicable.
- (e) Unit requirements of the salary schedule shall be in semester units. Quarter units shall be converted to semester units by multiplying by two-thirds ( $\frac{2}{3}$ ).
- (f) All earned upper division and graduate units shall be applicable to the salary schedules if the course units are acceptable for renewal or attainment of a teaching credential, or the course units are applicable to an advanced degree in an educational field, or the course units are in professional education courses. In the case of professional educational courses, an employee shall first obtain prior approval from the District. The District shall not be arbitrary and capricious in withholding approval.
- (g) The District may require an employee to verify salary placement by supplying transcripts of completed work.
- (h) All units applicable to the salary schedule shall be earned at an accredited college or university prior to the beginning of the employee work year and shall be verified by a transcript.
- (i) The number of semester units for a column change must be a whole number at least equal to the number set forth on the salary schedule. However, fractional parts of semester units may be added to arrive at the whole number of semester units required.
- (j) All units applicable to the salary schedule shall be verified with the Human Resources Division prior to October 1. Such verification may be temporarily achieved by a course grade card or a signed affidavit by the instructor except that by no later than December 1 it shall be verified by transcript.
- (k) Each employee shall inform the District by May 15, on a form provided by the District, the number of units the employee plans to have earned and applied to the salary schedule for salary placement during the following school year. The District shall adjust the employee's salary to reflect units earned prior to September 15 when reasonable

proof of course completion has been submitted to the District. The District, after verification of the units earned, shall make retroactive salary adjustments as appropriate.

- (l) Not later than October 15, the District shall furnish the Association with the placement of personnel on the salary schedule as of October 1, subject to subsequent verification and receipt of the requisite information from such personnel.
- (m) Salary placement properly granted prior to September 1, 1988 shall not be affected by any change(s) in this Article VII.

### **Section 9 - Extra Pay for Extra Duty**

- (a) Pay for the performance of extra duties shall be as set forth in Appendix B. No other duty pay shall be paid except as set forth in Appendix B. Qualified current employees of the District shall have preference for these positions over outside applicants and shall at least be granted an interview prior to these positions being offered to outside applicants. This provision shall not apply to committee assignments.
- (b) The positions of the Athletic Director and Director of Student Activities at the high school shall receive three (3) periods daily of release time. The District will provide up to five (5) release days per year for the position of Assistant Athletic Director as the District determines the necessity for such days. Release time can be taken in one period increments and requires principal approval.
- (c) At the middle school level, the District shall provide five (5) days of release time per semester for the position of Middle School Director of Activities. Release time can be taken in one period increments and requires principal approval.
- (d) The District will provide release days for one District-wide Middle School Athletic Coordinator position to be rotated annually among the middle schools. The number of days shall be equal to the number of middle schools involved in the program.
- (e) Employees earning extra pay for extra duty who are paid in one lump sum shall be paid by separate check no later than thirty (30) days after completion of the extra duty assignment.
- (f) Extra pay for extra duty positions which are assigned for the school year shall be paid monthly in accordance with Appendix B. Extra duty pay (including the stipends for department chairs, team leaders, grade level leaders, and lead teachers) will be adjusted equally with any across the board increase in Appendix A.
- (g) The District retains the right to determine which extra pay for extra duty positions will be established at each site. In any event, the District will establish Department Chair, Team Leader, Lead Teacher, and Grade Level Leader positions as provided in the Agreement.
- (h) Where mandated by contract or state guidelines, certificated staff at elementary sites shall be involved in the decision making process regarding the types of programs and the amounts paid at the site for the site's extra duty assignments.

## **Section 10 - Part-Time Employees**

- (a) Notwithstanding Section 8(a) above, employees employed specifically on a part-time basis shall be granted a step increase at the beginning of a school year whenever the number of days or hours worked in one or more prior school years equals or exceeds three-quarters (3/4) of a full school year. In the event the above calculation exceeds three-quarters (3/4), only the excess over one (1) full year shall be carried over to compute the next entitlement to a step increase.
- (b) A part-time teaching employee covered by this Agreement shall be paid a pro rata salary based upon the ratio of his/her regularly assigned instructional hours to the annual full-time instructional hours applicable to the grade being taught. For the purpose of this section, instructional hours shall mean the number of hours the employee is in class with students. Part-time, non-teaching employees shall be compensated on a pro rata salary based upon a ratio of his/her regularly assigned duty hours to the annual full-time duty hours applicable to the position.

## **Section 11 - Intern Teachers**

Salary placement for intern teachers shall be Step 1, Column A of the salary schedule as set forth in Appendix A.

## **Section 12 - Rating In**

- (a) The District shall offer employees new to the District full credit for all previous teaching experience up through a maximum of ten (10) years. This provision shall not affect the salary placement of employees hired to begin work in the District prior to July 1, 1995.
- (b) Salary credit is given for the following teaching experience:
  - (1) Public school experience in any state or territory of the United States, so long as full-time with K-12 credential and Baccalaureate degree. Credit is not given for experience in a position requiring children's center permit or in a position not requiring a K-12 credential. Credit is not given for preschool, Head Start, or extended day care experience.
  - (2) Public school experience in a foreign country in grades K-12, in a position requiring a K-12 credential.
  - (3) Private school experience in a position in which the school requires a K-12 credential.
  - (4) Community college experience in a full-time position (75% or more) requiring a fully satisfied credential and a Baccalaureate degree.
  - (5) University or college teaching experience in a full-time position (75% or more) requiring a Baccalaureate degree, only if the employee is hired by the District into an area of special needs, as defined by the District.

- (6) Psychologist private practice counseling experience if done full-time with school psychologist credential, only if employee is hired by the District into a position requiring a school psychologist credential.
  - (7) School Nurse experience and up to five (5) year related clinical and/or hospital experience with school age children.
- (c) The District shall use the following procedure for rating in salary credit for experience and training:
- (1) The District shall place the new hire initially based on verified training and experience as of the date of hire.
  - (2) The new hire shall have sixty (60) days from the first date of paid service in which to submit verification of transcripts and experience required by the District. Verification of prior teaching experience shall be on the form provided by the Moreno Valley Unified School District or on district letterhead from the school or school district giving dates of service, whether full-time or part-time, the position in which the service was rendered, and the type of teaching credential (if any) required for the position.
  - (3) When the new hire submits verification within sixty (60) days from the first date of paid service that justifies a higher placement, the District shall place the new hire where verified on the salary schedule. The District shall pay retroactively any amounts due on account of the higher placement.

### **Section 13 - Honoraria**

The District shall forward honoraria received from teacher training institutions to those master/cooperating teachers for whose student teachers the honoraria are paid.

### **Section 14 – State Program for English Learners K-12**

This section pertains to the District's implementation of the California legislation requiring all English Learners (EL) to achieve a proficient working knowledge of English.

District Economic Impact Aid (EIA) funds will be distributed equitably K-12 based on the prior year's Language Census, R-30. The EIA site budget development process, under the leadership of site administration, will provide for the input of EL staff with regard to program allocations and be approved by the English Learner Advisory Committee (ELAC) and School Site Council.

English Language Development (ELD) Specialists will provide support services to K-5. EL lead teachers/department chairs or designated teachers at grades 6-12 will be provided extra facilitation periods. These periods will be determined by the prior year's Language Census, R-30, and based upon available funds distributed proportionally.

Alternative Course of Study (ACS) teachers with a BCC/BCLAD and ACS teachers working toward such a certificate (Plan to Remedy) will be compensated at their daily rate of pay for additional work associated with primary language services. The Plan to Remedy must be

completed within a five (5) year period. Teachers possessing BCC/BCLAD will be compensated for up to ten (10) days' pay. Teachers on Plan to Remedy will be compensated for up to five (5) days' pay.

The program support staff (i.e., instructional assistants and clerical) assigned to each site to provide EL services will be determined by the prior year's Language Census, R-30, and based upon available funds distributed proportionally. Actual assignment(s) of program support staff will be a site-based decision.

The District and the Association will work together to expand opportunities and provide scheduling of English Language learner staff development (i.e., BCLAD, CLAD, SDAIE, SB1969) within the school district. Special accommodations will be made available for Year Round Education (YRE) schedules.

## **ARTICLE VIII - EMPLOYEE BENEFITS**

### **Section 1 - Entitlement**

- (a) The District and the Association agree that the cap for medical/dental/life insurance shall be \$4841. Employees who do not expend the full medical/ dental/life cap, or do not elect group health, shall have the balance allocated as cash. The maximum amount available for cash shall be \$3540. Certificated employees whose first day of paid employment is on or after July 1, 2002, shall not be eligible to receive this cash balance. Effective July 1, 2003, bargaining unit members enrolled in a medical plan may no longer elect to waive medical coverage. Effective July 1, 2003, bargaining unit members who waive medical coverage may continue to exercise the cash out option.
- (b) Benefits shall be paid in ten (10) monthly installments including, but not limited to, programs for Health, Cancer and Income Protection.

### **Section 2 - Dental Insurance**

Each employee shall have deducted from the above amount a sum equal to the composite premium for Delta Dental Plan of California. It is required that all employees participate in this program. The District shall have the right to change the dental insurance carrier so long as the same or better benefits are maintained and prior notice and opportunities to consult are provided to the Association.

### **Section 3 - Life Insurance**

Each employee shall have deducted from the above a sum equal to the premium for a term life insurance policy of no less than five thousand dollars (\$5,000). It is required that all employees participate in this program.

### **Section 4 - Health Insurance**

- (a) Employees may elect to have the remaining amount (the amount set forth in Section 1 less dental and life insurance premium) credited to the premium cost of the health insurance plan offered by Kaiser or other plan(s) recommended by the District Fringe

Benefits Committee and approved by the Board of Education. If a carrier declines to offer a plan, the District Fringe Benefit Committee will meet to discuss the matter.

### **Section 5 - IRC Section 125 Benefits Plan**

- (a) The District will implement an approved Internal Revenue Code Section 125 benefits plan including a modified benefits plan (offering employees a choice of premium only, dependent care and unreimbursed medical tax benefits). The Fringe Benefits Committee shall select and recommend a Third Party Administrator to the Board of Education.
  - (1) Each employee may deduct up to the legal limit for dependent care.
  - (2) Each employee may deduct an amount for unreimbursed medical tax benefits up to the maximum guaranteed by the third party administrator.
- (b) Costs related to the implementation and maintenance of the IRC 125 benefits plan shall be paid as follows:
  - (1) The District shall pay all annual set-up and re-enrollment fees.
  - (2) The District shall pay the monthly fees for premium only and/or one half of the costs related to the cash option. The employee shall pay one half of the costs related to the cash option.
  - (3) The employee shall pay monthly fees as they relate to additional individually selected options.
- (c) The Fringe Benefits Committee will annually review the costs and/or savings as a result of the implementation of the IRC 125 plan and provide information to the Negotiating Teams. Any savings realized through this plan shall be used for fringe benefits for bargaining unit members.
- (d) Employees whose first date of paid employment is prior to July 1, 2002, who do not expend the full medical/dental/life cap or do not elect Group Health shall receive the balance of fringe benefit entitlement above as cash option.

### **Section 6 - Leaves**

Employees on leave without pay shall have the option of continuing health and dental insurance premiums at their own expense during the period of the unpaid leave.

### **Section 7 - Part-Time Employees**

A part-time employee covered by this Agreement shall receive a pro rata share of the amount set forth in Section 1 based upon the formula in Article VII, Section 10(b). Said amount shall first be applied to dental insurance pursuant to Section 2 above, then to the life insurance premium as specified in Section 6, and any remaining amount may be applied to health insurance as specified in Section 3, if the insurer permits for such employees. There is no requirement that part-time employees have health insurance coverage.

## **Section 8 - Retired Employees**

Employees who retire from the District after ten (10) or more years of District service shall be entitled to payment by the District on their behalf to a District approved qualified individual health insurance plan in an amount equal to the amount paid by the District on behalf of current employees for the lowest cost individual health plan offered by the District at the time that payments are made on behalf of the retiring employee (if the retiring employee wishes to have such coverage). This benefit may not begin before the employee reaches 55 years of age and will cease at the end of the month in which the employee turns 65.

## **Section 9 - Fringe Benefits Notification**

The District will notify all unit members of the best figures available as to the rates of the various health and welfare benefit plans prior to the open enrollment period.

# **ARTICLE IX - SCHOOL CALENDAR**

## **Section 1 - Calendar**

- (a) The 2001-02, 2002-03, and 2003-04 calendars for schools on a traditional schedule (including summer school) is attached as Appendix C (1).
- (b) The 2001-02, 2002-03, 2003-04 calendars for schools on a year round schedule is attached as Appendix C (2).

## **Section 2 - Instructional Days**

There shall be the equivalent of 180 instructional days per year for the duration of this Agreement. The District may utilize up to eight (8) of the statutorily permitted non-student attendance days as part of the 180 instructional days. To the extent such non-student attendance days are utilized, the scheduling and utilization of at least four (4) of such days shall be determined at the individual school site level (with all required approvals of the District). To the extent additional non-student days are utilized, they may, at the District's discretion, be scheduled District-wide rather than by site. Any prescheduled, District wide non-student days shall include consultation with the Association during the negotiation of the school calendar.

## **Section 3 - Work Year**

The length of the work year for employees shall be the instructional days plus four (4) days except that the District may require newly hired teachers to work two (2) additional days.

## **Section 4 - Parent Conference/Non-Student and Calendared Minimum Days**

- (a) High School - The District shall schedule minimum days (for professional duties such as grading) at the end of the first and third quarters. An additional minimum student day shall be scheduled at the end of the fourth quarter. The District shall schedule non-student days (for professional duties such as grading) on the last day of each semester.

The District may schedule other minimum days at its discretion for inservice training or District meetings or other non-student days as provided in categorical programs.

- (b) Middle School - The District shall schedule minimum days (for professional duties such as grading) at the end of each trimester. An additional minimum student day shall be scheduled at the end of the third trimester. The minimum days at the end of the third trimester shall not be scheduled back to back. The District shall schedule two (2) non-student days for parent conferences as provided in Appendix C. The District may schedule other minimum days at its discretion for inservice training or District meetings, or other non-student days as provided in categorical programs. Middle school teachers will be expected to conference with a number of parents comparable to teachers with self-contained classroom assignments.
- (c) Elementary School - The District shall schedule minimum days (for professional duties such as grading) at the end of each trimester. An additional minimum student day shall be scheduled at the end of the third trimester. The minimum days at the end of the third trimester shall not be scheduled back to back. The District shall schedule two (2) non-student days for parent conferences as provided in Appendix C. The District may schedule other minimum days at its discretion for inservice training or District meetings, or other non-student days as provided in categorical programs.
- (d) K-12 - The last workday of the year for all grade levels shall be a minimum workday.

#### **Section 5 - Minimum Teaching Day**

- (a) Minimum days which are not back-to-back shall be 180 minutes of instruction.
- (b) Minimum days which are back-to-back shall be 240 minutes of instruction.
- (c) The student minimum days that the District may schedule (at its sole discretion) for inservice training or other purposes shall be 215 minutes for K-5 students.

#### **Section 6 - District Calendar Committee**

The District and the Association agree to continue the current process of utilizing a District wide Calendar Committee to develop a draft calendar to be presented to the respective negotiation teams for negotiations. Such calendars shall include days for high school semester exam schedules. The District and the Association shall also meet and confer regarding State and District mandated and non-mandated testing schedules.

### **ARTICLE X - HOURS AND ASSIGNMENTS**

#### **Section 1 - Assignment**

An employee shall be given written notice of tentative assignment (grade level, subject, and school) for the forthcoming year no later than ninety (90) calendar days preceding the first day of the new work year. Notification of changes in assignments shall be given as soon as possible after a change has been decided upon. It shall also be the policy of the District when practicable to advise employees of possible changes when it appears such changes are likely.

## **Section 2 - Hours of Work**

Except pursuant to the circumstances set forth in subsections (a) and (b) below, the length of the regular workday for employees who have a majority of their time assigned to regular classroom teaching shall be seven (7) hours, twenty (20) minutes.

- (a) Teaching employees shall attend meetings called by site administrators or department chairpersons, except as limited by Section 9.
- (b) The high school level certificated employees may be assigned duties that may be outside the defined workday. Such assignments shall be reasonable and assigned equitably within a school staff. Extra duty for high school will include Graduation and Back to School Night, plus six (6) events. Any duty assigned beyond eight (8) and any duty assigned on Sunday or a holiday shall be paid at a rate of \$25 per event.
- (c) Teaching employees shall be entitled to a forty (40) minute duty free lunch period each workday. In no event shall the student lunch period exceed the teacher lunch period and in those schools with forty (40) minute lunches, accommodation will be made to assure teachers of their full forty (40) minute duty free lunch break.
  - (1) In serious inclement weather situations, the District may adjust the elementary schedule, as long as a thirty (30) minute duty free lunch period is maintained.
  - (2) At the beginning of the school year, a committee at each site/YRE track will be formed to discuss inclement weather options in order to cover lunch time supervision. By the end of the first month of the school year, the findings of this committee will be presented to the staff for their approval.
  - (3) On minimum days, the District may adjust all schedules as long as a thirty (30) minute duty free lunch period is maintained.
  - (4) The lunch period at elementary schools shall be forty-five (45) minutes. Teachers are expected to walk their classes to the lunch area and may be required to stay with their classes for a reasonable period of time, generally from zero (0) to five (5) minutes.
- (d) Classroom teachers shall be responsible for up to three hundred five (305) minutes of instruction as scheduled by the District. The District and the Association will meet and prepare a report for the Bargaining Teams on the effects of counting passing time as instructional minutes. Teaching employees in a period-oriented program will be assigned no more than five (5) periods of instruction.
- (e) The District shall establish the beginning and ending times of all school programs, except in setting such times the Board shall not exceed the workday as set forth above in Section 2. Teaching employees will be present at their site a reasonable period of time prior to and following the student day.
- (f) Playground duty, bus duty and supervision of special events within a school staff may be assigned to employees, and in such cases, such duties shall be reasonable in amount and assigned equitably within a school staff.

- (g) Supervisory duties will be determined at each school site and each YRE track by a committee composed of administrator(s), and teachers selected by their peers. At each school site/YRE track, the committee will determine the type and number of supervision minutes per week. These minutes will be equitable per teacher per site and/or per track. The committee will present the information to the staff for their approval.
- (h) Each middle school staff may develop a comprehensive school plan, in cooperation with the school parental community, to address curricular and staff development needs through the reduction of student contact time. This plan must be supported by at least 70% of the respondents to the school parental community survey prior to submission to the Board of Education for approval. In no event shall such plan violate minimum State mandated instructional minutes.

### **Section 3 - Job Sharing**

- (a) Job sharing is defined as two (2) permanent employees in satisfactory status sharing one full-time teaching assignment. Job sharing shall be by mutual consent of the District and the teachers and shall not result in any additional cost to the District.
- (b) A written plan for job sharing shall be presented to the District for approval. The plan must be in the best interests of the District. The plan shall include provisions for extra duty assignments and attendance at regular meetings. The District shall not withhold approval arbitrarily or capriciously.
- (c) Employees sharing jobs shall be paid at their regular contractual rate and accrue salary and benefits proportionate to the part of the job assignment fulfilled.
- (d) Employees sharing jobs shall be entitled to the rights, protections, and benefits set forth in this Agreement.
- (e) Employees sharing jobs shall receive one step increase upon the accumulation of each one full-time equivalent year.
- (f) Job sharers shall request and shall be granted one-half (1/2) time leaves of absence during the job share year. If one job sharer leaves the arrangement, the other job sharer must either go on leave for the remainder of the year or move to full-time employment.

### **Section 4 - Psychologists/Non-Classroom Certificated Employees**

The length of the workday for psychologists hired to begin work on or before June 30, 1992 shall be eight (8) hours exclusive of a lunch period. The length of the regularly scheduled workday for all other employees whose majority assignment is not regular classroom teaching shall be in accordance with the provisions of paragraph 2, 2(a), 2(b), and 2(c) of this Article. The establishment of a regularly scheduled workday in this paragraph shall not mean that any responsibilities traditionally associated with a particular job involving work outside the regular scheduled workday or away from the building site shall be affected. In every case, the hours of work for each non-teaching employee shall be established by such employee's immediate supervisor.

## **Section 5 - Student Grouping**

The principal of each school may involve the employees in the grouping of students within the school so as to maximize learning consistent with sound growth, development, and social practices.

## **Section 6 - Emergency Coverage**

If the principal and assistant principal (if any) are to be away from the school during the regular student hours, an employee shall be designated to act in an emergency.

## **Section 7 - Preparation/Conference Periods**

On each full-time teaching day, all teaching employees shall have a preparation/conference period established by the District during which entire time the employee shall devote his/her energies to preparation activities, conferencing with students, parents of students, or employees on matters relevant to assigned duties. In grades K through 5 the preparation/conference period shall be no less than fifty (50) consecutive minutes. At the secondary level (6-12), the length of the preparation/conference period shall be no less than the students' regular daily period.

## **Section 8 - Traveling Employees**

- (a) Employees traveling from site to site on the same day will be paid mileage at the current IRS rate to cover automobile expenses. If the distance exceeds one and one-half (1-1/2) miles, the District shall reduce the employee's instructional day by an appropriate amount of time for traveling, not less than fifteen (15) minutes per day.
- (b) The District will make a reasonable effort to provide existing equipment and materials to traveling employees to minimize the inconvenience faced by such employees.

## **Section 9 - Meetings**

The number of required meetings will be limited as follows: At each school, attendance at more than two (2) meetings of the entire school staff shall not be required by the site administrator during a calendar month and no more than two (2) other mandatory meetings per month except in either case where such meetings are pursuant to the dictates of state law or except those required by categorically funded programs. Except in the case of categorical program evaluations, emergencies, and where the site administrator with the concurrence of the majority of the school staff agree, mandatory staff meetings shall not occur during a scheduled preparation/conference period. Mandatory meetings shall not last longer than sixty (60) minutes after the end of the regular workday and shall be scheduled at least twenty-four (24) hours in advance. Meetings called by department chairpersons shall not count against the above limits, but shall be reasonable in number. This section shall not be applicable to any non-student attendance days. Issues discussed at voluntary staff meetings shall be summarized at the next mandatory staff meeting or provided to the staff in writing.

## **Section 10 - Support Personnel**

- (a) **Association Attendance.** With respect to Association building representative meetings, one (1) psychologist representative may attend up to two (2) such meetings per month during scheduled work hours, provided one day's advance absence notice is given. All District Office employees, including but not limited to program specialists, curriculum specialists, and speech, language, and hearing specialists may attend up to three (3) general membership meetings per school year. In either case where attendance at such meetings will occur during scheduled work hours, the District Office employees shall make up such time at a time scheduled by the District.
- (b) **Resource Specialists.** Resource Specialists will be responsible for testing and attending meetings for their respective case loads, administrative placements, and initial referrals at their sites. One period per day of the Resource Specialist's instructional schedule shall be designated for such testing and related duties.

## **Section 11 - Medical Procedures**

The District shall not require bargaining unit members, other than nurses, to perform ongoing medical procedures for students.

# **ARTICLE XI - PROFESSIONAL WORKING ENVIRONMENT**

## **Section 1 - Orientation and Inservice**

- (a) All orientation and inservice education of other than new employees shall be conducted as designated by the District during the work year for employees as established by the terms of this Agreement.
- (b) Hours of service for employees on days designated for orientation or inservice activities shall be the same as the hours of service established for employees on regular days.
- (c) Employees have a professional responsibility to provide for their own continuing program of professional inservice education designed to maintain their individual skills.
- (d) District inservice and preservice programs shall be planned by the District. Upon request, the District officials responsible for planning such programs will meet with an Association committee, composed of no more than three (3) members designated by the Association, to discuss any suggestions or information such committee may have with respect to present or future programs. Such meetings shall be reasonable in number and shall take place during other than normal working hours except as otherwise mutually agreed. The content and format of any such program shall be the sole decision of the District committee and not reviewable under the grievance/arbitration article set forth in this Agreement.
- (e) The District may offer pay at the contract hourly rate for some or all inservice programs held outside the unit member's regular workday. The District will make available a semester schedule for inservices thirty (30) days before the semester begins, stating which unit members are eligible to attend specific sessions and which sessions shall be paid. The schedule will be subject to revisions(s) during the semester. The District may

arrange for college or university credit for any unit member attending a specific inservice session, to be provided (if available) in lieu of hourly pay (if hourly pay is otherwise provided for the specific session).

- (f) The District shall pay a unit member who acts as a presenter for a particular inservice program at the following rates:
  - (1) If the presentation is during the regular workday, the unit member will be given release time for the presentation plus one (1) hour of preparation time for every two (2) (or less) hours of presentation at the contract hourly rate.
  - (2) If the presentation is outside the regular workday, the unit member will be paid double the contract hourly rate for each hour of the presentation plus one (1) hour of preparation time for every two (2) (or less) hours of presentation at the contract hourly rate.
- (g) The District (per site managers) may schedule up to three (3) mandatory inservice training sessions per year (not to exceed one per quarter), not to exceed one (1) hour each outside the workday, for which pay and/or release time is not required.

### **Section 2 - Instructional Assistants and Student Teachers**

- (a) The District may assign a paid instructional assistant to an employee. The employee shall not have responsibility for a formal evaluation of the paid instructional assistant but shall provide input and opinions to the evaluator. The employee shall be responsible for the work direction of the paid instructional assistant. The employee shall be consulted prior to the assignment of a paid instructional assistant to the work station of the employee. Such right to consult shall not be construed as a right to reject an assignment.
- (b) The District may assign or the employee may recruit non-paid volunteer teacher aides. Teachers shall have the right to decline such voluntary, unpaid assistance.
- (c) The District will work cooperatively with employees on the assignments of student teachers or certificated intern staff from teacher training institutions. No student teacher or intern will be assigned to work with an employee without the employee approval.

### **Section 3 - School Site Councils**

The School Site Council shall not have the authority to waive any provision of this Agreement without the written consent of the Association and the District. The District shall provide the Association with a copy of School Site Council Improvement Plans at least ten (10) calendar days prior to approval by the Board.

### **Section 4 - Facilities**

- (a) The District agrees to make available to employees equipment for keyboarding and duplication of educational materials. In addition, the District will make available to employees:

- (1) a location where coats and other personal items, such as handbags, may be stored, some of which is lockable;
  - (2) chalkboard space in each instructional area; and
  - (3) a place at each instructional site where District instructional materials might be stored.
- (b) The District shall provide a work place which is safe for its employees.
- (c) The District will make reasonable effort to provide a telephone or other appropriate means of communication as determined by the needs in each classroom/work station.

### **Section 5 - Materials and Supplies**

- (a) The District will provide employees with appropriate equipment, instructional materials, and supplies in order to perform assigned professional duties, including equipment, materials, and supplies for special needs programs.
- (b) Each site shall establish procedures to ensure timely delivery of materials and supplies prior to the start of each school year.
- (c) The District will make reasonable effort to provide each teacher with a basic minimum classroom supplies and equipment package.

### **Section 6 - Individualized Educational Plans**

The District and the Association agree that it is desirable to include unit members who will be affected by the Individualized Educational Plan of a particular student in the planning process for that student. Therefore, the District will make reasonable effort to involve affected unit members in development, review, and/or revision of Individualized Educational Plans.

### **Section 7 - Special Education Standing Committee**

- (a) The Special Education Standing Committee will meet at least six times during each school year to consider concerns about the SELPA program, class sizes, and budget. This committee will suggest solutions to problems to the District and provide information to both negotiating teams.
- (b) Unit members shall be appointed by the Association to any District committee established by California Education Code or District policy. When updating a special education local plan, unit members shall be released from their regular duties during their workday or paid the hourly rate if outside the workday.

### **Section 8 - Student Attendance**

Unit members shall not be required to spend an unreasonable amount of time verifying student absences.

## **Section 9 - Site Budget Committee**

The site administrator at each school site shall institute a site budget committee, which shall include unit members selected by the faculty. The site budget committee shall develop recommendations for the expenditure of site based block grant funds. Site unit members shall be represented on the site budget committee in numbers no less than those of any other group represented.

## **Section 10 - Consultation Regarding Administrative Policies and Procedures**

Upon request by the Association, the Superintendent of Schools, Deputy Superintendent, Associate Superintendent of Curriculum and Instruction, and/or Assistant Superintendent of Human Resources shall meet with the Association to discuss concerns regarding administrative policies and procedures.

## **ARTICLE XII - TEACHER SAFETY**

### **Section 1 - Student Discipline, Confidential Material, Corporal Punishment**

- (a) The District shall provide the Association copies of the current editions of District policies and administrative regulations relating to student discipline. The District shall provide the Association with revisions of such policies and regulations upon adoption.
- (1) The District shall provide unit members a copy of the site student discipline policies and procedures for the site(s) to which the unit member is assigned along with copies of the state laws regarding expulsion and suspension of students. Such site policies, procedures, and state laws shall be incorporated into a teacher handbook to be distributed to each unit member prior to the first student day or as soon as possible after the opening of a new school.
  - (2) Copies of current editions of District policies and administrative regulations shall be on file at each school site and shall be available for reference by unit members upon request. A statement to this effect shall be included in the teacher's handbook.
  - (3) The building principal shall meet with the site staff to solicit input for the development and implementation of site discipline policies and procedures. A committee formed by October 15 which includes unit members selected by the faculty shall develop, review, and/or revise site discipline policies and procedures, as appropriate. The site discipline plan shall be reviewed annually with the staff by May 15 at a regularly scheduled staff meeting prior to adoption.
  - (4) Discipline procedures established during the previous year to be in effect during the current year shall be operational as soon as possible in the current year.
  - (5) The District shall provide the Association and each site principal copies of the District's monthly crime report and a semiannual or quarterly report that includes the number of students suspended, the length of the suspensions, the number of students assigned Saturday School, and the actual number of students that attended to the extent such reports are generated by the District and are not confidential.

- (b) The District shall provide non-confidential information on students' background to unit members, as appropriate, upon the request of the unit member and shall provide access to student records to unit members with legitimate professional interest. Such access shall be in compliance with District policies.
- (c) Pursuant to Section 49079 of the Education Code,
  - (1) The District shall inform the teacher of every student who has caused, or who has attempted to cause, serious bodily injury or injury, as defined in paragraphs (5) and (6) of subdivision (E) of Section 243 of the Penal Code, to another person. The District shall provide the information to the teacher based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in this section.
  - (2) The District shall not be liable for failure to comply with this section, if, in a particular instance, it is demonstrated that the District has made a good faith effort to notify the teacher.
  - (3) The information provided shall be from the previous three (3) school years.
  - (4) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.
- (d) Teachers shall not inflict corporal punishment on students. Pursuant to Section 49001 of the California Education Code, "corporal punishment" means the willful infliction of, or willfully causing the infliction of, physical pain on a pupil. An amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil, is not and shall not be construed to be corporal punishment within the meaning and intent of this section.

## **Section 2 - Unsafe Conditions**

- (a) The District will neither require unit members to work under unsafe conditions nor require them to perform tasks which may endanger their health or safety.
- (b) When in the judgment of a unit member, the continued presence in class or on the campus of a pupil represents a physical danger to the unit member, he/she may refer the matter to the appropriate site administrator for processing in accordance with state law and District procedures.
- (c) Unit members will be notified whenever possible before the District utilizes toxic chemicals, such as pesticides, paints, carpet glue or cleaner, in work areas. Unit members shall notify the principal of medically documented allergies or conditions affected by such substances.

### **Section 3 - Safety Inspections and Reports**

The District shall provide the Association, upon request, with copies of safety and fire marshal inspection reports.

### **Section 4 - Home Visits**

No unit member shall be required to enter the home of a parent or to otherwise meet with a parent at an off-campus location when the meeting may be a danger to the safety of the unit member. The immediate supervisor shall authorize an alternative parent contact method, provide for a safe teacher-parent meeting, or relieve the unit member of the obligation to meet with a parent.

### **Section 5 - Student Suspension**

An employee may suspend for good cause, as defined in District policy, any pupil from such employee's class for the day of the suspension and the day following. The employee shall immediately report the suspension to the principal of the school utilizing the form displayed in Appendix G and send the pupil to the principal or designee for appropriate action. Within the term of suspension, the employee shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the employee or the parent or guardian so requests. The pupil shall not be returned to the class from which he/she was suspended, during the term of suspension, without the concurrence of the suspending employee and the principal. The pupil shall not be sent to another classroom during the term of the suspension without the concurrence of the receiving employee and the principal.

### **Section 6 - Exclusion**

The District, upon recommendation of the student's teacher, may exclude from the class any student who has filthy or vicious habits, appears to suffer from head lice, ring worm, impetigo, or other contagious or infectious diseases, or who acts in such a way that good cause exists to believe that other students' and employees' health or safety is endangered. A student so excluded shall not be entitled to return to the classroom until such time as the District determines that the condition which prompted the exclusion no longer exists. The teacher shall be informed when the student is cleared to return.

### **Section 7 - Assault and Battery**

- (a) Assault is defined as an unlawful threat or an attempt to harm another physically. Battery is defined as intentional and wrongful physical contact with a person without his/her consent that entails some injury or offensive touching.
- (b) Employees shall immediately report all cases of assault and/or battery suffered by them in connection with their employment to their immediate supervisor who shall, according to statute, report the incident to the local law enforcement authorities. The Superintendent or designee will be notified of the incident and he/she may comply with any reasonable request from the employee for information relating to the incident or the persons involved.

- (c) Assault, battery, physical or verbal abuse of a unit member or person may be cause for suspension or expulsion of the student engaging in such conduct. Such conduct should be reported immediately to the site administrator.

### **Section 8 - Committees**

The District shall maintain a District Safety Committee of which the Association shall appoint one third (1/3) of the membership. The chair of the committee shall be the District designee.

### **Section 9 - Tuberculosis Exam**

Employees shall be required to provide evidence of examination of tuberculosis every four (4) years or more frequently as provided in Education Code Section 49406.

### **Section 10 - Personal Property**

The District assumes no liability for loss or damage to personal property except as set forth in this Article.

- (a) The cost of personal items (such as glasses or clothing damaged under extraordinary circumstances in the line of duty, excluding normal wear and tear) will be reimbursed to the unit member. The District shall not reimburse any loss wholly covered by the unit member's insurance.
- (b) Reimbursement for vehicle damage shall be limited to payment of the deductible amount of the unit member's insurance policy not to exceed two hundred fifty dollars (\$250) for damages resulting from malicious acts of others when an employee's vehicle, while the employee is acting in the scope of employment, is parked or driven on or adjacent to the school or at the site of authorized District activities. Collision, theft of an entire vehicle, any optional equipment attached thereto, such as hubcaps, a radio or tape deck, including tapes and cassettes, and damage to a vehicle resulting from actual theft of the vehicle are specifically excluded from this coverage.

When the claim involves a vehicle or theft of property, a report shall be made to the police and the police report number included in the claim.

- (c) Personal property that unit members may wish to bring on campus (not personal items such as glasses or clothing) will be covered as provided in (a) above only when the unit member has received prior written authorization from the District.

### **Section 11 - Environmental Conditions**

- (a) Every reasonable effort will be made to relocate any unit member when the unit member has reported a temperature below 60° F or above 90° F in his/her indoor work station.
- (b) When the smog level reaches .20 parts per million oxidants in the air, the District shall make reasonable efforts to notify affected unit members, who will not be required to engage in strenuous activities.

- (c) When a heat wave (predicted temperatures of over 105° F) is predicted that will exceed one day, the District will monitor the temperature at the District Office on the first day and every day thereafter, of the predicted heat wave. The District will order minimum days for students at school sites with no air conditioning when the temperature for the following day is predicted to exceed 100° F. This procedure will not be put into effect on the last school attendance day of any school week. If the District orders minimum days because of this provision, the District shall have the right to schedule additional instructional time to meet the requirements of Education Code Section 46201 provided that the work year of unit members is not extended beyond the required number of workdays.

### **Section 12 - Instructional Interruptions**

- (a) Every reasonable effort shall be made to minimize the number of classroom interruptions as a result of school maintenance and/or custodial/installation activities.
- (b) Intercoms and/or public address systems shall be used only during site designated times. The delivery of messages shall be limited to site designated times.

### **Section 13 - Telephones**

Every reasonable effort shall be made to afford unit members access to a telephone located to ensure reasonable privacy of conversation for school related calls.

### **Section 14 - Individualized Educational Plan**

The District and the Association agree that it is desirable to notify unit members in advance of placing students in Severely Disabled (SD) classes. Therefore, the District will make reasonable efforts to provide a copy of the actual or temporary Individualized Educational Plan prior to enrollment.

## **ARTICLE XIII - CLASS SIZE**

### **Section 1 - Staffing Ratios**

- (a) The District shall utilize the following classroom teacher-pupil ratios for initial projected staffing purposes and all budgetary planning as a guideline at each school site. If the application of these ratios in the aggregate at any one school results in a fraction of one-half (1/2) or more, the next highest whole number of teachers shall be allocated to that school for initial projected staffing purposes.
  - (1) Kindergarten: 1 teacher per 30 students projected.
  - (2) Grades 1-3: 1 teacher per 30 students projected.
  - (3) Grades 4-6: 1 teacher per 30 students projected.
  - (4) Grades 6-12: 1 teacher per 27 students projected (six period student day); or 1 teacher per 32 students projected (five period student day).
- (b) The term "Teacher" as used in subsections (1)-(4) above is intended to cover regular classroom teachers and does not include instructional aides, management personnel, psychologists, nurses, resource teachers, librarians, elementary music teachers,

counselors, language/speech/hearing specialists, special education teachers, reading specialists, and the like.

## **Section 2 - Class Average Limits/Case Loads <sup>1</sup>**

(a) Except as set forth in Section 4 below, if the actual number of students enrolled in an individual class averages more than the numbers stated in subparagraphs below for more than 20 consecutive workdays, the site administrator shall, upon request of the affected teacher(s), develop a plan, after consultation with the affected teacher(s), to achieve a reduction within a reasonable time period. When class size/case loads exceed the defined limits, a written grievance may be filed, and if unresolved within ten (10) days, the grievance will be moved to Level III of the grievance article.

- (1) Kindergarten - Third Grade: 32
- (2) First Grade: 30
- (3) Grades 2 - 6 (elementary): 33
- (4) Grades 6 -12: 36 in any one class and 165 students for a five (5) period teaching day exclusive of the classes set forth in paragraph 5 below. If less than five (5) periods are taught, the figure shall be prorated accordingly.
- (5) Special Day Class: 18
- (6) Self-contained bilingual: 28
- (7) Secondary remedial reading: 18
- (8) Middle school opportunity: 26
- (9) Language/Speech/Hearing Specialist: as provided in Education Code 56363-3
- (10) RSP: 28
- (11) ELD/Bilingual pull-out: 100
- (12) Physical Education: classes shall have no more than fifty five (55) students per teacher with a maximum of 240 students for a five period teaching day.
- (13) Proficiency Mathematics: 25
- (14) March Mountain/March Valley shall enroll no more than 22 students per class period
- (15) Independent Study: District-wide average case load - 60

(b) The foregoing shall not be construed to preclude the site administrator and affected staff from consulting earlier than the expiration of the twenty (20) workdays to establish an appropriate plan where it is clear that the number of enrollees will exceed the number set forth above for more than twenty (20) workdays. In such case the reasonable period of time in which to take action shall commence as of the first day consultation is requested after such fact becomes clear.

(c) The District and the Association agree that there are circumstances when class size/case loads exceed the limits as defined in Article XIII. When established resolution processes are untenable, the District and Association will mutually agree upon a resolution. (Refer to Side Letter Agreement dated October 23, 1998)

---

<sup>1</sup> Contingent upon the District's participation in class size reduction programs (Education Code 52122 and 520-52090), class size reduction may be implemented at grades K-3 and 9.

### **Section 3 - Exceptions to Class Size Maximums**

- (a) Consistent with past practice, classes at the elementary and secondary level that have traditionally been in excess of the numbers set forth above such as physical education (athletics), ROTC, chorus, and band, as well as classes that have been traditionally below these maximums such as foreign language, shop, home economics, and remedial classes, shall not be governed by the ratios in Section 2.
- (b) At the elementary level, the District will use reasonable efforts to secure substitutes for absent teachers when a teacher is assigned responsibility for students who would have been assigned to a substitute (if one had been available) for any part of a school day, the District shall pay one (1) hour to the teacher at the hourly contract rate.
- (c) At the middle and high school levels, the District will use reasonable efforts to secure substitutes for absent teachers. When a teacher accepts responsibility for students who would have been assigned to a substitute, the District shall pay one (1) hour to the teacher at the hourly contract rate for each extra period assignment.

### **Section 4 - Certificated Support Services Staffing**

- (a) The District shall maintain no less than the number of secondary counselor, elementary counselor, nurse, psychologist, and language/speech/hearing specialist positions as existed during the 1982-83 school year, except as such positions are reduced by attrition.
- (b) The District will attempt to limit each English Language Development (ELD) Specialist's assignment to no more than two (2) sites, but both the District and the Association acknowledge that sometimes assignment to additional sites may be necessary.
- (c) The District acknowledges that the current secondary counseling staffing ratios as designated below are desirable:
  - (1) High School: 450 to 1 District-wide ratio
  - (2) Middle School: less than 1450 - 2  
more than 1450 - 3  
when enrollment reaches 1700 - 4
- (d) The District and the Association shall establish a prorated case load assignment for psychologists hired after July 1, 1992, based on the Side Letter Agreement to Article X, Section 1, dated June 30, 1989.

## **ARTICLE XIV – YEAR ROUND EDUCATION (YRE)**

### **Section 1 - General**

The District will provide no less than one hundred (100) workdays' notice to the Association prior to implementing Year Round Education (YRE) at any particular site. The Association shall participate in planning and providing input prior to decision making. This Article shall be reopened for contract negotiations following the first year of YRE implementation at each additional level.

In addition, if the District decides to implement YRE at a comprehensive high school, it will give one hundred (100) workdays' notice of such intent to the Association and will meet and negotiate regarding issues arising because of the implementation at the additional grade levels. If the District and the Association have not reached agreement by the end of the one hundred (100) workday notice period, the District will implement its last offer, the parties will continue to meet and negotiate in good faith, and both parties retain all PERB rights in regard to the implementation. The District and the Association will continue to discuss implementation of YRE programs during the term of the Agreement.

## **Section 2 - Transfer To and From Year Round Education**

- (a) The District shall make every reasonable effort to have participation in the Year Round Education voluntary on the part of unit members.
- (b) Unit members presently assigned to schools designated as Year Round Education sites shall have the right to remain at those sites unless they become subject to involuntary transfer pursuant to Article XXI.
- (c) YRE transfer requests shall be done in accordance with the provisions of Article XXI of the Collective Bargaining Agreement, except as provided below:
  - (1) The District shall make every reasonable effort to transfer those unit members who do not wish to work in schools designated as Year Round Education sites. Such unit members shall be given the first opportunity to transfer to vacancies in traditional school program sites. In any event, such unit members shall be interviewed for at least their first and second position choices.
  - (2) The District shall make every reasonable effort to make transfers from YRE sites prior to consideration of other transfer requests or the hiring of outside applicants.
- (d) Within fifteen (15) workdays after the District notifies all unit members that a particular school has been designated as a Year Round Education program, a unit member who wishes to leave must notify in writing the site administrator of his/her intention. The District shall provide the unit member with a list of all openings at traditional school program sites.
- (e) Within twenty (20) workdays after the District announces that a particular school has been designated as a Year Round Education program, the District shall post at all school sites any available openings at Year Round Education sites. Unit members interested in being transferred to a particular opening shall notify the Human Resources Division in writing fifteen (15) workdays from the date of posting.
- (f) The timelines indicated in Section (d) and (e) above can be extended through District and Association collaboration.
- (g) The District will provide a unit member involuntarily transferred into or out of a YRE school site one (1) day of released time for the purpose of relocating.

- (h) The District will make every reasonable effort to avoid reassigning a unit member to a different track or involuntarily transferring a unit member after the beginning of the track to which the unit member is assigned.

### **Section 3 - Extended Year Assignment**

- (a) The District will post openings for intersession assignments if it determines such sessions will be held. Unit members shall apply for intersession assignments and selections for assignments shall be made as set forth in Article XXV, Summer School. The District shall compensate the unit member on intersession assignment at pro rata summer school assignment rates.
- (b) No unit member will be required to work longer than one hundred seventy-four (174) workdays, except as provided in Article IX, Section 3 (new teachers), Article VII, Section 4 (psychologists), and Article VII, Section 5 (counselors). The District may provide for additional workdays for some bargaining unit positions. Such positions shall be offered to the unit member currently assigned to the position at the site(s) requiring additional service. If the unit member refuses, such positions shall be posted District-wide. Unit members who agree to work such additional days shall be compensated at their daily rate of pay for the extended work year.
- (c) If a unit member is assigned to an extended year assignment at a YRE school that is more than 174 workdays, that teacher shall be considered to be more than 1.0 Full-Time Equivalent, in the ratio the extended assignment bears to the standard assignment of 174 days. For example, an RSP teacher with an annual assignment of 199 workdays shall be considered a 1.14 Full-Time Equivalent position.
- (d) Unit members with an assignment in excess of a 1.0 Full-Time Equivalent position shall have a case load which does not exceed the Education Code limits for a 1.0 position plus the proportional case load attributable to the extended assignment. For example, an RSP teacher with an annual assignment of 199 workdays (1.14 Full-Time Equivalent) shall have a case load not to exceed 31.9 students (114% of 28). Such a teacher shall not have an active case load at any one time in excess of 28 students. "Active case load" means the number of students on a teacher's case load who are then on track.
- (e) The remedies provided in Article XIII, Section 2(c), as well as the other provisions of Article XIII, shall apply to unit members with an extended assignment.
- (f) If the District requests a unit member to complete an extra pay for extra duty assignment (such as spelling bee, science fair, or other paid duty) during off-track time, the District shall compensate the unit member at the prevailing contractual hourly extra duty rate. The District shall determine the appropriate number of hours to be compensated.

### **Section 4 - Track Assignments**

- (a) During the initial stages of establishing a YRE program at a site, the faculty and administration will meet to discuss the most equitable distribution of track assignments. It is the intent of this Article to allow the faculty and administration of a particular YRE site to determine track assignments to the greatest extent possible. The District retains the right

to make final assignments. If track assignment agreement is not reached during the process, the site administrator shall assign teachers using the following criteria:

- (1) The educational needs of the program (appropriate credential, satisfactory evaluation, and specific site/program needs and/or related experience in desired position).
  - (2) Seniority at the site.
  - (3) Seniority in the District.
- (b) Unresolved conflicts regarding track placement can be appealed to the Superintendent or designee who will render a decision within ten (10) workdays of written appeal.
  - (c) At the conclusion of each school year, the faculty and site administration will meet to re-determine track assignments. If agreement is not reached, the site administration will make such decisions using the criteria listed above. (See Article X, Section 1 - Timeline of 90 days.)
  - (d) Except under exceptional circumstances, students who are off track will not be assigned to an on-track teacher's classroom for the purpose of making up instructional time.
  - (e) For the purpose of making track assignments, Article XXI, Section 2 (a) – Involuntary Transfers shall apply. If a unit member is involuntarily transferred to another track, the unit member shall have first right of return to the previously assigned track.

#### **Section 5 - Communications**

- (a) Each YRE site administrator shall forward District and site information to employees who are off track. Examples include information regarding application for Professional Support Provider (PSP), transfers and leaves, extra duty assignments, school events such as Open House, Back to School, holiday observances, and faculty election matters.
- (b) The District shall, upon request by a unit member, make reasonable efforts to notify that unit member during intersession or off-track assignment of any appropriate posted openings which may arise during intersession or off-track assignment. The unit member's request shall be in writing and will include a mailing address.

#### **Section 6 - Substitutes**

Unit members not on duty status will be allowed but not required to substitute in YRE. The District shall pay unit members who substitute in the YRE 140% of Step 1 of the Summer School Program Schedule found in Appendix B of this Agreement. The District shall pay unit members who substitute in the Summer School Program in accordance with the Summer School teacher salary schedule.

#### **Section 7 - Evaluation**

- (a) A unit member in a YRE school shall be notified of the identity of his/her evaluator within fifteen (15) calendar days of the beginning of his/her initial track of the year in which the evaluation is to take place.

- (b) Observation and evaluation procedures and schedules shall be in accordance with Article XV.
- (c) Final evaluation conferences shall be held no later than thirty (30) calendar days before the end of the final track in the unit member's instructional year.
- (d) Adjunct duties subject to evaluation shall be communicated to the unit member within thirty (30) calendar days of the beginning of the initial track of the unit member's work year. Adjunct duties may be changed, deleted, or added only in accordance with Article XV, Section 2(h).

### **Section 8 - Room Assignments**

- (a) A "roving teacher" is a teacher in the YRE program whose classroom assignment changes when the tracks change. The District will seek volunteers before making roving assignments. Teachers assigned to a roving position will have two (2) subsequent years without roving unless otherwise agreed to by the unit member or under exceptional circumstances.
- (b) Every reasonable effort will be made to ensure that shared room assignments shall be equitably distributed at each YRE site. The site administrator will make room assignments after consultation with the affected teachers.
- (c) When teachers share a classroom, all teachers will have appropriate availability for storage space in the room being shared as well as that provided in other areas.
- (d) Unit members assigned to kindergarten and self-contained Special Education programs will be exempt from roving assignments, except under exceptional circumstances.

### **Section 9 - Flexible Scheduling**

- (a) A unit member may be permitted to exchange instructional days with another unit member who is appropriately credentialed and on satisfactory status.
- (b) An exchange contract will be agreed to between the two teachers and signed by each.
- (c) The signed agreement shall then be submitted to the site principal for approval at least ten (10) workdays prior to the beginning of the exchange. Such an exchange shall be approved or disapproved based on the needs of the District. If disapproved, the reasons for disapproval shall be in writing.
- (d) Unit members may take the opportunity to attend conferences, workshops, or meetings which have been scheduled during periods of time when traditional calendar employees are on recess. Unit members wishing to participate in such events will be able to exchange days with off-track employees. The on-track teacher will then arrange to cover an equal number of days for the cooperating teacher.
- (e) Applications for exchange days should be filed with the site administrator as soon as practicable but in no event later than five (5) workdays before the exchange. Specific arrangements will be noted on a standard District form.

- (f) Failure to carry out the service obligations under the approved exchange agreement shall result in a loss of pay for the unit member who fails the contractual agreement.

### **Section 10 - Extra Duty Site Assignments**

Extra duty positions as described in Appendix B which the District determines require year round services including, but not limited to, Grade Level Leader, Team Leader, Subject Area Lead Teacher, Student Body Activities Director, Drama Coach, Yearbook Advisor, Publications Director, Band Director, Pep Squad, and Vocal Music Director shall be funded on the basis of 120% of the traditional calendar year rate. If the person in this position declines to serve while off track, the District shall pay the annual rate (100%), and may assign the duties to another unit member who will be paid the differential; i.e., 20%. Selection procedures for these interim positions shall be in accordance with Article VII, Sections 6 and 9.

### **Section 11 - Program Termination**

If the District decides to eliminate YRE at one (1) or more sites, the District will provide the Association no less than one hundred (100) days' notice.

### **Section 12 - Working Conditions**

- (a) The District shall make every reasonable effort to provide adequate materials, supplies, desk space, storage space (some of which will be lockable), moving assistance, an air conditioned classroom environment, air conditioned multi-purpose rooms, and air conditioned (HVAC) physical education offices and locker rooms.
- (b) Each site shall establish procedures to ensure timely delivery of materials and supplies prior to the start of each track's school year.
- (c) All YRE K-5 regular, self-contained classroom teachers shall be assigned to a single school work site.
- (d) All YRE classroom teachers at the middle school level shall be assigned to a single work site.
- (e) The District shall make every reasonable effort to distribute students with special needs among the various tracks and to provide equitable distribution of special support services (i.e., ELD, RSP, SDC, LSHS) to all tracks. Traditional and YRE programs shall have access to equivalent support services.
- (f) When possible, combination classes will be minimized.
- (g) Middle school teachers, except those in self-contained classrooms, shall not be required to teach more than three (3) subjects (i.e. Math), title (SDAIE or GATE), and/or grade level (6<sup>th</sup>, 7<sup>th</sup>, or 8<sup>th</sup>) preparations. Teachers may volunteer for additional preparations.

### **Section 13 - Salary**

- (a) A unit member assigned to a YRE position shall be compensated on the same base salary schedule as a unit member assigned to a traditional calendar position. Advancement on the salary schedule shall be as provided in Article VII.
- (b) Unit members who work at the YRE sites shall not be adversely affected by the application of the standards for advancing on the salary schedule or obtaining years of service credit as defined in Article VII of the collective bargaining agreement.
- (c) If a unit member transfers into or out of a YRE site and in the process changes his/her pay cycle, the District will make every reasonable effort to accommodate the unit member's pay cycle to minimize interruption of regular pay warrants. Over or under payments that occur in any fiscal year will be handled as quickly and equitably as possible.
- (d) Unit members assigned to a YRE site, for all or part of their regular assignment, shall be paid on a twelfthly basis, effective July 1.
- (e) All unit members paid on a twelfthly basis shall be required to sign the Salary Agreement for Employees Paid on a Twelfthly Basis attached hereto as Appendix F.
- (f) Unit members who are assigned to a roving position shall be paid an annual stipend equal to that of an elementary grade level leader at a traditional site.

### **Section 14 - Leaves**

- (a) Unpaid leaves of absence shall be allowed based on the YRE calendar; i.e., leaves will correspond with the length of the teaching session (trimester).
- (b) All other leave provisions continue as provided in Article XXII.
- (c) A unit member whose assignment extends beyond the traditional 174 workdays shall earn pro rata sick leave consistent with Article XXII, Section 1(c)(3).

### **Section 15 - YRE Calendar**

- (a) The YRE calendar shall appear in Appendix C.
- (b) There shall be 170 instructional days per year for the duration of the Agreement.
- (c) The length of the work year for employees shall be the instructional days plus four (4) days, except that the District may require newly hired teachers to work two (2) additional days.
- (d) The District shall schedule five (5) 180 minute instructional days (excluding lunch) for the purposes of professional duties such as grading and/or classroom or instructional preparation. The District shall schedule two (2) non-student days for parent conferences as provided in Appendix C.

- (e) The District may schedule other minimum days at its discretion for inservice training or District meetings, or other non-student days as provided in categorical programs. These minimum days shall be 215 minutes for K-5 students.
- (f) Except pursuant to the circumstances set forth in Article X, Section 2, subsections (a) and (b), the length of the regular workday for employees who have a majority of their time assigned to regular classrooms teaching on a 174 day work year YRE program calendar schedule shall be seven (7) hours, forty-six (46) minutes.

### **Section 16 - Annual Review**

Article XIV, Year Round Education (YRE) will be reviewed by the District and Association annually or more frequently as mutually determined.

## **ARTICLE XV - EVALUATION PROCEDURES**

### **Section 1 - Principles of Evaluation and Assessment**

This provision establishes a uniform and systematic procedure for assessing an employee's work performance. The primary purpose of an employee evaluation is to improve the educational process for students and to develop the highest professional competence on the part of each employee.

The District retains the sole responsibility for the evaluation and assessment of performance of each employee, subject to the following procedural requirements. Any grievance brought under this Article shall be limited to a claim that the procedural requirements stated herein have been violated. Under normal circumstances, the site administrator (or his/her designee) shall have overall responsibility for the evaluation. If someone other than the site administrator (or designee) is the evaluator, or if the District changes the evaluator, the District shall, within a reasonable time, notify the employee. The District shall not request bargaining unit members to evaluate other bargaining unit members.

In compliance with law, discipline and discharge procedures may be undertaken independently of the evaluation procedures contained in this Article. This provision shall not, however, constitute a waiver of any right an employee may have to adequate notice of performance deficiencies and adequate opportunity to improve. Written evaluations shall be communicated using the observation, remediation, and evaluation forms shown in Appendix D, as applicable.

### **Section 2 - Procedures for Evaluation and Assessment**

- (a) The District shall evaluate and assess employee competency as it reasonably relates to each of the following:
  - (1) The progress of pupils toward the standards of expected student achievement at each grade level in each area of study.
  - (2) The instructional techniques and strategies used by the employee.
  - (3) The employee's adherence to curricular objectives.

- (4) The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities, including the performance of assigned adjunct duties.
- (b) The evaluation and assessment of employee competency shall not include the use of publishers' norms established by standardized tests.
- (c) The District shall not require that lesson planning be done in any particular format or require lesson plans to be turned in on a regular (daily or weekly) basis unless the employee has received notice of "needs to improve" or "unsatisfactory" performance. The District may request a lesson plan to be provided prior to a prescheduled observation.
- (d) The District shall appoint an evaluator for each employee and inform each employee to be evaluated of his/her evaluator within forty-five (45) workdays from the beginning of the school year. The employee may request the District to assign an alternate evaluator. Each school shall hold a staff meeting prior to the beginning of each school year to discuss evaluation criteria and procedures. In the case of employees assigned after the beginning of the school year, such notification and meeting shall occur within thirty (30) calendar days of the assignment.
- (e) The evaluator shall conduct no fewer than three (3) classroom (or other site) observations for temporary and probationary employees (and permanent employees in less than satisfactory status), and no fewer than one (1) such observation for permanent employees in satisfactory status during the evaluation year, prorated appropriately for employees assigned after the beginning of the year. The first observation shall occur within the first quarter, except as to employees assigned after the beginning of the school year.
- (1) In the case of temporary and probationary employees and permanent employees in less than satisfactory status, at least one (1) of such observations shall be prescheduled at least three (3) workdays in advance. The classroom observations shall be no longer than sixty (60) minutes. This provision does not preclude non-scheduled classroom visitations and observations as an additional useful assessment technique, nor does it preclude classroom observations or visitations during a year in which the employee is not being evaluated. Any observation which impacts an employee evaluation shall be written up on the District observation report form. All observation reports shall be provided to the employee.
- (2) The evaluator shall provide the employee with a copy of the observation report within five (5) workdays after the classroom observation. Either the employee or the evaluator may request a conference to discuss the observation and/or observation report prepared by the evaluator within five (5) workdays. In such case, the conference shall be held within five (5) workdays from the request. The District and the Association acknowledge that unusual circumstances (such as illness of either the evaluator or the employee, or emergencies) may prevent compliance with the time limits set forth in this section.

- (3) Observations shall be reasonable in number and duration, and in no instance shall be used to harass an employee. It is understood between the District and the Association that this Section 2(e) is an evaluation procedural requirement. Comments on the final evaluation may include comments and information from previous observations or other written evidence of employee performance as related to Section 2 provided such information has been shared with the unit member prior to development of the written evaluation. In any event, the evaluation shall reflect and be consistent with the written documentation provided to the employee throughout the evaluation year.
- (f) Evaluations and assessments conducted pursuant to this procedure shall be reduced in writing on the form attached hereto as Appendix D, and a copy thereof shall be transmitted to the employee not later than thirty (30) calendar days before the last day of student attendance of the school year. A meeting shall be held between the employee and the evaluator to discuss the evaluation, and such meeting shall be held prior to the last week of the school year. If the evaluation is "needs to improve" or "unsatisfactory" in any area, the meeting will be held within ten (10) workdays from the date of the delivery of the evaluation form to the employee.
- (g) The District will evaluate probationary, temporary, and intern employees every year and permanent employees every other year, subject to the provisions of Section 3 below.
- (h) Adjunct duties shall be assigned by the District. Such duties shall be reasonable, equitably distributed, mutually scheduled (or assigned if mutual agreement has been attempted but has not been reached), and communicated to all unit members at each school site. Adjunct duties subject to evaluation shall be communicated within thirty (30) workdays from the beginning of each school year. Other adjunct duties which are subject to evaluation may be added, deleted, or modified by mutual agreement between the evaluator and the employee. The District may assign additional, necessary adjunct duties after thirty (30) workdays, by seniority, with the duties assigned first to the employee(s) with the least District seniority.

### **Section 3 - Remediation**

- (a) If the employee's final evaluation is "unsatisfactory" in any area, he or she shall be evaluated the following year in all areas. If an employee's final evaluation is "needs to improve" in any area, he or she shall be evaluated the following year in the area(s) in which improvement is needed. In addition, at any time during the school year, the District may notify an employee in writing that his/her job performance is "unsatisfactory" or "needs to improve" and the reasons the evaluator has made such determination. In this event, the District and the employee shall meet as necessary to discuss specific recommendations for improvement of the employee's performance. A remediation plan shall specifically address identified weaknesses and describe a process of improvement; shall have a term of no more than six (6) weeks; and will, if unsuccessful, be followed by additional remediation plan(s). There shall be a conference at the conclusion of each remediation plan. The District may recommend or require an employee who has received written notice of unsatisfactory performance or needed improvement to participate in a District provided program designed to improve appropriate areas of the employee's performance. If the District requires such

participation on a non-workday, or after 5:00 p.m., it shall pay the employee the negotiated hourly rate for his/her actual time in attendance.

- (b) When an employee is rated "needs to improve", such employee shall be observed no more than once per week. When an employee is rated "unsatisfactory," such limitations shall not apply. Each observation shall be written up. A conference between the employee and his/her evaluator shall take place within three (3) days.
- (c) Any permanent certificated employee who receives an "unsatisfactory" rating on a final evaluation shall participate in the Peer Assistance and Review Program (PAR) for teachers.
- (d) Upon the request of the employee who has been rated "unsatisfactory," the District will appoint a second evaluator.
- (e) If a first year probationary teacher ends the year in the "needs to improve" or "unsatisfactory" category and is reelected, he/she shall have two (2) observations prior to November 30. Each of these shall be followed by a conference with the observer and shall result in an updated evaluation form. Any second year probationary teacher who moves into the "unsatisfactory" category must be informed of unsatisfactory performance prior to February 15, except under extraordinary circumstances.
- (f) The Association shall be notified within ten (10) days of the assignment of a teacher to a remediation plan unless the teacher involved specifically requests that the Association not be notified.

#### **Section 4 - Association Representation**

- (a) The District recognizes the right of representation in employment relations provided under Government Code Section 3543.1 as that section is interpreted by PERB and courts of competent jurisdiction.
- (b) It is understood by the District and the Association that this right currently includes the right of an employee to have representation in any meeting with a person in a supervisory position which the unit member reasonably believes may lead to discipline or negative evaluation. Unit members shall not request and shall not be afforded Association representation at any classroom (or other site) observation.

#### **Section 5 - Rebuttal**

- (a) The employee has the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the employee's personnel file. If such response is filed, the evaluation document may be modified at the District's discretion.
- (b) If a grievance relating to the evaluation procedures as set forth in this Article is filed, evaluation materials will be withheld from the personnel file until the grievance process is exhausted.

- (c) Evaluations and other material of an evaluative nature shall be removed from personnel files and sealed, upon the employee's request, after four (4) years have elapsed from the date of evaluation.

## **ARTICLE XVI - NON-DISCRIMINATION**

### **Section 1 - Non-Discrimination**

Neither the District nor the Association, to the extent required by applicable law, will discriminate against any employee on the basis of race, color, creed, age, sex, sexual orientation, national origin, political affiliation, place of residence, disability, marital status, membership or lack thereof in an employee organization (except as affected by Article VI), or participation or lack thereof in an employee organization.

### **Section 2 - Violations**

Any allegation of discrimination based upon race, color, creed, age, sex, sexual orientation, national origin, disability, or marital status shall be processed in accordance with the District's affirmative action plan, and not through the grievance procedure set forth in this Agreement.

## **ARTICLE XVII - GRIEVANCE PROCEDURE**

### **Section 1 - Definition**

The purpose of this grievance procedure is to provide a means by which certain disputes may be resolved in an equitable and efficient manner. A grievance is a claim by an employee or the Association covered hereby that an express term of this Agreement has been violated by the District and that because of such violation an employee's/Association's rights have been adversely affected. A grievance shall not include any claims or requests to challenge, change, amend, or add to existing policy, rules or regulations, or to adopt or negotiate new policies, rules or regulations. A grievance also shall not include any employer-employee relations matters for which a different method of review is specifically provided by law.

### **Section 2 - Association Grievance**

- (a) The Association may file grievances on its own behalf. Association grievances may be filed at the Superintendent's level and must be signed by the Association President or designee.
- (b) If the same grievance or essentially the same grievance is filed by more than one employee, then the Association may process the grievance under this Article on behalf of the grievants after Level Three or earlier by mutual agreement of the District and Association.

### **Section 3 - Procedure**

An employee's grievance must be reduced to writing and submitted to the employee's immediate supervisor within twenty (20) workdays after the act or omission giving rise to the grievance or within twenty (20) workdays of the date the grievant should have known of the act

or omission. A workday shall mean any day during the calendar year except Saturday, Sunday, and holidays.

**(a) Level One - Informal:**

Before submitting a written grievance, the grievant shall first have a conference with the employee's immediate supervisor to present the grievance orally and to attempt to resolve it informally.

**(b) Level Two - Immediate Supervisor:**

If the attempt at informal resolution is not successful, the grievance shall be reduced to writing. Using the standard grievance form, the grievant or the Association shall state the circumstances upon which the grievance is based, the date of occurrence, the identity and signature of the grievant, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. The supervisor shall answer the grievance within ten (10) workdays after receipt.

**(c) Level Three - Superintendent:**

In the event the grievant or the Association is not satisfied with the answer given, the grievant or the Association may appeal the decision to the Superintendent or designee within ten (10) workdays after receipt of the grievant's supervisor's decision. The Superintendent or designee will communicate a decision in writing within ten (10) workdays of receipt.

**(d) Level Four - Mediation:**

If the grievant or the Association is not satisfied with the decision at Level Three, it may, within ten (10) days, submit a written request for mediation of the grievance. In this event the Association shall, within five (5) days, submit to the California State Conciliation Service a written request for the immediate services of a mediator.

- (1) The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.
- (2) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.
- (3) The District and the Association have agreed that this level (Level Four of this Grievance Procedure) may be waived by mutual agreement. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to arbitration.
- (4) Statements and offers of settlement made in the mediation process shall not be referred to in subsequent proceedings.

**(e) Level Five - Arbitration:**

- (1) Grievances which are not concluded pursuant to the procedures set forth in Sections 2 and 3, and which the Association desires to appeal, shall be submitted to arbitration as set forth in this section provided that written notice is given to the District by the Association within ten (10) workdays after the conclusion of Level Four.
- (2) If no agreement is reached within ten (10) workdays, the parties shall request a panel from the California State Mediation and Conciliation Service. The parties shall select an arbitrator from such a panel by the alternate striking of names. The party to strike the first name shall be chosen by lot.
- (3) The fees of the arbitrator shall be shared equally by the parties. Either party may request a transcript of the proceedings prepared by a professional court reporting service, and the parties shall share the expense equally. Each party shall bear the expense of the presentation of its own case, and the District shall not be required to compensate the Association representatives, the grievant or any Association witness for any time spent at any arbitration, but all such meetings shall be conducted after the employee's workday unless the arbitrator cannot so schedule.
- (4) The arbitrator shall have no power to alter, amend, change, modify, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other. No decision shall be retroactive beyond the beginning of the twenty (20) day period specified above, and the arbitrator shall have no authority to hear and issue a decision upon more than one (1) grievance at a time unless the District and the Association expressly agree otherwise.
- (5) Subject to the provisions of the California Code of Civil Procedure and this Agreement's specific exclusion of issues from the grievance/arbitration process, the decision of the arbitrator shall be final and binding. The grievance/arbitration procedures described above are to be the Association's and unit members' sole and final remedy for any claimed breach by the District of this Agreement, unless specifically otherwise provided herein.

**Section 4 - General Provisions**

- (a) Any grievance not processed by an employee in accordance with the time limits set forth herein shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. In the event a grievance is filed so late in the school year that the processing cannot be completed prior to the end of that school year, the further running of any of the time limits herein shall be suspended as of the last day of the school year, and the processing will be continued to the beginning of the next school year, unless both parties agree to pursue such processing during the summer months. If at any step the District fails to respond in a timely manner, the grievant may proceed to the next step. Any of the time limits set forth in this Article may be waived by written agreement between the parties. Any of the levels of procedures in

this Article may also be waived by written agreement between the parties. The time limits set forth herein will begin to run upon the occurrence of the event stated or upon the receipt of any required writing.

- (b) A grievant shall be entitled upon request to representation by the Association at any grievance meetings held after the informal conference with the immediate supervisor. Where the Association has not been requested to represent the grievant and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- (c) Grievance investigation and processing by Association representatives, not including the attendance at the meetings with District representatives, may be performed during the instructional day, but shall be conducted on non-classroom teaching time. A reasonable amount of release time without lost compensation shall be granted, if requested, to one Association representative to attend any meetings with District representatives which have been scheduled to discuss grievances.
- (d) No reprisals of any kind will be taken by the District or the Association against any grievant, the Association, or any participant in the grievance procedure because of the fact of such participation.
- (e) Grievance forms and other forms necessary to the operation of the grievance procedure shall be agreed upon by the District and the Association as attached in Appendix E. The costs of typing and reproducing such forms shall be borne by the District.

## **ARTICLE XVIII - PERSONNEL FILES**

### **Section 1 - Maintenance of Files**

The District shall maintain the personnel files of employees at the District Office. Such files shall be available for inspection as set forth hereafter. Any disciplinary action taken against an employee may be based only on materials which are contained or placed in the District Office personnel file.

### **Section 2 - Inspection**

Every employee shall have the right to inspect his/her personnel file upon request provided that the request is made at a time when such person is not actually required to render services to the District and when the personnel clerk responsible for employee files is available to be in attendance. Personnel files, which may be inspected, shall not include materials such as ratings, reports, or records which were obtained prior to the employment of the person involved or were prepared by identifiable examination committee members or were obtained in connection with a promotional examination.

### **Section 3 - Derogatory Material**

Information of a derogatory nature, except materials mentioned in Section 2 above, shall not be entered or filed unless, and until the employee is given notice and the opportunity to review and comment thereon. Such notice shall be at least fourteen (14) calendar days and the

employee shall have the right to meet with his/her supervisor to discuss the accuracy of such information. If the supervisor agrees that any or all of such information is inaccurate, it shall not be placed in the personnel file. The employee shall also have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty during other than student hours for this purpose without salary reduction. The foregoing time constraints shall not prevent the District from taking appropriate disciplinary action where permitted by law.

#### **Section 4 - Hours of Inspection**

All employees who want to inspect their personnel files shall make advance appointments. Personnel files shall be available for inspection during regular office hours each day the office is open for business and during the District Office lunch hour at least two (2) days per week.

#### **Section 5 - Log**

Each personnel file at the District Office shall have a sheet provided therein for any person who inspects the file to indicate his/her name and the date of inspection. The District shall issue instructions that all persons except clerical personnel should sign and date such sheet.

#### **Section 6 - Identification of Material**

- (a) All material of an evaluative and/or derogatory nature placed in a personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation.
- (b) Any material of evaluative and/or derogatory nature shall be removed at the request of the employee after a period of four (4) years.

### **ARTICLE XIX - PUBLIC COMPLAINTS**

#### **Section 1 - Procedures**

- (a) Written complaints received by the District shall be communicated to the employee's immediate supervisor who shall:
  - (1) Provide the employee with information as to the nature of the complaint and the name of the complainant;
  - (2) Furnish the employee with copies of any documents relating to the complaint;
  - (3) Notify the employee of meetings with the complainant;
  - (4) Schedule and be present at a meeting with the complainant if requested by the employee;
  - (5) Following any meeting as provided above, meet with the employee to evaluate the complaint; and,

- (6) If requested by the employee, to assist the employee in arranging to have an Association representative present at any meeting at which the complainant is accompanied by a representative.
- (b) In dealing with public complaints which cannot be settled at the site level, the District shall conform to the following procedures:
- (1) Have the public complainant file a specific complaint on the District public complaint form which shall require specific allegations if it is to be processed above the site level. This must be filed with the Superintendent or designee within thirty (30) calendar days after the initial site meeting.
  - (2) Such formal complaint must be filed with the Superintendent within the school year in which the alleged incident took place or no later than October 15 of the following school year. The Superintendent or designee shall respond within fifteen (15) calendar days.
  - (3) The District shall encourage the complainant to meet with the unit member in an effort to resolve the complaint.
  - (4) If the meeting with the Superintendent or his/her designee does not resolve the issue, the public member may appeal the complaint to the School Board within thirty (30) calendar days.
  - (5) Any hearing of a public complaint by the Board of Education shall occur within thirty (30) calendar days of the filing of the complaint with the Board of Education.
  - (6) In investigating the alleged incident, students shall only be used to give testimony under the most carefully considered circumstances, and any interviews with students shall occur only after notice to the Association. Questions used in such interviews shall be developed after consultation with the Association.

## **Section 2 - Implementation of Procedures**

Complaints received from members of the public shall not be placed in the employee personnel file without the District following the above procedures as applied.

## **Section 3 - Unsubstantiated Public Complaints**

Unsubstantiated public complaints will not be a part of the employee's personnel file. Documents relating to an unsubstantiated public complaint shall be sealed and filed under the complainant's name. Access to such file shall require the signatures of both the Assistant Superintendent, Human Resources Division and the Association President or their designees. The materials may also be made available as required by law.

## **Section 4 - Visitations**

The District shall provide a uniform system for identifying legitimate visitors to each campus. Parents or guardians are encouraged to participate in classroom activities, but in no case are they granted uninterrupted or automatic access to the classroom. Persons deemed disruptive

by the classroom teacher shall be prohibited from entering classrooms pending consultation with the principal and/or legal authorities as per Education Code Section 32211.

## **ARTICLE XX - REPORTING OF CHILD ABUSE**

**Section 1** - The District shall make available at each school site copies of the laws regarding the unit member's responsibilities of reporting child abuse and materials on how to recognize child abuse.

**Section 2** - When a unit member notifies his/her immediate supervisor of an actual or potential case of child abuse, the supervisor shall provide immediate and positive assistance to that unit member in his/her fulfillment of legal responsibilities. Such assistance shall include, but not be limited to, providing copies of the official report forms, agency addresses or telephone numbers, a quiet and private place to complete the forms, and friendly and courteous assistance in completion of the forms.

**Section 3** - The District shall respect and maintain the confidentiality of all information on child abuse which a unit member reports to the appropriate authorities to the extent provided by law.

## **ARTICLE XXI - TRANSFERS**

### **Section 1 - Voluntary Transfers**

Employees may request to be transferred to positions for which they are qualified and credentialed. An employee may request a voluntary transfer at any time.

- (a) A request for voluntary transfer shall be made in writing to the Human Resources Division on a District provided form. The request for transfer shall not require a stated reason. The request for transfer can be:
  - (1) to a specific job site, grade level and/or subject area, or
  - (2) to "any" job site, grade level and/or subject area, or
  - (3) to any combination of these.
- (b) The District shall post all known openings for positions within the Bargaining Unit, but may fill such positions as circumstances dictate, such as school closure. Each posting shall include required and/or preferred qualifications for that position. Vacancies will be posted on the second Monday of February, May, June, and August for all schools.
- (c) For each available vacant position, the District will provide the opportunity for unit members to participate in the transfer process. To be considered for a transfer, an appropriate transfer request must be on file.
  - (1) A "vacant position" is a position which the District has determined to fill with a permanent or probationary unit member, and includes a position which is held in the current school year by a temporary unit member.

- (2) Permanent employees shall have first priority consideration in the selection process for filling vacancies.
  - (3) If a unit member begins employment in the current school year in temporary status and is changed to probationary status during or at the end of that year, the position held by such unit member is a "vacant position" for the following school year, and the unit member shall be assigned a position as a new hire.
- (d) Selection for a vacant position shall include the following criteria:
- (1) Appropriate credential
  - (2) Satisfactory evaluation
  - (3) Specific site/program needs and/or related experience in desired position as specified on the job posting.
  - (4) District seniority.

In addition, there shall be agreement of the receiving principal, and approval of the Human Resources Division.

- (e) If the Human Resources Division, the unit member, and the receiving principal approve, a unit member may be voluntarily transferred at any time.
- (f) No employee shall be overtly or indirectly pressured by the District to seek a voluntary transfer.
- (g) If a voluntary transfer request from site to site is denied, the employee shall, upon written request, be provided the specific reason for the denial in writing within ten (10) workdays. Denial of a transfer request shall not be arbitrary or capricious in nature.
- (h) Transfer requests shall remain on file for one year.

## **Section 2 - Involuntary Transfers**

- (a) An involuntary transfer is any transfer not sought or not requested by the employee transferred. Transfers shall not be made in an arbitrary or capricious manner nor for punitive or disciplinary reasons.
- (b) Where there is a qualified volunteer with a transfer application on file, the District shall give first consideration to select such volunteer provided such selection is not inconsistent with the criteria in Section 1(d) listed above.
- (c) Prior to an involuntary transfer from one site to another, an employee shall be given the opportunity to meet with a Human Resources Division designee to discuss the impending transfer. The employee may suggest alternatives to the transfer.
- (d) Prior to an involuntary transfer from one site to another, an employee, upon request, will be given written reasons for the impending transfer.

- (e) The District may make involuntary transfers at any time for the following reasons only:
  - (1) To establish or maintain necessary capabilities at any school for Board, state or federally mandated bilingual instruction;
  - (2) To accommodate a change in school enrollment necessitating either the addition or deletion of staff; and
  - (3) Whenever such transfer will benefit the educational program (including lawful affirmative action considerations).
- (f) If there are two employees or more at a school who are to be considered for transfer based upon the factors listed above, and all other factors are equal, then the least senior employee (on a District seniority basis) shall be selected. However, the application of such seniority factor shall not operate so as to cause involuntary transfer of a unit member more than once in any two year period.
- (g) If a position opens at a site from which an involuntary transfer has occurred, the involuntarily transferred employee may have the first option of returning to the site.
- (h) The District shall not involuntarily transfer three (3) or more unit members from one site to another unless it first gives three (3) days written notice to the Association of such transfers.

### **Section 3 - Transfer of Program**

If a program (i.e. GATE, Special Education) is transferred from one site to another, a unit member currently assigned to the program involved in a transfer will remain with the program if he/she so chooses and has satisfactory evaluations.

### **Section 4 - Definition**

A "Transfer" shall mean a change of school, grade level, or department.

### **Section 5 - Exclusions**

This Article does not apply to interns or temporary employees.

## **ARTICLE XXII - LEAVES OF ABSENCE**

### **Section 1 - Paid Leaves of Absence**

- (a) The only leaves of absence for which compensation may be paid are set forth below.
- (b) All employees shall be entitled to sick leave benefits and such sick leave benefits shall be cumulative and transferable within the state of California pursuant to Section 44979 of the California Education Code. Such sick leave benefits may be used for personal illness and personal necessity as established in this Agreement.

(c) Sick leave.

- (1) On the first day of every school year, every employee shall receive a sick leave allotment credit equal to the employee's sick leave entitlement for the school year. Any employee may use such credited sick leave at any time during the school year. When an employee has used all or a portion of the sick leave allowable and subsequently fails to serve the District for the full school year, an appropriate dollar amount shall be deducted from the employee's final salary warrant. The appropriate amount shall equal the employee's daily rate of pay times the number of sick leave days used but unearned.
  - (2) One day of sick leave will be earned for each 18.4 days of being on paid status during the regular school year but no less than ten (10) days for working the entire school year as set forth in Appendix C.
  - (3) Sick leave may be earned for other than a full day of being on paid status during the regular school year as determined by the following formula: total hours worked divided by the number of hours in the established full day equals total days divided by 18.4 days equal sick leave earned. Thus, it will take 18.4 times the number of hours in a full day to earn one day of sick leave.
  - (4) Sick leave shall be cumulative. Sick leave accrual and use shall be calculated on the basis of one (1) hour increments and not in any other portion.
  - (5) An employee may use sick leave when quarantined by the County or City Health Department because of another's illness.
  - (6) The District shall provide each employee with a written statement of the employee's total accrued sick leave, including the sick leave entitlement for the school year. Such statement shall be provided no later than November 15 of each school year.
  - (7) An employee absent in order to keep an appointment with a physician or dentist will have the time absent charged to sick leave.
- (d) An illness absence shall be an absence of the employee due to illness or disabling condition which prevents the employee from performing such employee's professional functions including but not limited to the following: physical or mental illness, medical, dental or psychiatric appointments and any disabling condition which prevents the employee from performing professional functions.
- (e) A physician's certificate or other proof of illness or disabling condition may be required by the District for any illness or disabling condition in which the absence is three (3) days or more or when the employee has been informed that verification for future absences will be required. The District agrees that it will not exercise its discretion to require verification for absences in an arbitrary or unreasonable manner.
- (f) After an employee has exhausted available sick leave and continues to be absent on account of illness or accident, such employee shall be paid no less than the difference between regular salary and the daily rate of pay of a substitute, if one has not been

employed, or the difference between the absent employee's regular salary and the rate paid to the substitute employee if one is employed to fill said absent employee's position, for a period not to exceed five (5) school months within a school year. Only one five-school-month period of extended illness leave may be taken for the same illness or injury. At the expiration of the paid extended illness leave, the employee may request a non-paid extended illness leave pursuant to Section 2(h).

(g) **Maternity leave.**

- (1) The District shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, or recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
- (2) Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- (3) Except as provided herein, written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

(h) **Personal necessity leave.** Employees may use, at their election, accumulated sick leave (not to exceed seven (7) days per year) for cases of personal necessity for the following reasons using the procedures below.

- (1) **Personal necessity not requiring advance permission to be absent from duty:**
  - a. Serious illness or death of the unit member's immediate family or death of a member of the unit member's family (not to exceed three (3) days) beyond that provided under subsection (i) below.
  - b. Accident involving his/her person or property or the person and property of a member of his/her immediate family.
- (2) **Personal necessity requiring advance permission before being absent from duty:**
  - a. Appearance in any court or before any administrative tribunal as a witness under subpoena or other agency order made with jurisdiction.
  - b. Personal business not to exceed three (3) days per year. In order to take personal business leave, a written request must be made at least three (3) school days prior to the date of such leave. Such leave may not be taken the first five (5) and the last five (5) days of any school year or the day before or after a holiday or vacation without prior written approval of the Superintendent except in the situations set forth in the preceding sentence.

The District shall not require employees to state reasons for personal business leave. The number of employees on personal business leave may not exceed ten percent (10%) of the employees at any work site who are covered by this Agreement. Requests for personal business leave will not be denied for arbitrary or capricious reasons, nor will such denial be punitive in nature.

- c. Parental non-medical absences of two (2) days per year shall be granted following the birth of a child or the adoption of a child. In addition to this leave, a unit member may elect to take up to three (3) personal necessity leave days for this purpose as provided in Section 1(h)(1) above within thirty (30) calendar days of birth or adoption.
  - d. Religious holidays normally standardized by the religious denominations may be observed by personnel upon request as long as the total number of personal necessity days is not exceeded.
- (i) Employees shall be entitled to a leave of absence not to exceed five (5) days on account of the death of any member of the employee's immediate family. Immediate family shall be defined as mother, father, grandmother, grandfather, grandchild of the employee or of the spouse of the employee, and the spouse, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, and sister-in-law of the employee or any relative living in the immediate household of the employee.
  - (j) Employees under this Agreement who are absent from duty because of industrial illness or injury qualifying for Workers' Compensation are granted Industrial Accident and Illness Leave. Such leave shall apply from the first day of any such absence from duty to and including the last day of such absence from duty but not exceeding sixty (60) workdays in any fiscal year for the same industrial accident or illness.
    - (1) The amount of the salary paid to personnel on Industrial Accident or Industrial Illness Leave shall be the same as the individual normally received prior to the accident. Any benefits received from the Workers' Compensation fund shall be deducted from the amount paid to the employee by the District.
    - (2) Upon termination of sixty (60) days of absence because of industrial accident or illness, whether they are receiving Workers' Compensation benefits or not, personnel may use that portion of the accumulated sick leave as to maintain their income not to exceed their regular salary.
    - (3) During the period of Industrial Accident or Illness Leave, the District shall issue personnel appropriate salary warrants and shall deduct retirement and other authorized contributions from such warrants.
    - (4) Reporting industrial accidents and/or industrial illnesses shall be the responsibility of the employees so afflicted. Such report shall be made within twenty-four (24) hours of the time of said accident or illness and/or such time as twenty-four (24) hours relates to the next workday unless the employee is not medically capable. In such cases, the report shall be made as soon as such employee is medically capable.

- (k) When employees are called to temporary military service, they shall be released without loss of salary for the term of temporary duty not to exceed thirty (30) calendar days.
- (l) An employee shall be entitled to paid leave for jury duty when legally summoned to such duty. Any pay received for jury duty services other than per diem and travel pay shall be reimbursed to the District. An employee called to jury duty but released for a part of a day shall report immediately to his/her job site supervisor and serve for the remainder of the workday.
- (m) An employee who is duly subpoenaed to appear in court before an administrative agency in a matter related to the employee's District employment shall be afforded up to two (2) days personal necessity leave, even if the employee has exhausted his/her entitlement to personal necessity leave. The District may afford an employee leave time not charged to personal necessity leave or sick leave under appropriate circumstances.
- (n) All employee leaves under this section shall be considered leaves with pay, and a continuation of all job benefits shall be paid by the District.

## **Section 2 - Non-Paid Leaves of Absence**

- (a) All leaves described under this section shall be without pay during the term of leave and shall be approved by the Board of Education. The regular pay received by the employee on leave and all benefits from employment shall be discontinued.
- (b) Whenever practically feasible, an employee returning from a non-paid leave of absence approved by the Board of Education will be returned to the job site to which the employee was assigned before his approved leave. If it is not practically feasible to return the employee to this exact job site, the District will attempt to return the employee to a position as nearly like the one the employee left as possible.
- (c) Personal leave of absence may be requested by the employee. Leaves of absence for personal reasons, five (5) days or less, may be approved by the Superintendent. All requests for personal leave greater than five (5) days shall be submitted to the Board of Education for its consideration. Such leaves may be approved by the Superintendent or the Board, as the case may be, when it is determined that the employee can be released for the period in question without seriously impairing the program for which the employee is responsible.
- (d) The Board may approve a leave of absence not to exceed one (1) year nor to be less than one (1) academic semester for the purpose of attendance and enrollment of the certificated employee in a course of study at an accredited institution in an area relating to his/her professional assignment.
- (e) With respect to employees in military service, the provisions of federal law shall apply.
- (f) A leave for travel and study may be approved by the Board of Education upon request by the employee. The request for such leave should be accompanied by a planned itinerary and an outline of subjects to be studied during the period of leave. Such

leaves may be approved for no less than the duration of one (1) school semester or one (1) academic year.

- (g) A leave for the purpose of child care may be approved by the Board of Education upon request of an employee. Child care leaves may only be approved to terminate at the end of a semester. In no case shall child care leave be approved for a period longer than two (2) consecutive semesters. The child care leave is designed for the postnatal care of an infant and may only be approved for that purpose.
- (h) An extended illness leave may be approved by the Board upon the request of an employee whose condition of health is described by a licensed physician as such that the employee is prevented from performing his/her professional functions. Such a determination shall be provided to the District in a written statement from a licensed physician. Any such leave should be designed to terminate at the end of the semester. Return from such leave may only be effected at the beginning of a semester with no less than ten (10) days written notice to the Superintendent.
- (i) The Board may approve a leave of absence not to exceed one (1) year nor to be less than one (1) academic semester for personal reasons.
- (j) In the event that a unit member serves as an elected public official, he/she may arrange with the District a partial leave of absence in half or full day increments to attend to governmental business not to exceed ten (10) instructional days.

### **Section 3 - Teacher Exchange Programs**

Employees shall be allowed to participate in teacher exchange programs which provide for exchanging positions with teachers of like status from school districts in other parts of the country or world, upon approval of the proposed exchange by the Board.

### **Section 4 - Family Care Leave**

- (a) For the purposes of this section only, the following definitions shall apply:
  - (1) "child" means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing "in loco parentis" who is either under 18 years of age or an adult dependent child,
  - (2) "parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child,
  - (3) "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider,
  - (4) "health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which

the doctor practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services.

- (b) An unpaid Family Care Leave (FCL) shall be granted, subject to the restrictions set forth below, to a unit member who has been employed by the District for at least one year and has provided at least 1,250 hours of service in the 12-month period prior to the FCL request. FCL may be granted for reason of:
- (1) the birth of a child of the unit member,
  - (2) the adoption of a child by a unit member,
  - (3) foster care placement of a child with the unit member,
  - (4) the care of a child, parent, or spouse who has a serious health condition,
  - (5) because of the unit member's own serious health condition.

FCL granted for the birth, adoption, or foster care placement of a child must occur within one year of that birth, adoption, or foster care placement. Any FCL a unit member takes will be counted towards the unit member's annual leave entitlements under the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. FCL runs concurrently with any other leave in this Agreement for which the unit member qualifies.

- (c) To the extent required by applicable federal and state laws only, the FCL may be taken intermittently or on a reduced work schedule. The District reserves the right to place any lawful restrictions upon a unit member's intermittent or reduced-schedule usage of FCL. The FCL shall not exceed a total of 12 work weeks within a 12-month period, as calculated from the first date on which the unit member utilizes FCL. A husband and wife employed by the District may each take 12 weeks of leave for birth of a child, adoption, foster care placement, or care of parent(s) with a serious health condition.
- (d) If the need for FCL is foreseeable, the unit member shall provide written notice and request for FCL at least 30 days prior to the commencement of any FCL. If the need for FCL is not known 30 days prior to the date the FCL must begin, the unit member shall provide a written notice and request for FCL within one or two business days of learning of the need for the leave. If the need for FCL is due to planned medical treatment, the unit member shall make a reasonable effort to schedule the treatment so as to minimize disruption to the District, subject to the approval of the appropriate health care provider.
- (e) In conjunction with any notice and request for FCL due to a serious health condition of the unit member or to care for a child, a spouse or a parent who has a serious health condition, the unit member must submit to his/her immediate administrator a certification from the relevant health care provider that includes:
- (1) the date the serious health condition commenced,
  - (2) the probable duration of the condition,

- (3) an estimate of the amount of time the health care provider believes the unit member needs to care for the individual, if the FCL is due to the serious health condition of a child, a spouse, or a parent,
- (4) a statement that the serious health condition either warrants the participation of the family member to provide care or renders the unit member unable to perform his/her job functions.

If FCL is required beyond the initial estimated date provided by the health care provider, the unit member shall submit a new written notice and request for FCL before any additional FCL will be granted. In addition, the unit member must submit a new certification from the relevant health care provider. If the District has any reason to doubt the validity of any health care provider certification, the District may require, at its own expense, that the unit member obtain the opinion of a second health care provider designated by the District. In the event the second health care provider's opinion differs from the original certification, the District may require, at its own expense, that the unit member obtain the opinion of a third health care provider approved jointly by the District and the unit member. The opinion of the third health care provider shall be final and binding on the District and the unit member.

- (f) As a condition of reinstatement for a unit member who has taken FCL because of his/her serious health condition, the unit member must provide the District with a certification from the unit member's health care provider, certifying that the unit member is able to resume work.
- (g) A unit member returning from FCL shall be reinstated to the same position the unit member held when the FCL began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The District, however, shall not be required to reinstate a unit member returning from FCL if, during the unit member's FCL, the same or comparable position ceases to exist because of legitimate business reasons and, had the unit member not taken FCL, the unit member would not otherwise have been employed at the time reinstatement is requested.
- (h) All FCL is unpaid. The exceptions are that:
  - (1) a unit member may elect, or the District may require the unit member to utilize accrued vacation hours for FCL in lieu of unpaid status,
  - (2) if the unit member is taking FCL due to his/her own illness, the unit member may elect, or the District may require the unit member to utilize accrued sick leave hours for FCL in lieu of unpaid status.

The period of the FCL shall not be considered a break in service. Upon return to service from FCL, the unit member shall have no less seniority than the unit member had when the FCL commenced. However, the period of FCL shall not be used to calculate increased seniority rights.

- (i) During any period that a unit member takes FCL, the District shall maintain coverage under any "group health plan" (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) at the level and under the conditions coverage would have been

provided if the unit member had worked continuously for the duration of such FCL. The District may recover the premiums that it paid for maintaining coverage for the unit member and any of the unit member's dependents during any period of unpaid FCL if:

- (1) the unit member fails to return from FCL after the period of FCL to which the unit member is entitled has expired,
- (2) the unit member's failure to return to work is for a reason other than the continuation, recurrence, or onset of a serious health condition that would entitle the unit member to FCL or because of circumstances beyond the control of the unit member.

The District may require any claim that a unit member is unable to return to work because of the continuation, recurrence, or onset of a serious health condition to be supported by a medical certification which states that either the unit member is unable to perform the functions of his/her position on the date that the FCL expired or that the unit member is needed to care for the child, spouse, or parent who has a serious health condition on the date that the FCL of the unit member expired.

### **ARTICLE XXIII - PROFESSIONAL GROWTH**

**Section 1** - This Article applies only to those unit members who, as of September 1, 1985, do not hold a clear multiple or single subject teaching credential. This Article does not apply to unit members who possess only emergency or preliminary credentials.

**Section 2** - Those unit members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of one hundred fifty (150) clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985.

#### **Section 3**

- (a) The District shall designate only evaluation certified certificated administrators to serve as Professional Growth Advisors (herein "Advisors"). A list of these Advisors, including work location and a brief biography on the experience of the Advisor, will be published by the District annually prior to the beginning of the school calendar year.
- (b) In addition, the District shall develop a procedure for certifying Advisors who are employed outside the District in such capacities as college program advisors. Such outside advisors shall be authorized solely for individuals upon application.
- (c) The responsibility of an Advisor shall be to determine if activities identified on the Professional Growth Plan of a credential holder, who is subject to the provisions of this Article, comply with pertinent Education Code, Administrative Code-Title V Sections, and the California Professional Growth Manual (hereinafter referred to as "manual"). However, neither the Advisor nor the District shall incur any liability to the credential holder for noncompliance. The credential holder retains full responsibility for obtaining and maintaining an appropriate credential.

- (d) A new Advisor selected by the unit member from the District list shall have no authority to require modification of a previously approved plan. A credential holder's evaluating administrator may not act as that candidate's Advisor.

**Section 4** - The District and the Association shall provide a joint inservice for credential holders no later than October 1 of each school year. This meeting shall be mandatory for all credential holders who are new to the District or have acquired a new credential subject to the Professional Growth Requirements.

**Section 5** - Association activities which comply with the Education Code shall be allowed as professional growth activities. Upon the request of the credential holder and Advisor, the President of the Association shall provide verification of participation or completion.

**Section 6** - Acceptable professional growth activities shall include, but not be limited to, the following:

- (a) Enrollment in courses from a regionally accredited college and university.
- (b) Participation in professional conferences, workshops, or lectures by persons of expertise in education.
- (c) Participation at Teacher Education/Computer Center, Teacher Center, staff development, or similar educationally focused institutions.
- (d) Service as Mentor Teacher or working under the direction of a Mentor Teacher.
- (e) Participation in curriculum development projects.
- (f) Participation in systematic programs of observation and analysis of teaching.
- (g) Participation in alternative work experience programs, paid or voluntary, in which the unit member fulfills new professional responsibilities for a specific period of time.
- (h) Attendance at cultural experiences such as museums, musical, dramatic or dance productions, or cross-cultural immersion in the language and culture of an ethnic or national group.
- (i) Service in a leadership role in a professional organization.
- (j) Participation in educational research or innovation efforts.
- (k) Participation in creative endeavors in areas such as TV, music, or art.
- (l) Publication of professional articles in a professional journal.
- (m) Travel related to teaching area and credential area.
- (n) Participation as an exchange teacher.

- (o) Participation in a speaker's bureau or on talk shows on education-related committees.
- (p) Membership on state or local education-related committees.
- (q) Service as a master teacher for student teachers.
- (r) Attendance at meetings called for the purpose of inservice training.
- (s) Leadership role in educational activities outside the school workday.
- (t) Previewing and evaluating instructional materials.

**Section 7** - A clock hour for purposes of credited professional growth activities shall be the actual time spent in the activity including preparation time spent if a presenter of the course. College, university, or equivalent courses shall be credited as at least fifteen (15) clock hours for each semester unit, ten (10) clock hours for each quarter unit, thirteen (13) clock hours for each trimester unit, or the actual number of class/lab hours required, whichever is greater.

**Section 8** - Nothing in the professional growth requirements or procedures thereof shall impact, be a part of, or modify the performance evaluation.

**Section 9** - By October 15 of each school year, the District shall notify in writing each credential holder of his/her deadline date for completion of his/her professional growth requirements. For employees hired after October 1, the District shall so notify within sixty (60) days of the first date of employment.

**Section 10 - Professional Growth Advisors.**

- (a) An Advisor shall complete and return to the credential holder certification of initial plan, initialing of any revisions or verification of completion within ten (10) workdays of submission to the Advisor.
- (b) A unit member may amend a Professional Growth Plan by adding, deleting, or changing any of the original or previously amended goals or proposed activities.
- (c) The Advisor shall initial an amendment to a Professional Growth Plan which complies with state laws and regulations.
- (d) If an Advisor finds that he/she cannot certify an initial plan, initial a modification, or verify completion, the Advisor shall notify the credential holder of the reason(s) in writing within ten (10) workdays of submission.
- (e) No Advisor or other person shall compel a unit member to include any particular activities in his/her Professional Growth Plan.

**Section 11** - The District shall provide a copy of the manual to each unit member to whom this Article applies by October 15 of each year or within thirty (30) calendar days of start of employment for those unit members who begin their employment after the opening of school. Verification of receipt of the manual shall be maintained in the Human Resources Division.

The credential holder shall maintain the records required by the manual and shall provide a copy of said records to the Human Resources Division prior to October 1 of each year.

**Section 12** - If a credential holder believes that his/her Advisor has taken an adverse action that he/she considers to be unfair, arbitrary, or contrary to the terms of the Education Code, the credential holder may select another Advisor or appeal the adverse action to the Executive Secretary of the Commission on Teacher Credentialing.

## **ARTICLE XXIV – CALIFORNIA PEER ASSISTANCE AND REVIEW PROGRAM**

Pursuant to Assembly Bill 1X (California Peer Assistance and Review Program – PAR), the District and the Association agree to implement this law as a critical feedback mechanism that allows exemplary teachers to assist their peers in need of development in subject matter knowledge and/or teaching strategies.

The District and the Association agree that all students deserve an opportunity to succeed. This can best be achieved when fully prepared teachers are in every classroom. Both parties also agree that teachers are valued professionals who enhance the continual improvement of student academic achievement.

### **Section 1 – Definitions**

#### **(a) Participating Teacher - (PT)**

- (1) A Referred Permanent Teacher (RPT) is an experienced teacher with permanent status who receives assistance to improve instructional skills, classroom management, knowledge of subject, and/or related aspects of their teaching performance as a result of an unsatisfactory final evaluation.
- (2) Permanent teachers requesting professional assistance.
- (3) Teachers new to the District who have a clear credential will receive staff development.
- (4) Teachers acquiring a credential.

#### **(b) Professional Support Providers - (PSP)**

- (1) Consulting Teachers (CT) provide assistance to Referred Permanent Teachers (RPT), support teachers requesting assistance, provide support services for BTSA teachers when caseload permits (not to exceed two), and conduct other staff development. Priority for assistance shall be given to the referred participating teachers.
- (2) Beginning Teacher Support and Assessment - Support Providers (BTSA-SP) assist teachers to gain a professional clear credential.

(c) **Joint Panel - (JP)**

- (1) Composed of teachers and administrators responsible for the governance structure of the PAR program.

**Section 2 - Joint Panel Composition**

- (a) Joint Panel (JP) shall consist of seven (7) members. Four (4) panel members will be certificated teachers selected by the Association. The District shall select three (3) JP administrator members.
- (b) Five (5) members (three teachers and two administrators) of the JP must be present when conducting any business.

**Section 3 - Joint Panel Responsibilities**

- (a) Establish the Panel's rules and procedures for review and approval by the District and the Association.
- (b) Schedule JP meetings.
- (c) Select a chairperson.
- (d) Participate in training necessary to implement and maintain the program.
- (e) Establish PSP selection process.
- (f) Select, assign and approve the schedules of PSPs.
- (g) Ensure the participation of PSPs in required training.
- (h) Review periodic reports from CTs.
- (i) Review final reports prepared by PSPs and make recommendations to the Board of Education regarding RPT's progress.
- (j) Annually evaluate the effectiveness of the PAR Program.
- (k) Provide the results of the RPT's participation in the PAR program for placement in their personnel file.

**Section 4 - Qualifications of Professional Support Providers (PSP)**

- (a) Must be a credentialed classroom teacher with permanent status.
- (b) Must have a minimum of five (5) years of recent experience in classroom instruction.
- (c) Demonstrate exemplary teaching ability.
- (d) Possess knowledge of District academic content standards and curriculum.

- (e) Possess knowledge of the California Standards for the Teaching Profession (CSTP).
- (f) Model a range of teaching strategies/modalities necessary to meet the diverse needs of students.
- (g) Possess ability to work cooperatively and effectively with other teachers and administrators.
- (h) Demonstrate effective leadership skills.

### **Section 5 - Consulting Teacher - Job Description**

- (a) The Consulting Teacher shall:
  - (1) Complete California Formative Assessment and Support System for Teachers (CFASST) Training and other required training.
  - (2) Meet with the Site Administrator and the RPT to discuss the PAR Program and to establish mutually agreed upon performance goals consistent with District adopted content standards and California Standards for the Teaching Profession (CSTP).
  - (3) Develop, with the RPT, the assistance plan and a process for determining successful completion of the PAR Program.
  - (4) Conduct multiple observations and hold pre and post conferences with the RPT.
  - (5) Provide and discuss with the RPT, periodic written reports on their progress toward meeting performance goals.
  - (6) Report periodically to the JP on the progress of the RPT.
  - (7) Continue to provide support not to exceed one (1) year to the RPT until the assistance plan of the RPT is successful, or further support will not be productive. The JP may authorize additional support when the CT indicates that the RPT is benefiting from the assistance.
  - (8) Prepare a final written report of progress toward meeting performance goals and review it with the RPT to obtain a signature. The signature of the RPT will signify receipt of the report but not necessarily agreement.
  - (9) Submit a final report on the RPT to the JP. CTs shall inform the RPT of their right to submit a written response within ten (10) workdays and have it attached to the final report. The CT shall also inform the RPT of the right to request a meeting with the JP, and to be represented at this meeting by an Association Representative.
  - (10) Provide model lessons, arrange release time and refer the RPT to professional development activities.

- (11) Perform functions pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions.
- (12) Be subject to Article XXI, Transfers, upon return to a regular assignment.
- (13) Provide support services for permanent teachers who volunteer for professional assistance.
- (14) Support fully credentialed teachers new to the District.
- (15) Provide support services for BTSA teachers when caseload permits (not to exceed two).
- (16) Meet periodically with other CTs to plan teacher professional development activities.

### **Section 6 - Beginning Teacher Support And Assessment – Support Providers (BTSA-SP) - Job Description**

- (a) The BTSA Support Providers shall:
  - (1) complete CFASST training.
  - (2) utilize CFASST process/documents incorporating California Standards for the Teaching Profession.
  - (3) submit required CFASST documents.
  - (4) provide support services for preliminary credentialed teachers and other teachers as assigned.

### **Section 7 – Terms**

- (a) Professional Support Providers – (PSP)
  - (1) For the 2000-01 school year, two (2) full release CTs will be designated (one elementary, one secondary).
  - (2) A CT may be provided full or partial release time; assignments are for a full academic year.
  - (3) Release time will be up to 210 days and hours of service will be flexibly scheduled while adhering to Article X, Hours and Assignments.
  - (4) The term of a CT shall be two (2) years with an option to be appointed by the JP for one (1) additional year.
  - (5) A teacher may not be appointed to an administrative position in the District while serving as a CT or for one (1) full year after serving as a CT.

- (6) The term of a BTSA Support Provider shall be two (2) years with an option to be appointed by the JP for one (1) additional year. A teacher may not apply for an additional term within a two (2) year period.

(b) **Joint Panel – (JP)**

- (1) In order to provide for governance continuity, during the 2000-01 school year, the Association and District Joint Panel members shall be appointed for two (2) and three (3) year terms.
- (2) As panel members' terms expire, appointments will be made for three (3) year terms. When a vacancy occurs, an Association or District appointee will complete the remaining term.

**Section 8 – Compensation**

- (a) PSPs without regular release time, will receive compensation based on available PAR funding but no less than the February 2000 compensation for support providers.
- (b) Full or partial release CTs will not receive additional compensation for service in the PAR program.
- (c) JP members will generally be provided release time to meet within the regular workday; however, when teachers who are members of the JP find it necessary to work beyond their regular workday, they shall be compensated from PAR funds at the established extra pay for extra duty hourly rate.

**Section 9 – Liability**

The District agrees to indemnify and hold harmless and provide defense to any Association selected member of the JP or PSP against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the unit member's participation in PAR. The Association retains the right to participate in the litigation. The District will pay legal costs and fees in such actions.

**Section 10 – Confidentiality**

All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, JP members and PSPs may disclose such information only as necessary to administer this article.

**Section 11 – Due Process**

Participating teachers and support providers covered under this article are entitled to all rights as stipulated in the Collective Bargaining Agreement.

## **Section 12 - Contractual Amendments**

Article XXIV, California Peer Assistance and Review (PAR), will be reviewed by the District and Association annually or more frequently as mutually determined.

## **Section 13 - Continuation of the Peer Assistance and Review Program**

- (a) District participation shall be contingent upon receipt by the District of sufficient sums to which it is entitled to pay fully the cost of the program.
- (b) There will be no encroachment of the General Fund of the District to fund the PAR program.

## **ARTICLE XXV - SUMMER SCHOOL**

### **Section 1 - Posting**

On or about April 1, the District shall post job announcements for summer school positions on employee bulletin boards at each site.

### **Section 2 - Student Enrollment**

Job openings as described in Section 1 above shall, in all cases, be contingent upon actual enrollment. Employment of employees for summer school positions shall be considered as tentative until such time as sufficient enrollment for the offering of classes is established.

### **Section 3 - Class Size Limits**

Class size limits shall comply with the limits in Article XIII, Section 2 of this Agreement.

### **Section 4 - Selection**

- (a) Employees qualified to apply for summer school positions shall be those who have completed the written application form, who have the appropriate credential/authorization to provide service in the subject/grade level for which they have applied, and who have no "unsatisfactory" or "needs to improve" evaluation ratings within the last two (2) years.
- (b) The District shall paper screen qualified employees by using pre-established criteria (such as credential, experience in the content area or grade level, experience within the District).
- (c) The District shall afford the opportunity to the Association to appoint one (1) member to the selection committee.
- (d) The District shall use its regular competitive selection process to make final selections for summer school positions.
- (e) Summer school positions will be filled by current District employees. However, if no qualified employee (who meets the paper screen criteria) applies for a particular

position by the deadline, the District may hire a non-employee for the position using its regular recruitment and selection processes.

### **Section 5 - Pay**

Summer school pay shall be as provided in Appendix B of this Agreement. The District shall pay unit members who substitute in the Summer School Program in accordance with the Summer School teacher salary schedule in Appendix B. This does not apply to day-to-day substitutes.

### **Section 6 - Scheduling**

Whether or not summer school shall be held shall be the sole decision of the Board. Summer school for grades K-8 shall not exceed five (5) weeks and summer school for high school shall not exceed six (6) weeks. Such days shall not exceed four and one-half (4-1/2) hours per day. The summer school calendar shall be included in Appendix C.

### **Section 7 - Notification**

Notification of tentative and final assignments to summer school shall be in writing and shall include, where practicable, the location, subject matter, and/or grade level of the assignment. All applicants, successful and unsuccessful, shall be so notified. If a summer school job is denied, the employee, upon written request, will be provided in writing the reasons for the denial.

## **ARTICLE XXVI - CHILDREN'S CENTER PERMIT (CCP) TEACHERS**

- (a) This Article shall apply to all unit members employed in a position requiring a Children's Center Permit, whether or not such unit member(s) has a California teaching credential. No article, appendix, or side letter of this Agreement shall apply to the unit members covered by this Article unless expressly made applicable by this Article.
- (b) The following articles shall apply to CCP teachers: Articles I, II, III, IV, V, VI, VIII, XII, XV, XVI, XVII, XVIII, XIX, XX, XXII, XXIX, XXX, XXXI, and XXXII.

Any cross-references in the aforementioned articles to terms provided in nonapplicable articles shall not make the nonapplicable articles apply.

- (c) The salary schedule for CCP teachers is attached as Appendix A. The salary schedule for CCP teachers shall be reopened if categorical funds allocated for Head Start/Preschool Programs are increased, reduced, or discontinued.

New CCP teachers shall be placed on the salary schedule based on prior experience requiring a Children's Center Permit. CCP teachers shall advance on the salary schedule annually, so long as they work no less than five (5) hours per day for seventy-five percent (75%) of the days required in the CCP calendar.

- (d) Calendars for CCP teachers shall be developed in accordance with federal guidelines.

- (e) Unless otherwise agreed to by the District and the unit member, the length of the regular workday for CCP teachers shall be five (5) hours. For the current school year, CCP teachers shall have the same number of minutes for preparation/conference that they had as of March 26, 1992.
- (f) CCP teachers with a full eight (8) hour assignment shall be entitled to a lunch period equal to that of the other teachers at the site.

## **ARTICLE XXVII - LAYOFFS**

In the event the District lays off members of the bargaining unit, such layoffs shall be in accordance with the applicable provisions of the Education Code.

## **ARTICLE XXVIII - RETIREMENT**

### **Section 1 - Reduced Teaching Service Program, Implementation, and Regulations**

In accordance with Education Code, the District herewith establishes a Reduced Teaching Service Plan, and the same shall be implemented by regulations set forth below:

- (a) The employee must have reached the age of fifty-five (55) prior to reduction in workload.
- (b) The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment in the District.
- (c) The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee.
- (d) The employee shall be paid a salary which is the pro rata share of the salary the employee would be earning had such employee not elected to exercise the option of part-time employment. In the case of a teaching employee, the pro rata computation shall be based on the amount of instructional time taught in comparison to what such employee would be teaching in a full-time position. In the event the employee is not at the last step of a particular column, the employee shall be entitled to step increases where the hours taught in one (1) or more years add up to three-fourths (3/4) of a full-time position. The employee shall also be paid an amount toward the benefits listed in Article VIII which shall be equal to the composite premium for dental insurance, plus a pro rata share of the additional amount contributed for health insurance. It is required that the employee participate in the dental program. In addition, the employee shall receive the same life insurance policy as regular employees receive.
- (e) The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during the employee's final year of service in a full-time position.
- (f) An employee participating in this program shall receive the credit under the State Teachers Retirement System (STRS) the employee would receive if employed on a full-time basis with a retirement allowance, based upon the salary that the employee would

have received if employed on a full-time basis, and both said employee and the District shall contribute to the Teachers Retirement Fund the amount that would have been contributed if the employee were employed on a full-time basis.

- (g) Sick leave entitlement shall be earned and used on a pro rata basis.
- (h) An employee in the Reduced Teaching Service Program may remain therein for a period of five (5) years, at which time the employee shall retire.
- (i) The District shall determine the number of employees, if any, who may enter the program in any year.
- (j) Any modification in the level of part-time service of an employee who has entered into this program or any return to full-time service shall be permitted only with the mutual consent of the District and the employee. It is the intent of this program to provide options for employees for part-time employment to phase in their retirement program. Thus, return to full-time service of any employee who has entered into this program is not contemplated by the District.
- (k) To be eligible to participate in this program, an employee must have attained a salary level equivalent to or greater than D-12 placement on the Teachers' Salary Schedule.

## **Section 2 - Procedures**

The District shall develop applications, other forms, and administrative procedures necessary to implement and operate this program. Assignment to schools shall also be determined by the District.

## **Section 3 - Retirement Plan Option**

The District may offer a Golden Handshake program. If the District determines to offer such a program, it will seek the Association's agreement. For the duration of this Agreement, either the District or the Association may propose a Golden Handshake program, to be negotiated in the successor negotiations.

## **Section 4 - Teacher Emeritus**

- (a) **Eligibility.** Participation in this early retirement program shall be on a voluntary basis. To be eligible for the program, an employee:
  - (1) Must be at least fifty-five (55) years of age as of June 30 in the last year of full-time employment.
  - (2) Must have been employed in a full-time position requiring certification in the District for at least ten (10) years, including the immediately preceding five (5) consecutive years. A year of service is defined as working seventy-five percent (75%) of the days required by the employee's contract of employment.
  - (3) Shall be in full-time service during the year of application into the Teacher Emeritus Program.

- (b) **Resignation.** A written letter of intent to retire and enter the Teacher Emeritus Program must be submitted to the Human Resources Division on or before March 1 of the last full year of service. The District shall respond prior to April 30. Should the employee not be accepted into the program, the employee shall have the right to withdraw the letter of intent to retire within three (3) weeks of the notice of non-acceptance. Prior to entry into the Teacher Emeritus Program, an employee must actually resign from the District and begin withdrawal of benefits from STRS.
- (c) **No Permanent or Temporary Status.** Upon entry into the Teacher Emeritus Program, the employee may not return to any permanent or temporary employment status with the District or participate in any other retirement program offered by the District except as provided in (d) (1) below. Employees shall not be eligible for any of the leave or transfer provisions of this Agreement.
- (d) **Limitations of Participation.**
- (1) The District shall have the right to renew or not on an annual basis. However, if an Emeritus is not allowed to stay in the program for three (3) years, he/she shall have a right to return to the bargaining unit pursuant to applicable law.
  - (2) The District may determine on a yearly basis the maximum number of retiring employees eligible to enter the program each year. Decisions on individual eligibility will be made by the District.
- (e) **Duties and Assignment.** The District shall assign the Emeritus the services to be performed, after consultation with the Emeritus. Such assignment shall be made prior to finalizing retirement and entry into the program. Any departure from this program of service shall only be made by mutual agreement. The employee shall submit a letter of resignation/retirement within five (5) workdays of notice of acceptance in the program.
- (f) **Compensation.**
- (1) Employees entering this program shall be obligated to perform the equivalent of thirty (30) days of regular service to the District and shall be paid five thousand dollars (\$5,000).
  - (2) Employees will receive the family medical and dental insurance benefits provided elsewhere in this Agreement for full-time employees.
  - (3) Neither the District nor employee will make payments into the California State Teachers' Retirement System.
  - (4) Employees will be paid one-fourth (1/4) of their annual stipend upon completion of one-fourth (1/4) of their required hours.
- (g) **Resignation from Program.** The employee may resign from the Teacher Emeritus Program by a thirty (30) day advance written notice to the Human Resources Division.

**ARTICLE XXIX - CONCERTED ACTIVITIES -  
NO STRIKE/NO LOCKOUT**

**Section 1 - Association Obligations**

During the term of this Agreement, neither the Association, its officers, agents, members, nor any employee will authorize, instigate, encourage, aid, participate in, or engage in a strike, work stoppage, slowdown, boycott, mass absenteeism, or any other interruption of or interference with the operations of the District (including a picket line which has such effect), regardless of whether there is a claim by the Association of breach of this Agreement or of federal or state law by the District. Any employee or employees who violate the provisions of this Article may be discharged or otherwise disciplined. In the event any discipline is imposed for a violation of this Article, only the fact of the violation and not the appropriateness of the discipline imposed is subject to the grievance procedure of this Agreement.

**Section 2 - Notice to Employees**

In the event of a strike, work stoppage, slowdown, boycott, mass absenteeism, or any other interruption or interference with the operations of the District (including a picket line which has such effect), the Association shall, as soon as possible, notify the employees that such action is unauthorized and promptly direct its members to return to work and to take every reasonable effort to terminate the unauthorized action.

**Section 3 - Other Action**

Respecting any picket line established for any reason at any facility of the District by the Association or any employee, in concert or alone, during the term of this Agreement, shall constitute a violation of this Article.

**Section 4 - District Obligations**

The District agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

**Section 5 - Special Provisions**

- (a) This provision shall be suspended if no agreement has been reached by November 1 of the year of reopeners.
- (b) In any event, neither party shall refer to the provisions of this Article XXIX in litigation over the legitimacy of concerted action during this period of its suspension.

**ARTICLE XXX - WAIVER OF FURTHER BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter which was or could have been the subject of negotiation, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and, therefore, each waives the right to further negotiations on any subject or matter covered under this Agreement during the term hereof.

However, the District and the Association agree to reopen negotiations on two (2) articles for each party in the 1998-99 school year, and three (3) articles for each party in the 1999-2000 school year. Further, the parties may mutually agree to engage in negotiations on any subject.

### **ARTICLE XXXI - STATUTORY CHANGES**

It is the intent of the parties that where there is any inconsistency between the terms of the Agreement and any state or federal statute or regulation, the terms of this Agreement shall control, unless the statute or regulation requires that its provisions supersede any agreement between the parties or where a provision in this Agreement specifically provides for the incorporation of the statute or regulation and any changes thereto.

### **ARTICLE XXXII - MISCELLANEOUS PROVISIONS**

#### **Section 1 - Additional Provisions**

No privileges, compensation, or benefits of any kind in excess of those specifically set forth in this Agreement or not specifically provided for in this Agreement are required to be granted to employees. However, the Board may, at its discretion, voluntarily extend such hereafter.

#### **Section 2 - Unit Work**

Management, supervisory, and non-bargaining unit personnel shall not be restricted from performing work normally performed by employees in the bargaining unit.

#### **Section 3 - Article and Section Titles**

Article and section titles in this Agreement are provided for convenience only and in no way are to be used to define, limit, or affect the construction and interpretation thereof.

#### **Section 4 - Copies of Agreement**

A copy of the Agreement will be provided by the District to each employee covered by the Agreement. The cost thereof shall be shared equally by the Association and the District.

#### **Section 5 - Reassignment**

Reassignments shall not be made to punish or discipline employees.

### **ARTICLE XXXIII - RESTRUCTURING PLANS**

The Association shall be involved in monitoring the ongoing development of a restructuring plan for any site. Prior to final approval of the site's restructuring plan, a side letter waiving specific provision(s) of the agreement shall be approved by the Association.

**APPENDIX A**  
**MORENO VALLEY UNIFIED SCHOOL DISTRICT**  
**CERTIFICATED SALARY SCHEDULE 2002-03**  
**Effective 07-01-2002**  
**(Hired after 07-01-98)**

	A	B	C	D	E*	F*
				MA or	MA + 15**	MA + 30**
STEP	BA	BA + 15	BA + 30	BA + 45	or BA + 60	or BA + 75
					Inc. MA	Inc. MA
1	\$37,732	\$38,999	\$40,306	\$14,661	\$43,058	\$44,503
2	\$38,999	\$40,306	\$41,661	\$43,058	\$44,503	\$45,995
3	\$40,306	\$41,661	\$43,058	\$44,503	\$45,995	\$47,540
4	\$41,661	\$43,058	\$44,503	\$45,995	\$47,540	\$49,135
5	\$43,058	\$44,503	\$45,995	\$47,540	\$49,135	\$50,784
6	\$43,058	\$45,995	\$47,540	\$49,135	\$50,784	\$52,487
7	\$43,058	\$47,540	\$49,135	\$50,784	\$52,487	\$54,241
8	\$43,058	\$47,540	\$50,784	\$52,487	\$54,251	\$56,069
9	\$43,058	\$47,540	\$52,487	\$54,251	\$56,069	\$57,951
10	\$43,058	\$47,540	\$54,251	\$56,069	\$57,951	\$59,895
11	\$43,058	\$47,540	\$56,069	\$57,951	\$59,895	\$61,906
12	\$43,058	\$47,540	\$56,069	\$59,895	\$61,906	\$63,984
13	\$43,058	\$47,540	\$56,069	\$59,895	\$63,984	\$66,131
14	\$43,058	\$47,540	\$56,069	\$59,895	\$63,984	\$68,347
19	\$43,058	\$47,540	\$57,951	\$61,906	\$66,131	\$70,644
23	\$43,058	\$47,540	\$59,895	\$63,984	\$68,347	\$73,016
26	\$43,058	\$47,540	\$61,906	\$66,131	\$70,644	\$75,466

\*Employee must possess Master's Degree to be advanced to Column E or F.

\*\*"MA +" requirement is defined as semester units earned chronologically after the Master's degree.

Board Approved: 6/25/02  
 Revised 7/1/02 (2% increase)



**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
APPENDIX B  
CERTIFICATED EXTRA PAY FOR EXTRA DUTY  
Effective Feb. 1, 2001\*  
except as otherwise provided herein**

High Schools:

\$20.83 per share rounded to the nearest \$10.

<b>ACTIVITY</b>	<b>Shares</b>	<b>Share Value</b>
Academic Decathlon	121	\$2,520
Activities Director		\$4,400
Activities Director, Assistant		\$3,510
Athletic Director		\$4,400
Athletic Director, Assistant		\$3,510
Badminton	119	\$2,480
Band	141	\$2,940
Baseball, Head	133	\$2,770
Baseball, Assistant		\$1,940
Basketball, Boys Head	146	\$3,040
Basketball, Boys Assistant		\$2,130
Basketball, Girls Head	146	\$3,040
Basketball, Girls Assistant		\$2,130
Class Advisor	128	\$2,670
Cross Country, Boys	121	\$2,520
Cross Country, Girls	121	\$2,520
Drama	131	\$2,730
Flags	126	\$2,630
Football, Head	176	\$3,670
Football, Assistant		\$2,570
Forensics	126	\$2,630
Golf	119	\$2,480
History Day	121	\$2,520
Journalism	126	\$2,630
Mock Trial	121	\$2,520
Odyssey of the Mind	121	\$2,520
Pep Squad, Head	151	\$3,150
Pep Squad, Assistant		\$2,210
ROTC Drill	142	\$2,960
Soccer, Boys Head	133	\$2,770
Soccer, Boys Assistant		\$1,940
Soccer, Girls Head	133	\$2,770
Soccer, Girls Assistant		\$1,940
Softball, Varsity	133	\$2,770
Softball, Assistant		\$1,940
Speech	116	\$2,420
Swimming, Boys	141	\$2,940
Swimming, Girls	141	\$2,940
Tennis, Boys	124	\$2,580
Tennis, Girls	124	\$2,580
Volleyball, Head	136	\$2,830
Volleyball, Assistant		\$1,980
Track, Boys Head	133	\$2,770
Track, Boys Assistant		\$1,940
Track, Girls Head	133	\$2,770
Track, Girls Assistant		\$1,940
Vocal Music	126	\$2,630
Water Polo	131	\$2,730
Wrestling, Varsity	133	\$2,770
Wrestling, Assistant		\$1,940
Yearbook	106	\$2,210

**Other Academic/Interest Clubs**

\* Appendix B will be in effect for the 2002-03 school year

**MORENO VALLEY UNIFIED SCHOOL DISTRICT**  
**APPENDIX B (continued)**  
**Effective Feb. 1, 2001\***

\*\*Junior and Senior Class Advisors are to be paid at the full rate, which may be divided among class advisors. Freshmen and Sophomore Class Advisors are to be paid at 50% of the full rate, which may be divided among class advisors.

Extended season pay for CIF playoffs will be ten percent (10%) per week of such head coach's and designated assistant varsity coach's coaching salary for sports where the entire team makes the playoffs, and five percent (5%) per week of such head coach's and designated assistant varsity coach's salary for sports where the coach accompanies an individual to the CIF playoffs. The extra stipend shall be provided to head coaches and all designated varsity assistants as determined by the District.

Department Chairperson Positions: \$20.83 per period taught by employees in their department each semester, in the following departments:

Aerospace	Home Economics
Agriculture	Industrial Education
Art	Math
Business Education	Performing Arts
Counseling	Physical Education, Boys
Driver Education	Physical Education, Girls
ELD	Reading
English	Science
Foreign Language	Social Studies
	Special Education

Release time can be taken in one period increments with 48 hours advance notice and principal approval.

Effective July 1, 1991, the District will establish Assistant Department Chair positions for Math, Science, English, and Social Science at all four-year comprehensive high schools. The Assistant Chair will be paid 70% of the amount paid the Chair, with no release time. For 1992-93, Assistant Department Chair positions may or may not be offered, as determined by the District. This provision will be renegotiated prior to the end of the 1992-93 school year.

Assistant Athletic Director: The District will provide up to five (5) release days per year, as the District determines the necessity for such days. Release time can be taken in one period increments and requires principal approval.

Credit for Years in Position: Five (5) additional shares will be given to head positions beginning the 6th year (commencing September 1, 1987), in the same position at the same level within the District. This provision will be renegotiated prior to the end of the 1992-93 school year.

Middle Schools:

**Core Extended Day Activities:**

Academic Societies	\$750	trimester
Band	\$760	trimester
Basketball	\$1,770	season
Cross Country	\$1,450	season
Detention	\$750	trimester
Drama Program	\$750	trimester
Football	\$1,450	season
History Day	\$360	trimester
Language Arts Fair	\$360	trimester

\* Appendix B will be in effect for the 2002-03 school year

**MORENO VALLEY UNIFIED SCHOOL DISTRICT**  
**APPENDIX B (continued)**  
**Effective Feb. 1, 2001\***

Math Field Day	<b>\$360</b>	trimester
Music, Vocal	<b>\$750</b>	trimester
Odyssey of the Mind	<b>\$1,890</b>	season
Pep Squad Advisor	<b>\$750</b>	trimester
Publications	<b>\$750</b>	trimester
Science Fair	<b>\$360</b>	trimester
Softball	<b>\$1,450</b>	season
Speech Contest	<b>\$360</b>	trimester
Spelling Contest (District)	<b>\$360</b>	trimester
Student Assistance	<b>\$750</b>	trimester
Student Body Activities	<b>\$2,410</b>	season
Track	<b>\$1,450</b>	season
Volleyball	<b>\$1,380</b>	season
Yearbook	<b>\$750</b>	trimester
<hr/>		
Other Academic/Interest Clubs	<b>\$750</b>	trimester
Other Special Events/Activities	<b>\$360</b>	trimester
 Team Leader	 <b>\$360</b>	 trimester

**Lead Teacher:** The stipend will be computed by multiplying the number of periods taught in each subject area each trimester by the current share value times fifty percent (50%). This computation shall include periods taught by the Lead Teacher. This amount shall be paid three times per year, with no one to make less than \$560 per year.

**Middle School Athletic Coordinator:** The District will provide release days for one Districtwide position to be rotated annually among the middle schools. The number of days shall be equal to the number of middle schools involved in the program.

**Elementary Schools:**

**Grade Level Leader:** \$560/year (120% for YRE) - The hours of work to be performed outside of the regular school day or year by a Grade Level Leader shall be reasonable. The District and the Association agree to a guideline of 20 hours per year outside the workday/work year.

Effective July 1, 1999, the District will provide a base amount of \$1,700 for each elementary site with a student population in grades K-5 (total enrollment) of 800 or less, and \$1.00 additionally for each student over 800 in schools with a student population of 801 or more. The numbers for each school site will be calculated based on the budgeted projected enrollment as of the adopted budget, the adjusted based on actual numbers in October.

Each site shall determine, subject to District approval, the types of programs and the amounts to be paid for each site's extra duty program.

**Miscellaneous:**

Summer School, 2001:

	Daily Rate
Step 1 (0-5 years)	\$124.78
Step 2 (6-10 years)	\$131.04
Step 3 (11-15 years)	\$137.27
Step 4 (16-20 years)	\$143.52

Years of experience for salary credit shall be as in the year just completed prior to commencement of summer school.

\* Appendix B will be in effect for the 2002-03 school year

**MORENO VALLEY UNIFIED SCHOOL DISTRICT**  
**APPENDIX B (continued)**  
**Effective Feb. 1, 2001\***

**Hourly Rates:**

Payment for basic instruction beyond regular teaching hours shall be at an hourly rate as follows:

Adult Education	\$25.49
Driver Education	\$25.49
Extra Period Assignment	\$25.49
Hourly Rate	\$25.49
Saturday School	\$25.49

Lead Nurse: \$580 per year.

**General:**

The District retains the right to determine which extra pay for extra duty positions will be established at each site. In any event, the District will establish Department Chair, Team Leader, Lead Teacher, and Grade Level Leader positions as provided in this Agreement.

The extra duty pay rates provided in this Appendix B will be increased by any ongoing general salary schedule increase, as provided in Article VII, Section 9(a).

\* Appendix B will be in effect for the 2002-03 school year

**APPENDIX B(1)  
CERTIFICATED EXTRA PAY FOR EXTRA DUTY  
SHARE CRITERIA**

Extra Duty Formula (9-12):

1.	Length of Activity	One week (20 week maximum)	=	2 shares
2.	Number of Assistants, Direct Work with Head (Paid Adult)	5 Shares Per Assistant		
3.	Budget Responsibility (ASB, School, and District Allocation to Program)	100 – 400	=	5 shares
		500 – 2,999	=	10 shares
		3,000 – 5,999	=	12 shares
		6,000 & over	=	15 shares
4.	Number of Major Performances	1 – 4	=	5 shares
		5 – 9	=	10 shares
		10 & more	=	20 shares
5.	Number of Participants Per Paid Adult	1 – 20	=	15 shares
		20 & more	=	20 shares
6.	Average Public Attendance/ Performance	1 – 400	=	5 shares
		500 & over	=	10 shares
7.	Five (5) additional share will be given to head positions beginning the 6 <sup>th</sup> year (commencing September 1, 1987) in the same position at the same level within the District.			
8.	Individual Oriented Activity (Performance)		=	15 shares
	Team Oriented Activity (Competitive)		=	30 shares
9.	Certificated District Employees		=	10 shares

- A. Assistant Coaches use a factor of 70% of Head Coach Share Value.
- B. Athletic Director and Activities Director receive 20% more than highest paid coach.
- C. Assistant Athletic Director receives 80% of Head Athletic Director.
- D. Middle and elementary school programs, as negotiated and set forth in Appendix B, will use a factor of 75% of Share Value.
- E. Junior and Senior Class Advisors are to be paid at the full rate which may be divided among class advisors. Freshman and Sophomore Class Advisors are to be paid at 50% of the full rate which may be divided among class advisors.



**2001-2002 YRE CALENDAR K-5 CURRENT SCHEDULE (IMPORTANT DATES)**

<p><b>JUL.</b></p> <p>4 INDEPENDENCE DAY (LEGAL HOLIDAY)  5-6 NEW TEACHER ORIENTATION/STAFF DEVELOPMENT  9 TEACHER PREP DAY – TRACKS A, B, C  10 STUDENTS RETURN – TRACKS A, B, C</p>	<p><b>JAN.</b></p> <p>1-4 WINTER BREAK  7 TRACKS A, C, D RETURN  18 PROGRESS REPORTS – TRACKS C, D  21 MARTIN LUTHER KING DAY (HOLIDAY)  31 LAST DAY – TRACK A  MINIMUM DAY – TRACK A  <b>END OF SECOND TRIMESTER – TRACK A</b>  REPORT CARDS – TRACK A</p>
<p><b>AUG.</b></p> <p>2 MINIMUM DAY – TRACK C  LAST DAY - TRACK C  3 TEACHER PREP DAY – TRACK D  6 STUDENTS RETURN – TRACK D  17 PROGRESS REPORTS – TRACKS A, B  23-24 NEW TEACHER ORIENTATION (YRE- TRACK D &amp; TRADITIONAL)</p>	<p><b>FEB.</b></p> <p>4 TEACHER PREP DAY – TRACK B  5 TRACK B RETURNS  15 LINCOLN'S BIRTHDAY (HOLIDAY)  18 PRESIDENT'S DAY (HOLIDAY)</p>
<p><b>SEPT.</b></p> <p>3 LABOR DAY (HOLIDAY)  4 TRACK C RETURNS  14 PROGRESS REPORTS – TRACKS C, D  21 MINIMUM DAY – TRACK A  28 LAST DAY - TRACK A  <b>END OF FIRST TRIMESTER – TRACK A</b></p>	<p><b>MAR.</b></p> <p>1 LAST DAY – TRACK D  REPORT CARDS – TRACK D  MINIMUM DAY – TRACK D  <b>END OF SECOND TRIMESTER – TRACKS B, C, D</b>  4 TEACHER PREP DAY – TRACK A  5 TRACK A RETURNS  8 REPORT CARDS – TRACK B, C  15 ADMISSION'S DAY (HOLIDAY IN LIEU OF)</p>
<p><b>OCT.</b></p> <p>1-2 PARENT CONFERENCES – TRACK A (NON-STUDENT DAYS)  REPORT CARDS – TRACK A  1 TRACK B RETURNS  26 MINIMUM DAY – TRACK B, C, D  <b>END OF FIRST TRIMESTER – TRACKS B, C</b></p>	<p><b>APR.</b></p> <p>3 LAST DAY – TRACK C  MINIMUM DAY – TRACK C  TEACHER PREP DAY – TRACK D  4 TRACK D RETURNS  12 PROGRESS REPORTS – TRACKS A, B</p>
<p><b>NOV.</b></p> <p>1-2 PARENT CONFERENCES – TRACKS B, C, D (NON-STUDENT DAYS)  REPORT CARDS – TRACKS B, C, D  2 <b>END OF FIRST TRIMESTER – TRACK D</b>  5 TRACK A RETURNS  12 VETERANS DAY (HOLIDAY)  22 THANKSGIVING DAY (HOLIDAY)  23 THANKSGIVING RECESS (HOLIDAY)  30 LAST DAY – TRACK C</p>	<p><b>MAY</b></p> <p>3 LAST DAY – TRACK B  MINIMUM DAY – TRACK B  TEACHER PREP DAY – TRACK C  6 TRACK C RETURNS  10 PROGRESS REPORTS – TRACKS C, D  24 MINIMUM DAY – TRACK A  27 MEMORIAL DAY (HOLIDAY)  31 MINIMUM DAY – TRACK A  LAST DAY OF INSTRUCTION – TRACK A  <b>END OF THIRD TRIMESTER – TRACK A</b>  REPORT CARDS – TRACK A</p>
<p><b>DEC.</b></p> <p>3 TRACK D RETURNS  7 PROGRESS REPORTS – TRACKS A, B  21 LAST DAY – TRACK B  MINIMUM DAY – TRACKS A, B, D  24 WINTER BREAK BEGINS</p>	<p><b>JUN</b></p> <p>3 TRACK B RETURNS  14 MINIMUM DAY – TRACKS B, C, D  21 MINIMUM DAY – TRACKS B, C, D  LAST DAY OF INSTRUCTION – TRACKS B, C, D  <b>END OF THIRD TRIMESTER – TRACKS B, C, D</b>  REPORT CARDS – TRACKS B, C, D  MINIMUM WORKDAY – ALL CERTIFICATED</p>

# MORENO VALLEY UNIFIED SCHOOL DISTRICT YEAR ROUND EDUCATION 6-8 CALENDAR 2001-2002

## JULY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A				H						T																					
B				H						T																					
C				H						T																					
D				H																											

## AUGUST

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## SEPTEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A				H																										
B				H																										
C				H																										
D				H																										

## OCTOBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## NOVEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B																														
C																														
D																														

## DECEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## JANUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## FEBRUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
A																													
B																													
C																													
D																													

## MARCH

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## APRIL

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B																														
C																														
D																														

## MAY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## JUNE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B																														
C																														
D																														

H = HOLIDAY      T = TEACHER PREPARATION DAY      M = MINIMUM DAY FOR STUDENTS      PC = PARENT CONFERENCE

A shaded area is a regular school day and those days marked by an M are minimum days for students. Board approved: 5-8-01

Track A

Track B

Track C

Track D

**2001-2002 YRE CALENDAR 6-8 CURRENT SCHEDULE (IMPORTANT DATES)**

<p><b>JUL.</b></p> <p>4 INDEPENDENCE DAY (LEGAL HOLIDAY)  5-6 NEW TEACHER ORIENTATION DAY/STAFF DEVELOPMENT  9 TEACHER PREP DAY – TRACKS A, B, C  10 STUDENTS RETURN – TRACKS A, B, C</p>	<p><b>JAN.</b></p> <p>1-4 WINTER BREAK  7 TRACKS A, C, D RETURN  18 PROGRESS REPORTS – TRACKS C, D  21 MARTIN LUTHER KING DAY (HOLIDAY)  31 LAST DAY – TRACK A  MINIMUM DAY – TRACK A  <b>END OF SECOND TRIMESTER – TRACK A</b></p>
<p><b>AUG.</b></p> <p>3 TEACHER PREP DAY – TRACK D  2 LAST DAY – TRACK C  6 STUDENTS RETURN – TRACK D  17 PROGRESS REPORTS – TRACKS A, B  23-24 NEW TEACHER ORIENTATION (YRE-TRACK D  &amp; TRADITIONAL)  31 LAST DAY – TRACK B</p>	<p><b>FEB.</b></p> <p>1 PARENT CONFERENCE – TRACK A  (NON-STUDENT DAY)  REPORT CARDS – TRACK A  TEACHER PREP DAY – TRACK B  4 TRACK B RETURNS  15 LINCOLN'S BIRTHDAY (HOLIDAY)  18 PRESIDENT'S DAY (HOLIDAY)  28 LAST DAY – TRACK D  MINIMUM DAY – TRACKS B, C, D</p>
<p><b>SEPT.</b></p> <p>3 LABOR DAY (HOLIDAY)  4 TRACK C RETURNS  14 PROGRESS REPORTS – TRACKS C, D  27 LAST DAY – TRACK A  MINIMUM DAY – TRACK A  <b>END OF FIRST TRIMESTER – TRACK A</b>  28 PARENT CONFERENCES – TRACK A (NON-STUDENT DAY)  REPORT CARDS – TRACK A</p>	<p><b>MAR.</b></p> <p>1 PARENT CONFERENCES – TRACKS B, C, D  (NON-STUDENT DAY)  REPORT CARDS – TRACKS B, C, D  TEACHER PREP DAY – TRACK A  <b>END OF SECOND TRIMESTER – TRACKS B, C, D</b>  4 TRACK A RETURNS  15 ADMISSION'S DAY (HOLIDAY IN LIEU OF)</p>
<p><b>OCT.</b></p> <p>1 TRACK B RETURNS</p>	<p><b>APR.</b></p> <p>3 LAST DAY TRACK C  MINIMUM DAY – TRACK C  TEACHER PREP DAY – TRACK D  4 TRACK D RETURNS  12 PROGRESS REPORTS – TRACKS A, B</p>
<p><b>NOV.</b></p> <p>1 LAST DAY – TRACK D  MINIMUM DAY – TRACKS B, C, D  2 PARENT CONFERENCES – TRACKS B, C, D  (NON-STUDENT DAY)  REPORT CARDS – TRACKS B, C, D  <b>END OF FIRST TRIMESTER – TRACK B, C, D</b>  5 TRACK A RETURNS  11 VETERANS DAY (HOLIDAY)  22 THANKSGIVING DAY (HOLIDAY)  23 THANKSGIVING RECESS (HOLIDAY)  30 LAST DAY – TRACK C</p>	<p><b>MAY</b></p> <p>2 LAST DAY – TRACK B  3 TEACHER PREP DAY – TRACK C  6 TRACK C RETURNS  10 PROGRESS REPORTS – TRACKS C, D  24 MINIMUM DAY – TRACK A  27 MEMORIAL DAY (HOLIDAY)  31 MINIMUM DAY – TRACK A  LAST DAY OF INSTRUCTION – TRACK A  <b>END OF THIRD TRIMESTER – TRACK A</b>  REPORT CARDS – TRACK A</p>
<p><b>DEC.</b></p> <p>3 TRACK D RETURNS  7 PROGRESS REPORTS – TRACKS A, B  21 LAST DAY – TRACK B  MINIMUM DAY – TRACKS A, B, D  24 WINTER BREAK BEGINS</p>	<p><b>JUN.</b></p> <p>3 TRACK B RETURNS  14 MINIMUM DAY – TRACKS B, C, D  21 MINIMUM DAY – TRACKS B, C, D  LAST DAY OF INSTRUCTION – TRACKS B, C, D  <b>END OF THIRD TRIMESTER – TRACKS B, C, D</b>  REPORT CARDS – TRACKS B, C, D  MINIMUM WORKDAY – ALL CERTIFICATED</p>

Morano Valley Unified School District - Traditional Year (K-5) Trimester Calendar - 2001-02

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
2	3	4	5	6			1	2	3	3	4	5	6	7	1	2	3	4	5				1	2	3	4	5	6	7
9	10	11	12	13	6	7	8	9	10	10	11	12	13	14	8	9	10	11	12	5	6	7	8	9	10	11	12	13	14
16	17	18	19	20	13	14	15	16	17	17	18	19	20	21	15	16	17	18	19	12	13	14	15	16	17	18	19	20	M
23	24	25	26	27	20	21	22	23	24	24	25	26	27	28	22	23	24	25	26	19	20	M	22	23	24	25	26	27	28
30	31				T	T	28	30	31						29	30	31			26	27	28	PC	PC	29	30	31		

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE					
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	
1	2	3	4						1					1	1	2	3	4	5				1	2	3					
7	8	9	10	11	4	5	6	7	8	4	5	6	7	M	8	9	10	11	12	6	7	8	9	10	3	4	5	6	M	
14	15	16	17	18	11	12	13	14	15	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17	10	11	M	13	14	
21	22	23	24	25	18	19	20	21	22	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24	17	18	19	20	21	
28	29	30	31		25	26	27	28	25	26	27	28	29	29	30				27	28	29	30	31	24	25	26	27	28		

  Students Return  
   Legal Holiday  
   Local Holiday  
   School Recess  
 T Teacher Prep Day  
 M Minimum Day  
 PC Parent Conference  
 †-6-8

**IMPORTANT DATES**

- Jul 4 Independence Day (legal holiday)
- Aug 23-24 New Teacher Orientation
- Aug 27-28 Teacher Prep Days
- Aug 29 **STUDENTS RETURN**
- Sep 3 Labor Day (legal holiday)
- Nov 12 Veterans Day (legal holiday)
- Nov 21 **END OF 1ST TRIMESTER**  
Minimum Day
- Nov 22-23 Thanksgiving Recess (legal/local holiday)
- Nov 29-30 Parent Conferences (Non-Student Days)
- Dec 21 Minimum Day
- Dec 24 Winter Recess Begins
- Dec 24 Christmas Eve (local holiday)
- Dec 25 Christmas Day (legal holiday)
- Dec 31 New Year's Eve (local holiday)
- Jan 1 New Year's Day (legal holiday)
- Jan 7 Return to School
- Jan 21 Martin Luther King Day (legal holiday)
- Feb 15 Lincoln's Day (local holiday)
- Feb 18 President's Day (legal holiday)
- Mar 8 **END OF 2ND TRIMESTER**  
Minimum Day
- Mar 15 Admission's Day (in lieu of legal holiday)
- Apr 8-12 Spring Recess
- May 27 Memorial Day (legal holiday)
- Jun 7 Minimum Day
- Jun 12 **LAST DAY OF INSTRUCTION**  
Minimum Day  
Minimum Workday, All Certificated

**SUMMER SCHOOL 2002**

- Jun 17-18 Teacher Prep Days
  - Jun 19 Summer School Begins
  - Jul 23 Summer School Ends
- Possible Double Sessions**

School Month	Dates	Teaching Days											
		Traditional			YRE 6-8				YRE K-5				
		K-5	6-8	9-12	A	B	C	D	A	B	C	D	
1	07/02 - 07/27	0	0	0	14	14	14	0	14	14	14	0	
2	07/30 - 08/24	0	0	0	20	20	4	15	20	20	4	15	
3	08/27 - 09/21	17	17	17	19	5	14	19	19	5	14	19	
4	09/24 - 10/19	20	20	20	4	15	20	20	5	15	20	20	
5	10/22 - 11/16	19	19	19	9	18	18	9	9	17	17	8	
6	11/19 - 12/14	16	17	18	18	18	8	10	18	18	8	10	
7	12/17 - 01/11	10	10	10	10	5	5	10	10	5	5	10	
8	01/14 - 02/08	19	19	18	13	5	19	19	13	4	19	19	
9	02/11 - 03/08	18	18	18	5	17	17	12	4	18	18	13	
10	03/11 - 04/05	19	18	19	19	19	17	2	19	19	17	2	
11	04/08 - 05/03	15	15	15	20	19	0	20	20	20	0	20	
12	05/06 - 05/31	19	19	19	19	0	19	19	19	0	19	19	
13	06/03 - 06/28	8	8	7	0	15	15	15	0	15	15	15	
14													
<b>TOTALS</b>		<b>180</b>	<b>180</b>	<b>180</b>	<b>170</b>								

Monterey Valley Unified School District Traditional Year 6-8 Trimester Calendar 2001-02

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER						
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F		
2	3	4	5	6			1	2	3			3	4	5	6	7	1	2	3	4	5				1	2	3	4	5	6	PC
9	10	11	12	13	6	7	8	9	10	10	11	12	13	14	8	9	10	11	12	5	6	7	8	9	10	11	12	13	14		
16	17	18	19	20	13	14	15	16	17	17	18	19	20	21	15	16	17	18	19	12	13	14	15	16	17	18	19	20	M		
23	24	25	26	27	20	21	22	23	24	24	25	26	27	28	22	23	24	25	26	19	20	M	22	23	24	25	26	27	28		
30	31	T	T	29	30	31	29	30	31	26	27	28	29	30	26	27	28	29	30	28	29	30	31	24	25	26	27	28			

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE					
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	
	1	2	3	4					1					1	1	2	3	4	5				1	2	3					
7	8	9	10	11	4	5	6	7	8	4	5	6	7	M	8	9	10	11	12	6	7	8	9	10	3	4	5	6	M	
14	15	16	17	18	11	12	13	14	15	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17	10	11	M	13	14	
21	22	23	24	25	18	19	20	21	22	18	19	20	21	PC	22	23	24	25	26	20	21	22	23	24	17	18	19	20	21	
28	29	30	31	25	26	27	28	25	26	27	28	29	29	30	27	28	29	30	31	24	25	26	27	28						

△ Students Return  
 ○ Legal Holiday  
 ◉ Local Holiday  
 □ School Recess  
 T Teacher Prep Day  
 M Minimum Day  
 PC Parent Conference

**IMPORTANT DATES**

Jul 4	Independence Day (legal holiday)
Aug 23-24	New Teacher Orientation
Aug 27-28	Teacher Prep Days
Aug 29	<b>STUDENTS RETURN</b>
Sep 3	Labor Day (legal holiday)
Nov 12	Veterans Day (legal holiday)
Nov 21	<b>END OF 1ST TRIMESTER</b>
	Minimum Day
Nov 22-23	Thanksgiving Recess (legal/local holiday)
Dec 7	Parent Conferences (Non-Student Day)
Dec 21	Minimum Day
Dec 24	Winter Recess Begins
Dec 24	Christmas Eve (local holiday)
Dec 25	Christmas Day (legal holiday)
Dec 31	New Year's Eve (local holiday)
Jan 1	New Year's Day (legal holiday)
Jan 7	Return to School
Jan 21	Martin Luther King Day (legal holiday)
Feb 15	Lincoln's Day (local holiday)
Feb 18	President's Day (legal holiday)
Mar 8	<b>END OF 2ND TRIMESTER</b>
	Minimum Day
Mar 15	Admission's Day (in lieu of legal holiday)
Mar 22	Parent Conferences (Non-Student Day)
Apr 8-12	Spring Recess
May 27	Memorial Day (legal holiday)
Jun 7	Minimum Day
Jun 12	<b>LAST DAY OF INSTRUCTION</b>
	Minimum Day
	Minimum Workday, All Certificated

**SUMMER SCHOOL 2002**

Jun 17-18	Teacher Prep Days
Jun 19	Summer School Begins
Jul 23	Summer School Ends

**Possible Double Sessions**

School Month	Dates	Teaching Days											
		Traditional			YRE 6-8				YRE K-5				
		K-5	6-8	9-12	A	B	C	D	A	B	C	D	
1	07/02 - 07/27	0	0	0	14	14	14	0	14	14	14	0	
2	07/30 - 08/24	0	0	0	20	20	4	15	20	20	4	15	
3	08/27 - 09/21	17	17	17	19	5	14	19	19	5	14	19	
4	09/24 - 10/19	20	20	20	4	15	20	20	5	15	20	20	
5	10/22 - 11/16	19	19	19	9	18	18	9	9	17	17	8	
6	11/19 - 12/14	16	17	18	18	18	8	10	18	18	8	10	
7	12/17 - 01/11	10	10	10	10	5	5	10	10	5	5	10	
8	01/14 - 02/08	19	19	18	13	5	19	19	13	4	19	19	
9	02/11 - 03/08	18	18	18	5	17	17	12	4	18	18	13	
10	03/11 - 04/05	19	18	19	19	19	17	2	19	19	17	2	
11	04/08 - 05/03	15	15	15	20	19	0	20	20	20	0	20	
12	05/06 - 05/31	19	19	19	19	0	19	19	19	0	19	19	
13	06/03 - 06/28	8	8	7	0	15	15	15	0	15	15	15	
14													
	<b>TOTALS</b>	<b>180</b>	<b>180</b>	<b>180</b>	<b>170</b>								



# MORENO VALLEY UNIFIED SCHOOL DISTRICT YEAR ROUND EDUCATION K-5 CALENDAR 2002-2003

Board Approved: 12/04/01

## JULY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A				H				T																								17
B				H				T																								17
C				H				T																								17
D				H																												0

## AUGUST

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															22
B																															22
C																															2
D																															19

## SEPTEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
A	H																													17	
B	H																														1
C	H																														20
D	H																														20

## OCTOBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A																															0	
B																															PC	22
C																															PC	22
D																															PC	22

## NOVEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
A																															17	
B																																17
C																																17
D																																0

## DECEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A																															15	
B																																15
C																																0
D																																15

## JANUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A	H	H	H																												19	
B	H	H	H																													0
C	H	H	H																													19
D	H	H	H																													19

## FEBRUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28				
A																															0	
B																																18
C																																18
D																																18

## MARCH

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A																																20
B																																20
C																																20
D																																0

## APRIL

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
A																																22
B																																22
C																																1
D																																21

## MAY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A																																21
B																																1
C																																19
D																																19

## JUNE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
A																																0
B																																15
C																																15
D																																15

H = HOLIDAY      T = TEACHER PREPARATION DAY      M = MINIMUM DAY FOR STUDENTS      PC = PARENT CONFERENCE

A shaded area is a regular school day and those days marked by an M are minimum days for students.

Track A

Track B



Track C



Track D



## 2002-2003 YRE CALENDAR K-5 CURRENT SCHEDULE (IMPORTANT DATES)

<p><b>JUL</b> 1-2 NEW TEACHER ORIENTATION/STAFF DEVELOPMENT</p> <p>4 INDEPENDENCE DAY (IN LIEU OF LEGAL HOLIDAY)</p> <p>8 TEACHER PREP DAY – TRACKS A, B, C</p> <p>9 STUDENTS RETURN – TRACKS A, B, C</p>	<p><b>JAN</b> 1-3 WINTER BREAK</p> <p>6 TRACKS A, C, D RETURN</p> <p>17 PROGRESS REPORTS – TRACKS C, D</p> <p>20 MARTIN LUTHER KING DAY (HOLIDAY)</p> <p>31 END OF SECOND TRIMESTER – TRACK A LAST DAY – TRACK A MINIMUM DAY – TRACK A REPORT CARDS – TRACK A TEACHER PREP DAY – TRACK B</p>
<p><b>AUG</b> 2 LAST DAY – TRACK C MINIMUM DAY – TRACK C</p> <p>5 TEACHER PREP DAY – TRACK D</p> <p>6 STUDENTS RETURN – TRACK D</p> <p>16 PROGRESS REPORTS – TRACKS A, B</p> <p>29-30 NEW TEACHER ORIENTATION (YRE-TRACK D &amp; TRADITIONAL)</p> <p>30 LAST DAY – TRACK B MINIMUM DAY TRACK B</p>	<p><b>FEB</b> 3 TRACK B RETURNS</p> <p>14 LINCOLN'S BIRTHDAY (HOLIDAY)</p> <p>17 PRESIDENT'S DAY (HOLIDAY)</p> <p>28 END OF SECOND TRIMESTER – TRACK B, C, D LAST DAY – TRACK D MINIMUM DAY – TRACK D REPORT CARDS – TRACKS B, C, D TEACHER PREP DAY – TRACK A</p>
<p><b>SEPT</b> 2 LABOR DAY (HOLIDAY)</p> <p>13 PROGRESS REPORTS – TRACKS C, D</p> <p>25 END OF FIRST TRIMESTER – TRACK A LAST DAY – TRACK A MINIMUM DAY – TRACK A</p> <p>26-27 PARENT CONFERENCES – TRACK A REPORT CARDS – TRACK A</p> <p>30 TRACK B RETURNS</p>	<p><b>MAR</b> 3 TRACK A RETURNS</p> <p>14 ADMISSION'S DAY (HOLIDAY IN LIEU OF)</p>
<p><b>OCT</b> 25 END OF FIRST TRIMESTER – TRACKS B, C, D</p> <p>30 LAST DAY – TRACK D MINIMUM DAY – TRACK D</p> <p>31 PARENT CONFERENCES – TRACKS B, C, D REPORT CARDS – TRACKS B, C, D</p>	<p><b>APR</b> 1 LAST DAY – TRACK C MINIMUM DAY – TRACK C TEACHER PREP DAY – TRACK D</p> <p>2 TRACK D RETURNS</p> <p>11 PROGRESS REPORTS – TRACKS A, B</p>
<p><b>NOV</b> 1 PARENT CONFERENCES – TRACKS B, C, D</p> <p>4 TRACK A RETURNS</p> <p>11 VETERAN'S DAY (HOLIDAY)</p> <p>27 LAST DAY – TRACK C MINIMUM DAY – TRACK C</p> <p>28 THANKSGIVING DAY (HOLIDAY)</p> <p>29 THANKSGIVING RECESS (HOLIDAY)</p>	<p><b>MAY</b> 1 LAST DAY – TRACK B MINIMUM DAY – TRACK B</p> <p>2 TEACHER PREP DAY – TRACK C</p> <p>5 TRACK C RETURNS</p> <p>9 PROGRESS REPORTS – TRACKS C, D</p> <p>23 MINIMUM DAY – TRACK A</p> <p>26 MEMORIAL DAY (HOLIDAY)</p> <p>30 END OF THIRD TRIMESTER – TRACK A LAST DAY OF INSTRUCTION – TRACK A MINIMUM DAY – TRACK A REPORT CARDS – TRACK A</p>
<p><b>DEC</b> 2 TRACK D RETURNS</p> <p>13 PROGRESS REPORTS – TRACKS A, B</p> <p>20 LAST DAY – TRACK B MINIMUM DAY – TRACKS A, B, D</p> <p>23 WINTER BREAK BEGINS</p>	<p><b>JUN</b> 2 TRACK B RETURNS</p> <p>13 MINIMUM DAY – TRACKS B, C, D</p> <p>20 END OF THIRD TRIMESTER – TRACKS B, C, D LAST DAY OF INSTRUCTION – TRACKS B, C, D MINIMUM DAY – TRACKS B, C, D REPORT CARDS – TRACKS B, C, D MINIMUM WORKDAY – ALL CERTIFICATED</p>

# MORENO VALLEY UNIFIED SCHOOL DISTRICT YEAR ROUND EDUCATION 6-8 CALENDAR 2002-2003

Board Approved 12/04/01

## JULY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A				H					T																						
B				H					T																						
C				H					T																						
D				H																											

## AUGUST

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## SEPTEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A	H																													
B	H																													
C	H																													
D	H																													

## OCTOBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## NOVEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B	PC																													
C	PC																													
D	PC																													

## DECEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## JANUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A	H	H	H																												
B	H	H	H																												
C	H	H	H																												
D	H	H	H																												

## FEBRUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
A																													
B																													
C																													
D																													

## MARCH

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## APRIL

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B																														
C																														
D																														

## MAY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## JUNE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B																														
C																														
D																														

H = HOLIDAY      T = TEACHER PREPARATION DAY      M = MINIMUM DAY FOR STUDENTS      PC = PARENT CONFERENCE

A shaded area is a regular school day and those days marked by an M are minimum days for students.

Track A      Track B      Track C      Track D

## 2002-2003 YRE CALENDAR 6-8 CURRENT SCHEDULE (IMPORTANT DATES)

<p><b>JUL</b> 1-2 NEW TEACHER ORIENTATION/STAFF DEVELOPMENT 4 INDEPENDENCE DAY (IN LIEU OF LEGAL HOLIDAY) 8 TEACHER PREP DAY – TRACKS A, B, C 9 STUDENTS RETURN – TRACKS A, B, C</p>	<p><b>JAN</b> 1-3 WINTER BREAK 6 TRACKS A, C, D RETURN 17 PROGRESS REPORTS – TRACKS C, D 20 MARTIN LUTHER KING DAY (HOLIDAY) 30 <b>END OF SECOND TRIMESTER – TRACK A</b> LAST DAY – TRACK A MINIMUM DAY – TRACK A 31 PARENT CONFERENCE – TRACK A REPORT CARDS – TRACK A TEACHER PREP DAY – TRACK B</p>
<p><b>AUG</b> 2 LAST DAY – TRACK C 5 TEACHER PREP DAY – TRACK D 6 STUDENTS RETURN – TRACK D 16 PROGRESS REPORTS – TRACKS A, B 29-30 NEW TEACHER ORIENTATION (YRE-TRACK D &amp; TRADITIONAL) 30 LAST DAY – TRACK B</p>	<p><b>FEB</b> 3 TRACK B RETURNS 14 LINCOLN'S BIRTHDAY (HOLIDAY) 17 PRESIDENT'S DAY (HOLIDAY) 27 <b>END OF SECOND TRIMESTER – TRACKS B, C, D</b> LAST DAY – TRACK D MINIMUM DAY – TRACKS B, C, D 28 PARENT CONFERENCES – TRACKS B, C, D REPORT CARDS – TRACKS B, C, D TEACHER PREP DAY – TRACK A</p>
<p><b>SEPT</b> 2 LABOR DAY (HOLIDAY) 13 PROGRESS REPORTS – TRACKS C, D 26 <b>END OF FIRST TRIMESTER – TRACK A</b> LAST DAY – TRACK A MINIMUM DAY – TRACK A 27 PARENT CONFERENCES – TRACK A REPORT CARDS – TRACK A 30 TRACK B RETURNS</p>	<p><b>MAR</b> 3 TRACK A RETURNS 14 ADMISSION'S DAY (HOLIDAY IN LIEU OF)</p>
<p><b>OCT</b> 31 <b>END OF FIRST TRIMESTER – TRACKS B, C, D</b> LAST DAY – TRACK D MINIMUM DAY – TRACK B, C, D</p>	<p><b>APR</b> 1 LAST DAY – TRACK C MINIMUM DAY – TRACK C TEACHER PREP DAY – TRACK D 2 TRACK D RETURNS 11 PROGRESS REPORTS – TRACKS A, B</p>
<p><b>NOV</b> 1 PARENT CONFERENCES – TRACKS B, C, D REPORT CARDS – TRACKS B, C, D 4 TRACK A RETURNS 11 VETERAN'S DAY (HOLIDAY) 27 LAST DAY – TRACK C 28 THANKSGIVING DAY (HOLIDAY) 29 THANKSGIVING RECESS (HOLIDAY)</p>	<p><b>MAY</b> 1 LAST DAY – TRACK B 2 TEACHER PREP DAY – TRACK C 5 TRACK C RETURNS 9 PROGRESS REPORTS – TRACKS C, D 23 MINIMUM DAY – TRACK A 26 MEMORIAL DAY (HOLIDAY) 30 <b>END OF THIRD TRIMESTER – TRACK A</b> LAST DAY OF INSTRUCTION – TRACK A MINIMUM DAY – TRACK A REPORT CARDS – TRACK A</p>
<p><b>DEC</b> 2 TRACK D RETURNS 13 PROGRESS REPORTS – TRACKS A, B 20 LAST DAY – TRACK B MINIMUM DAY – TRACKS A, B, D 23 WINTER BREAK BEGINS</p>	<p><b>JUN</b> 2 TRACK B RETURNS 13 MINIMUM DAY – TRACKS B, C, D 20 <b>END OF THIRD TRIMESTER – TRACKS B, C, D</b> LAST DAY OF INSTRUCTION – TRACKS B, C, D MINIMUM DAY – TRACKS B, C, D REPORT CARDS – TRACKS B, C, D MINIMUM WORKDAY – ALL CERTIFICATED</p>

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
1	2	3	4	5				1	2	2	3	4	5	6	7	8	9	10	11					1	2	3	4	PC	PC
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13	14	15	16	17	18	4	5	6	7	8	9	10	11	12	13
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20	21	22	23	24	25	11	12	13	14	15	16	17	18	19	M
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27	28	29	30	31	26	27	M	28	29	23	24	25	26	27	
29	30	31	26	27	28	29	30	30	28	29	30	31	25	26	M	28	29	30	31										

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
		1	2	3	3	4	5	6	7	3	4	5	6	7	1	2	3	4				1	2	2	3	4	5	6	
6	7	8	9	10	10	11	12	13	14	10	11	12	M	14	7	8	9	10	11	5	6	7	8	9	9	10	11	12	M
13	14	15	16	17	17	18	19	20	21	17	18	19	20	21	14	15	16	17	18	12	13	14	15	16	16	17	M	19	20
20	21	22	23	24	24	25	26	27	28	24	25	26	27	28	21	22	23	24	25	19	20	21	22	23	23	24	25	26	27
27	28	29	30	31						31	28	29	30	26	27	28	29	30	30										

▲ Students Return  
 ○ Legal Holiday  
 ◌ Local Holiday  
 □ School Recess  
 T Teacher Prep Day  
 M Minimum Day  
 PC Parent Conference

**SUMMER SCHOOL 2003**

Jun 23-24 Teacher Prep Days  
 Jun 25 Summer School Begins  
 Jul 31 Summer School Ends

**Possible Double Sessions**

**IMPORTANT DATES**

- Jul 4 Independence Day (legal holiday)
- Aug 29-30 New Teacher Orientation
- Sep 2 Labor Day (legal holiday)
- Sep 3-4 Teacher Prep Days
- Sep 5 **STUDENTS RETURN**
- Nov 11 Veterans Day (legal holiday)
- Nov 27 **END OF 1ST TRIMESTER**  
Minimum Day
- Nov 28-29 Thanksgiving Recess (legal/local holiday)
- Dec 5-6 Parent Conferences
- Dec 20 Minimum Day
- Dec 23 Winter Recess Begins
- Dec 24 Christmas Eve (local holiday)
- Dec 25 Christmas Day (legal holiday)
- Dec 31 New Year's Eve (local holiday)
- Jan 1 New Year's Day (legal holiday)
- Jan 6 Return to School
- Jan 20 Martin Luther King Day (legal holiday)
- Feb 14 Lincoln's Day (local holiday)
- Feb 17 President's Day (legal holiday)
- Mar 13 **END OF 2ND TRIMESTER**  
Minimum Day
- Mar 14 Admission's Day (in lieu of legal holiday)
- Apr 7-11 Spring Recess
- May 26 Memorial Day (legal holiday)
- Jun 13 Minimum Day
- Jun 18 **LAST DAY OF INSTRUCTION**  
Minimum Day  
Minimum Workday, All Certificated

School Month	Dates	Teaching Days											
		Traditional			YRE 6-8				YRE K-5				
		K-5	6-8	9-12	A	B	C	D	A	B	C	D	
1	07/01 - 07/26	0	0	0	14	14	14	0	14	14	14	0	
2	07/29 - 08/23	0	0	0	20	20	5	14	20	20	5	14	
3	08/26 - 09/20	17	17	17	19	5	14	19	19	5	14	19	
4	09/23 - 10/18	20	20	20	4	14	20	20	3	15	20	20	
5	10/21 - 11/15	19	19	19	9	18	18	8	9	17	17	8	
6	11/18 - 12/13	16	17	18	18	18	8	10	18	18	8	10	
7	12/16 - 01/10	10	10	10	10	5	5	10	10	5	5	10	
8	01/13 - 02/07	19	19	18	13	5	19	19	14	5	19	19	
9	02/10 - 03/07	18	18	18	5	17	17	12	5	18	18	13	
10	03/10 - 04/04	19	18	19	19	19	16	3	19	19	16	3	
11	04/07 - 05/02	15	15	15	20	20	0	20	20	19	0	20	
12	05/05 - 05/30	19	19	19	19	0	19	19	19	0	19	19	
13	06/02 - 06/27	8	8	7	0	15	15	15	0	15	15	15	
14	06/30 - 06/30	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTALS</b>		<b>180</b>	<b>180</b>	<b>180</b>	<b>170</b>								

Moreno Valley Unified School District Traditional Year (6-8) Trimester Calendar 2002-03

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
1	2	3	4	5				1	2	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27	28	29	30	31											
29	30	31	26	27	28	29	30	30	28	29	30	31																	

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
		1	2	3	3	4	5	6	7	3	4	5	6	7	1	2	3	4						2	3	4	5	6	
6	7	8	9	10	10	11	12	13	14	10	11	12	M	14	7	8	9	10	11	5	6	7	8	9	9	10	11	12	M
13	14	15	16	17	17	18	19	20	21	17	18	19	20	PC	14	15	16	17	18	12	13	14	15	16	16	17	M	19	20
20	21	22	23	24	24	25	26	27	28	24	25	26	27	28	21	22	23	24	25	19	20	21	22	23	23	24	25	26	27
27	28	29	30	31						31	28	29	30						26	27	28	29	30	30					

△ Students Return  
 ○ Legal Holiday  
 / Local Holiday  
 □ School Recess  
 T Teacher Prep Day  
 M Minimum Day  
 PC Parent Conference

**SUMMER SCHOOL 2003**

Jun 23-24 Teacher Prep Days  
 Jun 25 Summer School Begin  
 Jul 31 Summer School Ends

**Possible Double Sessions**

**IMPORTANT DATES**

Jul 4	Independence Day (legal holiday)
Aug 29-30	New Teacher Orientation
Sep 2	Labor Day (legal holiday)
Sep 3-4	Teacher Prep Days
Sep 5	<b>STUDENTS RETURN</b>
Nov 11	Veterans Day (legal holiday)
Nov 27	<b>END OF 1ST TRIMESTER</b>
	Minimum Day
Nov 28-29	Thanksgiving Recess (legal/local holiday)
Dec 13	Parent Conferences
Dec 20	Minimum Day
Dec 23	Winter Recess Begins
Dec 24	Christmas Eve (local holiday)
Dec 25	Christmas Day (legal holiday)
Dec 31	New Year's Eve (local holiday)
Jan 1	New Year's Day (legal holiday)
Jan 6	Return to School
Jan 20	Martin Luther King Day (legal holiday)
Feb 14	Lincoln's Day (local holiday)
Feb 17	President's Day (legal holiday)
Mar 13	<b>END OF 2ND TRIMESTER</b>
	Minimum Day
Mar 14	Admission's Day (in lieu of legal holiday)
Mar 21	Parent Conferences
Apr 7-11	Spring Recess
May 26	Memorial Day (legal holiday)
Jun 13	Minimum Day
Jun 18	<b>LAST DAY OF INSTRUCTION</b>
	Minimum Day
	Minimum Workday, All Certificated

School Month	Dates	Teaching Days											
		Traditional			YRE 6-8				YRE K-5				
		K-5	6-8	9-12	A	B	C	D	A	B	C	D	
1	07/01 - 07/26	0	0	0	14	14	14	0	14	14	14	0	
2	07/29 - 08/23	0	0	0	20	20	5	14	20	20	5	14	
3	08/26 - 09/20	17	17	17	19	5	14	19	19	5	14	19	
4	09/23 - 10/18	20	20	20	4	14	20	20	3	15	20	20	
5	10/21 - 11/15	19	19	19	9	18	18	9	9	17	17	8	
6	11/18 - 12/13	16	17	18	18	18	8	10	18	18	8	10	
7	12/16 - 01/10	10	10	10	10	5	5	10	10	5	5	10	
8	01/13 - 02/07	19	19	18	13	5	19	19	14	5	19	19	
9	02/10 - 03/07	18	18	18	5	17	17	12	5	18	18	13	
10	03/10 - 04/04	19	18	19	19	19	16	3	19	19	16	3	
11	04/07 - 05/02	15	15	15	20	20	0	20	20	19	0	20	
12	05/05 - 05/30	19	19	19	19	0	19	19	19	0	19	19	
13	06/02 - 06/27	8	8	7	0	15	15	15	0	15	15	15	
14	06/30 - 06/30	0	0	0	0	0	0	0	0	0	0	0	
	<b>TOTALS</b>	180	180	180	170	170	170	170	170	170	170	170	

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
1	2	3	4	5				1	2	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27	28	29	30	31											
29	30	31			26	27	28	29	30	30					28	29	30	31											

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE									
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
6	7	8	9	10	3	4	5	6	7	3	4	5	6	7	10	11	12	13	14	7	8	9	10	11	5	6	7	8	9	2	3	4	5	6
13	14	15	16	17	10	11	12	13	14	10	11	12	13	14	14	15	16	17	18	12	13	14	15	16	9	10	11	12	13					
20	21	22	23	NSD	17	18	19	20	21	17	18	19	20	21	21	22	23	24	25	19	20	21	22	23	16	17	NSD	19	20					
27	28	29	30	31	24	25	26	27	28	24	25	26	27	28	28	29	30			26	27	28	29	30	23	24	25	26	27					

△ Students Return ○ Legal Holiday ⊗ Local Holiday □ School Recess T Teacher Prep Day M Minimum Day PC Parent Conference

**IMPORTANT DATES**

- Jul 4 Independence Day (legal holiday)
- Aug 29-30 New Teacher Orientation
- Sep 2 Labor Day (legal holiday)
- Sep 3-4 Teacher Prep Days
- Sep 5 **STUDENTS RETURN**
- Nov 8 **END OF FIRST QUARTER**  
Minimum Day
- Nov 11 Veterans Day (legal holiday)
- Nov 28-29 Thanksgiving Recess (legal/local holiday)
- Dec 23 Winter Recess Begins
- Dec 24 Christmas Eve (local holiday)
- Dec 25 Christmas Day (legal holiday)
- Dec 31 New Year's Eve (local holiday)
- Jan 1 New Year's Day (legal holiday)
- Jan 6 Return to School
- Jan 20 Martin Luther King Day (legal holiday)
- Jan 24 **END OF FIRST SEMESTER**  
Non Student Day  
Semester Grading
- Feb 14 Lincoln's Day (local holiday)
- Feb 17 President's Day (legal holiday)
- Mar 14 Admission's Day (in lieu of legal holiday)
- Apr 4 **END OF THIRD QUARTER**  
Minimum Day
- Apr 7-11 Spring Recess
- May 26 Memorial Day (legal holiday)
- Jun 16 Graduation - CSHS, MMHS
- Jun 17 **LAST DAY OF INSTRUCTION**  
Graduation - MVHS, VVHS  
Graduation - Bayside, Charter
- Jun 18 Non Student Day  
Semester Grading  
Minimum Workday, All Certificated

**SUMMER SCHOOL 2003**

- Jun 23-24 Teacher Prep Days (All levels)
  - Jun 25 Summer School Begins
  - Aug 7 Summer School Ends
- Possible Double Sessions**

School Month	Dates	Teaching Days											
		Tradition:			YRE 6-8				YRE K-5				
		K-5	6-8	9-12	A	B	C	D	A	B	C	D	
1	07/01 - 07/26	0	0	0	14	14	14	0	14	14	14	0	
2	07/29 - 08/23	0	0	0	20	20	5	14	20	20	5	14	
3	08/26 - 09/20	17	17	17	19	5	14	19	19	5	14	19	
4	09/23 - 10/18	20	20	20	4	14	20	20	3	15	20	20	
5	10/21 - 11/15	19	19	19	9	18	18	9	9	17	17	8	
6	11/18 - 12/13	16	17	18	18	18	8	10	18	18	8	10	
7	12/16 - 01/10	10	10	10	10	5	5	10	10	5	5	10	
8	01/13 - 02/07	19	19	18	13	5	19	19	14	5	19	19	
9	02/10 - 03/07	18	18	18	5	17	17	12	5	18	18	13	
10	03/10 - 04/04	19	19	19	19	19	16	3	19	19	16	3	
11	04/07 - 05/02	15	15	15	20	20	0	20	20	19	0	20	
12	05/05 - 05/30	19	19	19	19	0	19	19	19	0	19	19	
13	06/02 - 06/27	8	8	7	0	15	15	15	0	15	15	15	
14	06/30 - 06/30	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTALS</b>		180	180	180	170	170	170	170	170	170	170	170	

1st SEMESTER EXAM SCHEDULE: JUN 17, 2003 - JUN 18, 2003  
 7:50-9:00  
 9:50-10:00 (Passing)  
 10:00-12:00  
 12:00-12:40  
 12:40-2:40  
 2nd SEMESTER SCHEDULE (SAME AS 1st SEMESTER) JUN 17, JULY 16, JUN 17, 2003  
 Summer School Ends: August 7, 2003



## 2003-2004 YRE CALENDAR K-5 CURRENT SCHEDULE (IMPORTANT DATES)

<p>JUL 2-3 NEW TEACHER ORIENTATION/STAFF DEVELOPMENT 4 INDEPENDENCE DAY (LEGAL HOLIDAY) 7 TEACHER PREP DAY – TRACKS A, B, C 8 STUDENTS RETURN – TRACKS A, B, C</p>	<p>JAN 5 TRACKS A, C, D RETURN 16 PROGRESS REPORTS – TRACKS C, D 19 MARTIN LUTHER KING DAY (HOLIDAY) 30 END OF SECOND TRIMESTER – TRACK A LAST DAY – TRACK A MINIMUM DAY – TRACK A REPORT CARDS – TRACK A TEACHER PREP DAY – TRACK B</p>
<p>AUG 1 LAST DAY – TRACK C MINIMUM DAY – TRACK C TEACHER PREP DAY – TRACK D 4 STUDENTS RETURN – TRACK D 15 PROGRESS REPORTS – TRACKS A, B 28-29 NEW TEACHER ORIENTATION (YRE-TRACK D &amp; TRADITIONAL 29 LAST DAY – TRACK B MINIMUM DAY TRACK B</p>	<p>FEB 2 TRACK B RETURNS 13 LINCOLN'S BIRTHDAY (HOLIDAY) 16 PRESIDENT'S DAY (HOLIDAY) 27 END OF SECOND TRIMESTER – TRACK B, C, D LAST DAY – TRACK D MINIMUM DAY – TRACK D REPORT CARDS – TRACKS B, C, D</p>
<p>SEPT 1 LABOR DAY (HOLIDAY) 2 TRACK C RETURNS 12 PROGRESS REPORTS – TRACKS C, D 24 END OF FIRST TRIMESTER – TRACK A LAST DAY – TRACK A MINIMUM DAY – TRACK A 25-26 PARENT CONFERENCES – TRACK A REPORT CARDS – TRACK A 29 TRACK B RETURNS</p>	<p>MAR 1 TEACHER PREP DAY – TRACK A 2 TRACK A RETURNS 12 ADMISSION'S DAY (IN LIEU OF LEGAL HOLIDAY) 31 LAST DAY – TRACK C MINIMUM DAY – TRACK C TEACHER PREP DAY – TRACK D</p>
<p>OCT 29 END OF FIRST TRIMESTER – TRACKS B, C, D LAST DAY – TRACK D MINIMUM DAY – TRACK D 30-31 PARENT CONFERENCES – TRACKS B, C, D REPORT CARDS – TRACKS B, C, D</p>	<p>APR 1 TRACK D RETURNS 9 PROGRESS REPORTS – TRACKS A, B 30 LAST DAY – TRACK B MINIMUM DAY – TRACK B</p>
<p>NOV 3 TRACK A RETURNS 11 VETERAN'S DAY (HOLIDAY) 26 LAST DAY – TRACK C MINIMUM DAY – TRACK C 27 THANKSGIVING DAY (HOLIDAY) 28 THANKSGIVING RECESS (HOLIDAY)</p>	<p>MAY 3 TEACHER PREP DAY – TRACK C 4 TRACK C RETURNS 14 PROGRESS REPORTS – TRACKS C, D 21 MINIMUM DAY – TRACK A 28 END OF THIRD TRIMESTER – TRACK A LAST DAY OF INSTRUCTION – TRACK A MINIMUM DAY – TRACK A REPORT CARDS – TRACK A MINIMUM WORKDAY – TRACK A CERTIFICATED 31 MEMORIAL DAY (HOLIDAY)</p>
<p>DEC 1 TRACK D RETURNS 12 PROGRESS REPORTS – TRACKS A, B 19 LAST DAY – TRACK B MINIMUM DAY – TRACKS A, B, D 22 WINTER BREAK BEGINS</p>	<p>JUN 1 TRACK B RETURNS 11 MINIMUM DAY – TRACKS B, C, D 18 END OF THIRD TRIMESTER – TRACKS B, C, D LAST DAY OF INSTRUCTION – TRACKS B, C, D MINIMUM DAY – TRACKS B, C, D REPORT CARDS – TRACKS B, C, D MINIMUM WORKDAY – ALL CERTIFICATED</p>

# MORENO VALLEY UNIFIED SCHOOL DISTRICT YEAR ROUND EDUCATION 6-8 CALENDAR 2003-04

## JULY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A				H			T																									
B				H			T																									
C				H			T																									
D				H																												

## AUGUST

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D	T																														

## SEPTEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A	H																													
B	H																													
C	H																													
D	H																													

## OCTOBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## NOVEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B																														
C																														
D																														

## DECEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## JANUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A	H																														
B	H																														
C	H																														
D	H																														

## FEBRUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
A																													
B																													
C																													
D																													

## MARCH

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A	T																														
B																															
C																															
D																															

## APRIL

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B																														
C																														
D																														

## MAY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

## JUNE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B																														
C																														
D																														

H = HOLIDAY      T = TEACHER PREPARATION DAY      M = MINIMUM DAY FOR STUDENTS      PC = PARENT CONFERENCE

A shaded area is a regular school day and those days marked by an M are minimum days for students. Board approved: 02/12/02

Track A      Track B      Track C      Track D

## 2003-2004 YRE CALENDAR 6-8 CURRENT SCHEDULE (IMPORTANT DATES)

<p>JUL 2-3 NEW TEACHER ORIENTATION/STAFF DEVELOPMENT</p> <p>4 INDEPENDENCE DAY (LEGAL HOLIDAY)</p> <p>7 TEACHER PREP DAY - TRACKS A, B, C</p> <p>8 STUDENTS RETURN - TRACKS A, B, C</p>	<p>JAN 5 TRACKS A, C, D RETURN</p> <p>16 PROGRESS REPORTS - TRACKS C, D</p> <p>19 MARTIN LUTHER KING DAY (HOLIDAY)</p> <p>29 <b>END OF SECOND TRIMESTER - TRACK A</b> LAST DAY - TRACK A MINIMUM DAY - TRACK A</p> <p>30 PARENT CONFERENCES - TRACK A REPORT CARDS - TRACK A TEACHER PREP DAY - TRACK B</p>
<p>AUG 1 LAST DAY - TRACK C MINIMUM DAY - TRACK C TEACHER PREP DAY - TRACK D</p> <p>4 STUDENTS RETURN - TRACK D</p> <p>15 PROGRESS REPORTS - TRACKS A, B</p> <p>28-29 NEW TEACHER ORIENTATION (YRE-TRACK D &amp; TRADITIONAL)</p> <p>29 LAST DAY - TRACK B</p>	<p>FEB 2 TRACK B RETURNS</p> <p>13 LINCOLN'S BIRTHDAY (HOLIDAY)</p> <p>16 PRESIDENT'S DAY (HOLIDAY)</p> <p>26 <b>END OF SECOND TRIMESTER - TRACK B, C, D</b> LAST DAY - TRACK D MINIMUM DAY - TRACKS B, C, D</p> <p>27 PARENT CONFERENCES - TRACKS B, C, D REPORT CARDS - TRACKS B, C, D</p>
<p>SEPT 1 LABOR DAY (HOLIDAY)</p> <p>2 TRACK C RETURNS</p> <p>12 PROGRESS REPORTS - TRACKS C, D</p> <p>25 <b>END OF FIRST TRIMESTER - TRACK A</b> LAST DAY - TRACK A MINIMUM DAY - TRACK A</p> <p>26 PARENT CONFERENCES - TRACK A REPORT CARDS - TRACK A</p> <p>29 TRACK B RETURNS</p>	<p>MAR 1 TEACHER PREP DAY - TRACK A</p> <p>2 TRACK A RETURNS</p> <p>12 ADMISSION'S DAY (IN LIEU OF LEGAL HOLIDAY)</p> <p>31 LAST DAY - TRACK C TEACHER PREP DAY - TRACK D</p>
<p>OCT 30 <b>END OF FIRST TRIMESTER - TRACKS B, C, D</b> LAST DAY - TRACK D MINIMUM DAY - TRACKS B, C, D</p> <p>31 PARENT CONFERENCES - TRACKS B, C, D REPORT CARDS - TRACKS B, C, D</p>	<p>APR 1 TRACK D RETURNS</p> <p>9 PROGRESS REPORTS - TRACKS A, B</p> <p>30 LAST DAY - TRACK B</p>
<p>NOV 3 TRACK A RETURNS</p> <p>11 VETERAN'S DAY (HOLIDAY)</p> <p>26 LAST DAY - TRACK C</p> <p>27 THANKSGIVING DAY (HOLIDAY)</p> <p>28 THANKSGIVING RECESS (HOLIDAY)</p>	<p>MAY 3 TEACHER PREP DAY - TRACK C</p> <p>4 TRACK C RETURNS</p> <p>14 PROGRESS REPORTS - TRACKS C, D</p> <p>21 MINIMUM DAY - TRACK A</p> <p>28 <b>END OF THIRD TRIMESTER - TRACK A</b> LAST DAY OF INSTRUCTION - TRACK A MINIMUM DAY - TRACK A REPORT CARDS - TRACK A MINIMUM WORKDAY - TRACK A CERTIFICATED</p> <p>31 MEMORIAL DAY (HOLIDAY)</p>
<p>DEC 1 TRACK D RETURNS</p> <p>12 PROGRESS REPORTS - TRACKS A, B</p> <p>19 LAST DAY - TRACK B MINIMUM DAY - TRACKS A, B, D</p> <p>22 WINTER BREAK BEGINS</p>	<p>JUN 1 TRACK B RETURNS</p> <p>11 MINIMUM DAY - TRACKS B, C, D</p> <p>18 <b>END OF THIRD TRIMESTER - TRACKS B, C, D</b> LAST DAY OF INSTRUCTION - TRACKS B, C, D MINIMUM DAY - TRACKS B, C, D REPORT CARDS - TRACKS B, C, D MINIMUM WORKDAY - ALL CERTIFICATED</p>

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER									
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
	1	2	3	4					1	1	2	3	4	5		1	2	3								1	2	3	4	1	2	3	PC	PC
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12	6	7	8	9	10	3	4	5	6	7	8	9	10	11	12					
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17	10	11	12	13	14	15	16	17	18	M					
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24	17	18	19	20	21	22	23	24	25	26					
28	29	30	31	25	26	27	28	29	29	30				27	28	29	30	31	24	25	M	27	28	29	30	31								

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE									
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
			1	2	2	3	4	5	6	1	2	3	4	5				1	2	3	4	5	6	7				1	2					
5	6	7	8	9	9	10	11	12	13	8	9	10	11	12	5	6	7	8	9	10	11	12	13	14	7	8	9	10	M					
12	13	14	15	16	16	17	18	19	20	15	16	17	18	19	12	13	14	15	16	17	18	19	20	21	14	15	M	17	18					
19	20	21	22	23	23	24	25	26	27	22	23	24	25	26	19	20	21	22	23	24	25	26	27	28	21	22	23	24	25					
26	27	28	29	30						29	30	31			26	27	28	29	30	31					28	29	30							

Students Return  
  Legal Holiday  
  Local Holiday  
  School Recess  
 T Teacher Prep Day  
 M Minimum Day  
 PC Parent Conference

**SUMMER SCHOOL 2003**

Jun 24-25 Teacher Prep Days (All levels)  
 Jun 28 Summer School Begins  
 Jul 30 Summer School Ends

**Possible Double Sessions**

**IMPORTANT DATES**

Jul 4	Independence Day (legal holiday)
Aug 28-29	New Teacher Orientation
Sep 1	Labor Day (legal holiday)
Sep 2-3	Teacher Prep Days
Sep 4	<b>STUDENTS RETURN</b>
Nov 11	Veterans Day (legal holiday)
Nov 26	<b>END OF 1ST TRIMESTER</b> Minimum Day
Nov 27-28	Thanksgiving Recess (legal/local holiday)
Dec 4-5	Parent Conference
Dec 19	Minimum Day
Dec 22	Winter Recess Begins
Dec 24	Christmas Eve (local holiday)
Dec 25	Christmas Day (legal holiday)
Dec 31	New Year's Eve (local holiday)
Jan 1	New Year's Day (legal holiday)
Jan 5	Return to School
Jan 19	Martin Luther King Day (legal holiday)
Feb 13	Lincoln's Day (local holiday)
Feb 16	President's Day (legal holiday)
Mar 11	<b>END OF 2ND TRIMESTER</b> Minimum Day
Mar 12	Admission's Day (in lieu of legal holiday)
Apr 5-9	Spring Recess
May 31	Memorial Day (legal holiday)
Jun 11	Minimum Day
Jun 16	<b>LAST DAY OF INSTRUCTION</b> Minimum Workday, All Certificated

School Month	Date:	Teaching Days											
		Traditional			YRE 6-8				YRE K-5				
		K-5	6-8	9-12	A	B	C	D	A	B	C	D	
1	07/01-07/25	0	0	0	14	14	14	0	14	14	14	0	
2	07/28-08/22	0	0	0	20	20	5	15	20	20	5	15	
3	08/25-09/19	12	12	12	19	5	14	19	19	5	14	19	
4	09/22-10/17	20	20	20	4	15	20	20	3	15	20	20	
5	10/20-11/14	19	19	19	9	18	18	9	9	17	17	8	
6	11/17-12/12	16	17	18	18	18	8	10	18	18	8	10	
7	12/15-01/09	10	10	10	10	5	5	10	10	5	5	10	
8	01/12-02/06	19	19	18	13	5	19	19	14	5	19	19	
9	02/09-03/05	18	18	18	4	17	17	12	4	18	18	13	
10	03/08-04/02	19	18	19	19	19	17	2	19	19	17	2	
11	04/05-04/30	15	15	15	20	20	0	20	20	20	0	20	
12	05/03-05/28	20	20	20	20	0	19	20	20	0	19	20	
13	05/31-06/25	12	12	11	0	14	14	14	0	14	14	14	
14	06/28-06/30	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTALS</b>		180	180	180	170	170	170	170	170	170	170	170	

Board Approved: 02/12/02

Moreno Valley Unified School District - 9th Annual Year (6-8) Trimester Calendar 2002-03

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
	1	2	3	4					1	1	T	T	4	5			1	2	3						1	2	3	4	5
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12	6	7	8	9	10	3	4	5	6	7	8	9	10	11	PC
14	15	16	17	18	11	12	13	14	15	15	18	17	18	19	13	14	15	16	17	10	11	12	13	14	15	16	17	18	19
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24	17	18	19	20	21	22	23	24	25	26
28	29	30	31	25	26	27	28	29	29	30	27	28	29	30	31	24	25	M	27	28	29	30	31						

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
			1	2	2	3	4	5	6	1	2	3	4	5			1	2	3	4	5	6	7						
5	6	7	8	9	9	10	11	12	13	8	9	10	M	12	5	6	7	8	9	10	11	12	13	14	7	8	9	10	M
12	13	14	15	16	16	17	18	19	20	15	16	17	M	PC	12	13	14	15	16	17	18	19	20	21	14	15	M	17	18
19	20	21	22	23	23	24	25	26	27	22	23	24	25	26	19	20	21	22	23	24	25	26	27	28	21	22	M	24	25
26	27	28	29	30						29	30	31	26	27	28	29	30	31	28	29	30								

△ Students Return  
 ○ Legal Holiday  
 ◊ Local Holiday  
 □ School Recess  
 T Teacher Prep Day  
 M Minimum Day  
 PC Parent Conference

**SUMMER SCHOOL 2003**

Jun 24-25 Teacher Prep Days (All levels)  
 Jun 28 Summer School Begins  
 Jul 30 Summer School Ends

**Possible Double Sessions**

**IMPORTANT DATES**

Jul 4	Independence Day (legal holiday)
Aug 28-29	New Teacher Orientation
Sep 1	Labor Day (legal holiday)
Sep 2-3	Teacher Prep Days
Sep 4	<b>STUDENTS RETURN</b>
Nov 11	Veterans Day (legal holiday)
Nov 28	<b>END OF 1ST TRIMESTER</b>
	<b>Minimum Day</b>
Nov 27-28	Thanksgiving Recess (legal/local holiday)
Dec 12	Parent Conference
Dec 22	Winter Recess Begins
Dec 24	Christmas Eve (local holiday)
Dec 25	Christmas Day (legal holiday)
Dec 31	New Year's Eve (local holiday)
Jan 1	New Year's Day (legal holiday)
Jan 5	Return to School
Jan 19	Martin Luther King Day (legal holiday)
Jan 13	Lincoln's Day (local holiday)
Feb 16	President's Day (legal holiday)
Mar 11	<b>END OF 2ND TRIMESTER</b>
	<b>Minimum Day</b>
Mar 12	Admission's Day (in lieu of legal holiday)
Mar 18	Minimum Day
Mar 19	Parent Conference
Apr 5-9	Spring Recess
May 31	Memorial Day (legal holiday)
Jun 11	Minimum Day
Jun 16	<b>LAST DAY OF INSTRUCTION</b>
	Minimum Workday, All Certificated

School Month	Dates	Teaching Days										
		Traditional			YRE 6-8				YRE K-5			
		K-5	6-8	9-12	A	B	C	D	A	B	C	D
1	07/01-07/25	0	0	0	14	14	14	0	14	14	14	0
2	07/28-08/22	0	0	0	20	20	5	15	20	20	5	15
3	08/25-09/19	12	12	12	19	5	14	19	19	5	14	19
4	09/22-10/17	20	20	20	4	15	20	20	3	15	20	20
5	10/20-11/14	19	19	19	9	18	18	9	9	17	17	8
6	11/17-12/12	16	17	18	18	18	8	10	18	18	8	10
7	12/15-01/09	10	10	10	10	5	5	10	10	5	5	10
8	01/12-02/06	19	19	18	13	5	19	19	14	5	19	19
9	02/09-03/05	18	18	18	4	17	17	12	4	18	18	13
10	03/08-04/02	19	18	19	19	19	17	2	19	19	17	2
11	04/05-04/30	15	15	15	20	20	0	20	20	20	0	20
12	05/03-05/28	20	20	20	20	0	19	20	20	0	19	20
13	05/31-06/25	12	12	11	0	14	14	14	0	14	14	14
14	06/28-06/30	0	0	0	0	0	0	0	0	0	0	0
<b>TOTALS</b>		180	180	180	170	170	170	170	170	170	170	170

Board Approved: 02/12/02

Moreno Valley Unified School District Traditional Year (302) Calendar 2003-2004

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER									
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
	1	2	3	4					1	1	2	3	4	5			1	2	3											1	2	3	4	5
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12	6	7	8	9	10	3	4	5	6	M	8	9	10	11	12					
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17	10	11	12	13	14	15	16	17	18	19					
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24	17	18	19	20	21	22	23	24	25	26					
28	29	30	31	25	26	27	28	29	29	30	27	28	29	30	31	24	25	26	27	28	29	30	31											

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
			1	2	2	3	4	5	6	1	2	3	4	5				1	M	3	4	5	6	7					
5	6	7	8	9	9	10	11	12	13	8	9	10	11	12	5	6	7	8	9	10	11	12	13	14	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	15	16	17	18	19	12	13	14	15	16	17	18	19	20	21	14	15	NSD	17	18
19	20	21	22	NSD	23	24	25	26	27	22	23	24	25	26	19	20	21	22	23	24	25	26	27	28	21	22	23	24	25
26	27	28	29	30						29	30	31	26	27	28	29	30	31	28	29	30								

△ Students Return  
 ○ Legal Holiday  
 ◊ Local Holiday  
 □ School Recess  
 T Teacher Prep Day  
 M Minimum Day  
 PC Parent Conference  
 NSD Non-Student Day

**IMPORTANT DATES**

- Jul 4 Independence Day (legal holiday)
- Aug 28-29 New Teacher Orientation
- Sep 1 Labor Day (legal holiday)
- Sep 2-3 Teacher Prep Days
- Sep 4 **STUDENTS RETURN**
- Nov 7 **END OF FIRST QUARTER**  
Minimum Day
- Nov 11 Veterans Day (legal holiday)
- Nov 27-28 Thanksgiving Recess (legal/local holiday)
- Dec 22 Winter Recess Begins
- Dec 24 Christmas Eve (local holiday)
- Dec 25 Christmas Day (legal holiday)
- Dec 31 New Year's Eve (local holiday)
- Jan 1 New Year's Day (legal holiday)
- Jan 5 Return to School
- Jan 19 Martin Luther King Day (legal holiday)
- Jan 23 **END OF FIRST SEMESTER**  
Non Student Day  
Semester Grading
- Feb 13 Lincoln's Day (local holiday)
- Feb 16 President's Day (legal holiday)
- Mar 12 Admission's Day (in lieu of legal holiday)
- Apr 2 **END OF THIRD QUARTER**  
Minimum Day
- Apr 5-9 Spring Recess
- May 31 Memorial Day (legal holiday)
- Jun 14 Graduation - CSHS, MMHS
- Jun 15 Graduation - MVHS, VVHS
- Jun 15 Graduation - Bayside, Charter
- Jun 16 **LAST DAY OF INSTRUCTION**  
Non Student Day  
Minimum Workday, All Certificated

**SUMMER SCHOOL 2003**

- Jun 24-25 Teacher Prep Days (All levels)
  - Jun 28 Summer School Begins
  - Aug 6 Summer School Ends
- Possible Double Sessions**

School Month	Dates	Teaching Days											
		Traditional			YRE 6-8				YRE K-5				
		K-5	6-8	9-12	A	B	C	D	A	B	C	D	
1	07/01-07/25	0	0	0	14	14	14	0	14	14	14	0	
2	07/28-08/22	0	0	0	20	20	5	15	20	20	5	15	
3	08/25-09/19	12	12	12	19	5	14	19	19	5	14	19	
4	09/22-10/17	20	20	20	4	15	20	20	3	15	20	20	
5	10/20-11/14	19	19	19	9	18	18	9	9	17	17	8	
6	11/17-12/12	16	17	18	18	18	8	10	18	18	8	10	
7	12/15-01/09	10	10	10	10	5	5	10	10	5	5	10	
8	01/12-02/06	19	19	18	13	5	19	19	14	5	19	19	
9	02/09-03/05	18	18	18	4	17	17	12	4	18	18	13	
10	03/08-04/02	19	18	19	19	19	17	2	19	19	17	2	
11	04/05-04/30	15	15	15	20	20	0	20	20	20	0	20	
12	05/03-05/28	20	20	20	20	0	19	20	20	0	19	20	
13	05/31-06/25	12	12	11	0	14	14	14	0	14	14	14	
14	06/28-06/30	0	0	0	0	0	0	0	0	0	0	0	
<b>Totals</b>		<b>180</b>	<b>180</b>	<b>180</b>	<b>170</b>								

**1ST SEMESTER EXAM SCHEDULE (4-12)**      JAN 20, 2004      JAN 21, 2004      JAN 22, 2004  
 Period 1      Period 2  
 Period 3  
 Period 4  
 Period 5  
 Period 6  
 Period 7  
**2ND SEMESTER SCHEDULE (SAME AS 1ST SEMESTER) JUN 4, 2004      JUN 15, 2004      JUN 15, 2004**  
**Summer School Exams: August 5, 2004**

Board Approved: 02/12/02

Appendix D  
**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
OBSERVATION FORM**

**Name of Employee** \_\_\_\_\_

**Grade/Assignment** \_\_\_\_\_ **School(s)** \_\_\_\_\_

**Evaluator & Title** \_\_\_\_\_

**OBSERVATION DATE** \_\_\_\_\_ **DURATION** \_\_\_\_\_

**Observation Notes (attach other sheets as necessary):**

**Conclusions (include commendations and recommendations):**

**Employee Comments (optional):**

**This is your copy of the Observation. You may request a conference within five days to discuss the observation.**

A conference is requested by me and scheduled for \_\_\_\_\_

**Evaluator** \_\_\_\_\_ **Date of Report** \_\_\_\_\_

**Observation Received** \_\_\_\_\_ **Date** \_\_\_\_\_

**Copies to:**      **Employee**      **School**      **Personnel File**



**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
PERFORMANCE CRITERIA FOR CERTIFICATED PERSONNEL (TEACHER) EMPLOYEE**

1. **PROGRESS OF PUPILS TOWARD THE STANDARDS OF EXPECTED STUDENT ACHIEVEMENT**
  - ◆ Uses multiple sources of information to assess student progress
  - ◆ Uses assessments to identify student needs and guide instruction
  - ◆ Maintains record keeping system of student performance
  
2. **INSTRUCTIONAL TECHNIQUES/STRATEGIES**
  - ◆ Plans on short-term and long-range bases
  - ◆ Promotes participation of the learner and utilizes student life experiences
  - ◆ Provides for appropriate independent and/or group practice
  - ◆ Provides for appropriate review and practice
  - ◆ Establishes instructional goals and uses appropriate instructional techniques
  - ◆ Uses appropriate resource personnel to meet student needs
  - ◆ Uses standard English in written and oral communication
  - ◆ Provides students and parents (and staff as appropriate) with feedback on student performance
  - ◆ Assigns appropriate homework
  - ◆ Provides lesson plans for substitute teachers
  - ◆ Uses varied instructional materials, resources and technologies
  
3. **ADHERENCE TO CURRICULAR OBJECTIVES**
  - ◆ Follows California State Academic Content Standards and approved District curriculum
  - ◆ Uses District adopted textbooks in the instructional program
  - ◆ Organizes curriculum to support student understanding of subject matter
  - ◆ Plans and implements established Individual Educational Plans (IEPs) and Programs (this applies only to Special Services: RSP; LH; Speech and Language; Adaptive PE)
  
4. **THE ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT**
  - ◆ Follows site discipline procedures
  - ◆ Is sensitive to student needs
  - ◆ Uses appropriate motivation and reinforcement techniques
  - ◆ Maintains student control in the classroom
  - ◆ Reinforces learning activities through classroom environment
  - ◆ Is attentive to the health and safety of students
  - ◆ Manages instructional time appropriately
  - ◆ Works cooperatively with staff
  - ◆ Fulfills adjunct duties

The above indicators include the concepts of appropriateness and effectiveness in job responsibilities. Due to the special nature of certain assignments, additional indicators may be added under each or all performance criteria.



**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
PERFORMANCE CRITERIA FOR CERTIFICATED PERSONNEL (SCHOOL PSYCHOLOGIST) EMPLOYEE**

1. **ADHERES TO ESTABLISHED PROCEDURES IN A TIMELY MANNER**
  - ◆ Implements established services/programs
  - ◆ Plans for and implements school-wide procedures
  - ◆ Maintains required records accurately
  
2. **FULFILLS RESPONSIBILITIES TO STUDENTS, PARENTS, AND STAFF**
  - ◆ Assists teachers with identified student needs
  - ◆ Provides students and parents (and staff as appropriate) with feedback on student performance
  - ◆ Completes tasks in a timely manner
  
3. **DEMONSTRATES KNOWLEDGE OF JOB RESPONSIBILITIES AND JOB CONTENT**
  - ◆ Maintains current knowledge related to assignment
  - ◆ Demonstrates knowledge related to assigned responsibilities

The above indicators include the concepts of appropriateness and effectiveness in job responsibilities. Due to the special nature of certain assignments, additional indicators may be added under each or all performance criteria.



**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
PERFORMANCE CRITERIA FOR CERTIFICATED PERSONNEL (COUNSELOR) EMPLOYEE**

1. **GUIDANCE LESSONS**
  - ◆ Uses appropriate content and materials for grade level
  - ◆ Establishes rapport with participants
  - ◆ Delivers lessons effectively
  
2. **SMALL GROUP AND INDIVIDUAL COUNSELING**
  - ◆ Guidance is accessible to students
  - ◆ Responds in a timely manner to counseling referrals
  - ◆ Meets with students to design/review school four year plan (high school)
  
3. **PREVENTION/INTERVENTION SERVICES**
  - ◆ Demonstrates involvement with Student Assistance Program (secondary)
  - ◆ Assists in implementation or support of conflict resolution/peer mediation program
  - ◆ Participates in crisis response
  
4. **CONSULTATION AND COLLABORATION**
  - ◆ Establishes professional relationships with staff, parents and students
  - ◆ Provides knowledge and support of site/district programs for student services
  - ◆ Promotes team approach to problem solving
  - ◆ Interprets academic/career assessments
  - ◆ Provides knowledge of academic and support resources in the community
  - ◆ Makes appropriate referrals
  - ◆ Provides/assists in guidance related staff inservices
  
5. **PROGRAM COORDINATION**
  - ◆ Assists in planning, evaluating, and revising site counseling and guidance program based on the National Standards Counseling Programs
  - ◆ Establishes a calendar of guidance activities
  - ◆ Promotes counseling and guidance program to students, parents, staff
  - ◆ Promotes equity and access for all students
  - ◆ Advocates for student needs

The above indicators include the concepts of appropriateness and effectiveness in job responsibilities. Due to the special nature of certain assignments, additional indicators may be added under each or all performance criteria.



**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
PERFORMANCE CRITERIA FOR CERTIFICATED PERSONNEL (NON-TEACHING) EMPLOYEE**

1. ADHERES TO ESTABLISHED PROCEDURES IN A TIMELY MANNER
  - ◆ Implements established services/programs
  - ◆ Plans for and implements school-wide procedures
  - ◆ Maintains required records accurately
  
2. FULFILLS RESPONSIBILITIES TO STUDENTS, PARENTS, AND STAFF
  - ◆ Assists teachers with identified student needs
  - ◆ Provides students and parents (and staff as appropriate) with feedback on student performance
  - ◆ Completes tasks in a timely manner
  
3. DEMONSTRATES KNOWLEDGE OF JOB RESPONSIBILITIES AND JOB CONTENT
  - ◆ Maintains current knowledge related to assignment
  - ◆ Demonstrates knowledge related to assigned responsibilities

The above Indicators include the concepts of appropriateness and effectiveness in job responsibilities. Due to the special nature of certain assignments, additional indicators may be added under each or all performance criteria.

**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
REMEDICATION PLAN**

Page \_\_\_ of \_\_\_ page(s)

EMPLOYEE \_\_\_\_\_ GRADE/ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_ SCHOOL \_\_\_\_\_

DATE REMEDIATION PLAN INITIATED \_\_\_\_\_

TIME PERIOD FOR REMEDIATION PLAN (MAXIMUM 6 WEEKS) \_\_\_\_\_

DATE FOR EVALUATION OF PROGRESS ON REMEDIATION PLAN \_\_\_\_\_

The Evaluator has identified abilities/skills needing remediation. This Remediation Plan is written to remediate those areas. The Employee and the Evaluator shall generate the plan in concert, but the Evaluator retains the right of approval of the plan. The employee has the right to attach comments to the Remediation Plan.

ABILITIES/SKILLS NEEDING REMEDIATION (See Performance Criteria):

ACTIVITIES TO BE IMPLEMENTED TO REMEDY IDENTIFIED ABILITIES/SKILLS:

REMEDICATION PLAN APPROVED BY EVALUATOR \_\_\_\_\_ DATE \_\_\_\_\_

REMEDICATION PLAN APPROVED BY EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_

COPY TO BE PROVIDED TO ASSOCIATION UNLESS THIS BOX IS INITIALED BY EMPLOYEE

EVALUATION OF PROGRESS:

REMEDICATION PLAN EVALUATION RATING

{ } Satisfactory

{ } Needs to Improve

{ } Unsatisfactory

EVALUATOR \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COPIES TO: PERSONNEL SCHOOL EMPLOYEE ASSOCIATION

Rev 9/01 ss

Appendix E

Grievance Number \_\_\_\_\_  
Call Association for Number

**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
CERTIFICATED GRIEVANCE FORM – Level 1 and 2**

A grievance is a claim by an employee that an express term of the Certificated Employees Collective Bargaining Agreement has been violated by the District and that, because of such violation, an employee's rights have been adversely affected.

Before submitting a written grievance, the grievant shall first have a conference with the employee's immediate supervisor to present the grievance orally and to attempt to resolve it informally.

If the attempt at informal resolution is not successful, the grievance shall be reduced to writing using this form which must be submitted to the employee's immediate supervisor within 20 working days of the claimed violation. The administrator shall answer the grievance in writing within 10 working days after receipt of the grievance.

Employee Name \_\_\_\_\_ Work Location \_\_\_\_\_

Date of Grievance \_\_\_\_\_ Date Filed \_\_\_\_\_

Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_

Specific Sections and Terms of Agreement Violated \_\_\_\_\_  
\_\_\_\_\_

Remedy Sought \_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL ONE: INFORMAL CONFERENCE**

Name of Supervisor \_\_\_\_\_ Date of Conference \_\_\_\_\_

**LEVEL TWO: IMMEDIATE SUPERVISOR**

Supervisor's Signature \_\_\_\_\_ Date Received \_\_\_\_\_

Immediate Supervisor's Decision \_\_\_\_\_  
(Render within 10 workdays)

Grievance Resolved \_\_\_\_\_ Decision Appealed \_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

RECORD COPY – ATTACH TO LEVEL 3, 4, 5 FORM IF GRIEVANCE IS NOT RESOLVED.  
ASSOCIATION COPY – DETACH AND MAIL AFTER LEVEL 2.  
GRIEVANT COPY – DETACH AFTER LEVEL 2

Grievance Number \_\_\_\_\_

**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
CERTIFICATED GRIEVANCE FORM – Level 3, 4, and 5**

**LEVEL THREE: SUPERINTENDENT**

(Submit within 10 days of Level Two decision)

Superintendent's Signature \_\_\_\_\_ Date Received \_\_\_\_\_

Superintendent's Decision \_\_\_\_\_  
(Render within 10 working days)

Grievance Resolved \_\_\_\_\_ Decision Appealed \_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

**If Level Three decision is appealed, submit immediately to MVEA**

**LEVEL FOUR: MEDIATION BY ASSOCIATION**

(Submit within 10 workdays of Level Three decision)

Date of Request for Mediation \_\_\_\_\_

Date of Request for Mediator Submitted to CSCS \_\_\_\_\_  
(Submit within 5 days of request for mediation)

Decision of Mediator \_\_\_\_\_

Grievance Resolved \_\_\_\_\_ Decision Appealed \_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL FIVE: ARBITRATION**

(Submit within 10 workdays of Level Four decision)

Date of Request for Arbitration \_\_\_\_\_

Name of Arbitrator agreed to \_\_\_\_\_

Decision of Arbitrator \_\_\_\_\_

**APPENDIX F**

**SALARY AGREEMENT FOR EMPLOYEES PAID  
ON A TWELFTHLY BASIS**

I, \_\_\_\_\_, hereby request that I be paid my salary as a certificated employee of the Moreno Valley Unified School District on a twelfthly basis, effective July 1, 20\_\_\_\_. I understand that I may be paid salary amounts in advance of my earning such amounts, and I agree that if I fail to earn such amounts by the end of the school year, or by the termination of my employment (whichever first occurs), the District may withhold from my final paycheck(s) a sum equal to any unearned amounts paid me in advance. If my final pay check(s) will not cover such amounts, I agree to repay the District for any unearned amounts paid me, such payment to be made at the time of termination.

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

Appendix G  
**MORENO VALLEY UNIFIED SCHOOL DISTRICT**  
**NOTICE OF SUSPENSION FROM CLASS**

Date \_\_\_\_\_

Dear Parent or Guardian of \_\_\_\_\_  
Student Name

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Your son/daughter has been suspended from class on \_\_\_\_\_ and may return to class on \_\_\_\_\_  
Date(s) Date

Education Code Section 48910 states that teachers may suspend any pupil from his or her class, for any acts enumerated in Section 48900 of the California Education Code for the day of the suspension and the day following. The acts listed in the Education Code 48900 which your child violated was/were:

- |  |  |
|--|--|
| <input type="checkbox"/> (a) Caused, attempted to cause, or threatened to cause physical injury to another person.<br><br><input type="checkbox"/> (b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any other object, the pupil had obtained written permission to possess the item from a certified school employee, which is concurred in by the principal or the designee of the principal.<br><br><input type="checkbox"/> (c) Unlawfully possessed, used, or otherwise furnished, or been under the influence of, any controlled substance (commencing with Section 11053 of Division 10 of the Health and Safety Code) alcoholic beverage, or intoxicant of any kind.<br><br><input type="checkbox"/> (d) Unlawfully offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage, or intoxicant of any kind.<br><br><input type="checkbox"/> (e) Committed robbery or extortion.<br><br><input type="checkbox"/> (f) Caused or attempted to cause damage to school property or private property.<br><br><input type="checkbox"/> (g) Stole or attempted to steal school or private property.<br><br><input type="checkbox"/> (h) Possessed or used tobacco, or any products containing tobacco or nicotine products.<br><br><input type="checkbox"/> (i) Committed an obscene act or engaged in habitual profanity or vulgarity.<br><br><input type="checkbox"/> (j) Had unlawful possession of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia. | <input type="checkbox"/> (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.<br><br><input type="checkbox"/> (l) Knowingly received stolen school property or private property.<br><br><input type="checkbox"/> (m) Possession of an imitation firearm.<br><br><input type="checkbox"/> (n) Committed or attempted to commit a sexual assault or committed a sexual battery.<br><br><input type="checkbox"/> (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.<br><br><input type="checkbox"/> (q) A pupil who aids or abets the infliction or attempted infliction of physical injury to another person.<br><input type="checkbox"/> 48900.2 & 212.5 Sexual harassment of any kind.<br><input type="checkbox"/> 48900.3 Students in grades 4-12 that have caused, attempted to cause, threatened to cause, or participated in any act of hate violence to deface, damage, or destroy real property of any other person for the purpose of intimidating or interfering with the constitutional rights of another person because of the person's race, color, religion, ancestry, national origin or sexual orientation, as defined in Education Code 33032.5<br><input type="checkbox"/> 48900.4 Students in grades 4-12 who intentionally engage in harassment, threats or intimidation, directed against a pupil or a group of pupils that is sufficiently severe or pervasive to have the actual and reasonable expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.<br><input type="checkbox"/> 48900.7 Student will not participate in terroristic threats against school officials or school property or both. |
|--|--|

Specifically, your child: (description of incident) \_\_\_\_\_

After repeated attempts to correct your child's behavior and Pursuant to Education Code 48903, state law requires a parent/teacher conference regarding your son/ daughter's behavior:

I will be able to meet with you on \_\_\_\_\_ at \_\_\_\_\_  
Date Time

A telephone call was made on \_\_\_\_\_ at \_\_\_\_\_ to \_\_\_\_\_  
Date Time Phone Number

I was unable to make contact by phone. If the above date and time is not convenient to meet, please call the school to schedule a more convenient time to meet. I am anxious to work with you to provide an appropriate program for your child. If you have a better method to contact you, please print it on the line \_\_\_\_\_

Besides a phone attempt, you are being informed of this suspension by:  letter mailed to the above address.  letter hand delivered.

Teacher Name \_\_\_\_\_ School \_\_\_\_\_ Phone Number \_\_\_\_\_

Other contact information \_\_\_\_\_

SIDE LETTER AGREEMENT

\* Article I, Section 1  
Adult Education Teachers

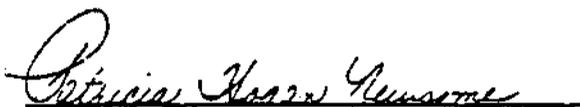
The Moreno Valley Unified School District ("District") and the Moreno Valley Educators Association ("Association") agree as follows:

1. The District and the Association agree that sixty percent (60%) of a full-time assignment for adult education teachers is 15.25 hours per week.
2. The District and the Association agree that credentialed adult education teachers who work 60% or more of a full-time assignment (15.25 hours per week or more) shall be in the bargaining unit represented by the Association; other adult education personnel shall not be in the bargaining unit.

Date: May 1, 1992

Moreno Valley Unified School District

Moreno Valley Educators Association



Patricia Hogan-Newsome  
Assistant Superintendent  
Personnel Services Division



Craig Gesner  
Negotiations Spokesperson

(\*Note: Article I has been renumbered as Article III)

MORENO VALLEY UNIFIED SCHOOL DISTRICT  
AND  
ASSOCIATED TEACHERS OF METROPOLITAN RIVERSIDE

SIDE LETTER AGREEMENT  
TO ARTICLE IV, SECTION 2

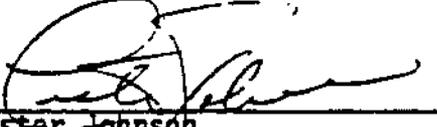
The Moreno Valley Unified School District ("the District") and the Associated Teachers of Metropolitan Riverside, Moreno Valley Caucus ("the Association"), agree as follows:

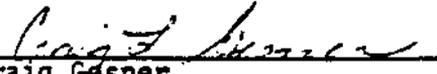
The Association may use the District's internal mail system to the extent permitted by law. The District and the Association agree that the issue of whether the Association as the exclusive representative may use the District's site-to-site pouch system is unsettled legally. The District and the Association therefore agree that the Association may use the pouch system on the same basis it has in the past, with the understanding that such usage will cease if it is found to be unlawful. The Association agrees that it shall be legally responsible for any fines, penalties or fees assessed against the Association or the District resulting from the Association's continued use of the pouch system during the time that the Association's right to use the system is legally unsettled.

Dated: February 25, 1989

Moreno Valley Unified  
School District

Associated Teachers of Metropolitan  
Riverside, Moreno Valley Caucus

By   
Lester Johnson  
Assistant Superintendent  
Personnel Services

By   
Craig Gesner  
Negotiations Spokesperson

(\*Note: Article IV has been renumbered as Article V)

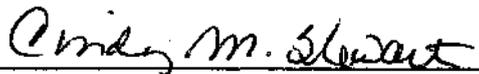
**MORENO VALLEY UNIFIED SCHOOL DISTRICT**  
**AND**  
**MORENO VALLEY EDUCATORS ASSOCIATION**  
**SIDE LETTER**  
**ARTICLE VII – SALARIES**

The Moreno Valley Unified School District (the "District") and the Moreno Valley Educators Association (the "Association") agree:

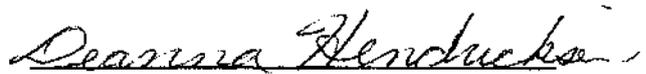
Pursuant to the conditions set forth by the California Legislature in the Staff Development Reform Program, staff development days in the 1999-00 school year will be conducted by the Moreno Valley School District. Certificated classroom teachers who are eligible and choose to participate, on a voluntary basis, in the Staff Development Reform Program, will be paid 85% of the legislated staff development allowance per day; the remaining 15% will be reimbursed to school sites for administrative costs related to the Staff Development Reform Program.

Site-based committees shall be established to provide input into Staff Development Reform Program activities. When required, District-wide committees shall be established as provided in Article XI – Professional Working Environment, Section 1(d) to address identified District-wide staff development needs.

Date: 5-99



Moreno Valley Unified School District



Moreno Valley Educators Association

**MORENO VALLEY UNIFIED SCHOOL DISTRICT**

**AND**

**MORENO VALLEY EDUCATORS ASSOCIATION**

**SIDE LETTER  
ARTICLE VIII - BENEFITS**

The Moreno Valley Unified School District (District) and the Moreno Valley Educators Association (Association) agree to:

Place \$503,500 toward reduction of increased out-of-pocket benefits' costs for Certificated employees for the 2002-03 school year only.

6/6/02

Date

Cindy M. Stewart

Moreno Valley Unified School District

6/06/02

Date

John Alkermes

Moreno Valley Educators Association

MORENO VALLEY UNIFIED SCHOOL DISTRICT  
AND  
MORENO VALLEY EDUCATORS ASSOCIATION

SIDE LETTER AGREEMENT  
ARTICLE VIII - EMPLOYEE BENEFITS

The Moreno Valley Unified School District (the "District") and the Moreno Valley Educators Association (the "Association") agree as follows:

Extended health benefits coverage pursuant to the collective bargaining agreement which was in effect from July 1, 1993 to June 30, 1995, shall be extended to any employee electing to retire from the District, who meets the qualifications listed below:

1. Was employed by the District prior to July 1, 1995;
2. Has more than five (5) but less than ten (10) years of District service; and
3. Is eligible to draw STRS/PERS benefits at the time of retirement.

The terms of this agreement shall continue through June 30, 2000.

Date: 3-12-97

Moreno Valley Unified School District

Moreno Valley Educators Association

By: [Signature]

By: [Signature]

It was determined that the intent of the above agreement was mis-stated in the last sentence. The last sentence is corrected to read:

The terms of this agreement shall continue through June 30, 2004.

Date: 3-5-99

By: [Signature]  
Moreno Valley Unified School District

By: [Signature]  
Moreno Valley Educators Association.

MORENO VALLEY UNIFIED SCHOOL DISTRICT  
AND  
ASSOCIATED TEACHERS OF METROPOLITAN RIVERSIDE

SIDE LETTER AGREEMENT  
TO ARTICLE X, SECTION 1

The Moreno Valley Unified School District ("the District") and the Associated Teachers of Metropolitan Riverside, Moreno Valley Caucus ("the Association"), agree as follows:

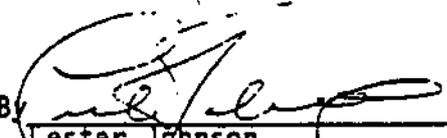
1. Psychologists' assignments will be as follows:
  - (a) K-8 assignments to be designated using a total student population of approximately 2,100 students to one (1) psychologist.
  - (b) 9-12 assignments to be determined by using a case load averaging 2,500 students to one (1) psychologist.
2.
  - (a) Assignments will be reviewed in January. Assessments in the range of 40-45 will be considered a full assignment at that time.
  - (b) Assignments will be reviewed again in April using the same criteria. Assessments in the 80-90 range will be considered a full load.
  - (c) Psychologists with fewer than the specific number of assessments will be subject to reassignment to sites with assessments reported above the benchmark figures.
3. The current system used by psychologists to report assessment activity will be revised. The revised format will be a continuous assessment log kept at each site with monthly activities copied and sent to the central office for purposes of tallying assessment activity. Principals at each site will sign off on the monthly assessment report.
4. If all psychologists are carrying a "full load" of assessments in January or April, the psychologists will be offered extra duty pay to conduct overflow assessments. These assessments will be conducted outside the regular workday. One (1) workday will be allowed for each child to be assessed including test time, test interpretation time, report writing, and attendance at one (1) IEP meeting. If the case involved more than one (1) IEP meeting, subsequent meetings will be the responsibility of the home school psychologist.

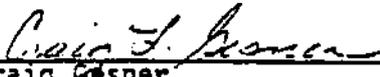
5. A committee of two (2) Association and two (2) District members will meet in the Spring of 1990 to review these procedures.

Dated: June 30, 1989

Moreno Valley Unified  
School District

Associated Teachers of Metropolitan  
Riverside, Moreno Valley Caucus

By   
Lester Johnson  
Assistant Superintendent  
Personnel Services

By   
Craig Besner  
Negotiations Spokesperson

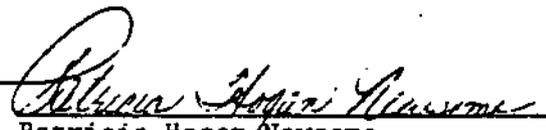
Amend paragraph 5 above to read as follows:

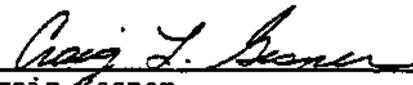
5. A committee of two (2) Association and two (2) District members shall meet to review the Side Letter and make recommendations for revision. Such recommendations will be brought back to the bargaining table.

Dated: March 27, 1992

Moreno Valley Unified School District

Moreno Valley Educators Association

  
Patricia Hogan-Newsome  
Assistant Superintendent  
Personnel Services Division

  
Craig Besner  
Negotiations Spokesperson

**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
AND  
MORENO VALLEY EDUCATORS ASSOCIATION**

**SIDE LETTER AGREEMENT  
TO ARTICLE X, SECTIONS 2 AND 7  
AND ARTICLE XIII, SECTION 2**

In an effort to establish a middle school program that meets student needs, the 360 minute student day shall be divided between regular classroom instruction and components of a supervisory nature. The Moreno Valley Unified School District and the Moreno Valley Educators Association agree as follows:

1. The discretionary component of the middle school day shall be determined at each individual site in the following manner:
  - (a) The principal will chair a committee of five (5) members.
  - (b) The MVEA Site Representatives will conduct a January election to select members of the committee.
  - (c) The purpose of this committee shall be to conduct a school-wide evaluation of the current program and to make proposals regarding changes in the program to utilize the non-instructional portions of the middle school day for the following year.
  - (d) All unit members at the site shall receive a copy of the proposal at least three (3) days prior to a regularly scheduled faculty meeting. This proposal shall include a detailed description of each component to be discussed at the faculty meeting. The detailed description shall also include the proposed staff involved, the approximate number of students assigned, and the places to be assigned.
  - (e) The proposed draft will be considered and discussed at regularly scheduled faculty meeting(s).
  - (f) After a consensus of the faculty has been reached, any change in the program will be cleared through the School Site Council and implemented the following school year. Any changes recommended by the School Site Council must have faculty consensus prior to implementation. Consensus is defined as a problem-solving or team-building process to develop general agreement whereby the faculty will accept the plan although it is not necessarily the preference of all.
2. All instructional periods shall be equal in length at each site and consist of no less than fifty (50) minutes nor more than fifty-five (55) minutes excluding testing days.
3. Each site may include break(s) upon consensus of the faculty and agreement of the administration; if such break(s) require supervision, break(s) will not be scheduled without consensus of the faculty.
4. The school day shall include one or more of the following components. These components shall be supervisory in nature and shall not require additional preparation, instructional duties, or follow-up disciplinary actions:

Side Letter Agreement  
Article X, Sections 2 and 7  
Article XIII, Section 2  
Page 2

- (a) Sustained Silent Reading
- (b) Homeroom
- (c) Study Hall
- (d) Other Student Support Activities.

5. All components elected to be included in the daily program must meet the following conditions:

(a) All full-time certificated employees assigned to a teaching position at each site will participate in each selected component. Counselors and other non-teaching certificated employees may be utilized at each site as determined by the school program. The supervisory component does not count for total number of student contacts per day (Article XIII).

(b) There will be equitable distribution of students during the supervisory components, accomplished by assuring equitable assignment of the staff to students in available space that is both adequate and appropriate for these purposes.

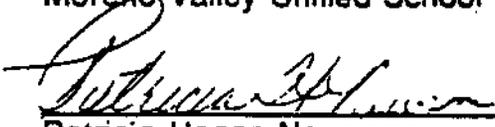
(c) The District will evaluate unit members in regard to supervisory component assignments only as to the unit member's establishment and maintenance of a suitable environment for the specific activity in question, within the scope of the employee's responsibilities.

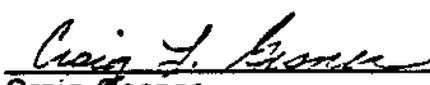
6. This Side Letter will expire at the end of the 1995-96 school year.

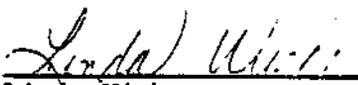
Date: 1/25/94

Moreno Valley Unified School District

Moreno Valley Educators Association

  
\_\_\_\_\_  
Patricia Hogan-Newsome  
Associate Superintendent  
Personnel Services

  
\_\_\_\_\_  
Craig Gesner  
Negotiations Spokesperson

  
\_\_\_\_\_  
Linda Wisler  
Associate Superintendent  
Instructional Services

Moreno Valley Educators Association  
And  
Moreno Valley Unified School District

October 23, 1998

SIDE LETTER AGREEMENT  
ARTICLE XIII - CLASS SIZE  
(tentative)

This side letter shall not supersede current contract language.

The Moreno Valley Unified School District (the "District") and the Moreno Valley Educators Association (the "Association") agree that there are circumstances when class size/case loads exceed the limits as defined in Article XIII. When established resolution processes are untenable, one of the following will be mutually agreed upon a resolution.

When established resolution processes are untenable one of the following will be mutually agreed upon by the principal and representative of the District, the teacher, and representative from the Association.

1. Provide one (1) release day per month for activities related to instruction at a District facility or an approved activity outside of the District. (location to be identified to administration)
2. The teacher shall have the flexibility to exceed defined limitations for programmatic reasons without compensation.
3. Elementary teachers will be paid the contractual hourly rate for additional students over the contractual class size/caseload limits according to the following:
  - ♦ Each day the contractual class-size limit is exceeded by one (1) student per day, the teacher will be paid the contractual hourly rate.
  - ♦ Each day the contractual class-size limit is exceeded by two (2) to five (5) students, the teacher will be paid the contractual hourly rate times two (2).
4. Secondary teachers will be paid the contractual hourly rate for additional students over the contractual class size/caseload limits according to the following:
  - ♦ Each day the contractual class-size limit is exceeded by one or more students in one or more periods per day, the teacher will be paid the contractual hourly rate. An additional incremental increase of the contractual hourly rate shall not apply until the teacher's student caseload contractual limitation is exceeded by five (5) students. (e.g. if the contractual limit is 36 students per period and the teacher will receive the contractual hourly rate times one (1).)

OR

- ♦ Each day the contractual caseload limit is exceeded by one to five students per day, the teacher will be paid the contractual hourly rate. For each additional one to five students above the caseload contractual limits, the contractual hourly rate will be increased incrementally (e.g. if the contractual limit is 165 and the teacher has 171 to 175 students, the teacher will receive the contractual hourly rate times two.)
- 5. At the secondary level, teacher(s) shall receive 1/6 of their daily rate as compensation for teaching an additional period.
- 6. At the secondary level, implement a 6/4 teacher schedule. The teacher reaches six periods daily for the first semester and teaches four periods daily and receives two preparation periods the second semester. Additional compensation shall not apply.

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

*March 31, 1999*

*Suzanne M. Pickus*  
Moreno Valley Unified School District

*Deanne Hendrickson*  
Moreno Valley Educators Association

**MORENO VALLEY  
UNIFIED SCHOOL DISTRICT  
AND  
ASSOCIATED TEACHERS OF  
METROPOLITAN RIVERSIDE**

**SIDE LETTER**

The Moreno Valley Unified School District (the "District") and the Associated Teachers of Metropolitan Riverside (the "Association") agree that Article XIII, Section 2 (Class Size-Class Averages) will be interpreted as follows.

(1) If a teacher in a multi-period assignment has one student in more than one period (or equivalent thereof), the student shall be counted for each period in which he/she is assigned, pursuant to past practice.

(2) If a teacher in a multi-period assignment is assigned to a team-teaching or other multi-teacher assignment, the class size in any period of such assignment shall be computed by dividing the total number of students assigned to the teachers for the period by the total number of teachers (or full-time equivalents) assigned to the students.

Moreno Valley Unified School District

Catherine B. Hagen

Robert C. Lee

Associated Teachers of Metropolitan Riverside

Dan Threatt

Dated: July 15, 1983

SIDE LETTER REGARDING  
EFFECTIVE PLANNING IN INSTRUCTION

The District and the Association have engaged in lengthy discussions regarding effective planning and its role in classroom instruction. Article XIV,\* Section 2(c) of the 1988-91 Certificated Employees Collective Bargaining Agreement provides as follows: "The District shall not require that lesson planning be done in any particular format or require lesson plans to be turned in on a regular (daily or weekly) basis unless the employee has received notice of 'needs to improve' or 'unsatisfactory' performance. The District may request a lesson plan to be provided prior to a prescheduled observation."

In interpreting this language, the District and the Association have agreed as follows:

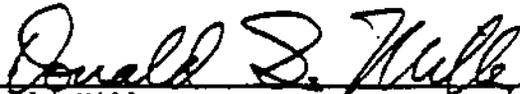
1. The District, in evaluating the instructional techniques and strategies of a particular certificated bargaining unit member pursuant to the Evaluation Form, Appendix D(5)(Agreement, page 91), will evaluate whether the unit member plans on a weekly and long-range basis, as well as whether the unit member provides appropriate instruction in an observed classroom situation. When conducting a prescheduled or non-scheduled observation, the District evaluator may require evidence of weekly and long-range planning. Such evidence need not be in lesson plan or any particular format, but must be sufficient to indicate that the required planning has been done and that the curriculum is being implemented.
2. Whether or not a bargaining unit member has adequately planned a particular lesson will generally be evident from the observation of the lesson itself.
3. The District will not require any unit member to provide a lesson plan for an individual lesson in any particular format unless the employee has received a notice of "needs to improve" or "unsatisfactory" performance.
4. The District will not require lesson plans to be turned in on a daily or weekly basis unless the employee has received a notice of "needs to improve" or "unsatisfactory" performance.
5. The District may request a lesson plan to be provided prior to a prescheduled observation.
6. The District and the Association encourage all unit members to plan sufficiently on a daily, weekly, and long-term basis for the purpose of ensuring that instruction is appropriate and consistent with the needs of the students.

Dated: May 30, 1990

Moreno Valley Unified  
School District

By   
Lester Johnson  
Associate Superintendent  
Personnel Services

Associated Teachers of Metropolitan  
Riverside

By   
Donald Miller  
ATMR Caucus Vice President

(\*Note: Article XIV has been renumbered as Article XV)

MORENO VALLEY UNIFIED SCHOOL DISTRICT

AND

MORENO VALLEY EDUCATORS ASSOCIATION

SIDE LETTER

HIGH SCHOOL NINE PERIOD DAY ASSIGNMENTS

The implementation of the High School Nine Period Day will commence with the 2000-2001 school year. The Moreno Valley Unified School District (the "District") and the Moreno Valley Educators Association (the "Association") agree that:

1. During the implementation of the High School Nine Period Day schedule, the faculty and administration will meet to discuss the most equitable determination of start time assignments. It is the intent of this Side Letter to allow the faculty and administration of the designated High School Sites to determine start time assignments to the greatest extent possible on a collaborative basis. The District retains the right to make final assignments. If start time assignment agreement is not reached during the process, the site administrator shall assign teachers using the following criteria:
  - (a) The educational needs of the program
  - (b) Seniority at the Site
  - (c) Seniority in the District
2. Unresolved conflicts regarding start time placement can be appealed to the Superintendent or designee who will render a decision within ten (10) workdays of written appeal.
3. At the conclusion of each school year, the faculty and site administration will meet to determine start time assignments for the following year. If agreement cannot be reached, the site administration will make decisions using the criteria listed above (See Article X, Section 1).
4. For the purpose of addressing start time assignments, unit members involuntarily placed on other than requested start times shall have the first right of assignment to a previously requested start time.
5. Teachers will not be required to work a split schedule.
6. With the exception of established adjunct duty assignments, no additional supervisory duties shall result from the adoption of the Nine Period Day.

This side letter will be reviewed by the District and Association annually or more frequently as mutually determined.

Date: 7-6-00

Katherine Underwood  
Moreno Valley Unified School District

Emily M. Stewart  
Moreno Valley Educators Association

MORENO VALLEY UNIFIED SCHOOL DISTRICT

AND

MORENO VALLEY EDUCATORS ASSOCIATION

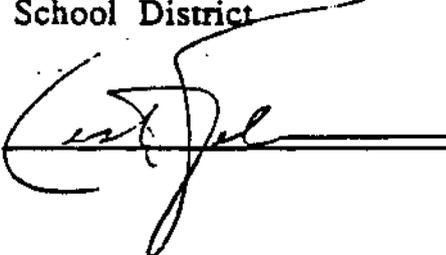
SIDE LETTER

The Moreno Valley Unified School District (the "District") and the Moreno Valley Educators Association (the "Association") agree that:

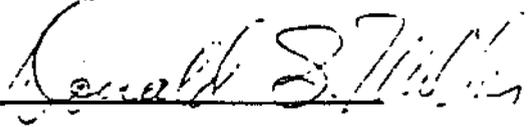
Upon the annual approval of the Board of Education, Program Specialists will work an eight (8) hour day for two hundred (200) days. They will be paid on a separate salary schedule which will reflect the number of days and hours worked and that State Teachers Retirement System (STRS) service will be credited. Effective July 1, 1991.

Dated: 3-25-91

Moreno Valley Unified  
School District

By: 

Moreno Valley Educators  
Association

By: 

## INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Access to Information, Bargaining Unit	Article 5	7	4
Adjunct Duties	Article 15	2(h)	38
Administrative Policies and Procedures	Article 11	10	23
Administrator, Emergency Coverage	Article 10	6	19
Adult Ed Teachers	Side Letter		117
Assault and Battery	Article 12	7	25
Assignments, Job	Article 10	1	16
Association, Business Days	Article 5	5	3
Association, Dues	Article 6	1	4
Association, Indemnification	Article 6	5	6
Association Notices, Communication	Article 5	2	2
Association, Release Time	Article 5	6	4
Association, Religious Exemption	Article 6	3	5
Association Representation, Evaluations	Article 15	4	39
Association Rights	Article 5		2
Association Security	Article 6		4
Bargaining Agent, Certificated Employees	Article 3	1	1
Bargaining Unit, Access to Information	Article 5	7	4
Bargaining Unit Members	Article 3	1	1
Bargaining, Waiver of Further	Article 30		69
Benefits, Dental Insurance	Article 8	2	13
Benefits, Entitlement	Article 8	1	13
Benefits, Fringe Benefits Notification	Article 8	9	15
Benefits, Health Insurance	Article 8	4	13
Benefits, IRC Section 125	Article 8	5	14
Benefits, Life Insurance	Article 8	3	13
Benefits - One Time Cost Reduction	Side Letter		120
Benefits, Part-time Employees	Article 8	7	14
Benefits, Retired Employees	Article 8	8	15
Benefits - Retirees	Side Letter		121
BTSA, PAR	Article 24	6	62
Calendar Committee	Article 9	6	16
Calendar, Instructional Days	Article 9	2	15
Calendar, Minimum Days	Article 9	4	15
Calendar, Non-Student Days	Article 9	4	15
Calendar, Work Year	Article 9	3	15
Calendar, Year Round Education	Article 14	15	35
Calendars	Appendix C		79

## INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
California Peer Assistance and Review	Article 24		59
Case Loads	Side Letter		128
Certificated Salary Schedule	Appendix A		71
Child Abuse Reporting	Article 20		46
Child Care, Leave of Absence	Article 22	2(g)	53
Children's Center Permit (CCP) Teachers	Article 26		65
Children's Center Permit, Salary Schedule	Appendix A		72
Class Average Limits	Article 13	2	28
Class Size	Article 13		27
Class Size, Exceptions	Article 13	3	29
Class Size Limits, Summer School	Article 25	3	64
Class Size Overages	Side Letter		126
Classroom Interruptions	Article 12	12	27
Communication, Association Notices	Article 5	2(a)	2
Complaints - Public	Article 19		44
Concerted Activities	Article 29		69
Consulting Teacher, PAR	Article 24	5	61
Corporal Punishment	Article 12	1	23
Court Appearances	Article 22	1(h), 2(a)	50
Death in Family	Article 22	1(i)	51
Dental Insurance, Benefits	Article 8	2	13
Department Chairs	Article 7	6(a, b, c)	7
Derogatory Material, Personnel Files	Article 18	3	43
Discrimination, Policy	Article 16	1	40
Discrimination, Violations	Article 16	2	40
District Mail	Side Letter		118
Dues, Association	Article 6	1	4
Duration and Termination	Article 1		1
Duties and Work Performance	Article 3	3	2
Effects Bargaining	Article 4	2	2
Emergency Coverage, Administrator	Article 10	6	19
Employee Benefits	Article 8		13
Employee, Defined	Article 3	2	1
Entitlement, Benefits	Article 8	1	13
Environmental Conditions	Article 12	11	26
Evaluation and Observation Forms	Appendix D		102-11
Evaluation, Association Representation	Article 15	4	39
Evaluation Form - Counselor	Appendix D		107

## INDEX

SUBJECT	ARTICLE	SECTION	PAGE
Evaluation Form - Non-Teaching	Appendix D		109
Evaluation Form - Psychologist	Appendix D		105
Evaluation Form - Remediation	Appendix D		111
Evaluation Form - Teaching	Appendix D		103
Evaluation Procedures	Article 15		36
Evaluation, Procedures	Article 15	2	36
Evaluation, Rebuttal	Article 15	5	39
Evaluation, Remediation	Article 15	3	38
Evaluation, Year Round Education	Article 14	7(a)	32
Evaluations Principles	Article 15	1	36
Excluded Certificated Employees	Article 3	1	1
Extended Health Benefits - Retirees	Side Letter		121
Extended Illness	Article 22	1(f)	49
Extended Year Assignments	Article 14	3	31
Extra Duty Pay	Article 7	9	10
Extra Duty Pay Salary Schedule	Appendix B		73
Extra Duty Share Criteria	Appendix B1		77
Extra Duty, Year Round Education	Article 14	10	34
Facilities	Article 11	4	21
Facilities, Use of	Article 5	1	2
Family Care Leave (FCL)	Article 22	4	53
Flexible Schedule, Year Round Education	Article 14	9	33
Fringe Benefits Notification, Benefits	Article 8	9	15
Golden Handshake	Article 28	3	67
Grade Level Leaders, Salaries	Article 7	6(d)	8
Grievance, Association	Article 17	2	40
Grievance Form	Appendix E		113
Grievance, General Provisions	Article 17	4	42
Grievance, Investigation of	Article 17	4(c)	43
Grievance, No Reprisals	Article 17	4(d)	43
Grievance Procedure	Article 17		40
Grievance, Procedure	Article 17	3	40
Health Insurance, Benefits	Article 8	4	13
Home Vists	Article 12	4	25
Honoraria	Article 7	13	12
Hours and Assignments	Article 10		16
Indemnification, Association	Article 6	5	6
Individualized Educational Plans, copies of	Article 12	14	27

## INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Individualized Educational Plans (IEP)	Article 11	6	22
Industrial Accidents, Reporting	Article 22	1(j)(4)	51
Industrial Illness, Leaves of Absence	Article 22	1(j)	51
Inservice	Article 11	1	20
Inservice, College Credit	Article 11	1(e)	21
Inservice, Compensation	Article 11	1(f)	21
Instructional Assistants	Article 11	2	21
Instructional Days	Article 9	2	15
Investigation of Grievance	Article 17	4(c)	43
Involuntary Transfers	Article 21	2	47
IRC Section 125, Benefits	Article 8	5	14
Job Assignments	Article 10	1	16
Job Sharing	Article 10	3	18
Joint Panel Compositon	Article 24	2	60
Joint Panel Responsibilities, PAR	Article 24	3	60
Jury Duty	Article 22	1(l)	52
Layoffs	Article 27		66
Lead Teachers, Salaries	Article 7	6(f)	8
Leaves of Absence	Article 22		48
Leaves of Absence, Child Care	Article 22	2(g)	53
Leaves of Absence, Court Subpoenas	Article 22	1(m)	52
Leaves of Absence, Death in Family	Article 22	1(f)	51
Leaves of Absence, Industrial Illness	Article 22	1(j)	51
Leaves of Absence, Jury Duty	Article 22	1(l)	52
Leaves of Absence, Maternity Leave	Article 22	1(g)	50
Leaves of Absence, Military Service	Article 22	1(e)(k)	52
Leaves of Absence, Non-Paid	Article 22	2	52
Leaves of Absence, Paid	Article 22	1	48
Leaves of Absence, Personal Necessity	Article 22	1(h)	50
Leaves of Absence, Sick Leave	Article 22	1(c)	49
Leaves of Absence, Travel and Study	Article 22	2(f)	52
Leaves of Absence, University Attendance	Article 22	2(d)	52
Leaves of Absence, Year Round Education	Article 14	14	35
Lesson Plans	Article 15	2(c)	37
Lesson Plans	Side Letter		129
Life Insurance, Benefits	Article 8	3	13
Lockouts	Article 29		69
Mail - District	Side Letter		118

## INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Mailing Addresses	Article 2		1
Management Rights	Article 4		2
Materials and Supplies	Article 11	5	22
Maternity Leave, Leaves of Absence	Article 22	1(g)	50
Medical Procedures	Article 10	11	20
Meetings	Article 10	9	19
Middle School Restructuring	Side Letter		124
Military Service, Federal Law	Article 22	1(e)	52
Military Service, Paid Leaves of Absence	Article 22	1(k)	52
Minimum Days	Article 9	4	15
Minimum Teaching Day	Article 9	5	16
Miscellaneous Provisions	Article 32		70
Nine Period Day	Side Letter		130
No Strike/No Lockout	Article 29		69
Non-Discrimination	Article 16		40
Non-Paid Leaves of Absence	Article 22	2	52
Non-Student Days	Article 9	4	15
Notice	Article 2		1
Notice of Suspension from Class	Appendix G		116
Notices, Required by Contract	Article 2		1
Observation and Evaluation Forms	Appendix D		102-111
Observation Form	Appendix D		102
Off Track, Communications	Article 14	5	32
Orientation	Article 11	1	20
PAR, BTSA	Article 24	6	62
PAR, Compensation	Article 24	8	63
PAR, Confidentiality	Article 24	10	63
PAR, Consulting Teacher	Article 24	5	61
PAR, Continuation of Program	Article 24	13	64
PAR, Contractual Amendments	Article 24	12	64
PAR, Due Process	Article 24	11	63
PAR, Joint Panel Composition	Article 24	2	60
PAR, Joint Panel Responsibilities	Article 24	3	60
PAR, Liability	Article 24	9	63
PAR, Participating Teacher	Article 24	1(a)	59
PAR, Professional Support Provider	Article 24	4	60
PAR, Terms	Article 24	7	62
Part-time Employees, Benefits	Article 8	7	14

## INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>		<u>SECTION</u>	<u>PAGE</u>
Participating Teacher, PAR	Article	24	1(a)	59
Peer Assistance and Review (PAR)	Article	24		59
Personal Leaves of Absence - Non-Paid	Article	22	2	52
Personal Necessity, Leaves of Absence	Article	22	1(h)	50
Personal Property	Article	12	10	26
Personnel Files	Article	18		43
Personnel Files, Derogatory Material	Article	18	3	43
Personnel Files, Hours of Inspection	Article	18	4	44
Personnel Files, Identification of Materials	Article	18	6	44
Personnel Files, Inspection of	Article	18	2	43
Professional Growth	Article	23		56
Professional Growth, Advisors	Article	23	10	58
Professional Support Provider, PAR	Article	24	4	60
Professional Working Environment	Article	11		20
Program Specialist	Side Letter			131
Psychologist Assignments	Side Letter			122
Psychologist, Salary Schedule	Appendix	A		72
Public Complaints	Article	19		44
Public Complaints, Procedures	Article	19	1	44
Rebuttal, Evaluation	Article	15	5	39
Recognition	Article	3		1
Recognition, Duties and Work Performance	Article	3	3	2
Recognition, Employee	Article	3	2	1
Reduced Teaching Service Plan	Article	28	1	66
Release Time, Association	Article	5	6	4
Religious Exemption	Article	6	3	5
Remediation, Evaluation	Article	15	3	38
Remediation Plan	Appendix	D		111
Reporting of Child Abuse	Article	20		46
Restructuring - Middle School	Side Letter			124
Restructuring Plans	Article	33		70
Retired Employees, Benefits	Article	8	8	15
Retirees - Extended Health Benefits	Side Letter			121
Retirement	Article	28		66
Retirement Plan Option	Article	28	3	67
Retirement, Reduced Teaching Service	Article	28	1	66
Room Assignments, Year Round Education	Article	14	8	33
Roving Teacher, Year Round Education	Article	14	8	33

## INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Safety Committee	Article 12	8	26
Safety Inspection	Article 12	3	25
Safety Reports	Article 12	3	25
Salaries	Article 7		6
Salaries, Advancement on Pay Schedule	Article 7	8	9
Salaries, Department Chairs	Article 7	6(a, b, c)	7, 8
Salaries, Experienced New Hires	Article 7	12	11
Salaries, Grade Level Leaders	Article 7	6(d)	8
Salaries, Increases for Part-Time Employee	Article 7	10	11
Salaries, Intern	Article 7	11	11
Salaries, Lead Teachers	Article 7	6(f)	8
Salaries, Payments	Article 7	3	7
Salaries, Schedules	Article 7	1	6
Salaries, State Program English Learners	Article 7	14	12
Salaries, Team Leaders	Article 7	6(e)	8
Salaries, Year Round Education	Article 14	13	35
Salary Agreement - Twelfthly	Appendix F		115
Salary Schedule, Certificated	Appendix A		71
Salary Schedule, Children's Center Permit	Appendix A		72
Salary Schedule, Extra Duty Pay	Appendix B		73
Salary Schedule, Psychologist	Appendix A		72
School Calendar	Article 9		15
School Site Councils	Article 11	3	21
Share Criteria, Extra Duty	Appendix B1		77
Sick Leave	Article 22	1	49
Site Budget Committee	Article 11	9	23
Special Education Standing Committee	Article 11	7	22
Staff Development Reform Program	Side Letter		119
Staffing Ratios	Article 13	1	27
State Program for English Learners, Salaries	Article 7	14	12
State Program for English Learners, Teachers	Article 7	14	12
Statutory Changes	Article 31		70
Strikes	Article 29		69
Student Attendance, Verification of	Article 11	8	22
Student Discipline	Article 12	1	23
Student Exclusion	Article 12	6	25
Student Grouping	Article 10	5	19
Student Information, Provision of	Article 12	1	24

## INDEX

SUBJECT	ARTICLE	SECTION	PAGE
Student Suspension	Article 12	5	25
Student Teachers	Article 11	2	21
Subcontracted Work	Article 3	3	2
Substituting, Year Round Education	Article 14	6	32
Summer School	Article 25		64
Summer School, Class Size Limits	Article 25	3	64
Summer School, Notification	Article 25	7	65
Summer School, Pay	Article 25	5	65
Summer School - Posting Timeline	Article 25	1	64
Summer School, Scheduling	Article 25	6	65
Summer School, Selection of Employees	Article 25	4	64
Summer School, Student Enrollment	Article 25	2	64
Supplies	Article 11	5	22
Support Services Staffing	Article 13	4	29
Suspension from Class, Notice	Appendix G		116
TB Exam	Article 12	9	26
Teacher Emeritus, Compensation	Article 28	4(f)	68
Teacher Emeritus, Duties	Article 28	4(e)	68
Teacher Emeritus, Eligibility	Article 28	4(a)	67
Teacher Emeritus, Employment Status	Article 28	4(c)	68
Teacher Emeritus, Limitations	Article 28	4(d)	68
Teacher Emeritus, Resignation, District	Article 28	4(b)	68
Teacher Emeritus, Resignation, Program	Article 28	4(g)	68
Teacher Exchange Programs	Article 22	3	53
Teacher Safety	Article 12		23
Teachers - Adult Ed	Side Letter		117
Team Leaders, Salaries	Article 7	6(f)	8
Telephones	Article 11	4(c)	22
Telephones, Access and Privacy	Article 12	13	27
Termination of Year Round Education	Article 14	11	34
Track Assignments	Article 14	4	31
Transfers	Article 21		46
Transfers, Involuntary	Article 21	2	47
Transfers, Program	Article 21	3	48
Transfers, Requests	Article 21	1	46
Transfers, Voluntary	Article 21	1	46
Transfers, Year Round Education	Article 14	2	30
Traveling Employees	Article 10	8	19

## INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Tuberculosis Exam	Article 12	9	26
Twelfthly Salary	Appendix F		115
Unsafe Conditions	Article 12	2	24
Use of Facilities, Association Rights	Article 5	1	2
Vacant Positions	Article 21	1	46
Visitation, On Campus	Article 19	4	45
Vocational Credits	Article 7	7	8
Voluntary Transfers	Article 21	1	46
Volunteers, Non-Paid	Article 11	2(b)	21
Waiver of Further Bargaining	Article 30		69
Work Year	Article 9	3	15
Workday, Hours	Article 10	2	17
Worker's Compensation	Article 22	1(j)	51
Working Conditions, Year Round Education	Article 14	12	34
Year Round Education, Calendar	Article 14	15	35
Year Round Education, Evaluations	Article 14	7	32
Year Round Education, Extra Duty	Article 14	10	34
Year Round Education, Flexible Scheduling	Article 14	9	33
Year Round Education, Leave of Absence	Article 14	14	35
Year Round Education, Room Assignments	Article 14	8	33
Year Round Education, Roving Teachers	Article 14	8	33
Year Round Education, Salary	Article 14	13	35
Year Round Education, Substituting	Article 14	6	32
Year Round Education, Termination of	Article 14	11	34
Year Round Education, Transfers	Article 14	2	30
Year Round Education, Working Conditions	Article 14	12	34
Year Round Education (YRE)	Article 14		29