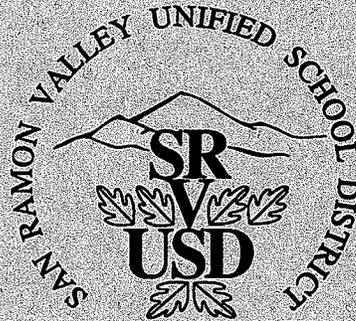


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CONTRACTUAL AGREEMENT

BY AND BETWEEN THE
BOARD OF EDUCATION
OF THE
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

11/12/03



AND

SAN RAMON VALLEY EDUCATION ASSOCIATION
CALIFORNIA TEACHERS ASSOCIATION
NATIONAL EDUCATION ASSOCIATION

1,106 Teachers

JULY 1, 2002 THROUGH JUNE 30, 2005

113 pages

ARTICLE I

AGREEMENT

The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Board of Education of the San Ramon Valley Unified School District, hereinafter referred to as "District," and the San Ramon Valley Education Association/CTA/NEA, hereinafter referred to as "Association." The term "Contract" as used herein means the written agreement entered into pursuant to the Educational Employment Relations Act (Govt. Code Section 3540 Et. Seq.).

ARTICLE II
RECOGNITION

A. The bargaining unit represented by the Association includes:

Classroom Teachers
Counselors
Media Specialists
Speech and Language Specialists
Reading Specialists
Music Educators
Health Educators/School Nurse
Vocational Ed. Teachers
Work Experience Teachers
Resource Specialists
Program Specialists
DIS Bargaining unit members
School Psychologists
School Psychologists/Paid Interns
School Psychologist/Social Worker
Temporary Contracted Personnel
Teacher Pre-Interns/Interns
Teachers on Special Assignment
All employees in above categories on authorized leave of absence

B. The bargaining unit represented by the Association excludes:

Management Personnel
Supervisory Personnel
Confidential Personnel
Substitute teachers
Adult Education teachers
Summer School teachers
Home School Bargaining unit members
Extra Duty Pay Employees (those employed to teach for extra duty pay only)
Unpaid Psychologist Interns

C. Definition of "employee" and "bargaining unit member," as used in this agreement, mean members of the bargaining unit unless otherwise defined within a specific provision of this Agreement.

ARTICLE III

SUBCONTRACTING

The District will not contract out work which has been customarily, routinely and exclusively performed by employees in the bargaining unit. If work which has not been customarily, routinely and exclusively performed by employees and which is not managerial or supervisory becomes available, such work will be advertised for three (3) days so that qualified unit members may apply.

ARTICLE IV

NONDISCRIMINATION

- A. Regarding the administration of the provisions of this Agreement, neither the District nor the Association shall discriminate against any officer or employee of the District in violation of the law; on the basis of race, color, religious creed, age, sex, ancestry, national origin, marital status, physical or mental handicap, medical condition, Vietnam era veteran status, actual or perceived sexual orientation, or membership or participation in the legitimate activities of a recognized employee organization.
- B. A member of the bargaining unit may file a grievance under the agreement's grievance procedure alleging a violation of applicable federal and state statutes covering illegal discrimination in employment.

ARTICLE V

ASSOCIATION RIGHTS

- A. The Association shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, mail service, and the right to use institutional facilities at reasonable times unless such access or use violates applicable federal law.
- B. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that the principal or site manager has been notified and that there is no interruption of the students' instructional program.
- C. The District shall, upon request, provide the Association with a list by November 1, of all unit members names, addresses, phone numbers and work stations. An update upon written request, shall be provided by March 1. Use of the list shall be restricted to Association business.
- D. The first (1st) and third (3rd) Mondays of each month, following the student day, shall be set aside as Association days with no District activities on those days. Exceptions shall be when vacation days fall on those Mondays and then for those times only, Association days shall be the second (2nd) or fourth (4th) Monday. By October 1st each year unless mutually agreed to otherwise, the Association shall submit to the District a calendar with all Association days marked. In no case shall there be more than two reserved Association days per month.
- E. The Association may nominate employee representatives for any district committees. If the Association nominee is not appointed, a designated administration representative shall discuss with an Association representative the reasons therefore.

ARTICLE VI

DISTRICT RIGHTS

- A. All District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this contract.
- B. The District has the right to make reasonable rules and regulations pertaining to employees consistent with this contract, and then only to the extent that the contract is in conformance with the laws of the State of California.
- C. In the event of an emergency, the District and Association shall meet as soon as possible to determine the effects of the emergency declared by the Board of Education. The action of the Board of Education in declaring an emergency may include suspending pertinent provisions of this Contract for the period of time necessary to correct the effect of the emergency, and shall not be subject to the grievance procedure.

ARTICLE VII

EMPLOYEE RIGHTS

All employees shall have the right to become members and participate in legitimate activities of employee organizations. Conversely, all employees shall have the right not to become members or not to participate in such organizational activities.

ARTICLE VIII

EMPLOYEE RESIGNATION

- A. Employees shall notify the Superintendent/designee in writing of their intent to resign as soon as the employee makes such a decision. Upon employee notification of intent to resign, the District shall provide the employee a mutually agreed upon resignation form.
- B. Such offer to resign during a contract year may be accepted by the Superintendent/designee. The employee's resignation and its effective date shall only become final when a letter is received by the employee from the Superintendent/designee stating that the resignation is accepted or unaccepted by action of the Board, whichever occurs earlier.
- C. The Board shall ratify the effective date of the resignation in accordance with California law.

ARTICLE IX

ORGANIZATIONAL SECURITY

A. Association Membership

1. The District shall deduct from the pay of Association members and pay to the Association unified membership dues, initiation fees, and general assessments as voluntarily authorized in writing by the employee on the District form.
2. The District shall deduct one-eleventh (1/11) of such dues from the regular salary check of the Association member each month for eleven (11) months. Deductions for employees who join the Association after the commencement of the school year shall be prorated to complete payments by the end of the school year.
3. Such deduction shall be made only upon submission of the District form to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.
4. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing no less than fifteen (15) calendar days after submission.

B. Service Fee

1. Any member of the negotiating unit who is not a member of the Association shall authorize payroll deduction or make payment to the Association in the same manner as a member does, a service fee equivalent to unified membership dues, initiation fees and general assessments.
2. In the event a non-Association unit member does not authorize payroll deduction of the service fee or make payment directly to the Association, the District, upon written request from the Association, shall begin payroll deduction of the service fee in the manner set forth above in section A. of this Article. The written request from the Association must include verification from the Association that it has, in writing, informed the non-Association member of his/her options regarding the religious objection, as provided for in section C. of this Article, and the methods of payment of the service fee.

C. Religious Objection

1. If any employee who is a member of a religious body whose traditional tenets or teaching include objecting to joining or financially supporting employee organizations objects to payment of a service fee, s/he shall

contribute an amount equal to the service fee to one of the following nonreligious, non-labor charitable organizations exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. American Cancer Society
2. Children's Hospital of Northern California -- Oakland
3. American Heart Association -- Contra Costa County Chapter
4. San Ramon Valley Education Foundation

2. Proof of payment and a written statement of objection along with verifiable evidence of their 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 District as a condition of continued exemption from joining or financially supporting the Association. The Association shall be provided a copy of the proof of payment.
 3. Any employee who pays a charitable contribution as provided in section C.1. of this Article, and who requests arbitration shall pay the reasonable cost of arbitration.
- D. The Association shall provide any information needed by the District to fulfill the provisions of this Article.
- E. The Association shall have the exclusive right to legally compromise the payment of membership dues, fees, assessments or service fees provided for in this Article. The District shall not initiate or file an action in court to enforce an agency shop without the expressed written agreement of the Association.
- F. The Association agrees to pay the reasonable costs, including attorneys' fees, of defending or initiating action to enforce this provision and to indemnify the District in respect to the deductions herein required or any actions challenging enforcement of these provisions. The District shall not settle or compromise any claim without prior approval of the Association.

ARTICLE X

GRIEVANCE PROCEDURE

A. Purpose

1. This grievance procedure shall be used to process and resolve grievances arising under this contract.
2. The purpose of this procedure is to provide an orderly process for reviewing and resolving grievances promptly.

B. Definitions

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of the terms of this contract which directly affects a member(s) of the bargaining unit. Matters for which a specific method of review is provided by law or by terms of this Contract are not within the scope of this procedure.
2. A "grievant" is the Association or is an employee who is a member (or members) of the bargaining unit covered by this contract who files a grievance.
3. A "day" is any day on which the District office is open for business.
4. "Immediate supervisor" is the principal or his/her designee. The "immediate supervisor" for employees who are not assigned to a school shall be the person designated by the Superintendent or his/her designee.
5. A "representative" is a person designated by the Association to represent the grievant.

C. Time Limits

1. The time limitations of this procedure may be shortened or extended by written stipulation of both parties.
2. In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school term, the time limits set forth herein may be reduced so that the grievance procedure may be completed prior to the end of the school term, or as soon thereafter as is practical.

D. Informal Level

Before filing a formal written grievance, the potential grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the alleged grievance informally.

E. Level I

1. A formal grievance may be initiated in writing on the appropriate form to the immediate supervisor/principal if:
 - a) the informal meeting fails to resolve the grievance to the satisfaction of the grievant; or
 - b) the immediate supervisor/principal has failed to meet within ten (10) days of a written request for an informal meeting.
2. A formal grievance must be initiated no later than fifteen (15) days after either a) or b) above.
3. A copy of the grievance shall be sent by the District to the Association unless an employee who has elected to process his/her own grievance without Association intervention requests that his/her name not be disclosed. The District then shall provide the Association a summary of the grievance filed unless such action would identify the grievant and interfere with his/her right to process such grievance without Association intervention.
4. The formal document shall be on the mutually agreed upon form and shall include a clear, concise statement of the grievance, citing specific sections of the contract allegedly violated, misinterpreted, or misapplied, the circumstances involved, and the specific remedy sought.
5. Within ten (10) days after filing of the formal grievance, the immediate supervisor/principal shall investigate the grievance and give his/her decision in writing to the grievant.

F. Level II

1. If the grievant is not satisfied with the decision rendered at Level I, s/he may appeal the decision on the mutually agreed upon form within five (5) days to the Superintendent or his/her designee. The District shall file a copy of the appeal with both the Association and the immediate supervisor/principal.

2. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
3. Within ten (10) days after receipt of the appeal, the Superintendent (or designee) shall investigate the grievance and give his/her decision in writing to the grievant and the Association.
4. If the grievant is not satisfied with the decision rendered pursuant to Level II, the Association may submit the grievance to arbitration.
5. The Association shall notify the District of its decision to take a grievance to arbitration within fifteen (15) days after receipt of the Level II decision or fifteen days after the ten (10) day time limit for rendering a decision at Level II if no decision is rendered.

G. Arbitration

1. Arbitration shall be initiated according to the most current Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) modified as follows:
 - a) Either party shall be entitled to request additional lists of arbitrators from the AAA until such time as an acceptable arbitrator is found. If after the receipt of the initial list, agreement on an arbitrator is not reached within AAA timelines, then AAA shall make the appointment.
 - b) Attendance at hearings shall be limited to the named grievant's, necessary witnesses, and no more than three (3) representatives from the Association who require substitutes. Attendance at hearings shall be limited to the named
 - c) The arbitrator shall have no authority to add to, delete, or alter any provisions of this contract but shall limit his/her findings and recommendations to the application and interpretation of its provisions.
 - d) The arbitrator shall hear and rule upon the arbitrability of the issue or issues.
 - e) By mutual agreement, the parties may initiate arbitration using the Expedited Labor Arbitration rules of the American Arbitration Association.
2. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally by the District and the

Association. Any additional expenses shall be borne by the grievant incurring such expense.

3. The decision of the arbitrator shall be final and binding.

H. Miscellaneous

1. Response. If the District fails to respond to a grievance within the limits specified for the level, the grievant shall have the right to appeal to the next level.
2. Conference. Grievant shall have the right to a conference upon request at each level.
3. Records. All records of the proceeding shall be retained in a separate grievance file maintained by the Human Resources Department.
4. Reprisals. No reprisals shall be taken by or against any participant in the grievance procedure by reason of such participation.
5. Representation. Each party may be accompanied by a conferee at any level of the grievance procedure.
6. Pay. A grievant required by the District to absent himself/herself from work by reason of these grievance procedures shall not suffer any loss of pay. A representative and necessary witnesses participating in conferences at any level that takes place during the school day shall receive release time with pay. The processing of a grievance prior to arbitration shall normally be at times other than during the instructional day.
7. Time Limitations. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
8. Initiate Grievance - Level II. If a grievance arises from action or inaction on the part of a member of the Administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent (or designee) at Level II.
9. Forms. Mutually agreed upon forms for filing grievances and other related documents shall be available at the District Office, each school, and the Association Office. The cost of these forms shall be borne by the District. Sample forms are included in Appendix D.
10. Grievance Without Intervention. An employee may present a grievance without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Contract; provided that the

District shall not agree to a 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. This response must be filed within seven (7) days from the date that the notice of proposed resolution is sent to the Association.

11. Discharge of Duties. The grievant shall continue to discharge his/her duties and comply with the direction of the Administration until the grievance is resolved.
12. Multiple Grievants. When the same grievance is filed by two (2) or more individuals, the Association shall be responsible for processing the grievance and not more than two (2) of their conferees shall be provided release time for processing such common grievance. This procedure shall not supersede an individual grievant's right to process a grievance without Association intervention as set out in 10. above.

ARTICLE XI

HOURS OF EMPLOYMENT

A Length of the Workday

1. The length of the workday for employees including lunch, preparation time, recess, passing time, travel time between assignments and time required before and after school shall not exceed seven hours.
2. There shall be no involuntary split shift. A copy of the Teaching Assignment Memorandum of Understanding is included in Appendix A.
3. If a bargaining unit member has a split assignment between a high school and a middle school, then a full time contract will be given for five percent of instruction. The bargaining unit member and administrator shall arrange extra duty or projects to reach a full time assignment.
4. For special program reasons, a bargaining unit member may be given an assignment in excess of 1.0 full time equivalent if it is mutually agreed upon with the bargaining unit member, District, and Association. The bargaining unit member will be paid the assigned full time equivalent in excess of 1.0. It is understood that assignments in excess of 1.0 full time equivalent shall be temporary and will be avoided, if possible. The assignment in excess of 1.0 shall continue to be posted.
5. In addition to their regular assignment, kindergarten bargaining unit members shall assist other kindergarten or primary bargaining unit members, as directed by the principal, for a maximum of sixty (60) minutes per day.

B. Adjunct Duties

1. In addition to the length of the workday as described in A. above, the principal may assign employees to student supervision on an equitable and reasonable basis. The principal shall solicit input from and work jointly with the employees to determine which student activities require supervision and how those supervisions will be assigned. Every attempt will be made to finalize the list of student activities which require supervision in a school year by the end of the prior school year. This assignment to student supervision shall be written and posted at the school site and a copy of the posting shall be given to each bargaining unit member.
2. Staff and department meetings, child study team meetings and other multi-bargaining unit member conferences regarding students may be

called as needed except that staff meetings shall not exceed one (1) hour per week unless reasonable notice is given to the employees that the meeting will last longer. Attendance beyond one (1) hour will be, however, on a voluntary basis provided that the employee who wants to leave after one (1) hour shall give the principal prior notice of that intent. The total of all mandatory meetings for any one bargaining unit member outside the bargaining unit member workday shall not exceed six (6) hours per month. Bargaining unit members who do not have a preparation period or teaching period immediately prior to or following a staff meeting will be considered to have attended a two-hour rather than one-hour meeting for purposes of counting toward the six (6) hour maximum or mandatory meetings, focus group meetings, staff development activities, etc.

3. Part-time employees, other than job share employees, who are not able to attend a meeting set forth in B.2. above due to personal hardship may be excused from attendance if the principal grants prior approval. The principal's approval shall not be unreasonably withheld. Any part-time employee whose attendance at a staff meeting is excused is responsible for the content of and any directives issued at that meeting.
4. If two employees job share, at least one of the two must attend the meetings set forth in B.2. above and both are responsible for the content of and any directives issued at those meetings

C. Elementary school, middle school and alternative education employees shall be present at the school site for at least fifteen (15) minutes prior to the beginning of the instructional day and remain for fifteen (15) minutes following the end of the instructional day. Comprehensive high school bargaining unit members may adjust the fifteen (15) minute before and after school requirement to fulfill the contracted seven hour work day and accommodate the "A" period and mandatory six (6) period day for all students.

D. Every employee shall have one (1) duty-free lunch time per day of at least thirty (30) consecutive minutes excluding passing time of no fewer than five minutes.

E. Department Chairpersons

If department chairs are funded by the district, their allocation will be as follows:

1. High School

- a. Each comprehensive high school will be allocated a total of eight (8) department chair positions.

- b. Department chairs in English, Math, Social Science and Science will receive a stipend for a guaranteed release period.
 - c. A committee of department chairs and principal will meet to determine which department will receive the fifth release period. The committee will make its recommendation to the principal who will make the final decision.
 - d. The remaining three (3) positions will receive a stipend.
 - e. Departments with release periods will not receive stipends.
2. Middle School
 - a. Each middle school will be allocated eight (8) department chair positions.
 - b. Middle school department chairs will receive a stipend.
 3. The principal will determine how to combine departments to establish eight (8) department chair positions.
 4. Department chairs are selected by members of the department and approved by the principal. If the principal does not approve the recommendation, reasons must be provided in writing to members of the department.
 5. Department chair stipends are on the salary schedule.
 6. Department chair positions may be shared between two people.
 7. Department chairs may use a portion of their stipends to purchase up to nine (9) days release time to work on department matters. This must be approved in advance by the site administration.
 8. Schools may use external funds to pay for stipends for additional department chair positions. The stipend amount must equal the amount set forth in the contract.
- F. Curriculum work shall be on a voluntary basis unless scheduled during the normal workday or as part of scheduled staff or department meetings in B.2 above.
 - G. Employees shall be available for such time as may be necessary for parent conferences.

H. Preparation Time

1. Bargaining unit members shall be provided with preparation time. Preparation time shall be used for planning, preparation, and conferences with pupils, parents, other bargaining unit members or administrators and other activities that do not require student supervision. An employee may also be used as a substitute for another employee in cases of emergency. The assignment to substitute for another employee shall be on a reasonable and equitable basis. Bargaining unit members substituting on their preparation period will be paid the established hourly rate. At California High School, a double period block will be considered as two hours. Payment for such substituting shall be made pursuant to the most recent side letter of agreement between the Association and the District on this issue.
2. Preparation time shall be provided as follows:
 - a. Elementary classroom bargaining unit members shall be scheduled for instructional time that does not exceed 49,500 minutes per year (an average of 275 per day). The difference between the student instructional day and each bargaining unit member's instructional time shall be scheduled as preparation time for the bargaining unit member.
 - b. Middle school, intermediate school, and high school classroom bargaining unit members shall have one instructional period per day scheduled as preparation time.
 - c. Non-classroom bargaining unit members' preparation time does not need to be taken in the same increments as a classroom teacher.
 - d. The principal shall solicit input and work jointly with elementary bargaining unit members prior to determining the program to be taught during bargaining unit members' preparation time. The determination shall remain in effect for three school years unless staffing needs require a change for the school year subject to the availability of qualified staff. In the event that qualified staff is not available, the above consultation process shall be initiated.
 - e. There are some circumstances where the scheduled preparation time may of necessity be eliminated or modified. This shall be limited to: 1) emergencies such a fire or similar crisis necessitating evacuation of the building, the closing of school, or modification of the schedule; 2) a daily schedule adjustment that provides a partial schedule on one day and the remaining schedule on another day such as has been the practice at middle and high schools on final schedules, conference days, and minimum days.
 - f. In order to economically provide for large group instruction as a form of elementary preparation relief, one certificated teacher shall be assigned to

and one or more paraprofessionals may be assigned responsibility for the instruction of a group of students. In any case, the adult-to-student ratio shall not exceed 1:34 and the elementary certificated bargaining unit member in large group situations shall have no more than 10 minutes to be responsible for during any one period of time. This provision shall not be expanded for any other purpose and constitutes the only barrier to the bar against diversion of bargaining unit work.

- I. Employees shall participate in "Back to School Night," and "Open House." No staff meetings shall be held on these days. Bargaining unit members shall be able to leave the school site at the end of the instructional day.

F. Conduct of Hearing

ARTICLE XII

SCHOOL YEAR CALENDAR

- A. The school year calendar shall have 180 teaching days, 186 working days for returning bargaining unit members and 187 working days for new bargaining unit members.
- B. The work year in the calendar includes all employees with the exception of counselors, head counselors, program specialists, early start program employees and psychologists. Their work year shall be as follows:
1. Counselors and program specialists - 12 additional days beyond the work year of returning bargaining unit members.
 2. Head Counselors - 15 additional days beyond the work year of returning bargaining unit members.
 3. Psychologists - 1 week before and 1 week after the work year of returning bargaining unit members.
 4. Early start program employees - 206 days
 5. Program specialists who are employees of SELPA may modify the calendar to meet their professional needs provided that the SELPA Director or designee has approved their modification and as long as their work year totals 195 days.
- C. District and SRVEA will meet by November 1, of each year to review the current year's calendar and to negotiate the calendar for the following year.

ARTICLE XIII

ASSIGNMENT, REASSIGNMENT AND TRANSFER

A. Assignment

1. All bargaining unit members will be notified, in writing, of their tentative teaching assignment (grade, level, course titles) no later than ten (10) working days prior to the end of the school year.
2. Employees will be notified of any subsequent changes in their tentative assignments as soon as possible.

B. Reassignment

1. Reassignment is a movement of personnel to a different position within the same school or facility, i.e. different grade, level or course title from the previous term or tentative assignment, within the same school or facility. Reassignment also includes movement of personnel to different schools within the same multi-school program.
2. A principal may reassign an employee to a different position within the same school or facility. A district administrator responsible for multi-school programs may reassign employees depending on the needs of the program.
3. If a vacancy occurs in any of the following positions - psychologist, counselor, media specialist, health educator, social worker, or bargaining unit member on special assignment - it must be posted as a vacancy and not filled by reassigning another employee from a different position at the same site. This does not prevent the reassignment of employees within multi-school programs.
4. If the employee does not agree with a reassignment and requests a conference, a conference shall be held with the site/program administrator and employee to discuss reasons for and alternatives to the reassignment.
5. If, following the conference, the employee still does not agree with the reassignment, the employee shall notify the site/program administrator in writing within five (5) working days after the conference.
6. If following this notification the employee is still to be considered for reassignment the administrator shall so notify the affected employee and the Association in writing of the specific reasons s/he is being reassigned.

F. Conduct of Hearing

Within fifteen calendar fifteen (15) days of receipt of the request for

7. Following such notification and upon written request by the employee, the Assistant Superintendent, Human Resources (or designee) shall confer with both parties, and a conferee if either desires, concerning the proposed reassignment. The Assistant Superintendent, Human Resources (or designee) shall render a decision within twenty (20) working days after the conference. This decision shall be in writing and shall include the specific reasons for the reassignment.
8. Within seven (7) working days of receipt of the Assistant Superintendent's decision, the employee may appeal the administrative decision to the Superintendent. The appeal shall be in writing and shall set forth the reasons for appeal.
9. Within ten (10) working days of receipt of the appeal, the Superintendent shall review the summaries and the decision of the Assistant Superintendent, Human Resources (or designee), and shall notify the employee, in writing, of the final decision.
10. This procedure shall apply to all substantive decisions relating to reassignments. An employee who is the subject of a reassignment may use the grievance procedure to challenge only alleged procedural violations of this Article.

C. Transfer

1. Transfer is a movement of personnel from one school or site to another school or site except in multi-school programs as described in Reassignment.
2. District-Initiated Transfer: A District-initiated transfer is any transfer which is not voluntary. No District-initiated transfer shall be made unless the employee's qualifications and experience are appropriate to the position.
 - a. District-Initiated Transfer Due To Enrollment/Program Changes
 - 1) If the District determines that a transfer(s) is necessary because of enrollment/program changes at a school, the employee(s) at that school and the association shall be notified of the number of employees to be transferred.
 - 2) After such notices are given, the site administrator shall request volunteer(s) for the transfer(s). The volunteer must be appropriately credentialed to relieve the overstaffing in the affected program. Such volunteers shall be considered District-initiated transfers for purposes of placement.

3) If after requesting a volunteer the District determines it is necessary to transfer an employee involuntarily to another employee at the affected site with the least seniority of certificated service in the District as determined by the requirement for salary schedule advancement as defined in Article XX, Salaries) shall be transferred unless there is a compelling educational reason for bypassing the least senior employee. Seniority shall be determined between employees with equivalent seniority shall be determined by lottery.

4) If, prior to the start of the school year, a position opens at the school from which the involuntary transfer took place, the involuntarily transferred employee must be given the option to return prior to posting the position provided the involuntarily transferred employee is properly credentialed. This opening must be in the curriculum area/department of prior assignment.

b. District-Initiated Transfer For Reasons Other Than Enrollment/Program Changes

1) A District-initiated transfer for reasons other than enrollment/program changes may be made for compelling educational reasons. The determination of the placement of the employee who is the subject of a District-initiated transfer for reasons other than over staffing shall be made by the Assistant Superintendent of Human Resources (designee) after consultation with the appropriate school administrator, the employee, and the employee representative if requested by the employee.

2) Notification of a District-initiated transfer for reasons other than program/enrollment changes to be effective for the beginning of the school year must be received by the affected employee on or before the last day of school unless the affected employee and the District agree to a later notification date.

c. The Procedure For Implementing a District-Initiated Transfer Shall Be As Follows:

1) The employee and the Association shall be notified in writing of the intent to transfer.

F. Conduct of Hearing

- 2) The administrator initiating the transfer shall arrange a conference with the employee and discuss the reasons for transfer.
 - 3) If the employee is still to be considered for transfer after this conference, the administrator shall notify the affected employee in writing of the specific reasons s/he is being transferred.
 - 4) If, following the notification, the employee is still to be considered for transfer the administrator shall so notify the affected employee and the Association in writing of the specific reasons s/he is being transferred.
 - 5) Upon written request by the employee, the Assistant Superintendent, Human Resources (or designee), shall confer with both parties, and a conferee if either desires, concerning the proposed District-initiated transfer. The Assistant Superintendent, Human Resources (or designee), shall render a decision within twenty (20) working days after the conference. This decision shall be in writing and shall include the specific reasons for the transfer.
 - 6) Within seven (7) working days of receipt of the Assistant Superintendent's decision, the employee may appeal the administrative decision to the Superintendent. The appeal shall be in writing and shall set forth the reasons for appeal.
 - 7) Within ten (10) working days of receipt of the appeal, the Superintendent shall review the summaries and the decision of the Assistant Superintendent, Human Resources (or designee), and shall notify the employee, in writing, of the decision which shall be final.
 - 8) This procedure shall apply to all substantive decisions relating to District-initiated transfer. An employee who is the subject of a District-initiated transfer may use the grievance procedure to challenge only alleged procedural violations of this Article.
- d. Permanent employees who are the subject of a District-initiated transfer shall not be evaluated during the first year of their new assignment unless their most recent summary evaluation was designated unsatisfactory.

3. Employee-Initiated Transfer

- a. An employee-initiated transfer is any transfer initiated at the request of the employee. To be placed on the transfer list, employees teaching in positions requiring CLAD authorization must possess or be in the process of possessing CLAD authorization.
- b. Transfer lists will be developed to identify employees who wish to be contacted by the Personnel Office in the event of a posted vacancy. Bargaining unit members on the transfer list are encouraged to provide supplemental information for the specific vacancies for which they are applying.
 - 1) **Transfer List:** A permanent or probationary employee, or a temporary employee who has reemployment rights and has completed a minimum of one full year of service, may apply to be placed on the Transfer List by submitting a Transfer List Request Form and a Transfer Application Form to the Certificated Human Resources Office between March 1 and March 31. Employees will thus be placed on the Transfer List, and will be notified by the District regarding vacancies appropriate to their stated preference.
 - 2) After the school year begins, between the first day of school and September 30, employees on the Transfer List will be sent written notice giving them the opportunity to remain on the Transfer List through March 31 of that school year, or to be removed from the list. Employees will be given a deadline date to respond, approximately two weeks after the date of the notice. After the designated deadline, only those employees designating that they wish to remain on the list will be automatically contacted for appropriate vacancies through March 31 of that school year.
- c. An employee not on a Transfer List may apply for any posted vacancy and will be considered if the request is received during the posting period, or prior to the start of the interview process if between July 1 and the first day of the following school year.
- d. After submitting the forms to be on a Transfer List, the employee may arrange for an interview with the Assistant Superintendent, Human Resources (or designee), for the purpose of discussing the type of position desired and the possibilities for transfer.
- e. If, after the school year has started, the District determines that a transfer will have an adverse effect on the program, the effective

date of the transfer may be delayed, but in no event will it be later than the beginning of the following school year. A temporary employee must be assigned to the open position in the interim. If the employee does not agree with the delay of the effective date, s/he shall be entitled to the appeal provisions of the District-initiated transfer provision in this Article.

- f. If an arbitrator rules that an employee other than the employee who was selected by the District should have been selected for a particular vacancy, then that employee shall not be placed in the vacancy at issue any sooner than the beginning of the school year which follows the date of the arbitrator's decision. However, the parties may mutually agree to an earlier date for placing that employee.

D. Posting Vacancies

1. For purposes of this Article, a vacancy is defined as a position that is one of the following:
 - a. An opening created by an addition to the number of current positions in the District.
 - b. An opening created by the resignation or retirement of an employee.
 - c. An opening created by an employee going on leave of absence for a minimum of one semester.
 - d. Temporary positions shall be considered vacancies for the sole purpose of placing District-initiated transfers. However, as of the last bargaining unit member work day of the school year, any position for which a temporary employee has received a contract shall not be considered a vacancy for the following school year.
2. If a vacancy occurs in any of the following positions - psychologist, counselor, media specialist, health educator, social worker, or bargaining unit member on special assignment - it must be posted as a vacancy and not filled by reassigning another employee from a different position at the same site. This does not prevent the reassignment of employees within multi-school programs.
3. The completed posting form for each vacant position shall include a detailed description of the job duties and qualifications including extracurricular duties and qualifications which the District determines are essential to the vacant position and for which the applicant must have the proper credentials and appropriate experience.

4. The posting form for each vacant position shall be prominently posted at the Education Center and at each school site for at least ten (10) days following the date of announcement. The position shall be filled on or after the tenth (10th) day. Copies of these lists shall be sent to the President of the Association.
5. If a vacancy occurs ten (10) working days or less before either the beginning of school or the beginning of the second semester or during the first ten (10) days of the teaching year, the vacancy shall be posted for five (5) working days and those transfer requests on file shall be considered for the position.
6. After July 1 of each year and continuing until the first work day of the following year, vacant positions must continue to be posted; however, the District immediately may fill any vacant position from the current list of transfer requests or from outside applicants in the event no one requesting transfer is suited by qualification and experience for the vacancy.

E. Application for Posted Vacancies

1. Applications for posted vacancies shall be made in writing to the Human Resources Office within the posted time.
2. Bargaining unit members on the transfer list are encouraged to provide supplemental information for the specific vacancies for which they are applying.

F. Filling Vacancies

1. Before filling vacancies, the following shall occur:
 - a. District-initiated transfers shall be placed first in filling vacancies. Vacancies will not be posted until known District-initiated transfers have been placed.
 - b. Permanent/Probationary bargaining unit members returning from leave of absence.
 - 1) If the employee notifies the District by May 1, s/he is reinstated to a comparable position.
 - 2) If the employee notifies the District after May 1, s/he is reinstated to a position not necessarily comparable.

- c. Temporary bargaining unit members with reemployment rights (served 75% or more of the days school was in session, E.C. 44918) fill positions at their own site.
2. The filling of vacancies shall occur in the following sequence:
 - a. Probationary or permanent applicants from either the Transfer List or requests for individual positions. Requests for individual openings must be submitted prior to the start of the interview process for that position.
 - b. Temporary bargaining unit members, from other sites, with reemployment rights.
 - c. Temporary bargaining unit members without reemployment rights and outside applicants.
3. If only one probationary/permanent employee, or temporary employee who has reemployment rights and has completed a minimum of one (1) full year of service, applies for transfer to a vacant position and that employee has the necessary qualifications and experience as set forth in the completed posting form then that employee shall be transferred to the vacant position.
4. If more than one (1) employee applies, the principal or program supervisor shall interview all such employees. The Assistant Superintendent, Human Resources (or designee) shall fill vacant positions based on the following criteria:
 - a. Grade level, subject, field and position for which the employee is best suited by qualifications and experience, and
 - b. Seniority (years of certificated service in the District as determined by service that meets the requirements for salary schedule advancement as defined in Article XX, Salaries) when the above factors are equal.
5. Outside candidates will not be interviewed for a specific vacancy unless no internal candidate who has the necessary qualifications and experience as set forth in the completed posting form, applies.
6. The Assistant Superintendent, Human Resources (or designee) shall notify each applicant in writing when a decision regarding his/her application has been reached and upon request of the employee, s/he shall be given specific reasons in writing for being denied the position.

7. If, after the school year has started, the District determines that a transfer will have an adverse effect on the program, the effective date of the transfer may be delayed, but in no event will it be later than the beginning of the following school year. A temporary employee must be assigned to the open position in the interim. If the employee does not agree with the delay of the effective date, s/he shall be entitled to the appeal provisions of the District-initiated transfer provision in this Article.
8. If an arbitrator rules that an employee other than the employee who was selected by the District should have been selected for a particular vacancy, then that employee shall not be placed in the vacancy at issue any sooner than the beginning of the school year which follows the date of the arbitrator's decision. However, the parties may mutually agree to an earlier date for placing that employee.

G. Bargaining unit members on Special Assignment

1. When a bargaining unit member accepts a position as bargaining unit member on Special Assignment as described below, his/her former position will be posted as a one or two year position. For up to two years, the TSA will have the right to return to his/her home school. The term of the TSA position will be as follows:

Site Staffing Allocation TSA, e.g. middle school TSA: For up to two years, the TSA will have the right to return to his/her home school. After four years the TSA must return to a regular assignment for at least one year prior to taking another TSA position.

District Curriculum Specialist TSA, e.g. Language Arts, Math: For up to two years, the TSA will have the right to return to his/her home school. After three years the TSA must return to a regular assignment for at least one year prior to taking another TSA position.

District Program Assistants TSA, e.g. GATE, ELD, TUPE, SIP: For up to two years, the TSA will have the right to return to his/her home school. After four years the TSA must return to a regular assignment for at least one year prior to taking another TSA position.

BTSA/PAR TSA: For up to two years, the TSA will have the right to return to his/her home school. After five years the TSA must return to a regular assignment for at least one year prior to taking another TSA position. BTSA/PAR TSA will be housed at schools and be expected to be part of that school community.

For these purposes, a year means 75% or more of the school year.

2. A bargaining unit member released for a period or more at the site with site controlled funds will not be considered a bargaining unit member on Special Assignment. These positions do not require district posting; however, all certificated bargaining unit members at the site must have the opportunity to apply according to a site developed application process.

H. Independent Studies Program

Any full-time independent studies program shall have staff assigned at the beginning of the year based on projected end of first month enrollment. Vacancies among staff shall be posted as required by this Article. After 25% of the school year has elapsed, new staff (not presently contracted) may be assigned to full-time independent study programs without posting the position if the total number of students in the District has not increased. Such new staff do not have the right to any permanent positions because they will not have served 75% of the year.

I. Opening of a New School or Reconfiguring an Existing School

Prior to posting or filling a vacancy created by the opening of a new school or reconfiguring a school (e.g., moving Sixth Grade to Middle School), the District and the Association agree to negotiate the process by which the vacancies shall be filled. If the parties are unable to agree in a timely manner on the process for filling of the vacancies, then the filling of the vacancies shall be governed by the preceding sections of this Article.

J. Committee on Assignments

A Committee on Assignments shall be established to evaluate and approve applications from bargaining unit members to teach outside of the bargaining unit member's credential authorizations as authorized by law. This committee shall be comprised of an equal number of bargaining unit members and administrators. The bargaining unit members and their terms shall be selected in a manner determined by SRVEA.

Every effort shall be made to schedule Committee on Assignments meetings during the regular work hours of the bargaining unit members. In the event that committee meetings are scheduled outside of such regular work hours, bargaining unit members shall be paid at the extra duty pay rate for bargaining unit members; or, if they should so elect, they shall be granted compensatory time off to be taken in half day increments at the bargaining unit member's discretion.

SRVEA does not waive its right to pursue remedies in any appropriate arena in the event that the District mis-assigns members of the bargaining unit.

ARTICLE XIV

CLASS SIZE

A. For purposes of this Article, "classroom bargaining unit member" is defined as classroom bargaining unit members, secondary vocational education bargaining unit members, secondary work experience bargaining unit members, secondary music bargaining unit members, and all temporarily contracted personnel holding these same positions.

B Staffing Guidelines

1. The number of classroom bargaining unit members budgeted and assigned to each school for classroom instruction shall be established on the basis of the following guidelines:
 - a. Each elementary school (grades K-5) shall be budgeted and assigned at least one classroom bargaining unit member for every thirty and a half (30.5) students until the first day of school and thirty (30) students thereafter. K-3 classrooms which are staffed at 20:1 due to Class Size Reduction legislation, are excluded from this calculation.
 - b. Each middle school (grades 6-7-8) shall be budgeted and assigned at least one (1) F.T.E. for every twenty-nine (29) students.
 - c. Each high school (grades 9-12) shall be budgeted and assigned at least one (1) F.T.E. for every twenty-eight (28) students. Classes, that are staffed at less than 28:1 due to Class Size Reduction legislation, are excluded from this calculation.
2. Efforts shall be made to maintain staffing guidelines in "B" of this article, recognizing that limitations of budget, space, or facilities may require exceptions. When schools go beyond the established student/bargaining unit member ratios, adjustments shall be made as soon as practicable.

C Special Education

1. For staffing purposes, each elementary (K-5) special day class student who is scheduled by the Individualized Educational Program Team for integration into a class staffed at the regular 30:1 ratio shall have one place reserved in the regular classes into which s/he is scheduled to be integrated.
2. Special education classes shall be staffed in accordance with the provisions of appropriate sections of the California Education Code and the Administrative Code. The following are targeted maximums for

Special Day Classes: Grades K-2, 12 students; Grades 3-5, 14 students; Grades 6-12, 16 students. If a Special Day Class exceeds the above numbers, the bargaining unit member and the Director of Special Programs will meet within ten (10) days to agree to a plan of relief. Such a plan will be written and a copy sent to the bargaining unit member and the Association.

C. The ratio of counselors to students at the high school shall be one (1) counselor per 500 students, and at the middle school the ratio shall be one (1) counselor per 700 students.

D. Elementary ATP Class Size Calculation

Each elementary ATP classroom will be budgeted and assigned at least one teacher for every thirty (30) students. ATP classroom staffing will be outside the staffing ratio for the 4th and 5th grade classes at the site in which the program is housed.

ARTICLE XV

LEAVES

A. General Provisions

1. No leaves shall be considered an interruption in the continuity of services for the purpose of establishing the date of hire as applied to the Education Code, Section 44955 (Reduction in Force). However, the actual time on leave shall not be counted toward meeting the seventy-five percent of the school year requirement for permanent status.
2. An employee on leave shall be reinstated in a position comparable to that occupied prior to the leave, provided that the employee notifies the District on or before May 1 of the employee's intent to return to the District the next school year. An employee on leave who notifies the District after May 1 and before July 1 of the employee's intent to return to the District the following school year shall be guaranteed a position, but not one necessarily comparable to that occupied prior to the leave. The right of an employee on leave who fails to notify the District prior to July 1 of that employee's desire to return to the District the following school year shall be governed by Education Code, Section 44842 (Automatic declining of employment). An employee on leave may be subject to reassignment or transfer for the same reasons that any other employee may be reassigned or transferred. At the time an employee requests a leave, the District shall notify that employee of the provisions of this paragraph.
3. If any leave, except as otherwise provided for in this Agreement, causes an employee to serve on a job less than seventy-five percent of the employee work year as defined in Article XII: Calendar, salary credit advancement shall not be given the following year.
4. Any employee of the unit on an unpaid leave provided in this Article may continue membership in group health and welfare programs by paying the appropriate premiums to the District.
5. Any employee who seeks an extension of health leave, child-rearing leave, or study leave shall make application no later than eight (8) weeks preceding the expiration of the original leave.
6. Upon return to duty following any daily or short term absence, the employee shall complete the certificated attendance report, sign it, and identify the reason for the absence.
7. A physician's certification may be required for absence due to illness, substance abuse program, accident, or quarantine that consists of five (5)

or more consecutive days. The Superintendent may require, where any absence for illness, substance abuse program, accident, or quarantine is taken during a work stoppage, a statement from the attending physician for such absence. The expense, if any, for this statement verifying valid absence during work stoppage shall be paid by the District if the employee's medical plan does not cover such expense.

8. Employees on leave of absence with pay shall receive wages and health and welfare benefits in accordance with the provisions of this Article and the health and welfare provisions of this Agreement.
9. Unless specifically stated otherwise, no leave provided for in this Article may be used for the purpose of participation in work stoppages or political protests.
10. No leave may be taken in increments of less than one-half ($\frac{1}{2}$) day. A copy of the Request for Leave of Absence is included in Appendix D.

B. Leave of Absence Without Pay

1. The Superintendent (or designee) may grant leaves of absence without pay for a period of up to thirty (30) calendar days.
2. Leaves of absence without pay in excess of thirty (30) calendar days may be approved by the Board of Education upon the recommendation of the Superintendent (or designee).
3. Leaves of absence without pay may be granted for the following reasons: child care, study, travel, professional enrichment, restoration of health, and disabilities in the immediate family.
4. Sick leave shall not be honored when an illness or injury occurs during a leave without pay except when 1) it is known in advance of the beginning of the leave without pay that a temporary disability, i.e., pregnancy-related or elective surgery, will occur during the leave, and 2) a physician has so verified in advance of the leave that such temporary disability will occur. If an employee begins his/her leave without pay prior to the beginning of the physician's verified temporary disability described under this Section, the District shall continue to pay the District's contribution toward health and welfare benefits for the balance of the month in which the leave without pay begins.
5. Upon request of the employee, any probationary or permanent employee of the District may be granted unpaid leave of absence, for reasons of personal health. Such leave shall be for not more than one (1) year per each request.

6. Employees shall be required to provide a written statement from a physician certifying the employee's need for the health leave of absence under B.5 above and the ability to return to full-time service following leave of absence.
7. A leave of absence for one (1) year without pay may be granted to a member of the unit for the purposes of participation in:
 - a. Exchange teaching programs in other states, territories, or countries. Exchange teaching agreements requested by an individual bargaining unit member and approved by the Board may contain salary provisions for leave with pay.
 - b. Foreign or military teaching programs: The member shall advance the number of steps on the salary schedule equivalent to the time on leave for leaves taken in accordance with this item. These leaves may be extended for not more than one (1) year.

C. Professional Development Leave

1. Professional development shall be defined as any activity which enhances the unit member's ability to fulfill his/her role and contributes to the improvement of the educational program of the District.
2. Professional development leave may be granted to any permanent employee who has been employed by the District for at least seven (7) consecutive years preceding the granting of the leave. This leave shall be a minimum of one semester and not exceed one (1) year. No more than one leave per person may be granted in any single seven (7) year period.
3. Every effort should be made to submit the application for leave no later than March 15 for the following Fall, and no later than October 1 for the following Spring semester. Employees on professional development leave shall be required to perform such services as shall be agreed upon by the employee concerned and the Board, with the approval of the Superintendent.
4. An employee on leave shall receive the difference between his/her salary and the salary paid to a replacement bargaining unit member. The replacement bargaining unit member salary will be calculated as the average cost for a new bargaining unit member for the year of the leave. Salary schedule credit for a year's service shall be granted for professional development leave. This leave is not intended for the purpose of providing an opportunity for financial gain beyond the employee's regular salary.
5. An employee on Professional Development Leave may continue

membership in group health and welfare programs by paying the appropriate premiums to the District. As this leave may affect the employee's STRS service credit, the employee should consult with STRS for specific details.

6. A committee to review requests will be composed of the Superintendent (or designee), two administrators, and three bargaining unit members selected by the Association. This committee's function shall be to make recommendations only. An application shall be submitted by the employee to this committee, outlining the proposed course of study or travel, how it is related to improvement of the education program of the District, and any financial compensation to be received. The committee recommendation to the Board shall be based on the merit of the application and the personnel impact to the District program. The Board of Education shall make all final determinations. The decision of the Board shall be final and not subject to the grievance process.
7. Required Agreement: Prior to a professional development leave, unit members shall file with the District a written contract which requires them to repay the District an amount equal to the gross salary paid the unit member during the period of personal enrichment leave should the unit member fail to return to the employ of the District and render a period of service following his/her return from leave of absence which is equal to the period of leave.
8. Effect of Injury or Illness: If injury, illness, or death prevents fulfillment of the agreement to return to service in the District, no repayment of leave salary shall be required. Both the Board of Education and the District shall be free from any liability for the payment of any compensation or damages provided by law for the death or injury of any unit member employed in a position requiring certification qualifications when the death or injury occurs while the unit member is on leave of absence.

D. Exchange Bargaining Unit Member Leave

The same salary credit as if teaching were done in this District shall be given a bargaining unit member who is granted a leave to serve as an exchange bargaining unit member. Such exchange bargaining unit member agreements shall receive prior Board approval.

E. Sabbatical Leave

1. Sabbatical leave may be granted to any permanent employee who has been employed by the District for at least seven (7) consecutive years preceding the granting of the leave. This leave shall not exceed one (1) year and not more than one (1) leave per person may be granted in any

single seven-year period.

2. Employees on sabbatical leave shall be required to perform such work as shall be agreed upon by the employee concerned and the Board, with the approval of the Superintendent. This agreement shall be in writing and shall be submitted to the Board by May 1, prior to the start of the sabbatical.
3. Salary credit for a year's service shall be granted for sabbatical leave. An employee on sabbatical leave shall receive one-half ($\frac{1}{2}$) the salary the employee would have received during the period of the leave if he/she had continued his/her regular service during such period.
4. A sabbatical leave may be granted at one-half ($\frac{1}{2}$) salary for one semester.
5. A committee to review requests will be composed of the Superintendent (or designee), two (2) Board members, two (2) administrators, and two (2) bargaining unit members. This committee's function shall be to review and make recommendations only. A letter shall be submitted by the applicant to this committee, outlining the proposed course of study, or travel, and how it is related to improvement of the education program of the District.
6. The employee who is granted a leave under these provisions shall submit a letter in writing, to return to the District (following the year of sabbatical leave) for a period which is twice the duration of the sabbatical and shall submit a comprehensive report within one (1) month of his/her return to the District.
7. The Board of Education shall make all final determinations based on the merits of the application and the fiscal condition of the District.

F. Bereavement Leave

1. In the event of death in the immediate family of an employee, three (3) days of bereavement leave with pay shall be granted. Two (2) additional days of pay shall be granted if travel in excess of 300 miles one way is required.
2. Members of the immediate family for purposes of this Section shall include mother, father, grandmother, grandfather, sister, brother, sister-in-law, brother-in-law or a grandchild of the employee or of the spouse of the employee, spouse's son, son-in-law, daughter, daughter-in-law, domestic partner, or any person living in the immediate household of the employee. "Step" relatives in the above categories are included for purposes of this Section.

G. Maternity Leave

1. Employees shall be entitled to utilize sick leave, including Extended Illness or Injury Leave (see Section H. of this Article) for the period of time that they are temporarily disabled resulting from the employee's pregnancy and childbirth or miscarriage.
2. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician and filed in the District Human Resources Office. Paid leave, however, is limited to the period of time specified in paragraph 1. above.
3. The employee shall notify the District of her pregnancy at least thirty (30) days prior to the best estimate of her expected date of delivery as verified by her physician.
4. The manner of reporting absence for a temporary disability resulting from pregnancy, and childbirth or miscarriage, shall be the same as the manner of reporting sick leave except as noted above.
5. Leaves of absence for purposes related to pregnancy which are in addition to sick leave granted for the temporary disability are to be granted in accordance with the Leave of Absence Without Pay section of this Article (Section B.).

H. Illness, Accident, or Quarantine Leave

1. Full-time Employees:

- a. One (1) day of sick leave at full pay shall be available to all employees for illness, accident, or quarantine for each school month. For full-time employees with the regular work year, this shall be ten (10) days. Employees whose regular work year assignment is from one hundred ninety (190) to two hundred ten (210) days shall be provided eleven (11) days per year.
- b. For those employees hired after the first working day of the school year, fifty percent (50%) or more of the school days in the first month of employment shall be regarded as a full month for purposes of computing sick leave as defined in paragraph (a) above.
- c. Sick leave shall be accumulated without limit.
- d. The Board shall provide each employee with a written statement of accumulated sick leave total, including the days of sick leave

credited for the ensuing school year. Such statement shall be issued on an annual basis, within ten (10) weeks of the first day of instruction of each school year.

- e. A physician's certification may be required for any absence due to illness, substance abuse program, accident, or quarantine that consists of five (5) or more consecutive days. The Superintendent may require, where any absence for illness, substance abuse program, accident, or quarantine is taken during a work stoppage, a statement from the attending physician for such absence. The expense, if any, for this statement verifying valid absence during work stoppage shall be paid by the District if the employee's medical plan does not cover such expense.
- f. The Human Resources Office shall send a certified statement of accumulated unused sick leave to another California public school district upon request. In order to be eligible for this transfer of accumulated sick leave, the employee shall have accepted employment in a second California public school district not later than one (1) year after terminating employment in this school district.
- g. Upon notification by an employee and verification from a previous California public school employer, the Human Resources Office shall transfer to the employee's sick leave account any and all sick leave accumulated during employment in the previous California public school district.
- h. An employee may annually use six (6) sick leave days for illness of a child, parent, spouse or domestic partner.

2. Part-Time Employees. Part-time certificated employees shall accrue sick leave as time served is proportional to the time served by a full-time employee.

I. Extended Illness or Injury Leave

- 1. When an employee is absent from his/her duties on account of illness, substance abuse program, or accident for a period of one-hundred (100) days or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during his/her absence, or, if no substitute employee is employed, the amount which would have been paid to the substitute. In no event shall the deduction exceed fifty percent (50%) of the employee's regular monthly salary.

2. The above period of time shall commence after all accumulated sick leave has been taken.

J. Personal Necessity Leave

1. An employee may use not more than seven (7) days of accrued sick leave in any fiscal year for a personal necessity provided the employee's absence is required for any one of the following reasons:
 - a. Bereavement leave which is required beyond that provided for in Section F. of this Article. Bereavement absence to attend the funeral of individuals not covered by Section F. of this Article may be granted by the Superintendent (or designee).
 - b. An accident to or illness of a member of the employee's immediate family as defined above.
 - c. An accident involving the employee's property or the property of a member of the employee's immediate family as defined above.
 - d. The adoption of a child.
 - e. Paternity leave which may be taken at the time of birth or immediately thereafter.
 - f. Observance of certain religious holidays which require total abstinence from work.
2. Prior approval is required to utilize personal necessity leave except for reasons (a.) (b.) and (c.) above or if extenuating circumstances necessitate an absence without the opportunity to request approval.
3. For reasons (a.) (b.) and (c.) above and for those with extenuating circumstances, the approval shall be requested by the employee within two (2) days of the employee's return to duty. The Superintendent may require, where leave is taken for reasons (b.), (c.), or extenuating circumstances during a work stoppage, an acceptable written verification of the accident, illness, or extenuating circumstances. A request for approval subsequent to the leave may result in a loss of pay if the absence was not a personal necessity.

K. Discretionary Leave

1. Employees may use two (2) days of leave with no salary deduction or reduction of sick leave for personal reasons.
2. Employees may use five (5) days of additional discretionary leave in any fiscal year at their own discretion, with substitute pay deducted, with the prior approval of the Personnel Administrator for family obligations or personal welfare. Should an extreme emergency occur, the employee may petition the Superintendent or his/her designee for additional discretionary leave with substitute pay deducted.
3. No discretionary leave may be used on staff development days.

L. Jury Duty and Court Appearances

1. Employees who are subpoenaed to appear in court as witnesses in other than their own personal cases shall be allowed full salaries during their required absence. Employees of the unit serving on jury duty may do so with full salary. Any compensation, minus mileage expenses, received for the above court appearances shall be endorsed over to the District so that the employee's compensation for any days of absence shall not be in excess of, nor less than, his/her regular pay.
2. Upon receipt of a subpoena or upon notification of jury or grand jury duty, it is the obligation of the employee to immediately inform his/her supervisor and make a request for leave of absence through the Human Resources Office. A copy of the completion of service must be sent to Human Resources within five (5) working days of the employee returning to work.
3. No salary shall be paid for absences due to cases where an employee initiates a lawsuit against the District.

M. Legislative Leave

1. Permanent employees who are elected to the California Legislature or the U.S. Congress shall be granted an unpaid leave of absence from his/her duties as an employee of the District.
2. Permanent employees who are elected or appointed to statewide public office may be granted an unpaid leave of absence for the duration of the time initially elected or appointed.

3. An unpaid leave of absence of not more than one (1) semester may be granted to a permanent employee for the purpose of campaigning for statewide public office or the State Legislature, or the U.S. Congress.
4. During the term of such leave of absence, the employee may be employed by the District to perform less-than-full-time service requiring certification qualifications. Compensation and benefits shall be the same as those of any other part-time employment.
5. Such absence shall not affect in any way the classification of such employee.
6. Within six (6) months after the term of office expires, an employee elected to statewide public office, the Legislature, or the U. S. Congress shall be entitled to return to the position held or a comparable position to the one held by him/her at the time of his/her election at the salary to which s/he would have been entitled had s/he not absented himself/herself from the service of the District under this Section.
7. An employee elected or appointed to a statewide public office, the State Legislature, or to the U.S. Congress shall be entitled to return to his/her position or a comparable position, but shall not be entitled to advance on the salary schedule.

N. Association Leave

1. Association President's release time:
 - a. The District shall grant up to full-time release for the Association President upon request.
 - b. The Association President shall receive compensation and benefits as though s/he were a regular full-time employee of the District.
 - c. The Association President shall be advanced on the salary schedule as though s/he had been a regular full-time employee.
 - d. The Association shall reimburse the District for all salary and benefit costs in an amount equal to the rate of the lowest paid temporary employee in the District as of the first day of school annually.
 - e. The Association President shall have the right to return to the exact position and school s/he left prior to receiving Association Leave.

- f. Other provisions of Association leave included in this contract, not affected by this leave.
2. Association representatives shall be allowed a total of forty-five (45) days of release time per school year for Association business, with thirty-five (35) of these at the discretion of the Association and ten (10) with three days notice to the Superintendent (or designee). Additional days may be granted upon approval of the Superintendent (or designee). This leave may be taken by any person designated by the Association President. These days shall not be accumulated from year to year.
3. Notification of these days shall be given to the building principal, immediate supervisor where an employee is not assigned to a school, at least two (2) days prior to the release time. At the discretion of the building principal or immediate supervisor, this notification requirement may be shortened in individual cases.
4. The Association shall reimburse the District for this release time at the daily substitute rate.
5. In addition, a reasonable number of days shall be provided for negotiations and grievance processing.

O. Industrial Accidents and Illnesses

1. An employee who is absent due to a verified work-related illness or injury shall be allowed up to sixty (60) days paid leave in a fiscal year.
2. The sixty (60) day leave shall only include days during which the school are required to be in session or when the employee would have been performing work for the District.
3. Industrial accident leave does not accumulate from year to year.
4. Industrial accident leave commences on the first day of absence.
5. When an industrial accident leave overlaps into the next fiscal year, the employee shall be entitled to use only the amount of unused leave due for the same illness or injury.
6. Upon expiration of paid industrial leave, an employee may elect to use sick leave and may apply that portion of sick leave that, when added to temporary disability award, shall result in payment of not more than the regular monthly salary.
7. Upon exhaustion of accumulated sick leave, an employee may utilize extended illness or injury leave.

8. The District shall deduct normal retirement and other authorized deductions from the employee's warrant.
9. Any employee receiving benefits as a result of industrial accident or illness leave shall, during the period of injury or illness, remain in the State of California unless the Board approves leaving the State.
10. Any industrial accident or illness report filed by the employee shall remain on file in the Human Resources Office.

P. Military Leave

1. The permanent status of an employee shall not be affected by virtue of his/her call to active duty in any branch of the armed forces of the United States of America or the State of California.
- d. During Reserve Corps and National Guard emergency military service periods, the time for which is ordered by the President of the United States or the Governor of California, the employee shall be granted leave as necessary.
3. Any employee who is on military leave of absence and who has been in the service of the District on the last working day prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation for only the first thirty (30) calendar days of any absence.
4. Such absence does not affect classification and does not constitute a break in service, although s/he may not count such absence as part of the service required as a condition precedent to permanent classification.
5. The employee is entitled to his/her former or a comparable position at a salary s/he would have received had s/he not been in the military service, if the employee requests such placement within six (6) months of release from military service. The returning employee must return to work no later than the beginning of the next semester after requesting placement.

Q. Pre-Retirement Leave

A unit member, who is at least fifty (50) years of age and has taught at least ten (10) years in the District, shall be granted upon request an unpaid leave of absence for a maximum of five (5) years. During this leave, the unit member may retain, at his/her own expense, insurance coverage as provided in Article XXI, Health and Welfare Benefits. The unit member may resign at any time prior to the end of the leave. At the end of this leave, the unit member shall retire. If the unit member wants to return to employment before the end of the leave, s/he may do so only if the District approves.

R. Family Care Leave

District agrees to provide Family and Medical Leave pursuant to Federal Family and Medical Leave Act of 1993 and California Family Rights Act of 1993.

S. Catastrophic Illness or Injury Leave

1. Catastrophic illness or injury means a personal incapacitating illness or injury which is expected to continue for an extended period of time as verified by appropriate physician and prevents the member from performing regular assigned work.
2. Participation
 - a. Participation in the bank is voluntary. At the beginning of each school year there will be an open enrollment period coinciding with the health benefits open enrollment period. Unit members must have twenty (20) days of accumulated sick leave as of the first duty day of that school year to be eligible for the bank. Eligible unit members must notify the Human Resources Office, in writing, during the designated open enrollment period, of their desire to participate in the bank. The maximum anyone can contribute to the bank at any one time is one (1) sick leave day.
 - b. All unused days contributed to the bank will be carried over from year to year. If at the end of the previous school year the total number of days in the bank is reduced to fewer than two hundred (200) days, the Human Resources Office will notify the bank membership, prior to open enrollment, that a new assessment of one day of sick leave per member will be made.
 - c. Members who have accessed benefit from the bank may re-enroll in the bank when they have twelve (12) days of accumulated sick leave.
3. Applicants for benefits from the leave bank must make application through the catastrophic leave bank committee. Only individuals who have contributed to the bank will be eligible for benefits.
4. Catastrophic Leave Bank Benefit: After all sick leave has been exhausted, and after fifty (50) days of extended sick leave (substituted)

deduct) have been utilized, up to twenty (20) days of fully paid sick leave, at the member's regular daily rate of pay, may be withdrawn from the bank. The member is then eligible for the remaining fifty (50) days of extended sick leave. These sick leave and/or extended sick leave days need not be used consecutively. A maximum of 200 sick days district-wide may be withdrawn annually from the bank. Sick leave from the bank may not be granted for periods of disability when benefits are being paid to the unit member under Worker's Compensation.

5. Those employees enrolled in the bank will automatically continue their participation from year to year unless they notify the Human Resources Office, in writing, of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the open enrollment period, and will not result in reinstatement of the time contributed to the bank.
6. A catastrophic leave bank committee will be established to review and either approve or deny requests. The committee will consist of two (2) administrators, and two (2) bargaining unit members selected by the Association. Approval of sick leave requests will require agreement among at least three (3) of the four (4) members. Approval or denial of catastrophic leave requests by the catastrophic leave bank committee shall be final and not be subject to appeal or subject to the grievance procedure of this Agreement. The committee shall not grant more leave than is contained in the bank.

ARTICLE XVI

JOB-SHARING

- A. Bargaining unit members may participate in job-sharing subject to recommendation of the principals/supervisors involved and the approval of Superintendent (or designee). Job-sharing is defined as a situation in which commitment to one position is shared by two employees who interrelate sharing both the responsibility for a specific group of students and adjacent duties required by that position. Job-shares shall be approved on a year-to-year basis.
1. When the job-sharing involves two (2) employees who are regular employees:
 - a. The employees shall take a percentage leave of absence equal to the percent of time they will not be working. The vacancy created by two (2) employees filling one (1) job shall be filled by a temporary employee.
 - b. Job-sharing may be terminated at the end of a semester if the principal/supervisor determines that job-sharing is not in the best interest of the students. The employees in job-sharing at the time of termination of the program will be offered positions appropriate to their full-time equivalent status. The affected temporary employee will be offered another position consistent with his/her contract.
 2. When the job-sharing involves a regular full-time employee and an individual not yet employed:
 - a. The regular employee shall take a leave of absence equal to the amount of time s/he will not be working.
 - b. The new employee shall be given an equivalent percentage time contract as a temporary employee.
- B. Each one-half (1/2) time or more employee shall receive the appropriate prorated District contribution toward a full-time employee's health and welfare benefits.
- C. Employees on a job-sharing contract are only required to serve their proportionate share of the seventy-five percent (75%) of the employee work year as defined in Article XII Calendar for salary credit advancement. Example: Bargaining unit member job shares two (2) days a week. Work year is 186/187 days. Full year of job share would be forty percent (40%) of 186/187 or 75 work days. Seventy-five percent (75%) of full year job share portion (75 work days)

would be 57 days. Assuming that the bargaining unit member was on the job 57 days, s/he would be eligible for salary step advancement.

- D. Bargaining unit members who desire to job-share may contact the District Human Resources Office to have their names put on a job-share list. The Human Resources Office will make this list available to other bargaining unit members wishing to job share.
- E. If a request for job-sharing is denied, the employees involved may request in writing that the principal involved meet with the employees and/or provide a written explanation of the denial. Such meeting and/or explanation shall be scheduled and/or provided within 30 days of the employee's request.

ARTICLE XVII

EARLY RETIREMENT

A. Early Retirement Consulting Contract

1. Eligibility

The Board of Education may contract with retired employees under the age of seventy (70) to furnish special services and/or advice in educational, financial, economic, accounting, engineering, or administrative matters. Any person retained to furnish such services, hereinafter called "early retiree," shall meet the following requirements:

- a. S/he is specially trained, experienced, and competent to render special services.
- b. The special services to be furnished by him/her are not available from public sources.
- c. S/he was an employee of the district for the equivalent of ten (10) years immediately preceding his/her resignation and retirement.
- d. S/he is at least fifty-five (55) years of age.

2. Services

An early retiree so retained shall furnish an agreed-to number of days a year for special services and/or advice including, but not limited to, the following:

- a. Demonstration teaching
- b. Preparing staff development and in-service programs
- c. Assisting with testing programs
- d. Compiling and analyzing test data
- e. Orienting and assisting new bargaining unit members
- f. Designing and producing programs
- g. Preparing or updating curriculum guides
- h. Updating and revising school district publications
- i. Developing or updating instructional materials
- j. Substitute teaching
- k. Other projects as designated by the Superintendent

3. Compensation

The District shall pay the consultant \$250 per day to a maximum of \$7500 per year.

4. Term

The term of any agreement for special services and/or advice under this procedure may not exceed five (5) years. Any agreement with an early retiree for the furnishing of special services and/or advice shall be terminated automatically at the end of the fiscal year in which the early retiree reaches the age of seventy (70) or upon the reemployment of the early retiree in a position requiring certification other than as a substitute bargaining unit member on a day-to-day basis.

5. Expenses

An early retiree shall bear and be solely responsible for payment of all expenses including, but not limited to, travel expenses and clerical costs incurred in connection with performance of the agreement to furnish special services and/or advice, unless such expenses are approved in advance by the Superintendent (or designee).

B. Phased In Retirement

In addition to the above early retirement provisions, employees who are eligible may, in accordance with the Education Code Sections 44922 and 22724 (commonly known as the Willie Brown Act), apply for participation in a part-time, phased in retirement for up to four (4) years.

C. The Association and the District shall meet annually to determine what, if any, early retirement options may be offered. These meetings shall commence no later than January 15 (or a date mutually agreeable to both parties) to determine options for the following school year.

ARTICLE XVIII

SAFETY CONDITIONS OF EMPLOYMENT

- A. The District shall provide working conditions that are conducive to the health, safety, and well-being of the employee. These conditions may include but are not necessarily limited to: adequate toilet facilities, adequate ventilation, adequate heat, and proper disposal of chemical waste. Both parties agree to participate in good faith on a health and safety committee to resolve issues presented by either party.
- B. All non-emergency maintenance and repair which involves excessive noise and/or odor shall be done so as not to interfere with the instructional program.
- C. Employees shall not be required to participate in work related activities under conditions which may physically endanger their personal health and safety.
- D. Employees shall immediately report cases of assault and/or battery suffered by them within the course and scope of their employment to the principal or immediate supervisor and such report shall be reduced to writing as soon as possible. The principal or immediate supervisor shall report the incident to the appropriate law enforcement agency.
- E. An employee may use reasonable force on a pupil to protect himself/herself from attack or injury, to protect another employee or pupil from attack or injury, or to quell a disturbance which threatens physical injury to an employee or pupil. Reasonable force shall mean the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to protect the physical safety of employees or pupils.
- F. Bargaining unit members who are requested to enroll students who are known to have been previously removed from a classroom or school because of disciplinary problems that may threaten a bargaining unit member's safety shall be made aware of the student's discipline record.
- G. Prior to the end of the first week of school the District shall provide each employee with a written copy of the Discipline Code and Behavior Guideline as amended or revised. Any new bargaining unit member shall receive a copy of the Discipline Code and Behavior Guidelines within one week of employment.

ARTICLE XIX

EVALUATION PROCEDURE

A. Introduction

Evaluation of instruction is the key to a successful educational program. The evaluation process in the District is designed to recognize and praise professional performance and to provide the assistance and direction to improve teaching performance. Evaluation of certificated personnel is a continuing process.

B. General

1. There shall be two evaluation plans; Plan A and Plan B. The description of these plans and the circumstances under which each is to be utilized shall be as set forth below.
2. Certificated personnel with permanent status in the District shall be evaluated according to these procedures at least every other year.
3. Permanent employees who are transferred due to a District-initiated transfer shall not be evaluated during the first year of their new assignment unless their most recent summary evaluation was designated unsatisfactory.
4. All non-permanent certificated personnel shall be evaluated once annually by February 15th. If the employee is considered unsatisfactory at that time, a follow-up evaluation shall be made by April 15th.
5. Contracted employees who are employed for a semester or less shall be given a formal evaluation on the appropriate form before their termination date. Regular classroom observations shall be made when appropriate and the report of these observations shall be made according to Plan A of this Article.
6. Contracted employees who are employed for more than a semester, but less than a full year, shall be evaluated according to this Article. However, the time schedule shall be changed by the evaluator to cover the provisions of this Article and give the employees as much time in the process as possible considering the necessities of meeting any deadlines mandated by the Education Code.

C. Evaluation Plans

1. Plan A

a. General

- 1) Plan A is the basic evaluation instrument for all employees
- 2) Employees who do not have permanent status shall be evaluated solely according to Plan A unless otherwise specifically provided for in Plan B below.
- 3) Permanent employees shall be evaluated pursuant to Plan A at least once every four (4) years.
- 4) An annual evaluation of a permanent employee shall be required according to the procedures of Plan A if that employee's final evaluation from the preceding year was unsatisfactory and stated specifically a need for such immediate follow-up evaluation.
- 5) The principal shall be responsible for employee evaluations and shall choose the employee's evaluator.
- 6) At any time prior to the final evaluation conference, an employee may ask another administrator to act as an observer. The total number of observations by an employee's chosen observer(s) shall be no greater than the number of observations by the employee's evaluator during the evaluation year. For each observation, the observer(s) shall submit a "certificated observation report" which shall become part of the evaluation.

b. Areas for Evaluation

- 1) Evaluation assessment of classroom bargaining unit members, music educators, reading specialists, vocational bargaining unit members, work experience bargaining unit members, and other classroom-related positions shall include, but shall not necessarily be limited to, consideration of the following:
 - a) The progress of pupils toward the standards of expected student achievement at each grade level in each area of study.
 - b) The instructional techniques and strategies used by the employee.

- c) The employee's adherence to curricular objectives.
 - d) The establishment and maintenance of a suitable learning environment within the scope of the employee's professional responsibilities.
 - e) The responsibility to relate positively to parents, students, and staff.
 - f) The performance of duties and responsibilities as per the employee's job description.
 - g) The performance of non-instructional professional duties and responsibilities, including supervisory and advisory duties.
- 2) The areas for evaluation of non-classroom-related positions shall be identical to the job description as they reasonably relate to areas listed in item B1 (a) – (g). For purposes of this article, non-classroom-related positions are defined as: media specialists, speech and language specialists, health educators, psychologists, psychologist/social workers, counselors, program specialists, and other non-classroom-related positions established by the Board of Education during the duration of the Contract.
 - 3) The evaluation and assessment of employee competency shall not include the use of results from any tests.
 - 4) The evaluation shall be based on the data collected by and for the evaluator and evaluatee throughout the period of employment since the previous evaluation.
 - 5) The evaluation and assessment of employee competency shall not be based on the use of appropriate and/or approved materials or techniques in the teaching of controversial issues.
 - 6) Employees shall be rated on the Summary Evaluation as "Satisfactory" or "Unsatisfactory".
 - 7) Self-evaluation shall not be required except by mutual consent of the evaluator and the employee.
 - 8) No member of the bargaining unit shall evaluate another member of the same unit.

- 9) Clinical supervision shall not be used in the evaluation process.

c. Objectives

- 1) By November 1st, as part of the evaluative process, employee and the evaluator shall meet and mutually agree to two (2) objectives.
- 2) These objectives may relate to items enumerated under "Areas for Evaluation" above and should be written to address the individual needs of the employee. These needs may include experimentation with new techniques and methodologies, encourage improvement in performance and/or development of materials and skills to increase student achievement.
- 3) The objectives and other pertinent data will be described on the Annual Objectives Agreement Form.
- 4) If the evaluator and the employee fail to reach agreement on the objectives, the evaluator and the employee shall designate a third party, or parties, agreeable to both, to mediate the disagreement. Resolution shall begin at the earliest possible time that the disagreement becomes apparent, but not later than November 1st.

d. Observations and Assessment

- 1) Observations shall be made by the evaluator or designee throughout the year of evaluation.
- 2) There shall be a minimum of two classroom observations at least thirty (30) minutes preceding the final evaluation report. The first observation for non-permanent employees shall be completed by December 15th. The first observation for permanent employees shall be completed by February 15th.
- 3) One of the observations shall be preceded by a pre-conference held between the evaluator and the employee. The purpose of the pre-conference is to establish a date for the observation, the activity to be observed, including the objective of the lesson, and the desired result.

- 4) All written observations shall be followed by a post-conference between the evaluator and the employee within three working days of the observation. The purpose of the post-conference is to provide communication about the lesson, instructional techniques, and the like, and to provide for any commendations and/or recommendations for improvement.
- 5) During the observation process if an evaluator detects an area for improvement, he/she shall provide the employee mutually agreed upon assistance before formal evaluation takes place. An unsatisfactory evaluation will not be made with fewer than three (3) written observations.
- 6) Informal observations may be made in the non-evaluation year and an informal discussion between the employee and the evaluator may be held. No written observation shall be made unless the evaluator has detected an area which is unsatisfactory or in need of improvement and the employee, after a reasonable amount of time, has not remedied the problem.

e. Conferences

Evaluation conferences shall be held each time an evaluation report is due.

f. Remediation

- 1) If an employee is evaluated as unsatisfactory the evaluator shall provide specific recommendations for improvement of the employee's performance.
- 2) Such evaluator recommendations shall include direct assistance in implementing the recommendations, which may include attendance in workshops or in-service training, observation of similar classes, participation in a program designed to improve appropriate areas of the employee's performance, attempting different instructional strategies.
- 3) The performance which resulted in the unsatisfactory evaluation shall be the basis for an objective for improvement during the following year.

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Multiple Sites

By September 30, an evaluator will be designated for each bargaining unit member scheduled for evaluation throughout the year.

- 2) If an evaluatee is at two or more sites, an administrator may collect evaluation data through multiple observations.
 - a) Following an observation, the administrator shall provide verbal or written feedback to the bargaining unit member. If no areas are indicated as unsatisfactory or in need of improvement, an observation note shall be written informally and sent to the designated evaluator with a copy to the bargaining unit member.
 - b) If the administrator has concerns that any areas are unsatisfactory or in need of improvement, s/he shall confer with the bargaining unit member providing suggestions for improvement. Following subsequent observations, a formal observation note shall be written, with assistance plan if appropriate, and sent to the designated evaluator with a copy to the bargaining unit member.

h. Public Charges

- 1) Any anonymous complaint shall not be used in an employee's evaluation or included in an employee's personnel file.
- 2) Materials of a derogatory nature that have a direct effect on the employee's evaluation shall not be placed in the District's personnel file without the employee first being notified in writing that such material is to be placed in the file and provided an opportunity of five (5) working days to respond in writing and have such written response attached to the materials.
- 3) In the event citizens' complaints arise which shall have a direct effect upon the employee's evaluation, they shall be communicated to the employee within ten (10) days, at which time a conference may be called by the administrator involved to resolve the problem. In the event materials of a derogatory nature are to be placed into the employee's file

as a result of this conference, said materials shall be placed pursuant to Item b. above. Complaints which are withdrawn, shown to be false, or shown to be unsubstantiated pursuant to the procedure in the contract or Board Policy shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

i. Time-lines Summary

<u>PLAN A – Activity</u>	<u>Completed By</u>
Evaluator Designated	September 30
Evaluatee and Evaluator Notification	September 30
Job Description Distributed	September 30
Objectives Set	November 1
Complete First Observation of Non-Permanent Employees	December 15
Complete Second Observation of Non-Permanent Employees	February 15
Evaluation of Non-Permanent Employees	February 15
Complete First Observation of Permanent Employees	February 15
Complete Second Observation of Permanent Employees	April 15
Evaluation of Permanent Employees	April 15
Follow-Up Evaluation for any Non-Permanent Employee Unsatisfactory Evaluations	April 15
Non-Plan B Notification for Next Evaluation Year	May 15

2. Plan B

- a. Subject to the requirement that a permanent employee be evaluated pursuant to Plan A at least once every four (4) years, an employee shall have the right to utilize Plan B if all the following conditions are met:
- 1) The employee's most recent evaluation was satisfactory; and
 - 2) Between the employee's most recent evaluation and the end of the school year preceding the year of evaluation, all observations have been satisfactory; and
 - 3) There has been no substantial change in the employee's assignment.

- b. If an employee does not qualify for Plan B pursuant to paragraph 2 then the employee and the administrator may mutually agree to ut This also applies to temporary employees with at least two (2) y satisfactory service in the District. Absent such mutual agreement A shall be utilized for the employee. By May 15 of the schoo preceding the evaluation year, the administrator must notify employees who are not to be evaluated under Plan B. If the adminis fails to so notify any such employee, then the employee shall hav option of utilizing Plan B, subject to the requirement that the emp shall be evaluated pursuant to Plan A at least once every four year
- c. Job share bargaining unit members who have completed two (2) year satisfactory teaching in the District will be qualified, subject to fo foregoing provision to be evaluated under Plan B.
- d. The administrator may conduct formal or informal observations. formal observation shall be in accordance with the requirements for fo observation set forth above.
- e. The employee shall make a final written report to the administrator of performance of his or her self-evaluation plan.
- f. Plan B shall also include the "Public Charges" part of Plan A

g. Timeline

- 1) The development and review of an employee's self-evaluation pla shall be completed by November 1 of the school year in which th employee utilizes Plan B.
- 2) The final written report required under Plan B shall be submitte by April 15 of the school year in which the employee utilizes Pla B.

- 3) PLAN B --Activity
 Plan B Form Signed
 Objectives Set
 Plan B Final Written Report Due
 Non-Plan B Notification due for
 Next Evaluation Year

Completed By
 September 30
 November 1
 April 15
 May 15

ARTICLE XX

SALARIES

A. The District and SRVEA agree to total compensation modifications as follows:

1. For the 2001-02 school year, SRVEA salary schedules will be increased by two (2) percent, retroactive to July 1, 2001.
2. For the 2001-02 school year, a one (1) percent off the salary schedule payment will be paid contingent upon the Governor signing a 2002-03 State Budget which includes full restoration of the 2001-02 Equalization, PERS Reduction, and Independent Study Program funding. In the event, one or more of these revenue sources are not funded, the District agrees to reopen negotiations on this item.
3. For the 2002-03 school year, SRVEA salary schedules will be increased by the K-12 Education Cost of Living Adjustment (COLA) provided by the 2002-03 adopted State Budget, less two-tenths (.2) percent to increase the pre-funding for post retirement benefits to one and three tenths (1.3) percent.
4. For the 2002-03 school year, the District agrees to reopen negotiations with SRVEA in the event the District receives increases in the unrestricted revenues in addition to the K-12 COLA and the restored funding outlined in A.2. above.
5. For the 2003-04 fiscal year, SRVEA will have a one-tenth percent obligation to increase post retirement benefits.
6. All bargaining unit members will have a \$100,000 term insurance policy as opposed to a decreasing term policy. Due to IRS regulations, this new insurance policy will have minimum tax implications. Insurance over \$50,000 must be reported as income. Bargaining unit members may decline this increase in policy.

B. For the duration of this Agreement, employees shall be placed on the salary schedule according to their academic qualifications as follows:

- Column A Employees with a BA degree
- Column B Employees with a BA degree plus 15 semester units
- Column C Employees with a BA degree plus 30 semester units
- Column D Employees with a BA degree plus 45 semester units
- Column E Employees with a BA degree plus 60 semester units
- Column F Employees with a BA degree plus 75 semester units

- C. 1. For initial placement on the schedule, the units required shall be based upon units earned after the date of the bachelor's degree regardless of whether or not the units were necessary for the degree. Only upper division or graduate units from accredited colleges and universities in the United States and units from foreign colleges and universities accepted as transfer credit in the accredited United States colleges or universities shall be allowable for initial salary placement. Lower division courses if required for the credential may be allowed.
2. Initial salary schedule placement shall be based upon units verified by official transcripts submitted to the Human Resources Office no later than October 30 for employees hired as of the first day of school. Employees hired after the first day of school must submit official transcripts within forty-five (45) calendar days of their start date. Exceptions to transcript submission deadlines may be granted by the Human Resources Administrator when special circumstances exist.
- D. After initial placement on the salary schedule, the requirements of the Professional Growth Article shall be met for all course work or other professional activities intended to advance an employee on the salary schedule.
- E. Employees shall be placed on the proper step in each column according to their teaching experience. Years of experience for placement on the proper step shall be computed as follows:
1. All experience within the District shall be credited on a 1:1 basis.
 2. Employees shall only be given salary credit for a year of experience if both of the following conditions are met:
 - a. The employee's contract(s) from first work day through last work day included seventy-five percent (75%) of the days in the employee work year as defined in Article XII, Calendar, and;
 - b. The employee actually worked on seventy-five percent (75%) of the work days for which he/she was contracted.
- F. For initial placement of employees, a maximum of seven (7) years out-of-District teaching experience may be granted if the individual possessed a valid teaching credential while rendering such service. The type of previous experience allowable shall be full-time in a public, private, or military school. "On-call" substitute experience is not allowable. Credit shall be allowed only when the individual has worked under contract for seventy-five percent (75%) or more of the school year. Vocational Education Instructors shall be placed on the schedule according to previous related experience.

G. Column placement of employees shall be made at the beginning of the fiscal year based on all professional growth units approved at that time. Reclassification on a current contract on the basis of professional growth units which have been completed by the start of school that same year shall be made if the provisions of Salary Credit for Professional Growth have been met.

H. Payroll Warrants

I. Distribution of Salary Warrants:

- a. Bank Deposit Employees may elect to have warrants deposited directly to any bank of their choice. The Payroll Department shall be notified of the choice of this option by the 10th of the month prior to its commencement.
 - b. Mail Employees may have warrants mailed to their home or to the bank. To exercise this option, addressed, stamped envelopes shall be provided by the employee to the District Payroll Department.
 - c. Work Location All employees not electing bank or mail deposit shall receive their warrants at the location where the employee works. Employees with more than one (1) work location should identify one (1) of their work locations as the place to receive their warrants.
 - d. For employees whose school is closed on a payday during the year due to summer, winter, or spring recess, warrants may be picked up at the Education Center or addressed, stamped envelopes may be left with the Payroll Department. June and July warrants may be deposited to a bank if notice is received by June 10. Cancellation (of automatic deposits) must be made prior to September 10 to prevent continued deposit.
2. Warrants shall be released on the last working day of each month for all regular employees except for the December warrant which shall be released on the first work day of January. Extra pay assignment warrants are released on the 10th of the month or the last working day prior to the 10th if the 10th falls on a weekend or holiday. Warrants are not available until after 1:00 p.m. on the day they are released.
 3. Payroll warrants are prepared and distributed to the district by the County office. If the County office fails to meet deadlines for warrant production or if, for any reason that is beyond the control of the District, warrants are not available to meet the above schedule, the District shall not be deemed to be in violation of this Contract.

I. Mileage

Employees assigned by the District to more than one (1) job location required to use their own automobiles in the performance of their duties shall be reimbursed at the current IRS allowable per mile amount for no depreciated vehicles. Such reimbursement shall only be for distances between the employee's first assignment and subsequent assignments. Employees who cannot travel on a school bus for medical reasons, shall be reimbursed at the above rate when they accompany students on field or outdoor education trips in their own automobile.

J. Stipends

1. National Board Certification/Master's Stipend

- a. Bargaining unit members who earn National Board Certification will be eligible to receive an amount equal to the Master's stipend. Bargaining unit members will be paid only one such stipend each year (Master's National Board Certification).
- b. All Master Teacher stipends received from the university/college will be paid by the District to the Master Teacher.

2. Outdoor Education

- a. Bargaining unit members who volunteer for an Outdoor Education program which includes overnight supervision of students shall be paid a stipend equal to the day to day substitute rate.
- b. Actual and necessary expenses shall be paid in accordance with District policy.
- c. Normally, District transportation shall be provided by school buses. If the event a bargaining unit member presents a statement from his/her physician that travel in a school bus is medically not recommended, the District shall pay mileage at the rate approved by District policy.

3. Fourth and Fifth Grade Stipends

- a. The district agrees to provide each site \$300 per 4th and 5th grade bargaining unit member FTE per year for additional support for the bargaining unit members for group and/or individual activities related to curriculum development, assessment, and student/parent/bargaining unit member communications. This allocation may be used for substitute release time or extra hourly bargaining unit member stipend. It

expected that bargaining unit members will remain on site for these activities unless pre-approved by the principal.

- b. The 4th and 5th grade bargaining unit members and the principal will develop a plan by September 30th for the use of these funds. Plans for the use of this allocation should be communicated to the entire school site staff, and a written copy forwarded to the Assistant Superintendent, Human Resources and President of SRVEA.
- c. If the District reduces or eliminates the K-3 Class Size Reduction Program, then the level of support for 4th and 5th grade bargaining unit members will be renegotiated.

ARTICLE XXI

HEALTH AND WELFARE BENEFITS

A. Eligibility

1. Full time employees shall be eligible for health and welfare benefits.
2. Employees who are employed for .500 FTE shall be eligible to participate on a pro-rata basis in District-offered health, dental, vision, and life insurance plans.
3. Eligible employees may cover their spouses and their dependent children, their domestic partners and their dependent children. Domestic partners and their dependent children may participate on a pro-rata basis in District-offered health, dental, and vision insurance plans.
4. Retirees' domestic partners and their children are not eligible for coverage unless the domestic partnership commenced prior to the retirement of the employee.

B. Plans negotiated for employees shall not contain requirements of membership with the Association.

C. The District shall pay for current benefits in the same proportion as each employee is to full-time equivalent status. The benefit package shall include a choice from at least three medical plans, as well as dental coverage, vision care, mental health coverage and term life insurance. The specific plans shall be those agreed to between the Association and the District. Each employee shall be notified annually of the plans which are available.

D. Benefit Cap

Health and Welfare Benefits: The District shall fully cover employees who select the Kaiser benefit package.

For health plans other than Kaiser (Blue Shield HMO, Blue Shield PPO), employee contributions will be based on a cost sharing model reflecting tiered rates. Beginning October 1, 2002, tiered rates will be based on the difference between the \$9,000 benefit cap and the Kaiser composite rate.

E. Cash In-Lieu of Medical, Dental and Vision Coverage

1. Benefits eligible employees, who provide satisfactory proof of medical coverage, may elect to receive cash in the amount of \$302 per month in-lieu of medical, dental, and vision coverage on a pro-rata basis. This in-lieu amount shall be increased annually by the CPI for the term of this contract.

Employees who elect this option may purchase dental and/or vision benefits through the District.

2. Benefits eligible employees may enroll in the District-paid standard term-life insurance plan.

F. After enrollment, contributions for the employee shall make the employee eligible for coverage commencing the month following initial employment date.

G. Employees on District-paid leave shall continue to receive benefits from District contributions as specified in C. above.

H. Employees on sabbatical leave shall continue to receive benefits from District contributions in the same ratio as they receive salary during the term of the sabbatical leave.

I. Employees on approved unpaid leaves or Professional Development Leave may elect to continue health and welfare benefits as allowed by the provisions of the plans in force in the District. Such employees shall pay the premium for continued coverage on a month-to-month basis. Failure to pay the premium within thirty (30) days of the due date may result in loss of benefit coverage.

J. Duration of Benefits

Employees completing a full-year contract shall receive health and welfare benefits for twelve (12) months. Employees completing less than a full year will receive benefits for a pro-rated period based upon the number of days in paid status for that year.

K. Domestic Partnership Coverage

1. Definition: A domestic partnership shall exist between two persons regardless of gender and each shall be the domestic partner of the other if both complete, sign, and have notarized the San Ramon Valley Unified School District Affidavit of Domestic Partnership and provide the required documentation.

2. Criteria: A domestic partnership exists when all the following occur:

- a. Both persons have a common residence.

- b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.

- c. Neither person is married nor a member of another domestic partnership.

- d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- e. Both persons are at least eighteen (18) years of age and are legally able to consent to contract.
- f. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the San Ramon Valley Unified School District. This prohibition does not apply if the previous domestic partnership ended due to the death of one of the partners.
- g. The two parties agree to notify the San Ramon Valley Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated by either person.

L. Application and Terms

- 1. In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, file with the District a San Ramon Valley Unified School District Domestic Partner Affidavit and provide the required documentation.
- 2. The affidavit shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditures made by the District including administrative charges and other costs on behalf of the domestic partner, if the submitted documentation is found to be incomplete, inaccurate, or fraudulent.
- 3. Employer-paid health care coverage for the domestic partner and dependent children of the domestic partner is considered taxable income to the employee unless the domestic partner/dependent child/children is a dependent as defined by Section 152(A) of the Internal Revenue Code and implementing regulations. This benefit coverage is subject to federal and state income tax and must be reported as imputed income on the employee's Form W-2. The District must pay all applicable employer taxes on these amounts and ensure adequate withholding.
- 4. The non-employee domestic partner and his/her dependent children will have rights to continue coverage through COBRA as allowed by federal or state law.
- 5. The District shall be indemnified and held harmless by the employee against any legal action pursued by another party under applicable laws

including, but not limited to, community property, contract, or family laws.

Termination

1. A domestic partnership shall terminate when any of the following occurs:
 - a. One partner sends, by certified mail, to the other partner a notarized written notice that he or she is terminating the partnership.
 - b. One of the domestic partner dies.
 - c. One of the domestic partners marries.
 - d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education or health shall not constitute the cessation of common residence
2. The statement of Termination of Eligibility must be filed within thirty (30) days of the end of the domestic partnership. All benefits provided by Article XXI of this contract shall cease as of the last day of the month in which the Statement of Termination of Eligibility of Domestic Partners is received. If the District suffers any loss as a result of the employee's failure to file the certification, the employee shall be liable to the District for actual loss incurred by the failure to receive notice that the domestic partnership has been terminated.

Retiree Benefits

Retiree is defined as an individual who retires from the San Ramon Valley Unified School District under the provisions required by STRS/PERS and is receiving retirement benefits from STRS or PERS.

Eligibility: The following unit members are eligible for retirement benefits if they fall under the definition of retiree as described above. This retirement benefit shall continue only for the lifetime of the retired bargaining unit members.

- a. Employees hired prior to July 1, 1993, shall be eligible for post-retirement benefits regardless of the duration of their employment in the San Ramon Valley Unified School District.
- b. Employees hired July 1, 1993, or later will be eligible for retirement benefits after at least ten years of paid service in a bargaining unit position with the District immediately preceding

STRS retirement or Pre-retirement Leave as provided in the SRVEA Agreement.

3. In 2002-03, the retiree health and welfare benefits for all unit members shall be \$182.00 per month. This amount shall be increased annually on July 1 by an amount equal to the percentage increase to the consumer price index for all urban consumers for San Francisco-Oakland.
 4. The District contribution may be applied toward medical, dental, vision or life insurance coverage as permitted by each carrier. The Retiree must make adequate arrangements for reimbursement to the District for monthly premium amounts exceeding the district contribution.
- O. The Association and District shall annually participate in a District-wide Employer/Employee Cost Containment and Benefits Study Committee. The Committee shall be comprised of representatives from each bargaining unit, as designated by each unit, one management/confidential representative, and the District's insurance consultant. The recommendations of the Committee will automatically be considered as reopeners for negotiations between the Association and the District.
- P. The District shall provide the opportunity for members of the bargaining unit to participate in a Flexible Spending Account Program agreeable to both the District and the Association provided there is no cost to the General Fund.

ARTICLE XXII

SALARY CREDIT FOR PROFESSIONAL GROWTH

General Provisions

1. Certificated employees may earn credits for salary schedule advancement by completing college or university courses and by applying for professional growth credit for a variety of other activities as indicated in this Article.
2. Credit shall not be granted for that part of any activity which is performed during an employee's scheduled work day or is otherwise paid employee time.
3. Credit shall not be granted for that part of any activity where any employee expenses are paid for by the District, including but not limited to payment of registration fees, tuition, credit processing fees, or release time.
4. Upon completion of any professional growth activity, it is the responsibility of each employee to furnish evidence of completion to the Human Resources Office.
5. In order to qualify for salary credit in any given year, the course or activity must have been completed prior to the first day of instruction and evidence of completion must be provided to the Human Resources Office by October 10. A receipt for certified mail or a receipt from the school obtained prior to the first day of instruction shall suffice as evidence that the course was completed for correspondence courses prior to the first day of instruction. Exceptions to the October 10 date may be granted by the Human Resources Administrator when special circumstances exist such as when the delivery of the grade or evidence of completion is out of the employee's control.

No credit shall be given for adult education classes, private instruction, or tutoring unless specifically approved as a professional growth activity.

College or University Course Credit

Upper division or graduate level college or university courses that are reasonably related to an employee's responsibilities (see criteria below) are eligible for salary schedule credit. Prior approval is not necessary; however, if an employee is concerned whether a course will meet the criteria, he/she may request prior approval by submitting an application to his/her evaluator.

In order to gain salary credit, college and university courses shall meet the following criteria:

- a. The course is not a repetition of course work previously completed.
 - b. The course meets the professional growth needs of the individual as identified by the individual and his/her designated evaluator.
 - c. The course can be applied to the employee's present or foreseeable future assignment.
 - d. The course is taken through an accredited four-year (4) college or university and is designated as an upper division or graduate level course. Exceptions to these criteria may be granted by the Assistant Superintendent, Human Resources Services.
 - e. Lower division courses may be prior approved upon application only if the course is taken to add to a credential authorization or to prepare an employee to teach an additional level or area.
2. If an evaluator disapproves such an application, the employee may request a review by the Human Resources Officer.

C. Other Credit for Professional Growth

1. All non-college activities require prior approval on the appropriate District form. Prior approval means before the activity begins unless an exception is granted by the Human Resources Officer.
2. No more than four (4) semester units of credit shall be allowed per year and no more than twelve (12) semester units of credit shall be allowed in total for all non-college professional growth activities.
3. Credit may be granted based on a properly completed application for the following activities and under the concomitant conditions:
 - a. Credit may be given for participation on District-approved textbook evaluation or curriculum development committees. A request for approval for such credit shall include the purpose of the committee work, the amount of participation time, and the approximate duration of the assignment. Approval shall be based upon the written report by the individual detailing his/her activities. In addition, upon completion of the assignment, the applicant must include a statement or outline, for verification by the committee chairperson, of the time and effort expended.

- b. Credit may be given for District approved workshop attendance. A District approved workshop is defined as a group meeting to consider a specific problem or problems in education where the group is charged with the responsibility of preparing a written report summarizing their deliberations and presenting their final conclusions and recommendations. The request for prior approval should include the purpose of the workshop, participants, time, place, duration, and values to be gained. Evaluation of the request shall be based upon the written report of the workshop group or a written report by the individual detailing the activities of the employee and a description of their educational value to him/her.

- c. Credit for development of teaching materials may be authorized for time expended in research, development, and experimentation. A request for prior approval shall include the nature and intended use of the materials, the plan of development, and the estimated time involved. For credit to be allowed, prior approval must be secured before materials are developed. This category is offered as a challenge to educators to develop materials that are new and different. Such materials shall be developed for use for an extended period of time and must be useful to others as well as to the individual producing them. Examples of suitable materials include audiovisual aids, evaluative or diagnostic instruments, special units of work which would include outlines and references, and special science demonstration materials. Evaluation of the request shall be based upon the materials themselves or upon a detailed description of such materials, including time spent and the employee's evaluation of their worth to him/her and to others.

- d. Credit may be authorized for approved travel at the rate of one (1) semester unit per each week of such travel for a maximum of two (2) semester units. The travel may be in the United States or abroad. The request for prior approval shall include a statement of the proposes of the trip, a list of the objectives to be attained, an estimate of the educational relevance in terms of an individual's assignment, and possible benefits to students. The itinerary should include approximate dates of departure, return, and the areas to be visited. Evaluation of the request shall be based upon educational follow-up activities transmitted to the Human Resources Officer as soon as possible after completion of the trip. Educational follow-up activities shall include a concise report suitable for placement in the professional library indicating that the original objectives have been achieved. The individual shall also choose one (1) of the following three:
 - 1. providing an illustrated talk before a bargaining unit member's group or other interested group,

In order to workshop attendance. A
the following a group meeting to
education where the

ides or exhibits, or
course of study, unit of work, etc., suitable for

- a. preparing a written
for prior approval
- b. participants, time,
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ARTICLE XXIII

PROFESSIONAL GROWTH REQUIREMENTS FOR CREDENTIAL RENEWAL

Provisions for members who are subject to professional growth requirements for credential renewal.

1. This section applies to those unit members who earn their first clear multiple or single subject teaching credential after August 31, 1985.
2. Those members of the bargaining unit to whom this section applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. This program is to be completed within a five (5) year period.
3. Professional growth requirements shall be implemented pursuant to Title 5, California Adm. Code, Section 80550 and following. It is the intent of the parties that implementation of these sections shall be in conformity with guidelines set forth in the most current "California Professional Growth Manual" published by the Commission on Teacher Credentialing. A copy of the manual shall be available to all program participants from the Human Resource Office.

The Superintendent or designee shall select professional growth advisors. No member of the bargaining unit shall be designated an advisor. A list of advisors shall be distributed to all program participants. Each credential holder will designate the advisor of choice.

Professional growth activities shall be those set forth in the manual. Prior to beginning an activity which could accumulate clock hours, the credential holder shall submit the proposed plan to his/her advisor. Within five (5) working days, the advisor shall review the proposed plan. If the proposed activity is in conformance with the manual, the advisor shall sign off on the proposed plan. If the proposed plan is not in conformance, then the reasons for non-conformance shall be placed in writing by the advisor. If the credential holder desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed.

The advisor shall approve or disapprove of proposed plans independently of any evaluation that may affect the credential holder's employment status.

Any element of the program which is subject to the appeal procedure in the manual is not subject to the grievance procedure.

ARTICLE XXIV

ASSISTANCE AND REVIEW (PAR)

The Program will be administered by a Joint Committee which shall consist of seven (7) members, three (3) of whom shall be SRVEA representatives, and four (4) of whom will be selected by the District on an annual basis between SRVEA and District. The Joint Committee will be chaired in the first year (2000-2001) by a representative of the District.

Term: The term of the members will be for three (3) school years. This shall enable the Joint Committee to effectively plan, implement, and evaluate the program. At the end of the 2002/2003 school year, the Joint Committee will recommend to the Bargaining Team the length of future terms in order to provide a rotational schedule for continuity of the program.

3. Meetings: The Joint Committee shall establish its own meeting schedule. To meet and take action, a minimum of three (3) SRVEA representatives and two (2) District representatives must be present. Actions of the Committee requiring a vote shall be determined by a majority vote of those present. The committee shall meet at times and places as they shall determine.
4. Release Time and Stipends: Stipends and other compensation are addressed in a side letter of agreement between the San Ramon Valley Unified School District and the San Ramon Valley Education Association. Compensation for future years will be negotiated.
5. Responsibilities - The Joint Committee shall be responsible for the following:
 - a. Coordinating training for the Joint Committee members.
 - b. Coordinating training and support for Consulting Bargaining unit members participating in the program. Topics may include, but are not limited to, California Standards for the Teaching Profession, District curriculum standards, coaching strategies, adult learning strategies, conflict resolution, peer coaching, student achievement, effective instructional strategies, consensus building, classroom management and legal issues.
 - c. Establishing its own rules of procedure, including the method for the selection of a chairperson, and a person to take and maintain meeting minutes.

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- d. Developing and implementing a process for the selection of Consulting Bargaining unit members, including observation of Consulting Bargaining unit member applicants as required by law.
 - e. Consulting Bargaining Unit Members shall be selected by a majority vote of the Joint Committee.
 - f. Determining the number of Consulting Bargaining Unit Members in any school year, based upon participation in the Peer Assistance and Review (PAR) Program, the budget available and other relevant considerations.
 - g. Preparing written guidelines for Consulting Bargaining Unit Members.
 - h. Receiving from the Personnel Administrator names of any bargaining unit members requiring participation in the PAR Program and sending written notification of participation to the Referred Participating Bargaining Unit Member(s), the Consulting Bargaining Unit Member(s) and the site administrator(s).
- Processing applications from bargaining unit members voluntarily requesting peer assistance.
- Providing a list of identified and available Consulting Bargaining unit members for selection by the Participating Bargaining Unit Members. The Joint Committee will make the final appointments of all Consulting Bargaining Unit Members based on the preferences of all Participating Bargaining Unit Members in the program.
- Reviewing the final report prepared by the Consulting Bargaining Unit Member regarding each Referred Participating Bargaining Unit Member. The Committee will make recommendations to the Governing Board regarding the Referred Participating Bargaining Unit Members in the program, including the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
- Evaluating annually the effectiveness of the PAR Program, including recommendations for improvement. This evaluation may include, but is not limited to, surveys or interviews with program participants.
- Distributing, at the beginning of each school year, a copy of the adopted rules and procedures to all SRVEA Representative Council members and certificated administrators. Copies will be made available to bargaining unit members upon request.
- Performing other such incidental duties as may be needed to carry out the functions enumerated above, including the establishment of rules to guide its deliberations.

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o. Adopting rules and procedures to effect the provisions of this Article. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

6. Confidentiality of Materials: All proceedings and materials related to evaluations, reports and other personnel matters shall be confidential, except in response to a subpoena or order of the court. The final report shall be made available for placement in the Referred Participating Bargaining unit member's personnel file.

7. Conflict of Interest: The Joint Committee shall develop procedures for dealing with potential personal or professional conflicts of interest.

B. Participating Bargaining Unit Members

1. Referred Participating Bargaining Unit Members

a. A Referred Participating Bargaining Unit Member is a bargaining unit member with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of the subject, and/or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation. An unsatisfactory final evaluation is one in which the employee is rated as unsatisfactory on the summary evaluation.

b. A Referred Participating Bargaining Unit Member may select his/her Consulting Bargaining Unit Member from the list of identified and available Consulting Bargaining Unit Members provided by the Joint Committee. Every effort will be made to match Participating Bargaining Unit Members with their selected Consulting Bargaining Unit Member, however, the Joint Committee will make the final appointments of all Consulting Bargaining Unit Members based on the preferences of all Participating Bargaining Unit Members in the program. Changes to this assignment may only be made with the approval of the Joint Committee.

c. The Referred Participating Bargaining Unit Member has the right to be represented throughout these procedures by the SRVEA representative of his/her choice.

2. Volunteer Participating Bargaining Unit Members

a. A Volunteer Participating Bargaining Unit Member is a bargaining unit member who volunteers to participate in the PAR Program and is not a Referred Participating Bargaining Unit Member. Volunteer Bargaining Unit Members may include, but are not limited to, experienced

bargaining unit members new to the District, bargaining unit members who have had assignment changes such as grade level or subject matter, or bargaining unit members wishing to enhance their skills in one or more domains of the California Standards for the Teaching Profession. The purpose of participation in the PAR Program for the Volunteer Participating Bargaining Unit Member is for peer assistance only. No permanent documentation shall be retained. All records, if any, shall become the property of the Volunteer Participating Bargaining Unit Member. The Volunteer Participating Bargaining Unit Member may terminate his or her participation in the PAR Program at any time. A Volunteer Participating Bargaining Unit Member may select a Consulting Bargaining Unit Member providing one is available. Every effort will be made to match Participating Bargaining Unit Members with their selected Consulting Bargaining Unit Member, however, the Joint Committee will make the final appointments of all Consulting Bargaining Unit Members based on the preferences of all Participating Bargaining Unit Members in the program. Changes to this assignment may only be made with the approval of the Joint Committee.

b. All communication between the Consulting Bargaining Unit Member and a Volunteer Participating Bargaining Unit Member shall be confidential, and, without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Joint Committee.

Consulting Bargaining Unit Members

Definition: A Consulting Bargaining Unit Member is a bargaining unit member selected by the Joint Committee to provide assistance to a Participating Bargaining Unit Member in the PAR Program.

Qualifications: Consulting Bargaining Unit Members must meet the following minimum qualifications:

A credentialed permanent bargaining unit member of the District with at least five (5) years of classroom teaching experience in the District, the last two of which shall be immediately prior to being selected as a Consulting Bargaining unit member. Exceptions may be made by a two-thirds (2/3) vote of the Joint Committee.

Demonstrated exemplary teaching ability, as indicated by, but not limited to, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

Term of Service: A Consulting Bargaining Unit Member shall serve full time or part time in his/her regular teaching assignment and shall be provided release

time as needed. The initial term of the Consulting Bargaining Unit Member shall be three (3) years. The Joint Committee will recommend to the Bargaining Team the length of future terms in order to provide a rotational schedule for continuity of the program. A bargaining unit member may not be appointed to an administrative position in the District while serving as a Consulting Bargaining Unit Member, or for two (2) full years after serving as a Consulting Bargaining Unit Member.

4. Responsibilities of Consulting Bargaining Unit Members

- a. Consulting Bargaining Unit Members shall coordinate assistance and support improvement through strategies such as demonstrating, observing, coaching, working with other professionals, conferencing, providing written feedback, and facilitating any activities which, in their professional judgment, will assist the Participating Bargaining Unit Member.
- b. Referred Participating Bargaining Unit Members: There shall be a cooperative relationship between the Consulting Bargaining Unit Member and the principal with respect to the process of Peer Assistance and Review. The Consulting Bargaining Unit Member will meet and work with the Referred Participating Bargaining Unit Member to establish goals, objectives, outcomes and a timeline for improvement. The Consulting Bargaining Unit Member and the Joint Committee will meet at least three (3) times per year to explore ways in which the Joint Committee can be of support to the Consulting Bargaining Unit Member. Assistance will be provided to the Participating Bargaining Unit Member until the Joint Committee determines that performance is satisfactory or that further assistance will not be productive. The Consulting Bargaining Unit Member will submit the Final Intervention Report to the Joint Committee by April 15. The report will include a summary of the initial needs assessment, a summary of the actions taken, and a statement of the success/failure of the interventions. Prior to submitting the report to the Joint Committee, the report shall be submitted to and discussed with the Participating Bargaining Unit Member with opportunity for input. The report must be signed and dated by the Participating Bargaining Unit Member, and the signature does not mean agreement but that a copy has been received. The Participating Bargaining Unit Member has ten (10) days from receipt of the report to attach a written response. The Final Report will be made available for placement in the Participating Bargaining Unit Member's personnel file. The certificated employee evaluation process consistent with the collective bargaining unit agreement remains the responsibility of the assigned administrator.
- c. Volunteer Participating Bargaining Unit Members: In the case of a Volunteer Participating Bargaining Unit Member, the bargaining unit

member and Consulting Bargaining Unit Member shall meet to identify an area of focus to be addressed. The Consulting Bargaining Unit Member will meet and work with the Volunteer Participating Bargaining Unit Member to establish goals, objectives, and outcomes. This plan will be monitored by the Consulting Bargaining Unit Member. Any reports prepared will remain confidential between the Volunteer Participating Bargaining Unit Member and the Consulting Bargaining Unit Member. The Consulting Bargaining Unit Member shall not participate in a performance review of the Volunteer Participating Bargaining Unit Member. The Joint Committee shall determine the length of participation of Volunteer Participating Bargaining Unit Members in the PAR Program.

Miscellaneous Provisions

Indemnification: The District shall defend and indemnify Consulting Bargaining Unit Members and Joint Committee members against claims arising out of their good faith and professional performance of duties under this article. Consulting Bargaining unit members and Joint Committee members who act pursuant to this program shall have the same protection from liability and access to an appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title I of the Government Code.

Any claims that this article has not been properly implemented shall be presented in writing to the Joint Committee, with a copy to the District and the Association. The Joint Committee will resolve any issue or claim.

Expenditures shall not exceed the revenues received under AB 1X.

Nothing in this article precludes the principal or District from conducting informal or formal observations or carrying out the certificated employee evaluation process consistent with the collective bargaining agreement.

ARTICLE XXV

DISCIPLINE LESS THAN DISMISSAL

Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code; however, in the case of dismissal during the school year of probationary employees employed after July 1, 1983, and prior to March 15th of their second probationary year, Article XXVI of this Agreement applies. Provisions of this Article do not apply to an employee as a result of activities pursuant to an Association sanctioned labor dispute between the Association and the District.

Discipline less than dismissal for all employees shall be in accordance with the following procedures:

- A. Employees may be disciplined only for just cause.
- B. Progressive discipline shall be utilized except for conduct which is of such a nature that it injures or threatens to injure the safety of pupils or other employees, or causes substantial disruption of the educational program.
 1. Initially the principal or immediate supervisor shall discuss the employee's acts or omissions with the employee and issue a verbal reprimand if a personal discussion does not result in corrective conduct.
 2. If a verbal reprimand does not result in corrective conduct a written reprimand shall be issued.
- C. Prior to administering any formal discipline subsequent to the oral and written reprimands, an employee shall be provided notice and an opportunity to meet with the Superintendent or his/her designee. Notice shall include a statement of the incidents or misconduct which form the basis for disciplinary action and a statement of the discipline to be imposed. The employee shall be given seven (7) working days within which to reply, in writing to this notice. The proposed formal discipline shall not be imposed until after the employee's written reply, if any, has been received and given consideration by the administration.
- D. If suspension without pay is recommended as a disciplinary action, it shall be preceded by at least one (1) written reprimand. Exceptions to this standard may occur where conduct is of such a nature that it injures or threatens to injure the safety of pupils or other employees or causes substantial disruption of the educational program. A suspension without pay may not exceed fifteen (15) working days.
- E. Any initial suspension of any employee, pending a disciplinary meeting, shall be with pay.

Any employee may be represented, upon request, at any disciplinary meeting.

All information regarding any actual or proposed disciplinary action shall be kept confidential by management. Any violation of confidentiality by management may be grounds for dismissal of all charges and any benefit losses suffered by the unit members shall be fully restored.

Grievances filed alleging violations of the above sections A-G regarding discipline less than dismissal may be filed at Level II of the Grievance Procedure.

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ARTICLE XXVI

PROCEDURE FOR "NEW" PROBATIONARY CERTIFICATED EMPLOYEE DISMISSAL DURING THE SCHOOLYEAR

A. Application: This procedure applies to the dismissal during the school year of a certificated employee whose probationary period commenced during or after the 1983-84 school year.

B. Notice of Dismissal

1. Notice of Dismissal shall be given by the Superintendent or the Superintendent's designee at least 30 calendar days prior to the effective date of such action and no later than March 15 of the employee's second probationary year.
2. The Notice of Dismissal shall include a statement of reasons for such action with sufficient particularity to permit the employee to prepare a defense and notice of the opportunity to appeal. In the event of a dismissal for unsatisfactory performance, a copy of the evaluation conducted pursuant to the Stull Act (Ed. Code, Section 44664) shall accompany this notice.

C. Service of Notice

The written Notice of Dismissal shall be served by registered or certified mail or by personal service.

D. Grounds for Dismissal

1. Unsatisfactory performance as determined by an evaluation conducted in accordance with the Stull Act (Ed. Code, Sections 44660-44665) and any current policy, if applicable, or negotiated contract provisions.
2. Any one or more of the causes specified in Education Code section 44932.

E. Request for Hearing

The employee shall file a written request for hearing within fifteen (15) calendar days of receipt of the Notice of Dismissal. Filing means receipt in the office designated no later than regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing and the proposed action shall be effective upon action by the governing board without notice of hearing except as may be required in a board meeting agenda.

F. Conduct of Hearing

1. Within fifteen calendar fifteen (15) days of receipt of the request for hearing, the Superintendent or his designee shall contact the Office of Administrative Hearing to contract for the services of an administrative law judge appointed by that office to conduct the hearing and to submit a recommended decision to the Board of Education.
2. The conduct of the hearing presided over by an administrative law judge shall be in accordance with this procedure and the rules and procedures set forth in the Administrative Procedures Act (Govt. Code, Sections 11500 and following) except:
 - a. The Notice of Dismissal shall serve as the Accusation and Statement to Respondent.
 - b. Discovery shall be requested within (15) calendar days of receipt of the Notice of Dismissal.
 - c. A request for Discovery shall be complied within ten (10) calendar days of its service
 - d. Any calendar petition to compel discovery shall be filed in Superior Court within ten (10) calendar days of refusal or failure to comply.
 - e. The recommended decision of the administrative law judge shall be prepared within fifteen (15) calendar days after the case is submitted.
3. Non-substantive procedural errors committed by the district, the hearing office or the governing board shall not affect the decision unless the errors are prejudicial.

G Recommended Decision of the Administrative Law Judge: The recommended decision of the Administrative Law Judge shall be in writing and shall state findings of fact and determinations of the issues.

H Review by the Governing Board: The governing board, at its next meeting which is not less than five (5) work days after the recommended decision of the Administrative Law Judge is received at the district office, shall act upon that recommended decision. If the board decides not to approve an adverse recommended decision or decides to modify a recommended decision, it shall review the transcript of the proceedings, review the exhibits and listen to oral argument, if requested, as to the sufficiency of cause.

ARTICLE XXVII

FULL INCLUSION

The Association and the District shall meet annually to determine the specific support that will be provided to general education bargaining unit members with identified full inclusion students for the following school year. These meetings shall commence no later than January 15, or a date mutually agreeable to both parties, to determine options for the following year.

ARTICLE XXVIII

STATUTORY CHANGES

- A. Legislative or administrative regulation changes that are permissive and affect the provisions of this Agreement shall be subjects for negotiations of a successor agreement.
- B. Legislative or administrative regulation changes that are mandatory and are in conflict with the provisions of this Agreement shall supersede the conflicting provisions of this Agreement.

ARTICLE XXIX

COMPLETION OF AGREEMENT

- A. This document comprises the entire Agreement between the District and the Association on matters within the lawful scope of negotiation. The District shall have no further obligation to meet and negotiate, during the term of this Contract, except as provided in D., E. and F. below or as otherwise provided in this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject is not known or considered at the time of the negotiations leading to the execution of this Contract. In addition, any subject presented by either party, but not included in this Agreement shall not be the subject of negotiations during the period of this Agreement.
- B. The provisions of this Agreement shall prevail over contradictory written policies and Administration regulations and state laws to the extent permitted by law.
- C. If legislation enacted during the term of this Contract is mandatory, it shall supersede the provision or provisions of the Contract that are in conflict with the new legislation.
- D. If the Board of Education determines by formal action to establish year-round schools or double sessions, either party may notify the other in writing of its intent to meet and negotiate on those provisions of this Agreement that shall be modified or amended as a result of implementing year-round schools or double sessions.
- E. If the Board takes action to lay off employees during any year of this Agreement, the District agrees, upon Association request, to negotiate the impact of such a layoff on matters within this agreement.
- F. Each party may notify the other in writing no later than April 16 of each year of its intent to modify or amend no more than one Article in addition to Article XX SALARIES, and Article XXI, HEALTH AND WELFARE BENEFITS. In addition, for the term of this contract, either party may reopen on Article XIV, CLASS SIZE, or Article XI, HOURS OF EMPLOYMENT regarding elementary preparation time.

ARTICLE XXX

SAVINGS

If any provision of this contract or any application thereof to any employee is held by a court of final jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXI

DURATION

The term of this Contract shall be from July 1, 2002 through June 30, 2005. Unless the District Association notifies the other party in writing no later than April 16, 2005, of its desire to terminate or amend this Contract, it shall continue in effect for additional one-year (1) periods.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on 8/23/02 date

SAN RAMON VALLEY EDUCATION ASSOCIATION

Janet Terranova
Janet Terranova, President

Brian M. Bourg
Brian Bourg, Teacher

Diane Bradley
Diane Bradley, Teacher

Kristine Tachiera
Kristine Tachiera, Teacher

Kennedy F. Kiley
Kennedy Kiley, Chairperson

Mary Jane Keogh
Mary Jane Keogh, Teacher

Kerry Moriarty
Kerry Moriarty, CTA

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

Joan Buchanan
Joan Buchanan,
Board of Education

Rick Caldera
Rick Caldera,
Director Certificated Personnel

Bob Stewart
Bob Stewart, Assistant Principal

Christine Williams
Christine Williams, Assistant Superintendent

Roberta Silverstein
Roberta Silverstein,
Assistant Superintendent

Pat Hansen
Pat Hansen, Principal

Kirby Hoy
Kirby Hoy, Principal