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# AGREEMENT

BETWEEN

THE COMPTON UNIFIED SCHOOL DISTRICT

AND

THE COMPTON EDUCATION ASSOCIATION

CERTIFICATED UNITS

July 1, 2000 - June 30, 2001

COMPTON EDUCATION ASSOCIATION
CALIFORNIA TEACHERS ASSOCIATION
NATIONAL EDUCATION ASSOCIATION

# COMPTON UNIFIED SCHOOL DISTRICT
# ACKNOWLEDGEMENTS

## NEGOTIATING TEAM

| | |
|---|---|
| R. Keith Beeman, Ph.D. | Associate Superintendent, Human Resources and Employee Development |
| Urrea C. Jones, Jr., J.D. | Legal Advisor |

## BOARD OF TRUSTEES

| | |
|---|---|
| Cloria L. Patillo | President |
| Dr. Bernice Woods | Vice President |
| Carol Bradley-Jordan | Clerk |
| Gorgonio Sanchez, Jr. | Legislative Representative |
| Basil Kimbrew | Member |
| Leslie A. Irving | Member |
| Saul E. Lankster II, J.D. | Member |

Jesse L. Gonzales, Ph.D.
Superintendent

Randolph E. Ward, Ed.D.
State Administrator

# COMPTON EDUCATION ASSOCIATION

# ACKNOWLEDGMENTS

## NEGOTIATING TEAM

| | |
|---|---|
| Lois C. Hale | Media Center |
| Tom Hollister | Executive Director CEA |
| Margie N. Garrett | Carver Elementary School |
| Muriel Brooks | Roosevelt Elementary School |

## CEA BOARD OF DIRECTORS

| | |
|---|---|
| Lois C. Hale | President |
| Margie N. Garrett | First Vice-President |
| Ronald Hampton | Second Vice-President |
| Yejide Akinwale | Treasurer |
| Helen Horton | Secretary |
| Cynthia Notto | Elementary Segment Director |
| E. Marie Truby | Elementary Segment Director |
| Bessie Bonner | Secondary Segment Director |
| William Clausen | Secondary Segment Director |
| Cathy Figel | State Council Representative |
| Helen Horton | State Council Representative |
| Lois C. Hale | State Council Representative |
| E. Marie Truby | State Council Representative |

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# ARTICLE 1

## AGREEMENT

1.1 This Agreement is between the Board of Trustees of the Compton Unified School District (hereinafter referred to as the District) and the Compton Education Association (hereinafter referred to as the Association), an affiliate of the California Teachers Association and the National Education Association.

1.2 This Agreement is entered into pursuant to Chapter 10.7 of Division 4 of Title I, sections 3540-3549 of the California Government Code.

# ARTICLE 2

## RECOGNITION

2.1 Unit A: The Board of Trustees confirms its recognition of the Association as the exclusive representative, pursuant to the Rodda Act, for that unit of employees recognized by the Board defined in Appendix E.

2.1.1 Positions excluded from the bargaining unit shall include, but are not limited to those listed in Appendix E.

2.1.2 Any position classifications not described in Appendix E which are created after the date of the execution of this Agreement shall not be included in the unit identified in Appendix E except by mutual agreement of the parties hereto, provided however, that where the parties cannot mutually agree, either party may petition the Public Employment Relations Board for review and final decision.

2.1.3 Unit members as used in this Agreement shall mean those employees represented by the Association as defined in Appendix E.

2.2 Unit B: The Board of Trustees confirms its recognition of the Association as the exclusive representative, pursuant to the Rodda Act, for that unit of employees recognized by the Board defined in Appendix F.

2.2.1 Positions excluded from the bargaining unit shall include, but are not limited to those listed in Appendix F.

2.2.2 Any position classifications not described in Appendix F which are created after the date of the execution of this Agreement shall not

be included in the unit identified in Appendix F except by mutual agreement of the parties hereto, provided however, that where the parties cannot mutually agree, either party may petition the Public Employment Relations Board for review and final decision.

2.2.3 Unit members as used in this Agreement shall mean those employees represented by the Association as defined in Appendix F.

2.3 Unit C: The Board of Trustees confirms its recognition of the Association as the exclusive representative, pursuant to the Rodda Act, for that unit of employees recognized by the Board defined in Appendix G.

2.4 The Articles of this Agreement apply to Unit A, with the exception that Article 20, Adult School Teachers, applies to Unit B and Article 30, ROP Teachers, applies to Unit C.

# ARTICLE 3

## DEFINITIONS

3.1 "Unit Members" refers to any employee who is included in the appropriate unit as defined in Appendices E, F and G, and therefore, covered by the terms and provisions of this Agreement.

3.2 "Day" means day in which employees are normally required to provide service to the District.

3.3 "Immediate Family" means mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, grandfather, grandmother, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or granddaughter, or grandson of the unit member, or foster child, foster parent, or legal guardian of the unit member, or any relative living in the immediate household of the unit member.

3.4 "Daily Rate of Pay" means the unit member's annual salary divided by the number of duty days required by the Agreement.

3.5 "Hourly Rate of Pay" means the daily rate of pay divided by seven (7), the number of daily duty hours.

# ARTICLE 4

## DISTRICT RIGHTS

4.1 It is not the intention of the parties, in setting forth the following District rights, to detract or diminish in any way the rights of the Association or of unit members as set forth elsewhere in this Agreement. It is the parties' intention that the provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights and then only to the extent the contractual limitations are in conformance with the law.

4.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. The District retains its right to amend, modify or rescind policies and practices referred to in this agreement in cases of emergency. Emergency as used herein, shall be defined as those conditions arising from an act of war, natural

disaster, act of God, insurrection, revolution, flood, earthquake, riot, energy shortage, fire, plague, epidemic, quarantine, or other emergency beyond the control of the District which substantially interrupts or threatens to interrupt the District's normal operations.

4.3 The District and the Association agree to the formation of a joint committee to make recommendations regarding the implementation of special education programs in the District.

4.4 The District and the Association agree to the formation of a joint committee to make recommendations regarding the implementation of bilingual education programs in the District.

# ARTICLE 5

## ASSOCIATION RIGHTS

5.1 All Association business, discussions, and activities will be conducted by unit members or Association Officials outside of established work hours as defined in Article 7 herein, Teaching Hours/Adjunct Duties.

5.2 Association representatives at individual schools may conduct Association business at their respective sites outside of established hours when:

5.2.1 The representative has obtained advance permission from the site administrator regarding the time, place and type of activity to be conducted;

5.2.2 The site administrator has verified that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of unit members to refrain from listening or speaking with an Association representative.

5.3 The Association may conduct Association business on District property outside of established hours when the Association has obtained in advance a "Use of Facilities" permit from the District.

5.4 The Association shall continue to make use of designated bulletin boards at each school site for posting notices and other matters of Association concern. All postings must contain the date of posting and an authorization for posting

by an authorized Association representative, except for printed materials clearly identified as having been prepared by CTA or NEA.

The Association shall have the right to distribute through the various site mailboxes material dealing with the proper legitimate business of the Association. The Association agrees not to post or distribute information which is defamatory of District personnel.

5.5 Representatives of the Association, of the CTA, and of the NEA shall have the right to enter the schools to meet with unit members outside of established work hours to carry out appropriate Association business so long as the presence of the representatives will not interfere with the right of unit members to refrain from listening or speaking with an Association, CTA or NEA representative.

5.6 To the extent available and to the extent the unit member has authorized release of such information, names, school addresses, home addresses, and telephone numbers of all unit members shall be provided without cost to the Association as soon as practical after the beginning of each school year.

5.7 The District shall provide upon request, to a designated Association representative at each site, one copy of the Agenda for meetings of the Board of Trustees, except addenda and materials regarding closed sessions.

5.8 This Agreement shall not be construed to prohibit the Association from representing its unit members in their employment relations with the District, in accordance with section 3543.1 of the Government Code. Released time will

not be granted for representation in any such matter not subject to the Grievance Procedure herein.

5.9 The District agrees to provide ten (10) unit member days of release time per school year to Association representatives for the purpose of conducting Association business in furtherance of the objectives in section 3540 of the Government Code. The availability of the released time shall be subject to the following conditions:

5.9.1 Within a reasonable amount of time prior to the desired date of released time, the Association must submit a written request for released time to the District, identifying the names(s), title(s), and work site(s) of the Association representatives(s) for whom released time is being requested.

5.9.2 The District retains the right to deny use of released time at the requested time if the unit member's absence from duty at that time would impair the efficiency of the District's operations.

5.10 All Association requests for documents and other information from the District shall be submitted to the appropriate department in writing and a copy to the Associate Superintendent of Human Resources and Employee Development or his/her designee.

# ARTICLE 6

## GRIEVANCE PROCEDURE

6.1 **Definitions**: A "grievance" is a claim by a unit member that he/she has been adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of the Agreement.

6.1.1 An "aggrieved person" or "grievant" is the person or persons making the claim. The Association may be the grievant.

6.1.2 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.1.3 "File" or "filed" means that the grievance or request for arbitration must be personally delivered to the appropriate person set forth in the applicable level of the grievance procedure within the time limits set forth in this Article, or must be transmitted to the appropriate person by certified mail within the time limits set forth in this Article. The date of filing when the grievance is filed by certified mail shall be deemed to be the date of mailing.

6.1.4 "Respond in writing" means that the District's response to the grievance must be personally transmitted to the grievant or grievant's representative within the time limits set forth in this Article, or the response must be transmitted by certified mail within the time limits set forth in this Article to the grievant at the grievant's address of record on file with the Human Resources

Department, or to the grievant's representative. The date of response for a response transmitted by certified mail shall be deemed to be the date of mailing.

6.2 **Purpose**: The purpose of this procedure is to resolve at the lowest possible administrative level problems which may arise from time to time regarding the terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.2.1 Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Time limits shall consist of days during which the central office is open for business, except that when a grievance is filed subsequent to May 1st and prior to the end of the school year, the time limits shall be regarded as calendar days. Any time limits affected by the winter or spring breaks shall be extended by five (5) days. All time limits may be extended by expressed mutual agreement of the parties, but only if the extension agreement is in writing. Failure of the District to respond to a grievance within the time limits set forth in Sections 6.4, 6.5, and 6.6, below, or any written extension, shall entitle the grievant to proceed to the next level of the grievance procedure, except that (a) failure of the District to timely respond shall not waive the

District's defense that the grievance was untimely filed at any level of the grievance process and (b) failure of the District to timely respond at Level Three shall not waive the District's defense that the grievance is not arbitrable or any of the District's substantive defenses.

6.2.2 Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the resolution is not inconsistent with the terms of this Agreement and that the District shall not agree to resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

6.3 **Procedure - Informal Level:** Within fifteen (15) days of the act or omission giving rise to the grievance or within fifteen (15) days of the date the grievant should have reasonably known of the act or omission, the grievant must discuss the grievance with his/her immediate supervisor. The immediate supervisor shall respond to the grievance orally or in writing within five (5) days of the discussion. If the grievant elects to be represented by the Association at the Informal Level of the grievance procedure, the supervisor may request the grievant to proceed directly to the Formal Level One of the grievance procedure.

6.4 **Formal Level One:** If the grievant is not satisfied with the disposition of the grievance at the Informal Level the grievant may file the grievance in writing with the immediate supervisor within ten (10) days after meeting with the immediate supervisor. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at the Informal Level and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall not proceed to arbitration, except in accordance with Section 6.8 below, and shall be deemed withdrawn.

6.4.1 The immediate supervisor may request a personal conference with the grievant at this level. The immediate supervisor shall respond in writing within twelve (12) days after receipt of the Formal Level One Grievance.

6.5 **Formal Level Two:** If the grievant is not satisfied with the disposition of the grievance at Formal Level One, or if no response has been rendered by the immediate supervisor within the time limits specified for the response at Formal Level One, the grievant has until the earlier of (a) ten (10) days following the last day on which the response at Formal Level One is due, or (b) ten (10) days following the date of the response at Formal Level One, to file the grievance in writing with the appropriate Cabinet level Administrator. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at Formal Level One and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify

this information, it shall not be entitled to processing at any time, shall not proceed to arbitration, except in accordance with Section 6.8 below, and shall be deemed withdrawn. The Cabinet Level Administrator shall respond in writing within twelve (12) days after receipt of the Formal Level Two Grievance.

6.6 **Formal Level Three:** If the grievant is not satisfied with the disposition of the grievance at Formal Level Two, or if no response has been rendered by the Cabinet Level Administrator within the time limits specified for the response at Formal Level Two, the grievant has until the earlier of (a) ten (10) days following the last day on which the response at Formal Level Two is due, or (b) ten (10) days following the date of the response at Formal Level Two to file the grievance in writing with the Superintendent/Designee. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at Formal Level Two and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, it shall not be entitled to processing at any time, shall not proceed to arbitration, except in accordance with Section 6.8 below, and shall be deemed withdrawn. The Superintendent/Designee may request a personal conference with the grievant at this level, The Superintendent/Designee shall respond in writing within twelve (12) days after receipt of the Formal Level Three Grievance.

6.7 **Formal Level Four:** If the grievant is not satisfied with the disposition of the grievance at Formal Level Three, or if no response has been rendered by the Superintendent/Designee within the time limits specified for the response at

Formal Level Three above, the grievant may request in writing that the Association submit the grievance to arbitration. The Association has until the earlier of (a) ten (10) days following the last day on which the response at Formal Level Three is due or (b) ten (10) days following the date of the response at Formal Level Three to request in writing that the grievance be submitted to arbitration by filing the request with the Superintendent/Designee. The decision to submit the grievance to arbitration lies with the Association and not with the individual grievant.

6.7.1 The parties shall select a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within five (5) days of the Association's submission of the grievance to arbitration, the California State Conciliation Service shall be requested to submit a list of five (5) names of persons experienced in arbitration of grievances in educational institutions. Within five (5) days after receipt of the list of names, each party shall alternately strike names until only one (1) name remains. The order of striking shall be determined by the flip of a coin. The arbitrator shall proceed under the Voluntary Arbitration Rules of the American Arbitration Association. The Association and the District may mutually agree to utilize expedited procedures.

6.7.2 The arbitrator shall receive evidence and arguments promptly after his/her selection by the parties and, within thirty (30) calendar days

from the close of the record, shall render a final and binding award on the issue(s) submitted to him/her.

6.7.3 If the parties cannot agree upon a statement of the issue(s), the arbitrator shall determine the issue(s) by referring to the grievance and the answers thereto at each level or by referring to each party's separate statement of the issue(s).

6.7.4 The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. After the arbitrator has afforded an opportunity for hearing, the arbitrator shall render a written decision setting forth findings of fact, reasoning and conclusions on the issue(s) submitted and the award. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to make any award contrary to law.

6.7.5 Nothing herein shall be construed to prohibit either party from seeking judicial review of a final and binding award which the party believes is violative of the terms of this Agreement or violative of law.

6.8 **Miscellaneous:** When an issue of arbitrability arises, the parties may immediately submit the issue to arbitration. Arbitrability issues shall be resolved

before the arbitrator receives evidence or arguments on the merits of the grievance.

6.8.1 All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

6.8.2 No reprisals shall be taken by or against any participants in the grievance procedure because of such participation.

6.8.3 A unit member may be represented at all formal levels of the grievance procedure by himself/herself, or at his/her option, by the Association or its representative. If the unit member is not represented by the Association, the Association will be given the opportunity to file a response regarding the proposed resolution of any grievance.

6.8.4 No grievance shall be processed unless it is presented at the Informal Level within the time limits specified in Section 6.3 above.

6.8.5 Decisions rendered at the formal levels of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest. Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the grievant.

6.8.6 When two (2) or more unit members have a grievance based upon the same or essentially the same issues and circumstances, the grievances shall be processed as a single grievance and may be presented at Formal Level Two within the limits specified for filing a grievance at the Informal Level. Such grievance shall be processed by a single representative.

6.8.7 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

6.8.8 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and the Association so as to facilitate operation of the grievance procedure. The costs of printing such forms shall be borne by the District.

# ARTICLE 7

## TEACHING HOURS/ADJUNCT DUTIES

7.1 The length of the unit member's work day shall be no more than seven (7) hours, including lunch, except when assigned adjunct duties as defined below.

7.2 Adjunct duties shall be defined as program development, parent conferences, committee assignments including school site councils, faculty, departmental, grade level and District meetings, back-to-school nights, public schools week/open house, student supervision, or supervision of student activities such as dances, athletic events, carnivals and professional growth activities including staff development or inservice other than compensatory educational staff development or inservice.

7.3 The adjunct duties of unit members assigned to elementary schools (K-5) shall be limited to thirty-five (35) hours per year unless the unit member is reimbursed for hours in excess of thirty-five (35) at the "Other Extra Duty Assignment" rate found in Appendix A1. The hours shall be used in fifteen (15) minute increments.

7.4 The adjunct duties of unit members assigned to secondary schools (6-12) shall be limited to forty (40) hours per year unless the unit member is reimbursed for hours in excess of forty (40) at the "Other Extra Duty Assignment" rate found in Appendix A1. The hours shall be used in fifteen (15) minute increments.

7.5 The length of a unit member's day when assigned adjunct duties in the areas of faculty, departmental, grade level meetings, professional growth activities

including staff development or inservice (other than compensatory educational staff development or inservice) program development, parent conferences and committee assignments including site councils shall be limited to eight (8) hours. The site administrator shall provide at least forty-eight (48) hours notice of a faculty meeting.

7.6 Unit members assigned to elementary and middle schools shall report to work thirty (30) minutes prior to the beginning of the student instructional day. The site administrator may, after consultation with the unit members, adjust the time that unit members shall report to work on days that faculty, department, grade or District meetings are to be held or on days that inservice or staff development is to be held, provided the requirements of Sections 7.1 through 7.5 above are adhered to.

7.7 Unit members assigned to high schools shall report to work fifteen (15) minutes prior to the beginning of the instructional day for students.

7.8 Unit members may voluntarily perform duties beyond the seven (7) hour day, but this time shall not count as assigned adjunct duty time. Administrators shall not request volunteers for adjunct duties as defined in Section 7.2.

7.9 Each unit member shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes.

7.10 Middle and high school unit members shall be provided a preparation period of not fewer than two hundred (200) minutes per week. A preparation period is an assigned period set aside for all regular classroom middle and high school unit members to be used for instructional preparation and planning purposes, grade

recording and correction, student evaluation, curriculum development, staff development, unit member/student conferences, unit member/parent conferences, unit member/administrator conferences, for covering another unit member's classes in a manner prescribed below and for whatever administrative assignments are necessary for the efficient operation of the educational program. Administrative assignments shall be limited, except in cases of student safety related emergencies, to less than one-half (1/2) of the unit member's preparation period.

7.10.1 Utilization of the Preparation Period as a Teaching Period. The unit member at the middle or high school level may enter into an agreement with the District which would increase their teaching load by adding a class to teach during their assigned preparation period at their site. Compensation for this agreement shall be paid at the per diem rate of the teacher (the per diem hourly rate is based on the present salary of the individual, see Salary Schedule, Appendix A) following the close of each quarter. The unit member may contract to teach for a minimum of one (1) semester (or part of a semester depending upon the need of the District) but no more than one (1) year, subject to renewal on a semester to semester basis. Acceptance of this assignment by the unit member shall waive the right of the unit member to the two hundred (200) minutes of preparation time per week in Section 7.10 of this Agreement.

7.10.2 Compensation for teaching during the preparation period shall be paid at the per diem hourly rate. The teacher will be compensated for each day taught. Compensation for leaves (as per Article 12, Section 12) does not apply in the case of absences for teaching during the preparation period as an extra period assignment teacher.

7.10.3 When an extra period assignment becomes available, the District shall post a vacancy announcement at the site of the assignment. Such vacancy announcements shall include:

(1) Brief job description, (2) Statement of the duties and responsibilities, (3) Minimum qualifications, (4) Application requirements, (5) Screening procedure, (6) Period of employment, and (7) Salary.

7.10.3.1 Application: The following documents must be submitted to Human Resources Department:

a. An application form for the position.

b. A supplementary information sheet.

Applications will be accepted through the closing date. No application will be processed unless all required documents are submitted prior to the closing date and the applicant meets the eligibility requirements for the assignment.

7.10.4 Screening Procedure

1. Phase I - Paper screening by the Human Resources Department (credential/teaching eligibility).

2. Phase II - Oral interview by the site administrator or the site screening panel.

   Each site Screening Panel shall include:

   a. Building Principal or designee

   b. Assistant Principal or other administrator

   c. Two (2) teachers from the department, neither of whom is/was an applicant for the position. Prior to the final selection, the following criteria shall be considered when filling the position:

      (a) Credential authorization;

      (b) Major or minor field of study;

      (c) Educational goals of the District;

      (d) Most recent overall evaluation (satisfactory or better);

      (e) All assignments shall be made on the basis of the best possible educational program for the students;

      (f) Impact on the teaching schedule of other unit members; and,

      (g) Priority consideration.

7.10.5 Final notification that the unit member has received the position shall be by a Personnel Action Form from the Human Resources Department. This notification shall include the length of the assignment (beginning and ending dates) and the hourly rate of compensation.

7.11 No unit member shall be compelled to attend school sponsored night meetings past 9:30 p.m. This provision shall not be construed to cover unit members assigned to perform paid extra duty assignments.

7.12 When sufficient funds are available from student body funds, middle and high school unit members who supervise evening (6:00 p.m. or later) or Saturday athletic events will be paid from approved student body fund budgets. Any such paid time shall not count against assigned adjunct duty time as described in 7.4 above.

7.13 Upon request, the monthly financial status report will be made available to the site representative for review.

7.14 Unit members assigned to schools which receive compensatory education funds which require staff development programs as a condition of obtaining the funds shall participate in the staff development programs under the following conditions:

7.14.1 Time spent beyond the seven (7) hour day during the school week shall be paid in accordance with State/Federal guidelines for use of compensatory education funds.

7.14.2 Any meetings held on days beyond the negotiated work year shall be on a paid basis, in accordance with the guidelines and policies governing compensatory education funds.

7.14.3 The needs assessment, which is developed as part of compensatory education programs, shall be utilized to determine the time and amount of staff development.

7.15 The District shall make a reasonable effort to obtain a substitute for unit members when they are absent. When a substitute cannot be obtained, then the following procedure shall apply:

7.15.1 Middle and high school unit members shall be assigned to cover the absent unit member's class during his/her preparation period on an equitable basis.

7.15.2 Middle and high school unit members who cover another unit member's class shall be paid one-fifth (1/5) of the daily rate of a substitute.

7.15.3 Five (5) elementary unit members shall be assigned approximately one-fifth (1/5) of the students of the absent unit member, and shall receive one-fifth (1/5) of the daily rate of a substitute.

7.16 The site administrator shall provide each unit member with a rainy day schedule at the beginning of the school year.

7.17 Upon request, the site administrator will make available to the site representative and the Association the master schedule or the class assignment sheet.

7.18 Traveling unit members shall be defined as the following:

(a) Elementary Counselors
(b) Nurses
(c) Individual Instructors
(d) Child Welfare and Attendance Counselors

Traveling unit members shall not be required to provide services to more than two (2) sites in one (1) working day. Exception - to meet a medical emergency, nurses may be required to provide services at more than two (2) sites in one (1) working day.

7.19 Work Year: The assigned work year for Unit A members (excluding counselors, secondary grade level and college advisors, and Children's Center Teachers) shall be from the first day of the fall semester to the last day of the Spring Semester, inclusive. The school year encompasses ten (10) pay periods of 180 instructional days and three (3) days of staff development for a total of 183 workdays. It is further agreed that the last day of each quarter shall be a minimum day for students.

7.19.1 The standard work year for secondary counselors (grades 6-12) shall consist of the same workdays established for other Unit A members, plus seven (7) additional workdays for a total of 190 days. The additional days shall be scheduled by mutual consent of the site administrator and the individual counselor before the beginning and at the end of the school year. Additional days at the beginning or end of each semester may be added and paid at the per diem rate.

# ARTICLE 8

## TRANSFERS

8.1 Definitions: A transfer is defined as the relocation of a unit member between schools or other administrative departments. Transfers fall into two categories:

8.1.1 Involuntary transfers that are initiated by the District.

8.1.2 Transfers that are initiated at the request of the unit member on a voluntary basis.

8.1.3 The District shall have the authority to transfer a unit member from one school or administrative site to another school or administrative site, subject to the following procedures:

8.2 Posting: A "vacancy" is a position which the District determines is to be filled at a site or administrative division by a person who is not currently assigned to that site or administrative division.

8.2.1 Between March 15th and April 15th the District shall post, at each school, notices of all known classroom teaching and nursing vacancies available for the next school year. The notices shall state a deadline for application, which shall not be less than ten (10) working days after posting. The District shall provide a copy of the notices to the Association. In cases where classroom teaching and nursing vacancies become available after April 15th, the District may fill such positions on an "acting" basis without posting at that time. The Association shall be notified, through Board Reports, of

the filling of an "acting" position. Before filling the "acting" position on a permanent basis, the District shall post a notice of vacancy.

8.2.2 Immediately after the vacancy announcement is approved by the Board of Trustees, the District shall post at each school site a notice of vacancy for unit positions other than classroom teachers and nurses and for administrative positions below the Cabinet level. The vacancy notice shall state the deadline for application, which shall not be less than ten (10) working days after posting. The District shall provide a copy of the notice to the Association.

8.2.3 In cases where the vacancy occurs after the school year has commenced, the District may fill the position on an "acting" basis without posting at that time. The Association shall be notified, through Board Reports, of the filling of an "acting" vacancy. Before filling the "acting" position on a permanent basis, the District shall post a notice of vacancy.

8.2.4 When the District screens for an administrative position during the summer, the District shall post a notice of vacancy at each administrative site and send ten (10) copies of each notice to the Association.

8.2.5 When extra duty assignments such as coaching and driver training become available, then the District shall post a notice of availability of such assignments.

8.3 Involuntary Transfers: Where appropriate to the circumstances, all unit members being involuntarily transferred shall have equal opportunity for interviews for existing vacancies. In the event that a specially funded program is discontinued, affected unit members shall be provided a list of current vacancies.

8.3.1 Involuntary transferees will have first opportunity over unit member initiated transferees to interview for available vacancies. When a choice of positions is available, unit members may indicate an order of preference for appropriate consideration.

8.3.2 An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to effecting the proposed transfer and be advised in writing of the reasons for recommending such transfer. The unit member may file a written response to the reasons given. This response will be placed in the unit member's personnel file if so requested by the unit member.

8.3.3 The following criteria shall be considered when involuntary transfers are made:

(a) Credential authorization;

(b) Major or minor field of study;

(c) The educational goals of the District;

(d) Quality of performance based on formal written evaluation in the official personnel record;

(e) Variety of professional experience and assignments.

The following order of priorities shall be applicable to all transfers:

(a) All transfers shall be made on the basis of the best possible educational program for students consistent with adopted District policy.

(b) Consideration will be given to the personal feelings of the unit member affected by the transfer.

(c) Other factors being equal, length of satisfactory service in the District as determined by written evaluation, shall determine who is to be transferred.

8.4 Where an involuntary transfer is being made to provide the unit member an opportunity to improve upon his/her performance, the provisions of Section 8.3 of this agreement shall not apply. Such transfer shall be limited to once every three (3) years.

8.5 Voluntary Transfer - Unit Member Initiated: Unit members may request a transfer by submitting an application for transfer to the Huamn Resources Department by April 15th of the school or program year.

8.5.1 The filing of a Request for Transfer shall be without prejudice to the unit member, and shall not jeopardize his/her present assignment. The Request for Transfer may be withdrawn at any time prior to official confirmation that the transfer has been effected. A transfer has been effected at the time the receiving site administrator, the applicant, and the Human Resources Department concur to the transfer.

8.5.2 Consideration shall be given to all applications for transfer which are properly submitted.

8.5.3 All requests for voluntary transfers shall be considered by the site administrator on the basis of the criteria specified in Section 8.3.3 above.

8.6 Assistance in Assignment Change: Where there is a change in assignments, whether by transfer or by movement within a school, site administrators may authorize a reasonable period of non-teaching preparation time of up to two (2) days when it appears that the transition will necessitate substantial reorganization or preparation. The District will provide reasonable assistance in moving teaching materials to the unit member's new location.

8.7 Assignment Changes: Unit members shall be notified of their tentative assignments for the coming year prior to the last workday in May of the current work year. A unit member shall be notified by mail, at the address on the file with the District, of any change in the tentative assignment by the originator of the change. Prior to making any final decision regarding the change in a unit member's current assignment and/or schedule within a school or administrative division to another assignment within the same school or administrative division, the unit member's immediate supervisor or his/her designee shall attempt in good faith to discuss the proposed change with the unit member. The administration shall consider any alternative way of handling the situation, if the unit member objects to the proposed change in assignment.

8.8 Nothing contained in this Article shall in any way limit the District's discretion to fill a vacancy with an employee from outside the District.

# ARTICLE 9

## EVALUATION PROCEDURES

9.1 Purpose: The purpose of these procedures is to evaluate the performance of unit members, and to improve the quality of educational services provided by unit members.

9.2 Frequency of Evaluation: Probationary and temporary personnel shall be evaluated once each semester. Non-teaching personnel and permanent teachers shall be evaluated once every two (2) years.

9.3 Evaluator: The evaluator shall be the unit member's immediate supervisor and/or other management or supervisory employee who is so designated by the District. A unit member shall be notified who is to be his/her evaluator by October 15th of each year.

9.4 Evaluator shall, by October 15th, conduct one (1) or more staff meetings to review the standards, techniques for assessment, and the evaluation calendar of the year.

9.5 Evaluation of unit members based on California State Teaching Standards shall begin in the 2001-2002 school year. The Association and the District will co-present the mutually agreed upon evaluation instrument and evaluation article to administrative and teaching staff during staff development days at the beginning of the 2001-2002 school year.

9.6 Initial Evaluation Conference: Prior to October 30th of each year, each unit member and his/her evaluator shall meet in an initial evaluation conference to review the California State Teaching Standards. The date of the evaluation

conference will begin the period of observation. Follow-up conferences may be necessary to the evaluation process. Unit members shall be held accountable for their performance from the first day of the school year.

9.7 Noninstructional employees shall be evaluated in accordance with Education Code section 44662(c). See Appendix L.

9.8 Procedures for Evaluation: The performance of unit members may be evaluated at any time without prior notice. Observations and visitations will be openly conducted.

9.8.1 Prior to the final evaluation conference, there shall be at least one (1) observation, lasting no less than thirty (30) minutes, and shall be followed by an evaluation conference within five (5) working days, during which the evaluator and the unit member shall review those elements of the observation that may be incorporated into the written evaluation report.

9.8.2 Suggestions for Improvement (Remediation Plan). When the evaluator indicates to a unit member that improvement is required, specific suggestions must be made in writing to include:

(a) Areas where improvement is needed; (b) Specific suggestions for improvement; (c) Additional resources that will be utilized to assist with improvement, where recommended by the evaluator, (d) Evaluator's role in assisting the unit member; (e) Techniques for measurement of improvement; and, (f) Time schedule for monitoring progress.

9.8.3 No later than sixty (60) days prior to the close of the school year in which the evaluation takes place, a written copy of the evaluation shall be presented to the unit member.

9.8.4 No later than April 15th of the school year, a conference will be held between the unit member and his/her evaluator to discuss the evaluation.

9.8.5 At a final conference each standard will be checked as: (1) meets standards; (2) meets standards with growth recommended; or, (3) does not meet standards. If (2) or (3) is checked, the evaluator will include a written explanation under the section for recommendations.

9.8.6. A unit member shall have a period of five (5) days following the meeting to discuss the evaluation and to prepare and submit a written reaction or response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the unit member's personnel file.

9.8.7 Unit members shall not evaluate other unit members.

9.8.8 None of the aforementioned shall be construed to mean that the California State Teaching Standards or the evaluator's judgment regarding the level of performance of a unit member shall be subject to the grievance procedure. Those matters as well as all other substantive matters regarding evaluation are expressly excluded from the grievance procedure.

9.9 Parent and Citizen Complaints: When the evaluator or immediate supervisor receives a parent or citizen complaint regarding the unit member which may be relevant to evaluation of the unit member, the unit member will be notified of the complaint and the unit member will be given an opportunity to discuss and to resolve the matter, if possible, with the complaining party. If deemed desirable or necessary by the immediate supervisor or the unit member, the evaluator may take part in the conference. The evaluator may utilize such complaints in the evaluation process only if he/she has reasonable cause to believe that the complaint is factual.

9.10 Handling of Material in Personnel File Relevant to Performance Evaluation: Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

9.10.1 Such material is not to include ratings, reports, or records which:

(a) were obtained prior to the employment of the person involved;

(b) were prepared by identifiable examination committee members; or,

(c) were obtained in connection with a promotional examination.

9.10.2 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

9.10.3 Information of a derogatory nature, except material mentioned in 9.11.1, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

9.10.4 A unit member may be accompanied by his/her representative at such time as he/she is given an opportunity to review the material in his/her personnel file. No release time shall be granted the representative.

9.10.5 Upon presentation of written authorization from the unit member, an Association representative may review that unit member's official personnel file without being accompanied by the unit member.

9.11 Lawful Non-School-Related Activities: Evaluation of a unit member's performance shall not be predicated upon lawful, non-school-related personal activities which have no impact on the unit member's effectiveness as an employee.

# ARTICLE 10

## SAFETY

10.1 Upon discovery, unit members shall be required to report in writing to their immediate supervisor and safety committee any unsafe condition of the physical work environment that endangers their health, safety or well being.

10.2 Upon notification that an unsafe or hazardous condition exists, the District shall act within a reasonable period of time to remedy such unsafe condition.

10.3 A unit member may suspend a student from his/her class for the day of the suspension and the day following for good cause. He/she shall report the suspension to his/her site administrator, who must hold an informal hearing with the student to discuss the reason(s) for the suspension. The unit member must complete a Suspension Form, notify the parent and arrange a parent conference. The student shall not be returned to class during the period of the suspension without the concurrence of the teacher and the site administrator or designee.

10.4 A written description of the rights and duties of all administrators and unit members with respect to student discipline and the right to suspend students, shall be presented to each unit member in writing within thirty (30) days of the effective date of this Agreement and the first day of each school year thereafter.

10.5 When, in the judgment of a unit member, a student requires the attention of the site administrator, assistant principal, counselor, psychologist, physician or other specialist, he/she shall follow the appropriate procedures established at the school to arrange a conference with the appropriate person(s).

10.6 A unit member may use reasonable force in the performance of duties, in accordance with section 44807 of the Education Code.

10.7 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their site administrator or other immediate supervisor who shall see that the incident is reported to the police and take other appropriate action.

10.8 If an altercation, disturbance or student discipline situation which occurred while the unit member was engaged in the reasonable performance of duties, results in a civil action against a unit member by a student or parent, such unit member may request the District to furnish legal counsel at District expense to defend the action.

10.9 No unit members, except nurses, shall be authorized to transport students in their personal automobiles. Nurses, when using their own cars on District-authorized business, shall be covered by the District's insurance policy.

10.10 If the District assigns a unit member to duties which require the unit member to utilize his/her personal automobile to perform those duties, then the unit member shall be reimbursed for such use on a flat rate or a per mile basis in a manner consistent with District policy. (Note: this provision does not apply to situations like attendance at a District-called general meeting.)

10.11 Unit members, except for nurses as allowed by law, shall not perform medical procedures for a student, except in cases of emergency.

10.12 Classrooms shall have lockable doors and windows which are maintained in good working order.

10.13 A joint CUSD/Association safety committee shall be formed, comprised of six (6) members representing each party of whom two (2) shall be appointed from each educational level (elementary, middle, and secondary). The committee shall meet monthly and conduct sessions according to a formal agenda and shall make recommendations to the Superintendent/Designee. Official minutes of each meeting shall be taken with copies distributed to all participants, and also to the Superintendent/Designee and State Administrator.

10.14 The District shall provide unit members with Hepatitis B inoculations upon request at no cost to the member.

10.15 Upon request, the District shall provide protective gloves, oral breathing devices, antiseptic soap, and washing facilities to any unit member exposed to body fluids of others.

# ARTICLE 11

## NON - DISCRIMINATION

11.1 The District and the Association shall not unlawfully discriminate against bargaining unit members on the basis of race, color, gender, national origin, age, and religion, in violation of Title VII of the Civil Rights Act of 1964, as amended.

11.2 Alleged violations of this Article may not be pursued through the grievance procedure, Article 6.

# ARTICLE 12

## LEAVES

12.1 GENERAL PROVISIONS: A leave of absence is an authorization for a unit member to be absent from duty.

12.1.1 The District may request verification of the reason for an absence, if it has reasonable cause to believe that the purpose of the leave has been violated.

12.1.2 Upon return from absence, a unit member shall be required to complete the Individual Absentee Report (Form F-119).

12.1.3 A unit member on an approved leave without pay may continue enrollment in health and welfare benefit plans by paying the required premiums in a periodic manner as required by the District.

12.2 SPECIFIC LEAVE CATEGORIES - PERSONAL ILLNESS AND INJURY LEAVE: Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for the purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours for a full-time unit member in a comparable position.

12.2.1 In cases of necessary absence, unit members shall telephone the Human Resources Department's substitute answering service and proceed as directed.

12.2.2 If a unit member does not utilize the full amount of leave as authorized in 12.2 above in any school year, the amount not utilized shall be accumulated from year to year.

12.2.3 A unit member absent five (5) consecutive workdays or more must submit immediately after the fifth (5th) day of absence to the Human Resources Department, an official request for a leave of absence on Form 160, a statement of a physician certifying illness or injury, the anticipated length of absence, or a statement of fitness to return to duty.

12.2.4 A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave; and, if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.

12.2.5 A unit member shall not be allowed to return to work and shall be placed on leave without pay, if the unit member fails to notify the District of his/her intent to return to work not later than 2:00 p.m. of the preceding workday, if failure to notify results in a substitute being secured.

12.2.6 With the first paycheck of each school year, each unit member shall be notified of the amount of leave he/she accumulated as of June 30th of the preceding school year.

12.2.7 After all earned leave set forth in Section 12.2 above is exhausted, additional non-accumulated leave shall be available for a period

not to exceed five (5) school months; provided that the provisions of Section 12.2.3 above are met. The amount deducted for leave purposes from the unit member's salary during the five (5) month period shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin on the first day after all accumulated sick leave has been exhausted.

For purposes of Section 12.2.7:

(1) The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

(2) The unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year.

12.2.8 When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided herein, and the unit member is not medically able to resume the duties of his/her position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of twenty-four (24) months if he or she is on

probationary status, or for a period of thirty-nine (39) months if he or she is on permanent status. When the unit member is medically able, during the twenty-four (24) or thirty-nine (39)-month period, the unit member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period provided herein.

12.3 Bereavement Leave: Upon a unit member's request to his/her immediate supervisor, a unit member shall be entitled to use a maximum of three (3) days of leave with pay (or five (5) days of leave with pay, if travel beyond a 300 mile radius is required) on account of the death of any member of his/her immediate family. Immediate family, as used for purposes of this section, shall be defined as mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, grandfather, grandmother, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, granddaughter, grandson, stepson, stepdaughter, stepfather or stepmother of the unit member, or foster child, foster parent, or legal guardian of the unit member, or any relative living in the immediate household of the unit member.

12.3.1 Upon a unit member's request to his/her immediate supervisor, a unit member shall be entitled to one (1) day of leave with pay on account of the death of a niece, nephew, aunt or uncle of the unit member.

12.3.2 The District may grant additional bereavement leave where travel is required or where other extenuating circumstances are involved.

12.4 Personal Necessity Leave: A unit member may utilize not more than eight (8) days of his/her accumulated sick leave for the following personal emergencies:

(a) Death of a member of the unit member's immediate family when the number of days exceeds that allowed for bereavement leave. Immediate family is defined in the Bereavement Leave section of this Article.

(b) Accident involving his/her person or property or the person or property of a member of his/her immediate family as defined above of such an emergency nature as to require the absence of the unit member during his/her working day.

(c) Appearance in court as a litigant. The unit member shall file evidence of the court appearance with the Human Resources Department through the school site administrator/supervisor.

(d) Acute illness of a member of his/her immediate family requiring professional treatment or hospitalization and of such a serious nature as to require the absence of the unit member during his/her working day. The District may require the statement of a physician certifying the nature of the illness.

(e) Imminent danger to the home of the unit member occasioned by a factor such as flood or fire, serious in nature and which requires the absence of the unit member during his/her working day.

12.4.1 A unit member planning to return after such an absence from duty shall notify the school of his/her intention to return not later than 2:00 p.m. of the day preceding the planned day of return. If this is not done, the unit member will be charged with another day of absence.

12.4.2 If the need to be absent is known in advance, the unit member must obtain prior written approval from the appropriate supervising administrator. When the need to be absent is not known in advance, the unit member must notify the Human Resources Department by 7:00 a.m. of the day of absence.

12.5 Jury Service Leave: A jury service leave shall be granted to a unit member who has been officially summoned to jury duty in either a State or Federal Court. Request for jury service leave should be made by presenting the official court summons to jury service to the immediate supervisor.

12.5.1 Leave shall be granted for the period of the jury service.

12.5.2 The unit member shall receive full pay while on leave provided the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District. The unit member shall be entitled to retain any expenses for parking, mileage, food or other expenses incidental to jury service.

12.5.3 A unit member on jury service leave shall notify the District of his/her intent to be at work on the next workday, if possible, by 2:00 p.m. If it is not possible to give such notice by 2:00 p.m. then the

unit member shall notify the District, via Human Resources Department's substitute answering service, that he/she intends to be at work the next day.

12.5.4 The District affirms the desirability of uninterrupted service. Therefore, in the instance of jury duty, if a unit member has been requested (not volunteered) to serve on jury duty during a normal workday, and chooses to obtain deferment of jury service to a holiday and/or unpaid vacation days, the District will pay that unit member thirty dollars ($30.00) per day for each day the classroom teacher serves on deferred jury duty during a holiday or unpaid vacation day rather than a normal workday, to a maximum of three hundred dollars ($300.00) per school year. To be eligible for such payment (1) the unit member must obtain and submit to the District a written statement from the court indicating the dates for which jury service was required, and that deferment of jury service was requested by the unit member and has been rescheduled to the holiday or unpaid vacation days, and (2) upon completion of jury duty, the unit member must obtain and submit to the District a written statement from the court verifying the number of actual days on jury duty. These written statements must be submitted to and received by the District's Business Office no later than ten (10) working days after the completion of the deferred jury duty service for the unit member to be eligible for payment. On days in which

the unit member is excused from jury duty, the unit member will not be eligible for any payment. Any unit member serving in a position for which a substitute is not normally obtained by the District will not be eligible for deferment remuneration under this section,

12.6 Personal Leave: At the discretion of the District, a personal leave may be granted to a unit member for personal reasons, e.g., matrimony, family illness, urgent business affairs (such as house purchase closing settlements, appearance as witness to wills and similar legal matters, appearance when wills involving the unit member are being probated), or religious holidays. This provision is not intended to grant a leave for the purpose of attending or participating in a meeting of an "employee organization" or other meetings or activities with respect to "employer-employee relationships."

12.6.1 The maximum leave shall be twenty (20) consecutive working days without pay and a maximum of three (3) days with pay, chargeable to earned sick leave allowed during the year. No salary will be paid by the District for days exceeding three (3) in any one (1) school year for this purpose.

12.6.2 When the reason for use of personal leave is not of an emergency nature, prior notice must be given to the school site administrator/supervisor before taking personal leave.

12.7 Witness Leave: A witness leave shall be granted to allow a unit member to appear as other than a litigant in the case, in response to a duly served subpoena.

12.7.1 Leave will be granted for the number of days specified in the subpoena or all days of attendance in court as certified by the clerk or other authorized officer of such jury or court.

12.7.2 The unit member will receive full pay during the period of leave provided the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District.

12.7.3 Request for witness leave should be made by presenting the official court summons to appear as a witness to the immediate supervisor.

12.8 Family Care and Medical Leave

12.8.1 Any unit member who has served in the District more than 1250 hours in the immediate preceding 12-month period, shall be eligible to take unpaid family care and medical leave in accordance with the provisions of Title 29 of the United States Code, section 2601, et seq. (FMLA) and California Government Code section 12945.2.

12.8.2 Family care and medical leave may be used for the following reasons:

a. The birth of the unit member's child.

b. The placement of a child with the unit member in connection with the unit member's adoption or foster care of the child.

c. To care for the serious health condition of the unit member's child, parent or spouse.

d. Because of the unit member's own serious health condition that makes the unit member unable to perform the functions of the position in which the unit member is employed, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

12.8.3 For purposes of this provision, "serious health condition" means an illness, injury, impairment or physical or mental condition which prevents the unit member from performing the functions of the position in which the unit member is employed, or which warrants the participation of the unit member in providing care to a family member during a period of treatment, and involves either:

a. Inpatient care in a hospital, hospice or residential health care facility; or

b. Continuing treatment or continuing supervision by a health care provider.

12.8.4 For purposes of this provision, "health care provider" has the same meaning as it is prescribed in Government Code section 12945.2, subdivision (c)(5).

12.8.5 For purposes of this provision, "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:

a. Under eighteen (18) years of age; or

b. An adult dependent child.

12.8.6 For purposes of this provision, "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.

12.8.7 A unit member is entitled to family care and medical leave for no more than a total of twelve (12) workweeks within a 12-month period, unless additional leave is granted by the Superintendent/Designee.

12.8.7.1 The entitlement to leave for the birth or placement of a child shall expire at the end of the 12-month period beginning on the date of such birth or placement.

12.8.7.2 The entitlement to leave for a serious health condition shall expire at the end of the 12-month period beginning on the initial date of the unit member's first day of leave for the serious health condition. The unit member's notice of leave shall specify: the date the leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, and the anticipated date of return to continuous active service if known to the unit member.

12.8.8 If a unit member's need for family care leave is foreseeable, he/she shall give the District reasonable advance notice.

12.8.8.1 If the event necessitating family care leave is known more than thirty (30) calendar days prior to the unit member's need for leave, the unit member must provide the District with a thirty (30) calendar day advance written notice of the unit member's need for leave.

12.8.8.2 If the event necessitating family care leave is known less than thirty (30) calendar days prior to the unit members need for leave, the unit member must provide the District with as much advance notice as reasonably possible, however under no circumstances, except for cases of medical emergency or unforeseen circumstance, will a request for leave be made less than ten (10) workdays in advance of the requested leave. Failure to provide at least three (3) workdays advance written notice entitles the District to delay commencement of the leave until ten (10) workdays have passed from the date of the request.

12.8.8.3 If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations.

This scheduling shall be subject to the health care provider's approval.

12.8.9 Family care and medical leave can be taken in multiple periods. The minimum duration of any family care and medical leave period shall be two (2) weeks. However, the District must twice grant a unit member's request for family care leave of at least one-half (1/2) day but less than two (2) weeks duration, if the unit member complies with all the requirements of the provisions of Article 12, Section 12.8 of this Agreement.

12.8.10 During the period of leave taken pursuant to the provisions of Article 12, Section 12.8 of this Agreement, the unit member must concurrently use any accrued vacation leave, other accrued time off, or any other available paid leave. If the unit member takes a leave because of his/her own serious health condition, the unit member must concurrently use any accrued sick leave during the period of the leave. However, a unit member shall not use sick leave in connection with a birth, adoption or foster care, or to care for a child, parent or spouse with a serious health condition, unless mutually agreed to by the District and the unit member.

12.8.11 The District shall maintain the unit member's health and welfare programs, for the duration of the family care and medical leave.

12.8.12 The unit member shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a

break in service for purposes of longevity, permanent status, seniority, or any unit member benefit plan. However, any time taken as leave under this provision shall not be considered employment within the meaning of Education Code sections 44929.21, 44893 to 44900, inclusive, 44901 to 44906, inclusive, and 44908 to 44919, inclusive.

12.8.13 A unit member's request for leave to care for a child, spouse or parent who has a serious health condition shall be supported by a certification from the health care provider of the individual requiring care. This certification shall include:

a. The date on which the serious health condition commenced;

b. The probable duration of the condition;

c. An estimate of the amount of time that the health care provider believes the unit member needs to care for the individual requiring the care; and,

d. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

12.8.14 A unit member's request for family care and medical leave, because of the unit members own serious health condition, must be supported by a certification issued by his/her health care

provider. That certification shall be sufficient if it includes all of the following:

a. The date on which the serious health condition commenced;

b. The probable duration of the condition; and,

c. A statement that, due to the serious health condition, the unit member is unable to perform the function of his/her position.

12.8.15 Upon expiration of the time estimated by the health care provider in provisions 12.8.13, subparagraph c, and 12.8.14, subparagraph b, if additional leave is required, the District may require the unit member to obtain recertification in accordance with the same procedures provided in provisions 12.8.13 and 12.8.14.

12.8.16 In any case in which the District doubts the validity of the certification provided pursuant to provisions 12.8.13 and 12.8.14, the District may require, at the District's expense, that the unit member obtain the opinion of a second health care provider, designated or approved by the District, concerning any information certified under provisions 12.8.13 and 12.8.14.

12.8.16.1 The health care provider designated by the District shall not be employed on a regular basis by the District.

12.8.16.2 If the second opinion differs from the opinion in the original certification, the District may require, at the

District's expense (including release time), that the unit member obtain the opinion of a third health care provider, designated or 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 unit member.

12.8.17 As a condition of a unit member's return from family care and medical leave because of the unit member's own serious health condition, the unit member must obtain certification from his/her health care provider that the unit member is able to resume work without restriction, unless otherwise determined under the Americans With Disabilities Act (ADA).

12.8.18 If a unit member who is on leave for family care and medical leave in connection with the birth of a child suffers a miscarriage or loses the child, the unit member may request an immediate assignment to a unit position.

12.8.19 The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any unit member because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave rights.

12.8.20 Leave taken by a unit member pursuant to the provisions of Article 12, Section 12.8 of this Agreement shall run concurrently with any accrued vacation leave, sick leave, other accrued time off, or any other available paid leave taken as provided in Section 12.8.10 and shall run concurrently with leave taken pursuant to the FMLA or California Government Code Section 12945.2 and under no circumstance shall entitle a unit member to an aggregate amount of leave in excess of twelve (12) workweeks in a 12-month period.

12.8.21 A unit member is entitled to take, in addition to the leave provided for under these provisions, the pregnancy disability leave provided for under Article 12, Section 12.10 of this Agreement.

12.9 Leave Without Pay for Childbearing Preparation or Child Rearing Leave without pay or other benefits may be granted to a unit member for preparation for childbearing or for child rearing who do not qualify for family care and medical leave under Section 12.8 as follows:

12.9.1 The unit member shall request such leave as soon as practicable, but under no circumstance less than ten (10) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

12.9.2 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of

the Superintendent/Designee when considering the scheduling and replacement problems of the District.

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

12.9.4 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on childbearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery there from.

12.9.5 Unit members using leave under this section shall not be entitled to compensation, benefits, increment, or the accrual of seniority for layoff or reductions in force, or other such purposes; nor shall probationary unit members earn credit for tenure purposes while using such leave.

12.9.6 If a unit member who is on leave for childbearing or child rearing suffers a miscarriage or loses the child, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

12.10 Leave for Pregnancy Disability: Unit members are entitled to use sick leave as set forth in Section 12.2, Personal Illness and Injury Leave, of this Article, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

12.10.1 A female unit member is entitled to take unpaid leave on account of pregnancy for a reasonable period, not to exceed four (4) months, during which the female unit member is disabled on account of pregnancy, childbirth, or related medical conditions. The length of such disability leave, which in no event shall be greater than four (4) months, including the date on which the leave shall commence and the date of which duties are to be resumed, shall be determined by the unit member and the unit member's physician.

12.10.2 Unit members are entitled to leave without pay and without other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave provided in Section 12.2, Personal Illness and Injury Leave of this Article, has been exhausted

12.10.3 Any female unit member who takes pregnancy disability leave pursuant to Section 12.10, must give the District reasonable notice

of the date the leave shall commence and the estimated duration of the leave.

12.10.4 Any pregnant female unit member who so requests, may be temporarily transferred to a less strenuous or hazardous position for the duration of her pregnancy, if the transfer can be reasonably accommodated by the District. However, under no circumstances is the District required to create additional positions to accommodate a female unit member's request to be temporarily transferred to less strenuous or hazardous position.

12.10.5 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

12.11 Sabbatical Leave: A sabbatical leave may be granted to a unit member for one of the following purposes:

(a) Travel The unit member must spend sixty percent (60%) or more of the leave in travel outside of Los Angeles County.

(b) Formal Study The unit member must pursue a program of six (6) or more units each semester in an accredited institution of higher learning. Work must relate to the present or prospective service of the unit member or must qualify him/her for a higher credential or degree.

(c) Independent Study The unit member must pursue a program of study, research or improvement. The program must be the equivalent to the effort and content for the formal study program.

(d) Combination Travel and study may be combined. One (1) calendar month of travel will be considered equivalent to two (2) college semester units.

12.11.1 Sabbatical leave may be granted for not less than one (1) semester or two (2) quarters, or not more than two (2) consecutive semesters.

12.11.2 Any unit member who has completed seven (7) or more consecutive years of service to the District is eligible to apply for sabbatical leave once each seven (7) years.

12.11.3 A year of service shall consist of a minimum of seventy-five percent (75%) of the teaching days of the school year exclusive of absences due to illness or other compensated leave.

12.11.4 A unit member making request for a sabbatical leave to start the second semester of a school year must have completed a minimum of fifty (50) days of service during the first semester of the school year.

12.11.5 Every unit member as a condition to be granted a leave of absence, shall agree in writing to render a period of service in the employ of the District following his/her return from the leave which is equal to twice the period of the leave.

12.11.6 The compensation to be paid to the unit member granted sabbatical leave shall be fifty percent (50%) of the teaching salary to which he/she would have been entitled during the time covered

by such leave. A unit member on sabbatical leave may elect to receive his/her salary under either of the following provisions:

(a) In two (2) equal installments during the first two (2) years following the return from sabbatical leave.

(b) The first installment shall be paid at the end of the first semester after the return of the unit member from leave, and provided that the unit member has received salary, other than that for illness, for a minimum of seventy-five (75) days during the first semester. If the unit member has not received salary, other than for illness, for minimum of seventy-five (75) days during the first semester, but does receive salary for such minimum number of days during the first and second semesters after his/her return from leave of absence, the first installment shall be paid at the end of the second semester.

(c) The second installment shall be paid at the end of the third semester after the return of the unit member from leave and provided that the unit member has received salary, other than that for illness, for a minimum of seventy-five (75) days during the third semester. If the unit member has not received salary, other than for illness, for a minimum of seventy-five (75) days during the third semester, but does receive salary for the minimum number of days during the

third and fourth semesters after his/her return from leave, the second installment shall be paid at the end of the fourth semester.

(d) Bi-monthly payment to the unit member during the sabbatical leave after filing suitable bond with the Board of Trustees indemnifying the Board in case the unit member does not return to his/her position; such bond shall be exonerated in event the failure of the unit member to render such service of two (2) years is caused by the death or mental or physical disability of the unit member.

12.11.7 Additional compensation received by the unit member in excess of the difference between the unit member's regular salary and the salary while on leave will be deductible from the leave salary paid by the District. Additional compensation is compensation for services or employment during the period of sabbatical leave other than compensation granted by the District.

12.11.8 Additional assistance from such recognized sources of aid to study, research and travel as scholarships, grants and fellowships shall not constitute additional compensation in the meaning of the above paragraph. It shall be the policy of the District to encourage its unit members to seek such assistance.

12.11.9 The unit member should make written application to the Human Resources Department on the form provided. Application shall be

made at least ninety (90) days prior to the date the leave is requested to begin. The District shall provide the unit member written notification of the disposition of the application within twenty (20) days after receipt of the application.

12.11.10 The number of unit members on sabbatical leave any one (1) semester shall not exceed two percent (2%) of the total number of unit members of the District.

12.11.11 In the event of the number of eligible unit members applying for sabbatical leave during any one (1) semester exceeds two percent (2%) of the total number of unit members of the District, the granting leaves shall be governed by:

(a) Priority of application;

(b) Reasonable distribution of applicants by school;

(c) Seniority;

(d) Relative merits of the reasons for desiring leave;

(e) Whether applicant has been granted previous leave; and,

(f) Budgetary considerations.

12.11.12 At the expiration of the leave of absence of the unit member, he/she shall, unless he/she otherwise agrees, be reinstated in the position held by him/her at the time of the granting of the sabbatical leave of absence.

12.11.13 Each unit member returning from sabbatical leave shall file with the Human Resources Department a written report not later than forty-five (45) days after return to active duty.

(a) Such report shall contain detailed data as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience or knowledge gained while on leave, and the manner in which such experience or knowledge may be used for the benefit of the students or the schools of the District.

(b) Such report shall be presented to the Board of Trustees for approval.

12.11.14 Interruption of the program of study or travel while on sabbatical leave by serious accident or illness which is verified by a medical statement from a licensed physician shall not affect the amount of compensation to be paid the unit member under the terms of the sabbatical leave provided that the Superintendent/Designee has been promptly notified of such accident or illness.

12.11.15 In case of such accident or illness while on sabbatical leave, notification shall be made by registered letter, mailed within ten (10) days of such accident or illness.

12.11.16 A unit member returning from sabbatical leave shall receive the same progressive advancement on the salary schedule as he/she

would have received had he/she remained in active service in his/her regular position.

12.11.17 A period of sabbatical leave does not affect retirement status provided the unit member makes retirement contributions for the period of the leave. Retirement contributions shall be made on the basis of the sabbatical leave compensation.

12.12 Industrial Accident/Illness Leave: Industrial accident/illness leave shall be granted to a unit member who experiences an industrial accident or illness as defined in section 3208 et seq. of the Labor Code of the State of California, and whose disability arising from such accident or illness is verified by competent medical authority.

12.12.1 The allowable leave for industrial accident or illness in any one (1) fiscal year shall not exceed sixty (60) teaching days. This leave is not cumulative. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury. Leave commences on the first day of absence.

12.12.2 A unit member shall continue to receive regular salary while on industrial accident or illness leave. During this paid leave of absence, the unit member shall endorse to the District temporary disability indemnity checks received from the District Workers' Compensation Insurance Fund on account of his/her industrial accident or illness. The District, in turn, shall issue the unit

member's appropriate salary warrants deducting normal retirement and other authorized contributions. The endorsement rule does not apply to final settlement for permanent disability.

12.12.3 Any industrial accident/illness disability which extends beyond the period of sixty (60) teaching days, shall be deducted from regular illness leave and shall be subject to the provisions of illness leave. The unit member shall continue to receive regular salary and endorse temporary disability indemnity checks to the District until such time as all regular illness leave credits are exhausted. If a unit member remains disabled after all regular illness leave is used, he/she shall continue to endorse temporary disability indemnity checks to the District and shall receive salary as prescribed in Article 12, Section 12.2, Personal Illness and Injury Leave, or as required by Section 4451 et seq. of the Labor Code of the State of California, whichever is greater. A unit member who remains disabled after expiration of all District salary continuation benefits shall continue to receive temporary disability checks in accordance with the Labor Code of the State of California.

12.12.4 Request for accident or on-the-job illness leave must be made in writing to the Office of Risk Management through the school site administrator/ supervisor.

12.12.5 The unit member shall notify the school site administrator/supervisor and the Human Resources Department of

his/her impending return to duty in ample time to inform the substitute of his/her release from the temporary assignment. Before the unit member returns to duty, the District may require a statement from a physician certifying the fitness to return.

12.13 Military Leave: A military leave shall be accorded to unit members, as required by applicable Federal and State Laws.

12.13.1 A unit member who is called for active duty shall be granted a military leave for the period of the military service and up to six (6) additional months after the unit member honorably leaves the military service or is released from active duty.

12.13.2 A unit member who is a member of the Reserve Corps of the Armed Forces of the United States is entitled to a temporary leave not to exceed 180 days. Unless mandated otherwise by a superior military officer in command, unit members rendering Reserve Corps service shall perform it at a time outside the regular school year.

12.13.3 Upon presentation of adequate evidence of military service, the unit member shall be paid his/her salary for the first school or calendar month of such absence due to military service according to the salary assignment providing the following conditions are met:

(a) The unit member is ordered into active duty from membership in the Reserve Corps of the Armed Forces of the United States, or is inducted, enlists, enters or is

otherwise ordered or called into active duty as a member of the Armed Forces of the United States;

(b) The unit member is engaged in the performance of ordered military duty or is going to or returning from such duty;

(c) The unit member must have been in the service of the District for a period of not less than one (1) year immediately prior to the dates the military duty begins. Previous temporary or active duty may be counted to accumulate the required year.

12.13.4 Unit members should make written request for a military leave of absence and submit it to the Human Resources Department together with a copy of his/her orders.

12.13.5 A unit member returning from military service shall be returned to a position in his/her classification, if such position exists, otherwise to a comparable vacant position for which he/she is qualified. Unit members should submit evidence of honorable military service and the dates of active duty.

12.13.6 Credit for military service shall be granted toward advancement on the Salary Schedule on the same basis as if the service had been performed for the District.

12.13.7 Time served in the military service shall be included as years of service for retirement purposes.

12.14 Opportunity Leave: At the discretion of the District an opportunity leave may be granted in order that a tenured unit member may return to a college or university to pursue a course of study leading to a higher degree or credential or may accept a position in industry which will result in the unit member rendering more effective service to the school district upon his/her return. No leave will be granted for service in another school district or in other positions in education unless it concerns a specialized field completely different from what the unit member has been doing and one which would be of benefit to the District upon his/her return from the leave. The unit member requesting opportunity leave shall sign a statement of intent to return to the District at the termination of the opportunity leave.

12.14.1 Leave may be granted for one (1) or two (2) semesters, not to exceed one (1) year, but may be extended at the discretion of the Board of Trustees.

12.14.2 No salary or benefits will be paid by the District for the period of the leave.

12.14.3 The unit member should submit a written request to the Human Resources Department including a description of the proposed program and its objectives. Applications shall be submitted prior to September 1st of the coming year of which the unit member wishes to take the opportunity leave.

12.15 Two Hour Emergency Leave: Emergency shall be defined as an unscheduled event that requires the unit member's immediate attention after the unit

member has reported to work. Upon a unit member's request, the immediate supervisor may authorize the unit member to be absent without loss of pay or deduction from other leave for periods not to exceed two (2) hours when there is such an emergency and it is requested infrequently.

12.16 Personal Leave Without Pay: At the discretion of the District, a unit member may be granted an unpaid leave for up to one (1) school year for health, travel, and other reasons satisfactory to the District. A unit member seeking such leave shall submit a written request to the Human Resources Department which includes the reason(s), any supporting information relating thereto, and the requested duration of the leave.

12.17 Professional Growth Leave: A regular full-time teacher may request a professional growth leave at the end of the school year, under the following conditions:

12.17.1 It must be apparent that a true professional growth opportunity exists for the unit member and the District and the leave is necessary in order to take advantage of it.

12.17.2 The immediate supervisor must endorse the written request, such signature to indicate his/her concurrence in the request. If the immediate supervisor does not give endorsement of the written request, the case may be presented to the Superintendent's Designee for additional review

12.17.3 An adequate substitute must be available.

12.17.4 The professional growth-in-service activity must be directly related to the area of assignment of the unit member.

12.17.5 Final examinations shall have been given by the unit member before beginning the leave.

12.17.6 The unit member must have prepared grade reports and attendance records for his/her students.

12.17.7 Non-teaching personnel receiving this leave shall properly conclude their year's work to the satisfaction of the immediate supervisor before leaving. For the number of days of approved leave the unit member shall receive the difference in his/her pay and that of a substitute, or in the event no substitute is required the difference shall be the same as if a substitute were required.

12.18 If the District believes that an unit member cannot safely or adequately perform the duties of his/her position, or if a unit member is using any leave based on an illness or an injury, the District may require that the unit member be examined by a District-selected physician at District expense. This section shall be applicable to members of all Association bargaining units.

# ARTICLE 13

## CLASS SIZE

13.1 When administratively practicable, whenever the District's financial resources allow, and whenever the facilities are available, the following average class size shall be maintained:

**STAFFING RATIO**

| *ELEMENTARY SCHOOLS | RATIO |
|---|---|
| Kindergarten Classes | 30 Pupils plus or minus 1 (20 so long as funded by state) |
| Grades 1-3 | 30 Pupils plus or minus 1 (20 so long as funded by state) |
| Grades 4-5 | 33 Pupils plus or minus 1 |
| *SECONDARY SCHOOLS | |
| Grades 6-12 | 33 Pupils plus or minus 1 |

13.2 *These ratios do not include additional certificated personnel who may be added under federally funded programs such as Chapter 1, EIA, VEA and ROP; other categorically funded programs which provide for smaller class sizes; or mainstreaming in Special Education.

13.3 In addition, the above listed class size averages are subject to modification for purposes such as, but not limited to, avoidance of split grade classes or low enrollment classes, large group or experimental instruction team teaching, limitations because of distribution of pupils by attendance areas, changes in enrollment, or other valid reasons.

13.4 No Physical Education class will exceed sixty (60) students.

# ARTICLE 14

## CHILDREN'S CENTER TEACHERS

14.1 The provisions of this Agreement shall apply to Children's Center Teachers except as modified by the following:

14.1.1 Children's Center Teachers' hours shall vary between four (4) and seven (7) hours, depending upon the number of students enrolled, exclusive of a lunch period.

14.1.2 Children's Center Teachers shall have an uninterrupted lunch break of thirty (30) minutes. A physical relief break shall be provided Children's Center Teachers within each three (3) hour block of time.

14.1.3 The District will make a good faith effort to minimize the use of split shifts. It is understood that the minimizing of split shifts is not to involve additional costs or unnecessarily reduce the number of hours of Children's Center Teachers.

14.1.4 Whenever it is necessary to reduce the number of hours of Children's Center Teachers, those teachers assigned the greatest number of hours per day and with least number of years of teaching within the District shall have their hours reduced before those with a greater number of years of teaching within the District.

14.2 Leaves - General Provisions: A leave of absence is an authorization for a unit member to be absent from duty.

14.2.1 The District may request verification of the reason for an absence if it has reasonable cause to believe that the purpose of the leave has been violated.

14.2.2 Upon return from absence, a unit member shall be required to complete the Individual Absentee Report (Form F-119).

14.2.3 A unit member on an approved leave without pay may continue enrollment in health and welfare benefit plans by paying the required premiums in a periodic manner as required by the District.

14.2.4 In general, leave shall not be available to the unit member until earned. However, in emergency situations leave may be advanced to the unit member upon the recommendation of the Superintendent/Designee and the approval of the Board of Trustees.

14.2.5 Such leave must be repaid into the unit member's account at the rate specified for the accumulation of Vacation Leave. Unit members who leave the service of the District prior to repaying such leave shall have the value of the unpaid leave deducted from their final severance pay.

14.3 Specific Leave Categories: Unit members who have fixed and continuing responsibilities in rendering services to the District are eligible for the following leaves:

14.4 Vacation Leave: Vacation leave shall be earned as follows:

14.4.1 One (1) through two (2) years of service: one (1) day of vacation for each qualifying month of service to a maximum of twelve (12) days for each fiscal year.

14.4.2 Three (3) through ten (10) years of service: one and one-fourth (1-1/4) days of vacation for each qualifying month of service to a maximum of fifteen (15) days for each fiscal year.

14.4.3 Eleven (11) through fourteen (14) years of service: one and one-half (1-1/2) days of vacation for each qualifying month of service to a maximum of eighteen (18) days for each fiscal year.

14.4.4 Fifteen (15) through nineteen (19) years of service: one and three-fourths (1-3/4) days of vacation for each qualifying month of service to a maximum of twenty-one (21) days for each fiscal year.

14.4.5 Twenty (20) years of service or more: two (2) days of vacation for each qualifying month of service to a maximum of twenty-four (24) days each fiscal year.

14.4.6 Vacation leave shall be used in increments of four (4) hours or more. Requests for vacation leave of three (3) days or less shall be submitted for approval to the Supervisor at least two (2) days prior to the requested beginning date of the leave. Requests for vacation leaves of more than three (3) days shall be submitted for approval to the Supervisor at least thirty (30) days prior to the requested beginning date of the leave.

14.4.7 Certificated 12-month unit members, i.e., those contracted for the period of July 1st through June 30th, must take a minimum of eleven (11) days vacation leave per year unless prior approval has been granted by the Board of Trustees.

14.4.8 Unit members who enter the school year with more than one (1) year's leave accumulation will be permitted to use such leave at the discretion of the Supervisor or the Superintendent/Designee; however, such leave when added to the earned vacation leave for each year shall not exceed two (2) years' worth of earned vacation leave.

14.4.9 Unit members on vacation leave may, at the discretion of the Supervisor or the Superintendent/Designee, be recalled for the performance of necessary duties. The unit member shall not lose any vacation days due to such a recall, and, if necessary, may have his/her accumulated vacation total exceed the two (2) years' limitation stated by the number of vacation days lost due to any recall.

14.5 Bereavement Leave: Bereavement Leave shall be granted to unit members in accordance with the provisions of Article 12, Section 12.3.

14.6 Personal Leave: Personal Leave may be granted to unit members in accordance with the provisions of Article 12, Section 12.6.

14.7 Personal Necessity Leave: Personal Emergency Leave shall be granted to unit members in accordance with the provisions of Article 12, Section 12.4.

14.8 Religious Holiday Leave: Religious Holiday Leave, not to exceed six (6) days in any one fiscal year, may be granted to unit members for observance of religious holidays. Such leave shall be deducted from the unit member's personal illness and injury account.

14.9 Legal and Local Holiday Leave: Leave shall not be charged to the unit member for those days within the calendar year which have been defined by the Board of Trustees as legal or local holidays for Children's Center members.

14.9.1 If a unit member is required to perform regular service on a day declared by the President of the United States, the Governor of California, or the Board of Trustees as a holiday, he/she shall be granted leave on another day on a day-for-day basis.

14.9.2 Those periods within the school year defined as recess periods for certificated unit members and pupils shall be considered duty periods for personnel covered by Article 14.

14.9.3 However, unit members who wish to take vacation leave during these recess periods may do so with the approval of the Supervisor or the Superintendent/Designee. Such leave shall be charged against the total vacation leave earned by the unit member.

14.10 Personal Illness and Injury Leave (Sick Leave): Children's Center unit members whose assignment is seven (7) hours or more per day shall earn sick leave on the basis of one (1) day per month. Children's Center unit members assigned fewer than seven (7) hours per day shall earn sick leave on a pro rata basis.

14.10.1 Vacation leave may be used for the purpose of illness and injury after personal illness and injury leave credited to the unit member has been exhausted.

14.10.2 Class size as it relates to Children's Center Teachers shall be in accordance with guidelines established by the State of California.

14.10.3 A full-time assignment for Children's Center Teachers is seven (7) hours.

14.10.4 When it becomes necessary to reassign a full-time Children's Center Teacher from one site, the full-time teacher with the least number of years in the District at the site shall be reassigned prior to those with greater number of years of service in the District at that site.

## COMPTON UNIFIED SCHOOL DISTRICT

## STATE CHILDREN'S CENTER
## SALARY SCHEDULE
## 2000-2001 SCHOOL YEAR

| STEP | CLASS I | CLASS II | CLASS III | CLASS IV |
|---|---|---|---|---|
| 1 | $13.32 | $13.71 | $14.13 | $14.56 |
| 2 | $13.71 | $14.13 | $14.56 | $15.00 |
| 3 | $14.13 | $14.56 | $15.00 | $15.44 |
| 4 | $14.56 | $15.00 | $15.44 | $15.92 |
| 5 | $15.00 | $15.44 | $15.92 | $16.34 |

Class I Provisional Permit Received Prior to January 1, 1984.
Class II 60 Units and Permit.
Class III 90 Units and Permit.
Class IV B.A. Degree and Regular Permit.

**Hourly Rate for Substitute Teachers: $10.71**

Children's Center Teachers currently employed in the District having a valid K-12 California teaching credential shall have the opportunity to enter the District's K-12 voluntary transfer pool for the purpose of interviewing for teaching positions. Such teachers shall be afforded credit for previous service experience for step increments up to nine (9) years on the salary schedule.

# ARTICLE 15

## COMPTON UNIFIED SCHOOL DISTRICT
## STATE PRE-SCHOOL
## SALARY SCHEDULE D
## 2000-2001 SCHOOL YEAR

| STEP | CLASS I | CLASS II | CLASS III | CLASS IV |
|---|---|---|---|---|
| 1 | $ 1,994.93<br>$15.56 | $2,094.48<br>$16.35 | $2,196.63<br>$17.14 | $2,311.69<br>$18.05 |
| 2 | $2,094.48<br>$16.35 | $2,196.63<br>$17.14 | $2,311.69<br>$18.05 | $2,422.89<br>$18.91 |
| 3 | $2,196.63<br>$17.14 | $2,311.69<br>$18.05 | $2,422.89<br>$18.91 | $2,543.11<br>$19.86 |
| 4 | $2,311.69<br>$18.05 | $2,422.89<br>$18.91 | $2,543.11<br>$19.86 | $2,675.01<br>$20.88 |
| 5 | $2,422.89<br>$18.91 | $2,543.11<br>$19.86 | $2,675.01<br>$20.88 | $2,804.29<br>$21.90 |

Class I Provisional Permit received prior to January 1, 1974.
Class II 60 Units and Permit.
Class III 90 Units and Permit.
Class IV B.A. Degree and Regular Permit.

**Hourly Rate for Substitute Teachers: $9.81**

Pre-School Teachers currently employed in the District having a valid K-12 California teaching credential shall have the opportunity to enter the District's K-12 voluntary transfer pool for the purpose of interviewing for teaching positions. Such teachers shall be afforded credit for previous service experience for step increments up to nine (9) years on the salary schedule.

# ARTICLE 16

## HEALTH AND WELFARE BENEFITS

16.0 Unit Member Eligibility

16.1 Effective with the beginning of the 2000-2001 benefit year, the District shall provide fully paid dental, vision, and life insurance benefits for full-time regular unit members. The District shall designate $192 annually per unit member for Public Employees Retirement System (PERS) health plan options. This amount shall be the District basic benefits coverage contribution. In addition, the District shall annually contribute a supplemental amount to be applied to the cost of benefit coverage to a maximum of:

| | | |
|---|---|---|
| A. | 3 Party or More | $6309 |
| B. | 2 Party | $4853 |
| C. | 1 Party | $2426.50 |

16.2 Life Insurance: Eligible unit members shall be provided with a $5,000 group term life insurance policy, the premiums for which shall be fully paid by the District. Unit members may be eligible for additional coverage up to $50,000 under the group policy. The premiums for such additional coverage shall be paid by the unit member.

16.3 Part-Time Unit Members: For the purpose of this Article, unit members who are scheduled to work six (6) or more hours per day are considered full-time unit members. For unit members scheduled to work less than six (6) hours per day,

the District's supplemental contribution for the selected plans shall be in accordance with the following schedule:

(a) Less than six (6) hours, but more than four (4) hours: The District's contribution shall be seventy-five percent (75%) of the amount set forth in Section 16.1 A, B, or C, whichever is appropriate.

(b) Four (4) hours: The District's contribution shall be fifty percent (50%) of the amount set forth in Section 16.1 A, B, or C, whichever is appropriate.

(c) Less than four (4) hours: Unit members are not eligible for health and welfare benefits.

16.4 Retirement bonus for Full-Time Retirees: Eligible full-time unit members who retire between their 55th and 65th birthdays shall be entitled to participate in the Retirement Bonus for Eligible Full-Time Retirees Incentive Program.

16.4.1 Effective November 1, 1992, the District will pay the basic premium of $12.00 per year for PERS health plan options for eligible full-time retirees. The District contribution will increase annually by five percent (5%), as required by the Public Employees Retirement System, until parity is reached with the basic benefits contribution for active employees. In addition, the District will pay an annual retirement bonus of $1,388.00, payable quarterly, to eligible full-time unit members who have provided a minimum of twenty (20) years of full-time paid service to the District, who retired between their 55th and 65th birthdays, and who retired on or after November 1, 1992. Those eligible full-time unit members who

retired between July 1, 1989 and October 31, 1992, and who retired between their 55th and 65th birthdays, shall be entitled to the $1,388.00 annual retirement bonus after eleven (11) years of full-time paid service to the District. The $1,388.00 retirement bonus will be paid between the eligible full-time retiree's 55th and 65th birthdays, and will cease upon the eligible full-time retiree's 65th birthday. The District will continue to pay the basic premium contribution, currently $12.00 per year, for the life of the retiree. There shall be no retroactive reimbursements.

16.4.2 From the eligible full-time retiree's 65th to 68th birthday, in addition to the $12.00 per year basic premium contribution, the District shall pay an annual retirement bonus to eligible full-time unit members who retired and received a retirement bonus pursuant to Section 16.4.1, and to eligible full-time unit members who meet the length-of-service and date-of-retirement requirements set forth in Section 16.4.1. The annual retirement bonus shall be $688.00, payable quarterly. There shall be no retroactive reimbursements.

16.4.3 For those eligible full-time unit members who retired prior to July 1, 1989, and for those eligible full-time unit members who do not qualify for the Retirement Bonus Incentive Program, the District will make an annual contribution for PERS, health benefits coverage of $12.00. The District contribution will increase annually by five percent (5%), as required by the Public Employees Retirement

System, until parity is reached with the basic contribution for active unit members.

16.4.4 If the District withdraws from or ceases participation in the PERS health benefits program, all District contributions to retirees set forth in this Article, including the basic District PERS contribution and the retirement bonus, shall cease.

16.5 Changing Coverage: Unit members may change from one health or dental plan to another during the open enrollment period each year. Unit members must have been enrolled in a vision plan for a two (2) year period before they will be allowed to change to another, and then only during open enrollment.

16.6 Unit members may change from one health insurance carrier to another during the open enrollment period each year.

16.7 Unit members who work a complete school year shall have Health and Welfare Benefits effective through the last day of October. Unit members who are employed subsequent to the first day of a payroll period shall have Health and Welfare Benefits commence as soon as is permissible by the insurance carrier.

16.8 Unit members who terminate their employment prior to the close of the school year shall be covered under the District's Health and Welfare Program through the last day of the payroll period for which premiums have been paid.

16.9 The Association and the District agree to convene a Health Insurance Cost Containment Committee with equal number of representatives from The Association and the District. All of the District's employee bargaining units will be invited to participate on the Committee.

16.10 The District and the Association agree to the formation of a joint committee to develop an "Employee Assistance Program."

# ARTICLE 17

## SALARY AND SALARY SCHEDULE RULES AND REGULATIONS

17.1 General: Unit members who serve less than the required annual number of working days for regular full-time unit members in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, unit members who serve for one (1) full school semester, shall receive not less than one-half (1/2) the annual salary applicable to their group and step.

17.1.1 Mandatory deductions from gross earnings are those required by law and include State Income Tax, Federal Income Tax, and State Teachers Retirement System.

17.1.2 Optional deductions are those deductions the unit member may elect to have taken from his/her earnings. Such deductions are made for items and services that are, from time to time, made available to the unit members by Board action. Optional deductions must be initiated in writing by the unit member. This authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization for the deduction.

17.2 Salary increase 2000-2001

An eleven percent (11%) salary increase on all salary schedules for the 2001-2001 school year retroactive to August 30, 2000.

17.3 Initial Placement on Schedules: Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of comparable service up to a maximum of nine (9) increments. New hires shall be given up to nine (9) years on the salary schedule upon verification of teaching experience with a valid California teaching credential and in compliance with District rules and regulations, and maximum of thirteen (13) years on the salary schedule for new hires in District defined difficult to staff areas. Private school experience for step increment on the salary schedule will be accepted, providing the private school is state accredited, the educational program is equal to that which is carried out in public schools, and the unit member in question held a valid credential at time of teaching. Unit members employed to teach vocational education subjects may be granted up to nine (9) years of credit for appropriate work experience, including work as a journeyman, in lieu of teaching experience. All previous experience shall be verified by official statements by unit members before experience credit shall be allowed.

17.3.1 All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit member. All transcript verifications must be received within thirty (30) days of the signing of the unit member's initial contract. Failure to do so will result in the District's withholding salary warrants until such documents are placed on file. Earned degrees received and units of study in an accredited institution of

higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. The accreditation status of a college, university, or private school at the time of the unit member's initial employment shall prevail.

17.3.2 Unit members whose initial District employment was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specially funded program for salary schedule placement and advancement purposes.

17.3.3 The lowest beginning salary shall be $34,000.00 for newly hired unit members holding a preliminary or clear credential. The increase in the beginning salary shall continue so long as separate funding is available from the state at no cost to the District, i.e., there shall be no encroachment on general funds to fund the increase in beginning salaries. The District shall submit to the Association a draft modified salary schedule to the Association. The minimum beginning salary agreement shall not take effect until the draft modified schedule is approved by the Association and the District.

17.4 Vertical Movement: All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class.

17.4.1 Unit members who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects will be entitled to continue on the salary schedule for each year of service while assigned to such restricted programs.

17.5 Horizontal Movement: Course credit for salary placement and movement shall be given only for post-graduate, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by the Association of American Universities and Colleges.

17.5.1 Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

17.5.2 Unit members requesting reclassification from one class to another must file such requests with the Human Resources Department no later than April 15th of each year. Supporting records or transcripts verifying post-graduate units of study that are to apply to such a

reclassification must be filed with the Human Resources Department no later than September 30th of the ensuing school year, for courses completed by September 30th of the school year. If by September 30th the unit member is unable to submit supporting records or transcripts verifying post-graduate units of study that are to apply toward reclassification, official notices in the form of a grade card or letter from the college or institution shall be submitted. Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit document to the District as soon as it is available, but no later than December 1st.

17.5.3 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification shall be corrected as soon as the error is verified.

17.5.4 Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification. Credit will not be accepted for course work taken in the armed service, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts. Course work taken through a foreign university or other institution which sponsors

travel tours for credits assigned upper division or graduate status, assigned a course title, and given unit value, shall be accepted. Such foreign university or other institution must be listed in the current edition of accredited institutions of higher learning, specified above.

17.5.5 If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, such unit member may petition the District for a waiver. Such waiver, if granted, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the unit member must make formal application to the District and receive approval in the form of the aforementioned waiver.

17.5.6 If a student from a teacher training institution is assigned to a unit member for training purposes and the District receives a stipend for this service from the institution, then the unit member to whom the student teacher is assigned shall receive the stipend.

17.6 Differential Compensation for Bilingual Teacher

17.6 Unit members serving in Limited English Proficient (LEP) positions shall have the opportunity to strengthen the determination and evaluation of components of the District's LEP program through the development of a District committee where fifty percent (50%) of

the unit members will be appointed by the Association. Final decisions regarding the program shall be reserved to the District.

17.6.1 Unit members shall have the opportunity to participate in the on-going diagnosis of pupils.

17.6.2 Reclassification criteria shall be determined by the District after taking into consideration unit member input and state-recognized assessment instruments.

17.6.3 Stipends for LEP Teachers: Bilingual classroom or resource teachers who are instructing full-time in a bilingual program shall be entitled to a stipend as follows:

17.6.3.1 A bilingual classroom or resource teacher with certification in a Bilingual Credential or with a valid Certificate of Competence shall be paid monthly a stipend of $3,000 annually.

17.6.3.2 A bilingual classroom or resource teacher with certification in two (2) competencies or with a Language Development Specialist certificate (LDS) shall be paid a stipend of $1,500 annually.

17.6.3.3 A bilingual classroom or resource teacher with certification in one competency shall be paid an annual stipend of $375.00, provided such competency was earned within the preceding nine (9) years. Those classroom or resource teachers who

have not requalified in the preceding nine (9) years shall receive the current stipend amount, $250.00.

17.6.4 All stipends shall be paid on a tenthly basis. Stipends will become effective the first semester after the unit member obtains the qualifying bilingual certification and after the unit member submits to the Human Resources Department an official notification letter indicating successful test results and/or a copy of the certificate itself. Test scores will be valid for nine (9) years, unless otherwise provided by law. (CLAD/BCLAD Certificate Handbook, California Commission on Teacher Credentialing.) Unit members whose qualifying becomes effective beginning in the second semester shall be paid a prorate share fifty percent (50%) of the stipend.

# ARTICLE 18

## ORGANIZATIONAL SECURITY

18.1 The Association and the Board of Trustees agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership from year to year unless revoked in writing between September 1st and September 30th of the year in which this Agreement terminates. The Board of Trustees will guarantee said maintenance of membership to the Association by enforcing payment of dues by unit members required under the terms set forth above and provisions of the Education Code and Government Code section 3540.1 (i) (1).

18.2 The right of payroll deduction for payment of organizational dues shall be accorded by the District exclusively to the Association, as long as the Association is the exclusive representative for the unit, and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association.

18.3 Pursuant to written authorization from the unit member to the District Payroll Office, the District shall deduct one-tenth (1/10th) of the Association dues from the regular salary check of the unit member each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year in accordance with a schedule provided by the Association.

18.4 Agency Fee (Fair Share)

18.4.1 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 in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

18.4.2 Any 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 within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee as provided in this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall

so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

18.4.3 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 members 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:

18.4.3.1 Foundation to Assist California Teachers

18.4.3.2 Brotherhood Crusade

18.4.3.3 Martin Luther King Scholarship Fund

18.4.3.4 To receive this exemption, the unit member must submit a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations to the Association executive board. The Association

executive board shall communicate in writing to the unit member of acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the same date as cash dues/fees of each school year.

18.4.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, shall be made on an annual basis to the Association and District, as a condition of continued exemption from the provision's agency fee. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payments in lieu of the service fee has been made. No inkind services may be received in lieu of payment. Such proof shall be presented on or before same date as cash dues/fees of each school year.

18.4.5 Any unit member making payments, as set forth in sections 18.4.3 and 18.4.4 above, and who requests that the grievance or arbitration provisions of this Agreement be used on his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

18.4.6 With respect to all sums deducted by the District pursuant to sections 18.4.1 and 18.4.4 above, whether for membership dues or agency fee, the District agrees promptly within thirty (30) days of the deduction to remit such monies 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.

18.4.7 The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

18.5 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation, and to indemnify and hold the District harmless from any administrative award or court order or judgment resulting therefrom.

18.5.1 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

18.6 Sections 18.4.3, 18.4.3.1, 18.4.3.2, 18.4.3.3, 18.4.3.4, 18.4.4, 18.4.5, 18.5 and 18.5.1 are not subject to the grievance arbitration provisions of the Agreement.

# ARTICLE 19

## MISCELLANEOUS PROVISIONS

19.1 Any individual contract hereafter executed between the District and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement, unless mutually agreed otherwise.

19.2 The specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State Law. In the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

19.3 Within thirty (30) days of ratification of the Agreement by both parties, the District shall have sufficient official copies of the Agreement printed and delivered to the Association so as to provide each unit member with a copy.

19.4 The District and the Association agree to the formation of a committee to develop plans and to encourage parental participation in the classroom learning process in order to bring to bear parental influence to increase student learning.

# ARTICLE 20

## ADULT SCHOOL TEACHERS

20.1 The provisions of this Agreement, except Articles 7, 8, 9, 10, 13, 14, 15, and 17, shall apply to Unit B. The following provisions shall apply only to Unit B:

20.1.1 Full-Time Adult School Teachers: Normally, the length of the unit members' work day shall be no more than six (6) hours, exclusive of lunch. The day may be longer when unit members are assigned adjunct duties.

20.1.2 The adjunct duties of unit members shall be limited to ten (10) hours per year unless the unit member is reimbursed for hours in excess of ten (10) at the "Other Extra Duty Assignment" rate found in Appendix A1. Adjunct duties shall be defined as program development, professional growth activities, parent conferences, committee assignments, faculty and District meetings, special help to students, back-to-school nights, public schools week/open house, student supervision, and other assignments which are determined to be necessary for the efficient operation of the Compton Adult School.

20.1.3 Unit members shall report to work at least ten (10) minutes prior to the beginning of their instructional day.

20.1.4 Each unit member shall be entitled to an unpaid duty-free lunch period of sixty (60) minutes.

20.2 Part-Time Adult School Teachers: Unit members who are part-time adult school teachers (assigned fewer than six (6) hours per day) shall be on campus for instructional and other assigned adjunct duties as defined in Article 20 Section 20.1.2. Adjunct duties of part-time unit members shall be limited to six (6) hours per year unless the unit member is reimbursed for hours in excess of six (6) at the "Other Extra Duty Assignment" rate found in Appendix A1.

20.2.1 Each part-time adult school teacher shall be on campus at least ten (10) minutes prior to the opening of his/her class.

20.3 Evaluation Procedures

20.3.1 Frequency of Evaluation: Probationary unit members who are assigned more than eighteen (18) hours per week shall be evaluated at least once each year. Permanent unit members shall be evaluated at least once every other year. Unit members who are assigned fewer than eighteen (18) hours per week shall be evaluated at least once each year.

20.3.2 Evaluator: The evaluator shall be the unit member's immediate supervisor and/or other management or supervisory employee who is so designated by the District. A unit member shall be notified who is to be his/her evaluator by October 15th of each year.

20.3.3 Evaluators shall, by October 30th of each school year, hold one (1) or more staff meetings to review the procedures for setting standards, techniques for assessment, and to review the evaluation calendar for the year.

20.4 Procedures for Setting Standards Shall Be: Prior to October 30th of each year, each unit member and his/her evaluator shall meet in an initial evaluation conference to draft the mutually determined standards to be achieved and the techniques for assessing the achievement of the standards. The date of the conference will begin the period for observation and follow-up conference which may be necessary to the evaluation process. Unit members shall be held accountable for their performance from the first day of the school year.

20.4.1 The techniques to be used for assessing the achievement of the mutually determined standards shall be listed on the evaluation report form for each area to be evaluated.

20.4.2 A good faith effort will be made to reach mutual agreement on the following elements:

(a) The establishment of standards of expected student progress in each area of study and of techniques for the assessment of the progress.

(b) Assessment of certificated personnel competence as it relates to the established standards.

(c) Assessment of other duties normally required to be performed by certificated employees as an adjunct to regular assignments.

(d) The establishment of procedures and techniques for ascertaining that the certificated employee is maintaining

proper control and is preserving a suitable learning environment.

20.5 If a unit member and his/her evaluator cannot reach agreement on the standards or assessment methods, the evaluator shall determine the standards and assessment methods. The unit member may note for the record and attach to the final determination, his/her disagreement with the standards and assessment method.

20.6 Procedures for Evaluation: The performance of unit members may be evaluated at any time without prior notice. Observations and visitations will be openly conducted. Hearsay may be utilized in the evaluation process only if the evaluator has reasonable cause to believe the hearsay is factual.

20.6.1 Prior to the final evaluation conference, there will be one (1) formal announced visitation during each school year for permanent unit members and one (1) per semester for probationary unit members.

20.6.2 Suggestions for improvement (Remediation Plan). When the evaluator indicates to a unit member that improvement is required, specific suggestions must be made in writing to include:

(a) Areas where improvement is needed;

(b) Specific suggestions for improvement;

(c) Additional resources that will be utilized to assist with improvement where recommended by the evaluator;

(d) Evaluator's role in assisting the unit member;

(e) Techniques for measurement of improvement; and,

(f) Time schedule for monitoring process.

20.6.3 No later than sixty (60) days prior to the close of the school year in which the evaluation takes place, a written copy of the evaluation shall be presented to the unit member.

20.6.4 No later than April 15th of the school year, a conference will be held between the unit member and his/her evaluator to discuss the evaluation.

20.6.5 At the final conference each standard will be checked as:

(a) performance unsatisfactory;

(b) performance less than satisfactory;

(c) performance satisfactory; or,

(d) satisfactory performance exceeded.

If (a) or (b) is checked, the evaluator will explain under the section for recommendations.

20.6.6 A unit member shall have a period of five (5) days following the meeting to discuss the evaluation, to prepare and submit a written reaction response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the unit member's personnel file.

20.6.7 Unit members shall not evaluate other unit members.

20.6.8 None of the aforementioned shall be construed to mean that performance standards or the evaluator's judgment regarding the level of performance of a unit member shall be subject to the

grievance procedure. Those matters as well as all other substantive matters regarding evaluation are expressly excluded from the grievance procedure.

20.7 Parent and Citizen Complaints: When an evaluator or immediate supervisor receives a parent or citizen complaint regarding the unit member which may be relevant to evaluation of the unit member, the unit member will be notified of the complaint and the unit member will be given an opportunity to discuss and resolve the matter, if possible, with the complaining party. If deemed desirable or necessary by the immediate supervisor or the unit member, the immediate supervisor or evaluator may take part in the conference. The evaluator may utilize such complaints in the evaluation process only if he/she has reasonable cause to believe that the complaint is factual.

20.8 Handling of Material in Personnel File Relevant to Performance Evaluation: Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

20.8.1 Such material is not to include ratings, reports, or records which:

(a) were obtained prior to the employment of the person involved;

(b) were prepared by identifiable examination committee members; or,

(c) were obtained in connection with a promotional examination.

20.8.2 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when

such person is not actually required to render services to the District.

20.8.3 Information of a derogatory nature, except material mentioned in Section 20.8.1, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

20.8.4 A unit member may be accompanied by his/her representative at such time as he/she is given an opportunity to review the material in his/her personnel file. No released time shall be granted the representative.

20.9 Lawful Non-School Related Activities: Evaluation of a unit member's performance shall not be predicated upon lawful, non-school related personal activities which have no impact on the unit member's effectiveness as an employee.

20.10 Safety: A unit member may suspend a student from his/her class for the day of the suspension and the day following for good cause. He/she shall report the suspension to his/her site administrator or designee, who must hold an informal hearing with the student to discuss the reason(s) for the suspension. The unit

member must complete a Report of Suspension Form and notify the appropriate persons and/or agencies.

20.10.1 A written description of the rights and duties of all administrators and unit members with respect to student discipline (including the right to suspend students), shall be presented to each unit member in writing within thirty (30) days of the effective date of this Agreement and the first day of each school year thereafter.

20.10.2 When, in the judgment of a unit member, a student requires the attention of the site administrator, assistant principal, counselor, psychologist, physician or other specialist, he/she shall follow the appropriate procedure established at the school to arrange a conference with the appropriate person(s).

20.10.3 A unit member may use reasonable force in the performance of duties, in accordance with section 44807 of the Education Code.

20.10.4 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their site administrator or other immediate supervisor who shall see that the incident is reported to the police and take other appropriate action.

20.10.5 If an altercation, disturbance or student discipline situation which occurred while the unit member was engaged in the reasonable performance of duties, results in a civil action against a unit member by a student or parent, such unit member may request the

District to furnish legal counsel at District expense to defend the action.

20.10.6 The District shall reimburse any person or persons for the loss, destruction, or damage by arson, burglary or vandalism of personal property used for instruction in the schools of the District and not reimbursed by insurance. No payment shall be made for any item having a value of less than $5 at the time of damage, nor shall any payment be made for repairs of less than $5, and:

(a) Reimbursement shall not exceed $100 nor be less than $5 and shall be made only when written approval for the use of the personal property in the schools was given before the property was brought to school and when the condition and value of the property was agreed upon by the person or persons bringing the property and the school administrator or person appointed by him/her for this purpose at the time the approval for its use was given. The form identified as Appendix J shall be used for this purpose.

(b) The District shall at its discretion pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the unit member or vehicles when any such property is damaged in the line of duty without fault of the unit member or if such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty. Replacing or repairing, or paying for such damaged or stolen property will be limited to damages or values exceeding $10, but not in excess of $100. Collision, theft of a vehicle or contents, and damage to a vehicle resulting from actual theft are specifically excluded from this coverage.

(c) Prior approval shall be obtained from the school administrator or the person appointed by him for this purpose, for the use of personal vehicles in line of duty. Such approval shall contain all information identifying the vehicle to be used, insurance coverage to include limits of coverage, the insurance carrier and the condition of the

vehicle. The form identified as Appendix J shall be used for this purpose.

(d) In the event the unit member is paid the costs of replacing or repairing any such property, or the actual value of such property, the school district shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property, in accordance with Education Code section 35176. No reimbursement shall be made for mysterious disappearance, accidental damage or any other loss suffered because of lack of supervision by the owner. The property shall not remain in the District over a weekend, on holidays or during vacation period without the prior written approval of the unit member's immediate supervisor.

20.10.7 No unit members, except nurses, shall be authorized to transport students in their personal automobiles. Nurses, when using their own cars on District-authorized business, shall be covered by the District's insurance policy.

20.10.8 If the District assigns a unit member to duties which require the unit member to utilize his/her personal automobile to perform those duties, then the unit member shall be reimbursed for such use on a flat rate or a per mile basis in a manner consistent with District policy. (Note: This provision does not apply to situations like attendance at a District-called general meeting.)

20.10.9 Unit members, except for nurses as allowed by law, shall not perform medical procedures for a student, except in cases of emergency.

20.10.10 Upon discovery, unit members shall be required to report in writing to their immediate supervisors any unsafe condition of the physical

work environment. Upon receipt of the written report of the unsafe conditions(s) from the immediate supervisor, the District shall investigate the complaint promptly. If the District determines, after investigation that the reported condition(s) is unsafe, the District shall act within a reasonable period of time to remedy such unsafe condition(s).

20.10.11 Classrooms shall have lockable doors and windows which are maintained in good working order.

20.11 Transfers and Reassignments: The procedures for transfers and reassignments of Adult School Teachers shall be the same as those set forth in Article 8.

20.12 Leaves: Article 12, Leaves, shall apply to Unit B unit members with the following modifications:

20.12.1 All leaves shall be available to full-time unit members. Part-time unit members shall be eligible for all leaves except Bereavement Leave, Opportunity Leave, and Sabbatical Leave.

20.12.2 For the purposes of this Article, "full-time unit member" means an employee who is employed twenty (20) hours or more per week in the Adult School Program. "Part-time unit member" means a unit member who is employed fewer than twenty (20) hours in the Adult School Program.

20.13 Personal Illness and Injury Leave: Article 12, Leaves, Section 12.2, Personal Illness and Injury Leave, shall apply to Unit B members with the following modifications:

20.13.1 Unit members shall be entitled to one (1) hour of paid leave for each twenty (20) hours of work for purposes of personal illness or injury.

20.13.2 A part-time unit member shall not be allowed to return to work and shall be placed on leave without pay if the unit member fails to notify the District of his/her intent to return to work at least four (4) hours prior to the beginning of his/her work for that day.

20.14 2000-2001 school year: Eleven percent (11%) salary increase on all salary schedules for the 2000-2001 school year retroactive to August 30, 2000.

20.14.1 Adult School unit members shall be paid in accordance with the following provisions, reflecting the 11% on-schedule increase for the 2000-2001 school year.

(a) Part-time adult school unit members are those who are assigned fewer than twenty (20) hours per week

(b) Full-time adult school unit members are those who are assigned twenty (20) or more hours per week.

| | |
|---|---|
| Step I | $25.96 |
| Step II | $27.48 |
| Step III | $29.02 |

(c) Eligibility for Step I and Step II shall be determined in accordance with the following provisions:

(1) An adult school unit member who has been assigned to the Adult School Program for less than one (1) year is eligible for Step I placement.

(2) An adult school unit member who has been assigned to the Adult School Program for one (1) year or more is eligible for Step II placement.

(3) An adult school unit member who has been assigned to the Adult School Program for two (2) years or more is eligible for Step III placement.

(4) Unit members are entitled to the following paid holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

20.15 Part-Time Unit Members: For the purpose of this Article, unit members who are scheduled to work twenty (20) or more hours per week are considered full-time employees. Unit members scheduled to work less than twenty (20) hours per week shall contribute to the premiums for the selected plans in accordance with the following schedule:

(a) Less than twenty (20) hours per week, but more than sixteen (16) hours per week: unit members shall make a contribution equal to twenty-five percent (25%) of the premiums.

(b) Sixteen (16) hours per week: unit members shall make a contribution equal to fifty percent (50%) of the premiums.

(c) Less than sixteen (16) hours per week: unit members are not eligible for health and welfare benefits.

20.16 Early Retirement Incentive Program: Eligible unit members who retire between the ages of 55 and 65 shall be entitled to participate in the Early Retirement Incentive Program upon verification of eleven (11) years of credited service in the District.

20.16.1 The District shall pay fifty percent (50%) of the group health, dental, vision and life insurance premiums for early retirees between 55 and 65 years of age. For a period of three (3) years beginning with a retiree's 65th birthday, the District shall pay fifty percent (50%) of the premium for a medicare supplement plan which has been approved by the District.

20.16.2 Those eligible unit members who retired during the 1993-1994 school year shall be eligible to apply for the retirement plan negotiated during the 1993-1994 school year.

20.17 Changing Coverage: Unit members may change from one health or dental plan to another during the open enrollment period each year. Unit members must have been enrolled in a vision plan for a two (2) year period before they will be allowed to change to another, and then only during open enrollment.

20.17.1 Unit members may change from one health insurance carrier to another during the open enrollment period each year.

20.17.2 Unit members who work a complete school year shall have Health and Welfare Benefits effective through the last day of October. Unit members who are employed subsequent to the first day of a payroll period shall have Health and Welfare Benefits commence

on the first day of the payroll period following the effective date of their employment.

20.17.3 Unit members who terminate their employment prior to the close of the school year shall be covered under the District's Health and Welfare Program through the last day of the payroll period for which premiums have been paid.

20.18 Adult School Teachers currently employed full-time in the District having a valid K-12 California teaching credential shall have the opportunity to enter the District's K-12 voluntary transfer pool for the purpose of interviewing for teaching positions. Such teachers shall be afforded credit for previous service experience for step increment up to nine (9) years on the salary schedule.

# ARTICLE 21

## PEER ASSISTANCE PROGRAM

The Association and the District agree that the purpose of teacher involvement in the Peer Assistance and Review process is to enhance teaching performance through the rendering of assistance. Consulting Teachers and teacher members of the Peer Assistance and Review Panel shall not be involved in the formal evaluation procedures as defined in Article 9. This program is to be closely coordinated with other District programs for training and assistance to beginning teachers.

21.1 Purpose

21.1.1 The Peer Assistance and Review Program provides exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, instructional techniques and strategies, classroom management, and learning environment.

21.1.2 The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has received an overall unsatisfactory evaluation in the areas of subject matter knowledge, instructional techniques and strategies, classroom management, and learning environment. The Program's assistance shall be provided through Consulting Teachers as described in detail in

Sections 21.4.2 and 21.4.3. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article 9 and Education Code section 44660, et seq., except for making available to the evaluator and member the results of the unit member's participation in the Program.

21.1.3 The Program resources shall be utilized in the following priority: first, for Participating Teachers with an unsatisfactory evaluation; second, for Beginning Participating Teachers; and third if resources permit, for Volunteer Participating Teachers on evaluation cycle; and finally, for other Volunteer Participating Teachers.

21.2 Definitions for Purposes of this Article

21.2.1 "Consulting Teacher"

An exemplary K-12 classroom teacher meeting the requirements of Subsection 21.4.2.1 who is selected by the Joint Panel to provide Program assistance to a participating teacher.

21.2.2 "Classroom Teacher"

Any member of the certificated bargaining unit assigned to a K-12 classroom who is covered by the certificated evaluation, Article 9.

21.2.3 "Participating Teacher with an Unsatisfactory Evaluation"

A unit member with permanent status whose most recent performance evaluation contained an overall unsatisfactory evaluation in the areas of subject matter knowledge, instructional techniques and strategies, classroom management, and learning environment, as specifically designated by Article 9 and who receives an unsatisfactory on the final evaluation form.

21.2.4 "Beginning Participating Teacher"

Any unit member having probationary or temporary status, or any District teaching intern participating in a program established according to Education Code sections 44305, et seq. and 44325, et seq.

21.2.5 "Volunteer Participating Teacher"

Any unit member with permanent status whose last three (3) performance evaluations have been rated as an overall "satisfactory," or "meets standards" and wanting to engage in a professional growth activity utilizing a Consulting Teacher's assistance.

21.2.6 "Principal"

A certificated administrator appointed by the District to evaluate a certificated teacher.

21.3 Program Outline

21.3.1 For Participating Teachers with an Unsatisfactory Evaluation

21.3.1.1 Any permanent teacher with an overall unsatisfactory evaluation in the areas listed in Section 21.2.6 must participate in the Program.

21.3.1.2 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher's evaluator after the Participating Teacher receives the unsatisfactory rating.

21.3.1.2.1 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code section 44662. These recommendations shall be considered as the performance goals required by Education Code sections 44664(a) and 44500(b)(2).

21.3.1.2.2 The Principal and the Consulting Teacher assigned to the Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the evaluation and the types

of assistance that should be provided by the Consulting Teacher.

21.3.1.2.3 The Consulting Teacher and the evaluating Principal are expected to coordinate and align the assistance provided to the Participating Teacher.

21.3.1.2.4 The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in Section 21.4.3, which shall also involve conducting multiple classroom observations, visitations and conferences with the Participating Teacher.

21.3.1.3 Before April 1st of each year, the Consulting Teacher shall complete a final written report evaluating the teacher's participation in the Program consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Panel, with a

copy also submitted to the Participating Teacher and the Principal.

21.3.1.4 After receiving the report, the Joint Panel shall determine whether the Participating Teacher will benefit from continued participation in the Program.

21.3.1.5 The teacher will continue participating in the Program until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District.

21.3.1.6 The District has the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory Improvement.

21.3.1.7 The Consulting Teacher shall conduct multiple classroom observations, visitations, and conferences with each Participating Teacher.

21.3.1.8 The Consulting Teacher's report on the participation in the Program, as defined in Subsection 21.3.1.3 above, shall be made available to the District for placement in the Participating Teacher's personnel file.

21.3.1.9 The Joint Panel will make an annual report to the Board of Trustees and the Association regarding the Program's impact, improvements to be made in the

Program and any recommendations regarding Program participation.

21.3.2 For Beginning Participating Teachers

2 1.3.2.1 A Consulting Teacher will be assigned to one (1) or more Beginning Teachers to provide assistance. The Consulting Teacher shall concentrate the assistance in the area of the California State Teaching Standards.

21.3.2.2 The Consulting Teacher and the evaluating Principal shall coordinate the assistance provided to the Beginning Teacher(s).

21.3.2.3 The Consulting Teacher shall provide a report to the participating teacher describing the assistance given.

21.3.2.4 The Consulting Teacher shall provide an annual assessment of the Program's overall effectiveness and specific areas for improvement in the Program to the Joint Panel. The Joint Panel will annually report to the Board of Trustees and the Association on the overall effectiveness of the Program for Beginning Teachers.

21.3.3 For Volunteer Participating Teachers

21.3.3.1 Any teacher in the off year of the evaluation cycle, may utilize a Consulting Teacher's assistance. A Permanent Teacher who has had a satisfactory evaluation may apply to participate in the program.

21.3.3.2 Volunteer Participating Teachers are expected to be high performing individuals who wish to grow and learn with the assistance from a peer, or who may be seeking assistance due to a change in assignment or the institution of new curriculum. Each year the Joint Panel, in consultation with the District administration, may select certain curricular areas or skills for emphasis with a select number of Consulting Teachers.

21.4 Governance and Program Structure

21.4.1 Joint Panel

21.4.1.1 The Peer Assistance and Review Program will be administered by a Panel consisting of seven (7) members, four (4) certificated classroom teachers selected by the Association and three (3) administrators appointed by the District.

Qualifications for the teacher representatives shall be the same as those for Consulting Teachers as set forth in Section 21.4.2.1. A panel member's term shall be three (3) years, except the first terms of the teacher members will be two (2) with two-year terms and two (2) with three-year terms.

21.4.1.2 The Joint Panel will make all decisions through consensus in the areas of appointments, reports and recommendations to the Board of Trustees, and Program plan and budget. Failing consensus, decisions will be made by majority vote. Five (5) of the seven (7) Panel members will constitute a quorum for purposes of meeting and conducting business.

21.4.1.3 The Joint Panel's primary responsibilities involve establishing the annual Program and budget, and selecting and overseeing the Consulting Teachers. In addition, the Panel is responsible for:

- submitting to the Board of Trustees and the Association an annual evaluation of the Program's impact, including recommendations regarding Participating Teachers with unsatisfactory evaluations, and, if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;
- assigning the Consulting Teachers;
- reviewing Consulting Teachers' reports on Participating Teachers with permanent status

referred to the Program because of unsatisfactory evaluations;

- evaluating the effectiveness of the Consulting Teachers in the role of Consulting Teacher;
- the Joint Panel will develop the selection and removal criteria for Consulting Teachers;
- coordinating with the District to provide training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers;
- forwarding to the Human Resources Department at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records, except as set forth in Section 21.3.1.8 in this document; and
- establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Panel's chair.

21.4.1.4 The Panel shall use the following procedure for establishing the annual Program plan and budget:

(a) By September 30, 2000 the Panel will establish a Program and budget for the 2000-2001 school year. For each succeeding year this process will be completed by May 1st which will include:

- The estimated state revenues for the Program;
- The estimated expenditures;
- Projected number of Participating Teachers;
- Projected number of Consulting Teachers needed to service the projected need;
- Released time for the Panel and Consulting Teachers;
- Pay for Panel members and Consulting Teachers that is consistent with the parameters established by the negotiating parties; and,
- Projected costs for training, administrative overhead, and, if necessary, legal and consulting assistance.

(b) By June 1st, beginning in 2001, the Program plan/budget will be submitted to the Association President and the Superintendent/Designee for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By July 1st, if the parties cannot

reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be implemented as submitted by the Panel.

(c) District participation shall be contingent upon receipt by the District of sufficient revenue to which it is entitled to fully pay the cost of the program.

(d) There will be no encroachment of the general fund of the District to fund the Peer Assistance and Review Program.

21.4.2 Consulting Teachers

21.4.2.1 Minimum qualifications for Consulting Teacher:

- A credentialed classroom teacher with permanent status and at least five (5) years of recent teaching experience;
- Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts;

- Ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or District committees.

21.4.2.2 Consulting Teacher positions shall be filled by the District posting the position. Each applicant will be required to submit a completed application, which shall include at least three (3) references from individuals who have direct knowledge of the applicant's abilities for the position. A reference from a Principal is preferred, although not necessary. All applications and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Panel will make the selection, which will be forwarded to the Superintendent/Designee and the Association President. The Panel's procedures for selecting Consulting Teachers shall include provisions for classroom observation of Consulting Teacher candidates.

21.4.2.3 The Joint Panel will assign Consulting Teachers. Within the first six (6) weeks of the regular school year, either the Consulting Teacher or the Participating Teacher may petition the Panel for an assignment

change for good reasons. The Participating Teacher shall be allowed only one (1) change per year.

21.4.2.4 A Consulting Teacher's term will be three (3) years. A Consulting Teacher shall not serve consecutive terms.

21.4.3 Consulting Teachers shall provide assistance to Participating Teachers in subject matter knowledge, instructional techniques and strategies, classroom management, and learning environment. This assistance may include, but not be limited to, the following activities:

(a) providing consultative assistance to improve in the specific areas targeted by the evaluating Principal or the California Teaching Standards;

(b) meeting and consulting with the Principal or designee regarding the nature of the assistance being provided;

(c) observation, visitation and conferences with the Participating Teacher during periods of classroom instruction;

(d) allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;

(e) attending specific training in specified teaching techniques or in designated subject matter;

(f) demonstrating good practices to the Participating Teacher; and,

(g) maintaining appropriate records of each Participating Teacher's activities and progress.

21.5 Other Provisions

21.5.1 Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code section 3540.1(g.) and (m).

21.5.2 Unit members who perform functions as Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title I of the California Government Code.

21.5.3 Records

21.5.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

21.5.3.2 All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.

21.5.3.3 All the documents for the Program will be filed by the Human Resources Department separately from the individual personnel records, except as set forth in 21.3. 1. 8 above.

21.6 Annual Stipends

21.6.1 The Consulting Teacher will be released from classroom responsibilities for the purpose of providing service to Participating Teachers. The District and the Association recognize that more time may be necessary to effectively deliver the needed assistance. Therefore, Consulting Teachers will receive a stipend of $1000 per year in addition to their contract salary.

21.6.2 The members of the Panel will have the responsibility for setting up the application process, the training program, and the program evaluation. The teacher members of the panel will be compensated at their daily rate for work done outside of the teacher calendar year. In addition, the teacher members of the panel will receive a stipend of $2500 per year.

21.6.3 Consulting Teachers will receive one-half (1/2) their annual stipend in February and the other half in June. These payments will be made by separate check.

21.6.4 Teacher members of the Panel will be compensated in October by separate check for work performed during the summer. Their

annual stipend will be paid on the same schedule as the consulting teachers.

# ARTICLE 22

## REIMBURSEMENT FOR LOSS, DESTRUCTION, OR DAMAGE OF PERSONAL PROPERTY

22.1 General Provisions Applicable to Paragraphs 22.2, 22.3. and 22.4 Any claim made pursuant to this Article must be received in the Human Resources Department within fifteen (15) workdays of the date of loss, destruction, or damage for which reimbursement is sought.

22.1.1 No payment shall be made for any item having a value of less than $10 at the time of loss, destruction, or damage.

22.1.2 No payment shall be made for repairs costing less than $10.

22.1.3 Reimbursement shall not exceed $200.

22.1.4 In the event the unit member is paid the cost of replacing or repairing any such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property.

22.1.5 No reimbursement shall be made for mysterious disappearance, accidental damage or any other loss suffered because of lack of supervision by the owner.

22.1.6 The property covered by this Article shall not remain in the District over a weekend, on holidays or during vacation periods without the prior written approval of the unit member's immediate supervisor.

22.2 Personal Property Used for Instruction in the Schools: Under the General Provisions set forth above and in accordance with the additional requirements specified in this subsection, the District shall reimburse a unit member for the loss, destruction, or damage by arson, burglary or vandalism of personal property used for instruction in the schools of the District and not reimbursed by insurance. Reimbursement shall not be made unless advance written approval for the use of the personal property in the schools was given before the property was brought to the school and unless the condition and value of the property was agreed upon between the unit member and the site administrator or designee. The form identified as Appendix J shall be used for this purpose. The form shall be effective only for the remainder of the school year in which it was approved.

22.3 Personal Vehicles Authorized for Use in the Line of Duty: Under the General Provisions set forth above and in the accordance with the additional requirements specified in this subsection, the District shall reimburse unit members for loss, damage, or destruction of personal vehicles authorized for use in the line of duty. Prior approval shall be obtained from the site administrator or designee for use of personal vehicles in the line of duty. Such approval shall identify the vehicle to be used, specify the nature and limits of insurance coverage and the name of the insurance carrier, and describe the condition of the vehicle. The form identified as Appendix J shall be used for this purpose.

22.4 Personal Property Damaged in the Line of Duty (Excluding Vehicles): Under the General Provisions set forth above, the District shall, at its discretion, pay the cost of replacing or repairing property of unit members such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member when any such property is damaged in the line of duty without the fault of the unit member or when such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty.

# ARTICLE 23

## SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association or under the provisions of Article 27 Duration.

# ARTICLE 24

## COMPLETION OF MEET AND NEGOTIATION

24.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District, or the Association, at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

24.2 This Article is not to be construed as limiting the right of the Association to meet and negotiate on a successor Agreement as provided in Article 27 Duration.

24.3 The District and the Association shall not discriminate or take any adverse action or reprisal against any bargaining unit member or the Association because of their participation or no-participation in activities related to or arising from concerted activities during the course of negotiation of this successor Agreement.

# ARTICLE 25

## CONCERTED ACTIVITIES

25.1 It is understood that there will be no strike, work stoppage, slowdown, refusal or failure to perform job functions and responsibilities or other unreasonable interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.

25.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, or refusal or failure to perform job functions and responsibilities by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.

25.3 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the District.

25.4 It is understood that in the event this Article is violated by the Association the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement.

# ARTICLE 26

## SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed void and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

# ARTICLE 27

## DURATION OF CONTRACT

27.1 The term of the Agreement shall be July 1, 2000, through June 30, 2001 school year. If either party wishes to modify, amend, or terminate the Agreement, it must notify the other party, in writing, not later than March 1st of the year in which the Agreement expires.

27.2. New proposals shall be submitted with the written request. Within eight (8) weeks after the written request and submission of proposals of the party submitting first, the parties shall begin to meet and negotiate.

# ARTICLE 28

## DEPARTMENT CHAIRPERSONS

28.1 Department Chairpersons shall serve a term not to exceed three (3) years.

28.2. When the District learns by March 15th, that a Department Chairperson assignment will become available at the end of that school year it shall post at the site of the assignment a vacancy announcement regarding the assignment prior to April 1st. When the District learns of the availability of such an assignment after March 15th, but prior to the end of the school year, it shall post at the site a vacancy announcement regarding the assignment as soon as feasible. When the District learns of the availability of an assignment during the summer recess, the District shall mail a vacancy announcement regarding the assignment to each unit member who was employed at the site of the assignment as of June 30th.

28.3 Such vacancy announcement shall include: (1) Brief job description, (2) Statement of the duties and responsibilities, (3) Minimum qualifications, (4) Application requirements, (5) Screening procedure, (6) Period of employment, and (7) Annual stipend.

28.4 Department Chairpersons shall be selected in accordance with the following procedure:

28.4.1 Application

The following documents must be submitted to the Human Resources Department:

(a) An application form for the position; and,

(b) A supplementary information sheet.

Applications will be accepted through the closing date.

No application will be processed unless all required documents are submitted prior to the closing date and the applicant meets the eligibility requirements for the assignment.

28.4.2 Screening Procedure

1. Phase I - Paper screening by the Screening Panel convened under the auspices of the Human Resources Department; and,
2. Phase II - Oral interview by the Screening Panel convened under the auspices of the Human Resources Department.
3. Each Screening Panel shall include:
   a. Building Principal or designee;
   b. Assistant Principal – Instruction;
   c. Two (2) teachers from the Department elected by the Department; and,
   d. Representative from School Advisory Council in Oral Interview only. (This representative shall not be a District employee).
4. Candidates will be rated in accordance with the scale indicated on OCP Form 122.

5. The Human Resources Department will tally the scores and submit the names of the top three (3) candidates, or the lesser number of candidates, to the principal.

6. Within three (3) workdays after submission of the names, the principal shall submit to the Human Resources Department, his/her recommendation.

7. The Human Resources Department will inform the Superintendent/Designee of the principal's selection prior to submission of the selectee's name to the Board of Trustees for approval.

8. Effective the 1987-1988 school year persons selected as department chairpersons shall receive $50 per FTE annually and shall receive only one (1) preparation period during the workday.

28.5 Persons selected as Department Chairpersons shall receive a $100 per FTE (Full Time Equivalent) stipend annually beginning in the 1990-1991 school year and shall receive only one (1) preparation period during the workday.

# ARTICLE 29

## ATHLETIC DIRECTOR

29.1 Athletic Directors shall serve a term not to exceed three (3) years.

29.2 When the District learns by March 15th that an Athletic Director assignment will become available at the end of that school year, it shall post at the site of the assignment a vacancy announcement regarding the assignment prior to May 1st. When the District learns of the availability of such an assignment after March 15th, but prior to the end of the school year, it shall post at the site a vacancy announcement regarding the assignment as soon as feasible. When the District learns of the availability of an assignment during the summer recess, the District shall mail a vacancy announcement regarding the assignment to each unit member who was employed at the site of the assignment as of June 30th.

29.3 Athletic Directors shall be selected in accordance with the following procedure:

Application

The following documents must be submitted to the principal:

a. An application form for the position; and,

b. A supplementary information sheet.

Applications will be accepted through the closing date. No application will be processed unless all required documents are submitted prior to the closing date and the applicant meets the eligibility requirements for the assignment.

The applications will be screened by a panel which shall include:

a. Principal;

b. Assistant Principal – Athletics;

c. Teacher from the P. E. Department selected by Unit A members at the site;

d. Head Coach from the unit selected by Unit A members at the site; and,

e. Community Representatives from the Adult Booster Club.

1. Candidates will be rated in accordance with the scale indicated on OCP Form 122.

2. The panel will tally the scores and submit the names of the top three (3) candidates or lesser number of candidates, to the principal.

3. Within three (3) workdays after submission of the names, the principal shall submit to the Human Resources Department, his/her recommendation.

4. The Human Resources Department will inform the Superintendent/Designee of the principal's selection prior to submission of the selectee's name to the Board of Trustees for approval.

29.4 Persons selected as Athletic Directors shall receive an annual stipend equivalent to the stipend paid to Head Coach, and in addition shall be entitled to two (2) free periods to perform the Athletic Director's responsibilities. The free periods are in addition to the preparation period provided by Article 7.10.

# ARTICLE 30

## ROP TEACHERS

The provisions of this Agreement, except Articles 7, 13, 14, 15, 17, 20, 21, 28 and 29, shall apply to Unit C. The following provisions shall apply only to Unit C.

30.1 Full-Time ROP Teachers: Normally, the length of the unit members' workday shall be no more than six (6) hours, exclusive of lunch. The day may be longer when unit members are assigned adjunct duties. Adjunct duties shall be defined as parent conferences, committee assignments, faculty meetings at the school site, back-to-school nights, public schools week/open house, student supervision, and other assignments which are necessary for the efficient operation of the ROP. Unit members may voluntarily perform duties beyond the five (5) hour day, but this shall not count as assigned adjunct duty time. Administrators shall not request volunteers for adjunct duties as defined in this section.

30.2 The adjunct duties of unit members shall be limited to ten (10) hours per year, if they work at least twenty (20) hours per week; or fifteen (15) hours per year, if they work twenty-five (25) hours per week; or twenty (20) hours per year, if they work thirty (30) hours per week; unless the unit member is reimbursed for hours in excess of their required number of hours at the "Other Extra Duty Assignment" rate found in Appendix D.

30.3 Unit members shall report to work at least ten (10) minutes prior to the beginning of their instructional day

30.4 Each unit member shall be entitled to an unpaid duty-free lunch period of thirty (30) minutes.

30.5 Evaluation Procedures:

30.5.1 Frequency of Evaluation: Unit members who are full-time shall be evaluated at least once every other year. Unit members who are part-time shall be evaluated at least once each year.

30.5.2 Evaluator: The evaluator shall be the unit member's immediate supervisor and/or other management or supervisory employee who is so designated by the District. A unit member shall be notified who is to be his/her evaluator by October 15th of each year.

30.5.3 Evaluators shall, by October 30th of each school year, hold one (1) or more staff meetings to review the procedures for setting standards, techniques for assessment, and to review the evaluation calendar for the year.

30.5.4 Procedures for Setting Standards Shall Be: Prior to October 30th of each year, each unit member and his/her evaluator shall meet in an initial evaluation conference to draft the mutually determined standards to be achieved and the techniques for assessing the achievement of the standards. The date of the conference will begin the period of observation and follow-up conference, which may be necessary to the evaluation process. Unit members shall be held accountable for their performance from the first day of the school year.

30.5.4.1 The techniques to be used for assessing the achievement of the mutually determined standards shall be listed on the evaluation report form each area to be evaluated.

30.5.4.2 A good faith effort will be made to reach mutual agreement on the following elements:

(a) The establishment of standards of accepted student progress in each area of study and of techniques for the assessment of the progress;

(b) Assessment of certificated personnel competence as it relates to the established standards;

(c) Assessment of other duties normally required to be performed by certificated employees as an adjunct to regular assignments; and,

(d) The establishment of procedures and techniques for ascertaining that the certificated employee is maintaining proper control and is preserving a suitable learning environment.

30.5.4.3 If a teacher and his/her evaluator cannot reach agreement on the standards or assessment methods, the evaluator shall determine the standards and assessment methods. The unit member may note for

the record and attach to the final determination, his/her disagreement with the standards and assessment method.

30.5.5 Procedures for Evaluation: The performance of unit members may be evaluated at any time without prior notice. Observations and visitations will be openly conducted. Hearsay may be utilized in the evaluation process only if the evaluator has reasonable cause to believe the hearsay is factual.

30.5.5.1 Prior to the final evaluation conference, there will be one (1) formal announced visitation during each school year for permanent unit members and one (1) per semester for probationary unit members.

30.5.5.2 Suggestions for improvement (Remediation Plan). When the evaluator indicates to a unit member that improvement is required, specific suggestions must be made in writing to include:

(a) Areas where improvement is needed;

(b) Specific suggestions for improvement;

(c) Additional resources that will be utilized to assist with improvement where recommended by the evaluator;

(d) Evaluator's role in assisting the unit member;

(e) Techniques for measurement of improvement; and,

(f) Time schedule for monitoring process.

30.5.5.3 No later than sixty (60) days prior to the close of the school year in which the evaluation takes place, a written copy of the evaluation shall be presented to the unit member.

30.5.5.4 No later than April 15th of the school year, a conference will be held between the unit member and his/her evaluator to discuss the evaluation.

30.5.5.5 At the final conference each standard will be checked as:

(a) performance unsatisfactory;

(b) performance less than satisfactory;

(c) performance satisfactory; or,

(d) satisfactory performance exceeded.

If (a) or (b) is checked, the evaluator will explain under the section for recommendations.

30.5.5.6 A unit member shall have a period of five (5) days following the meeting to discuss the evaluation and to prepare and submit a written reaction response to the evaluation. Such response will become a permanent

attachment to the evaluation and be placed in the unit member's personnel file.

30.5.5.7 Unit members shall not evaluate other unit members.

30.5.5.8 None of the aforementioned shall be construed to mean that performance standards or the evaluator's judgment regarding the level of performance of a unit member shall be subject to the grievance procedure. Those matters as well as all other substantive matters regarding evaluation are expressly excluded from the grievance procedure.

30.5.6 Parent and Citizen Complaints: When the evaluator or immediate supervisor receives a parent or citizen complaint regarding the unit member which may be relevant to evaluation of the unit member, the unit member will be notified of the complaint and the unit member will be given an opportunity to discuss and to resolve the matter, if possible, with the complaining party. If deemed desirable or necessary by the immediate supervisor or the unit member, the immediate supervisor or evaluator may take part in the conference. The evaluator may utilize such complaints in the evaluation process only if he/she has reasonable cause to believe that the complaint is factual.

30.5.7 Handling of Material in Personnel File Relevant to Performance Evaluation: Materials in personnel files of unit members which may

serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

30.5.7.1 Such material is not to include ratings, reports, or records which:

(a) were obtained prior to the employment of the person involved;

(b) were prepared by identifiable examination committee members; or,

(c) were obtained in connection with a promotional examination.

30.5.7.2 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

30.5.7.3 Information of a derogatory nature, except material mentioned in Section 30.5.7.1, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the unit member

shall be released from duty for this purpose without salary reduction.

30.5.7.4 A unit member may be accompanied by his/her representative at such time as he/she is given the opportunity to review the material in his/her personnel file. No released time shall be granted the representative.

30.5.8 Lawful Non-School Related Activities. Evaluation of a unit member's performance shall not be predicated upon lawful, non-school related personal activities which have no impact on the unit member's effectiveness as an employee.

30.6 Transfers and Reassignments: The procedures for transfers and reassignments of ROP teachers shall be the same as those set forth in Article 8.

30.7 Leaves: Article 12, Leaves, shall apply to Unit C members with the following modifications:

30.7.1 All leaves shall be available to full-time unit members. Part-time unit members shall be eligible for all leaves except Bereavement Leave, Opportunity Leave, and Sabbatical Leave.

30.7.2 For the purposes of this Article, "full-time unit member" means an employee who is employed twenty-five (25) hours or more per week in the ROP program. "Part-time unit member" means an

employee who is employed fewer than twenty-five (25) hours in the ROP program.

30.8 Personal Illness and Injury Leave: Article 12, Leaves, Section 12.2, Personal Illness and Injury Leave, shall apply to Unit C members with the following modifications:

30.8.1 Unit members shall be entitled to one (1) hour of paid leave for each twenty (20) hours of work for purposes of personal illness or injury or other applicable leaves for which sick leave can be used.

30.8.2 A part-time unit member shall not be allowed to return to work and shall be placed on leave without pay, if the unit member fails to notify the District of his/her intent to return to work at least four (4) hours prior to the beginning of his/her work for that day.

30.9 Health, Dental and Vision Care Coverage: Eligible unit members and their dependents shall be provided health, dental and vision care coverage, the premiums for which shall be fully paid by the District. Unit members may select one of the approved plans in each coverage:

30.10 Life Insurance: Eligible unit members shall be provided with $5,000 group term life insurance policy, the premiums for which shall be fully paid by the District. Unit members may be eligible for additional coverage up to $50,000 under the group policy. The premiums for such additional coverage shall be paid by the unit members.

30.11 Part-time Unit Members: For the purpose of this Article, unit members who are scheduled to work five (5) or more hours per day are considered full-time

employees. Unit members scheduled to work less than five (5) hours per day shall contribute to the premiums for the selected plans in accordance with the following schedule:

(a) Four (4) hours; unit members shall make a contribution equal to fifty percent (50%) of the premiums.

(b) Less than four (4) hours; unit members are not eligible for health and welfare benefits.

30.12 Changing Coverage: Unit members may change from one health or dental plan to another during the open enrollment period each year.

30.12.1 Unit members may change from one health insurance carrier to another during the open enrollment period each year.

30.12.2 Unit members who work a complete school year shall have Health and Welfare Benefits effective through the last day of October. Unit members who are employed subsequent to the first day of a payroll period shall have Health and Welfare Benefits commence on the first day of the payroll period following the effective date of their employment.

30.12.3 Unit members who terminate their employment prior to the close of the school year shall be covered under the District's Health and Welfare Program through the last day of the payroll period for which premiums have been paid.

30.13 Salary and Salary Schedules Rules and Regulations: 2000-2001 school year: Included eleven percent (11%) on-schedule increase (stipends and substitute teacher rates not included). The 2000-2001 salary schedule is attached as Appendix A. The Extra Duty Assignment Schedule is attached as Appendix A1.

30.14 Early Retirement Incentive Program: Eligible unit members who retire between the ages of 55 and 65 shall be entitled to participate in the Early Retirement Incentive Program upon verification of eleven (11) years of credited service in the District.

30.14.1 The District shall pay fifty percent (50%) of the group health, dental, vision and life insurance premiums for early retirees between 55 and 65 years of age. For a period of three (3) years beginning with a retiree's 65th birthday, the District shall pay fifty percent (50%) of the premium for a Medicare supplement plan which has been approved by the District.

30.14.2 Those person(s) currently on Early Retirement Plan B shall have the option of continuing with Plan B medical coverage as it presently exists or converting to Health and Welfare Benefits as listed above only during the 1984-1985 school year.

# RATIFICATION

This agreement ratified by the Association on March 9, 2001, and by the Board of Trustees of Compton Unified School District and approved by the State Administrator on March 13, 2001.

March 18 2002
Date

3/18/02
Date

R. Keith Beeman, Ph.D.
Associate Superintendent
Human Relations and
Employee Development

Lois C. Hale
President
Compton Education Association

03-25-02
Date

3/25/02
Date

Randolph E. Ward, Ed.D.
State Administrator

Jesse L. Gonzales, Ph.D.
Superintendent

# COMPTON UNIFIED SCHOOL DISTRICT 2000-2001

## TEACHERS' ANNUAL (10 MONTH) SALARY SCHEDULE "A"

| STEP | CLASS I BA Degree | CLASS I BA Degree (+) Prelim. or Prof. Clear Credential | CLASS II BA Degree (+) 15 units | CLASS II BA Degree (+) Prelim. or Prof. Clear Credential | CLASS III BA Degree (+) 30 Units | CLASS III BA Degree (+) Prelim. or Prof. Clear Credential | CLASS IV BA Degree (+) 45 Units or MA Dgree | CLASS IV BA Degree (+) 45 Units or MA Degree | CLASS V BA Degree (+) 60 Units or MA Degree (+) 15 Units | CLASS VI BA Degree (+) 75 Units MA Degree (+) 30 Units | CLASS VII BA Degree (+) 75 Units Including MA Degree or MA Degree (+) 30 Units |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1a | 1b | 2a | 2b | 3a | 3b | 4a | 4b | 5 | 6 | 7 |
| 1 | $35,520 | $37,740 | $35,520 | $37,740 | $35,520 | $37,740 | $37,031 | $37,740 | $38,385 | $40,062 | $41,408 |
| 2 | $35,520 | $37,740 | $35,520 | $37,740 | $36,359 | $37,740 | $38,378 | $38,378 | $40,062 | $41,408 | $43,091 |
| 3 | $35,685 | $37,740 | $36,695 | $37,740 | $37,705 | $37,740 | $39,726 | $39,726 | $41,408 | $43,091 | $44,774 |
| 4 | $37,031 | $37,740 | $38,042 | $38,042 | $39,052 | $39,052 | $40,735 | $40,735 | $42,786 | $44,438 | $46,458 |
| 5 | $38,378 | $38,378 | $39,387 | $39,387 | $40,399 | $40,399 | $42,081 | $42,081 | $44,102 | $46,121 | $48,141 |
| 6 | $39,726 | $39,726 | $40,735 | $40,735 | $41,745 | $41,745 | $43,428 | $43,428 | $45,785 | $47,467 | $49,824 |
| 7 | $40,735 | $40,735 | $41,745 | $41,745 | $42,755 | $42,755 | $44,774 | $44,774 | $47,584 | $49,151 | $51,508 |
| 8 | $41,745 | $41,745 | $42,418 | $42,418 | $44,102 | $44,102 | $45,785 | $45,785 | $48,478 | $50,498 | $53,191 |
| 9 | $42,755 | $42,755 | $43,764 | $43,764 | $45,112 | $45,112 | $47,584 | $47,584 | $50,161 | $52,181 | $54,201 |
| 10 | $44,102 | $44,102 | $44,774 | $44,774 | $46,458 | $46,458 | $48,479 | $48,479 | $51,508 | $53,528 | $55,884 |
| 11 | $45,112 | $45,112 | $46,121 | $46,121 | $47,467 | $47,467 | $49,488 | $49,488 | $52,855 | $55,210 | $57,567 |
| 12 | $46,458 | $46,458 | $47,131 | $47,131 | $48,479 | $48,479 | $50,834 | $50,834 | $54,538 | $56,558 | $59,588 |
| 13 | $47,467 | $47,467 | $48,141 | $48,141 | $49,488 | $49,488 | $52,181 | $52,181 | $55,884 | $58,241 | $61,270 |
| 14 | | | | | | | | | $55,884 | $58,241 | $62,941 |
| 16 | | | | | | | | | $57,851 | $60,402 | $65,448 |
| 19 | | | | | | | | | $58,585 | $61,178 | $66,224 |
| 22 | | | | | | | | | $59,365 | $61,954 | $67,000 |

APPENDIX A

# COMPTON UNIFIED SCHOOL DISTRICT
# TEACHERS' SCHEDULE OF SALARY STEPS

Advancement from one classification to another shall be on the basis of upper division or graduate level study from an accredited college or university except that one-third (1/3) of the total required may be earned in lower division courses required on a planned program with prior approval by the Human Resources Department.

**PROGRESS ON THE SALARY SCHEDULE IS LIMITED TO ONE CLASS AND ONE STEP IN ANY ONE FISCAL YEAR**

Teaching experience outside the District shall be prorated for employment purposes on the basis of one (1) year for one (1) year experience up to a maximum of nine (9) years. A step equals a year of experience under classification for which teacher qualifies.

VOCATIONAL EDUCATION TEACHERS

| | |
|---|---|
| CLASS I | Designated Subjects - Preliminary |
| CLASS II | Designated Subjects -Preliminary + 15 Units or Vocational Class "A" |
| CLASS III | Designated Subjects - Clear + 30 Units or Preliminary + BA Degree |
| CLASS IV | Designated Subjects - Clear + BA Degree |
| CLASS V | Designated Subjects - Clear + BA Degree + 15 Units |
| CLASS VI | Designated Subjects - Clear + BA Degree + 30 Units |

**ADULT EDUCATION TEACHERS' SALARY SCHEDULE**

| | |
|---|---|
| Step I---------- | $25.96 |
| Step II---------- | $27.48 |
| Step III---------- | $29.02 |

**ANNUAL BILINGUAL STIPEND**

| | |
|---|---|
| $3,000 | Valid Certificate of Competence or Bilingual Credential |
| $1,500 | Two Competencies or LDS Specialist Certificate |
| $375 | One Competency provided the competency was earned within the preceding nine (9) years |
| $250 | One Competency and have not requalified in the past nine (9) years |

APPENDIX A1

# COMPTON UNIFIED SCHOOL DISTRICT
# CERTIFICATED PERSONNEL SALARY SCHEDULE FOR HOURLY, EXTRA-DUTY, AND OTHER SPECIFIC ASSIGNMENTS

**Driver Training Instructors** — $21.81 per hour.

**Categorically Funded Programs**
**Extra Duty Pay**

| | |
|---|---|
| Presenter | $29.24 per hour. |
| Attendee | $24.18 per hour. |

**Individual Instructor** — $28.58 per hour.

**Miscellaneous (High Schools)**

| | |
|---|---|
| Newspaper and Yearbook Sponsor | $866.00 per year (per school assignment) |
| Drill Team Sponsor and Speech Sponsor | $1,875.00 per year. |
| Equipment Manager | $1,195.00 per year. |
| Band Director | $2,623.00 per year. |
| Athletic and Activities Directors | $2,728.00 per year. |

**Athletic Coaching Assignments (High Schools)**

| | |
|---|---|
| *Head Coaches - Football, Baseball, Softball, Soccer, Basketball, and Track and Field | $2,728.00 per year. |
| *Other Head Coaches – Wrestling and Volleyball | $2,114.00 per year. |
| Coaches - Tennis, Cross Country, Golf, Football, Baseball, Basketball, Track and Field, Volleyball, Softball, Wrestling, Water Polo, Badminton, Field Hockey, Soccer, and Swimming | $1,875.00 per year. |

*Head coaches limited to one (1) Head Coach per sport per school

**Substitutes**

| | |
|---|---|
| Day-to-Day Substitute Teachers | $145.00 per day. |
| Long Term Substitute Teachers | $160.00 per day. |

# COMPTON UNIFIED SCHOOL DISTRICT

## STATE CHILDREN'S CENTER
## SALARY SCHEDULE K
## 2000-2001 SCHOOL YEAR

| STEP | CLASS I | CLASS II | CLASS III | CLASS IV |
|---|---|---|---|---|
| 1 | $13.32 | $13.71 | $14.13 | $14.56 |
| 2 | $13.71 | $14.13 | $14.56 | $15.00 |
| 3 | $14.13 | $14.56 | $15.00 | $15.44 |
| 4 | $14.56 | $15.00 | $15.44 | $15.92 |
| 5 | $15.00 | $15.44 | $15.92 | $16.34 |

Class I Provisional Permit received prior to January 1, 1984.
Class II 60 Units and Permit.
Class III 90 Units and Permit.
Class IV B.A. Degree and Regular Permit.

Hourly Rate for Substitute Teachers: $10.71

Effective July 1, 2000

Children's Center Teachers currently employed in the District having a valid K-12 California Teaching Credential shall have the opportunity to enter the District's K-12 voluntary transfer pool for the purpose of interviewing for teaching positions. Such teachers shall be afforded credit for previous service experience for step increments up to nine (9) years on the salary schedule.

# COMPTON UNIFIED SCHOOL DISTRICT

## STATE PRESCHOOL
## SALARY SCHEDULE D
## 2000-2001 SCHOOL YEAR

| STEP | CLASS I | CLASS II | CLASS III | CLASS IV |
|---|---|---|---|---|
| 1 | $1,994.93<br>$15.56 | $2,094.48<br>$16.35 | $2,196.63<br>$17.14 | $2,311.69<br>$18.05 |
| 2 | $2,094.48<br>$16.35 | $2,196.63<br>$17.14 | $2,311.69<br>$18.05 | $2,422.89<br>$18.91 |
| 3 | $2,196.63<br>$17.14 | $2,311.69<br>$18.05 | $2,422.89<br>$18.91 | $2,543.11<br>$19.86 |
| 4 | $2,311.69<br>$18.05 | $2,422.89<br>$18.91 | $2,543.11<br>$19.86 | $2,675.01<br>$20.88 |
| 5 | $2,422.89<br>$18.91 | $2,543.11<br>$19.86 | $2,675.01<br>$20.88 | $2,804.29<br>$21.90 |

Class I — Provisional Permit received prior to January 1, 1974.
Class II — 60 Units and Permit.
Class III — 90 Units and Permit.
Class IV — B.A. Degree and Regular Permit.

Hourly Rate for Substitute Teachers: $9.81

**Effective July 1, 2000**

Pre-School Teachers currently employed in the District having a valid K-12 California teaching credential shall have the opportunity to enter the District's K-12 voluntary transfer pool for the purpose of interviewing for teaching positions. Such teachers shall be afforded credit for previous service experience for step increments up to nine (9) years on the salary schedule.

# COMPTON UNIFIED SCHOOL DISTRICT

## ROP
## SALARY SCHEDULE F
## 2000-2001 SCHOOL YEAR

| STEP | CLASS 1 | CLASS 2 | CLASS 3 | CLASS 4 | CLASS 5 |
|---|---|---|---|---|---|
| 1 | $22.34 | $23.23 | $24.15 | $25.13 | $26.12 |
| 2 | $23.23 | $24.15 | $25.13 | $26.12 | $27.16 |
| 3 | $24.15 | $25.13 | $26.12 | $27.16 | $28.25 |
| 4 | $25.13 | $26.12 | $27.16 | $28.25 | $29.38 |
| 5 | $26.12 | $27.16 | $28.25 | $29.38 | $30.56 |
| 6 | $27.16 | $28.25 | $29.38 | $30.56 | $31.78 |
| 7 | $28.25 | $29.38 | $30.56 | $31.78 | $33.04 |

Class I Partial Vocational Education Credential.
Class II Partial Vocational Education Credential plus 40 Units or Clear Vocational Education Credential.
Class III Clear Vocational Education Credential plus AA or 60 Units B.A. or 120 Units with Partial Vocational Education Credential.
Class IV B.A. or 120 Units with Clear Vocational Education Credential.
Class V B.A. plus 60 Units with Clear Vocational Education Credential.

Effective July 1, 2000

**NOTE:** Hourly salary is based on the fact that the teacher is responsible for thirty (30) minutes in addition to the normal six-hour day or a portion of thirty (30) minutes if working less than six (6) hours.

APPENDIX E

# UNIT A

## POSITIONS INCLUDED IN BARGAINING UNIT

1. Elementary Classroom Teachers
2. Secondary Classroom Teachers
3. Resource Teachers
4. Child Welfare and Attendance Counselors
5. Counselors
6. Instrumental Music Teachers
7. Vocal Music Teachers
8. Speech Therapists
9. Librarians and Media Specialists
10. School Nurses
11. Children's Center Teachers
12. Preschool Teachers
13. Temporary Contact Teachers
14. Staff Teachers
15. Individual Instructors
16. Project Facilitators
17. Teachers on Special Assignment
18. ALP Teachers

## POSITIONS EXCLUDED FROM BARGAINING UNIT

1. District Superintendent
2. Deputy Superintendent
3. Associate Superintendents
4. Assistant Superintendents
5. Administrative Assistant
6. Directors
7. Administrators
8. Supervisors
9. Coordinators
10. Principals
11. Assistant Principals
12. Head Counselors
13. Staff Assistants
14. Children's Centers Head Teachers
15. Project Managers
16. Psychologists
17. Program Managers
18. Program Specialists

**APPENDIX E**

# UNIT A

## POSITIONS EXCLUDED FROM BARGAINING UNIT

19. Special Assistant to Board of Trustees
20. Summer School Teachers
21. Substitute Teachers
22. ROTC Teachers
23. ROP Teachers
24. Full-time and Part-Time Adult School Teachers

All other position classifications not specifically included in the unit.

**APPENDIX F**

## UNIT B

All full and part-time Adult School Certificated positions are INCLUDED in Bargaining Unit.

## POSITIONS EXCLUDED FROM BARGAINING UNIT

1. Elementary Classroom Teachers
2. Secondary Classroom Teachers
3. Resource Teachers
4. Child Welfare and Attendance Counselors
5. Counselors
6. Instrumental Music Teachers
7. Vocal Music Teachers
8. Speech Therapists
9. Librarians
10. School Nurses
11. Children's Center Teachers
12. Pre-School Teachers
13. Temporary Contract Teachers
14. Staff Teachers
15. District Superintendent
16. Deputy Superintendent
17. Associate Superintendents
18. Assistant Superintendents
19. Administrative Assistant
20. Psychologists
21. Directors
22. Supervisors
23. Coordinators
24. Principals
25. Assistant Principals
26. Head Counselors
27. Staff Assistants
28. Children's Centers Head Teachers
29. Project Managers
30. Individual Instructors
31. Summer School Teachers
32. Substitute Teachers
33. ROTC Teachers
34. ROP Teachers

All other positions classifications not specifically included in the Adult School Unit.

# UNIT C

All full and part-time ROP Teachers positions are INCLUDED in Bargaining Unit.

## POSITIONS EXCLUDED FROM BARGAINING UNIT

1. Elementary Classroom Teachers
2. Secondary Classroom Teachers
3. Resource Teachers
4. Child Welfare and Attendance Counselors
5. Counselors
6. Instrumental Music Teachers
7. Vocal Music Teachers
8. Speech Therapists
9. Librarians
10. School Nurses
11. Children's Center Teachers
12. Pre-School Teachers
13. Temporary Contract Teachers
14. Staff Teachers
15. District Superintendent
16. Deputy Superintendent
17. Associate Superintendents
18. Assistant Superintendents
19. Administrative Assistant
20. Psychologists
21. Directors
22. Supervisors
23. Coordinators
24. Principals
25. Assistant Principals
26. Head Counselors
27. Staff Assistants
28. Children's Center Head Teachers
29. Project Managers
30. Individual Instructors
31. Summer School Teachers
32. Substitute Teachers
33. ROTC Teachers

All other position classifications not specifically included in the ROP Teachers Unit.

APPENDIX H

# COMPTON UNIFIED SCHOOL DISTRICT

604 SOUTH TAMARIND AVENUE, COMPTON, CALIFORNIA 90220 • (213) 639-4321

Serving Compton • Carson • Enterprise • South Los Angeles • Willowbrook

Office of
Executive Director
Personnel Operations &
Employer-Employee Relations

Dwight Prince

September 24, 1990

As a result of the recent collective bargaining agreement between the Compton Unified School District and the Compton Education Association, the Early Retirement Incentive Program cited in Article 16 of the contract has been suspended for the 1990/91 school year.

Therefore, 20 days consultant contracts will not be issued nor will 50% premium payments of the group health, dental, vision, life insurance or medicare supplement plan beyond September 30, 1990.

Should you care to be considered for the program if it is resumed through future negotiations please complete the enclosed form and submit it to the Office of Certificated Personnel by no later than October 31, 1990.

Should you wish to continue to pay these benefits at the full district rate please contact the Office of Risk Management for assistance - 639-4321, extension 5355.

Prepared by:

Dwight Prince
Executive Director
Certificated Personnel

Approved by:

Thurman C. Johnson
Assistant Superintendent
Certificated Personnel

DP:bh

cc: Risk Management

# CERTIFICATED EVALUATION

| TEACHER'S NAME | COURSE | SCHOOL | DATE |
|---|---|---|---|
| | | | |

| TEACHER ID NUMBER | TEMPORARY | PROBATIONARY | PERMANENT |
|---|---|---|---|
| | ☐ | ☐ 1st Year ☐ 2nd Year | ☐ |

| Does Not Meet Standards | Meets Standard With Growth Recommended | Meets Standards | Not Observed or Not Applicable | PART I: STANDARDS OF PROFESSIONAL RESPONSIBILITIES (Assessed by reflection, observation, documentation, conference) |
|---|---|---|---|---|
| | | | | **Standard 1: Engaging and Supporting All Students in Learning** |
| ☐ | ☐ | ☐ | ☐ | Connecting students' prior knowledge, life experience, and interests with learning goals |
| ☐ | ☐ | ☐ | ☐ | Using a variety of instructional strategies and resources to respond to students' diverse needs |
| ☐ | ☐ | ☐ | ☐ | Facilitating learning experiences that promote autonomy, interaction, and choice |
| ☐ | ☐ | ☐ | ☐ | Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful |
| ☐ | ☐ | ☐ | ☐ | Promoting self-directed, reflective learning for all students |
| | | | | **Standard 2: Creating and Maintaining Effective Environments For Student Learning** |
| ☐ | ☐ | ☐ | ☐ | Creating a physical environment that engages all students |
| ☐ | ☐ | ☐ | ☐ | Establishing a climate that promotes fairness and respect |
| ☐ | ☐ | ☐ | ☐ | Promoting social development and group responsibility |
| ☐ | ☐ | ☐ | ☐ | Establishing and maintaining standards for student behavior |
| ☐ | ☐ | ☐ | ☐ | Planning and implementing classroom procedures and routines that support student learning |
| ☐ | ☐ | ☐ | ☐ | Using instructional time effectively |
| | | | | **Standard 3: Understanding and Organizing Subject Matter For Student Learning** |
| ☐ | ☐ | ☐ | ☐ | Demonstrating knowledge of subject matter content and student development |
| ☐ | ☐ | ☐ | ☐ | Organizing curriculum to support student understanding of subject matter |
| ☐ | ☐ | ☐ | ☐ | Interrelating ideas and information within and across subject matter areas |
| ☐ | ☐ | ☐ | ☐ | Developing student understanding through instructional strategies that are appropriate to the subject matter |
| ☐ | ☐ | ☐ | ☐ | Using materials, resources, and technologies to make subject matter accessible to students |

| Does Not Meet Standards | Growth Recommended | Meets Standards | Not Observed or Not Applicable | |
|---|---|---|---|---|
| | | | | **Standard 4: Planning Instruction and Designing Learning Experiences For All Students** |
| ☐ | ☐ | ☐ | ☐ | Drawing on and valuing students' backgrounds, interests, and developmental learning needs |
| ☐ | ☐ | ☐ | ☐ | Establishing and articulating goals for student learning |
| ☐ | ☐ | ☐ | ☐ | Developing and sequencing instructional activities and materials for student learning |
| ☐ | ☐ | ☐ | ☐ | Designing short-term and long-term plans to foster student learning |
| ☐ | ☐ | ☐ | ☐ | Modifying instructional plans to adjust for student needs |
| | | | | **Standard 5: Assessing Student Learning** |
| ☐ | ☐ | ☐ | ☐ | Establishing and communicating learning goals for all students |
| ☐ | ☐ | ☐ | ☐ | Collecting and using multiple sources of information to assess student learning |
| ☐ | ☐ | ☐ | ☐ | Involving and guiding all students in assessing their own learning |
| ☐ | ☐ | ☐ | ☐ | Using the results of assessments to guide instruction |
| ☐ | ☐ | ☐ | ☐ | Communicating with students, families, and other audiences about student progress |
| | | | | **Standard 6: Developing as a Professional Educator** |
| ☐ | | ☐ | | Seeks out opportunities for enhancement of content knowledge and pedagogical skills |
| ☐ | | ☐ | | Demonstrates a willingness to accept suggestions and implement appropriate change |
| ☐ | | ☐ | | Maintains constructive working relationships with colleagues |
| ☐ | | ☐ | | Maintains constructive working relationships with colleagues for the benefit of students |
| ☐ | | ☐ | | Maintains appropriate schoolwide policies and rules |
| ☐ | | ☐ | | Maintains and promptly submits accurate and complete records and reports |
| ☐ | | ☐ | | Is regular and prompt in attendance |
| ☐ | | ☐ | | Demonstrates appropriate conduct and integrity in the classroom and school-related activities |

| ADMINISTRATOR'S INITIALS | TEACHER'S INITIALS | SUMMARY ON PAGE 4 SHALL INCLUDE WRITTEN RECOMMENDATIONS FOR ALL ITEMS CHECKED "DOES NOT MEET STANDARDS". |
|---|---|---|
| | | |

| TEACHER'S NAME | SCHOOL/DEPARTMENT | DATE |
|---|---|---|

## PART II: RECORDED OBSERVATION

**PART III: SUMMATIVE REVIEW** (Commendation/Recommendation)

Dates of Observations _____

**PART IV: OVERALL EVALUATION**

☐ Meets Standards ☐ Meets Standards With Growth Recommended ☐ Does Not Meet Standards

_____ _____

ADMINISTRATOR'S SIGNATURE DATE

**TEACHER'S COMMENTS -** The teacher shall have the right to respond in writing to the evaluation. This response shall be attached to the evaluation prior to it being placed in the teacher's personnel file if received within ten (10) working days after the receipt of the evaluation. If received after ten (10) working days it will be added to the personnel file when received by the District.

I acknowledge being apprised of the above evaluation in a personal conference.

I HAVE ATTACHED A STATEMENT

YES ☐ NO ☐

_____ _____

TEACHER'S SIGNATURE DATE

LOSS, DESTRUCTION OR DAMAGE OF PERSONAL PROPERTY
CLAIM FORM (Policies DPA & DPB)
COMPTON UNIFIED SCHOOL DISTRICT
Form F 569

Name _____ Classification _____
School/Work Site _____ Date of Report _____

Date of Occurrence _____ Type of Equipment/Personal Property/Vehicle _____

_____

Complete Description of Equipment/Personal Property/Vehicle _____

_____

Current Cash Value (please attach estimate) _____ Description of Circumstances Surrounding the Theft/Destruction/Damage

_____

_____

Written Approval to Use Personal Property/Vehicle in the line of duty given by _____

_____(please attach a copy of the written approval).

I certify that the above is a true account of the circumstances causing this loss and that I have read the Board Policies regarding such losses.

_____
SIGNATURE OF CLAIMANT

_____
SIGNATURE OF SUPERVISOR APPROVING CLAIM AS WITHIN BOARD POLICY

DO NOT WRITE BELOW

Disposition:

_____

_____

Approved for Payment by _____ Date _____

Approved by Board _____ Date _____
REPORT NUMBER

Instructions For Submissions
Prepare in Triplicate

White - Associate Superintendent - Business
Yellow - Principal/Department Head
Pink - Claimant

## POLICY DPA - REIMBURSEMENT FOR LOSS, DESTRUCTION OR DAMAGE OF PERSONAL PROPERTY

The District shall reimburse any person or persons for the loss, destruction, or damage by arson, burglary or vandalism of personal property used for instruction in the schools of the District and not reimbursed by insurance. No payment shall be made for any item having a value of less than $5 at the time of damage, nor shall any payment be made for repairs of less than $5.

Reimbursement shall not exceed $100 nor less than $5 and shall be made only when written approval for the use of the personal property in the schools was given before the property was brought to school and when the condition and value of the property was agreed upon by the person or persons bringing the property and the school administrator or person appointed by him/her for this purpose at the time the approval for its use was given.

Legal Reference: Education Code section 1019.5
Adopted: March 12, 1974
Effective: December 21, 1973

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## POLICY DPB - PROTECTION OF EMPLOYEE'S PROPERTY

The District shall at its discretion pay the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles when any such property is damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty. Replacing or repairing, or paying for such damaged or stolen property will be limited to damages or values exceeding $10, but not in excess of $100. Collision, theft of a vehicle or contents, and damage to a vehicle resulting from actual theft are specifically excluded from this coverage.

Prior approval shall be obtained from the school administrator or the person appointed by him/her for this purpose, for the use of personal vehicles in line of duty. Such approval shall contain all information identifying the vehicle to be used, insurance coverage, to include limits of coverage, the insurance carrier and the condition of the vehicle.

In the event the employee is paid the costs of replacing or repairing any such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged property, in accordance with Education Code section 817.

Legal Reference: Education Code section 817
Adopted: March 12, 1974
Effective: December 21, 1973

COMPTON UNIFIED SCHOOL DISTRICT

**APPENDIX K**

Division of Personnel Services . Bulletin No. 82/83-819 March 9, 1983

TO: All Certificated Personnel

FROM: Department of Certificated Personnel

RE: Early Retirement Incentive Program

The Early Retirement Incentive Program was approved by the Board of Trustees at the regularly scheduled Board Meeting held on March 8, 1983. Included are the specific components of the program.

1. Potential participants in the Early Retirement Incentive Program must request an application from the Department of Certificated Personnel between March 15 and April 15, 1983.

2. A certificated employee must be qualified for a salary of $21,352 or more on the 1982-83 salary schedule to be eligible.

3. The contract for an individual participating in this program shall be for a period of one (1) year. Contracts may be renewable on a year-to-year basis, subject to availability of funds, for one (1) year not to exceed five (5) years.

4. Services to be performed and dates of services to be rendered, shall be based on the terms and conditions of the Consultant's contract as an independent contractor and not as an employee of the District.

5. Application for this program is not to be confused with the prospective consultants' application for retirement benefits under the State's Retirement Program. (Consultants should request State Retirement Application Forms from the State Department Office).

6. Consultants' fees shall range from $3,250 to $5,000 annually, according to the following schedule which is based on a maximum of twenty (20) days of service per year and according to the following schedule which reflect an eight hour day.

| AMOUNT EARNED JUNE 1983 | EARLY RETIREMENT INCENTIVE PLAN |
|---|---|
| $21,352 - $22,286 | $3,250 |
| 22,287 - 23,221 | 3,500 |
| 23,222 - 24,156 | 3,750 |
| 24,157 - 25,091 | 4,000 |
| 25,092 - 26,026 | 4,250 |
| 26,027 - 26,827 | 4,500 |
| 26,828 - 27,628 | 4,750 |
| 27,629 - or more | 5,000 |

7. Consultants must stipulate the number of days of service in Article 2 of the Agreement for Consultant Services, not to exceed 20 days as well as dates, times and location.

8. Consultant is not to replace the services of regular employees.

9. Consultant is not to be used as a substitute teacher or to relieve a teacher, as these services may only be performed by certificated employee

10. It is the responsibility of the Consultant to sign the invoice, to obtain a signature of the District representative and submit same to the Department of Certificated Personnel

**APPENDIX L**

# EDUCATION CODE SECTION 44662(C)

Education Code section 44662(c) provides:

"The governing board of each school district shall establish and define job responsibilities for certificated noninstructional personnel, including, but not limited to, supervisory and administrative personnel, whose responsibilities cannot be evaluated appropriately under the provisions of subdivision (b) and shall evaluate and assess the performance of those noninstructional certificated employees as it reasonably relates to the fulfillment of those responsibilities."

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