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ARTICLE 1 – AGREEMENT

- 1.1 This is an Agreement entered into effective July 1, 2006, between the Acalanes Union High School District (hereinafter referred to as “District”) and the Acalanes Education Association/CTA/NEA (hereinafter referred to as “Association”).

ARTICLE 2 – RECOGNITION

- 2.1 The District confirms its recognition of the Association as the exclusive representative for regular day school teachers, librarians, nurses, guidance counselors, psychologists and speech therapists (collectively hereinafter referred to as “unit members”).

ARTICLE 3 – SALARIES

- 3.1 The salary schedules and salary classifications requirements of all unit members are set forth in Appendix A (Salary Schedules), Appendix B (Schedule B Salary Schedule), Appendix C (Extra Duty Paid Assignments).
- 3.2 Unit members whose assignment is less than full time will be paid in direct proportion to the FTE assigned.
- 3.3 The certificated salary schedules for teaching positions, counselors, and psychologists shall be according to the revised schedules in Appendix A.
- 3.4 Step assignment and movement is based on the number of years of experience in another public or private school while possessing a valid California Teaching Credential or experience in another state while holding a credential recognized for reciprocity by the California Commission on Teacher Credentialing. New certificated employees hired by the district may transfer up to nine years of teaching service.
- 3.5 Unit members who qualify for column increase shall be paid the increased salary beginning the first day of the month following the time the employee submits proof of this increase (Ed Code 45048). Such pay shall begin no later than three pay periods or three months whichever is longer.
 - 3.5.1 All of the following count as units towards column movement
 - 3.5.1.1 Semester units (or their equivalent) above a bachelor’s degree earned at a college or university in the field in which a certificated employee is credentialed or teaches.

- 3.5.1.2 Semester units (or their equivalent) above a bachelor's degree earned at a college or university outside of the field in which a certificated employee is credentialed provided it is relevant to the employee's professional development or the employee has obtained prior approval from the district personnel administrator.
 - 3.5.1.3 Educational travel related to the employee's teaching or credential subject provided prior approval was obtained from the district personnel administrator. Units shall be awarded based on one unit per 15 hours of travel with a maximum of two units that can be received per trip. The maximum number of units that can be earned through educational travel by any individual is six.
 - 3.5.1.4 Workshop or professional development hours related to the employee's teaching or credential subject. One unit per 15 workshop hours shall be granted provided that the expense of the workshop (if any) is paid for by the employee and the activity takes place outside of contract hours. The employee must receive prior approval from the district personnel administrator unless the workshop is offered by the district in which case approval is implied.
- 3.6 Any teacher employed by the District on or before January 1, 2002 who holds or earns a CLAD/BCLAD /SB395/CTEL Certificates credential shall receive a one-time lump-sum amount of five hundred dollars (\$500).
- 3.7 The yearly stipend for a MA, MBA or its equivalent shall be \$1000. The yearly stipend for a Ph.D., JD, Ed.D., or its equivalent shall be \$1500.

ARTICLE 4 - ORGANIZATIONAL SECURITY

- 4.1 Any unit member of the Association who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 4.2 Such deduction shall be made only upon the submission of the proper dues deduction form duly completed and signed by the unit member and the Association.
- 4.3 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing within thirty days after such submission.
- 4.4 Any unit member who is not a member of the Association or who does not make application for membership within thirty days of the effective day of the Agreement, or any modification of Article 4 thereof, or within thirty days from the commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues and general assessments, payable to the Association in one lump sum payment in the same manner as required for the payment of membership dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 4.1 of this Article. In the event that such unit member shall not pay such fee directly to the Association or authorize the payroll deduction within fifteen days, the District shall begin automatic payroll deductions as provided in Education Code Section 45061, and in the same manner as set forth in Section 4.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions except as provided in Section 4.8. below.
- 4.5 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment, except that the unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor organization's charitable funds exempt from taxation under Section 501 (C) (3) of Title 26 of the Internal Revenue Code: 1) American Cancer Society Contra Cost Unit, 2) American Heart Association Contra Costa Chapter, 3) Foundation to Assist California Teachers (FACT).

Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, pursuant to Section 4.5, Paragraph 1, above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 4.1, 4.2 and 4.4 of this Article. Proof

of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been paid. Such proof shall be presented within thirty calendar days of the commencement of assigned duties in each school year. The Association shall have the right of inspection during business hours to review proofs of payment.

Any unit member making payments as set forth in this section and who requests that the grievance or arbitration procedures of this Agreement be used in his/her behalf shall be responsible for paying the reasonable cost of using the grievance or arbitration procedures

- 4.6 With respect to all sums deducted by the District pursuant to Section 4.1, 4.2 and 4.4 of this Article whether for membership dues or agency fee, the District agrees to remit such monies to the Association monthly accompanied by a list designating unit members for whom such deductions have been made.
- 4.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 4.8 The Association shall indemnify, defend and hold harmless the District, its Board members, its Superintendent, and its Assistant Superintendent, Business Services against any court action or proceeding before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee article of this Agreement or its implementation.
- 4.9 The Association shall have the exclusive right to decide and determine whether any such claim or suits referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried or appealed, but shall consult with the District prior to making such decision or determination.
- 4.10 Upon request, the District agrees to grant a maximum of two release periods for Association officers to perform unit business. The Association shall bear all payroll and any related benefits and costs, as well as costs of substitute teachers.

ARTICLE 5 - TEACHING HOURS

5.1 Unit Member's Workday:

5.1.1 The classroom unit members' workday shall include seven contiguously scheduled equal periods, only five of which shall be used for teaching. The other two periods shall be utilized for preparation and other school related activities. The classroom unit member assigned to work 1/5, 2/5 and 3/5 will be assigned one prep period, and the classroom unit member assigned to work 4/5 will be assigned 1 3/5 prep periods.

5.1.1.1 The classroom unit members' workday shall begin thirty minutes before the unit member's first scheduled period and end fifteen minutes after the last scheduled period of the day, including preparation period.

5.1.2 The Non-Classroom Unit Member's Workday: Non-classroom unit members' include counselors, librarians, speech and language specialists, psychologist, inclusion specialists, nurses, and any other non-classroom unit member positions created by the Governing Board during the duration of this Agreement.

5.1.2.1 During the 186-day school calendar, the workday for non-classroom unit members begins thirty minutes before the unit member's first scheduled period and ends fifteen minutes after the 7th period or the employee's last scheduled period of the day.

5.1.2.2 Librarians' workday shall be the equivalent number of hours as those of other certificated, non-management employees.

5.2 Classroom Unit Member Teaching Six Periods: Permanent full-time classroom unit members may teach a sixth period based upon the following conditions:

5.2.1 If no qualified part time classroom unit member at the site or at other sites is interested;

5.2.2 The District shall notify the Association (AEA President or designee) when it seems imminent that a classroom unit member will be needed to teach a sixth period. A classroom unit member will only be allowed to teach a sixth period when all other possibilities have been exhausted.

5.2.3 A teaching assignment greater than five periods is open to a permanent classroom unit member with a "Overall Rating" of "Satisfactory" on his or her last evaluation (Form B) who is assigned to teach at the site in need. If more than one qualified classroom unit member volunteers to teach a sixth period, the following criteria, in the following order or preference, shall apply:

- 5.2.3.1 Availability of the classroom unit member;
- 5.2.3.2 Valid Credential;
- 5.2.3.3 Teaching experience in the subject area;
- 5.2.3.4 Seniority in the District;
- 5.2.3.5 If all candidates meet the criteria set forth in 5.2.3 equally, then the final recommendation rests with the principal.
- 5.2.4 Any teaching assignment greater than five periods shall be with Association approval.
- 5.3 Participation in co-curriculum activities: Unit members shall participate in the following activities:
 - 5.3.1 Parent and student conferences scheduled at mutually agreed upon times.
 - 5.3.2 Department, faculty, and other meetings held during the unit member's scheduled workday.
 - 5.3.3 Back-to-School night (one per year in the fall) and Open House (one per year in the spring).
- 5.4 Extra Duty: Unit members shall participate in extra duty according to the following procedures:
 - 5.4.1 At each school site, an Activities Advisory Committee shall be established. The Committee shall be composed of an administrator designated by the principal, two classroom unit members elected by the faculty and an AEA representative. The Committee shall develop a system that assures the equitable distribution of other activity assignments requiring faculty supervision. The Committee will determine the activity assignments and present them to the principal annually. The principal shall make the final assignments.
 - 5.4.2 Those unit members who supervise activities which are listed in Appendix C (Paid Assignments) shall be remunerated at the rates set forth in Appendix C. These supervisions will not be counted towards or assigned as Extra Duty.
 - 5.4.3 Unit members who travel between two sites during the school day will be exempt from extra duty requirements at all sites where they work.
- 5.5 Substitution: When requested by an administrator any classroom unit member, including part-time classroom unit members, will substitute for another classroom unit member during his/her preparation period. Such substitution shall not exceed two substitutions per semester.

- 5.5.1 If a classroom unit member volunteers to substitute more than twice in a semester, he/she shall be paid per Schedule B.
- 5.5.2 Unit members who travel between two sites during a school day will be the last asked to do prep period substitution at the school site where they have their prep period.
- 5.6 It is agreed that unit members who are asked by their supervisor to perform their normal work duties outside of their normal work year (e.g. 504 coordinators or nurses who work during the summer to prepare materials for the follow school year) will be paid at their per diem rate.
- 5.7 Unit members, who are required by their supervisor to travel between two sites during a school day, will receive a \$1,000 stipend paid on a monthly basis. Mileage will be paid to unit members based on the current government-approved rate on the date of travel.
- 5.8 New teacher orientation, held prior to the school year, will be compensated either at the District workshop rate or with professional growth units.
- 5.9 Block Scheduling: In schools which use block scheduling, the total teaching hours and total preparation time shall be equal in any one week, the time allotted in Section 5.1 of this Article. On minimum or shortened school days, the principal may establish a schedule that differs from the standard practice here described.

ARTICLE 6 – SCHOOL YEAR CALENDAR

- 6.1 The work year for teachers and all other certificated personnel who do not have extended year assignments shall be 180 teaching days, two (2) work days, one (1) institute day, and three (3) staff development days.
- 6.2 The work year for counselors and psychologists shall be 193 service days, which include three (3) staff development days, noted in 6.1 above. The supervisor or the principal of the counselor(s) or psychologists shall meet with these employees to schedule the days worked beyond the 186-day school calendar.
- 6.4 Days or time served on extra assignments (such as summer school) shall not be counted as part of the teacher's work year.
- 6.5 The Association and the District shall meet prior to January 10 of each school year to mutually agree regarding the calendar for the following school year and a tentative calendar for the subsequent year.

ARTICLE 7 –LEAVES

7.1 Regular Leaves of Absence

- 7.1.1 Regular leaves of absence not to exceed one year may be granted by the Board upon the recommendation of the Superintendent.
- 7.1.1.1 Regular leaves of absence may be granted only to those unit members who have achieved permanent status.
- 7.1.1.2 Regular leaves of absence may be granted for the following:
- Study or travel by the employee which will benefit the schools and students of the district;
 - A temporary relocation with the employee's spouse or domestic partner from which the employee will return;
 - Personal reasons that may compel a unit member to be away from the district/area.
- 7.1.2 Employees shall submit requests for a leave of absence by March 1 or as soon as they know they will need the leave of absence.
- 7.1.2.1 Leave requests received by the district by the March 1 deadline for reasons stated in 7.1.1.2 may be approved by the district for the following school year.
- 7.1.2.2 The district shall notify employees who have requested a leave of absence by the March 1 deadline as soon as possible, but no later than 45 calendar days after receiving the request, of their approval/disapproval of the leave.
- 7.1.3 Leave requests received by the district after the March 1 deadline for the reasons stated in 7.1.1.2 may be approved by the district if a suitable replacement can be found.
- 7.1.3.1 For unit members who apply for a leave of absence after the March 1 deadline, the district will proceed with due diligence to process the applications.
- 7.1.4 If a part-time leave of absence is not approved, unit members will have the right to resign a portion of their position.
- 7.1.5 No regular leave shall be granted during the school year unless a satisfactory replacement can be obtained.

7.1.6 No salary increment shall be granted for time spent on regular leave. Upon his/her return to teaching, a unit member's salary shall be one step higher than that received during his/her last full year of service. If a teacher uses a regular leave of absence to teach in a foreign country, the District may grant additional years of service as appropriate to the unit member's experience during that time, as determined by the Director of Human Resources.

7.2 Exchange Teacher Leave

7.2.1 A unit member may be granted a leave of absence to participate in an exchange teacher program. A unit member who is granted a leave of absence as an exchange teacher will be granted the same credit for service as if the teaching had been done in the Acalanes Union High School District.

7.3 Placement on Salary Schedule Subsequent to Leave/Resignation.

7.3.1 If a unit member resigns his/her position subsequent to having been granted a leave of absence for one year, the Board may, within a two-year period of the initial granting of the leave and if a vacancy exists in the unit member's subject area, restore the unit member to the salary placement one step higher than that received during his/her last full year of service.

7.3.2 If a unit member is not granted a leave of absence and elects to resign his/her position, the District may opt to rehire the unit member should an opening exist. The District may grant the unit member permanent status with credit given for total years of services should an appropriate permanent teaching position exist. This provision is effective beginning with those who request a leave of absence for the 2007-2008 school year.

7.4 Sick/Personal Necessity Leave

7.4.1 Each unit member has twelve days of sick/personal necessity leave per school year, which is accumulated from year-to-year without limit.

7.4.2 A unit member who has been employed for a period of one or more school years, and who subsequently accepts a position in another school district, shall have transferred with him/her to the second district the total amount of leave of absence for illness or injury to which he/she is entitled under Education Code Section 44978. Employees of other school districts who are employed by the Acalanes District will be credited with the accumulated number of days of sick leave recorded in former districts under Education Code Section 44979.

7.4.3 Unit members who are absent on account of illness or accident shall be entitled to differential compensation in accordance with Education Code Section 44977.

- 7.4.4 Upon the request of the Director of Human Resources, a doctor's certificate may be requested of the unit member as proof of illness or injury after three consecutive days of absence or after twelve days of absence during one school year. Verification of need for personal necessity absence may be requested of the unit member by the Director of Human Resources after three consecutive days of absence or after twelve days of absence during one school year.
- 7.4.5 Unit members shall report their absences in advance to the Human Resources Department substitute system.
- 7.4.6 Personal necessity leave may be used by unit members for family, personal, or religious obligations. Religious obligations are defined as attendance at religious services and observance of religious holidays. The unit member must hold a sincere, bona fide religious belief as defined by the California Fair Employment Housing Act and Title VII of the U.S. Civil Rights Act.
- 7.4.7 The employee shall notify in writing the Director of Human Resources, as soon as feasible for personal necessity leave in excess of three days, except in urgent situations such as the death or serious illness of a member of the immediate family or an accident involving the employee's person or property or the person or property of a member of the immediate family.
- 7.4.8 After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed District absence form to his/her immediate supervisor.
- 7.4.9 Routine medical/dental appointments may not be scheduled on staff development days.
- 7.5 Maternity Leave
 - 7.5.1 A female unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovering there from, shall be granted a leave of absence.
 - 7.5.2 The length of the leave of absence, including the date on which the leave is to commence and the date on which the unit member will resume duties, shall be determined by the unit member and physician.
 - 7.5.3 A unit member granted a maternity leave shall be entitled to receive the compensation and benefits as provided for a leave of absence for illness.
 - 7.5.4 Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth, shall be treated the same as leaves for illness, injury or disability.
 - 7.5.5 A doctor's certificate indicating the date on which the leave is to commence and/or the date on which the unit member may resume duties shall be provided by

the unit member upon the request of the Board or the Superintendent.

7.5.6 Employees applying for maternity leave will have the option to retain and carry over two (2) days of personal necessity leave.

7.5.7 Employees on maternity leave who are receiving differential pay shall receive the difference between their daily rate of pay and the daily rate of pay for a single subject credentialed substitute as per Appendix K.

7.6 New Child Leave

7.6.1 A unit member may take a child care leave for his/her child or for the unit member's spouse's child or domestic partner's child.

7.6.2 Under this New Child Leave a unit member shall be entitled to no more than twelve (12) workdays using any accumulated sick leave and/or differential pay leave. Differential pay shall be determined by the difference between the unit member's daily rate of pay and the daily rate of pay for a single subject credentialed substitute (as per appendix K). Unit members will notify the Human Resources Department, as soon as practically possible, if the leave will exceed three contiguous workdays.

7.6.3 Any continuance must be under other leave provisions, i.e. Family Medical Leave Act.

7.7 Family Care and Medical Leave

7.7.1 Under the Federal Family and Medical Leave Act of 1993 and the California Family Right Act, eligible employees are entitled to up to 12 work weeks of unpaid, job-protected leave within a twelve-month period for family and medical reasons in accordance with the policy outlined in Appendix E. The twelve month period shall begin with the first day of FMLA leave.

7.8 Bereavement Leave

7.8.1 Each unit member is entitled to five days of bereavement leave of absence in case of the death of any member of his/her immediate family or the death of a person of significance to the unit member. Five additional days shall be allotted if the unit member is required to travel beyond the continental United States.

7.8.2 No deductions shall be made from the salary of the unit member resulting from such leave of absence. Pay deductions shall be made for any days beyond those specified above on a per diem basis.

7.9 Consultant Leave

7.9.1 A leave of absence may be approved for any unit member to perform consultant

services outside the District during working hours.

7.9.2 If the unit member is compensated for his/her services, he/she shall reimburse the District for the cost of his/her substitutes.

7.9.3 The unit member is not eligible for workman's compensation benefits from the district as a result of any injuries sustained while serving as a consultant.

7.9.4 Travel or other expenses incurred as a result of outside consultant service performed by a unit member shall not be paid by the District.

7.10 Court Duty Leave

7.10.1 Unit members shall be granted full paid leave to serve as a juror, a court witness or litigant upon being so summoned.

7.10.1.1 Members who are summoned for jury duty at a court that is more than 15 miles away from their site of employment shall be granted a full day paid leave regardless of whether they serve. The jury summons shall serve as verification for this absence.

7.10.1.2 Members who have to serve more than one day of jury duty shall surrender to the District all compensation, except that for mileage, received by the unit member for such service.

7.11 Sabbatical Leave (Full Year)

7.11.1 Granting Leaves

7.11.1.1 Sabbatical leaves of absence may be granted in accordance with Education Code Sections 44966 and 44969.

7.11.1.2 A unit member who has rendered service for at least seven consecutive years may be granted a leave of absence not to exceed one year, upon the recommendation of the Superintendent and the approval of the Governing Board, for study or travel directly benefiting the pupils of the District.

7.11.2 Application

7.11.2.1 An outline of the proposed work to be taken or travel plans must be presented at the time application is made. The unit member will sign a written statement that he/she will return to the District for two years after the leave is completed.

7.11.3 Compensation

7.11.3.1 Compensation will be in accordance with the Education Code Sections 44968 and 44968.5, which shall be equal to one-half the unit member's regular pay for the term of the leave.

7.11.4 Requirements

7.12.4.1 Sabbatical leave for study will be to complete twelve upper division or eight graduate units in one semester or ten units in a semester if it is a combination of both upper division and graduate units. At the conclusion of the sabbatical leave, such reports may be required by the Board as are agreed upon in advance.

7.12 Sabbatical Leave (One Semester)

7.12.1 The District may approve up to five sabbatical leaves for one semester at 75% of the unit member's regular pay for the semester of leave. A unit member may apply for a one-half year leave at 75% pay or a regular leave at 50% pay, but not a combination of one semester at 75% and one semester at 50%. A one-semester sabbatical at 75% pay shall be for full-time study at a college or university or research related travel. If more than five requests are received, recommendations for approval will be based upon the potential benefit to the District.

7.13 Industrial Accident Leave

7.13.1 Unit members shall be entitled to industrial accident and illness leave as authorized in Education Code Section 44984.

7.14 Acalanes Education Association Member's Leave

7.14.1 The District shall grant leave to any Association officer to participate in or attend to Association (AEA and CTA/NEA) business as set forth in Education Code section 44987 when such participation has been approved by the Executive Board or Representative Council of the Association.

7.14.2 Additionally, the District shall grant leave to any Association member to attend CTA/NEA or Association sponsored conferences, workshops, or meetings when such attendance has been approved by the Executive Board or Representative Council of the Association.

7.14.2.1 The limit of days used for such leave shall not exceed ten days in a school year for any combination of non-officer association members attending such conference or workshops.

7.14.3 The Association shall reimburse the District for the necessary ten days of substitute time for said employees.

7.15 Catastrophic Leave

7.15.1. Eligibility - Bargaining unit members may apply and be eligible to receive catastrophic leave pursuant to the following:

- 7.15.1.1 The unit member has exhausted all accrued sick leave.
- 7.15.1.2 The unit member has donated sick leave credits to the reserve during the period as defined in 7.15.6.
- 7.15.1.3 The unit member is suffering from an incapacitating illness or injury that is expected to continue for an extended period of time; i.e., for a minimum of twelve consecutive duty days as verified by an appropriate physician, and which prevents the unit member from performing his/her regularly assigned work.
 - 7.15.1.3.1 Catastrophic leave may be taken on an intermittent basis, after the twelve (12) consecutive days, if verified by a physician. Intermittent leave will only be approved after the first twelve (12) consecutive days for treatment or conditions reasonably requiring non-consecutive absences that relate to the original catastrophic illness or injury, such as chemotherapy.
 - 7.15.1.3.2 Catastrophic leave may also be used by unit members who have had to take a part time medical leave of absence because of a catastrophic illness, in order to bring the unit member up to their level of pay before taking the part time medical leave of absence, as set forth in Appendix L.
 - 7.15.1.3.3 Medical verification shall set forth that there is an incapacitating illness or injury and expected length of absence. Examples of catastrophic illness or injury include, but are not limited to, long term illnesses and/or disabilities, such as cancer, heart attacks or strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe disorders, medical complications as a result of childbirth, and Alzheimer's, which require the employee to miss a minimum of twelve (12) consecutive work days.
 - 7.15.1.3.4 Maternity leave and catastrophic leave are not to be used concurrently.

7.15.2 A unit member will be granted no more than 90 days of catastrophic leave per school year.

- 7.15.2.1 The 90 days may be used as percent increments for members on differential leave or a part time medical leave of absence in order to bring the unit member up to their level of pay before taking the part-time medical leave of absence.
- 7.15.2.2 Part time unit members may use catastrophic leave on a pro rata basis.
- 7.15.3 Catastrophic leave shall be available after exhaustion of accrued sick leave per Appendix L.
- 7.15.4 Eligible members shall only be entitled to use catastrophic leave that is available in the bank.
- 7.15.5 Catastrophic Leave Committee: An Association-District Catastrophic Leave Committee comprised of three representatives from the Association and two representatives from the District shall administer the provisions of this article. The duties and obligations of this committee shall include the following:
 - 7.15.5.1 Determine that the unit member is eligible for catastrophic leave, which may include a request for more information from the member's physician;
 - 7.15.5.2 Determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, subject to a 30-day review;
 - 7.15.5.3 Monitor of the status of the catastrophic leave bank at all times;
 - 7.15.5.4 Be bound by appropriate rules of confidentiality.
- 7.15.6 Procedure for Contributing Catastrophic Leave Credit
 - 7.15.6.1 To be a member of the Catastrophic Leave Bank, unit members must contribute one sick leave day during an annual open enrollment period.
 - 7.15.6.1.1 Catastrophic leave bank open enrollment periods begin on the first teacher work day and ends September 30, or as specified by the Joint Association-District Catastrophic Leave Committee.
 - 7.15.6.1.2 Unit members who do not contribute during an open enrollment period may not participate in the Catastrophic Leave program, and may not contribute until the next open enrollment period, as determined by the Committee.

7.15.6.1.3 Employees new to the District may contribute to the Catastrophic Leave Bank within the first 30 calendar days of employment.

7.15.6.1.4 Part-time unit members may contribute to the catastrophic leave bank on a pro rata basis during the open enrollment period.

7.15.6.2 If the number of days in the catastrophic leave bank falls below 50% of the bargaining unit member FTEs for two consecutive years, the catastrophic leave provision in this contract shall automatically be rescinded.

7.15.6.3 If the number of days in the Bank drops below the equivalent of 50% of the bargaining unit, all members shall be subject to the next open enrollment contributions requirement to be eligible for the bank from that point forward.

7.15.6.4 Days in the Catastrophic Leave Bank shall accumulate from year to year; however, such leave does not accrue to any individual employee.

7.15.6.5 Contributions of catastrophic leave credits are irrevocable.

7.15.7 Miscellaneous

7.15.7.1 Unit members receiving Workers' Compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credit provided in this section.

7.15.7.2 Approval or denial of catastrophic leave requests by the Association-District Catastrophic Leave Committee shall be final and not be subject to appeal or subject to Article 13 -Grievance Procedure of this agreement.

7.15.7.3 Family Medical Leave Act (both Federal and California) leave for the employee's own serious health condition shall run concurrent with catastrophic leave after exhaustion of differential pay.

7.15.7.4 Unit members who exhaust their catastrophic leave and Family Medical Leave Act leave in one school year may continue their health and welfare benefit coverage by paying the appropriate premiums.

7.15.7.6 The Human Resources Department will notify AEA and the Catastrophic Leave Committee of the number of days in the Catastrophic Leave Bank by August 1st of each school year.

7.16 Administrative Leave

- 7.16.1 Unit members may be placed on administrative leave. Administrative leave is defined as a paid leave of absence for the purpose of conducting district business.
- 7.16.2 In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth above will be sent to the unit member by certified mail addressed to the unit member's last know address, within five (5) days of the unit member's removal from the position, with a copy without the unit member's name concurrently provided to the Association President. While on administrative leave, the member will continue to receive full pay and benefits.

ARTICLE 8 - CLASS SIZE

- 8.1 The average class size for each department will be calculated by dividing the maximum student contacts per teacher listed in Section 8.3 of this article by five (5). In the Spring of each year, the principal or designee will meet with department chairpersons as needed to review each department’s needs and allocations. The principal or designee, together with department chairpersons, will develop the school schedule. The school schedule is subject to the final approval of the principal.
- 8.2 If there is insufficient enrollment to maintain a course, or if there are not enough sections allotted to a department to maintain the average departmental class size, the principal and department chairperson will meet to resolve the problem.
- 8.3 Department student contact limits shall be as follows:

<u><i>Department</i></u>	<u><i>Maximum Student Contacts Per Teacher</i></u>
Art	140
Technology	150
English (Journalism, Yearbook)	145
Home Economics	150
Industrial Arts	140
Foreign Language	150
Mathematics	155
Math A/B	125
Music	
Instrumental	200
Choral	275-300
English Language Development	120
Drama	145
Physical Education/Health	225
Science	150
Social Studies	155
Special Education	
Learning Center	24-28
Speech Therapist	54
Special Day	12-15

- 8.4 Class Size Reduction Classes: Classes participating in the District’s Class Size Reduction Program shall have on average no more than 20:1 school wide but in no case more than 22 students in 2 out of 3 classes. A unit member with 4 or more Class Size Reduction classes may be given one additional Class Size Reduction Class of 22. The implementation of the CSR program shall not result in enrollment overages in classes not included in the CSR program. (Education Code 52084.)

8.5 Blended Schedules: The maximum student contacts of teachers teaching in multiple departments or special programs with limited enrollments (“blended schedules”) shall be calculated proportionately. In cases of blended schedules no individual class shall exceed the average class size for the department by more than 10%.

<p><u>Maximum Enrollment Example:</u> Contract limits for someone teaching 3 sections of math and 2 sections of science: Math (31) x 3 classes = 93 Science (30) x 2 classes = 60 Total Contacts = 153</p>	<p><u>Actual Enrollment Example:</u> Math (No section exceeds 34) x 3 = 102 Science – 43 students in 2 classes = 43 Total Contacts = 145*</p>
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*Falls within maximum contact limit of 153 students and the 10% provision of Article 8.5 of the collective bargaining agreement.

8.6 Contact Overages

8.6.1 The principal shall have five (5) working days from the first instructional day of school to address contact limit overages.

8.6.2 On the 6th instructional day, or any day thereafter, an AEA representative or the affected unit member will notify the principal of any outstanding contact overages. The principal shall have five (5) working days to address contact overages identified on the 6th instructional day or any thereafter.

8.6.3 After five (5) days from the date of notification of an overage, an AEA representative or the affected unit member(s) may request a meeting of the site standing committee composed of the head counselor, the AEA representative, and the Principal and/or designee. The standing committee shall meet with the affected unit member and department chair to attempt to resolve the student contact limit overage problem within five (5) working days.

8.6.4 An agreement that obviates the need to file a grievance must be in writing and signed by the Principal, affected unit member(s) and AEA representative at the site. If such signatures are obtained, the matter will not be grievable.

8.6.5 If the process set forth in 8.6 does not result in a resolution of the identified student contact limit overage problem(s), the matter will be referred to the AEA Grievance Chairperson within five (5) working days. The Grievance Chairperson shall notify the Director of Human Resources or designated district administrator in writing or by e-mail of the overage problem(s). The Grievance Chairperson and the Director of Human Resources or designated district administrator will meet to review and attempt to resolve the contract overage problem(s) within five (5) working days of the notification.

- 8.7 If the processes stated in 8.6 have been completed, and the overage problem is not addressed to the satisfaction of the affected unit member and AEA, the association may file a grievance regarding the overage problem(s).

ARTICLE 9 - DEPARTMENT CHAIRPERSONS

- 9.1 Role: The role of the Department Chairperson is to coordinate department operations in the school, to provide instructional support for members of the department, and to support the development and implementation of curriculum in the school and the district.
- 9.2 Salary Schedule: Department Chairperson salary schedule shall be as set forth in Appendix B.
- 9.3 Department Chairperson will be provided release time to conduct departmental duties. Based on the recommendation of the chairperson, release time may be utilized by other members of the department to address department goals.
- 9.4 Department Feedback/Evaluation
 - 9.4.1 The principal shall annually evaluate in writing the Department Chairperson using administrative observation and feedback from the department members.
 - 9.4.2 The evaluation is separate from the evaluation process in Article 11 and does not go into the personnel file.
 - 9.4.3 By March 15, the principal shall inform all department members that the “Department Chairperson Feedback Form” (Appendix H-1) is available online.
 - 9.4.4 By April 15, all department members are encouraged to complete the form.
 - 9.4.5 By May 1, the principal will provide the Department Chairperson with copies of the “Department Chairperson Feedback Form” completed by the department members.
 - 9.4.6 By May 15, the principal will discuss the feedback in the annual evaluation conference.
- 9.5 Selection Process
 - 9.5.1 By April 15, the principal shall announce to the faculty that any individual interested in serving as a Department Chairperson may submit the “Department Chairperson Application Form” (Appendix H-2) to the principal by May 1.
 - 9.5.2 By May 15, the principal shall provide the department members with the “Department Member Input on Potential Department Chairperson Form” (Appendix H-3) in order to give input on the applicants for the Department Chairperson.

- 9.5.3 By June 1, department members may submit the “Department Member Input on Potential Department Chairperson Form” in order for their input to be considered by the principal.
- 9.5.4 The principal shall select the Department Chairperson from applicants.
- 9.5.5 By the last teacher workday, the principal shall inform the staff who will serve as the Department Chairperson for the next academic year.
- 9.5.6 Appointment as the Department Chairperson is a year-to-year appointment.

ARTICLE 10 - TRANSFERS

10.1. Voluntary Transfer

- 10.1.1 Notices of vacancies shall be posted in all schools as they become known.
- 10.1.2 By March 1, a unit member desiring to transfer from one school to another for the following school year shall submit a transfer request form to the Director of Human Resources (Appendix M). This request is confidential; the request form will be retained in the Human Resources Office for one school year in a file separate from the personnel file. These requests shall not be viewed by a unit member's current site administration. At the start of the next school year, these requests will be destroyed.
- 10.1.3 A unit member with a transfer form on file will be notified by the Human Resources Office of vacant positions in the district.
 - 10.1.3.1 When notified of a vacancy, a unit member has the option to decline that vacancy and/or withdraw the voluntary transfer request.
- 10.1.4 A transfer will be granted to a unit member who has satisfactory evaluations in Standards I through VI in his/her previous two evaluation cycles, who is NCLB compliant if teaching in a core area, and who holds CLAD/CTEL/SB-395 certification.
 - 10.1.4.1 If there are multiple candidates who have the qualifications stated in 10.1.4, the principal of the site with the vacancy makes the final selection from the candidates.
 - 10.1.4.2 If there are no unit members with a transfer request on file who meet the requirements of 10.1.4, the vacant position will be open to other candidates.

10.2 Involuntary Transfer

- 10.2.1 In the event there are no volunteers for transfer from a school where there is an excess of unit members to a school where there is an opening, principals shall recommend candidates for transfer. The unit member affected shall be provided with copies of the recommendation for transfer.

ARTICLE 11 – EVALUATION

11.1 Introduction

11.1.1 Evaluation of instruction is key to a successful educational program. The evaluation process is designed to:

- promote and support student learning;
- maintain and improve instruction, assessment, student achievement, learning environment, and professional responsibilities;
- recognize and praise professional performance; and
- provide assistance and direction for continuous improvement.

11.1.1.1 Mutual respect and trust are fundamental premises of a successful evaluation process.

11.1.1.2 The evaluation is designed to be collaborative, meaningful, and efficient.

11.1.1.3 Evaluation is part of ongoing professional growth.

11.1.1.4 Under the Education Code, the evaluation process may serve as the legal basis for determining the professional competency of a certificated unit member.

11.1.1.5 Nothing in this article shall be construed to supersede a unit member's rights under the Education Code.

11.2 California Standards for the Teaching Profession (CSTP Standards I-VI, Form A)

11.2.1 The California Standards for the Teaching Profession (CSTP Standards I-VI, Form A), to the extent that the Standards apply to the specific job responsibilities, shall be the basis of the evaluation process. The six (6) Standards are:

- Standard I Engaging and supporting all students in learning;
- Standard II Creating and maintaining effective environments for student learning;
- Standard III Understanding and organizing subject matter for student learning;
- Standard IV Planning instruction and designing learning experiences for all students;

- Standard V Assessing student learning; and
- Standard VI Developing as a professional educator.

11.2.2 Classroom unit members are evaluated per Article 11.6 or Article 11.8 if qualified.

11.2.3 Non-classroom unit members are evaluated per Article 11.7.

11.3 General Provisions

11.3.1 Unit members shall be given the opportunity to indicate their preference of evaluators. The final assignment of the evaluators shall be made by the site principal.

11.3.1.1 Unit members shall be notified by October 1 of their opportunity to indicate their preference for their evaluator. If the unit member prefers an evaluator different than the evaluator assigned by the site principal, the unit member shall notify the principal immediately.

11.3.2 Probationary and other non-permanent unit members shall be evaluated every year.

11.3.3 After year two, permanent classroom unit members with an “Overall Rating” of “Satisfactory” on his/her previous evaluation shall be evaluated every other year except as set forth below:

11.3.3.1 At year 8 in the district and beyond, unit members with an “Overall Rating” of “Satisfactory” on his/her previous evaluation shall have the option of participating in a formal evaluation process (Article 11.6), or may, with the approval of his/her administrator select an “Evaluation Option” (Article 11.8) (Form H or Form H-NC).

11.3.3.2 Classroom unit members with permanent status who have been employed at least 10 years with the school district, are highly qualified per 20 U.C.S. Sec 7801 (ESEA), and who received an “Overall Rating” of “Satisfactory” on his/her previous evaluation may be evaluated every five years.

11.3.3.3 Permanent unit members who receive less than “Overall Rating” of “Satisfactory” evaluation may be evaluated every year and shall not be eligible for the “Evaluation Option” (Form H or Form H-NC).

11.3.3.4 The District reserves the right to evaluate a classroom unit member during any school year.

11.3.4 After year two, permanent non-classroom unit members with an “Overall Rating” of “Satisfactory” on his/her evaluation shall be evaluated every other year except as set forth below.

11.3.4.1 At year four in the district and beyond, non-classroom unit members with an “Overall Rating” of “Satisfactory” on his/her previous evaluation shall be evaluated using only Form D-NC, Form E-NC, Form F-NC, and Form G-NC.

11.3.5 The District reserves the right to evaluate a non-classroom unit member during any school year.

11.4 Evaluation Timeline

11.4.1 The timelines listed in 11.4.2.1 and 11.4.2.2 and shall apply to the evaluation process. All forms shall be submitted and meetings held by the timeline listed. If the timeline falls on a weekend or holiday, the timeline shall be extended to the next workday.

11.4.1.1 If the evaluator does not meet any of the timelines in this article, the evaluation will cease. The unit member shall not be scheduled for evaluation the following year, unless the unit member normally would have been evaluated. The incomplete evaluation will be destroyed, unless the unit member requests otherwise.

11.4.1.2 If a unit member does not meet any of the timelines in this article, the unit member shall be scheduled for evaluation the following year. The “Final Evaluation Report” (Form F or Form F-NC) will reflect the fact that the unit member did not meet the timelines.

11.4.1.3 The timelines in this article may be extended by mutual written agreement of the evaluator and the unit member for extenuating circumstances.

11.4.1.4 Unit members whose start date is after the first day of the school year will have the evaluation timelines adjusted in a reasonable manner.

11.4.2 Timelines

11.4.2.1 Timeline for Classroom Unit Members

October 1	Classroom unit members shall be notified if they are to be evaluated, shall be informed that they may indicate their preference of evaluator, and shall be given a copy of Article 11 with all appropriate evaluation forms and the California Standards for the Teaching Profession (CSTP) criteria and rubric to be used by the evaluator (Form A).
End of the 1 st Semester	At least one informal and one formal observation including pre- and post-conferences shall be completed (Form B and Form C).
Last Work Day in February	Classroom unit member shall submit “Instructional Self-Reflection” (Form D) with supporting documents: “Content Standards and Benchmarks” for the unit; a copy of the assessment instrument used for the unit; the performance criteria, rubric and/or grading scale for the assessment instrument; and the “Student Self-Assessment of Learning” if Form E is not used.
May 1	The classroom unit member shall be provided a draft of the “Final Evaluation Report” (Form F) prior to the evaluation conference.
May 15	The evaluator and the classroom unit member shall meet to review and sign the “Final Evaluation Report” (Form F).
June 1	The classroom unit member shall have the right to prepare a written response to the “Final Evaluation Report” and have that response attached to the evaluation.
June 1	If a classroom unit member receives a “Needs Improvement” or “Unsatisfactory” rating as the “Overall Rating” on the “Final Evaluation Report” (Form F), the evaluator shall provide the unit member with a support/ improvement plan that shall include specific recommendations for improvement (Form G).

11.4.2.2 Timeline for Non-Classroom Unit Members

October 1	The non-classroom unit members shall be notified if they are to be evaluated, shall be informed that they may indicate their preference of evaluator, and shall be given a copy of Article 11 with all appropriate evaluation forms, and the California Standards for the Teaching Profession (CSTP) criteria and rubric to be used by the evaluator (Form A), professional standards for the position (as appropriate), and job responsibilities.
October 15	The non-classroom unit member shall complete the “Annual Professional Growth Goal Proposal” (Form D–NC) and meet with his/her evaluator for approval of the annual goal.
End of the 1 st Semester	At least one informal and one formal observation including pre- and post-conferences shall be completed (Form B–NC and Form C–NC).
Last Work Day in February	The non-classroom unit member shall submit the completed “Annual Professional Growth Goal Self-Reflection” (Form D-NC).
May 1	The non-classroom unit member shall be provided a draft of the “Final Evaluation Report” (Form F – NC).
May 15	The evaluator and the non-classroom unit member shall meet to review and sign the “Final Evaluation Report” (Form F–NC).
June 1	The non-classroom unit member shall have the right to prepare a written response to the “Final Evaluation Report” and have that response attached to the evaluation.
June 1	If a non-classroom unit member receives a “Needs Improvement” or “Unsatisfactory” rating as the “Overall Rating” on the “Final Evaluation Report” (Form F-NC), the evaluator shall provide the unit member with a support/ improvement plan that shall include specific recommendations for improvement (Form G-NC).

11.4.2.3 Timeline for Evaluation Option (Classroom and Non-Classroom Unit Members

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|------------|---|
| October 1 | The evaluator shall provide all permanent unit members who are at year 8 in the district or beyond and have an “Overall Rating” of “Satisfactory” on his/her previous evaluation with information regarding the “Evaluation Option” (Form H or H-NC). |
| October 8 | Unit members who are eligible to select the “Evaluation Option” (Form H or Form H-NC) shall notify his/her evaluator of his/her preference to participate in “Evaluation Option.” |
| October 15 | Unit members participating in the “Evaluation Option” shall complete the Form H or Form H-NC and meet with his/her evaluator to have the project approved. |
| May 1 | Unit members participating in the “Evaluation Option” shall complete Form H or Form H-NC, and meet with his/her evaluator to review the project schedule a presentation to an appropriate group, and sign Form H or Form H-NC. |

11.4.3 The “Final Evaluation Report” (Form F or Form F-NC) with all supporting documents for Form D or Form D-NC and Form E-NC and Form G or Form G-NC if applicable shall be sent to the Human Resources Department and placed in the unit member’s personnel file along with any response submitted by the unit member to complete the evaluation process for the year.

11.5 Final Evaluation Report (Form F or Form F-NC) with an “Overall Rating” of “Needs Improvement” or “Unsatisfactory.”

11.5.1 When a permanent unit member receives a “Needs Improvement” or “Unsatisfactory” as an “Overall Rating” on the Final Evaluation Report (Form F or Form F-NC), the evaluator shall provide the unit member with a support/ improvement plan that shall include specific recommendations for improvement (Form G or Form G-NC). The evaluator shall provide the unit member with a support/improvement plan no later than June 1.

11.5.1.1 Permanent classroom unit members who receive a “Needs Improvement” in two (2) or more Standards for the Teaching Profession or an “Unsatisfactory” in a minimum of one (1) standard and a “Needs Improvement” in a minimum of one (1)

standard may be referred to the Peer Assistance and Review (PAR) Program (See Article 14).

11.5.1.2 Permanent classroom unit members who have received an “Unsatisfactory” evaluation in a minimum of two (2) Standards for the Teaching Profession shall be referred to the Peer Assistance and Review (PAR) Program (See Article 14).

11.5.2 A unit member whose performance is unsatisfactory may be subject to discipline under the provisions of the Education Code. If a unit member receives a Notice of Unsatisfactory Performance pursuant to Education Code Section 44938 and fails to remediate his/her performance within 90 calendar days, the unit member may be subject to dismissal in accordance with the procedures set forth in the Education Code. Nothing in this Article is intended to supersede the provisions of the Education Code related to suspension or dismissal.

11.6 Evaluation of Classroom Unit Members

11.6.1 The “Final Evaluation Report” (Form F) shall be based on the following criteria:

- Classroom observations (Form B and Form C) based upon CSTP Standards I-V (Form A).
- “Instructional Self-Reflection” (Form D) with the supporting documents.
- The unit member’s fulfillment of the professional responsibilities of the position as defined by CSTP Standards I-VI (Form A).

11.6.1.1 Classroom observations shall include a minimum of:

11.6.1.1.1 One full period formal observation which shall be scheduled and include a pre- and post- observation conference (Form B and Form C); and

11.6.1.1.2 Two informal observations, which may be announced or unannounced, and a minimum of 20 minutes in duration (Form C).

- 11.6.1.1.3 At least one informal and one formal observation shall be completed prior to the end of the first semester.
- 11.6.1.1.4 The observations listed in 11.6.1.1.1 and 11.6.1.1.2 above shall be conducted by the same administrator.
- 11.6.1.1.5 The evaluator may conduct informal walkthrough observations.
- 11.6.1.2 Reflection on an Instructional Unit (Form D)
 - 11.6.1.2.1 The unit member shall submit the “Reflection on an Instructional Unit” (Form D) with supporting documents to his/her evaluator by the last day February.
 - 11.6.1.2.2 The “Reflection on an Instructional Unit” (Form D) shall be completed for at least one class for one unit of study.
 - 11.6.1.2.3 The “Student Assessment of Learning” (Form E) shall be administered to at least one class of students. The unit member may use either Form E or an alternative form developed by the unit member.
 - 11.6.1.2.4 The completed “Student Assessment of Learning” (Form E or an alternative form) may be shared with the evaluator at the discretion of the unit member.
 - 11.6.1.2.5 Unit members participating in the Beginning Teacher Support and Assessment (BTSA) program may substitute the “BTSA Analysis of Student Work” form in lieu of #2A-2C on the “Reflection on an Instructional Unit” (Form D).
- 11.6.1.3 Professional Responsibilities CSTP Standards I-VI (Form A).
 - 11.6.1.3.1 Unsubstantiated parent/student complaints shall not be a basis for evaluation.

11.6.1.3.1.1 Any reference to issues regarding the professional responsibilities of the unit member that will be included in the “Final Evaluation Report” (Form F) shall have been substantiated and discussed with the unit member in a timely manner prior to the final evaluation conference.

11.6.1.3.2 A unit member’s grading policy should be consistent with the Governing Board’s approved Course of Study. The “Final Evaluation Report” (Form F) shall not reference percentages of particular grades given to groups of students or comparisons to other faculty members.

11.7 Evaluation of Non-Classroom Unit Members

- Non-classroom unit members include counselors, librarians, speech and language specialists, psychologists, inclusion specialists, nurses, and any other non-classroom unit member positions created by the Governing Board during the duration of this Agreement.

11.7.1 The “Final Evaluation Report” (Form F-NC) shall be based on the following criteria:

- Observations based upon CSTP Standards I-V as appropriate to the position, the job description and the professional standards for the position;
- “Annual Professional Growth Goal” (Form D-NC) and the “Reflection on an Instructional Activity” (Form E-NC); and
- The non-classroom unit member’s fulfillment of the professional responsibilities of the position as defined by the California Standards for the Teaching Profession (as appropriate to the position), professional standards of the position and/or the job description for the position.

11.7.1.1 Observations shall include a minimum of:

11.7.1.1.1 One formal observation from the beginning to the end of the activity/event, which shall be scheduled and include a pre- and post-observation conference (Form B-NC and Form C-NC).

11.7.1.1.2 Two informal observations from the beginning to end of the activity/event or a minimum of 20 minutes in duration and which may be announced or unannounced (Form C-NC).

11.7.1.1.3 At least one informal and one formal observation shall be completed prior to the end of the first semester.

11.7.1.1.4 The observations listed in 11.7.1.1.1 and 11.7.1.1.2 above shall be conducted by the same administrator.

11.7.1.1.5 The evaluator may conduct informal walkthrough observations.

11.7.1.1.6 In the evaluation process, the evaluator shall adhere to all applicable Education Code provisions and laws related to student, parent, and unit member confidentiality.

11.7.1.2 Annual Professional Growth Goal (Form D-NC)

11.7.1.2.1 The unit member shall submit the “Annual Professional Growth Goal Proposal” (Form D-NC) to his/her evaluator by October 15.

11.7.1.2.2 The unit member shall submit the completed “Annual Professional Growth Goals Self Reflection” (Form D-NC) to his/her evaluator by the last day of February.

11.7.1.2.3 The “Self-Reflection Instructional Activity” (Form E-NC) shall be completed by the non-classroom unit member and submitted to the evaluator by the last day of February.

11.7.1.3 Professional Responsibilities CSTP I-VI (Form A)/
Professional Standards/Job Responsibilities

11.7.1.3.1 Unsubstantiated parent/student complaints shall not be a basis for evaluation.

11.7.1.3.1.1 Any documented activities within the professional responsibilities of the unit member that will be included in the “Final Evaluation” (Form F-NC) will be discussed with the unit member in a timely manner prior to the final evaluation conference.

11.8 Evaluation Option

11.8.1 At year 8 in the district and beyond, unit members with an “Overall Rating” of “Satisfactory” on his/her previous evaluation shall have the option of participating in a formal evaluation process, or may, with the approval of his/her administrator select an “Evaluation Option” (Form H or Form H-NC).

11.8.1.1 The “Evaluation Option” may be utilized in two out of every three evaluation cycles.

11.8.1.2 The evaluator shall provide all classroom permanent unit members who are in year 8 in the district or beyond with information regarding the “Evaluation Option” (Form H or Form H-NC) by October 1.

11.8.1.3 Classroom unit members who are eligible shall notify the evaluator by October 8 of his/her desire to participate in a specific “Evaluation Option” (Form H or Form H-NC).

11.8.1.4 Classroom unit members participating in the “Evaluation Option” shall complete Form H or Form H-NC and meet with his/her evaluator by October 15 to have the project approved.

- 11.8.1.4.1 The evaluator has final approval of the classroom unit member's project.
- 11.8.1.4.2 When the project is approved, a copy of Form H or Form H-NC shall be sent to the Human Resources Department and placed in the classroom unit member's personnel file.
- 11.8.1.5 By May 15, the classroom unit member shall complete the "Evaluation Option: Final Acceptance" section on Form H or Form H-NC and meet with his/her evaluator.
 - 11.8.1.5.1 The classroom unit member shall present the project at an appropriate staff meeting.
 - 11.8.1.5.2 The evaluator shall sign the "Evaluation Option: Final Acceptance" section on Form H and send the form to the Human Resources Department and placed in the classroom unit member's personnel file to complete the evaluation process for the year.
- 11.8.1.6 A unit member who selects the "Evaluation Option" (Form H or Form H-NC) and does not complete the Evaluation Option shall be evaluated the following year using the standard evaluation process (Form F or Form F-NC).

ARTICLE 12 - EMPLOYEE BENEFITS

12.1 Active Members Benefits

12.1.1 CALPERS Medical Plans

12.1.1.1 The District shall contract with the California Public Employees Retirement System (CALPERS) Health Benefits program to provide medical insurance for all active employees, eligible retirees and eligible survivors of retirees.

12.1.1.2 Pursuant to Government Code § 22890 and 22892 the District shall contribute a portion of the cost of providing the benefit coverage afforded under the health benefit plan.

12.1.1.2.1 During the calendar year 2007, the District contribution for active employees shall be \$80.80 per month; 2008 will be \$97.00 per month.

12.1.1.3 Active Employees Benefit Account. In addition to the contributions listed above, the District shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the CALPERS medical insurance plans. All such employees shall receive monthly contributions from the District into their benefits accounts. For employees with no dependents, the amount shall be at the single premium rate of the plan selected; for employees with one dependent, the amount shall be the two-party rate for the plan selected; and for employees with more than one dependent, the amount shall be the Kaiser Family Rate of the plan selected. If an employee chooses a plan more expensive than the Kaiser Family Rate, the District contribution shall be no more than the Kaiser Family Rate.

12.1.1.3.1 The 2007 Kaiser Family Rate is \$1,121.04 and includes the District contribution of \$80.80.

12.1.1.3.2 Dependents include the spouse, children, and/or domestic partner (as defined in Appendix J) of an Active Employee.

12.1.1.2.3 Double Coverage Exemption. A unit member showing proof of medical coverage provided by an employed spouse or domestic partner may choose to have \$200 per month placed in a tax-sheltered annuity (TSA) of his/her choice (in lieu of medical coverage) effective as soon as possible after the ratification of this contract.

12.1.1.4 Reporting Status Changes. Employees shall have the right to inform the District of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with CALPERS or the insurance carrier's rules. Employees shall be required to inform the District of any reduction in dependents and a corresponding reduction in premium amounts contributed by the District shall be made.

12.1.2 Dental Plan

12.1.2.1 For dental insurance, the District will provide the Delta Dental plan with a \$1,500 annual benefit cap, a \$1,000 orthodontia one-time maximum benefit, 3 cleanings and a \$25.00 deductible, excluding diagnostic and preventive care (check-up exam and cleaning)

12.1.3 Vision Plan

12.1.3.1 The District will provide for the premium payment to Vision Service Plan C, composite rate, \$5.00 deductible.

12.1.4 Taxability of Benefits

12.1.4.1 The District shall not treat the District contributions toward medical, dental, or vision benefits as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability or penalty that may arise out of the implementation of this section.

12.2 Retiree Benefits

12.2.1 CALPERS Medical

12.2.1.1 Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by CALPERS. Unless prohibited by CALPERS or by law, the medical plan coverage described shall apply to eligible persons retired or who retire under CALPERS.

12.2.1.2 The District shall pay \$17.89 per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes with CALPERS for coverage. This amount on behalf of retirees or their eligible survivors shall be increased annually, at the current minimum rate of 5% required by CALPERS regulations.

12.2.1.3 The District shall provide eligible retirees a monthly District contribution toward medical coverage provided to the retiree subject to the approval of the insurance carrier. Effective January 1, 2007, the District's monthly contribution per eligible retiree shall not exceed \$431.17 for single party coverage or \$862.34 for two party coverage, with the retiree responsible for any costs in excess of the District's maximum contribution as stated above.

12.2.1.3.1 An eligible retiree is one who is at least 55 years of age and not more than 65 years of age, who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.

12.2.1.3.2 The District shall pay the medical coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree reaches age 65 or until the retiree's death, whichever comes first.

12.2.1.3.2.1 A surviving spouse or domestic partner is entitled to the benefits described in 12.2.1.3.

12.2.2 Dental Plan

12.2.2.1 The District shall pay the dental insurance premium for eligible retirees at a rate that shall not exceed \$60.06 for single party coverage or \$120.12 for two-party coverage for members who retirement becomes effective June 30, 2007 and ending June 30 2012.

12.2.2.1.1 An eligible retiree is one who is at least 55 years of age and not more than 65 years of age, who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.

12.2.2.1.2 The District shall pay the dental coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree reaches age 65 or until the retiree's death, whichever comes first.

12.2.2.1.2.1 A surviving spouse or domestic partner is entitled to the benefits described in 12.2.2.1.

- 12.2.2.2 An eligible retiree who has been retired for five (5) years or reaches the age of 65 years of age may continue purchasing the district's dental insurance plan.
 - 12.2.2.2.1 To continue in the dental plan, the retiree shall be required to pay the premiums on the 1st of the preceding month that the premiums are due. Failure to pay the premiums on time shall result in the retiree being dropped from the dental plan.
 - 12.2.2.2.2 Effective January 1, 2007 the dental plan premium for retirees is \$60.06 for single party coverage and \$120.12 for two-party coverage.
 - 12.2.2.2.3 Each eligible retiree shall re-register annually for the Plan contribution during the annual enrollment period for the insurance coverage selected in order to remain eligible for participation in the Plan. A retiree may not leave and later rejoin the Plan.
 - 12.2.2.2.4 In the event that a Federal and/or State medical benefits program is established prior to the expiration of the retiree's eligibility for and participation in the Plan, the District-provided contribution shall be combined with the Federal and/or State contribution, and necessary contribution adjustments shall be made.
 - 12.2.2.2.5 The District contribution to a retiree shall be adjusted in accordance with Plan limitations if alternative coverage is obtainable by retiree in other employment or through retiree's spouse or domestic partner as defined in Appendix M. Neither retiree nor retiree's spouse or domestic partner as defined in Appendix M shall be entitled to an in-lieu tax sheltered annuity.
 - 12.2.2.2.6 Memorandum language shall be consistent with CALPERS regulations and limitations.
- 12.2.3 Vision Plan
 - 12.2.3.1 The District shall pay the vision insurance premium for eligible retirees at a rate that shall not exceed \$15.55 for single party coverage or \$31.10 for two-party coverage for members who retirement becomes effective June 30, 2007 and ending June 30 2012.

12.2.3.1.1 An eligible retiree is one who is at least 55 years of age and not more than 65 years of age, who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.

12.2.3.1.2 The District shall pay the vision coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree reaches age 65 or until the retiree's death, whichever comes first.

12.2.3.1.2.1 A surviving spouse or domestic partner is entitled to the benefits described in 12.2.3.

12.2.3.2 An eligible retiree who has been retired for five (5) years or reaches the age of 65 years of age may continue purchasing the district's vision insurance plan.

12.2.3.2.1 To continue in the vision plan, the retiree shall be required to pay the premiums on the 1st of the preceding month that the premiums are due. Failure to pay the premiums on time shall result in the retiree being dropped from the vision plan.

12.2.3.2.2 Effective January 1, 2007 the vision plan premium for retirees is \$15.05 for single party coverage and \$31.10 for two-party coverage.

12.2.4 Benefit Plan Continuation

12.2.4.1 The District agrees to provide retired employees in the bargaining unit with an opportunity to make premium payments for District group medical payments for which they are eligible. For those programs for which deductions are not made by PERS, the required payments from the retired employee must be remitted to the District office by the first day of each month.

12.3 Pre-Retirement Reduced Service Option

12.3.1 Effective 2001-2002, employees who qualify under the terms of this article may reduce their workload from full to part-time, with retirement benefits (STRS) based on full-time employment. Retirement to STRS must be immediately following the conclusion of this, unless the District and AEA mutually agree otherwise.

- 12.3.1.1 A maximum of three (3) unit members from each school site (except Del Oro shall be one) may be enrolled in the pre-retirement program at the same time. Members will be approved in the order of their written application.
- 12.3.1.2 The employee must have reached the age of 55.
- 12.3.1.3 The employee must have been employed full-time in positions requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full time.
- 12.3.1.4 Applications must be received by Human Resources no later than April 30th of the school year preceding participation in the program.
- 12.3.1.5 Applicants will be informed of their acceptance into the program no later than June 15th of the school year preceding participation in the program.
- 12.3.1.6 The District and the employee will make the contribution required by full-time employees to the State Teachers' Retirement System (STRS).
- 12.3.1.7 The option of part-time employment can be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.
- 12.3.1.8 The employee shall be paid a salary which is the pro rata share of the salary he or she would be earning had the employee not elected to exercise the option of part-time employment
- 12.3.1.9 The employee shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment.
- 12.3.1.10 The employee shall receive health and dental benefits as provided full-time employees by the District and by law.
- 12.3.1.11 The minimum part-time employment shall be .6 FTE (60%) or greater.
- 12.3.1.12 STRS regulations shall be followed.
- 12.3.1.13 The employee shall accrue sick leave on a pro rata basis.
- 12.3.1.14 Employees who enter the pre-retirement reduced service option may continue for up to three (3) years.

12.3.1.15 For each full year on the pre-retirement reduced service option the employee (only those having been employed fewer than 15 years in the Acalanes Union High School District) shall forfeit one year of retirement medical benefits.

12.3.1.16 Employees electing pre-retirement options prior to January 1, 2001 are subject to the stipulations of the contract agreement agreed to by the District and the Association at the time of their election.

12.4 Post-Retirement Employment Program

12.4.1 This Program is established pursuant to Education Code sections 24214, 24216.5 and 24216.6, to allow the District to employ retired teachers without the constraints of the post retirement compensation limitation established by the Education Code section 24214. The District may employ a teacher who retired from the State Teacher Retirement System (STRS) if the teacher meets any of the following conditions:

12.4.1.1 The teacher retired with an effective date on or before January 1, 2000, and will provide direct classroom instruction to students in 9th through 12th grade, and/or provides other services as specified in Education Code section 24216.5(a) (2).

12.4.1.2 The teacher retired with an effective date on or before July 1, 2000, and will provide direct remedial instruction to students in grades 9 through 12 as defined in Education Code sections 24216.6, 37252 and 37252.5. This subsection shall become effective on January 1, 2001.

12.4.1.3 For a period of at least twelve (12) months, the retired teacher has not performed the activities identified in Education Code sections 22119.5(a)(1-9). This subsection shall be effective from January 1, 2001 through January 1, 2008.

12.4.2 Each retired teacher employed pursuant to this program shall be placed in a distinct class of temporary teachers, shall be placed within the AEA bargaining unit, shall be covered by all articles of this Agreement except as specified in sections 12.3.4 and 12.3.6, and shall be classified as a "Retired Temporary Teacher" (RTT). The service of a RTT shall not be included in computing the service required as a prerequisite to attainment of or eligibility for classification as a permanent employee of the District.

12.4.3 The District retains the final discretion as to the type of work to which RTTs will be assigned, the percentage of any part-time work, the qualifications for the work, and the availability of work.

- 12.4.4 Retired Temporary Teachers shall not be subject to the evaluation provisions of Article XI.
- 12.4.5 A Retired Temporary Teacher shall be placed at a maximum of Step 10, Range D on the certificated salary schedule, based on training and previous experience.
- 12.4.6 Retired Temporary Teachers shall not be subject to provisions of the employee benefits described in Article XII, except they shall be provided dental and vision coverage as described in sections 12.1.7 and 12.1.8.
- 12.4.7 Retired Temporary Teachers who retired from other school districts shall not receive health and welfare benefits pursuant to Article XII.
- 12.4.8 Retired Temporary Teachers may not participate in the Pre-Retirement Reduced Work Option described in section 12.2.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 Definition

13.1.1 A grievance is a complaint by a unit member, or members, or the Association, that there has been an alleged violation, misapplication or a misinterpretation of the specific provisions of this Agreement covering the members of the Association. The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level, notwithstanding the right and the desirability of either party to bypass any initial steps if the grievance involves decision-making at a higher administrative level.

13.2 Informal Procedures

13.2.1 Every effort shall be made by the grievant and his/her immediate supervisor to resolve the difficulty informally through meeting and consulting. The positions of each party and the background and reasons for the problem shall be stated and explored by the grievant and his/her immediate supervisor at a meeting or consultation period. At all levels in the procedure either party may be accompanied by a representative to advise the party.

13.3 Formal Process

13.3.1 Step One: The grievant may present the grievance, in writing, to the immediate supervisor or principal within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the grievant should have become aware of the occurrence (see Grievance Form, Appendix I). The immediate supervisor or principal shall communicate his/her decision to the parties to the grievance in writing within five (5) working days after receiving the complaint. A grievance may be filed at Step Two with the mutual agreement of AEA and the District.

13.3.2 Step Two: If the grievance is not resolved within five (5) working days of the presentation under Step One, the grievance may be submitted, in writing, to the Assistant Superintendent, Human Resources within ten (10) working days after receiving the response from the immediate supervisor or principal. The Assistant Superintendent, Human Resources shall respond in writing within ten (10) working days.

13.3.3 Step Three:

13.3.3.1 Voluntary Mediation: Within ten (10) working days after the response at Step Two or Step Three, the AEA may request or the AEA and the District may mutually agree to defer the matter to mediation. If the matter goes to mediation, the parties shall mutually select a mediator who shall attempt to assist the parties to

settle the grievance. The mediator shall not issue a decision and the mediation process shall be confidential.

13.3.3.2 If the matter is not referred to mediation, AEA may appeal the decision in writing within ten (10) working days after receipt of the decision in writing of the Director of Human Resources and request a hearing before the Governing Board at its next regular meeting.

13.3.3.3 Governing Board Hearing: The Governing Board shall have available to it all documents relating to the appeal and any District records that would be helpful in its review. The Governing Board shall notify all parties of its decision within ten (10) working days following the meeting at which the grievance was considered.

13.3.4 Step Four: If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no written decision has been rendered within ten (10) working days after the meeting of the Governing Board at which the grievance was heard, AEA may, within ten (10) working days after the decision by the Governing Board, request in writing that the grievance be submitted to binding arbitration. If any questions arise as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator only after he/she has had the opportunity to hear the merits of the grievance. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list, submitted by the California Conciliation Service of five (5) persons experienced in public education. If the parties cannot agree on an arbitrator from the list, each party shall alternately strike names until only one remains. The arbitrator shall have no authority or power to add, delete, or alter any provisions of the Agreement, but shall limit the decision to the application and interpretation of its provision. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the grievant, the Governing Board, the Assistant Superintendent, Human Resources, and the Association.

13.4 Costs

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expense, shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them.

13.5 Extension of Time Limits

13.5.1 The time between the steps of the procedure may be extended by mutual agreement. If the immediate supervisor or principal fails to respond within the required time limits, the grievant may then present the grievance in writing to the next higher step. If the grievant fails to present the grievance to

the next higher step within the required time limits, then the grievance will be considered withdrawn.

13.6 Witness

13.6.1 Parties who may have direct knowledge of circumstances relating to the grievance may be present to testify at the request of either party during any stage of the procedure. Witnesses who are unit members shall be compensated at their regular rate of pay for actual time spent in such meetings.

13.7 Records

13.7.1 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be considered confidential.

ARTICLE 14 – PEER ASSISTANCE AND REVIEW

14.1 Purpose

14.1.1 The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.

14.1.2 The PAR program's assistance shall be provided through Consulting Teachers as described in detail in this Article.

14.1.2.1 This assistance shall not involve either participating in or conducting of the evaluation of certificated unit members as set forth in Article 11 of the Agreement and Education Code 44660, et seq.

14.1.3 The PAR program resources shall be utilized in the following priority:

- First, for Referred Participating Teachers;
- Second, for Beginning Teachers; and
- Third, for volunteers as determined by the Joint Panel (see 14.4.1).

14.2 Definitions for the Purpose of this Document

14.2.1 “Classroom Teacher” or “Teacher”
Any classroom teacher in the certificated bargaining unit.

14.2.2 “Participating Teacher” (PT)
A unit member who is a classroom teacher who either volunteers or is required by this PAR program agreement to participate.

14.2.3 “Referred Participating Teacher” (RPT) with a “Needs Improvement” or “Unsatisfactory” Evaluation
Any unit member having permanent status who has received an “Overall Evaluation” rating of “Needs Improvement” may be referred to the PAR Program. A unit member with permanent status who has received an “Overall Evaluation” rating of “Unsatisfactory” shall be referred to the PAR program.

14.2.4 “Beginning Teacher” (BT)
Any unit member having probationary or temporary status.

14.2.5 “Voluntary Participating Teacher” (VPT)
Any permanent teacher with an “Overall Evaluation” rating of “Satisfactory” on their last final evaluation (Form B) who voluntarily participates in the PAR Program.

- 14.2.6 “Consulting Teacher” (CT)
An exemplary teacher meeting the requirements of subsection 14.4.2.1 who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.
- 14.2.7 “Evaluator”
An administrator appointed by the District to evaluate a certificated teacher.
- 14.2.8 “Standards”
The standards articulated in the California Standards for the Teaching Profession, California Department of Education:
- Standard I: Engaging and supporting all students in learning.
 - Standard II: Creating and maintaining effective environments for student learning.
 - Standard III: Understanding and using subject matter for student learning.
 - Standard IV: Planning instruction and designing learning experience for all students.
 - Standard V: Assessing student learning.
 - Standard VI: Developing as a professional educator.
- 14.2.9 “Joint Panel” (See 14.4.1 below)

14.3 PAR Program Outline

- 14.3.1 Any unit member having permanent status who has received an “Overall Evaluation” rating of “Needs Improvement” be referred to the PAR program. A unit member with permanent status who has received an “Unsatisfactory” shall be referred to the PAR Program.
- 14.3.2 The Evaluator will meet with the RPT and the CT to discuss the recommended areas of improvement identified in the evaluation. A written document “Support/Improvement Plan” (Form G) delineating areas of needed improvement shall be developed by the Evaluator and be given to the RPT.
- 14.3.2.1 The areas for improvement (see 14.2.8) shall be written and aligned to student achievement, be clearly stated, and shall be consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b) (2).

- 14.3.2.2 The RPT shall work with the CT to complete the Participating Teacher Action Plan (PAR Form A)
- 14.3.2.3 The CT, RPT and the Evaluator(s) are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the RPT.
- 14.3.3 The Consulting Teacher's assistance and review shall focus on the specific areas of improvement as identified on the RPT's evaluation when the RPT received a "Needs Improvement" or an "Unsatisfactory".
 - 14.3.3.1 At sites with more than one CT, every effort shall be made to match up an RPT with the CT of his/her choice.
 - 14.3.3.2 Functions performed by a CT pursuant to this article by bargaining unit members shall constitute neither management nor supervisory functions. The CT shall continue to have all rights of bargaining unit members.
 - 14.3.3.3 All communication between the CT and RPT shall be confidential, and without written consent of the RPT, shall not be shared with others including the site principal, the evaluator, and Joint Panel except as specified in this article.
 - 14.3.3.4 The CT and the RPT shall meet to outline in writing an "Action Plan" (PAR Form A). The CT shall keep a log of his/her activities with the RPT (PAR Form B).
 - 14.3.3.5 The CT shall work with the RPT who initially receives an "Overall Evaluation" rating of "Needs Improvement" evaluation for a period of one academic year, to begin when school starts and to be completed by June 1 of each year. If the RPT receives an "Overall Evaluation" rating of "Needs Improvement" or "Unsatisfactory" after the first year of assistance, the CT may repeat the assistance process during the following year per article 11.5.1.1, 11.5.2 and 14.3.1.
 - 14.3.3.6 The CT shall work with the RPT who receives an "Overall Evaluation" rating of "Unsatisfactory". The CT's work shall continue for a period of one academic year, to begin when school starts and to be completed by June 1.
 - 14.3.3.6.1 If the RPT continues to receive an "Overall Evaluation" rating of "Unsatisfactory" at the end of the first year, he/she shall repeat the assistance

process for the first semester, with the assistance to be complete by the last day of that semester. During this semester, the RPT will be evaluated using a modified evaluation process rather than the process outlined in Article 11:

- one informal observation which may be announced or unannounced (PAR Form C);
- one formal observation with a pre- and post-conference (PAR Forms B and C);
- an instructor self-reflection (Form D);
- a minimum of 3 walk through observations.

If the RPT receives an “Overall Evaluation” rating of “Unsatisfactory” from the Evaluator, the matter will be referred to the District for further action.

14.3.3.6.2 If the RPT receives an “Overall Evaluation” rating of “Needs Improvement” the CT shall repeat the assistance process during the following year per Article 11.5.1.1 and 14.3.1.

14.3.4 At the end of the time period specified in 14.3.3.5 or 14.3.3.6, the CT shall complete a final written report describing the RPT’s participation in the PAR program (see Form B). This report shall consist solely of:

- (1) A description of the assistance provided by the CT; and
- (2) A description of the RPT’s participation in the PAR program with evidence from supporting documents (PAR Form B and C);
- (3) The CT shall submit a copy of the Final Report (PAR Form C) to the RPT for his/her input and signature before it is submitted to the Human Resources Department. The RPT’s signature does not necessarily mean agreement, but rather that he/she has received a copy of the report. The RPT shall have the right to submit a written response report to the Human Resources Department. This response shall be attached to the CT’s Final Report (PAR Form C).

14.3.5 A CT may be assigned to a beginning teacher(s) (BT) as defined in 14.2.4 to provide assistance, training and /or support.

14.3.5.1 Because beginning teachers’ participating in the PAR program is not legally mandated, neither the CT nor the Joint Panel will make written reports regarding the individual beginning teachers, nor forward to the Board the names of individual

beginning teachers who participated in the PAR program. The CT shall not participate in the performance review of the beginning teacher. All communications between the CT and the BT are confidential.

14.3.5.2 This PAR program shall not waive the Governing Board's legal right to make non-reelection decisions.

14.3.6 Teachers eligible to be VPTs may submit to the Joint Panel an application to participate in the PAR program. Requests must be submitted prior to May 15 for consideration for the following school year.

14.3.6.1 Selected volunteers will participate on a year-to-year basis, as determined by the Joint Panel based upon availability of resources.

14.3.6.2 Because VPTS are not mandated by law to participate in the PAR program, neither the CT nor the Joint Panel will forward to the Board the names of individual VPTs or report on the outcome of their participation. The CT shall not participate in the performance review of the VPT. All communications between the CT and the VPT are confidential.

14.4 Governance and PAR Program Structure

14.4.1 Joint Panel

14.4.1.1 The PAR Program will be administered by a Joint Panel consisting of five members, three teachers selected by AEA and two administrators appointed by the superintendent or designee. Qualifications for the teacher representatives shall be the same as those for CT as set forth in Section 14.4.2.6, and they shall be selected by AEA. A Joint Panel member's term shall be two years. Joint Panel members may be reappointed for consecutive terms. There shall be no term limits for Joint Panel members. The Joint Panel shall establish a procedure for selecting the Chairperson. The term of the Chairperson shall be one year, and the position shall alternate between AEA and the District. The Chairperson shall be a full voting member of the Joint Panel.

14.4.1.2 The Joint Panel will strive to make all decisions through consensus in the areas of appointments, reports and recommendations to the Governing Board, and PAR program plan and budget. Failing consensus, decisions will be made by a majority vote. Four of the five members will constitute a quorum for purposes of meeting and conducting business.

- 14.4.1.3 The Joint Panel operates in complete confidentiality. Its primary responsibilities are to establish the PAR program and PAR program budget on a yearly basis and to select and oversee the CTs. Specifically, the Joint Panel is responsible for:
- Generating application forms and procedures for selecting consulting teachers;
 - Selecting and assigning the CTs;
 - Reviewing CTs' reports on RPTs;
 - Evaluating the effectiveness of the CTs in their role based on the following criteria:
 - a) Providing assistance to improve in the specific areas identified by the evaluator, RPE, and CT;
 - b) Conducting multiple observations of the RPT during classroom instruction, including both pre- and post-observation conference;
 - c) Demonstrating teaching for the RPT or arranging opportunities for the RPT to observe other teachers;
 - d) Facilitating the RPT's access to specific training in specified teaching techniques or in designated subject matter;
 - e) Organizing activities appropriate to the RPT's needs and interest.
 - Monitoring the RPT's progress and providing periodic feedback to the RPT for discussion and review;
 - Coordinating with the District to provide training for the CTs, for Joint Panel members, and where appropriate, for any PTs and Evaluators;
 - Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this section of the PAR program agreement

- 14.4.1.4 The Joint Panel shall use the following procedure for establishing the annual PAR Program plan and budget: It is understood that recommendations made by the Joint Panel must be approved by the Governing Board. By June 15 of each calendar year the Joint Panel will establish a PAR program budget for the succeeding year, which will include:
- The established state revenues for the PAR program;
 - Projected number of PTs;
 - Projected number of CTs needed to serve the projected need and budget constraints. A CT may have no more than two or one RPT and 1-3 BTs, or four or more BTs and no RPTs.
 - Estimated need for release time if the budget allows;
 - Stipends for CTs and the Joint Panel members are set forth in Appendix B;
 - Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance; and
 - If there are insufficient funds allocated for PAR from the state, then the Joint Panel shall elect not to offer PAR for the following year.

14.4.2 Consulting Teachers (CT)

14.4.2.1 Minimum qualifications for CT:

- A fully credentialed teacher with permanent status and substantial recent classroom teaching experience.
- Demonstrated exemplary teaching ability, consistent with the California Standards for the Teaching Profession.
- Demonstrated ability to work cooperatively and effectively with other teachers and administrators.

14.4.2.2 The Human Resources Office shall post CT positions. Each applicant shall be required to submit a completed application, which shall include at least two references (from the school principal and one from a colleague). The Joint Panel's procedures for selecting CTs shall include provision for interviews and classroom observations of candidates. The Joint

Panel will make the selection, which will be forwarded to the superintendent or designee. All applications and references will be treated with confidentiality and will not be disclosed except as required by law.

- 14.4.2.3 The Joint Panel will assign CTs. Within the first six weeks of the assignment, either the CT or the PT may petition in writing the Joint Panel for an assignment change, stating the reasons. The PT shall be allowed one assignment change per year.
- 14.4.2.4 A CT's term will be two years, and she/he may reapply for additional terms.
- 14.4.2.5 CTs will be required to attend PAR program training. Costs for such shall be budgeted in the PAR program budget (see 14.4.1.4.1).
- 14.4.2.6 CTs shall provide assistance to RPTs in the areas defined by the California Standards for the Teaching Profession, including subject matter knowledge, teaching strategies, and teaching methods. For RPTs, this assistance may include any of the following activities:
- a) Providing assistance to improve in the specific areas identified by the evaluator through "Support/Improvement Plan"(Form G), RPT, and CT;
 - b) Conducting a minimum of three observations of the RPT during classroom instruction, including both pre- and post-observation conference;
 - c) Demonstrating teaching for the RPT or arranging opportunities for the RPT to observe other teachers;
 - d) Facilitating the RPT's access to specific training in specified teaching techniques or in designated subject matter;
 - e) Organizing activities appropriate to the RPT's needs and interests;
 - f) Monitoring the RPT's progress and providing periodic written feedback to the RPT for discussion and review (see Form C).
- 14.4.2.7 Support provided by CTs to BTs or RPTs may include providing assistance to improve in areas identified by the PTs, as well as the activities listed 14.4.2.6 above.

14.5 Other Provisions

- 14.5.1 Unit members who function as Joint Panel members or CTs under this document shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1 (g) and (m).
- 14.5.2 Unit members who perform functions as CTs or Joint Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) or Title 1 of the California Government Code.
- 14.5.3 Records
 - 14.5.3.1 All documents and information relating to the participation in this PAR Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the PAR program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
 - 14.5.3.2 All parts of the selection process for CTs will be treated as confidential and will not be disclosed except as required by law.
- 14.5.4 Expenditures for this Program shall not exceed funds allocated for PAR to district by the state. PAR expenditures may not encroach into unrestricted, general fund.
- 14.5.5 The RPT has a right to be represented by an AEA Representative.

ARTICLE 15 – WORKING CONDITIONS AND SAFETY

- 15.1 Certificated staff will be provided working conditions that adequately support their job performance standards. Such working conditions include:
- 15.1.1 All reasonable efforts shall be made to provide unit members with appropriate workspace communication throughout the workday.
 - 15.1.2 All reasonable efforts shall be made to provide a safe and healthy environment for unit members in accordance with CAL-OSHA rules concerning safety, health and fire prevention.
 - 15.1.3 Alleged violations subject to CAL-OSHA Guidelines shall not be subject to the grievance procedure. Such alleged violations may be appealed to CAL-OSHA.
 - 15.1.4 All unit members shall work with the site administrators to maintain safe and sanitary conditions in their work area.
 - 15.1.5 All reasonable efforts shall be made to limit the number of course preparations and required moves from one classroom to another throughout the workday for each unit member.
 - 15.1.6 Once a committee that includes unit members has been convened, all reasonable efforts shall be made to involve unit members appropriately in decision-making. At the first meeting, the administrator will inform the committee what decision making processes will be used. Decision making processes include the following:
 - Administrator solicits input and then makes decision;
 - Administrator shares issue with group, solicits input and then makes decision;
 - Administrator and group discuss issue and make decision together;
 - Administrator discusses issue with group and group makes decision;
 - Consensus;
 - Majority.

ARTICLE 16 – DISTRICT RIGHTS

- 16.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control its operations to the full extent of the law except as specified in provisions of this Agreement.
- 16.2 Except as provided for in this Agreement, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees, determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and education opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- 16.3 Except as provided for in the Agreement, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, and promote. In addition, the Board retains the right to terminate and discipline employees in accordance with applicable state law.
- 16.4 The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and applicable state and federal law.
- 16.5 The District may suspend temporarily any provision in this Agreement in case of emergency for the duration of an emergency only when such temporary suspension is necessary. An emergency shall include national, state, or local declared emergencies and natural disasters such as earthquake, fire, or flood.
- 16.6 This article does not authorize the District to violate any provision of this agreement.

ARTICLE 17 –EMPLOYEE DISCIPLINE

17.1 General Provisions

- 17.1.1 The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for up to fifteen (15) working days. Discipline shall not include dismissal or suspension for more that fifteen (15) working days.
- 17.1.2 Discipline shall be fair, consistent and follow the procedures of progressive discipline outlined in Article 17.3.
- 17.1.3 The District will follow the procedures of progressive discipline per Article 17.3 in a timely manner after obtaining credible knowledge of the alleged violation giving rise to the discipline.
- 17.1.4 Problems relating to the performance of extra duties and/or adjunct duties (see Articles 5 and 6 Teaching Hours and School Year Calendar) are to be dealt with under this Article rather than Article XI Evaluation Procedures. Evaluation shall not be used for disciplinary purposes.
- 17.1.5 If a complaint against a unit member may lead to employee discipline, then the provisions of this article shall be followed. In no event shall discipline be based upon unsupported complaints and /or hearsay.
- 17.1.6 Nothing in this Article shall limit the District’s right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, Sections 44932 through 44948.5 and subsequent amendments and supplements thereto, nor shall discipline under this Article or any other terms of this Article be regarded as a precondition to, or limitation upon, such Code proceedings.

17.2 Representation

At all stages of the disciplinary process, prior to arbitration, a unit member shall have the right, at his/her request, to representation by the Association or to represent himself/herself, or to be represented by any other person of his/her choice, so long as that other person is not a representative of another employee organization. If the District is notified by a unit member that he/she has elected to be represented by himself/herself or by someone other than the Association, the District shall promptly notify the Association of that fact. Only the Association has the right to initiate arbitration and to represent the employee in arbitration proceedings. If the employee chooses not to be represented by the Association or chooses not to go to arbitration, then it is agreed that any subsequent resolution or settlement shall not be considered as precedent and shall not be referred to in any future cases involving other employees.

17.3 Progressive Discipline

17.3.1 The following progressive discipline procedures will be applied, except where the serious nature of the alleged conduct justifies bypassing the steps outlined below. The determination as to whether or not the serious nature of the conduct warranted bypassing progressive discipline steps and going directly to a suspension without pay may be submitted directly to step four of the grievance procedure as outlined in Article 13 of the Agreement. "Without pay" shall mean a unit member's per diem wage, not including medical benefits. Any discipline shall be based on credible knowledge.

17.3.1.1 Oral Counseling/Warning

The District shall first issue an oral counseling/warning before imposing further discipline. Oral counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's personnel file.

17.3.1.1.1 Provided there has been no repetition of a similar kind of conduct for a period (18 months) following an oral counseling/warning, all records of the oral counseling/warning will be promptly destroyed.

17.3.1.2 Written Warning

Subject to 17.3.1 above, written warnings will not be used unless the unit member has been orally warned about similar actions within eighteen (18) months following the date of the last occurrence. Written warnings will not be placed in the unit member's file.

17.3.1.2.1 Provided there has been no repetition of a similar kind of conduct for a period of two years (24 months) following a written warning, all records of the written warning will be promptly destroyed.

17.3.1.3 Written Reprimand

17.3.1.3.1 Subject to 17.3.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within twenty-four (24) months following the date of the last occurrence. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

17.3.1.3.2 The employee may attach a statement of rebuttal which shall be permanently attached to the reprimand.

17.3.1.3.3 Provided there has been no repetition of a similar kind of offense for a period of four (4) years following a written reprimand, the written reprimand shall be promptly removed from the employee's personnel file.

17.3.1.4 Suspension Without Pay

Subject to 17.3.1 above, suspension will not be used unless the unit member has received at least one (1) written reprimand about similar conduct issued within a reasonable period of time.

17.3.1.4.1 No unit member will be suspended for more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension must be proportionate to the member's conduct.

17.3.1.4.2 Suspension without pay may be appealed directly to step four (4) of the grievance procedure as outlined in Article 13 of the Agreement. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered or the grievance is otherwise resolved.

17.3.1.4.3 Provided there has been no repetition of a similar kind of conduct for a period of four (4) years following a suspension, the notice of suspension will be promptly removed from the employee's personnel file.

17.4 Required Notice of Suspension

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy without the unit member's name will be concurrently provided to the Association President. The notice of suspension will contain:

17.4.1 A statement of the specific acts or omissions upon which the action is based;

17.4.2 A statement of the cause(s) for which action is recommended;

17.4.3 Where applicable, the Education Code section, policy, rule regulation, or directive the member allegedly violated;

17.4.4 The penalty proposed and effective date;

17.4.5 Copies of the documentary evidence upon which the recommendation is based;

17.4.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to step four (4) of the grievance procedure as outlined in Article 13 of this Agreement.

17.6 Confidentiality

All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law.

17.6 Education Code

This article is intended for the purpose of suspensions for up to 15 days to replace the provisions of the Education Code Section 44944, but will not apply to suspension pursuant to Education Code Section 44939, 44940, or 44942. Nor is this article intended to preclude the District's right to non re-elect probationary unit members or to release temporary teachers pursuant to the Education Code.

ARTICLE 18-COMPLETION OF MEET AND NEGOTIATE

- 18.1 The terms and conditions set forth herein represent the full and complete understanding between District and Association. The terms and conditions may be altered, changed, added to, deleted from, or modified only by voluntary mutual written consent of District and Association. This agreement terminates and supersedes those past practices, agreements, procedures, traditions, rules, or regulations inconsistent with its provisions.

ARTICLE 19- TERM

- 19.1 This agreement shall remain in full force and effect up to and including June 30, 2009. Effective July 1, 2007, this contract shall be open for negotiations on salary, benefits, Article 11 – Evaluation (contract year 2007-2008 only), memoranda of understanding, and three articles of each party’s choosing. Thereafter, this Agreement shall continue in effect from year to year unless one of the parties notifies the other in writing no later than March 15 of any year of its request to modify, amend, or terminate the Agreement.
- 19.2 Negotiation dates must be scheduled by mutual agreement no later than April 15 of each year, to commence prior to the end of the school year. An initial proposal must be presented to the other party no later than the first regularly scheduled Governing Board meeting in April.

SIGNATURE PAGE

FOR THE DISTRICT

FOR THE ASSOCIATION

John Stockton
Associate Superintendent

Patrick Wildermuth
Lead Negotiator

November 8, 2006
Date

November 8, 2006
Date