

COLLECTIVE BARGAINING AGREEMENT

between the

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

and the

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

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ARTICLE 1

Agreement

1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the East Side Union High School District ("District") and the East Side Teachers Association/California Teachers Association/National Education Association ("Association"), an employee organization.

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

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2.3.1 Programs and services designed to supplement the bargaining unit members in delivery of student services will not be negatively affected by this section.

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

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

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

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

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ARTICLE 3

Association Rights

3.1 All employee organization business, discussion and activities will be conducted by bargaining unit members or Association officials outside established classroom hours as defined in Article 14, and will be conducted in places other than District property except when:

3.1.1 An authorized Association representative obtains advance permission from the Superintendent or his designee regarding the specific time, place, and type of activity to be conducted.

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

3.2 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent or his designee.

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

3.2.2 A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting distribution.

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

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

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

- 3.6 The District will comply with Education Code 44987.

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ARTICLE 4

District Rights

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

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ARTICLE 5

Organizational Security and Employee Rights

- 5.1 Except as provided by this Article, the District and the Association recognize the right of employees to form, join and participate in lawful activities of the employee organization and the equal alternative right of employees to refuse to form, join or participate in or support employee organization activities.
- 5.2 The Board shall not illegally discriminate against any bargaining unit member on the basis of any condition defined by law, e.g. race, color, creed, gender, national origin, political affiliation, marital status, age, disability, sexual orientation, membership in an employee organization or participation in the activities of an employee organization.
- 5.3 A bargaining unit member has the right to have another bargaining unit member present at all conferences with a supervisor. (Refer to Appendix E.)
- 5.4 Each bargaining unit member covered by this Agreement who is a member of the Association at the time this Agreement is executed or becomes a member of the Association shall maintain his/her membership in the Association for the term of this Agreement.
- 5.4.1 Bargaining unit members shall, within thirty (30) days of the effective date of this Agreement or within thirty (30) days of their employment date, whichever is later, either join the Association by executing a payroll deduction authorization form for payment of dues or pay a service fee not to exceed dues, initiation fees and general assessments (hereinafter "service fees"), by executing a service fee deduction authorization form for the payment of such fee.

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5.4.1.1 Nothing contained herein shall prohibit a bargaining unit member from paying dues or service fees directly to the Association.

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

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

5.4.3 Religious Exemption:

5.4.3.1 If an employee in the bargaining unit belongs to a recognized religious organization which does not permit its members to pay a representational/services fee to any employee organization, an amount equal to the fee which would have been paid will be paid by that bargaining unit member and deposited into a Student Benefit Fund established and administered jointly by the Association and the District. If no such fund exists, the amount deducted will be deposited by the District with a recognized charitable organization designated by the bargaining unit member and approved by the Association and the District. Such organization shall be a non-religious, non-

1 labor organization exempt from taxation
2 under Section 503(c) (3) of Title 26 of the In-
3 ternal Revenue Code.

4 5.4.3.2

5 Any bargaining unit member who is a
6 member of a religious group whose beliefs
7 prohibit joining an employee organization
8 or paying a representational/service fee to
9 such an organization shall demonstrate
10 such membership and beliefs to a neutral
11 third party to be agreed upon by the Asso-
12 ciation and the District. A bargaining unit
13 member desiring to be exempt from joining
14 the Association or paying the representa-
15 tional/service fee shall file a claim of ex-
16 emption with the Association with a copy
17 to the District. The District and the Asso-
18 ciation shall establish procedures for pro-
19 viding the bargaining unit member a hear-
ing on the claim of exemption.

20 5.4.3.2.1

21 In the event the neutral party
22 denies the claim, the neutral
23 shall notify the Association,
24 the District and the bargain-
25 ing unit member of such de-
26 cision. If the bargaining unit
27 member fails or refuses to
28 join the Association or pay
29 the representation/service
30 fee by lump sum or make
31 adequate provisions for its
32 payment through payroll
deduction within thirty (30)

1 days after such decisions, the
2 Association may initiate ac-
3 tion as required by the provi-
4 sions of this Article.

5 5.4.4 With respect to sums deducted by the District pursuant to
6 this Article, whether for membership dues or equivalent
7 fee, the District agrees promptly to remit such monies to
8 the Association accompanied by an alphabetical list of
9 bargaining unit members for whom such deductions have
10 been made, categorizing them as to membership or non-
11 membership in the Association and indicating any
12 changes in personnel from the list previously furnished.

13 5.4.5 The Association shall indemnify and hold the District
14 harmless from any and all claims, demands or suits, or
15 other action arising from the organizational security pro-
16 visions contained herein, including reasonable attorney
17 fees and costs. The Association as the indemnitor shall
18 have the exclusive right to decide and determine which
19 matters shall or shall not be compromised, resisted, de-
20 fended, tried or appealed.

21 5.4.6 The Association, as the exclusive representative, shall
22 have the sole and exclusive right to have membership
23 dues and representation/service fees deducted for em-
24 ployees in the bargaining unit by the District. The District
25 will, upon appropriate authorization from the bargaining
26 unit member, deduct and make appropriate remittance for
27 such membership dues and fees.

28 5.4.6.1 Pursuant to such authorization, the District
29 shall deduct one-tenth (1/10) of such
30 dues/fees from the regular monthly salary
31 check of the bargaining unit member each
32 month for ten (10) months. Deductions for

1 bargaining unit members who sign such
2 authorization after the commencement of
3 the school year shall be appropriately pro-
4 rated to complete payments by the end of
5 the school year. Payroll deductions shall be
6 without cost to the bargaining unit mem-
7 bers or the Association.

8 5.4.7 The District, upon appropriate written authorization from
9 any bargaining unit member, shall deduct such other vol-
10 untary deductions jointly approved by the Association
11 and the District.

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ARTICLE 6

Leave Provisions

6.1 General Leave Provisions

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

6.1.2 A bargaining unit member who is absent for less than a full day shall have deducted a pro rata amount of time from the accumulated leave.

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

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

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

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

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

11 6.1.8 Leaves for other employment may be granted at the dis-
12 cretion of the Board, and decisions here under shall not be
13 subject to Article 13, "Grievance Procedure." Nothing in
14 this section shall deny the bargaining unit member the
15 right to reconsideration.

16 6.1.9 A bargaining unit member returning from an approved
17 leave of absence shall have the same rights of assignment
18 at the site from which the leave was granted as do all
19 other bargaining unit members at that site.

20 6.2 Association Leave

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

1 **6.3 Bereavement Leave**

2 **6.3.1** A bargaining unit member shall be entitled to three (3)
3 days' leave of absence or five (5) days' leave of absence if
4 out-of-state travel or travel in excess of 300 miles is re-
5 quired, without loss of salary or sick leave, on account of
6 the death of any member of his or her immediate family.
7 Extensions of this leave (chargeable to the bargaining unit
8 member's sick leave) may be granted by the Superinten-
9 dent.

10 **6.3.2** For purposes of this provision, an immediate family
11 member shall be spouse/domestic partner, children,
12 mother, father, mother-in-law, father-in-law, brother, sis-
13 ter, son-in-law, daughter-in-law, grandparents and grand-
14 children of the bargaining unit member or
15 spouse/domestic partner, or any relative living in the
16 immediate household of the bargaining unit member. For
17 the purpose of this article, domestic partner is defined by
18 the domestic partner affidavit on file with the District's
19 Human Resources Division.

20 **6.3.3** A bargaining unit member shall notify the District as soon
21 as possible and also state the expected duration of the ab-
22 sence to enable the District to secure a substitute.

23 **6.4 Industrial Accident Leave**

24 **6.4.1** Bargaining unit members will be entitled to industrial ac-
25 cident leave according to the provisions in Education
26 Code Section 44984 for personal injury which has quali-
27 fied for worker's compensation under the provision of the
28 State Compensation Insurance Fund.

29 **6.4.2** Such leave shall not exceed sixty (60) days during which
30 the schools of the District are required to be in session or
31 when the employee would otherwise have been perform-

1 ing work for the District in any one (1) fiscal year for the
2 same industrial accident.

3 6.4.3 The District has the right to have the bargaining unit
4 member examined by a physician designated by the Dis-
5 trict to assist in determining the length of time during
6 which the bargaining unit member will be temporarily
7 unable to perform assigned duties and the degree to
8 which a disability is attributable to the injury involved.

9 6.4.3.1 A bargaining unit member shall be deemed
10 to have recovered from an industrial acci-
11 dent or illness, and thereby able to return to
12 work, at such time as bargaining unit
13 member's physician and District designated
14 physician (if appropriate) agree that there
15 has been such a recovery.

16 6.4.4 For any days of absence from duty as a result of the same
17 industrial accident, the bargaining unit member shall en-
18 dorse to the District any wage loss benefit check from the
19 State Compensation Insurance Fund which would make
20 the total compensation from both sources exceed 100 per-
21 cent of the amount the bargaining unit member would
22 have received as salary had there been no industrial acci-
23 dent or illness. If the bargaining unit member fails to en-
24 dorse to the District any wage loss disability indemnity
25 check received on account of the industrial accident or ill-
26 ness as provided above, the District shall deduct from the
27 bargaining unit member's salary warrant the amount of
28 such disability indemnity actually paid to and retained by
29 the bargaining unit member.

30 6.4.5 An industrial accident or illness as used in this section
31 means any injury or illness whose cause can be traced to
32 the performance of services for the Board. Said injury is to

1 be determined by the District's current worker's compen-
2 sation provider.

3 6.4.6 The District copy of the report of an industrial accident or
4 illness shall be kept on file in the District's worker's com-
5 pensation office.

6 6.4.7 The benefits provided in this section are in addition to the
7 sick leave benefits.

8 6.5 Maternity Related Leave

9 6.5.1 Bargaining unit members are entitled to use sick leave
10 benefits for disabilities caused or contributed to by preg-
11 nancy, miscarriage, childbirth, and recovery therefrom on
12 the same terms and conditions governing leaves of ab-
13 sence from other illness or medical disability in accor-
14 dance with appropriate Federal Law.

15 6.6 Leave Without Pay for Child Bearing Preparation and Child Rear-
16 ing

17 6.6.1 Leave without pay or other benefits may be granted to a
18 bargaining unit member for preparation for child bearing
19 and for child rearing.

20 6.6.2 The bargaining unit member shall request such leave as
21 soon as practicable, but under no circumstances less than
22 thirty (30) workdays prior to the date on which the leave
23 is to begin. Such request shall be in writing and shall in-
24 clude a statement as to the dates the employee wishes to
25 begin and end the leave without pay.

26 6.6.3 The determination as to the date on which the leave shall
27 begin and the duration of such leave shall be made at the
28 discretion of the Superintendent when considering the
29 schedule and replacement problems of the District.

1 6.6.4 The duration of such leave shall consist of no more than
2 twelve (12) consecutive months and shall automatically
3 terminate on June 30 in the school year in which such
4 leave is granted. An extension may be granted, not to ex-
5 ceed an additional twelve (12) months.

6 6.6.5 If the bargaining unit member elects a leave under this
7 Section, the bargaining unit member is not entitled to the
8 use of any accrued sick leave or other paid leave while
9 such employee is on child bearing preparation leave or
10 leave for child rearing, whether or not the illness or dis-
11 ability is related to a pregnancy, miscarriage, or child-
12 birth, or recovery therefrom. *Refer to Section 6.5 for Mater-*
13 *nity Related Leave.*

14 6.6.6 There shall not be a diminution of employment status for
15 child bearing or child rearing except that no person shall
16 be entitled to compensation or increment, nor shall the
17 time taken on parental leave count toward credit for pro-
18 bationary teachers in earning tenure status.

19 6.6.7 If a bargaining unit member is on leave for child bearing
20 or child rearing and in the event of a miscarriage or death
21 of a child subsequent to childbirth, the bargaining unit
22 member may request an immediate assignment to a unit
23 position. If there is a vacancy for which a bargaining unit
24 member is qualified, the District will assign the teacher to
25 a position as soon as practicable.

26 6.7 Personal Necessity Leave

27 Personal necessity leave shall not be available solely for the pur-
28 pose of personal convenience or for matters which can be taken
29 care of outside the work hours or for recreational activities. The
30 bargaining unit member will notify his/her supervisor as soon as
31 possible of the need to use such leave.

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

6.7.2 Types of Personal Necessity

6.7.2.1 Death or serious illness of a member of the bargaining unit member's immediate family. This is in addition to regular bereavement leave, Article 6.3. This does not require prior approval.

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

6.7.2.3 Adoption of a child.

6.7.2.4 If a bargaining unit member is on unpaid leave for child bearing preparation and/or child rearing, in the event of a miscarriage or death of a child, a bargaining unit member shall be entitled to use personal necessity leave to care for his/her child or the mother/father of the child.

6.7.2.5 Up to three (3) days of authorized Personal Necessity Leave may be utilized for reasons of Compelling Personal Importance. This leave is to be used only for reasons which the bargaining unit member cannot reasonably be expected to disregard and which require the attention of the bargaining unit

1 member during assigned working hours of
2 service.

3 6.7.2.5.1 Two (2) of the three (3) days may be
4 used at the discretion of the em-
5 ployee. These days shall not fall be-
6 fore or after a holiday or vacation
7 period nor be used for concerted ac-
8 tivities.

9 6.7.2.5.2 One (1) of the three (3) days requires
10 at least two (2) working days' ad-
11 vance approval from the immediate
12 administrator.

13 **6.8 Legislative Leave**

14 A bargaining unit member who holds any other elected position
15 that interferes with the regular school day may file an application
16 with the Superintendent and, with the approval of the Board, be
17 granted a long-term unpaid leave. The bargaining unit member
18 will receive no salary or other benefits at this time. The bargaining
19 unit member has the option to continue the District health and wel-
20 fare benefit program by paying premiums on a quarterly basis.

21 **6.9 Judicial Leave**

22 Any bargaining unit member called to jury duty or to appear as a
23 witness in court as provided in Education Code 44036 may serve
24 without loss of pay nor loss of creditable public retirement service.
25 The current jury duty fee shall be made payable to the District for
26 jury duty services.

27 **6.10 Military Leave**

28 6.10.1 Education Code 45059, Military Veteran Code 395 shall be
29 incorporated into this Agreement and shall be supple-
30 mented as follows:

1 **6.12 Sick Leave**

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

4 **6.12.1** Full-time bargaining unit members employed five (5) days
5 a week shall be entitled to ten (10) days leave with full pay
6 for each school year for purposes of personal illness or
7 injury, except that eleven (11) and twelve (12) month bar-
8 gaining unit members shall be allowed eleven (11) and
9 twelve (12) days respectively, each year. Bargaining unit
10 members who work less than full time shall be entitled to
11 that portion of the appropriate leave as the number of
12 hours per week of scheduled duty relates to the number of
13 hours for a full-time bargaining unit member in a compa-
14 rable position. Unused days will be accumulated by bar-
15 gaining unit members for use, if necessary, during suc-
16 ceeding years.

17 **6.12.2** Consistent with Education Code 44977, if additional ab-
18 sences are necessary, and after all earned sick leave days
19 set forth in 6.12.1 above are exhausted, the bargaining unit
20 member, for each illness, shall receive the difference be-
21 tween his/her own salary and the amount paid a substi-
22 tute, or, if no substitute is employed, the amount which
23 would have been paid to a substitute, at the current per
24 diem substitute rate up to a total of five (5) calendar
25 months in which schools are in session, exclusive of the
26 earned personal illness and injury leave days at full pay.
27 The amount of salary deducted shall not exceed fifty per-
28 cent (50%) of the salary due him/her. This section is sub-
29 ject to the provisions of 6.12.3 below.

1 6.12.2.1 When adopting a child, a bargaining unit
2 member who has exhausted his/her accu-
3 mulated sick leave may use up to six (6)
4 days of differential paid leave.

5 6.12.3 Upon request of the Director of Human Resources, a bar-
6 gaining unit member shall be required to present a medi-
7 cal doctor's certificate verifying the personal injury or ill-
8 ness and/or a medical authorization to return to work. If
9 circumstances warrant it, the District, at District expense,
10 may require a bargaining unit member to visit a District-
11 designated specialist. If the report to the Superintendent
12 or designee concludes that the absence is not sufficiently
13 severe to warrant continued absence, then the Superin-
14 tendent or designee, after notice to the bargaining unit
15 member, may refuse to grant such leave.

16 6.13 Sabbatical Leave

17 6.13.1 After completing seven (7) consecutive years of full-time
18 service, a bargaining unit member will be eligible to apply
19 for a leave of absence not to exceed a one-year (1) period
20 or a leave of absence in two (2) semester periods. Said
21 seven (7) years of consecutive service shall be preceding
22 the granting of the leave. (Education Code 44967) Not
23 more than one (1) full year's leave shall be granted in each
24 seven (7) year period.

25 6.13.2 The number of bargaining unit members absent on sab-
26 batical leave at any one (1) time shall not exceed one per-
27 cent (1%) of the total number of bargaining unit members
28 employed at the time the application was made.

29 6.13.3 Sabbatical leave applications must be submitted to the
30 bargaining unit member's principal or immediate supervi-
31 sor no later than four (4) months prior to the end of the
32 semester immediately preceding the leave. The applica-

1 tion is then forwarded to the Director of Human Re-
2 sources. A committee consisting of four (4) representa-
3 tives chosen by the Exclusive Representative, five (5)
4 management representatives, including the appropriate
5 subject area coordinator, shall screen applications and
6 recommend candidates to the Superintendent for consid-
7 eration by the Board of Trustees. Whenever possible, the
8 Board will take action on Sabbatical Leaves within thirty
9 (30) days of receiving the Superintendent's recommenda-
10 tion.

11 **6.13.4** Distribution of leaves will be weighed against the follow-
12 ing criteria, listed in order of significance and importance:

13 **6.13.4.1** Specific purpose of the sabbatical leave
14 with the written endorsement of at least
15 one (1) person stating that:

16 **6.13.4.1.1** There is a District or school
17 need to be served by the
18 purposes of the sabbatical;
19 and

20 **6.13.4.1.2** To the extent possible op-
21 portunity will be provided at
22 the site supervised by said
23 management person for re-
24 sults of the sabbatical to be
25 implemented by the appli-
26 cant and evaluated by the
27 appropriate management
28 person.

29 **6.13.5** Terms and conditions of the leave shall mutually be
30 agreed upon in writing and shall include, but not be lim-
31 ited to, an indemnification bond for failure to successfully
32 complete the sabbatical program or to render the neces-

1 sary post-leave service, a stipulation to a post-leave serv-
2 ice of not less than two (2) full years of a full year of leave,
3 and one (1) full year for a half year of leave, the descrip-
4 tion of the sabbatical program, and appropriate reporting
5 procedures as may be designated by the Superintendent.

6 **6.13.6** If death prevents the bargaining unit member from ful-
7 filling the agreement to return to the service in the Dis-
8 trict, no repayment of salary will be required of the bar-
9 gaining unit member's estate.

10 **6.13.7** Incremental credit will be given for paid sabbatical leave
11 taken.

12 **6.13.8** The Board shall pay bargaining unit members who are on
13 a full year's leave 50% of their salary if they have seven (7)
14 years of service to the District, or 60% of their salary if
15 they have fourteen (14) years of service to the District, ex-
16 clusive of extra-duty pay. If the leave is for less than a
17 year, bargaining unit member's pay will be pro-rated.
18 Payroll deductions will continue during the period of
19 leave as will provisions of applicable benefits.

20 **6.13.9** Willful failure to complete the sabbatical leave require-
21 ments as agreed upon will be considered insubordination
22 and grounds for instituting dismissal proceedings. The
23 Credentials Commission of the California State Depart-
24 ment of Education shall also be alerted for possible cre-
25 dential revocation.

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ARTICLE 7

Transfers

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

7.2 Voluntary Transfers

Bargaining unit members may apply for transfer to a different site or any specific tentative opening by filing the transfer request form with the District. Following a fair interview procedure of a reasonable number of candidates, selections shall be made based solely upon the applicant's ability to meet the educational needs of the school and/or of the students with due regard for the applicant's qualifications and record of service with the District. The final selections, which shall not be arbitrary or capricious, shall be made by the Superintendent or designee. The District shall acknowledge receipt of the voluntary transfer request form within a reasonable amount of time. All applicants for a specific tentative opening will be notified electronically after the opening is filled. The goal is to maintain a list of open positions on a District web page, which will be updated every two (2) weeks.

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

7.2.2 Bargaining unit members may apply for transfer to a different site or any specific tentative opening by filing the transfer request form with the District prior to May 1. Transfer request forms shall be made available to bar-

1 gaining unit members, including those on leave, at all Dis-
2 trict sites. The transfer request form shall include space
3 for information necessary to implement this policy and
4 must be completed by any bargaining unit member who
5 desires to apply for a listed opening. Upon request, those
6 who apply for such a transfer will receive a copy of the
7 "transfer list" prior to the end of the school year. The list
8 of persons requesting transfers shall remain in effect until
9 the next May 1.

10 7.2.3 Should openings occur subsequent to June 1st, the District
11 shall publish on the District's website and post at all Dis-
12 trict school sites these position openings.

13 7.2.3.1 Applicants for a specific tentative opening
14 may apply after June 1 and before August
15 20 and will be considered for the specific
16 opening for which they apply. An ac-
17 knowledgment of the receipt of their trans-
18 fer request form will be sent to them.

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

27 7.3 Bargaining unit members who apply for open Appendix C, Part II
28 positions will be given priority over non-bargaining unit appli-
29 cants. The final selection is within the discretion of the site/district
30 management.

1 7.4 Involuntary Transfers

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

10 7.4.1 Involuntary Transfers Due to Reduction in Force

11 7.4.1.1 Efforts shall be made to secure voluntary
12 transfers from the school which must re-
13 duce staff before considering involuntary
14 transfers.

15 7.4.1.2 No bargaining unit member shall be invol-
16 untarily transferred outside his/her creden-
17 tial area. If it is educationally unsound to
18 move the least senior member, the next
19 least senior member shall be transferred.

20 7.4.1.2.1 In the event that two (2) or
21 more individuals have the
22 same seniority date, the tie
23 shall be broken by the fol-
24 lowing hierarchy of criteria.

- 25 a. Higher seniority in the
26 currently taught subject
27 area or position (coun-
28 seling, advisor, etc.)

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- b. The skills and experiences that best meet the needs of the school and/or District as determined by the principal.

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

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

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

7.4.2 Involuntary Transfers Due to Educational Needs

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

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

1 7.4.2.3 The District shall provide reasonable fore-
2 warning to candidates for involuntary
3 transfer.

4 7.4.2.4 Bargaining unit members being transferred
5 involuntarily shall be given the opportunity
6 to express a preference for the school and
7 position to which transfer is made.

8 7.4.2.5 The Superintendent/designee shall consult
9 with the Association President/designee
10 with respect to and prior to the implemen-
11 tation of an involuntary transfer. Such con-
12 sultation shall specify the educational
13 need(s) and confirm that such transfer is
14 not arbitrary or capricious.

15 7.5 Priority Transfers

16 A full time bargaining unit member who requests a transfer for two
17 (2) consecutive years and does not have the transfer granted shall
18 be guaranteed a transfer upon his/her third consecutive request.
19 This guarantee shall be dependent upon the existence of open posi-
20 tions for which the bargaining unit member is "credentialed and
21 qualified." A bargaining unit member may request a particular
22 placement and/or assignment; however, a bargaining unit member
23 is only guaranteed a position, not a specific site or assignment. If a
24 position is offered and rejected by the bargaining unit member, the
25 bargaining unit member loses priority transfer rights. For the pur-
26 poses of this provision, a bargaining unit member who submits
27 his/her third request and finds that there are no openings available
28 shall be entitled to submit subsequent requests on a consecutive
29 year-by-year basis until an appropriate opening becomes available.
30 A bargaining unit member who has been served with a notice of
31 unprofessional conduct or incompetence as specified in Education
32 Code Section 44938, or where the most recent evaluation has been
33 unsatisfactory, or where the member is currently in a remediation

1 program shall not be eligible for transfer under this section. Should
2 a bargaining unit member who is otherwise qualified for transfer
3 under this provision be exonerated of charges pursuant to the dis-
4 missal provisions for permanent employees specific in the Educa-
5 tion Code, or be exonerated of the unsatisfactory evaluation rating
6 through the grievance procedure, he/she will be eligible to apply
7 for this priority transfer upon determination of his/her case. For
8 the purpose of this section, the term "credentialed and qualified"
9 means possession of an appropriate California Credential author-
10 izing service in the subject area in which the bargaining unit mem-
11 ber has requested a transfer. In the case of a General Secondary
12 Credential or a multiple subject credential, experience teaching in
13 the given subject area for at least one (1) semester in the last ten (10)
14 years shall be required. Before a bargaining unit member who
15 qualifies for a priority transfer is offered an assignment at another
16 site, the Association and the District will meet and confer. The
17 same timelines for acceptance apply as in Section 7.2.4.

18 **7.6 Open Position(s)**

19 7.6.1 Full-time teaching positions which become open during
20 the course of the school year will be opened to those who
21 have requested transfer to the site involved and are quali-
22 fied. Minimum qualifications for the purposes of this arti-
23 cle means possession of the appropriate credential.

24 7.6.2 Full-time, non-teaching, bargaining unit positions which
25 become open during the course of the school year will be
26 opened and the positions and qualifications posted to the
27 entire bargaining unit.

28 7.6.3 Part-time non-teaching bargaining unit positions which
29 become open during the course of the school year may be
30 filled "in-house" for the duration of the school year.
31 Should such position(s) exist the pursuant year, the posi-
32 tion(s) will be opened and posted to the entire bargaining

1 unit at the end of the school year in which the position(s)
2 originally occurred.

3 **7.7 Split Assignments**

4 Bargaining unit members normally assigned to one (1) school who,
5 on a daily basis, are subject to a split assignment between sites,
6 shall teach no more than four (4) periods in a school day unless
7 otherwise requested by administration and agreed upon by the
8 bargaining unit member. The bargaining unit member shall have a
9 travel period as part of his/her working day. If a bargaining unit
10 member is assigned to three (3) or more sites, two (2) travel periods
11 will be assigned. If the total travel time is more than two (2) hours
12 per day, a timecard will be provided for the travel time over two (2)
13 hours.

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

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ARTICLE 8

Assignment/Reassignment

- 8.1 Assignment is the initial placement of a newly-hired bargaining unit member or the yearly placement within the department to which the bargaining unit member is assigned.
- 8.2 Reassignment is the placement of a bargaining unit member in an assignment within a different department at the same school site.
- 8.3 Reassignments will not be arbitrary or capricious. Such placements must conform to Education Code and credential requirements.
- 8.4 When a bargaining unit member is reassigned for disciplinary reasons, the district will follow the provisions set forth in Article 27.
- 8.5 The District will make every effort to balance teacher schedules so that equal opportunity is afforded all bargaining unit members who request to teach all levels of courses, regardless of seniority.
- 8.5.1 The process by which bargaining unit members are considered for such assignments will include consultation with the appropriate parties involved in the particular instructional area. These parties may include department chairpersons, other subject area leaders, other administrators, SACs, evaluators, and any of the individuals who have made specific requests for certain course assignments. This process will also include examination of the qualifications, credentials, training and experience of the individuals who are candidates for the position.
- 8.6 The District will make every effort to accommodate request/s by bargaining unit members to be reassigned from one department to another within a school site. The process by which bargaining unit members are considered for such reassignment shall parallel the procedures used in implementing Article 8.5.

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ARTICLE 9

Layoffs

- 9.1 Consistent with the Education Code provisions concerning layoffs, the District will honor seniority as required by Education Code 44955. As provided in the Education Code, the District will adopt a method of breaking ties in a layoff. On a "particular kind of service" layoff after credential authorization or ELL or bilingual authorization, seniority shall be the sole determinant when there is no conflict with applicable Education Code Provisions or Affirmative Action as prescribed by a court of competent jurisdiction.
- 9.2 District will concurrently notify the Association of its intention to implement layoffs (March 15 notice) for bargaining unit members and invite the Association to discuss this decision with the District including its nature and impact.
- 9.3 The District will provide the Association copies of relevant non-confidential documents concerning the layoffs.
- 9.4 If and when the procedure for layoffs is finally determined to be in the scope of representation, the District agrees to meet and negotiate a procedure with the Association

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ARTICLE 10

Summer School

10.1 If and when summer school is authorized by the Board of Trustees, the following rules will apply:

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

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

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

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

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

10.4.1 In such case that there are more applicants at a particular site than there are positions, seniority, prior participation in such special programs/activities and special training will be considered for placement.

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

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10.6 A bargaining unit member who recruits students to the extent necessary to meet District requirements for a particular course will be offered the first priority appointment, provided that the teacher's credential(s) authorizes services in the subject area of the course. Nothing in Articles 10.5 and 10.6 will compel the District to authorize summer school.

10.7 When qualifications in sections 10.4, 10.5 and 10.6 are equal, as determined by the District management person in charge of summer school, then selection shall be on a rotating schedule with the following provisions:

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

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

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

10.7.3 If more than one (1) person applies for addition to the list, seniority within the District shall determine the order of addition.

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

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ARTICLE 11

Evaluation Procedure

11.1 Temporary Teachers

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

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

11.2 Probationary Teachers

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

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

11.3 Permanent Teachers

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

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

1 11.3.3 On-track self-evaluation profiles shall be completed by all on-track
2 permanent teachers and returned to the administrator of record no
3 later than September 30 of any given year.

4 11.3.4 On-Track Procedure

5 11.3.4.1 At any time before November 1, any permanent teacher who
6 is on-track may request of the principal/director that the
7 administrator of record be changed. Should the princi-
8 pal/director agree that a change of evaluator is warranted,
9 such change will be made before any formal work on the
10 evaluation begins.

11
12 11.3.4.2 Administrators shall schedule intake interviews with on-
13 track permanent teachers. The Evaluation Option Plan shall
14 be completed at this meeting. All intake interviews shall be
15 completed by November 1 of any given year.

16
17 11.3.4.3 Permanent teachers may select from the non-traditional or
18 traditional evaluations. A plan for completion of the evalua-
19 tion must be identified in the intake interview on the Evalua-
20 tion Option form.

21
22 11.3.4.3.1 **Non-Traditional Evaluation** – A teacher may
23 work as an individual or as a member of a team
24 to complete a non-traditional evaluation project
25 reasonably related to his or her subject area and
26 expertise. This may be project-based, portfolio-
27 based, experiment-based or performance-based.

28
29 11.3.4.3.1.1 Should a permanent teacher be un-
30 able to complete the non-traditional

1 evaluation, the default process will
2 be a traditional evaluation.

3
4 **11.3.4.3.2 Traditional Evaluation** – A permanent teacher
5 selecting this method of evaluation will partici-
6 pate in a pre-observation conference, a full-period
7 observation and a post-observation conference.
8 The result of this process will be a summary letter
9 of evaluation written by the administrator of re-
10 cord. The administrator of record and the teacher
11 shall meet in the pre-evaluation conference and
12 mutually agree to the elements upon which the
13 evaluation is to be based. These elements shall
14 include: 1) objectives set for the specific lesson(s)
15 to be observed, 2) means for assessing whether
16 these objectives were met, and 3) a review of how
17 this lesson fits into the overall curriculum.

18
19 **11.3.4.3.2.1** The bargaining unit member and the
20 evaluator shall make a good faith at-
21 tempt to reach mutual agreement on
22 the member’s goals and objectives.
23 To the extent the evaluator and the
24 bargaining unit member disagree,
25 the evaluator shall state reasonable
26 goals and objectives by which the
27 member is to be evaluated. The bar-
28 gaining unit member may specify
29 his/her positions, in writing, to be
30 attached to the Evaluation docu-
31 ments, including any constraints
32 which the member believes inhibit

1 his/her ability to meet the stated
2 goals and objectives. Any dispute
3 concerning the reasonableness of the
4 goals and objectives stated by the
5 evaluator may be grieved as pro-
6 vided in Article 13 of this Agree-
7 ment.

8
9 11.3.4.3.2.2 The evaluator will notify the on-track
10 bargaining unit member of the date
11 and period when the formal observa-
12 tion will take place.

13
14 11.3.4.3.2.3 The summary letter shall be submit-
15 ted to the bargaining unit member
16 no more than 10 working days after
17 the formal observation, unless an ex-
18 tension is mutually agreed to on the
19 Evaluation Option Plan.

20
21 11.3.4.3.2.4 The bargaining unit member will be
22 given the opportunity to sign and
23 date the summary letter signifying
24 that he/she has read the document
25 and has been provided the opportu-
26 nity to attach a written response that
27 shall become part of the permanent
28 record.

29
30 11.3.4.4 All aspects of non-traditional or traditional evaluations, ex-
31 cept for the exit interview, must be completed by April 15 of
32 any given year unless mutually agreed to by the bargaining

1 unit member and the administrator of record. Any exten-
2 sion of these dates must be made in writing on the Evalua-
3 tion Option Plan not later than April 15.

4
5 11.3.4.5 An exit interview will occur for each on-track permanent
6 employee not later than April 30 of the evaluation year, un-
7 less mutually agreed to in writing on the Evaluation Option
8 Plan.

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

15
16 11.3.4.7 At the exit interview, bargaining unit members must be told
17 of their status for the following year: off-track, on-track or
18 on remediation.

19
20 **11.3.5 Placement on the Remediation Track**

21
22 11.3.5.1 A permanent employee must have been on-track immedi-
23 ately prior to being placed on remediation.

24
25 11.3.5.2 Prior to placing a permanent employee on remediation, the
26 administrator of record must meet the following require-
27 ments:

28
29 11.3.5.2.1 The administrator of record must observe the
30 permanent teacher at least two (2) times in the
31 first semester, with no observation occurring

1 within five (5) working days of another observa-
2 tion.

3
4 11.3.5.2.2 The administrator of record must observe the
5 permanent teacher at least three (3) times in the
6 second semester, with no observation occurring
7 within five (5) working days of another observa-
8 tion.

9
10 11.3.5.2.3 All second semester observations must be com-
11 pleted by April 15.

12
13 11.3.5.2.4 At the conclusion of each observation, and within
14 five (5) working days, a written note identifying
15 both weaknesses and recommendations for cor-
16 rection of these weaknesses must be given to the
17 permanent teacher.

18
19 11.3.5.2.5 A formal evaluation must be completed in each
20 semester prior to the permanent teacher being
21 placed on remediation.

22
23 11.3.5.2.6 The second formal evaluation must be completed
24 by April 15 but not before March 1. This formal
25 evaluation must occur after the second semester
26 observations have been completed.

27
28 11.3.5.2.7 If the teacher is to be placed on remediation, the
29 second summary letter, completed within five (5)
30 working days of the formal evaluation, shall iden-
31 tify the permanent teacher's performance as "un-
32 satisfactory" and "needing remediation."

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11.3.5.2.8 At the permanent teacher’s exit interview, the bargaining unit member shall be notified of his/her status for the following year as “on remediation.”

11.3.5.2.9 If a permanent teacher is going to be placed on remediation, neither the administrator of record nor the bargaining unit member may waive the timelines for completion of the evaluation process during the on-track year.

11.3.6 Remediation Year

11.3.6.1 A Remediation Plan must be completed by the administrator of record, and the permanent teacher must be notified of the plan no later than the fifth working day of the school year in which the bargaining unit member will be on remediation.

11.3.6.1.1 The administrator of record will attempt to meet and share the remediation plan with the permanent teacher in person; however, should the bargaining unit member be unavailable, the remediation plan shall be mailed, by registered mail, to the last residence address the site administration has for the member. This letter shall be post-marked no later than the fifth working day of the school year in which the bargaining unit member will be on remediation.

11.3.6.2 Permanent teachers on remediation shall participate in the PAR program, Article 34, as referred teachers.

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

11.3.6.3.1 Observations in the second semester shall precede the formal evaluation.

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

11.3.6.3.3 The second semester formal evaluation shall be completed by April 15.

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

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

1 11.3.6.4.2 A permanent teacher who has been partially suc-
2 cessful during the remediation year, as identified
3 by the administrator of record on the Remedia-
4 tion Plan, shall be placed on remediation for the
5 subsequent year.

6
7 11.3.6.4.3 A permanent teacher who has been unsuccessful
8 during the remediation year, as identified by the
9 administrator of record on the Remediation Plan,
10 shall be placed on the “Unsatisfactory Evaluation
11 Track.”

12
13 11.3.6.5 If the permanent teacher who is on remediation is going to
14 be placed on the unsatisfactory evaluation track, the second
15 semester summary evaluation letter shall identify the bar-
16 gaining unit member’s performance as “unsatisfactory.”

17
18 **11.3.7 Unsatisfactory Evaluation Track**

19
20 11.3.7.1 The Board of Trustees shall receive the name and evaluation
21 record of any bargaining unit member placed on the unsatis-
22 factory evaluation track no later than the first Board of Trus-
23 tees’ meeting of the new school year. The Board will ap-
24 prove the concerted efforts of the site and district admini-
25 stration to either remediate or dismiss the permanent teacher
26 placed on the unsatisfactory evaluation track.

27
28 11.3.7.2 Consistent with the Education Code, a permanent teacher on
29 the unsatisfactory evaluation track may find himself/herself
30 facing dismissal proceedings. At any point, the bargaining
31 unit member who shows a good faith effort at correcting the
32 deficiencies may be removed from the unsatisfactory evalua-

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

Evaluation Article Terms and Definitions

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

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

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

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

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

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

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

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

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

34
35 **Project-Based Evaluation** – Project-based evaluation may be based upon the partici-
36 pation of an individual teacher or a team of teachers in a project reasonably related to
37 the individual's or team's subject area or expertise. The completed project may be as-
38 sessed through observation and a review of all documents generated throughout the
39 evaluation period.

1
2 **Experiment-Based Evaluation** – Experiment-based evaluation may involve using new
3 methodologies, perhaps teaming with other teachers with a focus upon inter-
4 disciplinary instruction and the development of new lessons.

5
6 **Portfolio-Based Evaluation** – Portfolio-based evaluation may be based on the collec-
7 tion of “best lessons” or projects and activities utilized with the students for inclusion in
8 a portfolio. The completed project may be assessed through observations of some of
9 the “best practices” and a review of the final portfolio. The portfolio should be a com-
10 plete teacher’s guide to each of the lessons or projects included.

11
12 **Performance-Based Evaluation** – Performance-based evaluation may focus upon an
13 instructional unit consisting of at least five (5) lessons. The teacher will evaluate stu-
14 dent mastery of the unit objectives through performance or authentic assessment tech-
15 niques. The administrator of record will be invited to observe such demonstrations of
16 competence. Documentation created during this project may be made available to in-
17 terested staff.

18
19 **Evaluation Option Plan** – Form used to establish the on-track employee’s evaluation
20 plan for the year.

21
22 **Observation Form** – A written note including comments by the administrator of re-
23 cord during a short period of observation. For a bargaining **unit** member who is or
24 may be placed on remediation, the comments must include both weaknesses observed
25 and recommendations for correction of these weaknesses.

26
27 **Remediation Plan** – A formal written plan identifying specific goals and objectives, as
28 well as timelines and activities that need to be met and completed in order for the bar-
29 gaining unit member on remediation to improve his/her performance as an educator.

30
31 **Day of School (Work Day)** – Any bargaining unit member’s mandatory working day
32 (presently 182 work days in a contractual year).

ARTICLE 12

Personnel Files

- 12.1 No materials other than standard record keeping material shall be placed in a bargaining unit member's personnel files without first making a copy available to the bargaining unit member. (Education Code 44031)
- 12.2 Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies, at the bargaining unit member's expense, of materials in such teacher's personnel file. Said bargaining unit member shall have the right to inspect any personnel files pertaining to him/her at any time during business hours.
- 12.3 The person/persons who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which the material was drafted.
- 12.4 Access to personnel files shall be limited to the members of the District administration on a need-to-know basis. Board members may request the review of a teacher's file at a duly constituted personnel session of the entire Board. The contents of all personnel files shall be kept in the strictest confidence.
- 12.5 The East Side Union High School District, in its employment relationship with certificated bargaining unit members, shall in all respects continue to abide by the collective bargaining agreement language as specified in this Article. Further, it is noted by the District that each bargaining unit member has specific statutory rights provided for and guaranteed by the Fifth and Fourteenth Amendments to the Constitution, and by case law including, but not limited to, *Skelly v. State Personnel Board* (1975), *Weingarten v. NLRB* (1975), *Miller v. Chico* (1979), and Education Code 44031, 44663, 44664. It is further understood that these rights apply to all files, including electronic files. The District further agrees to inservice

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

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ARTICLE 13

Grievance Procedure

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

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

13.2 A grievance cannot be filed on, and this grievance procedure does not apply to, the content of evaluation of members of the unit, except for alleged violation of procedural matters.

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

13.3.1 A group grievance is a grievance which involves the same or similar factual situation and the same District management employee, provided the claim is signed or initiated by those involved in the group grievance.

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

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

1 **13.6 Level 1**

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

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

20 **13.8 Level 2**

21 If the grievant is not satisfied with the disposition of his/her griev-
22 ance at Level 1, he/she must, within five (5) school days (as docu-
23 mented by postmark or by e-mail date) of the conclusion of Level 1
24 present such grievance to the Director of Employer-Employee Rela-
25 tions. The grievance shall be agendized for the Level 2 Grievance
26 Panel review.

27 **13.8.1** The Level 2 Grievance Panel, which shall be comprised of
28 two (2) Association members and two (2) certificated ad-
29 ministrators, shall meet the first Tuesday of each month,
30 with the exception of June, which may have a special
31 hearing schedule which facilitates completing the Level 2

1 grievance processing by June 30. All Level 2 grievances
2 shall be handled during the month they are agendized.

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

5 13.8.3 Level 2 Committee: By the second week of school the As-
6 sociation and District shall each compile a list of ten (10)
7 people who are qualified and willing to participate on the
8 Level 2 Panels. From this list and prior to the October
9 panel hearing, the Association President and Director of
10 Employer-Employee Relations shall assign Panel mem-
11 bers and alternates to particular hearing dates.

12 13.8.3.1 Training for Level 2 Committee Members:
13 The twenty (20) members of the Level 2
14 Committee shall participate in a joint
15 training process.

16 13.8.4 Level 2 Panel Reporting: At such time as the Panel makes
17 a decision, the Director of Employer-Employee Relations
18 and Association President shall be informed by the full
19 panel of said decision. Within five (5) days, the District
20 shall deliver to the Association a written response to the
21 Level 2 findings.

22 13.9 Level 3

23 If the Association chooses to move the grievance to Level 3, the As-
24 sociation shall notify the District of this determination, in writing,
25 within ten (10) days from receipt of the District's response to Level
26 2 findings. Following such notification, the Association shall con-
27 tact the appropriate arbitrating body within five (5) days. The As-
28 sociation may request that the District participate in State funded,
29 non-binding mediation. If the Mediation is not successful, the
30 timelines for arbitration remain intact. The Association may also
31 request that the District participate in a Mediated Arbitration,
32 which would be binding on the parties. Should Mediated Arbitra-

1 tion not be acceptable to the parties, the grievance will go to Arbi-
2 tration that would be binding on the parties.

3 **13.9.1** Should the grievance be submitted to Level 3, none of the
4 paperwork submitted at Level 2 shall be used in the posi-
5 tions forwarded either by the District or the Association.

6 **13.9.2** The Association and the District shall attempt to agree
7 upon an arbitrator. If no agreement can be reached, they
8 shall request the State Conciliation Service or American
9 Arbitration Association to supply a list of five (5) names of
10 persons experienced in hearing grievances in public
11 schools. Each party shall alternately strike a name until
12 only one (1) name remains. The remaining name on the
13 list shall be the arbitrator. The Association shall strike the
14 first name. The hearing shall be conducted under the
15 rules of the American Arbitration Association in effect at
16 the time of the Arbitration. The fees and expenses of the
17 arbitrator and the hearing shall be borne equally by the
18 District and the Association. All other expenses shall be
19 borne by the party incurring them. The arbitrator shall, as
20 soon as possible, hear evidence and render a decision on
21 the issue or issues submitted to him/her. If the parties
22 cannot agree upon a submission statement, the arbitrator
23 shall determine the issues by referring to the written
24 grievance and the answers thereto at each step. The arbi-
25 trator will have no power to add to, subtract from or
26 modify the terms of this Agreement or the written poli-
27 cies, rules, regulations and procedures of the District. Af-
28 ter a hearing and after both parties have had an opportu-
29 nity to make written arguments, the arbitrator shall sub-
30 mit in writing to all parties his/her findings and recom-
31 mendations which shall be final and binding.

32 **13.10** Reporting to the Board of Trustees: A bi-monthly report, jointly
33 compiled by the District and the Association, shall be made to the
34 Board of Trustees reviewing the status of grievances. This report

1 shall be accepted at the open session of the Board and may include
2 discussion as an agendized report.

3 13.11 The Association will notify the District annually of its designated
4 grievance representatives who will receive time off from duties for
5 the processing of grievances past Level 1.

6 13.11.1 Whenever possible, the designated representative shall in-
7 form his/her immediate supervisor at least twenty-four
8 (24) hours prior to his/her release from duties for griev-
9 ance processing. Such time off shall be limited solely to
10 representing a grievant in a conference with a manage-
11 ment person, beyond Level 1, and does not include use of
12 time for matters such as gathering information, inter-
13 viewing witnesses, or preparing a presentation.

14 13.12 If a grievance is not resolved by the end of the school year, and the
15 grievant is unable to carry it through the vacation period, it shall be
16 continued to the next contractual year. Upon resumption of the
17 procedure, the time limits as agreed to in the grievance procedure
18 shall be adhered to.

19 13.13 Should a grievance not be resolved by the end of the terminating
20 dates of the contract, the grievance procedure as set forth in this
21 Agreement shall remain in effect until resolution of said grievance.

22 13.14 The District's records dealing exclusively with the filing and proc-
23 essing of a grievance shall be maintained separately from the
24 grievant's personnel file.

25 13.15 All records used in this grievance procedure which may come from
26 personnel file(s) maintained by the District will be returned to
27 those files without indication that they had been used in this griev-
28 ance procedure.

29 13.16 The Association as the Exclusive Representative reserves its Rodda
30 Act rights to represent named bargaining unit member(s), at the re-
31 quest of the grievant(s), at any or all levels of the grievance process.

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ARTICLE 14

Hours

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

14.1.1 Those bargaining unit members, such as psychologists, nurses, speech therapists, etc., who are not held to supervision as designated in 14.2, will be at their assigned workstations for 7.5 hours, exclusive of a duty-free lunch.

14.1.2 Effort shall be made between the parties to create consecutive periods of teaching assignments for full time bargaining unit members who request part time status. Should the schedule be unable to accommodate such consecutive scheduling, the administrator will offer the bargaining unit member a full time assignment.

14.2 In addition to the workday indicated in 14.1 above, full-time bargaining unit members shall participate in other duties for a maximum total of thirty (30) hours, which shall include, but not be lim-

1 ited to: activities supervision, mandatory back-to-school night, site
2 and District meetings, department meetings and other assignments
3 consistent with the Education Code and the policies and regula-
4 tions of the District.

5 14.2.1 Part time bargaining unit members may be assigned su-
6 pervision for a percentage maximum consistent with their
7 employment status. Back-to-school night shall be a man-
8 datory part of the assigned supervision hours.

9 14.2.2 Bargaining unit members and their immediate supervi-
10 sors may develop a modified supervision plan, which de-
11 fines their supervision responsibilities for a given school
12 year. Such responsibilities may include use of the bar-
13 gaining unit member's duty free lunch, preparation time,
14 and time immediately before or after school. Participation
15 by the bargaining unit member in such a modified super-
16 vision schedule shall be voluntary.

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

24 14.4 The number of scheduled workdays for bargaining unit members,
25 with the exception of Children's Center Instructors, shall be one
26 hundred eighty-two (182).

27 14.5 All full time bargaining unit members for whom the high school
28 principal is the immediate supervisor shall have a preparation pe-
29 riod. The bargaining unit member's preparation period is intended
30 to be used for professional purposes which may include but not be
31 limited to the preparation of lessons, meetings with students, or

1 carrying out other duties as assigned by the principal or designee
2 when the need arises.

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

12 14.6 Bargaining unit members who are assigned to more than two (2)
13 preparations for the ensuing year shall be notified by the Principal
14 or designee(s) as to the reason for said assignment prior to making
15 the assignment. For the purposes of this section, bilingual and shel-
16 tered courses constitute separate preparations. Combined courses
17 taught during one (1) period are considered a single preparation.

18 14.6.1 The District shall make every effort to assign bargaining
19 unit members no more than three (3) preparations unless
20 agreed to by the member.

21 14.7 The District and the Association agree to find a means by which
22 they can provide certificated librarian services for each site ex-
23 cluding on-site continuation schools.

24 14.8 All teachers shall be notified of their tentative assignment for the
25 ensuing school year on or before July 1. In departments with de-
26 clining enrollment/staff, such notice may be "unassigned-pending
27 staff determination." If any known changes should occur after July
28 1, the affected teachers shall be re-notified as to such changes as
29 soon as possible.

30 14.9 Recognizing that teacher attendance is important to the continuity
31 of instruction, the district will make every effort to conduct re-
32 quired workshops during special schedules or inservice days.

1 14.10 The District will make every effort to hire a new teacher whenever
2 the need in a subject area at one (1) site reaches a .60 FTE. Should a
3 suitable candidate not be available, sixth (6th) period assignments
4 will first be offered to properly credentialed tenured teachers. If it
5 becomes necessary to offer the position to a temporary or proba-
6 tionary teacher, an ESTA representative will be involved in the
7 process.

8 14.11 Department chairpersons shall be confirmed by a simple majority
9 vote of all members within a department at each site. The principal
10 will submit one (1) name (or more in the event of co-chairs) for a
11 yes or no vote by the members of the department. Should a major-
12 ity of the department members vote no, the principal shall submit
13 one (1) new name (or more in the event of co-chairs) and proceed
14 with the same voting process. If the vote results in a tie, the princi-
15 pal may cast the tie-breaking vote. The voting shall be by secret
16 ballot. Voting shall be monitored by the site principal and an ESTA
17 representative.

18 14.11.1 The selection will be held every two (2) years on even-
19 numbered years (May 2000, May 2002, etc.) The selection
20 will follow the process outlined in 14.11. This selection
21 process shall occur between May 1 and May 15 of those
22 even-numbered years, and the transition shall become ef-
23 fective July 1 of those years.

24 14.11.2 Any department chair position that becomes open will be
25 filled using the process outlined in 14.11 above.

26 14.11.3 Members have the right to vote in each department to
27 which they are assigned.

28 14.12 The Children's Centers will be open on the same days as the Dis-
29 trict office is open for business.

30 14.12.1 Current Children's Center bargaining unit members will
31 not be reduced to less than eight (8) hours per day or
32 twelve (12) months per year without their agreement.

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14.12.2 Each certificated Children's Center Instructor in the first three (3) years of employment shall have fifteen (15) days of paid leave annually. Children's Center Instructors with more than three (3) but less than five (5) years of employment shall have twenty (20) days of paid leave annually. Children's Center Instructors with more than five (5) years of employment shall have thirty (30) days of paid leave annually. Such leave shall be prorated for hours and months worked and accrued monthly. At the end of each fiscal year (June 30), a Children's Center Instructor may carry forward accrued leave up to a maximum of one (1) year. Such leave carried forward must be used by the end of the subsequent fiscal year. A Children's Center Instructor who leaves the employ of the District will be compensated for any unused accrued leave, up to a maximum of one (1) year's accrual, at the bargaining unit member's current pay.

14.12.3 Bargaining unit members working a reduced schedule (months and/or hours) shall accrue annual leave on a pro-rated basis following the formula in 14.12.2.

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ARTICLE 15

Class Size

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

<u>Department</u>	<u>Class Size</u>
Art	29
Business Education.....	29
Typing/Keyboard.....	40
English.....	30
Foreign Language	29
Homemaking.....	29
Industrial Education.....	29
Mathematics.....	32
Performing Arts	30
• Band, Choir, Drama excepted	
Physical Education.....	42
Reading	
• Improvement & Development	20
• Other, Non-Remedial.....	30
Safety Education	35
Science	32
Social Science.....	32

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

ELL

LA 1, LA 220

LA 3, Reading 3.....25

Bilingual/Sheltered.....25

Freshman Orientation (Independence model).....30

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

15.2 Every effort should be made at and between schools to bring all individual class enrollments as close as possible to the department maximums listed above.

15.2.1 Additional requirements include:

A. Site staff will contact each feeder school no later than the third week of June to verify the number of incoming 9th graders by category (ELL, Special Education, Regular Education, etc.). The District will share demographic projections for each school site with the Association.

B. The Deputy Superintendent and Association President will meet at the discretion of the Association President from June 1 to September 1 to review progress in master schedule development and compliance with Article 15.

C. By the end of the third week of August, sites will finalize all “mechanical” adjustments to their master schedules, except for extenuating circumstances which will be reported to the Deputy Superintendent and explained to

1 the ESTA Building President at the August meeting with
2 the Associate Principal (APED).

3 D. By the end of the third week of August, all sites will pro-
4 vide the Deputy Superintendent copies of scheduling
5 runs which show a minimum of 90% of the total (aggre-
6 gate) student body placed in six (6) classes. These classes
7 shall not include non-instructional titles such as “Open
8 Period”, “See Counselor,” “See Administrator” and so
9 forth. Any site needing to make changes in teacher allo-
10 cations will notify the Deputy Superintendent at this
11 time.

12 E. Sites which have not met the 90% standard will take
13 steps (designated by the Deputy Superintendent) to reme-
14 dy this condition within a stipulated timeframe. Such
15 steps may include the assignment of additional work-
16 days for site staff, the District-level management of the
17 scheduling process and/or other actions deemed appro-
18 priate and necessary by the Deputy Superintendent in
19 order to achieve the standard. Such steps will be com-
20 municated to the Association on a site-by-site basis.

21 F. Prior to the opening of school, class size maximums shall
22 be reset to limits as outlined in this Article.

23 G. Dates in section 15.2.1 are predicated on an opening of
24 school in the last week of August. Any earlier school
25 opening will adjust these dates accordingly.

26 15.2.2 The District shall make available to the Association President
27 the current version of the template by August 1 of each year
28 or at the conclusion of any revision.

29 15.2.3 The completion of all class size balancing according to the
30 “every effort” standard shall occur by the end of the seven-
31 teenth (17th) day of school each semester and continue there-
32 after for the remainder of the semester.

1 15.2.4 The District will provide the Association read-only access at
2 the Mt. Hamilton Offices to its scheduling and class size da-
3 tabases and report generating capabilities for all sites, classes
4 and teachers through the use of SASI or equivalent software.
5 Costs for hardware and installation and maintenance of
6 software shall be borne by the Association.

7 15.2.5 Each site Associate Principal (APED) or equivalent adminis-
8 trator shall meet with his/her site Association Representa-
9 tive in the two (2) summer weeks prior to the opening of
10 school for the purpose of sharing information relative to the
11 status of the site master schedule.

12 15.3 As soon as possible in July of each year, the District and the Asso-
13 ciation shall agree upon the choice of an arbitrator to be used
14 should an expedited arbitration as described in section 15.7 become
15 necessary. A date will be agreed to which falls as close as possible
16 to the twenty-fifth (25th) day of the beginning of the first semester
17 for the appearance of the arbitrator.

18 15.3.1 The cost of the arbitration, except for representation fees,
19 will be shared equally by the parties. Any of the above
20 timelines may be extended by mutual written agreement.

21 15.3.2 If the Association cancels the arbitration, it will bear the Ar-
22 bitrator's cancellation cost.

23 15.4 The Board of Trustees, following prior notification and consultation
24 of the Exclusive Representative, reserves the right to exceed maxi-
25 mums in section 15.1 under exceptional circumstances.

26 15.5 If team teaching or other forms of large group instruction are util-
27 ized, those classes will not generate compensation pursuant to 15.8.
28 If two (2) or more teachers from different departments voluntarily
29 choose to pair or tandem teach, the maximum class size will be the
30 average of the class size limits for those departments and will not
31 affect class limits for other classes in those departments. In addi-
32 tion, physical education classes will be computed on a period basis

1 for compliance with 15.1 and 15.2 and compensation pursuant to
2 15.8.

3 If a teacher voluntarily accepts an instructional aide, the class size
4 limit will be increased by five (5). The administration reserves the
5 right to assign an instructional aide to a teacher; should this occur,
6 the class size limit will not be affected.

7 15.6 On a voluntary basis, bargaining unit members may agree to teach
8 six (6) periods during one (1) semester and four (4) periods in the
9 other semester. A part-time bargaining unit member may teach
10 more sections during one (1) semester than the other. A full-time
11 assignment is ten (10) periods per school year.

12 15.7 Before the seventeenth (17th) day of each semester, the District and
13 the Association shall meet at the District Office or other mutually
14 acceptable location to review current class size loads at every site.
15 Agreement shall be reached about possible solutions for solving
16 overages. These solutions shall be formally transmitted to every
17 site within one (1) day, with a copy provided to the Association.
18 The Associate Principal (APED) at each site shall respond to each
19 proposed solution, with a copy provided to the Association. By the
20 end of the twenty-first (21st) day of each semester, a review of the
21 current master schedule by these same parties shall either yield
22 agreement that compliance has been met, or, in the case of a dis-
23 agreement, the grievance(s) relative to class size will be consoli-
24 dated and heard according to the following “expedited” arbitra-
25 tion.

26 Procedure:

27 15.7.1 The Association shall contact the arbitrator to confirm the
28 hearing date.

29 15.7.2 The hearing will be transcribed and the parties will be
30 permitted to submit pre-hearing or post-hearing briefs to
31 the arbitrator, provided a copy is simultaneously served
32 on the representative of the other party.

1 15.7.3 The award, if any, of the arbitrator shall be binding on
2 both parties.

3 15.7.4 If a hearing is called to resolve first semester issues, the
4 arbitrator shall retain jurisdiction in Article 15 matters
5 through the remainder of the school year. A date shall be
6 set for the arbitrator's reappearance as close as possible to
7 the twenty-second (22nd) day of the second semester.
8 Costs of subsequent hearings with the arbitrator will be
9 allocated according to the agreement in section 15.3.1.

10 15.7.5 Any of the above timelines may be extended by mutual
11 written agreement.

12 **15.8 Compensation Payments**

13 Calculations for class overage payments will begin with the twenty-
14 fifth (25th) workday for the first semester and the fifteenth (15th)
15 workday for the second semester. Compensation will be computed
16 weekly and paid at the end of each semester.

17 15.8.1 After the twenty-fifth (25th) work day of the first semester
18 or the fifteenth (15) of the second semester, any teacher
19 who has a class which is in excess of the maximum listed
20 in 15.1 by more than one (1) student shall be compensated
21 at a rate of \$1.00 per student per day for each student in
22 excess of the one (1) student allowance.

23 15.8.2 Any teacher whose total class load for all classes is ex-
24 ceeded by more than three (3) students shall receive \$1.00
25 per student per day for each student over that three (3)
26 student limitation.

27 15.8.2.1 For the purposes of this section, total class
28 load shall be determined as the summation
29 of the department maximum numbers for
30 each of the classes taught by a bargaining
31 unit member.

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15.8.3 A bargaining unit member shall receive compensation under 15.7.1 or 15.7.2, whichever is greater.

15.8.4 For physical education classes only, class averages shall be computed on a period-by-period basis. For any period, the calculation shall be determined by taking the number of sections during the period and dividing the total number of students by the number of sections. Should the calculation result in an average of more than forty-two (42) students, the teachers teaching PE classes during that period shall receive compensation at a rate of \$1.00 per student per day, computed weekly, beginning the twenty-second (22nd) work day of the semester, for each student more than three (3) students over forty-two (42).

15.9 The department maximums cited in 15.1 may be exceeded if all the members of a department agree in writing to waive the maximums or if a teacher and the Association agree in writing to waive the maximum. Such waivers shall be made on a timely basis. The Association agrees not to withhold such waivers unreasonably. These exceptions shall not be included in the computation of department maximums or compensation.

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

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ARTICLE 16

Permit Teachers

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

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ARTICLE 17

Safety Conditions of Employment

17.1 Pursuant to section 49079 of the Education Code, the District shall inform bargaining unit members of pupils who have engaged in, or are reasonably suspected of engaging in, the suspendable or expellable acts listed in section 48900 of the Education Code. A written description of the rights and duties of all administrators and teachers with respect to student discipline, including the use of corporal punishment and the rights of the suspended students, shall be included in the District's insert in the bargaining unit member's faculty handbook.

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

17.3 Teachers shall immediately report cases of battery which they have suffered in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the police.

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

17.4.1 The District shall notify bargaining unit members in writing at least three (3) months prior to the expiration of their TB certification. Bargaining unit members who have not met this certification requirement by their expiration date shall be warned in writing and given ten (10) work-

1 ing days to meet this requirement. Upon expiration of ten
2 (10) days, if this requirement is still not met, the Director
3 of Employer-Employee Relations shall enter a letter of
4 reprimand in the bargaining unit member's file.

5 17.5 In an environment where students are expected to display an iden-
6 tification badge, the District and the Association recognize the need
7 to be able to readily identify any person on any campus or the Dis-
8 trict Office who is a District employee or legitimate visitor. To this
9 end, bargaining unit members agree to wear or carry an appropri-
10 ate identification badge and produce it when requested.

11 17.5.1 The badge will contain a picture of the employee, the em-
12 ployee's name, title and work site. The District agrees to
13 provide the badging service at no cost to the employee
14 and the employee agrees to wear or carry the badge while
15 in the performance of district-related duties. The Associa-
16 tion understands that the wearing or carrying of the iden-
17 tification badge is mandatory, and repeated failure to
18 wear or carry the badge may result in disciplinary action
19 up to and including placing a letter in the bargaining unit
20 member's personnel file. Repeated failure to wear or
21 carry the badge will not be construed as insubordinate or
22 unprofessional conduct.

23 17.6 Only qualified and trained personnel shall provide and conduct
24 necessary specialized health care procedures to high school stu-
25 dents, including, but not limited to: dispensing medication, cathe-
26 terizations, crede, diapering, injections, ileostomies, colostomies,
27 gastrostomies, tracheostomy, suction, oxygen administration, gav-
28 ing feeding and draining. It shall not be expected that classroom
29 teachers will perform these duties.
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ARTICLE 18

Teaching Conditions

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

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

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

18.4 By October 15 of each school year, each principal shall establish a site-based decision making team. The purview of this team shall include, but not be limited to, modifications, changes, alterations, or termination of local school practices and procedures which may affect bargaining unit members. The Association's building president or designee shall hold a seat on this committee. The committee shall be solely responsible for its internal organization and procedures.

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

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

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

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

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

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

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

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

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18.7 Academic Freedom

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

18.8 Personal Freedom

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

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ARTICLE 19

Part-Time Employment and Full-Time Retirement Benefits

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

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

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

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

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

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

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

1 as listed in Appendix C of this Agreement shall be given
2 only if the duties are actually performed.

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4 19.1.5.1 The bargaining unit member shall retain all
5 other rights and benefits for which the bar-
6 gaining unit member makes the payments
7 that would be required if the bargaining
8 unit member remained in full-time em-
9 ployment.

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

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

16 19.1.7 STRS regulations shall be followed.

17 19.1.8 Personal illness and injury leave shall vary directly to the
18 proportion of full-time employment.

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

23 19.1.9.1 Mutual acceptance of the program, by the
24 District and the bargaining unit member,
25 shall be accomplished by April 30 of the
26 same year.

27 19.1.10 After the bargaining unit member has accepted the as-
28 signment, either the bargaining unit member or the Dis-
29 trict may revoke the Agreement if such revocation is done
30 within ten (10) working days of acceptance. Working

1 days are days which the District office is open for busi-
2 ness.

3 19.1.10.1 If a bargaining unit member wishes to ter-
4 minate the agreement after that period, re-
5 turn to full employment shall be at the op-
6 tion of the District.

7 19.1.11 Bargaining unit members who elect to retire under provi-
8 sion of this section shall be considered for consultant work
9 by the District.

10 19.2 This District agrees to implement Education Code Section 22726
11 and Section 44929, and appropriate regulations (AB 960--Hughes)
12 for bargaining unit members who wish to retire and meet the eligi-
13 bility requirements of those provisions.

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ARTICLE 20

Savings Provisions

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

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

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ARTICLE 21

No Strike, No Lockout

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

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ARTICLE 22

Support of Agreement

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

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ARTICLE 23

Effect of Agreement

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

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ARTICLE 24

Completion of Negotiations

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

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ARTICLE 25

Term

25.1 This Agreement shall remain in full force and effect up to and including August 31, 2005, and thereafter shall continue in effect year by year unless one (1) of the parties notifies the other, in writing, no later than March 15, 2005, of its request to modify, amend or terminate the Agreement.

25.2 On or before April 1, 2005, both parties shall meet and negotiate in good faith. Any agreement reached between the parties shall be reduced to writing and signed by them.

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ARTICLE 26

Compensation and Benefits

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

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

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

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

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

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

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

26.7 Resident substitutes shall be compensated at the rate indicated in Appendix B.

26.8 Bargaining unit members who qualify and perform service will be compensated by hourly pay in the categories and amounts indicated in Appendix B.

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

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

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

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

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

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

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

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

26.16 The District shall provide a vision benefit plan for bargaining unit members. The cost of the plan shall not exceed \$150,000 per year.

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

26.18 All benefits shall be extended to domestic partners as defined by the benefits carriers.

26.19 The District shall provide a fully-paid term life insurance to all bargaining unit members in the amount of \$25,000 each.

26.20 Any retired bargaining unit member with a retirement date prior to August 31, 2002, shall have retiree benefits as defined by contract language at the time of retirement.

26.21 Bargaining unit members at least 55 years of age who retire from active service after August 31, 2002, and who have served the District a minimum of twenty (20) years shall receive a District-paid HMO until the retiree reaches age 65.

26.22 Consistent with the medical plan provisions, at any time the retiree may pay through the District the cost of a District-offered medical plan to bargaining unit members for the retiree's spouse or domestic partner at the time of retirement.

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

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ARTICLE 27

Discipline

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

27.2 Disciplinary penalties may be assessed only for just cause; however, any transfer, reassignment, reduction in rank or privilege used as penalties must be reasonably related to an appropriate remedy. No disciplinary penalties shall be imposed through evaluation. Except as provided in article 14.11 of this Agreement, bargaining unit members will not be removed from their added instructional responsibilities outlined in Appendix C of this Agreement without reasonable notice, fair investigation, and legitimate reason(s).

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

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

27.5 Any proposed suspension or dismissal of a bargaining unit member, except suspension under impelling circumstances, shall be stayed until completion of the grievance process if such action is challenged.

27.6 Permanent bargaining unit members may be discharged pursuant to the Education Code. Probationary bargaining unit members may be discharged consistent with the provisions of this Article.

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ARTICLE 28

Public Complaint

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

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

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

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

28.1.4 Complaints which are withdrawn or shown to be false shall neither be placed in the bargaining unit member's personnel file nor utilized in any evaluation or disciplinary action against the bargaining unit member. Should the administrator determine that the substance of a complaint is true, following this procedure, the complaint may

1 be placed in the bargaining unit member's personnel file.
2 Any complaint, which is neither determined to be true or
3 false, will be put in a "complaint file" for a period of three
4 (3) years. Such a complaint will be discarded after three
5 (3) years from the date of the complaint, unless a similar
6 complaint regarding the same bargaining unit member is
7 filed; in that case, the first complaint will become part of
8 the new complaint file and will be dealt with consistent
9 with this procedure as a part of the second complaint.

10 Should the bargaining unit member's immediate supervi-
11 sor determine that the complaint is either "true" or "nei-
12 ther true nor false," he/she will issue a written report
13 which will summarize all information considered and
14 state the basis for determining whether the pub-
15 lic/employee complaint is true, or determined neither to
16 be true nor false. The bargaining unit member will be
17 given a copy of the administrator's report in a timely
18 manner. Any written response made by the bargaining
19 unit member will be attached to the written report of the
20 administrator.

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

24 **28.1.5** If the bargaining unit member believes the decision made
25 by the supervisor is in error, he/she may appeal directly
26 to the Board of Trustees in closed session seeking a review
27 of the determination. The Board's investigation shall fol-
28 low all procedures set forth in this contract agreement. A
29 joint report shall be forwarded to the Board containing
30 both the administrative perspective and the bargaining
31 unit member/Association perspective. If the Board sus-
32 tains the public complaint and the District has not issued
33 a reprimand, suspension or dismissal of the bargaining
34 unit member pursuant to Article 27 of this Agreement, the

1 district shall place the complaint, the Board response and
2 attachments, the Superintendent's report, and/or the no-
3 tation of the Board's action into a sealed envelope which
4 shall have the memorandum contained in Appendix I
5 placed on its cover. If a reprimand, suspension, dismissal
6 or other disciplinary action results at any point from such
7 a complaint, such action is subject to the provisions of Ar-
8 ticle 27.

9 **28.1.6** As provided in Education Code, Section 44031, a bar-
10 gaining unit member will be given released time to re-
11 spond to any information of a derogatory nature before it
12 is put in his/her personnel file.

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ARTICLE 29

Special Education

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

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

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

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

29.5 The District agrees to attempt, whenever possible, to maintain a class size for low functioning students at 14-16.

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

29.7 Resource Specialist Program staff, and where applicable Special Day Class staff, have as a component of their assignment the following responsibilities, to include but not be limited to, direct student instruction, screening and diagnostic testing, developing prescriptive programs, conferring with parents and teachers, maintaining records, planning training for school staff and parents, as-

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sisting regular classroom teachers in program planning for main-streamed students, and completing Individual Education Plans (including convening and participating in the IEP meetings) in a timely manner.

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ARTICLE 30

Alternative Education

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

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

30.3 Transfer

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

30.4 Assignment/Reassignment

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

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

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

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30.5 Hours

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

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

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

30.5.4 A preparation period of no less than 60 minutes will be assigned to bargaining unit members at the alternative education sites. This assignment will be made during non-instructional time by the coordinator/principal, and it is intended for professional purposes which may include, but not be limited to, collaboration with team members, preparation of lessons, meetings with students, and carrying out of other duties as assigned.

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30.6 Teaching Conditions

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

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

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

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

1 30.6.1.1.3 Upon agreement of bargain-
2 ing unit members at sites
3 with less than eight (8) FTE,
4 sites may be combined and
5 have one (1) committee if a
6 plurality of those affected at
7 each site agree.
8

9 **30.7 Class Size**

10 **30.7.1** The maximum class size enrollments at alternative sites
11 will be as follows.

12		
13	Foothill Continuation classes	23
14	Foothill Off-Site Continuation classes	23
15	Family Learning Center classes	23
16	On-Site Continuation classes	22
17	GED Preparation classes	26
18	Middle College classes	30
19	Independent Study	25
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21 **30.7.2** Summer school classes taught at continuation school sites
22 will reflect department class sizes set forth in Article Sec-
23 tion 15.1.
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ARTICLE 31

School-Wide Change

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

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

31.2 Topics for consideration by a site may be generated by the school leadership or the faculty, and there must be mutual interest, as defined by the 18.4 Committee, by the parties in working toward a school-wide change goal in order for it to have momentum.

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

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

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

31.6 The 18.4 Committee shall determine the timeline for implementation.

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31.7 Any bargaining unit member wishing to leave a site as a result of the implementation of a school-wide initiative shall be treated as a priority transfer.

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ARTICLE 32

Professional Development

32.1 The California Professional Growth Manual published by the Commission on Teacher Credentialing is available online at www.ctc.ca.gov, as well as at the District Office and Santa Clara County Office of Education.

32.2 The District shall by October 1 announce a list of the names and work locations of persons who have been designated by the District to serve as professional growth advisors. No bargaining unit member shall be designated as a professional growth advisor.

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

32.4 SCHOOL SITE PROFESSIONAL DEVELOPMENT COMMITTEE ELECTIONS

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

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

A teacher representative from the English, Mathematics, Social Science, Science, and Foreign Language departments receiving the most votes shall be appointed to the Committee. The teacher receiving the highest number of votes, excluding the aforementioned five (5) teachers, shall be named as the sixth (6th) member of the committee, as an at-large member. If the specified departments do not have an elected representative, then the opening shall be filled by an at-large member identified through the election process. If

1 fewer than six (6) bargaining unit members are nominated and
2 elected for the six (6) positions, volunteers from the necessary area
3 (department or at-large) shall be utilized to create the full comple-
4 ment.

5 32.5 SB 1193 requires that the content of the per diem days addresses in-
6 structional methods, including teaching strategies, classroom man-
7 agement and other training designed to improve pupil perform-
8 ance, and academic content in the core curriculum areas. The Dis-
9 trict agrees to pay all participating bargaining unit members per
10 diem for attending an entire day of inservice training as defined by
11 SB 1193. A part-time bargaining unit member will receive full-time
12 per diem, if, and only if, he/she attends the full day. Per diem is
13 defined as 1/182 of a bargaining unit member's placement on the
14 salary schedule.

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

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ARTICLE 33

Signature Page

FOR THE BOARD

FOR THE ASSOCIATION

Date

Date

Team Chairperson

Team Member

Team Member

Team Member

Team Member

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ARTICLE 34

Peer Assistance and Review

34.1 Purpose

34.1.1 The Peer Assistance and Review Program (“Program”, AB 1X) allows exemplary teachers to assist permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, classroom management and teaching methodologies.

34.1.2 The assistance shall be provided through Consulting Teachers as described in sections 34.2.12 and 34.4 of this Article. This assistance is supportive in nature and in no way evaluative (the procedures and processes of which are set forth in Article 11 of this Agreement and Education Code 44660, et seq.), except for making available to the evaluator the Consulting Teacher’s report (34.5.4) of a bargaining unit member’s participation in the Program.

34.1.3 The Program resources shall be utilized in the following priority: first, for Referred Participating Teachers; second, for first and second year teachers, complementing the District’s new teacher support programs; and thereafter, other experienced teachers.

34.2 Definitions Applicable to this Article

34.2.1 First-year Teacher—Any individual assigned to provide instruction to pupils in a classroom setting for his/her first (1st) year, regardless of credential or intern status.

34.2.2 Second-year Teacher—Any individual assigned to provide instruction to pupils in a classroom setting for his/her second (2nd) year, regardless of credential or intern status.

- 1 34.2.3 Experienced Teacher—Any teacher with more than two (2)
2 years of teaching experience.
- 3 34.2.4 Referred Participating Teacher—A bargaining unit member
4 with permanent status who has received an “unsatisfactory
5 evaluation,” as identified in Article 11 of this Agreement, be-
6 cause his/her evaluator has determined that s/he needs remedia-
7 tion in one (1) or more of these areas: subject matter knowl-
8 edge, teaching strategies, classroom management and teaching
9 methodologies.
- 10 34.2.5 Voluntary Participating Teacher—Any experienced teacher
11 participating in the Program other than a Referred Participating
12 Teacher.
- 13 34.2.6 Participating Teacher—This is a general category including all
14 possible participants: voluntary, referred and first or second
15 year teachers.
- 16 34.2.7 Evaluator—An administrator appointed by the District to evalu-
17 ate certificated teachers.
- 18 34.2.8 Consulting Teacher—An exemplary teacher meeting the re-
19 quirements of section 34.4 who is selected by the Joint Panel to
20 provide Program assistance to Referred and Participating
21 Teachers.
- 22 34.2.9 Joint Panel—The five (5) member panel responsible for admin-
23 istering the Program.
- 24 34.2.10 District and Association Representatives— Superintendent or
25 designee and East Side Teachers Association President or des-
26 ignee.
- 27 34.3 Governance
- 28 34.3.1 The date of implementation of the Program shall be the 2000-
29 2001 school year.

1 34.3.2 The Program will be administered by a Panel consisting of five
2 (5) members, of whom the Association appoints three (3) per-
3 manent certificated classroom teachers and the District appoints
4 two (2) administrators. There shall also be one (1) ex officio
5 member selected by the Association and one (1) ex officio
6 member selected by the District. These ex officio members
7 shall be nonvoting members of the Panel unless acting as alter-
8 nates for their respective constituencies. All members of the
9 Panel, voting and nonvoting, shall be trained to meet the re-
10 sponsibilities of the Panel.

11 34.3.2.1 The process of naming the five (5) Panel mem-
12 bers and two (2) alternates shall require the As-
13 sociation to recommend ten (10) qualified, in-
14 terested Association candidates. The District
15 shall select four (4), three (3) of whom are par-
16 ticipants and one (1) of whom is an alternate.
17 Similarly, the District shall recommend seven
18 (7) qualified, interested administrators, from
19 whom the Association shall select three (3), two
20 (2) of whom are participants and one (1) of
21 whom is an alternate.

22 34.3.3 Terms of Panel Members

23 34.3.3.1 For the first (1st) year of Program implementa-
24 tion, one (1) teacher Panel member shall serve a
25 one-year (1) term, one (1) teacher Panel mem-
26 ber shall serve a two-year (2) term, and one (1)
27 teacher Panel member shall serve a three-year
28 (3) term. In subsequent years teacher Panel
29 members shall each serve a three-year (3) term.

30 34.3.3.2 For the first (1st) year of Program implementa-
31 tion, one (1) District Panel member shall serve a
32 one-year (1) term, and the second (2nd) District
33 Panel member shall serve a two-year (2) term.

1 In subsequent years, District Panel members
2 shall each serve a two-year (2) term.

3 34.3.3.3 Association Panel members shall serve on the
4 panel for no more than two (2) three-year (3)
5 terms, or six (6) years. The District Panel
6 members shall serve on the panel for no more
7 than three (3) two-year (2) terms, or six (6)
8 years.

9 34.3.4 Quorum

10 34.3.4.1 The Panel will make all decisions by majority
11 vote of the members present, provided that at
12 least four (4) of the five (5) Panel members are
13 present to constitute a quorum for the purposes
14 of meeting and conducting business.

15 34.3.5 Duties of the Panel

16 34.3.5.1 The Panel's primary responsibilities involve
17 selecting and overseeing Consulting Teachers,
18 establishing the annual budget for this Program
19 as provided herein, and determining the Pro-
20 gram's design for the coming year, based upon
21 the needs of those participating in the Program.
22 In addition, the Panel is responsible for

- 23 a. reporting to the Referred Participating
24 Teacher, the Evaluator and the governing
25 Board the specifics set forth in section
26 34.5.7 of this Article,
- 27 b. reporting annually to the Governing Board
28 and the Association regarding the Pro-
29 gram's impact and making recommenda-
30 tions for improvement of the Program,

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- c. assigning Consulting Teachers based on the selection process provided in section 34.4,
- d. receiving Consulting Teachers' reports on Referred Participating Teachers,
- e. resolving issues and problems that may arise between a Consulting Teacher and the Participating Teacher,
- f. determining the appropriate training for the Consulting Teachers,
- g. coordinating with the District to provide training and retraining for Consulting Teachers, for Panel members, and, where appropriate, for Participating Teachers,
- h. evaluating Consulting Teachers and their documentation, and
- i. establishing internal operating procedures necessary to carry out the requirements of this Article and the Education Code.

34.3.5.2 Establishment of Annual Program and Budget:

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

34.3.5.2.1 Beginning on or after May 15, but no later than June 1 of each fiscal year, the Panel will establish a Program and budget for the succeeding year that will include the following:

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- a. estimated State revenues for the Program,
- b. projected total number of Participating Teachers,
- c. projected number of Consulting Teachers needed to serve the projected need,
- d. projected expenditures necessary to implement assistance plans developed by Participating Teacher, Consulting Teacher and, where appropriate, Evaluator, and
- e. projected costs for training, administrative overhead, etc.

34.3.5.2.2 By June 1, the Panel will approve the Program and proposed budget. Should the Panel fail to reach consensus on these matters, it shall refer the matter to the Association and District representatives for resolution.

34.3.5.3 Compensation and Released Time for Panel Members:

34.3.5.3.1 For the first year of the Program (implementation through 6-30-01), each regular Panel member, for both the Association and the District, shall receive \$2000.00. The ex officio member shall re-

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ceive a pro-rated amount based upon the percentage of time he or she spends acting as an alternate to the committee and being trained.

34.3.5.3.2 For each subsequent year of the Program (beginning 7-1-01 through 6-30-02), each regular Panel member, for both the Association and the District, shall receive \$1000.00. The ex officio member shall receive a pro-rated amount based upon the percentage of time he or she spends acting as an alternate to the committee and being trained.

34.3.5.3.3 Panel members shall be given a reasonable amount of released time to complete the duties of the panel. The Panel will determine this amount, subject to the approval of the District and Association representatives.

34.3.5.3.4 As part of establishing the annual budget (see section 34.3.5.2.1 of this Article), the Panel may recommend increases or decreases in the foregoing stipends and/or released time, subject to the approval of the District and Association representatives.

1 34.4 Consulting Teachers

2 34.4.1 Minimum Qualifications of a Consulting Teacher shall be that
3 he or she is:

4 a) a permanent credentialed classroom teacher with at least
5 five (5) years of teaching experience, where the assignment
6 immediately prior to selection as a Consultant Teacher
7 must be at least three (3) periods where he or she is
8 “teacher of record,”

9 b) an exemplary teacher with strong communication skills,
10 vast subject matter knowledge, strong understanding and
11 implementation of classroom control and a mastery of a
12 range of teaching strategies and methodologies, and

13 c) the holder of such qualities and abilities as may be identi-
14 fied by the Panel and may be recommended by the District
15 and/or Association for the Panel’s consideration.

16 34.4.2 The selection process for applicants for Consultant Teachers
17 shall be determined by the Panel and shall include provisions
18 for observation of Consulting Teacher applicants by the Panel.
19 The process may also include components such as application
20 forms, required letters of reference from colleagues (teachers
21 and administrators), and interviews with the Panel. The Panel
22 shall publicize in writing the specific application procedures.

23 34.4.3 Number, Training and Terms of Consulting Teachers:

24 34.4.3.1 The Panel shall make every effort to facilitate
25 the training of Consulting Teachers by the
26 commencement of the 2000-2001 school year
27 through an appropriate training system, as de-
28 termined by the Panel.

29 34.4.3.2 Support provided by Consulting Teachers may
30 take the form of an after-hours assignment, part-
31 time release or full-time release to fulfill their

1 duties as Consultant Teachers. Determination
2 of such placement rests solely with the Panel
3 but will include input from the Consultant
4 Teacher and Participating Teacher.

5 34.4.3.3 Once selected and trained, a Consulting Teacher
6 will serve a one-year (1) term with an opportu-
7 nity for a one-year (1) extension as determined
8 by the Panel.

9 34.4.4 Duties and Compensation

10 34.4.4.1 Consulting Teachers shall provide services, in-
11 cluding, but not limited to, support, assistance
12 and the facilitation of specialized assistance to
13 Participating Teachers. Consulting Teachers
14 shall also review Referred Participating Teach-
15 ers, as specified in Section 34.5.

16 34.4.4.2 Consulting Teachers shall be compensated at a
17 rate consistent with that paid to mentor teachers,
18 adjusted for the number of Participating Teach-
19 ers with whom they work, the form that the as-
20 sistance takes, and the use of released time to
21 complete their component of the Program. The
22 Panel shall set compensation amounts.

23 34.5 Referred Participating Teachers

24 34.5.1 A Referred Participating Teacher, as defined in section 34.2.4 of
25 this Agreement, must participate in the Program.

26 34.5.2 The Panel shall assign each Referred Participating Teacher a
27 Consulting Teacher.

28 34.5.3 The Consulting Teacher's assistance and review shall focus
29 upon the specific areas recommended for improvement by the
30 Participating Teacher's Evaluator in the Performance Improve-

1 ment Plan that is developed after the teacher receives an unsatis-
2 factory evaluation as set forth in Article 11.

3 34.5.3.1 The recommendations in the Performance Im-
4 provement Plan shall be considered part of the
5 Referred Participating Teacher's performance
6 goals for the period of participation in this Pro-
7 gram.

8 34.5.3.2 The Evaluator, Consulting Teacher and Referred
9 Participating Teacher shall meet and discuss, 1)
10 the recommended areas of improvement out-
11 lined by the Evaluator in the Performance Im-
12 provement Plan, and 2) the types of assistance
13 that will be provided for by the Consulting
14 Teacher.

15 34.5.3.3 The Consulting Teacher and the Evaluator are
16 expected to establish a cooperative relationship
17 and shall coordinate and align the assistance
18 provided to the Referred Participating Teacher,
19 consistent with the Performance Improvement
20 Plan.

21 34.5.3.4 To the extent that not every goal identified in
22 the Performance Improvement Plan may be able
23 to be addressed by the Consulting Teacher, it is
24 agreed that it may be necessary to draw upon
25 outside resources. In such case, the Consulting
26 Teacher shall maintain prime responsibility for
27 the goals outlined in the meeting identified in
28 section 34.5.3.2, and he/she shall make other re-
29 sources available to the Referred Participating
30 Teacher through his/her funds.

1 34.5.4 Consulting Teacher's Report to the Panel: On or before April 1
2 of each year, the Consulting Teacher shall complete a written
3 report documenting the participation of the Referred Participat-
4 ing Teacher in the Program.

5 34.5.4.1 The report shall be anecdotal in nature, identi-
6 fying the dates of contact between the Consult-
7 ing Teacher and Referred Participating Teacher
8 and the areas of the Performance Improvement
9 Plan focused upon during those interactions.

10 34.5.4.2 Ten (10) working days prior to this report being
11 submitted to the Panel, the Evaluator shall re-
12 view the report and identify whether he or she
13 believes the Referred Participating Teacher has
14 satisfactorily met the goals set forth in the Per-
15 formance Improvement Plan, would benefit
16 from continued participation in the Program, or
17 has not satisfactorily completed the elements of
18 the Performance Improvement Plan. The
19 Evaluator shall give the report back to the Con-
20 sulting Teacher.

21 34.5.4.3 At least five (5) days prior to the report being
22 submitted to the Panel, the Consulting Teacher
23 shall make a copy of the completed report avail-
24 able to the Referred Participating Teacher.

25 34.5.5 Rights of the Referred Participating Teacher Associated with
26 the Report

27 34.5.5.1 A Referred Participating Teacher shall be enti-
28 tled to affix his/her comments to all reports gen-
29 erated by the Consulting Teacher prior to their
30 submission to the Panel.

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34.5.5.2 The Referred Participating Teacher, his/her ESTA representative, and the Evaluator may be present for the Consulting Teacher’s report to the Panel. However, none of these individuals may be present during deliberations of the Panel, which are closed and confidential. The Panel may request additional follow-up information from these individuals.

34.5.6 The report identified in section 34.5.4 shall be included as part of the Referred Participating Teacher’s annual evaluation and placed in the official personnel file.

34.5.7 Panel’s Report to the Board of Trustees: After receiving the report identified in section 34.5.4, the Panel shall report, in writing, to the Governing Board. The report shall identify the results of the Program, specifically, the number and type of participants, the number and type of Consulting Teachers, and the success of the Program based upon the original goals set forth in section 34.3.5. Such report shall not include the names of Participating Teachers.

34.6 Voluntary Participating Teachers

34.6.1 Experienced Teachers, as defined in section 34.2, desiring assistance in improving their practice, may apply to the Panel for such assistance on a confidential basis. The applicants shall be required to provide information as determined by the Panel.

34.6.2 The Panel shall have the authority to accept or reject applications for voluntary participation and shall give priority as follows:

- a) experienced Teachers who choose to disclose to the Panel that such application has been made because of the recommendation of their Evaluator,
- b) experienced Teachers who are new to the District, and

- 1 c) any other Experienced Teachers.
- 2 34.6.3 If the Panel accepts an application, it shall assign the Voluntary
3 Participant a Consulting Teacher.
- 4 34.6.4 If a teacher is accepted into the Program as a volunteer, docu-
5 mentation will not be placed in the personnel file.
- 6 34.6.5 Any reports forwarded to the Board of Trustees shall only iden-
7 tify the number of Voluntary Participants in the Program. No
8 names shall be included.
- 9 34.6.6 Unless otherwise determined by the Panel, applications for Vol-
10 untary Participants shall be due to the Panel by May 15 of any
11 given year.
- 12 34.7 First and Second Year Teacher Support Program
- 13 34.7.1 Mentors for first and second year teachers shall be trained as
14 Consulting Teachers and paid through agreements made by the
15 Panel for such compensation.
- 16 34.7.2 First and Second Year Teachers shall participate in the Program.
- 17 34.7.3 For each First and Second Year Teacher participating in the
18 Program, the Panel shall appoint a Consulting Teacher.
- 19 34.7.4 There shall be no reports to the Panel required of the Consulting
20 Teachers working with first and second year teachers. How-
21 ever, Consulting Teachers who are working with BTSA-
22 participating teachers shall have to meet the requirements of the
23 BTSA program.
- 24 34.7.5 Any reports forwarded by the Panel to the Board of Trustees
25 shall only identify the number of First and Second year Teacher
26 participants in the Program. No names shall be included.
- 27 34.7.6 No reports generated in the Program relative to First and Second
28 Year Teachers shall be placed in personnel files.

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34.8 Other Provisions

34.8.1 No Encroachment/Loss of Funding/Excess Revenue

34.8.1.1 Expenditures for this Program shall not exceed revenues received from funds made available through passage of AB 1X (1999, Villaraigosa) or successor legislation, excluding the allowable administrative cost.

34.8.1.2 It is understood that this program shall terminate if for any reason there exists an inability for full funding thereof through AB 1X (1999, Villaraigosa), or successor legislation.

34.8.2 Board/District Reservation of Rights

34.8.2.1 Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information that it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment certificated employees.

34.8.2.2 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education code relating to the employment, classification, retention or non-retention of certificated employees.

34.8.2.3 Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

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34.8.3 Participation in PAR is Non-management

34.8.3.1 Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions as defined in the EERA (i.e., Government Code section 3540.1, subdivisions [g] and [m]).

34.8.4 Immunity from Liability

34.8.4.1 The District shall hold harmless the members of the PAR Panel and the Consulting Teachers from any liability arising out of their participation in this program as provided in Education Code section 44503, subdivision (c).

34.8.5 Confidentiality

34.8.5.1 All proceedings and materials related to the administration of this Article shall be strictly confidential. Therefore, Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article. Violations of confidentiality shall be addressed through legal recourse other than contractual grievance processes.

34.8.6 Right of Representation

34.8.6.1 A Referred Participating Teacher shall have the right to be represented by ESTA in any meetings of the Panel to which he/she is called or has the right to attend. He/She shall be given reasonable opportunity to present his/her point of view concerning any report being made.

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34.8.7 Grievability

34.8.7.1

A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations or decisions of the Panel, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program. Although violations of confidentiality are not grievable, they may be addressed through other legal recourse.

APPENDIX A

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2 A.1 Effective August 1, 1998, advancement beyond Column C will be
3 commensurate with Education Code/Title V requirements in addi-
4 tion to the indicated number of semester hours.

5 A.2 Career increments beyond year 12 will be on an annual basis at the
6 beginning of the school year. To meet the requirements of this sec-
7 tion, any decimal .5 or higher will be rounded up to the nearest
8 whole year. Any decimal .49 or less will be rounded down to the
9 nearest whole year.

10 A.3 All salary schedule changes, Appendix B pay rate changes and Ap-
11 pendix C stipend amount changes shall be effective the first work-
12 day of the school year. Compensation for attendance at District-
13 held new teacher orientation workshops and AB 1193 staff devel-
14 opment days that are held prior to the first day of school shall be at
15 new pay rates.

16 Schedule of Qualifications

17 A.4 All bargaining unit members start in the proper column and range
18 as defined below.

19 A.5 All units (semester hours) from an accredited institution, graduate
20 or undergraduate, earned after date of completion of the bachelor's
21 degree shall count full credit toward initial placement on the salary
22 schedule. Additionally, temporary employees shall have the right
23 to submit to the District units earned toward a credential while
24 pursuing a bachelor's degree for consideration on a case-by-case
25 basis. After initial placement, all units earned in other than a four-
26 year (4) college or university must have written approval of the Di-
27 rector of Human Resources, preferably prior to registration for the
28 course.

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

7 1 unit = 15 hours of instruction

8 2 units = 30 hours of instruction

9 3 units = 45 hours of instruction

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

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

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

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

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

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

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

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

A.9 Placement of Nurses

A.9.1 Nurses will be placed on the basic salary schedule.

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

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

CERTIFICATED SALARY SCHEDULE

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2002-2003 – COLA received.

2003-2004 – COLA received.

2004-2005 – COLA received.

1. Effective Base Revenue Limit per ADA will be defined as the product of the Total Base Revenue Limit per ADA (EDP024) from the SACS J200/J201 Financial Report and the State School Deficit Factor (EDP086).
2. COLA received by the district will be defined as the percent increase of the current year’s Effective Base Revenue Limit per ADA over the previous year’s Effective Base Revenue Limit per ADA.

**CERTIFICATED SALARY SCHEDULE
2002 – 2003**

Step	BA A	BA + 30 B	BA + 45 C	60 w/MA 65 w/o MA E
1	\$41,151	\$41,737	\$42,326	\$43,502
2	\$41,152	\$42,326	\$42,914	\$44,089
3	\$41,152	\$42,914	\$43,502	\$49,173
4	\$41,737	\$46,734	\$49,267	\$51,801
5	\$46,828	\$49,362	\$51,896	\$54,430
6	\$49,456	\$51,990	\$54,524	\$57,058
7	\$52,085	\$54,618	\$57,152	\$59,686
8	\$54,713	\$57,246	\$59,781	\$62,315
9	\$57,341	\$59,875	\$62,409	\$64,942
10	\$59,969	\$62,504	\$65,037	\$67,570
11	\$62,597	\$65,132	\$67,665	\$70,199
12	\$65,226	\$67,760	\$70,293	\$72,827
16			\$72,405	\$74,939
20			\$74,516	\$77,050
24			\$76,626	\$79,160
28			\$78,737	\$81,271
32			\$80,850	\$83,384

Master's Degree \$1,411/year

Doctorate Degree \$1,881/year

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APPENDIX B

Hourly Pay

Effective: August 26, 2002 – August 31, 2003

Job	Hourly Rate
Regular Hourly Rate	\$29.50
Summer School Teacher*	\$31.70
Resident Substitute	\$31.70
Extra Period	\$35.00

*Includes compensation for preparation time and orientation.

These are the hourly rates for 2002-2003.

Each rate will be advanced by COLA for 2003-2004 and 2004-2005.

1 **APPENDIX C**

2 **Part I**

3 **Added Instructional Responsibility**

4

5 **CATEGORY I**

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

13 **CATEGORY II**

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

21 **CATEGORY III**

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

30 **NON-CATEGORICAL**

- 31 Head Counselor Department Chairperson
- 32 Student Advisor Technology Mentor

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34 Category placement is determined by the site administration.

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36 * These two stipend categories will be eliminated as each current bargaining unit member serving in

37 these capacities at the sites ends his/her willingness to continue in the extra pay responsibilities.

1 APPENDIX C

2 (continued)

3 Effective: August 26, 2002 – August 31, 2003

4 **Class**

5	Category I	\$1,271
6	Category II	\$1,908
7	Category III	\$2,543
8	Head Counselor	\$2,331
9	Technology Mentor	\$3,179
10	Student Advisor	\$3,603
11	Psychologist	\$4,928
12	Nurse	\$4,928

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14 **Department Chairperson Schedule**

15	Department Chairperson (1-4 FTE)	\$1,271
16	Department Chairperson (5-8 FTE)	\$1,696
17	Department Chairperson (9-14 FTE)	\$2,119
18	Department Chairperson (15-24 FTE)	\$2,543
19	Department Chairperson (25+ FTE)	\$2,967

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21 **Each rate will be advanced by COLA for 2003-2004 and 2004-2005.**

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APPENDIX C

PART II

COACHING/ATHLETIC PAY

CATEGORY I

Assistant Frosh-Soph Football

CATEGORY II

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

CATEGORY III

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

1 **Appendix C**

2 **Part II**

3 **COACHES SALARY SCHEDULE**

4 **Effective: August 26, 2002 – August 31, 2003**

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Category	Years Coaching in ESUHSD			
	1-2	3-5	6-8	9+
I	\$1,897	\$2,187	\$2,326	\$2,458
II	\$2,079	\$2,216	\$2,420	\$2,624
III	\$2,353	\$2,490	\$2,694	\$3,149

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13 Each rate will be advanced by COLA for 2003-2004 and 2004-2005.

- 14 C.1 Persons serving as chairpersons of combined departments shall be
- 15 compensated at a rate 1.5 times the pay for the department in the
- 16 highest category.
- 17 C.2 Extra pay shall be awarded a bargaining unit member who is as-
- 18 signed a regular, continuing extra duty in addition to his or her nor-
- 19 mal assignment.
- 20 C.3 Extra duty is interpreted as being the responsibility for instruction,
- 21 scheduling and/or supervision of a group of students in an author-
- 22 ized activity or assigned leadership of an instructional department, or
- 23 equivalent.
- 24 C.4 Director of Human Resources must approve all extra-duty assign-
- 25 ments in excess of two (2) per year.
- 26 C.5 Athletic Directors (2 per comprehensive high school) who are class-
- 27 room teachers shall receive a .2 release. These Athletic Directors shall
- 28 be responsible to the new Athletic Director job description.

APPENDIX C STIPEND ADDENDUM

District nurses, one (1) Head Counselor and Activities Director or principal's designee (in the event that the regularly assigned personnel is unavailable for said assignment) from each comprehensive school shall work 10 extra days during the summer and be compensated his/her per diem rate. The placement of said days shall be at the discretion of the site principal.

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

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

Beginning July 1, 2002, STRS contributions generated from the following stipend positions will be credited to the bargaining unit member's STRS Defined Benefits Account.

- Advisor
- Head Counselor
- Librarian
- Nurse
- Program Specialist
- Psychologist
- Speech Therapist

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

APPENDIX D

CHILDREN'S CENTER INSTRUCTOR MONTHLY SALARY SCHEDULE (PART 1) 2002-2003

	A	B	C	D	E	F
	60	90	AB			
Step	Semester Hours	Semester Hours	Degree	AB + 15	AB + 30	AB + 45
1	\$2,707	\$2,946	\$3,185	\$3,424	\$3,663	\$3,902
2	\$2,956	\$3,195	\$3,434	\$3,673	\$3,909	\$4,148
3	\$3,204	\$3,443	\$3,680	\$3,920	\$4,158	\$4,397
4	\$3,448	\$3,688	\$3,928	\$4,166	\$4,406	\$4,647
5	\$3,698	\$3,937	\$4,178	\$4,416	\$4,654	\$4,893
6	\$3,948	\$4,185	\$4,424	\$4,663	\$4,902	\$5,141

Master's Degree \$1,411 (\$117.58/month)

Doctorate Degree \$1,881 (\$156.75/month)

Department Chair \$1,271 (\$105.92/month)

The following annual amounts are to be added:

Starting with year	8	increase to a total of \$650	(\$54.17/mo.)
Starting with year	10	increase to a total of \$980	(\$81.67/mo.)
Starting with year	12	increase to a total of \$1,311	(\$109.25/mo.)
Starting with year	14	increase to a total of \$1,642	(\$136.83/mo.)
Starting with year	16	increase to a total of \$1,972	(\$164.33/mo.)
Starting with year	18	increase to a total of \$2,303	(\$191.92/mo.)
Starting with year	20	increase to a total of \$2,633	(\$219.42/mo.)
Starting with year	22	increase to a total of \$2,964	(\$247.00/mo.)
Starting with year	24	increase to a total of \$3,294	(\$274.50/mo.)
Starting with year	26	increase to a total of \$3,625	(\$302.08/mo.)
Starting with year	28	increase to a total of \$3,955	(\$329.58/mo.)
Starting with year	30	increase to a total of \$4,286	(\$357.17/mo.)
Starting with year	32	increase to a total of \$4,616	(\$384.67/mo.)

Each rate will be advanced by COLA for 2003-2004 and 2004-2005.

APPENDIX D (Continued)

Column Placement

1. All college semester units from an accredited institution will count toward advancement on the schedule.
2. All initial placements will be at Column A until official transcripts are received in the Human Resources Office. If transcripts are received within sixty (60) days of date of hire, placement will be according to units indicated retroactive to date of hire.
3. All column changes will be effective July 1. Units for advancement on this schedule must be completed by June 30 of the year for which advancement is requested. Official transcripts and/or degrees must be submitted by August 31 of the year for which advancement is requested.
4. All salary schedule changes and step and column changes shall take effect July 1. Service for less than a full year will be prorated.
5. Career increments beyond year 6 will be on an annual basis at the beginning of the school year. To meet the requirements of this section, any decimal .5 or higher will be rounded up to the nearest whole year. Any decimal .49 or less will be rounded down to the nearest whole year.

APPENDIX E

Representation

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

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

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

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

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

APPENDIX F

Negotiation Procedure

1. Each year, by mutual agreement, working procedures for meeting and negotiating will be established.
2. Either party may utilize the services of outside consultants.
3. The District and the Exclusive Representative may discharge their respective duties required by this Agreement by means of authorized officers, individual representatives, or committees.
4. Negotiations shall take place at mutually agreeable times and places.
5. The Exclusive Representative, no later than March 15, shall designate up to six (6) representatives who shall comprise the Exclusive Representative's Negotiations Unit. These six (6) representatives shall be given released time, without loss of pay, from those non-teaching duties defined in Sections 14.2 and 14.5 of this Agreement.
 - 5.1 In addition, these six (6) representatives shall be designated by the Exclusive Representative to be eligible for released time from classroom duties, without loss of pay for purposes of meeting with District or Association representatives.
6. The District shall furnish the Association upon request two (2) copies of all budgetary and other information it produces for public release that are necessary for the Association to fulfill its role as the Exclusive Bargaining Representative.
7. As soon as practicable after the ratification of the Agreement by both parties herein, the Association will deliver to the District Office a photo-ready copy of the Agreement. The District, within fifteen (15) working days, shall reproduce and deliver 1500 copies to the Association.

APPENDIX H

Site-Based Decision-Making

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

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

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

2. If current Agreement language is to be changed or a waiver of that language is proposed, then the substitute language must be identified and submitted to the District and the Association along with the waiver proposal. Proof that a consensus occurred must be submitted to the Association and the District with the waiver.

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

4. Decisions made under this appendix shall not be used as precedent for other sites.

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SIDE LETTER OF AGREEMENT
PRESIDENT’S RELEASED TIME

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

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SIDE LETTER OF AGREEMENT

EARLY RETIREMENT INCENTIVE

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

SIDE LETTER OF AGREEMENT

INVOLUNTARY TRANSFERS RESULTING FROM OPENING OF EVERGREEN VALLEY HIGH SCHOOL

The opening of Evergreen Valley High School will be defined as the staffing process for the 2002-2003, 2003-2004 and 2004-2005 school years:

- A. The primary criterion shall be a unit member's District seniority. Other criteria that shall be considered as "educationally-related needs" are:
- 1) Holding the position of Department Chairperson (or Co-Chairperson) or holding the position of Athletic Director.
 - 2) Holding and utilizing in sheltered instruction of appropriate CLAD (or equivalent) certification.
 - 3) Holding the appropriate credential in their primary subject area (majority of their assignment).
 - 4) Teaching (with credential) unique and hard-to-fill classes (i.e. Biotechnology or Japanese).
 - 5) Maintaining the balance of male/female Physical Education Instructors.
- B. Teachers who have received funds through the Teaching as a Priority (TAP) Program and who are involuntarily transferred shall only be sent to other qualifying sites (or be responsible for reimbursing the District for funds advanced if the unit member opts to move to a non-qualifying site).
- C. Credentialed teachers shall not be involuntarily reassigned out of their current primary subject area (majority of their assignment).
- D. If a teacher is credentialed in another subject area(s) and that area has less senior unit members, the unit member shall have the option of staying at that site by moving to that department.
- E. A unit member who has been involuntarily transferred shall have the right of first refusal to return to their previous site should a full-time opening occur through the first two weeks of school. In this event, the unit member shall respond within 24 hours following notification (one business day) as to whether they shall exercise this option.
- F. The implementation of these transfers shall be done by consensus of a committee of two: the District's Director of Employer/Employee Relations and the East Side Teachers Association (ESTA) President.

SIDE LETTER OF AGREEMENT

SICK LEAVE BANK

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

- a. Have a serious illness or disability; or
- b. Have a calamity in their immediate family requiring their presence; and who
- c. Have exhausted their own accumulated sick leave.

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

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

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

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

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

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

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

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

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

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

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

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SIDE LETTER OF AGREEMENT

CHILDREN'S CENTER INSTRUCTORS' PLAN TO REDUCE EXCESS VACATION DAYS

The District and the Association agree to the following plan for Children's Center Instructors to reduce excess accrued vacation days currently on the books.

1. Excess days will be defined for each individual as the number of vacation days currently on the books, which exceed the contractually allowed number of days.
2. After November 2002 vacation hours are accrued, the number of excess days will be determined for each individual. Each Children's Center Instructor will receive a letter from the Human Resources Division stating the number of vacation days on the books and the target numbers for each subsequent year.
3. By June 30, 2003, each Children's Center Instructor will be required to have reduced the number of excess days by five (5).
4. By June 30 of each subsequent year, each Children's Center Instructor will be required to reduce the number of excess days on the books by ten (10) until the number of excess days reaches zero.
5. If, on June 30 of any year, the number of excess days on the books is greater than the target number for that year, then the number of days greater than the target number will be lost.
6. Every effort will be made to accommodate Children's Center Instructor vacation requests.

Teacher Name: _____

Date: _____

Administrator of Record: _____

Due: September 30

ON-TRACK CERTIFICATED EVALUATION PROFILE

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

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

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

Standard 1: Engaging and Supporting all Students in Learning

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

Standard 2: Creating and Maintaining Effective Environments for Student Learning

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

Standard 3: Understanding and Organizing Subject Matter for Student Learning

1.	Demonstrating knowledge of subject matter content and student development.	-	OK	+
2.	Organizing curriculum to support student understanding of subject matter.	-	OK	+
3.	Interrelating ideas and information within and across subject matter areas.	-	OK	+
4.	Developing student understanding through instructional strategies that are appropriate to the subject matter.	-	OK	+
5.	Using materials, resources and technologies to make subject matter accessible to students.	-	OK	+

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

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

Standard 5: Assessing Student Learning

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

Standard 6: Developing as a Professional Educator

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

EAST SIDE UNION HIGH SCHOOL DISTRICT 2002 - 2003 Evaluation Option Form

Name of Teacher: _____

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

Administrator of Record: _____

School: _____

Evaluation option chosen by teacher (circle one):

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

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

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

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

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

Teacher's Signature

Date
(must be completed by Nov. 1)

Administrator's Signature

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

An exit interview will occur for each on-track permanent employee not later than April 30 of the evaluation year, unless mutually agreed to in writing on the Evaluation Option Plan. CBA 11.3.4.4/11.3.4.5.

The teacher and the administrator of record agree to extend the contractual deadlines until _____, 2003.

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

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

Teacher will be (circle one): **off-track** **on-track** **on remediation** for the 2003–2004 school year.

Teacher's Signature

Date

Administrator's Signature

Date

Teacher please note:

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

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

East Side Union High School District Evaluation – Temporary

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

Administrator of Record: _____ Date of observation: _____

School: _____ Date of post-conference: _____

Brief description of the lesson, including objective:

Commendations for the lesson:

Recommendations for improving the lesson:

Areas of strength:

Areas of recommended growth:

Teacher's Signature

Administrator of Record Signature

Teachers please note:

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

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

RESOLUTION REACHED

Action Plan:

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

RESOLUTION NOT REACHED

Give details as to why a resolution was not reached.

Signature of Member (if appropriate)

Date

Signature of Association

Date

Signature of Management

Date

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

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

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

Name _____
Member/Association *Management*

List parties involved in this problem: _____

Issue/Concern/Problem: _____

Date of Occurrence: _____

Specific Contract Violation(s): _____

Remedy Sought: _____

WAIVER

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

Semester: Fall Spring Date: _____
(circle one)

DEPARTMENTAL

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

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

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

INDIVIDUAL

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

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

This waiver is for my _____ period _____ class.

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

Please print teacher's name: _____

Teacher's signature: _____

Association's signature: _____

Copies to: Director of Employer-Employee Relations, APED, Dept./Individual, ESTA