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ARTICLE 1

Agreement

- 1.1 The following contract has been developed and agreed to by the official designees of the Elk Grove Education Association and the Elk Grove Unified School District. The contract has been approved by the Elk Grove Unified School District Board of Trustees, and it becomes, therefore, the official description of the policies, rules and regulations, and supplementary procedures which shall govern the operation of the unit until or unless it is changed individually or collectively by subsequent negotiations and agreement.
- 1.2 This contract is entered into pursuant to Chapter 10.7, Sections 3540 3549 of the Government Code ("Act").
- 1.3 The policies and articles referred to herein, constitute binding agreements by and between the Governing Board of the Elk Grove Unified School District ("Board") and the Elk Grove Education Association, the legal representative of certificated employees, except those excluded as per Article 2, Recognition, of this contract.
- 1.4 The provisions of this contract shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement agreements shall be uniform in application and effect.

ARTICLE 2

Recognition

2.1 The Board recognizes the Elk Grove Education Association as the exclusive representative of all certificated employees of the Elk Grove Unified School District excluding management, confidential, and supervisory employees as defined in the Act and certificated members of the Psychological Services and Child Welfare and Attendance staffs for the purposes of meeting and negotiating.

2.2 UNITS

2.201 The Public Employment Relations Board (PERB) will, as provided by law, consider what appropriate units should exist in this school district to provide fair employee representation and provide for effective district operations. (Government Code 3545). The PERB will decide appropriateness in the light of such criteria as:

- a. Community interest of the employees
- b. Established practices
- c. Organizational affiliation of employees
- d. Effect of size of units on district operations
- e. Effect of number of units on district operations
- f. Present placement of employees on established salary schedules
- g. Interfacing job relationships (i.e., nurses, librarians, counselors, teachers)
- h. Funding source.

2.202 Should no organization apply for recognition, the governing board will invite employees to help design an employee-employer relationship plan for this district.

ARTICLE 3

Negotiations Procedures

3.1 NEGOTIATION PROCEDURES

- 3.101 Names, addresses, and telephone numbers of all district teachers shall be provided to the Association no later than November 15 of each school year.
- 3.102 Not later than March 1st of the calendar year it expires, the Board's representative shall meet and negotiate in good faith with the Elk Grove Education Association. Any agreement reached between the parties shall be reduced to writing and signed by them.
- 3.103 The Elk Grove Education Association shall designate not more than eight representatives who shall receive release time to attend negotiations and impasse proceedings.
- 3.104 Negotiations shall take place at mutually agreeable times and places provided that meetings shall be held within five days from receipt of a written request.
- 3.105 The Board and the Elk Grove Education Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 3.106 Either party may utilize the services of outside consultants to assist in the negotiations.
- 3.107 Within sixty (60) days of ratification of agreements by both parties herein, one (1) copy per school shall be prepared and delivered to the Association for distribution to the district schools
- 3.108 For the duration of the 1995-98 contract, both the District and EGEA may each reopen up to two articles (or new topics) annually. In addition, the District and EGEA agree to form a consultation body to define problems which need attention and to work toward the resolution of those problems.

3.2 ITEMS TO BE NEGOTIATED ANNUALLY

- 3.201 The school calendar shall be negotiated yearly by April 15. The calendar shall include the information listed in Board Policy 6111.
- 3.202 Staffing ratios for all certificated personnel represented by the Elk Grove Education Association will be reviewed and negotiated annually.

3.3

POLICY DEVELOPMENT AND REVIEW

- 3.301 The Superintendent is directed to negotiate and/or confer with bargaining unit representatives in suggesting and developing the proposed policies and regulations relating to governing board-teacher-administrator relationships and other matters as provided by law. Such policies will be negotiated or developed through consultation in accordance with California law.

- 3.302 The district will annually review these articles and will consider suggested revisions or additions which will improve these relationships and promote the educational welfare of the children attending the schools of the district.

ARTICLE 4

Association/Unit Member Rights

4.1 ASSOCIATION RIGHTS

- 4.101 Employee organizations shall be granted the right to:
- a. contact employees
 - b. use school bulletin boards and mail boxes
 - c. distribute employee organizational materials
 - d. use school facilities for organizational meetings in accordance with procedures and limitations established by the Superintendent in administrative regulations. Materials of employee organizations that are posted, mailed, or distributed under this policy shall not contain anything obscene, or anything which tends to degrade or malign persons or organizations.
- 4.102 The Association may distribute a booklet listing companies, procedures, and facts about tax sheltered annuities. Distribution will be made to all employees.
- 4.103 All contract amendments are to be presented to the payroll section of the business department.
- 4.104 Insurance agents are not to contact individual employees at school under any circumstances, including mail, telephone or personal contacts.
- 4.105 All questions, comments, etc., by carriers or agents are to be referred to the Elk Grove Education Association. The business office is to be contacted only when absolutely necessary.
- 4.106 Employee organizations which meet the provisions of the law and the policies of the district shall have the right to represent their members in matters within the scope of the law. (Government Code 3543.1)

4.2 UNIT MEMBER RIGHTS

Employees shall not be interfered with, intimidated, restrained, coerced or discriminated against-either by the school district or by employee organizations-because of their membership or non-membership in employee organizations. They shall have the right to participate through representatives of their own choosing in the presentation of their views to the governing board. (Government Code 3543.5)

4.3 AFFIRMATIVE ACTION

- 4.301 It shall be the purpose of the Elk Grove Unified School District to work within its financial capabilities toward a balanced total staff in terms of minority ethnic characteristics, race, sex, age, experience, and geographic region of training. The Superintendent shall establish procedures for the pursuit of this purpose which will provide for:
- a. Annual reports to the Board each July showing the distributions achieved for the previous year, the areas in which balance has not been achieved, and a set of hiring goals for the next year.
 - b. A structure which would include staff members in a monitoring and evaluation process.
 - c. A genuine effort to solicit applications from individuals who fit the group characteristics defined by the hiring goals.
- 4.302 Hiring goals shall be considered targets to be strived for, not quotas to be filled ignoring other criteria. The basic criterion for hiring shall be the qualifications of the applicant for the specific position(s) to be filled. When position qualifications of two or more applicants appear equal, the balanced hiring goals shall be the determining factor.
- 4.303 This section shall be subject to the grievance procedure excluding the arbitration step. The Board of Education shall retain the final authority in grievances of this article. This shall not preclude a unit member from seeking resolution of a grievance of this section through other channels open by law.

4.4 NONDISCRIMINATION

- 4.401 The governing board shall not discriminate against any employee on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, martial status, physical disability, membership in an employee organization, or participation in the activities of an employee organization.
- 4.402 Employee application forms and oral interview procedures shall not require applicants to reveal preferences for employee organizations.
- 4.403 Adequate and appropriate facilities for male and female staff shall be provided.
- 4.404 No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause and due process.
- 4.405 No employee shall be deprived, either directly or indirectly, of any rights conferred by law or by the Constitution of the State of California or the Constitution of the United States.

- 4.406 This section shall be subject to the grievance procedure excluding the arbitration step. The Board of Education shall retain the final authority in grievances of this article. This shall not preclude a unit member from seeking resolution of a grievance of this section through other channels open by law.

4.5 ACADEMIC FREEDOM

- 4.501 The teacher must be free to think and to express ideas, free to select and employ materials and methods of instruction, free from undue pressures of authority, and free to act within his/her professional group, including appropriate methods of student evaluation. Such freedom should be used judiciously and prudently to the end that it promotes the free exercise of intelligence and pupil learning.
- 4.502 Academic freedom is not an absolute. It must be exercised within the law and the basic ethical responsibilities of the teaching profession. Those responsibilities include:
- a. An understanding of our democratic tradition and its methods.
 - b. A concern for the welfare, growth, maturity, and development of students.
 - c. The method of scholarship.
 - d. Application of good taste and judgment in selecting and employing materials and methods of instruction.

4.6 CIVIL AND LEGAL RIGHTS

- 4.601 The personal life of an employee is not an appropriate concern or attention of the governing board except as it may directly prevent the employee from performing properly his/her assigned functions during the work day.
- 4.602 Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal laws.

ARTICLE 5

District Rights

- 5.1 All matters not specifically enumerated as within the scope of negotiations in Government Code }3540 et seq. and/or designated as rights shared with the Association are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 5.101 The legal, operations, geographical and organizational structure of the District, including the chain of command, division, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - 5.102 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 - 5.103 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, services and activity functions assigned to such properties;
 - 5.104 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed including educational (i.e., historically not performed by unit members unless the District must, to conform with federal and state law), support, construction, maintenance and repair services;
 - 5.105 The utilization of personnel not covered by this Agreement, including, but not limited to, substitutes, consultants, confidential, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;
 - 5.106 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance,

extra curricular and co-curricular activities and emergency situations with respect to such matters;

- 5.107 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location and also to any facilities, classroom, functions, activities, academic subject matter, grade levels, departments, tasks, or equipment; and the determination as to whether, when and where there is a job opening;
 - 5.108 The job classification and the content and qualifications thereof;
 - 5.109 The duties and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
 - 5.110 The dates, times and hours of operation District facilities, functions and activities;
 - 5.111 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters;
 - 5.112 The rules, regulations and policies for all unit members, students and the public;
 - 5.113 The retirement of unit members for age or disability; and
 - 5.114 The termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
- 5.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 5.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does the Association waive any rights guaranteed by law.
- 5.4 The District retains its rights to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
- 5.5 An emergency for the purposes of this Article shall be an act of God, or natural disaster such as, but not limited to earthquakes, floods, severe fires, major attack, plague or a financial situation equivalent to one or all of the examples above.
- 5.6 In addition, the declaration of an emergency which temporarily amends, modifies or rescinds rights guaranteed under this Agreement shall be subject to judicial review.
- 5.7 The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation, implementation or interpretation of this Agreement.

5.8 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of the District is not subject to the grievance provisions set forth in Article 7. However, this provision does not prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.

ARTICLE 6

Dues and Payroll Deductions

6.1 GROUP INSURANCE DEDUCTIONS

The district approves of and grants permission for the making of payroll deductions in handling of employee group insurance concerning health, hospital, payroll protection, accident, etc., policies of the employed personnel of the District, the premium for such policies being a charge against the earnings of the personnel covered by the policies.

6.2 Organizational Security

- 6.2.1 Any unit member who is a member of the Elk Grove Education Association, CTA/NEA, or who has applied for membership, shall maintain that membership for the duration of this Agreement, and may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 6.2.2 Any employee who becomes a member of the bargaining unit after May 30, 1992, who does not make application for membership within thirty (30) days from the date of commencement of assigned duties after achieving permanent status shall become a member of the Association or pay to the Association a fee in an amount equal to the costs of representation, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided however, that the unit member authorizes payroll deduction for such fee in the same manner as provided in section 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code § 45061 and in the same manner as set forth in 4.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 6.2.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Elk Grove Education Association, CTA/NEA, as a condition of employment; except that such unit member shall pay, in lieu of service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

- _3.1 United Way
- _3.2 The American Cancer Society
- _3.3 The American Heart Association

Such payment shall be made on or before October 1 of each school year.

- 6.2.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to section 3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 1 and 2 above. 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 made. Such proof shall be presented on or before October 1 of each school year.
- 6.2.5 Any unit member making payments as set forth in sections 3 and 4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 6.2.6 With respect to all sums deducted by the District pursuant to sections 1 and 2 above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 6.2.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article, and this shall be reciprocal on the District.
- 6.2.8 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any unit member, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
- 6.2.9 The Association agrees to indemnify, defend and hold the District harmless against any and all costs, claims or suits instituted against the District which allege illegality or unconstitutionality arising from its compliance with the provisions of this Article. The Association shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed.
- 6.2.10 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.

ARTICLE 7

Grievance Procedure

7.1 DEFINITIONS

- 7.101 A grievance is a claim that there has been a violation, misinterpretation, or misapplication of this Agreement or any Board Policies as cited in Article 1, Section 1.3.
- 7.102 A grievant may be any employee covered by the terms of this agreement or the Association.
- 7.103 A day is any day in which the central administrative office of the Elk Grove Unified School District is open for business.
- 7.104 The immediate supervisor is the administrator having immediate jurisdiction over the grievant.
- 7.105 A conferee may be an administrator, district staff member, district counsel, certificated employee counsel, or a representative of the recognized certificated employee organization.

7.2 TIMELINES

- 7.201 To insure the prompt resolution of grievances, specific time limits have been established; however, they may be extended as necessary with the consent of both parties.
- 7.202 If at any level or step the grievance is not resolved to the satisfaction of the grievant, it may be appealed to the next step in accordance with the established procedure.
- 7.203 If a grievance is not processed by the supervisor at any step in accordance with the time limits of this article, the grievant may appeal to the next step.
- 7.204 If a grievance is not processed by the grievant at any step in accordance with the time limits of this article, it shall be deemed withdrawn.

7.3 INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall seek a resolution by an informal conference with the immediate supervisor.

7.4 FORMAL LEVEL—STEP 1 (BUILDING LEVEL)

- 7.401 Within fifteen (15) days after the grievant's awareness of a grievance (but in no case more than 30 days after the violation, misinterpretation, or misapplication of the provisions of this agreement) or the inability of the immediate supervisor and the grievant to work out an informal resolution, the grievant must present his grievance in writing on the appropriate form to the District grievance officer who shall time stamp it and send it to the immediate supervisor, (an example of the form is in Appendix A).
- 7.402 The statement shall be a clear, concise statement of the grievance and the specific section or sections of the agreement violated; the decision rendered at the informal conference and the suggested remedy sought. The grievance form will be signed by the grievant, the date and time of presentation affixed thereto, and signed as received by the immediate supervisor.
- 7.403 The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the formal grievance.

7.5 FORMAL LEVEL—STEP 2 (DISTRICT LEVEL)

- 7.501 In the event the grievant is not satisfied with the decision at Step 1, then within fifteen (15) days of receipt of the decision, an appeal on the appropriate form may be made to the Superintendent or his designee after filing with the District grievance officer.
- 7.502 This statement shall include a copy of the original grievance, any decision rendered by the immediate supervisor, and a clear concise statement of the reasons for the appeal.
- 7.503 The Superintendent or designee shall render a written decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits.

7.6 FORMAL LEVEL—STEP 3 (ARBITRATION)

- 7.601 If the grievant is not satisfied with the decision of the Superintendent or designee, then he may, within ten (10) days after receipt of the decision by the Superintendent or designee, file a request in writing that the Association submit his grievance to arbitration after filing with the District grievance officer.
- 7.602 The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
- 7.603 Upon receipt of the notice, the District shall request a panel of arbitrators from the State Mediation and Conciliation Service. The District and the Association

shall strike in turn until one name remains. The order of striking shall be determined by lot.

- 7.604 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations and procedures of the district. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon both parties to this agreement.
- 7.605 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the district and the Association. All other costs will be borne by the party incurring them.

7.7 GENERAL PROVISIONS

- 7.701 A conferee may be present at any conference or meeting of the grievant and the immediate supervisor or the Superintendent, if specifically requested by a party to the grievance. This should not preclude the right of either party to separately make an investigation of the facts without the presence or interference of a conferee.
- 7.702 Any person involved in the grievance process who intends to have a conferee(s) at any meeting shall give notice at least twenty-four (24) hours in advance of said meetings. Such notice may be waived by mutual consent.
- 7.703 All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel files of any participant.
- 7.704 When it is necessary for a grievant, and his/her representative, or an employee requested to appear to attend a grievance meeting or hearing during the working day, such parties shall be released without loss of pay.
- 7.705 If a grievance arises from action or inaction of a person at a level above the school or department, the aggrieved person shall submit such grievance in writing and in accordance with Step 1, 7.402 to the Superintendent.
- 7.706 Appropriate forms for the filing and processing of grievances will be developed jointly by the Superintendent or designee and employee organization and provided by the district as necessary at the cost of the district.
- 7.707 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of an employee organization, or any other participant in the grievance procedure by reason of such participation.
- 7.708 A teacher shall be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative selected by the Association. If a teacher is not represented by the Association or its representative, the Association shall have the right to receive a copy of the

grievance, the proposed resolution, and be afforded the opportunity to file a response prior to resolution.

ARTICLE 8

Hours/Job Description

TEACHERS

8.1 GENERAL RESPONSIBILITIES

- 8.101 Teachers employed by the Elk Grove Unified School District work at the direction of the site principal, the principal's designee, or other appropriate administrative supervisor as determined by their assignment.
- 8.102 Teachers are responsible within the resources available for planning, implementing, monitoring, and assessing a classroom instructional program:
- a. Which is consistent with the current philosophy of the district;
 - b. Which pursues the goals for instruction and total student development adopted by the Board of Education;
 - c. Which reflects the specific goals for a school as adopted by the principal in consultation with school staff and district personnel; and
 - d. Which pursues specific objectives, developed by the teacher and approved by the principal, based on assessment of student needs in relation to the school and district goals.
- 8.103 Teachers will participate in the curricular and extra curricular school programs as part of their contractual obligation; in curriculum assessment and development activities; in the supervision, control, and advisement of all students.
- 8.104 Teachers are responsible for regular communication with parents to keep them aware of the:
- a. Goals and objectives of the instructional program for their students;
 - b. Progress of the individual students in pursuit of the class objectives;
 - c. Special needs or problems of students as observed by the teacher; and
 - d. Special accomplishments of students.
- 8.105 Curriculum/Instructional Communication: It is the responsibility of the teacher to communicate his/her curriculum and instructional plans and objectives to the students and to the parents.

- a. Each teacher will provide to each parent a description of the course, the expectations of students (homework patterns, projects, laboratory exercises, field trips etc.) and other pertinent information so that parents can monitor their children's performance relating to the teacher's expectations.
 - b. This communication is to be in writing, approved by the principal, and approved for every parent.
- 8.106 In addition to communicating the purposes and expectations of the instructional program, each teacher is responsible for a reasonable attempt to keep parents informed regarding the progress of their student(s).
- a. Each teacher shall provide parents with objective evidence of their student's progress at each grading period.
 - b. Parents of students who are doing unsatisfactory work, failing to meet other expectations of the teacher, are to be notified when that condition becomes apparent to the teacher. Teachers should make every reasonable effort to get parent support and involvement to find a way to remedy the student's problem.
 - c. No student should be assigned a failing grade if parents have not been alerted to the problem(s) in advance. If unusual circumstances did not allow for such notification, the failing grade must be approved by the principal and the circumstances reported to the parent.
- 8.107 Teachers are responsible for representing the district and their schools to the community and for helping to create and maintain a positive image of the district, school and profession in the capacity of their employment.
- 8.108 Teachers shall carry out such other tasks as may be required by emergencies for the operation of the schools.

8.2 INSTRUCTIONAL RESPONSIBILITIES

- 8.201 Teachers shall work a school day of 450 minutes (7 1/2 hours) within which the principal will schedule:
- a. A lunch break which provides a minimum of thirty duty free minutes. (The principal of each elementary school shall organize the teacher duty schedule in such a manner that no teacher has less than thirty minutes duty free lunch each day);
 - b. An appropriate amount of time for direct teaching not to exceed 330 minutes (336 minutes for year round schools);
 - c. Recesses and faculty breaks as necessary or required (every reasonable effort will be made to allow for ten consecutive minutes of non-instructional time every three hours);

- d. Before and after school "duty" time for staff;
 - e. Preparation periods for grades 7th - 12th.
 - f. Preparation time for grades 1st through 6th to be arranged at the local site equivalent to 180 minutes weekly.
 - g. It is the intent of the parties that preparation time will start the first day of school. If this is not feasible because of changes in program, personnel, calendar, or other factors, every effort shall be made between the principal and the staff to seek mutual solutions to approximate the contractual requirement for preparation time.
 - h. It is intended that preparation time is to be arranged during instructional time; however, in unusual situations teachers and principals may agree to other mechanisms for providing preparation time.
 - i. It is the intent of the parties that the District will proportionately reduce preparation time on those days where the schedule must be shortened for other purposes.
 - j. Principals will consult with staff on these issues, and individual members will be bound by any agreement between the principal and the staff.
- 8.202 Teachers shall attend faculty meetings when they are necessary to the operation of the school and scheduled by the principal. It is expected that two such meetings in a month would be adequate although special circumstances may require more.
- 8.203 Teachers shall attend such additional meetings of the entire staff, grade level staff, department staffs, or other staff groups as may be required by school, district, state or federal projects.
- 8.204 Meetings on track change days for teachers reporting for duty shall be conducted prior to student dismissal. On track change days after student dismissal, staff meetings can only be held for those not involved in roving or moving in or out of a classroom.
- 8.205 Teachers shall not be required in carrying out their instructional responsibilities to participate in more than a thirty-nine (39) hour week nor to attend more than two faculty or other group meetings in any week.

8.3 PLANNING RESPONSIBILITIES

It is expected that each teacher will make appropriate long-range and daily plans for his/her classroom teaching. It is recognized that such planning may need to be done outside of the defined working day.

- 8.301 Long Range Plans: These plans take the forms of goals and objectives for the year's instructional program which shall be submitted annually to the school principal for approval and adoption as a working document which may be modified by mutual agreement.

- 8.302 Daily Plans: Teachers will develop daily lesson plans; such plans in written form may be required when necessary by the principal.
- 8.303 Substitute Plans: A plan suitable for the use of a substitute teacher shall be kept on file in the school office or in a specified place in the classroom.

8.4 CURRICULUM ASSESSMENT AND DEVELOPMENT RESPONSIBILITIES

It is considered part of each teacher's professional responsibility to participate in local school and district instructional improvement programs.

- 8.401 Curriculum Assessment. Typically, the work in this area during the school year will be evaluative and planning activities. Teacher participation during the school year will be limited to one school level or one district level committee.
- a. Such committees will schedule official meetings no more than once a month and agendas will be planned to require no more than one hour.
 - b. Committees may meet one or two all day or half day sessions for final report writing or other summarizing activities; such meetings require the approval of the Associate Superintendent of Instruction.
 - c. The district will provide released time or payment at adult school rates for the participants. Participation will be assigned in an equitable manner.
- 8.402 Development Responsibilities: Projects in these areas may evolve from school year committee work and usually occur in the summer.
- a. Committees will be established or approved by the Associate Superintendent of Instruction.
 - b. Membership on such committees will be voluntary and participants will be paid for such work at adult school rates.

8.5 NON-INSTRUCTIONAL RESPONSIBILITIES

- 8.501 PTA, PTSA, or Parent Club Responsibilities: An important source of community support for a school and the district is the school's parent organization. Teachers are encouraged to participate in the activities of such organizations.
- 8.502 Extra and Co-curricular Activities: These programs are considered part of the on-going total school program for which teachers share responsibility. Supervision of clubs, class organizations, athletics, dances, field days, and field trips are illustrative of the sorts of activities which teachers may be asked to accept.

- a. Teachers will be given an opportunity to volunteer for specific supervisory duties during the first two weeks of the semester. A schedule of assigned duties will be posted.
- b. On occasion, principals may need to assign teachers to specific tasks when that is necessary, the principal shall make every attempt to maintain equity among the staff and give at least two weeks notice prior to the event.
- c. The task(s) will be clearly described in advance of the activity. No teacher will be assigned to more than two such duties per semester.
- d. Overall student supervision requirements (yard duty, bus duty, etc.) will be a factor to be considered to assure equitable adjunct duty assignments.

8.503 Community Representation Responsibilities: Teachers are encouraged to participate in community, non-school activities - political groups, service organizations, cultural programs, etc. - of their choice.

NURSES

8.6 WORK DAY

- 8.601 Nurses shall work a school day of 450 minutes (7.5 hours) commensurate with the normal hours of the assigned school. The work load is not to exceed 375 minutes (6.5 hours) without the nurse being compensated by time off or by additional pay, at the appropriate per diem.
- a. A lunch break to provide a minimum of thirty (30) minutes or fifty-five (55) minutes if travel is required to another school.
 - b. The work day shall include appropriate amount of time for: health appraisal; health counseling; health education.
 - c. A ten minute break, morning and afternoon.
 - d. Prep period for secondary level to complete health related records.
- 8.602 Nurses shall attend faculty meetings when requested by the principal. Nurses who have multiple school assignments will not be required to attend more than two staff meetings in any month.
- 8.603 Nurses shall attend additional meetings of nursing staff, grade level, special education, county workshops and other related health agencies.
- 8.604 Nurses shall work a school year commensurate with the approved school calendar to include 184 days and preschool work days required of certificated personnel.

8.7 PLANNING RESPONSIBILITIES

- 8.701 It is expected each nurse will make appropriate long-range and daily plans for her professional duties.
- 8.702 Long-range plans: Goals and objectives for the year shall be submitted annually to the respective principal for consultation and recommendation, and the Director of Special Services for appraisal and approval.

8.8 HEALTH MAINTENANCE RESPONSIBILITIES

- 8.801 Conducts medical case finding, screening and referral activities related to health defects for all students in vision, hearing and scoliosis.
- 8.802 Conducts a program directed toward the control of communicable diseases in the school and community, including immunization evaluation at appropriate grade levels.
- 8.803 Serves as a health education resource person to staff and pupils.
- 8.804 Assists in identification of safety and health hazards on school sites.
- 8.805 Provides health counseling services for pupils, parents and school personnel.
- 8.806 Maintains a health record for each pupil.
- 8.807 Informs teachers of physical health liabilities of pupils.
- 8.808 Processes child abuse referrals in cooperation with school staff or community in accordance with state law.
- 8.809 Provides consultation and/or emergency nursing services for seriously ill or severely injured pupils at school.
- 8.810 Prepares required reports and forms pursuant to the management of the school health program.
- 8.811 Supervises assigned clerical personnel and pupil monitors.
- 8.812 Participates with Special Education in developing Individualized Educational Programs (IEP's).
 - 8.812.1 Obtains medical reports when indicated.
 - 8.812.2 Obtains health and developmental history from parent/guardian as indicated.
 - 8.812.3 Assesses home environment in relation to child's need.
 - 8.812.4 Evaluates health status of students.

- 8.812.5 Is a member of the School Assessment Team and attends the meetings whenever the health assessment is important to the development of the Individualized Educational Programs.

8.9 NON-NURSING RESPONSIBILITIES

- 8.901 Nurses are encouraged to participate in parent group responsibilities whenever possible.
- 8.902 Community Representation. Nurses are encouraged to participate in community non-school activities, political groups, service organizations, cultural programs, etc., of their choice.
- 8.903 Assumes responsibility for continuing education and professional development of self and contributes to the professional development of others.

MEDIA LIBRARIAN TEACHER

8.10 DEFINITION

Media librarian teachers will plan, carry out, and evaluate the use of instructional materials, print and non-print, and related audio visual equipment for both groups and individual students.

8.11 QUALIFICATIONS

The minimum requirements are a valid California teaching credential with an additional credential in school librarianship. Additionally, demonstrated success, either in prior teaching, student teaching, and/or related experience, in meeting the intellectual, emotional, and physical needs of students, is required.

8.12 INSTRUCTIONAL RESPONSIBILITIES

- 8.1201 Media librarian teachers shall work a school day of 450 minutes (7.5 hours) which includes a minimum of a 30 minute lunch break.
- a. At each school where a media librarian teacher is employed, the media library shall be considered a department. The department shall have a department head with the same authority and compensation as other department chairpersons - at not less than .02% on the additional compensation schedule.
 - b. Media librarian teachers shall attend department head and faculty meetings when appropriate and scheduled by principal.

- c. In those cases where the hours that the media library is open extend beyond the working day of one media librarian teacher, a sufficient number of professional media librarian teachers shall be appointed so that staggered scheduling covers that extended program.
- 8.1202 Provide library media services including materials and equipment to meet instructional needs and interests of the students.
 - 8.1203 Provide library media services, including materials and equipment, to support the instructional needs of the faculty.
 - 8.1204 Provide reference services, compile bibliographies, and include reading guidance to students, both individuals and group.
 - 8.1205 Plan and implement a program of instruction that teaches students the effective use of library media resources.
 - 8.1206 Serve on the schools' curriculum committee, department head committees, that establish school philosophy and direction.
 - 8.1207 Create and maintain atmosphere in the library media center conducive to effective library use.
 - 8.1208 Work closely with other staff members so that the library media center may be of maximum service to the instructional program.

8.13 PROGRAM RESPONSIBILITIES

- 8.1301 Assume total responsibility for the implementation of the library media program of the school.
 - a. Develop and recommend policies for the use of library media materials, print and non-print.
 - b. Develop and recommend policies for the use and distribution of audio visual equipment.
 - c. Prepare, recommend, and administer the adopted library media budget.
 - d. Prepare statistical, financial, and progress reports.
 - e. Develop and recommend the routines and regulations to implement the library media program.
 - f. Organize and supervise the circulation of library media materials.
- 8.1302 Cooperate with the administrative offices at school and district level in planning and implementing the educational programs of the school.

- 8.1303 Participate actively in library media and other educational associations for the benefit of the media librarian's own professional improvement.
- 8.1304 Evaluate the library media program, services and materials in terms of local needs, and state, regional and national standards.

8.14 TECHNICAL RESPONSIBILITY

- 8.1401 Schedule, train and supervise the adult library media staff.
- 8.1402 Select, supervise and train student library media assistants.
- 8.1403 Provide for evaluation, selection, acquisition, cataloguing, processing and circulation of library media materials.
 - a. Provide an opportunity for faculty and student participation in the selection of library media materials.
 - b. Provide assistance in the ordering, processing and distribution of textbooks.
 - c. Prepare and complete such forms, records, and reports as may be called for in the management of the school.

SCHOOL COUNSELOR

8.15 PHILOSOPHY

Learning best occurs when students are growing towards their fullest potential, their self-actualization, and their striving for perfection as individuals. To this end, the counselors aim their services. Counseling has been described as the face to face meeting of the counselor and counselee. Within the guidance services, counseling may be thought of as the core of the helping process, essential for the proper administering of assistance to students as they attempt to experience themselves in all spheres. It is the counselor's duty to assist the students in achieving a level of self-awareness so that the students can make good decisions and optimum use of their academic preparation. To do this, counselors encourage students to seek counseling services outlined below and work collectively with other school personnel to satisfy needs of each individual student.

8.16 EDUCATIONAL DUTIES

- 8.1601 Advise students in class selections.
- 8.1602 Advise students in graduation requirements.
- 8.1603 Helping students in decision making process regarding future plans.

- 8.1604 Help identify and counsel students with special needs, i.e. GATE students, potential drop outs, truants, academic failures, special education students, and students with behavioral and social/school adjustment problems.
- 8.1605 Act as consultants on school appraisal team, curriculum committees, and to other school personnel.
- 8.1606 Act as liaison to students, school personnel, community agencies and families.
- 8.1607 Attend conferences and workshops for professional growth.
- 8.1608 Orient new students to school programs and activities.

8.17 HIGH SCHOOL COUNSELOR

- 8.1701 Assist students in planning academic alternatives, i.e., concurrent enrollment, G.E.D., California High School Proficiency Test.
- 8.1702 Assist post high school counselor in providing educational experiences on and off campus, i.e., touring campuses, technical schools, industry, and business providing college readiness class, etc.
- 8.1703 Work closely with career counselor to coordinate guidance functions.

8.18 CAREER COUNSELOR

Although the career counselor will have the primary responsibility for the career guidance aspect of the school counseling program, it is recognized school counselors will provide career counseling as a normal part of their duties.

8.19 SCHOOL RELATED COUNSELING

- 8.1901 Counsel students individually regarding truancy, behavior, school/social adjustment, dropping out, decision making, learning disorders to make educational goals more relevant and recommend available alternatives.
- 8.1902 Counsel students individually for the purpose of identifying and modifying personal assets and limitations, problems, communication skills and survival skills.
- 8.1903 Facilitate counseling groups to expand counselor/student contacts and enhance the interpersonal process.
- 8.1904 Provide crisis counseling.
- 8.1905 Counseling with families to help students with school and social adjustment problems.

8.20 Supervisory

- 8.2001 Supervise counselor interns.
- 8.2002 Supervise counselor paraprofessionals and clerical personnel.
- 8.2003 Supervise guidance office assistants.

8.21 PROGRAM DEVELOPMENT

- 8.2101 Administering and evaluating needs assessments regarding counseling and guidance functions.
- 8.2102 Responsible for developing and implementing a guidance program.

HEAD COUNSELOR

8.22 BRIEF DESCRIPTION OF POSITION

Plans, supervises and coordinates the counseling and guidance program in a secondary school.

8.23 MAJOR DUTIES AND RESPONSIBILITIES

- 8.2301 Provide leadership in the continuous evaluation, interpretation and implementation of the counseling and guidance program.
- 8.2302 Prepare and administer annual guidance budget.
- 8.2303 Schedule regular meetings for counselors and prepare agenda.
- 8.2304 Call special meetings for counselors at appropriate times.
- 8.2305 Supervise the work of counselors, paraprofessionals, social workers, clerical staff and Career Center Technicians.
- 8.2306 Represent the Guidance Department at all Steering Committee meetings or send a representative from the guidance staff if unable to attend.
- 8.2307 Assume the responsibility for a close working relationship between counselors and administration and counselors and teachers.
- 8.2308 Coordinate the allocation of job tasks and provide adequate time for completion of these tasks.
- 8.2309 Assist in the establishment and maintenance of good community-school public relations.

8.2310 Maintain running inventory of all department equipment.

8.24 HEAD COUNSELOR

The Head Counselor will receive additional compensation in salary which is commensurate with other department chairpersons.

8.25 SELECTION

8.2501 Must be a member of the counseling staff.

8.2502 Appointment by principal and recommendation of counseling staff.

POST SECONDARY/FINANCIAL AIDE COUNSELOR

8.26 The post secondary/financial aide counselor plays a unique and vital role in the transition between secondary education and post high school activities of the student.

8.27 Prior to graduation, students face a variety of decisions concerning post secondary plans, including education, employment, financial aid, and independence. In addition, students are involved in a wide variety of tasks - completing graduation requirements, participating in various testing programs, and applying for schools, employment, training and financial aid.

8.28 The post secondary counselor shall provide intensive assistance and up-to-date information to graduating seniors. In addition, the post secondary counselor shall work closely with the career guidance counselor to implement the goals and objectives of the career guidance program in the district as they pertain to senior students.

8.2801 Financial aid and scholarship counseling.

8.2802 College orientation (trips and liaison).

8.2803 College admissions and preparatory test (ACT, SAT, PSAT, National Merit).

8.2804 Identifying alternatives to college

8.2805 Identifying vocational and educational goals of students and recommending available alternatives.

8.2806 Educational and career counseling (individual and groups)

8.2807 Advise students regarding post secondary education.

8.2808 Administer and interpret vocational testing.

- 8.2809 Supervise transcript evaluation for vocational and educational planning; assist in post secondary job placement; supervise applications for State Proficiency Test and G.E.D. testing; college and industry speaker coordination; inform parents about post secondary school planning regarding their students; coordinate information to teachers and counselors regarding post secondary school planning; supervise post secondary school and career paraprofessionals in assisting in performing the duties of the post secondary school counselor.

CAREER GUIDANCE COUNSELOR

8.29 PHILOSOPHY

The Career Guidance Counselor plays a central role in a career education program. It is his/her duty to assist the student in achieving such a level of personal awareness that the student can make good decisions, arrive at a personally meaningful set of work values, and make optimum use of his/her academic preparation. In addition, the career guidance counselor can be instrumental in ensuring that students are equipped with career decision making skills, job seeking and retention skills, inter-personal skills that will allow them to succeed at work, adequate career information and awareness of educational-vocational opportunities. The student should also have an awareness of the means available for changing career choices and the social and personal constraints that impinge upon career alternatives.

8.30 DUTIES

- 8.3001 Works collectively with faculty, staff, students, and administration in the development of a career education and career guidance program.
- 8.3002 Assists District Career Education Coordinator in coordinating needs assessment; coordinates formulation of goals and objectives of Career Guidance Program; develops strategies to meet goals and objectives.
- 8.3003 Coordinates existing and planned services in career education and guidance, 9-12.
- 8.3004 Works in cooperation with other career education and guidance personnel, including Work Experience Coordinator, ROP Counselor: as well as community services such as Comprehensive Youth Program.
- 8.3005 Acts as a resource person to faculty and staff.
- a. Assists faculty in implementation of classroom infusion of career education.
 - b. Assists counselors in delivery of career guidance in individual and group counseling.
 - c. Trains staff.
- 8.3006 Coordinates community resources.

- 8.3007 Supervises maintenance and organization of Career Center, Career Center personnel, Career Library; provides for career testing services and ensures availability of information resources.
- 8.3008 Provides career guidance to students and assists other counseling staff in providing career guidance to students.
- 8.3009 Assists in career test interpretation.
- 8.3010 Organizes and assists with group and individual career counseling including personal awareness, interests, aptitudes, skills, strengths, communication skills, values clarification, goal formulation, career planning.
- 8.3011 Organizes and assists with group counseling workshops on decision making skills, problem solving, job seeking and retention skills, career information.
- 8.3012 Pursues personal in-service program to update and improve counseling skills and maintain up-to-date knowledge of trends in business and industry.

LANGUAGE, SPEECH, AND HEARING SPECIALIST (LSH)

8.31 WORK DAY

- 8.3101 Works a school day of 450 minutes (7.5 hours) commensurate with the normal hours of the assigned school. A lunch break will be provided with a minimum of thirty (30) minutes duty free excluding travel time.
- 8.3102 Serves as member of school staff, assuming reasonable extra responsibilities which do not limit primary function. Specialists assigned to more than one site should have such responsibilities assigned in consideration of their individual situations, with the director determining an equitable assignment of such responsibilities if necessary and if assigned to more than one site.

8.32 Duties and Responsibilities

- 8.3201 Directly responsible to Director, Special Services with input from site administrator.
- 8.3202 Accepts and processes referrals from teachers, psychologists, parents, administrators, physicians and other agency personnel through the Student Study Team process.
- 8.3203 Provides speech and language screening as need is determined by specialist. Selects, administers and interprets diagnostic tests to identify the language, speech and hearing needs of referred students including legally mandated triennial reassessments of special education students; determines when the communication handicap is the primary handicapping condition and conveys this information to the Individual Educational Plan (IEP) Team.

- 8.3204 Writes diagnostic reports, makes recommendations to SST/IEP Team members and facilitates referrals to other agencies, clinics, etc., when needed.
- 8.3205 Prepares appropriate (IEP's) for students who meet eligibility criteria for the program established by the state. The state also establishes a "recommended maximum average caseload" of 55 per full-time special education position. If eligible students exceed this number, the LSH specialist establishes priorities in caseload selection. Language, speech and hearing specialists working under AB2666 shall have a maximum class load of 40 per full-time position.
- 8.3206 Implements effective remediation strategies and behavioral management techniques to individuals enrolled in therapy to comply with legally mandated requirements.
- 8.3207 Organizes and maintains records as required by law and district policy.
- 8.3208 Monitors and facilitates student progress and re-evaluates this progress on an annual basis.
- 8.3209 Develops schedule which balances time available for diagnostic assessments, direct services to students, consultation to parents and staff members, SST/IEP meetings, district staff meetings and other responsibilities, as required.
- 8.3210 Consults with parents, teachers, administrators and other specialists regarding the language, speech and hearing needs of students.
- 8.3211 Serves as an integral member of the IEP Team at each school site and as appropriate, on the site student study team.
- 8.3212 Establishes and maintains positive relationships with district personnel, parents, students and community members.
- 8.3213 When appropriate, plans and presents in-service training regarding language, speech and hearing disorders and Special Education procedures.
- 8.3214 Communicates program needs to Director, Special Services, and/or site administrator, when appropriate.
- 8.3215 Assists in the evaluation of overall program effectiveness, including professional growth needs.
- 8.3216 Specialists will have representation on district committees and input into the decision making process in matters relating to the language, speech and hearing program.

ARTICLE 9

Calendar

- 9.1 Commencing with the 1989-90 school year, there shall be an increase to 184 teacher work days and the number of student attendance days shall be 180. One full teacher work day will be dedicated to Staff Development.
- 9.101 The District and EGEA agree to schedule the Educational Symposium Staff Development Day according to the following guidelines:
- a. The District and EGEA will consult and schedule a symposium date which may or may not occur in the fall.
 - b. If the Symposium Day cannot be scheduled immediately before or after a track change day, then affected off-track teachers will be offered an alternative staff development day which is immediately before or after a track change day.
- 9.2 The year-round calendar shall be reduced by two (2) days for the 1990-91 school year. The Association agrees to add six minutes daily for a total of thirty minutes weekly in exchange for the reduction of two days. A single thirty (30) minutes of time shall be scheduled weekly to provide an opportunity for a focused instructional learning period. The configuration of the time will be arranged in such a fashion as to maximize the educational advantage to students. The time will be available to local schools to use for concentrated efforts in basic skill training, including but not limited to mathematics instruction, training, language instruction, testing skills, and reading instruction. The District shall provide assistance in curriculum materials to minimize the preparation responsibility for the classroom teacher. Before a decision is made concerning the appropriate instructional program, a collaborative effort will be made with local staffs.
- 9.3 The year-round calendar will be reduced by one (1) day for the 1992-93 school year. The student year at year-round schools will be 177 days of attendance. The teacher work year will be 181 days. Minutes added and maintained as necessary to offset the reduction in instructional year shall be accumulated and utilized in ways which provide adequate time for focused, enhanced student learning.
- 9.4 Teachers shall not be required to perform services for the Board, including attendance at Board workshops, tours, or civic meetings, for more than three school days adjacent to the school year.

ARTICLE 10

Working Conditions

10.1 PHYSICAL ENVIRONMENT

The physical environment within which instruction occurs should contribute rather than interfere with the educational process. Within the financial limitations of the district and the facility limitations at each school, principals and staff will work together to provide the best possible environment for teaching and learning. The District's goal is to gain recognition from the Association that it often has limited options in resolving facility problems and has and will make good faith efforts to resolve facility issues. The mechanism for dealing with facility issues will be an EGEA advisory committee which will advise the District of problems and work with the District for resolution.

10.2 SAFETY

- 10.201 School facilities shall be available for safe use at least one week prior to the first day of required student attendance.
- 10.202 Certificated personnel shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well being.

10.3 PREPARATION TIME

- 10.301 Where this contract provides for preparation time within the working day, (Article 8, Section 8.201 e.) rules and regulations will provide for the use of such time.
- 10.302 Teacher preparation periods will not be available for administrative assignment.
- 10.303 When modifications in school schedules make classrooms unavailable to teachers, suitable space for preparation and work will be provided.
- 10.304 Pre-Service Work Day Meetings: Site level administrators will make every attempt to limit large group faculty meetings to four hours during the second pre-service work day. If special circumstances warrant additional meeting time that day, the principal will consult with the staff in an attempt to leave adequate time for individual teacher preparation, grade level and/or department meetings, classroom preparation and other concerns.

10.4 FACILITIES

- 10.401 The Board shall provide certificated personnel with:

- a. A convenient place in which personal belongings can be secured.
 - b. Adequate chalkboard space or overhead projection facilities for the instruction teachers.
 - c. Access to basic reference materials.
 - d. Adequate storage space in each classroom for current instructional materials.
 - e. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
- 10.402 It shall be the purpose of the Board to make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for personnel use. Provision for such facilities will be made in all future buildings.
- 10.403 Telephone facilities shall be made available to certificated personnel for school purposes.
- 10.404 Adequate off-street parking facilities shall be provided and properly maintained and identified as being for use of school personnel.
- 10.405 The custodial schedule will be designed so that rooms are kept clean. This recognizes that some instructional programs require more custodial time and/or personnel than other instructional programs. Rooms will be cleaned according to need rather than according to the clock.

10.5 CLERICAL AND BOOKKEEPING ACTIVITIES

The Board agrees to seek ways which will result in reduction of clerical and bookkeeping activities by certificated personnel.

10.6 SCHOOL BUDGET DEVELOPMENT

Within the per pupil allowance and existing staff ratios, the District agrees that faculty input must be included in school budgetary development in order to assure that supplies and equipment are provided to prepare instructional materials needed by the staff.

ARTICLE 11

Transfer and Reassignment

11.1 DEFINITIONS

- 11.101 Transfer shall mean a change in the unit member's work location from one school or work site to another school or work site within the District. Such transfer does not include assignment or reassignment of specific positions and responsibilities within the school or department. Unit members assigned to more than one work site shall be considered transferred only when moved from one District-wide program to another. A transfer may be initiated by a unit member (voluntary) or by the District (involuntary).
- 11.102 Reassignment shall mean a change in the unit member's grade level (K-6) or department assignments (7-12).

11.2 TRANSFER—GENERAL PROVISIONS

- 11.201 Open Application Period. A unit member may apply, according to the procedure in 11.3 , for any vacancy or new position occurring prior to the first student attendance day of the school year.
- 11.202 Advertisement of Vacancies. When a vacancy occurs, an announcement of the vacancy shall be made first to unit members who have a transfer request on file. The announcement will be posted in each school no fewer than ten (10) days prior to the filing deadline. The announcement will include all relevant information regarding the vacancy:
- a. Location of the vacancy
 - b. Description of the vacancy (grade level, subject matter, co-curricular assignments).
 - c. Credential and experience requirements.
 - d. Starting date.
 - e. Application deadline.
 - f. Interim or permanent nature of vacancy.
- 11.203 A comprehensive listing of anticipated vacancies for the following school year shall be sent to each unit member no later than the first Friday in March.

- 11.204 Within ten (10) working days of the filling of certificated vacancies, the district shall notify applicants of the outcome of the process.
- 11.205 Upon written request, the district shall provide a unit member the reasons for not being selected for a position for which he/she specifically applied.

11.3 VOLUNTARY TRANSFERS

- 11.301 A unit member may request a transfer for the following school year by filing, no later than the third Friday in February for the first round and the third Friday in April for the second round.
- 11.302 Transfer to specific site. The applicant must complete a "Request for Transfer" form in triplicate for each specific school site he/she is interested in. One copy is retained by the files; two are sent to the Human Resources Department. One will be sent to the Principal(s) of the school(s) in which a vacancy occurs, by the Human Resources Department.
- Transfer to unidentified site. Applicants willing to consider placement in any open position that becomes available should complete an "Open Transfer Request" form.
- 11.304 Positions which become available through attrition and the initial transfer cycle (between third Friday in February and second Friday in April) exclusive of unassigned growth positions, will be posted for transfer between the second Friday in June and the last Friday in June.
- 11.305 When a vacancy occurs during the school year, such a vacancy shall be filled on an interim basis for the remainder of the school year. If the position becomes permanent for the following year, a vacancy announcement shall be advertised as provided in 11.201 above.
- 11.306 The district shall designate 25% of the budget authorized unassigned growth positions as Temporary for the year within which they occur. If these positions become permanent, they shall be posted for transfer the following year, and be advertised as provided in 11.201 above.
- 11.307 Transfer requests will be considered in terms of two criteria:
- a. Qualifications of the applicant for the vacancy in terms of credential(s), experience, competence, interest, commitment, affirmative action hiring goals, bilingual certification, past evaluations and recommendations.
 - b. When all other relevant criteria are equal, district-wide seniority.
- 11.308 When a transfer or reassignment request does not result in a transfer, the employee shall, upon written request, be provided the reasons in writing.
- 11.309 No employee shall be overtly or covertly pressured to seek a transfer.

11.4 INVOLUNTARY TRANSFERS DUE TO STAFF REDUCTION

- 11.401 When a school site must reduce its staff and no unit member volunteers to transfer, the district has the right to transfer from the unit members, the unit member with the least district-wide seniority.
- 11.402 Unit members being considered for involuntary transfer under this section shall be provided a list of existing vacancies and have the right to indicate in writing his/her preference(s). Unit members shall have the right to a placement conference for at least two (2) positions, should two or more vacancies occur simultaneously.
- 11.403 When employees are transferred under this section, they shall upon written request be given the reasons for such transfers in writing.
- 11.404 Involuntary transfers shall not be punitive or disciplinary in purpose.
- 11.405 Involuntary transfers due to staff reduction must be completed prior to the voluntary transfer process.
- 11.406 Administrative Guidelines (Appendix H).

11.5 INVOLUNTARY TRANSFERS DUE TO ADMINISTRATIVE NECESSITY

- 11.501 Transfers for administrative necessity shall be recommended to the Assistant Superintendent for Human Resources by the site principals. The reasons for such transfer shall be delineated in writing by the site principal and delivered to the Assistant Superintendent for Human Resources who shall provide a copy to the affected teacher.
- 11.502 Employees being considered for involuntary transfer under this section shall be provided a list of existing vacancies and have the right to indicate, in writing, a preference.
- The preference shall be given consideration in terms of the following criteria:
- a. Qualifications of the unit member for the vacancy in terms of credential(s), experience, competence, interest, commitment, affirmative action hiring goals, bilingual certification, past evaluations and recommendations.
 - b. When all other relevant criteria are equal, district-wide seniority.
- 11.503 When employees are transferred under this section, the District will consult with the Association prior to making the final decision on the transfer and/or possible remediation. The consultation will be designed to allow for meaningful input to the District concerning the actual necessity for the transfer. Affected employees shall be given the reasons for such transfers in writing.

11.6 TRANSFERS—STAFFING A NEW SCHOOL

- 11.601 In determining which currently employed staff will be transferred to staff a new school, the primary consideration will be to establish and/or maintain:
- a. Total staffs in each school whose teaching competencies, credentials, and extra-curricular expertise fit the needs of the student population.
 - b. Total staffs in each school which reflect to the extent possible, appropriate balance in age, experience, sex, and ethnic characteristics.
- 11.602 Within the limits prescribed above, teacher preferences for assignment and school location will be taken into account. When all other criteria are equal, teacher preference and seniority within the district shall be the determining factor.
- 11.603 In each such situation, the process will begin with distribution to each school of a listing of all probable positions and request for transfer forms for employees' use.

11.7 REASSIGNMENT

- 11.701 To the extent possible, the principal will notify staff of pending grade level assignments during the open application period. At that time, any unit member shall have the right to request a reassignment in writing to the site administrator.
- 11.702 Such requests for reassignment shall be considered in terms of the following criteria:
- a. Qualifications of the unit member for the vacancy in terms of credential(s), experience, competence, interest, commitment, affirmative action hiring goals, bilingual certification, past evaluations and recommendations.
 - b. When all other relevant criteria are equal, district-wide seniority.
- 11.703 When a reassignment request does not result in a reassignment, the employee shall upon written request be provided the reasons in writing.
- 11.704 Upon written request, unit members shall be given a written explanation of the reasons for reassignment that was not requested by the unit member.
- 11.705 Unrequested reassignment during the school year shall be preceded by one (1) working day for preparation and lesson planning.
- 11.706 Reassignment shall not be punitive or disciplinary in nature.

11.8 YEAR ROUND

- 11.801 If an involuntary track change must be made, the principal should attempt to resolve which teacher must be transferred collaboratively with the teachers

affected (if the teachers are available). If all factors related to the decision are equal and the collaborative efforts have failed, then the teacher with the least seniority shall be changed. The decision shall be made in a timely manner.

11.9 TRANSFER FOR UNIT MEMBERS DOWNSIZED—PILOT PROGRAM

- 11.901 Prior to posting the transfers, the process of downsizing will be explained to a school or department where there may be downsizing. Before the first transfer round is completed, another meeting will be held with a school or a department to finalize required downsizing and seek volunteers for open positions. An EGEA Representative and an Human Resources administrator will cooperatively conduct these meetings. If there are more volunteers than needed, 11.307 will be followed.
- 11.902 If no volunteers are forthcoming, then the least senior person may choose to transfer prior to the completion of the first round or wait until the conclusion of the second transfer round before making his or her choices. Given the process, the choices offered then may not be the same, but a unit member will be offered no fewer than two placement options.
- 11.903 Those positions which are impacted will be held. If the downsized positions are elementary, then the appropriate number of elementary assignments will be held. If the downsized positions are secondary, then the appropriate number of positions will be held by department, but there will be no overall hold in hiring.
- 11.904 This pilot will be in place for 1999-2000.

ARTICLE 12

Personnel Records

12.1 CONTENT

- 12.101 Personnel records shall be kept on all current employees and shall include the following:
- a. Certification status
 - b. Evaluations
 - c. Changes of status
 - d. Other related materials
 - e. A separate folder containing each employee's salary information shall be retained in the payroll department
 - f. A file shall be kept of the records of all resigned and retired employees
- 12.102 An employee of the district shall have the right to review the contents of his/her own personnel files maintained in the district's central Human Resources Department or the office of the principal. A designated employee organization representative may, at the certificated employee's request, accompany him/her in this review.
- 12.103 A certificated employee shall be provided a copy of all material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and to prepare a written response to such materials within ten (10) working days of receipt of the materials. The person or persons who draft and/or place material in a certificated employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. The written response shall be attached to the material.
- 12.104 Any negative comment regarding certificated employee performance shall be placed in the certificated employee's file on or before the evaluation following the incident giving rise to the comment.

12.2 ACCESS

- 12.201 Access to personnel files shall be limited to the members of the Management Team on a need to know basis. The contents of all personnel files shall be kept in the strictest confidence.

- 12.202 All personnel files will be considered confidential and will not be available to persons other than the employee and those authorized by the Superintendent as specified in the rules and regulations.
- 12.203 All written materials files (except for those prohibited by law) shall be available for inspection by the employee involved in the presence of an administrator by appointment.
- 12.204 The administration shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates the requests were made. Such log shall be available for examination by the certificated employee organization representative, if so authorized by the certificated employee.

12.3 RETIRED EMPLOYEES

A file shall be kept for all resigned or retired employees, including such essential information as shall seem appropriate to the administration.

ARTICLE 13

Certificated Personnel Evaluation

13.1 PURPOSE

- 13.101 The purpose of evaluation is the improvement of the instructional program and services and thereby the improvement of the quality of education for children, youth, and adults, as well as compliance with the Education Code.
- 13.102 Evaluation shall be a comprehensive one based upon a district-wide statement of philosophy and goals and standards of expected progress. The program will be uniform throughout the district.
- 13.103 Evaluation and assessment shall apply to all unit members.
- 13.104 Evaluation and assessment of professional personnel under this program shall be a continuous, year-round process. A copy of the district calendar and schedule for the evaluation of teachers shall be posted on the faculty bulletin board of each school within three (3) weeks of the first day of student attendance of each year. This calendar shall not be changed during the school year of its posting.

13.2 CRITERIA

Evaluation and assessment of the competence of certificated personnel under this program shall include but shall not be limited to consideration of (a) the progress of pupils toward established standards of expected achievement, (b) the instructional techniques and strategies used by the employee, (c) the employee's adherence to curricular objectives, and (d) evidence regarding proper control and the preservation of suitable learning environment. Appropriate forms shall be developed for the collection of data pertaining to the factors herein specified.

- 13.201 The District and EGEA officially adopt the California Standards for the Teaching Profession as a common language for the discussion of teaching practices, particularly with probationary or temporary teachers. However, prior to the incorporation of those standards into the contractual evaluation format, administrators will be trained in the utilization of these standards, and teachers will be offered opportunities to be trained.
- 13.202 The District and EGEA agree to create a balanced evaluation committee to meet and review the timing of the implementation process and any required modification in contract language or forms. The committee shall bring any recommendations for change to the negotiation process prior to implementation.

13.3 PROCEDURE

13.301 Procedures for the evaluation and assessment of certificated personnel may involve more than one evaluator. However, one person shall be designated as the evaluator with responsibility for making the summary assessment report in writing and submitting a copy to the certificated person assessed.

The evaluator making the actual report shall arrange a conference before the end of the school year with the person evaluated to discuss the evaluation. He/she shall then file in the records of the evaluatee a statement regarding the conference with a copy of the written assessment and any written response the evaluatee may wish to submit. The certificated employee may submit a written response within fifteen (15) working days of receipt of the evaluation.

13.302 Each person evaluated shall have the opportunity to participate in the setting of the specific objectives and achievement appraisal in light of which he/she will be assessed.

13.303 An evaluator shall meet with the evaluatee, at the evaluatee's request, concerning the desired outcome of the specific educational setting to be evaluated.

13.304 Written evaluations and the summary assessment report of such certificated employee shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement. The evaluator shall thereafter confer with the employee and endeavor to assist the employee in areas of unsatisfactory performance. A record of such conferences shall be prepared by the evaluator for the file of the evaluatee and a copy submitted to the employee. An employee may elect to include a unit member at a second and succeeding evaluation conference if the first evaluation conference is unsatisfactory to the evaluatee.

13.305 Attention is called to specific provisions of the statute not repeated herein: written evaluations and assessments shall be transmitted to the employee not later than thirty (30) days before the last school day on the school calendar in which it takes place; a written assessment of probationary personnel shall be made at least once each school year and at least once every other year for personnel with permanent status.

13.306 The forms and procedures for evaluation shall be developed in accord with the above. A common evaluation form will be developed which will recognize the diverse responsibilities of the various classes of certificated personnel. These forms shall be developed by the district in consultation with the Association.

13.4 GRIEVANCE

Grievances pertaining to this article shall be limited to the procedures herein.

ARTICLE 14

Hiring Ratio

14.1 K-6 HIRING RATIO

14.101 The hiring ratio of grades K-6 shall be at most 28:1.

14.102 The total teacher time will be allocated to school staffs by dividing the projected enrollment by 28. The resulting personnel allocation will be deployed by each school principal in consultation with the school staff in order best to meet the specific instructional needs of that school's students while providing as nearly equivalent total work loads as possible for the staff.

14.2 HIRING RATIO

14.201 The hiring ratio of grades 7-12 shall be at most 32:1.

14.202 Each 7-12 regular classroom teacher unit member shall have one preparation period daily.

14.3 SAFETY AND LEARNING VARIABLES

14.301 Safety and learning variables associated with classroom organization shall be considered in the assignment pattern for class size.

14.4 YEAR ROUND

Continuing efforts must be made to provide adequate services for year round programs.

ARTICLE 15

Teacher Safety

- 15.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being. Employees shall not be required to intercede in altercations at school related public events under circumstances that would be likely to cause serious risk of bodily harm.
- 15.2 An employee may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- 15.3 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior and to local law enforcement agencies. Such notification shall be immediately forwarded to the Superintendent who shall report it to law enforcement and who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- 15.4 If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the district to furnish legal counsel to defend him/her in any civil action or proceeding brought against him/her, within the limits set by law.

ARTICLE 16

Complaints

16.1 PURPOSE

- 16.101 Expressing its faith in the competence of the district's personnel, it is the policy of the Elk Grove Unified School District to maintain the highest quality of education and to encourage free and open communication from individuals or groups within the community regarding compliments, suggestions, and complaints about any part of the school program or any employee of the school district.
- 16.102 Members of the community will be encouraged to register such communication with the appropriate office. However, this is not to be construed as inhibiting anyone's right to contact board members directly. The board member shall direct the individual to the appropriate office.
- 16.103 The Superintendent shall develop administrative procedures in support of these policies and take appropriate action to communicate board policy and procedures to the entire community.

16.2 COMPLAINTS ABOUT MATERIALS

- 16.201 Citizens of the school community may register their criticism with the school authorities. All criticism must be presented in writing on the district form.
- 16.202 Questioned material shall not be removed from student use until the committee has reached a decision unless the principal believes the materials are inappropriate for usage pending committee determination.
- 16.203 A district committee will evaluate the materials being questioned and make recommendations concerning it. Membership in the district committee to handle challenged or questioned materials will consist of the administrator involved, the librarian involved, a parent representative, the department head, or another classroom teacher and the district multi-media person.
- 16.204 Review of questioned materials should be treated objectively, unemotionally, and as an important routine action. Every effort should be made to meet with those persons or groups questioning school materials to consider their objections, keeping in mind the best interests of the students, the community, the school and the curriculum, and to bring about a meeting of minds of the question under consideration.
- 16.205 The report of the committee should be completed as rapidly as possible. The committee's recommendation shall be sent in writing to the complainant.

- 16.206 The school authorities may call in representative citizens of the community or the school for consultation.
- 16.207 In the event that satisfaction is not reached, the complainant has the right to go before the Board of Education.

16.3 COMPLAINTS ABOUT PERSONNEL

- 16.301 The normal channel for complaints concerning school personnel shall be from complainant to employee to principal to Superintendent to Governing Board. Every effort will be made to satisfy the complainant at the earliest possible stage. Complaints not resolved at the point of origin must be submitted in writing before further processing.
- 16.302 The district administration shall cooperate with the complainant and aid in the preparation of any formal complaint, so as to quickly and easily meet the informational requirements of these rules. Copies of these rules regarding the submission and handling of all such complaints shall be made freely available.
- 16.303 Whenever a complaint is made directly to the Governing Board as a whole or to the Governing Board member as an individual, it shall be referred to the Superintendent who will request a written statement of the complaint from the complainant as a basis for study and possible solutions. The individual employee involved shall receive a copy of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he/she sees them.
- 16.304 If it appears necessary, the Superintendent, the person who made the complaint, or the employee involved may request an executive session of the Governing Board for the purposes of fuller study and a decision by this body. The employee may request that the matter be heard in public. All parties involved, including the school administration, shall be asked to attend such a meeting for the purposes of presenting facts, making explanations, and/or clarifying the issues. (Gov. Code 54957)
- 16.305 No hearing (subject to the exception in 16.305), whether in executive session or in public, shall be held by the Governing Board on such a complaint without the Governing Board and the employee(s) first having received from the Superintendent his written report concerning such complaint, such report to include but not be limited to the following:
- a. The name of each employee involved.
 - b. A brief but specific summary of the nature of the complaint and the facts surrounding same, sufficient to inform the Governing Board and the employee as to the precise nature of the complaint, and to allow the employee to prepare a defense.
 - c. A true copy or the signed original of the complaint, itself.

- d. A summary of the action taken by the Superintendent in connection with the complaint, which summary shall include his specific finding that effective disposition at the Superintendent's level is infeasible, and the reasons thereof.

16.306 Notwithstanding the provisions of Section 16.304 above, any written complaint forwarded to the Governing Board, whether by the district administration or otherwise, which meets the informational requirements of the above sections, and which further contains within it specific allegations of (a) prior submission of the complaint in the same or similar form to the Superintendent, and (b) the failure or refusal of the Superintendent to effectively dispose of the complaint, shall, subject to Governing Board agenda requirements, be heard by the Governing Board at its next regularly scheduled session or any session scheduled for the purpose of such hearing.

ARTICLE 17

Resignation/Retirement

17.1 RESIGNATION

- 17.101 A unit member should submit his/her resignation in writing. Such statement is to be directed to the Board of Education in care of the Superintendent of Schools. The employee shall specify the effective date of his/her resignation and this date shall be approved unless the Governing Board desires to accept the resignation sooner.
- 17.102 The resignation does not become effective until it has been formally approved by the Governing Board, and may be withdrawn by the employee at any time prior to Governing Board action.

17.2 EARLY RETIREMENT

- 17.201 Unit members may participate in an early retirement program. Unit members will receive retirement credit on a full-time basis if the unit member and the employer both elect to contribute to the State Teacher's Retirement Fund the amount that would have been contributed if the member was employed on a full-time basis.
- 17.202 Implementation shall insure that pairings of early retirement employees with regular part-time employees is done so that there is no excess cost to the district.
- 17.203 Employee must be no less than 55 and no more than mandatory retirement age. He/she shall have completed ten (10) years of full-time certificated service in the Elk Grove Unified School District, including the immediate preceding five (5) years.
- 17.204 Employees must apply in writing. Applications will be reviewed by the Human Resources Department and site level administrator for approval and submission to the Board of Education. Applications must be received in the Human Resources Department by May 15 of the previous year.
- 17.205 Options available:
- a. Teach half days for a full year.
 - b. Teach full-time for a half year.
 - c. Do special assignments which would equal half of the regular school year.

17.206 Salary Conditions:

- a. Salary shall be proportionate to time served, but that time shall not be less than one-half on an annual basis.
- b. Unit member shall retain all other rights and benefits in this article that would be required if the employee remained in full-time employment.
- c. Retirement contributions and benefits shall be maintained as if the employee were full-time.
- d. Participants in this program shall be matched with replacements in such a way that the total salary and fringe benefits of the replacement plus the salary and fringe benefits of the participant does not exceed the full-time compensation of the participating unit member.

17.207 Terms of Contract:

- a. Contract shall be for a term expiring on the June 30th following the employee's mandatory retirement age.
- b. Employees participating in this program are limited to a period of five (5) years of such part-time status.
- c. Contract may be revoked by mutual consent of employer and employee.
- d. Terms of this agreement shall include all evaluative and continuing conditions as prescribed by the Education Code and this contract.

ARTICLE 18

Leaves

18.1 DEFINITIONS

- 18.101 Paid leave is a leave in which a unit member receives his/her full salary. Unit members on paid leave will receive, during his/her absence, the benefits included in Article 22.
- 18.102 Partially paid leave is a leave in which a unit member receives part of his/her full salary. Unit members on partially paid leave will receive, during his/her absence, the benefits included in Article 22.
- 18.103 Unpaid leave is a leave in which a unit member receives no salary. A unit member on unpaid leave may participate at his/her own expense in the benefits included in Article 22.
- 18.104 Immediate family shall mean the mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parents, or any relative living in the immediate household of the employee.

18.2 GENERAL PROVISIONS

- 18.201 Prior approval by the Board of Education or its designee is required for the following leaves: extended illness, imminence of death, long-term, child rearing, foreign educational employment, sabbatical, legislative.
- 18.202 Prior approval is not required for the following leaves: sick leave, personal necessity leave, bereavement, jury and legal, industrial accident and illness, maternity, Association.
- 18.203 The district may require written verification and/or documentation by a unit member that the leave taken was for the purpose described in this article.
- 18.204 A unit member on leave of absence shall be entitled upon his/her return to a position for which he/she is properly credentialed and trained and every effort will be made to return the employee to a position of his/her choice.
- 18.205 A unit member's leave may be extended. A written request for such extension shall be made no later than eight (8) weeks preceding the expiration of the original leave.

- 18.206 No later than November 1 of each year, each unit member shall be provided with a written statement of his/her accumulated sick leave including entitlement for the current year.

18.3 SICK LEAVE

- 18.301 Full-time unit members shall be entitled to leave of absence for illness, accident, quarantine, or injury at full pay at the rate of one (1) day per working month. In no case shall the amount be less than ten (10) days for full-time ten (10) month employees, available on the first day of the fiscal or school year, whichever is applicable. Any unused portion of the earned annual sick leave shall be accumulated without limit and transferable from district to district.
- 18.302 Part-time unit members under contract shall be entitled to sick leave in the ratio that their service bears to full-time service.
- 18.303 Summer school unit members can earn non-accumulative sick leave at the rate of one (1) day per month. Sick leave earned shall apply only to teaching summer session and may not be used during the regular school year, nor shall sick leave earned during the regular year or through adult teaching be used during summer session teaching.
- 18.304 A unit member who resigns and is re-employed within thirty-nine (39) months shall have reinstated all unused sick leave credit existing at the time of resignation.
- 18.305 While on paid or unpaid leave of absence, a unit member shall maintain, but not add to, any sick leave credit accumulated prior to such leave.

18.4 EXTENDED ILLNESS LEAVE

- 18.401 A partially paid leave shall be granted, after all earned sick leave days at full pay have been used and additional absence from his/her duties due to illness or accident is necessary for a period of five (5) school months or less, whether or not the absence rises out of or in the course of the employment of the unit member.
- 18.402 The amount deducted from the salary due him/her for any month in which the absence occurs shall be the daily substitute rate for the first twenty (20) days and the long-term substitute rate thereafter. A doctor's certification of the necessity of this leave may be required.

18.5 PERSONAL NECESSITY LEAVE

- 18.501 During any school year, unit members may use not more than seven (7) days of accumulated sick leave benefits in the following cases of personal necessity:
- a. Death or serious illness of a member of his/her immediate family.

- b. Accidents involving his/her person or property, or the person or property of a member of his/her immediate family of such an emergency nature that the immediate presence of the employee is required during his/her workday.
- c. The birth or adoption of his/her child.

18.502 One (1), two (2), or three (3) of the seven (7) personal necessity days above may be used under the following qualifying conditions for the reasons defined in Section 18.503.

- a. One (1) to twenty (20) days accumulated sick leave = one (1) day personal necessity.
- b. Thirty (30) days accumulated sick leave = two (2) days personal necessity.
- c. Sixty (60) days accumulated sick leave = three (3) days personal necessity.
- d. A unit member who has accumulated the required number of days in this paragraph is not required to disclose the reasons for the utilization of up to two (2) days: if a unit member has accumulated twenty (20) days of sick leave, he or she may take one (1) day without disclosing the reason. If the unit member has accumulated thirty (30) days, he or she may take two (2) days without disclosing the reasons. The days may not be taken to vacation, to extend holidays, nor for concerted activities. The days are sick leave days and are not in addition to the current contribution of ten (10) days annually.

- 18.503
- a. Death involving close friends or relatives other than immediate family.
 - b. Accident involving relatives other than members of the immediate family.
 - c. Illness involving relatives other than members of the immediate family.
 - d. Attendance at religious observances, weddings, or observances honoring a unit member or members of employees of the unit member's immediate family.
 - e. Attending to legal or business matters of compelling personal importance which cannot be attended outside the workday.
 - f. Unexpected personal or family situations which require immediate attention.
 - g. Appearance in court as a litigant.

18.6 LONG TERM LEAVE

Unpaid long-term leaves for personal reasons, in excess of ten (10) days, may be granted.

18.7 BEREAVEMENT LEAVE

Unit members shall be granted three (3) days paid leave of absence on account of death or any member of his/her immediate family and five (5) days if out-of-state travel is required. Prior approval is not required. Bereavement Leave days shall not be deducted from the sick leave balance.

18.8 IMMINENCE OF DEATH LEAVE

18.801 A partially paid leave not to exceed fifteen (15) days may be granted for a doctor certified critical or terminal illness of a member of the immediate family.

18.802 The cost of a substitute will be deducted from the employee's salary warrant.

18.9 JURY AND LEGAL/LEGISLATIVE LEAVE

18.901 A unit member shall be entitled to as many days of paid leave as are necessary for appearance on jury duty.

18.902 A unit member shall be entitled to as many days paid leave as are necessary for appearance in any job-related legal proceeding.

18.903 A unit member elected to a public office may be granted an unpaid leave of absence for his/her term or terms of office.

18.10 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

18.100 Pursuant to the provisions of California Education Code Section 44984, a unit member who has been continuously employed in the Elk Grove Unified School District shall be provided a partially paid leave of absence for industrial accident or illness under the following rules and regulations:

18.1002 The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.

18.1003 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but may not exceed sixty (60) working days in any one (1) year.

18.1004 Allowable leave shall not be accumulated from year to year.

18.1005 The leave under these rules and regulations shall commence on the first day of the absence.

18.1006 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

- 18.1007 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 18.1008 When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the employee shall endorse to the district the temporary disability indemnity check received on account of his/her industrial accident or illness. The district, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- 18.1009 The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming an employee of the district.
- 18.1010 Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 18.1011 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978, 44983) and his/her absence for such purpose.

18.11 MATERNITY LEAVE

- 18.1101 A unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage or recovery therefrom. It is required that a disability statement from a licensed physician be submitted to the Human Resources Department which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use his/her sick leave for the above.
- 18.1102 A unit member shall receive an unpaid leave for pregnancy, miscarriage or recovery therefrom, provided such leave shall not exceed one (1) calendar year.
- 18.1103 Request for the above leaves shall be submitted to the Human Resources Department at least four (4) weeks prior to the anticipated date on which the leave is to commence.

18.12 PARENTAL LEAVE

A unit member shall be granted, upon request, up to four (4) days of paid leave to be taken at the birth or adoption of his/her child. These days may be taken at the time of delivery of the child, receipt of the adoptive child and/or at the time the mother and child leave the hospital. The leave shall be deducted from sick leave.

18.13 CHILD REARING LEAVE

A unit member who is a natural or adopting parent may be granted an unpaid leave for child rearing which shall not exceed one (1) calendar year. Requests for such leave shall be made to the Human Resources Department at least eight (8) weeks prior to the anticipated date on which the leave is to commence.

18.14 FAMILY AND MEDICAL LEAVE

18.14.01 **LENGTH OF LEAVE ENTITLEMENT:** An eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period is measured backward from the date of leave use. All leave usage which qualified under the terms of the FMLA leave shall be counted towards the available 12 workweeks within a 12-month period, including intermittent and reduced workload leaves.

Reduced workload leave entitlement is calculated on cumulative hours of leave taken, up to the number of hours equivalent to 12 times the number of hours normally worked weekly.

18.14.02 **LENGTH OF EMPLOYMENT ELIGIBILITY:** Any employee who has been employed for at least 12 months AND who has been in a paid status for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave is eligible for Family Medical Leave.

18.14.03 **ELIGIBLE PURPOSES:** Leaves for any of the following purposes qualify for Family Medical Leave.

1. The birth of a child of an employee, and to care for a newborn;
2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee;
3. Leave to care for a child, parent, or spouse who has a serious health condition; or
4. Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.

Both father and mother may take leave for the birth, or placement for adoption or foster care, of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend

counseling session, appear in court or consult with his/her attorney in connection with the placement of a child.

If both the husband and wife are employed by the District, the aggregate number of workweeks of leave to which both are entitled is limited to 12 workweeks during any one fiscal year for the birth or placement for adoption or foster care of the employees' child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care; or making arrangements for third-party care of a family member.

A "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice or residential medical care facility.
2. Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days, that also involved continuing treatment by (or under the supervision of) a health care provider; or
3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care.
4. Continuing supervision by a health care provider when the parent, child, spouse or employee are severely ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

"Continuing treatments" include:

- a. Two or more visits to a health care provider;
- b. Two or more treatment by a health care practitioner (e.g., physical therapist) on referral from, or under the direction, of a health care provider; or
- c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).

Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g., appointments for cancer treatments, physical therapy, prenatal care). When leave is taken because of the birth or the placement of a child for adoption

or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee.

If an employee requests intermittent leave or reduced workload leave to care for a spouse, child, or parent or for the employee's own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that:

- a. has equivalent pay and benefits; and
- b. better accommodates recurring periods of leave than the regular position of the employee.

Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required.

Absence because of an employee's substance abuse, without treatment, does not qualify for FMLA leave.

- 18.14.04 PAID/UNPAID LEAVE: Leave provided by FMLA in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g., vacation, comp time or sick leave) for the employee.
- 18.14.05 HEALTH AND DENTAL INSURANCE BENEFITS: Health care and dental benefits coverage shall be continued during the 12 weeks FMLA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.
- 18.14.06 FAILURE TO RETURN FROM FMLA LEAVE: If an employee indicates his/her intent not to return from leave (including at the start of the leave), or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or other circumstances beyond the employee's control, (such as where an employee's spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave. The employee's desire to stay with a family member even though the family member no longer requires the employee's care, or a mother's decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control."

Except as provided above, if an employee fails to return after expiration for eligibility for FMLA leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the

District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage.

If an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the employee's child, spouse or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within 30 days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

- 18.14.07 EMPLOYEE STATUS WHILE ON LEAVE: FMLA leave does not constitute a break in service for purposes of longevity and/or seniority.

Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, vacation accrual or other seniority.

- 18.14.08 MEDICAL CERTIFICATION/RECERTIFICATION: Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every 30 days, if requested by the Human Resources Department.

The employer may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the employer and employee.

If leave is foreseeable, medical certification must be provided within fifteen days (15) after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen days (15), or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

- 18.14.09 ADVANCE NOTICE REQUIRED: If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the need for a leave, the employee shall provide notice as soon as he/she learns of the need for a leave -- at a minimum, 30 days written, advance notice.

If the event necessitating the leave becomes known to the employee less than 30 calendar days prior to the employee's need for a leave, the employee shall

provide as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.

If the need for a family care leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

Prior to granting a leave under this policy, medical certification as identified above, may be required.

- 18.14.10 REINSTATEMENT UPON RETURN FROM LEAVE: Upon return from FMLA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

If FMLA leave was due to the employee's own serious health condition, prior to returning to work, the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.

- 18.14.11 REMEDIES FOR EMPLOYER VIOLATION OF THE ACT: If an employee's rights under the FMLA have been violated, the employee may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two years after the last action which the employee contends was in violation of the Act, or three years if the violation was willful.

18.15 FOREIGN EDUCATIONAL EMPLOYMENT LEAVE

- 18.1501 Unit members may be granted an unpaid leave for not less than (1) full school year nor more than three (3) years for the purpose of accepting full-time foreign educational employment or Peace Corps employment. Request for such leave shall be submitted by April 15 of any year.
- 18.1502 Upon commencement of leave, the unit member will be transferred to an unassigned status.
- 18.1503 Year-for-year salary schedule credit will be granted for experience gained while on leave if it is verified to be primarily in a job classification similar to that to which the unit member returns.

18.16 SABBATICAL LEAVE

- 18.1601 A screening committee shall be established to: (1) determine the relative qualifications of those requesting leave; (2) establish the long-range utility to the instructional or pupil services program of the applicants leave plans.

- 18.1602 Provisions shall be made for one-half pay based on the current salary of the applicant.
- 18.1603 Adequate assurance shall be provided that the applicant will return to active duty in the school district for a minimum of two (2) years.
- 18.1604 Annual review shall be made by the Superintendent, the Board and the Elk Grove Education Association President or his/her appointee in December of the number of leaves to be granted.

18.17 ASSOCIATION LEAVE

- 18.1701 The district will release from his/her teaching duties the President of the Association, for a period of not more than one (1) school year. During this time, the Association will pay to the district the full cost of the teacher employed to replace the President.
- 18.1702 The Association shall have a total of twenty (20) days of leave for association representatives to utilize for local, state or national conferences for conducting the business pertinent to organizational affairs. The cost of the substitute shall be borne by the Association. These representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent or designee by the Association's President.

18.18 CATASTROPHIC LEAVE

- 18.18.01 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants. A joint District/EGEA committee will review requests and make recommendations to the Board of Education.
- 18.18.02 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with 18.18.17.
- 18.18.03 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank Participant.
- 18.18.04 The EGEA Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria.
 - a. "Catastrophic illness" or "Injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

- b. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.
 - c. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:
 - (1) The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.
 - (2) The District determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
 - (3) The employee has exhausted all accrued paid leave credits.
 - d. If the transfer of eligible leave credits is approved by the District, any employee may, upon written notice to the district, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.
 - (1) The maximum amount of time that donated leave credits may be used for, but not to exceed use for a maximum period of 12 consecutive months.
 - (2) The verification of catastrophic injury or illness required pursuant to paragraph (d) of subdivision 18.17.04.
 - (3) Making all transfers of eligible leave credit irrevocable.
 - e. An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- 18.18.05 All unit members on active duty with the District are eligible to contribute to the EGEA Catastrophic Bank if they have accrued a minimum of ten days sick leave.
- 18.18.06 Participating is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 18.18.07 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the Sick Leave Bank. Open enrollment period will be between July 1 and October 1 of each school year.
- 18.18.08 The contribution, on the appropriate form, will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.
- 18.18.09 Cancellation occurs automatically whenever a Unit Member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for

contribution to the Bank shall not be returned if the Unit Member effects cancellation.

- 18.18.10 Contribution shall be made between July 1 and October 1 of each school year. Unit Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.
- 18.18.11 The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- 18.18.12 An additional day of contribution will be required of participants if the number of days in Bank falls below 1000. The bargaining unit will request voluntary contributions. If no voluntary contributions are forthcoming assessment may be necessary. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.
- 18.18.13 If the number of days in the Bank at the beginning of a school year exceeds 2000, no contribution shall be required of returning Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time and those returning from leave, shall be required to contribute one (1) day to the Bank.
- 18.18.14 Unit Members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.
- 18.18.15 Withdrawals shall become effective immediately upon the exhaustion of sick leave.
- 18.18.16 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days and is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 18.18.17 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.

ARTICLE 19

Annual Comparability Study

19.1 SELECTION OF DISTRICTS

- 19.101 Study will be conducted no later than December of each year, and will be based on fifteen (15) districts determined in the following manner:
- 19.102 Based on the most recent statistics available from the SCOE's Bureau of Local Assistance, a list of unified districts will be chosen with ADA ranging 1500 above that of Elk Grove to 1500 below Elk Grove.
- 19.103 The districts so selected will be arranged in order from highest base revenue limit to lowest base revenue limit per ADA.
- 19.104 The eight (8) districts, in succession, which are higher (in base revenue limit) and the seven (7), in succession, which are lower (in base revenue limit) will comprise the fifteen (15) comparison districts.
- 19.105 The comparison will employ schedules from all districts, including Elk Grove, for the previous fiscal year in which the study is conducted.
- 19.106 The comparison group may also include, should the District so elect, those school districts within the immediate geographical proximity.

19.2 CONTENT OF STUDY

- 19.201 Minimum regularly scheduled salary placement in each column.
- 19.202 The 7th experience step in each column including Master's and Tenure bonuses.
- 19.203 Maximum salary in each column, including Master's and Tenure bonuses and excluding Doctorate and longevity bonuses with notation of any districts which do not pay these bonuses.
- 19.204 Maximum salary including all earnable bonuses.
- 19.205 Types of and maximum amounts paid per employee for contracted fringe benefits (not to include STRS and other mandated costs).
- 19.206 Current fiscal year salary settlements for the comparison districts will be listed in the appendix of the study. Elk Grove will not be included as part of the statistical base. Those comparison districts which have not settled will have listed the most current negotiated position of the district and the represented organization (listed as "offer" and "request").

19.3 CONDUCT OF STUDY

19.301 The study will be conducted jointly by the association and the district. Results will be approved by the parties within fifteen (15) working days of completion of the study.

ARTICLE 20

Compensation

20.1 COMPENSATION

- 20.101 The District agrees to increase the salary schedule by the percentage amount of the funded COLA for 1995-96 less .5% which will be allocated to repay the advance received for salary compression in 1994-95. (Salary Schedule: Appendix B)
- 20.102 No differential shall exist in rates of compensation except as provided elsewhere in this agreement.
- 20.103 The advanced percentage will be repaid to the unit salary schedules in 1997-98 by increasing the salary schedules by the funded COLA for 1997-98 plus .5%.
- 20.104 In 1999-2001, the salary schedule shall be increased by the amount of the funded COLA for 1999-2001.
- 20.105 Funded COLA is the amount which the District actually receives in increased revenue limit per ADA. It is not intended to include funds already received by the District in some other category. In the event that there is a dispute concerning the percentage, the District and EGEA agree that Paul Goldfinger of School Services, Inc. shall be asked to designate a number for funded COLA which shall resolve the controversy. If he is not available, then the District and EGEA will select a respected financial person to designate "funded COLA."
- 20.105.1 Class Size Reduction in Grades K-3. The District and EGEA acknowledge the desirability of lower class sizes and want to participate in the State incentive program at grades Kindergarten through third grade (as allowed by State Law). The District agrees to assume the immediate costs for participating in the program. However, in 1998-99, EGEA agrees to reduce the funded COLA to be applied to the salary schedule by .75% to share in the cost of class size and H Step implementation. EGEA agrees to deduct a total of 1.5 percent from the funded COLA over three years (1998-1999, 1999-2000, and 2000-2001) if required to implement these programs. The intent of this agreement is to reconsider the required proportion of participation in the funding process for class size reduction should there be a substantive modification of the state's funding. In the event there is no funded COLA or a COLA of less than the .75%, the parties agree to meet and negotiate an alternative resolution.

The actual additional amount required to fund EGEA's share will be driven by the Elk Grove Unified School District Budget Department's Estimated Impact of Class Size Reduction and H Step

Implementation generated on 9/17/96 and its successor reports. In particular, page two's Total Uses will serve to guide the determination. The District and EGEA recognize that '99-'00 and '00-'01 cannot currently be agreed, but this provision shall be determined to be an agreement one year at a time within the constraints of the duration provisions of EERA.

20.105.2 The District and EGEA acknowledge that "non-twenty-to-one" grade levels need additional resources to continue learning gains established in the primary grades. The District agrees to address the issue by analyzing ways in which categorical funds previously targeted (or available if not targeted) for primary may be realigned to meet the needs of "non-twenty-to-one" teachers. "Non-twenty-to-one" teachers have identified a number of areas in which priorities need to be met--including but not limited to instructional assistant time designed to lower student to adult ratios. Of primary interest is aide time. The District and EGEA encourage sites to allocate resources to "non-twenty-to-one" grade levels from the funding provided sites in one-time monies, traditional general fund site allocations, categorical funds, and other appropriate resources.

20.105.3 The District and EGEA agree to set as a mutual goal class size reduction in grades four through six. Both facilities and funding pose hurdles to be overcome. As a component of this goal, it is understood that preparation time delivery will be modified to either before or after the student day.

20.106 The District agrees to share the lottery income in accordance with past practices. The lottery distribution system will be modified as necessary to comply with the requirements of the initiative for increased dollars to be spent for instructional materials and equipment.

The 1999-2001 lottery bonuses will be a percentage bonus off the salary schedule to be established on monies available to the Elk Grove Education Association unit. Each unit member will receive a percentage bonus based on their placement on the 1999-2000 negotiated salary schedule. It is further understood that unit members under contract for less than 45 days will not be entitled to a lottery bonus. Unit members working in excess of 45 days but less than the 184 contracted days (traditional) and 181 (year-round) will receive a proportionate lottery bonus based on their salary schedule placement. This understanding excludes all additional responsibilities, i.e., extended year, adjunct duties, hourly pay, Mentor Teacher stipend, etc.

20.107 Pursuant to the Jack O'Connell Beginning Teacher Salary Program, there shall be a minimum teacher salary step created for the 1999-2000 school year effective July 1, 1999. Only teachers who qualify with appropriate credentials may be placed on this step. Teachers appropriately on this step will remain only so long as the step exceeds that of the appropriate regular salary schedule step.

20.2 DEFINITIONS

- 20.201 Per diem--daily rate of pay computed by dividing unit members base contract salary by number of contracted days.
- 20.202 College-University units - all courses offered by an accredited institution.
- 20.203 In-service units - district approved in-service activities: 1 unit earned for each 15 clock hours of participation.
- 20.204 Post-graduate units - units earned subsequent to the granting of Bachelor's degree.

20.3 ANNUAL RATE OF PAY

- 20.301 The annual rate of pay for all unit members shall be as established in Appendix B.
- 20.302 Media Technicians shall be placed on the salary schedule and extended for ten (10) days to be used as directed by the site level administrator. Compensation for the ten (10) days shall be based on per diem.
- 20.303 Counselors shall be placed on the schedule and shall work fifteen (15) additional days as directed by the site level administrator. Compensation for the fifteen (15) days shall be based on per diem. A responsibility factor of two percent (2%) shall be added to the total salary.
- 20.304 Program Specialists shall be placed on the schedule and shall work twenty (20) additional days as directed by the Coordinator of Special Education. Compensation shall be based on per diem. A responsibility factor of two percent (2%) shall be added to the total salary.

20.4 DAILY RATE OF PAY

- 20.401 Unit members shall be paid per diem for work done at the direction of the district (1) prior to the first day of work year, (2) after the last day of work year, (3) during any vacation period designated on the school calendar. Excluded from the above is pre-work year induction meetings and conferences required of unit members new to the district.

20.5 HOURLY RATE OF PAY

Unit members teaching summer school working in curriculum assessment and development, and home teaching will be paid according to the schedule in Appendix C.

20.6

EDUCATIONAL ADVANCEMENT

- 20.601 The date of a degree shall be verified in writing to the Human Resources Department by an accredited institution.
- 20.602 All units for advancement require submission of official transcripts of course verification to the Human Resources Department no later than October 1 of the contract year in which the change is made.
- 20.603 All college/university units shall be from an accredited institution.
- 20.604 Prior approval from the site level administrator shall be obtained for all units which apply to advancement.
- 20.605 No more than twelve (12) semester units during one school year may be taken without written approval of the site level administrator.
- 20.606 College/university units and in-service units shall be treated equally but shall not be duplicated for advancement. One (1) semester unit will be credited for each fifteen (15) hours of in-service participation.
- 20.607 Semester units for travel, approved by the site level administrator, will be credited at six (6) semester units for one (1) year, three (3) semester units for one-half year, two (2) semester units for a minimum of six (6) weeks and one (1) semester unit for less than six (6) weeks.
- 20.608 In-service units shall be granted only for participation that occurs outside the unit member's established day.
- 20.609 G Step (five percent (5%) above F Step) advancement requires fifteen (15) units earned after September 1, 1985. Unit members shall be eligible for placement on this step beginning July 1, 1987. Units taken must be approved according to current District practice and further the instructional goals of the District and model curriculum standards as outlined by the Board of Education. Entering teachers may not be placed on Column G until and unless they have earned that placement after employment in the District. All educational advancement rules in 20.601 - 20.608 apply.
- 20.610 The District and EGEA agree to modify the structure of approved units for movement across the salary schedule effective July 1, 1995. Those teachers who have already taken units under the former system will be grandparented under the old system. The new system will allow the District to designate six of the fifteen required units to be taken from an approved list for Columns B through F. The list shall be correlated with priorities for learning within the Elk Grove Unified School District including, but not limited to, technology, BCLAD, and reading. A Staff Development Committee shall be organized with balanced representation for the purpose of establishing an H Step (or exploring multiple options under the general umbrella of an "H Step"). The Committee will also deal with other issues related to the ongoing learning needs of Elk Grove unit members. It is intended that the Committee will assist the District in linking the learning needs of Elk Grove teachers to the curricular needs of the Elk Grove students.

- 20.611 The District and EGEA have previously agreed to form a committee for the purpose of establishing an H Step. EGEA and the District's interest in establishing an H Step is to allow for continued professional growth in high priority areas of the District's curricular focus for those employees who are otherwise not encouraged to continue professional development by the nature of the salary schedule. H Step shall be two percent (2%). See 20.105.1 for the funding agreement. It remains EGEA's goal to increase H Step to 3.3%.
- 20.611.1 H Step will require 150 hours to complete.
- 20.611.2 H Step will be renewable; i.e. hours accumulated for H Step must be renewed every 5 years. EGEA and the District are aware of Education Code 45028's requirement for a salary schedule based upon uniform allowance for years of training and years of experience. It is the intent of the parties to modify that requirement for the purposes of H Step. However, each teacher will be uniformly treated in regard to H Step's applicability and H Step hours. The specific purpose for the requirement to renew the training hours is continuing commitment to achieving District goals after a unit member has arrived at the top of the salary schedule.
- 20.611.3 H Step course work must be taken from a District approved list.
- 20.611.4 Staff who are on G Step may start accumulating H Step hours in January, 1996.
- 20.611.5 H Step hours may be coordinated with and applied to a teachers 150 hours State required professional development plan.
- 20.611.6 The H Step course list will be revised annually as new subject areas are added and old areas dropped.
- 20.611.7 Unit members may take courses outside of District offerings in the designated subject areas provided that they complete an evaluation of the course designed subject areas provided that they complete an evaluation of the course designed to determine the usefulness of the course for future credit.
- 20.611.8 Just as for Steps B-G, the prior approval process will be followed for courses taken outside of the District.
- 20.611.9 H Step credit may be earned in areas not on the list on a case-by-case basis.
- 20.611.10 H Step will begin July 1, 1998.

20.7

EXPERIENCE ADVANCEMENT RULES

- 20.701 One (1) experience step will be granted for each school year in which at least 75% of the work year is completed.
- 20.702 Those unit members working less than a full contract (100%) for less than 75% of the work days in a year, will be entitled to an experience step when the total of their assignment (accumulated over the necessary years) equals 100%. For example, when unit members teach 40%, they will be entitled to an experience credit of one year at the beginning of the fourth year of their employment. If there is credit accumulated beyond 100%, it will be banked.
1. Experience credit on the salary schedule for those working fewer than seventy-five percent (75%) of the days of a year will occur the July 1 following when the person accumulates more than seventy-five percent of a complete assignment.
 2. When 2 years experience credit is awarded, the employee starts the process in 1 above over again from the beginning.
- 20.703 In no case shall more than one (1) experience step be credited in a school year. Unit members on educational or military leave shall be credited one (1) step for each year of leave, upon return to the district.

20.8

EXPERIENCE PLACEMENT—ENTRY

- 20.801 New employees with no teaching or vocational experience will be assigned to the appropriate class at Step 1.
- 20.802 New employees with teaching and vocational experience will be allowed a maximum of nine (9) years prior experience in 1996-97 and will be placed on Step 10. In 1997-98, upon initial placement a teacher may be granted up to ten (10) years of prior experience and will be placed on Step 11.
- 20.803 Credit for prior experience will be determined by the Human Resources Department guided by the following criteria:
- a. Prior teaching experience shall have required a teaching credential.
 - b. A "year is defined as 75% of the contract or calendar or requested year. Fractional parts of one (1) year may not be combined to meet the percentage requirements.
 - c. Prior teaching and/or vocational experience (including experience in the district) shall have occurred within fifteen (15) years immediately preceding the date of employment with the district.

Note: Employees initially hired for the 1998-99 and 1999-2000 school year will be placed on the salary schedule according to 20.803 (c) commencing with the 1999-2000 school year.

- d. Placement on the schedule shall be based upon receipt and approval of verification of records and documents by the Human Resources Department.

20.9 SPECIAL STIPEND RULES

- 20.901 Special assignment stipend in the amount of \$500 shall be awarded to teachers of Educable Mentally Retarded and Trainable Mentally Retarded pupils.
- 20.902 BILINGUAL STIPEND: The intent is to recognize teachers who have obtained the Language Development Certificate or the Bilingual Credential by paying them a stipend based on Class I or Class II of the Adjunct Duty Schedule. The stipend would be applicable only to classrooms designated as bilingual or ESL.

Class I Stipend for Language Development Certificate \$680 - 783

Class II Stipend for Bilingual Credential \$1088 - 1248
- 20.903 Doctoral bonus shall be based on 7% of the beginning step (A1) and awarded with the verification of the degree.

20.10 PAY WARRANTS

- 20.1001 Unit members paid by the month shall receive their warrants on the last working day of the month unless circumstances beyond the district's control delay the schedule.
- 20.1002 Unit members may select a ten (10) or twelve (12) month pay warrant system.

20.11 TRAVEL EXPENSES

- 20.1101 It is agreed that the district will reimburse employees' transportation costs incurred as a consequence of their assigned tasks. Reimbursement for approved job-related travel will be at the per mile rate established by IRS. Home to work site travel is not reimbursable. Fixed travel allowances for those employees whose job related travel is extensive shall be approved by the Business Office. Such allowance shall be reviewed annually and adjusted when necessary.

20.12 TERMS OF EMPLOYMENT FOR FEDERAL PROJECTS

- 20.1201 Salary and Payment. Unit members employed in federal programs which do not correspond with the teaching year will be paid a salary equivalent to the salary they would receive if they were a regular teacher in the district with the salary being computed on a per diem basis for the period in which the project is financed by the federal government. This per diem rate will be determined by dividing the salary schedule placement by the number of days in the current

contract year but the salary will be paid in equal amounts for the monthly periods included in the project.

- 20.1202 Sick Leave. Sick leave will be allocated to unit members employed in federal projects in the same manner as other unit members.
- 20.1203 Transfer from regular assignment to a federal project. Any unit member's voluntary or involuntary transfer from a regular certificated position to a federal project will be paid out for the school year at the contract rate. Sick leave and other district-sponsored benefit programs will not be affected by the transfer.
- 20.1204 Additional responsibilities. In the event the unit member is assigned additional responsibilities, such as supervision, then this shall be added to his/her contract whether he/she is transferred from the regular staff of the district to a federal project or employed from outside of the district.

ARTICLE 21

Additional Compensation

21.1 CRITERIA

- 21.101 It is the purpose of the Elk Grove Unified School District to provide compensation over and above contract salaries for certificated teaching employees who accept substantial and continuing extra responsibilities. The Superintendent will implement regulations which provide for the distribution of such compensation in an equitable manner. The schedule will provide for categories of payment in terms of six criteria:
- a. Program responsibilities
 - b. Number of students supervised in activity
 - c. Number of staff supervised in activity
 - d. Total time demands in excess of direct teaching responsibilities
 - e. Degree of administrative or community expectation and pressure
 - f. Environmental factors such as danger, personal liability

21.2 COMPENSATION

- 21.201 Rates of pay for additional responsibilities shall be as established on the schedules in Appendix C.
- 21.202 All compensation for additional responsibilities beyond regular teaching assignment will be based on the adjunct duties salary schedule.
- 21.203 Employee's placement for experience on the adjunct duties salary schedule shall be determined by the years of experience in the extra responsibility assignment. One (1) year of experience will equal one (1) step.
- 21.204 The maximum number of steps an employee can advance in this classification is five (5).
- 21.205 Salary compensation shall be awarded for assignments such as department chairpersons, athletic coaches, and designated responsibilities.
- 21.206 The District and the Association are concerned that the multiplicity of adjunct duties performance at elementary schools not detract from the academic focus of those schools. The reassessment of necessary adjunct duties should take into

consideration the relative value which the activity can make to academic and other school programs prior to adding a task to the list and should evaluate the elimination of duties as new are added.

- 21.207 Issues associated with adjunct duties shall be evaluated at each elementary school site by the entire instructional staff utilizing the PDM process. The school staff shall have a system for dealing with this issue completed prior to July 1, 2000.

21.3 RATING SCALE

The following six criteria and rating scales shall be used for the establishment of equitable rates of pay for additional responsibilities.

- 21.301 Program responsibilities (teaching teams, curriculum tracts, etc.).

1. Under 2
2. 2 - 4
3. 5 - 7
4. 8 - 10
5. 11 and over

- 21.302 Average number of students directly supervised.

1. 0 - 25
2. 26 - 49
3. 50 - 74
4. 75 - 99
5. 100 and over

- 21.303 Number of staff supervised.

1. 0 - 3
2. 4 - 6
3. 7 - 9
4. 10 - 12
5. 13 and over

- 21.304 Annual hours involved (includes planning time, meetings, equipment and facilities involvement, etc.).

1. 50 - 100
 2. 101 - 200
 3. 201 - 300
 4. 301 - 400
 5. 401 and over
- 21.305 Administrative and/or community expectations (visibility, community imposed pressure, reaction response demands, etc.).
1. Very low
 2. Low
 3. Average
 4. High
 5. Very high
- 21.306 Environmental factors (working conditions, personal hazards, vulnerability to liability, etc.).
1. Very low
 2. Low
 3. Average
 4. High
 5. Very high
- 21.307 The rating on each of the criteria (21.301 through 21.306 above) shall be determined by agreement between the certificated person and building site principal. Changes in such ratings shall be made in a like manner. The certificated person may use the grievance procedure if an agreement is not reached with the building site principal.
- 21.308 Placement on the schedule shall be determined by rating the position on each criterion, computing the average, and applying the following scale:
- Class I = 1.0 - 1.8
- Class II = 1.9 - 2.4
- Class III = 2.5 - 2.9
- Class IV = 3.0 - 3.3
- Class V = 3.4 - 3.6
- Class VI = 3.7 and over

ARTICLE 22

District Sponsored Health and Insurance Programs

22.1 GENERAL

- 22.101 Appropriate insurance coverage for employees/dependents will be provided by the district with options available to employees/dependents at their expense to suit their particular needs. At least two (2) carriers of major medical programs will be available.
- 22.102 Notification. Upon initial employment each unit member will be notified of the availability of health and insurance benefits contained in this article.

22.2 ELIGIBILITY

- 22.201 Unit members whose regular or temporary assignment is half-time or more shall be eligible to enroll.
- 22.202 Once a unit member is eligible, he/she remains eligible for the enrollment year of the contract for the plan; i.e., 7/1 through 6/30.
- 22.203 Half-time shall be fifty percent (50%) of the full-time regular or temporary position to which the unit member is assigned. No unit member working less than twenty (20) hours a week shall be eligible.
- 22.204 Retired unit members (including STRS certificated disability recipients are eligible for health and hospitalization plans under this section provided they have at least 120 or more months of service with Elk Grove Unified School District (at not less than 20 hours per week). Retirees/recipients must be actively drawing retirement or disability benefits from the State Teacher's Retirement System. Such retirees/ recipients shall have met the eligibility requirements during their active employment. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage; i.e., enrollment in Part A and B of Medicare.
- 22.205 A unit member granted a leave of absence, approved by the Elk Grove Unified School District Board of Education, may elect to continue in the plan(s) unless otherwise limited by the carrier. The employee must designate in writing which of the plan(s) he/she wishes to continue and must pay the full amount of the monthly premium in advance of each month of desired coverage.
- 22.206 Spouse and dependent eligibility will cease upon the death of an employee.

22.3 ENROLLMENT

- 22.301 Upon initiation of a new program, actively employed eligible unit members shall be given the opportunity to enroll. It is the responsibility of the unit member to complete the required documents and submit them to the Accounting Office within thirty (30) days of the date of initiation of the new program.
- 22.302 New, reinstated, reemployed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date.
- 22.303 Open enrollment shall be during the month of May, unless otherwise stipulated by the carrier. Eligible unit members not enrolled in a plan(s) may enroll at this time. Changes in the employee's choice of available plans shall be permitted during this period.
- 22.304 Eligible unit members on authorized leave of absence during the open enrollment period shall be given the opportunity to enroll upon return to active employment with the district.
- 22.305 It is the responsibility of the eligible unit member to complete all the required documents and submit the completed documents to the Payroll Office within the thirty (30) day limitation.
- 22.306 Multiple Enrollment Permitted: An employee may be included in a plan as an enrolled employee and/or as a dependent of another enrolled employee. An individual may be included as a dependent under the enrollment of one or both employees.

22.4 COVERAGE

- 22.401 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment ends.
- 22.402 Payroll deductions, if required, shall be on a 10 or 12 month basis.
- 22.403 All carriers shall be negotiated unless a change in carrier does not substantially change the level of benefits provided.

22.5 CANCELLATION AND REFUNDS

In the event of cancellation of a plan(s) by a carrier, if any premium is refunded, the amount of the district contribution included therein shall be refunded directly to the district.

22.6 WELFARE BENEFIT FUND REOPENER

- 22.601 In the event that an employee welfare benefit fund or trust is established pursuant to Education Code Section 44039.5(a), and either party to this agreement desires to have the district become a participant employer in such fund or trust, either

party shall have the right to reopen this agreement for the specific purpose of negotiating concerning the district's participation in such fund or trust.

22.602 Such right to reopen the agreement shall be in addition to any other right to reopen which is set forth elsewhere in this agreement.

22.7 TAX-SHELTER ANNUITIES

A tax shelter annuity program is available to all unit members.

22.8 PROGRAMS AND COVERAGE

22.801 The district will provide for the health and insurance plans noted below and make contributions to those plans as noted:

- a. Medical
- b. Dental
- c. Vision
- d. Declining Term Life Insurance
- e. Straight Term Life Insurance

22.802 For the 2000-2001 year, the following benefit agreement will apply:

22.802.1 A copayment of \$10 for each office visit, \$10/\$15 for each prescription shall be required for both active and retiree health packages beginning with 2000-2001.

22.802.2 The amount to be paid by the District at the conclusion of this agreement is at least the dollar amount paid for the lowest cost family plan.

22.802.3 Those unit members who can provide proof of alternative medical coverage may waive out of medical benefits. Those so electing will receive through the IRC 125 a cash option payment. The District and EGEA agree to increase, on a trial basis, the amount paid to those waiving health benefits to \$650 yearly. It is intended that the District will determine whether the increase in waiver amount will yield additional savings to the District prior to the plan year for 1996-97. Should there not be savings over the current amount, the District may, as its sole option, determine that the waiver amount return to not less than \$500. Those electing to waive out of dental and vision will receive a cash option payment of \$150 maximum yearly.

- 22.802.4 The District will create a fund for medical reimbursement of the copays for retired employees electing Kaiser funded with \$240 per eligible retiree. Retiree may be reimbursed for copay up to \$240 annually. After all copay expenses have been received, a retiree will be paid up to \$240 for incurred expenses. That amount left over from retirees not using the entire \$240 will be used to pay the claims of those which exceed \$240 on a prorated basis. The retiree copay reimbursement dollars are increased to match the increased copay amounts.
- 22.802.5 Life insurance is changed from a \$20,000 decreasing term and a \$10,000 level term policy to one \$50,000 level term insurance policy for active employees.
- 22.803 The District and EGEA agree to a continuation of the current system of paying for health benefits for 1995-96, 1996-97, and 1997-98 except as set out below. Effective July 1, 1995, eligible employees will make a contribution to their current health care benefit package of \$24.00 tenthly.
- 22.804 The District and EGEA agree to augment the dental benefit program to allow for the option of a Dental PPO. It is intended that the PPO will offer dentists available within the Elk Grove and Sacramento area who have agreed in advance to accept reduced fees for listed dental services. Those employees who elect the Dental PPO will have the above contribution (\$24.00) waived for the duration of this agreement.
- 22.805 The current dental benefit program will have orthodontia increased from 50% of the cost to a maximum of \$1500 to 50% of the cost to a maximum of \$2500 for active employee health packages. The annual dental cap is increased from \$1500 to \$2000 for both active and retiree health packages.
- 22.806 Hearing Aide coverage is added to both the active and retiree health packages.
- 22.807 The District also agrees to substitute an Employee Assistance Plan for employees in place of the current plan. The plan is intended to assist employees needing personal or family help seven days a week, twenty-four hours a day.
- 22.808 The District and EGEA agree to join the other bargaining units in the creation of the Elk Grove Benefits Employee Retirement Trust (EGBERT). The intent of all the bargaining units is to preserve health care benefits at retirement. The EGBERT will assume the responsibility for the payment of retiree health benefits for those retiring effective July 1, 2000. During the interim time frame, the District will assume the responsibility for the payment of retiree health benefits for those retiring prior to July 1, 2000, will continue the payments for existing retirees as set out in current agreements, and will make the agreed upon contribution to the trust (\$48.00 tenthly for each benefit qualified unit member).
- 22.809 The member's contribution will be increased to \$26.00 tenthly for the 1999-2000 school year and will increase by \$1.00 tenthly per year for the following four years (up to \$30.00 tenthly.) The district will continue to match the employees contributions.

22.8010 It is intended that the EGBERT board will be made up of one representative from AFSCME, one from ATU, one from EGUSD MGT, one from EGEA, one from PSWA, and two from current retirees (one certificated and one classified). It will be the continuing responsibility of the EGBERT to determine benefits and recommend contribution levels. The EGBERT and the Elk Grove Exclusive Representatives agree to use a combined negotiating team drawn from all of the participating District exclusive representatives to negotiate those contributions with the District. [The retirement health benefits trust component of the proposal is contingent upon the District reaching agreements with the other three bargaining units with identical terms.]

22.9 CONVERSION TO PLANS OUTSIDE THE DISTRICT PROGRAM

An employee who is enrolled in a plan for at least two (2) consecutive monthly payroll periods and whose enrollment terminates because of (a) failure to pay his/her portion of the premium, (b) loss of eligibility, (c) termination of employment, may contact the Accounting Office for information on conversion plans if provided by the carrier.

ARTICLE 23

Miscellaneous

23.1 NON-SCHOOL EMPLOYMENT

- 23.101 All school personnel are employed for a specific job in the schools. It is understood that the duties of each position shall be carried out to the satisfaction of the Superintendent of Schools, the principal and supervisors. The Governing Board recognizes the right of each individual to improve himself/herself financially.
- 23.102 Personnel of the schools may receive compensation for outside activities as long as these activities do not interfere with the proper discharge of their assigned duties or do not cause poor public relations within the community. It is expected that any outside activity should be carried on in a business like and ethical manner.

23.2 TUTORING

Consistent with Governing Board policy, the following rules relating to tutoring have been established:

- a. A teacher may not arrange to tutor any pupil enrolled in his/her class for pay.
- b. No tutoring for which a teacher receives a fee will be carried on in a school building unless approved by the school principal of enrollment.
- c. Teachers who accept outside tutoring engagements make their own arrangements with the parents for the fees to be assessed.
- d. Tutors must be certified in the areas served.

23.3 CONFERENCE ATTENDANCE

The Board of Education of the Elk Grove Unified School District recognizes that conference attendance by Board members, administrators, and teachers bring new ideas and stimulation to the district and results in better education. Therefore, the district encourages conference attendance within the financial resources of the district.

23.4 SUMMER SCHOOL TEACHERS

- 23.401 Applications for summer school shall be filed by March 15, and assignments shall be made no later than May 1.

- 23.404 Notification of assignment to summer school shall be in writing and shall include the location of the assignment and the tentative subject to be taught.
- 23.405 No teacher shall be required to teach summer school. However, once a teacher agrees to serve in a particular assignment, every attempt will be made to maintain that assignment or to provide an appropriate alternate assignment, if possible.
- 23.406 The summer school assignments shall be made as follows:
- a. Positions in summer school will, to the extent possible, be filled first by regularly appointed teachers in the Elk Grove Unified School District.
 - b. Consideration in filling such positions will be given to a teacher's area of competence, major and minor fields of study, program preparation time, and quality of teaching performance.
 - c. The following will be used in the selection of summer school teachers after item (b) has been considered.
 - d. Teachers regularly employed in the Elk Grove Unified School District who have not taught in the previous summer school will be given first choice for positions available. All other applicants within the district will be considered without any priority factors.

23.5 REDUCTION IN STAFF

- 23.501 If it is necessary for causes as provided in Education Code Section 44955 to reduce the staff of permanent employees, all procedures and protections provided for in the Education Code will be followed and provided. The Superintendent will consult with the appropriate employee organizations prior to recommending any "reduction in staff" to the Board so that employees who may be affected can be informed regarding the causes and the consequences of the decision.
- 23.502 If the decision is made by the Board to proceed with a reduction in staff, the Superintendent will consult with appropriate employee organizations in the development of:
- a. The exact procedures which will be followed
 - b. The calendar of events
 - c. The methods and procedures available to the affected staff to guarantee their rights as specified in Education Code Section 44956 and 44957

23.6 CHEST X-RAY OR INTRADERMAL TEST

All employees upon initial employment shall present evidence of having submitted to examination (chest x-ray, skin test, or other tests designated as acceptable by the County

Health Department), to determine that they are free of active tuberculosis prior to commencing service and every four (4) years thereafter or more often if directed by the Governing Board upon recommendation of the local health officer. These examinations will be at district expense if they are not available at no cost.

23.7 PEER ASSISTANCE AND REVIEW PROGRAM

- 23.7.1 This Article is intended to implement the provisions of Chapter 4 of the Statutes of 1999 with respect to the Peer Assistance and Review Program (PAR), as it may be amended, and any applicable regulations. The parties agree that the focus of the Peer Assistance and Review Program (PAR) shall be to provide assistance not to evaluate.
- 23.7.2 Once negotiations are concluded on a PAR process, the District shall provide the required certification that PAR will be implemented beginning July 1, 2000. Effective on July 1, 2000, the mentor teacher program and all obligations, right, activities, and practices related to that program shall automatically terminate.
- 23.7.3 Peer Assistance and Review (PAR Panel)
- 23.7.3.1 The PAR Panel will consist of seven (7) members. Members of the PAR Panel will include the Association President or designee, three (3) members and two (2) alternates selected by the Association and three (3) members and two (2) alternates selected by the District. A PAR Panel member may not participate in the panel's consideration, assessment, or acceptance of a report which pertains to a Participating Teacher whose most recent evaluation was approved by that panel member. The PAR Panel will establish the operational procedures of the panel, including the method for the selection of a chairperson and the adoption of an annual budget.
- 23.7.3.2 Seven of the seven panel members must be in attendance at all meetings of the PAR Panel. Unit members who are members of the panel shall be provided up to 15 days of paid release time each, for purposes of attending meetings of the PAR Panel and conducting observations of classroom teachers being considered for appointment as Consulting Teachers. Unit members who are members of the panel shall receive an annual stipend based on Class Six, Step 1 of the Adjunct Duty Schedule. In the first year, alternates will be paid the same as regular panel members. The expense of stipends and paid release time for panel members shall be reflected within the annual budget adopted by the PAR Panel.
- 23.7.3.3 The PAR Panel shall be responsible for selecting Consulting Teachers (defined in Section 23.7.5), assessing assistance plans and related documentation prepared by Consulting Teachers, and providing inservice training for Consulting Teachers. Written confirmation of participation in the PAR program will be provided by the PAR Panel to Participating Teachers, Principals or immediate supervisors, and Consulting Teachers.

- 23.7.3.4 The PAR Panel will adopt guidelines for implementing the provisions of this Article. The guidelines will be consistent with the provisions of this Agreement and applicable law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail.
- 23.7.3.5 The PAR Panel will assign the Consulting Teacher to a Participating Teacher. The Participating Teacher may appeal the panel's designation of a Consulting Teacher to the panel in accordance with procedures developed by the panel. The Participating Teacher may request to meet with the PAR Panel to discuss the assignment of the Consulting Teacher within two weeks of notification.
- 23.7.3.6 The parties intend that all documentation and information related to participation in the PAR program be regarded as a personnel matter subject to the personnel record exemption of the Public Records Act contained within Government Code 6250 et seq.
- 23.7.3.7 The PAR Panel will develop standards and guidelines to be used by the Consulting Teacher in working with and assessing participants. This will include, but not be limited to, time lines for completion of peer review reports for submission to the PAR Panel.
- 23.7.3.8 The PAR Panel will review the final report prepared by the Consulting Teacher. The panel will make recommendations to the Governing Board regarding a referred Participating Teacher's progress in the PAR program including providing names of participants not able to demonstrate satisfactory improvement after receiving sustained assistance.
- 23.7.3.9 The Par Panel is responsible to annually evaluate the impact of the PAR program. The PAR Panel recommends to the Association and the Board of Education improvements in the process.
- 23.7.3.10 No decision regarding the PAR process made by the PAR Panel shall be subject to the grievance procedure.
- 23.7.3.11 All decisions of the PAR Panel will be made utilizing a consensus model. In the event of an inability to reach consensus which exists for longer than a single meeting, a matter may be resolved by majority vote.

23.7.4 Participating Teacher

- 23.7.4.1 A Participating Teacher is a unit member who receives an unsatisfactory rating and who is to receive assistance and coaching to improve instructional skills, classroom management, knowledge of instructional subject matter, and related aspects of teaching performance. There are two (2) categories of Participating Teachers—those who volunteer and those who are required to

participate based upon having received a “Continuation with Improvement(s) Required.”

- a. The purpose of participation in the PAR program is to help correct job-related deficiencies and to assist the unit member in improving performance. Permanent unit members who have received a “Continuation with Improvement(s) Required” are candidates for participation in PAR.
- b. The Consulting Teacher assigned by the PAR Panel will provide assistance to the Participating Teacher until he/she concludes that further assistance will not be beneficial, at which time the Consulting Teacher will submit a final report of the teacher’s participation in the program to the PAR Panel. The Participating Teacher may submit a written response to the final report and/or request a meeting with the PAR Panel subject to the rules established by the panel. A copy of the Consulting Teacher’s final report shall be provided to both the Participating Teacher and the Evaluator prior to its submission to the PAR Panel. The Evaluator will be provided the opportunity to address the PAR Panel upon request. The Evaluator’s comments shall be advisory only.
- c. The PAR Panel will forward a final evaluation of the teacher’s participation in the program to the Governing Board, Superintendent, or designee. The evaluation and recommendation(s) of the PAR Panel and the peer review reports prepared by the Consulting Teachers shall be advisory only, for the benefit of the Participating Teacher and the District and shall in no way limit the District’s discretion or authority with regard to decisions and actions regarding the employment status of any employee. The fact that the employee is participating in PAR will not limit or delay the District’s authority or discretion to make any such decision or take any such action. Participation in PAR will not create any right or expectancy of continued employment by the District for any period of time.
- d. The results of the Participating Teacher’s participation in PAR may be used in the evaluation of the teacher pursuant to Education Code § 44660 et seq.
- e. Compensation is not provided to Participating Teachers for participation in PAR, except that authorized in participation in activities such as workshops, seminars, beyond the regular work day. Authorized participation in PAR may be used for credits toward step advancement or 150-hour professional growth credit.

23.7.4.2 A Volunteer Teacher Participant is a permanent status unit member who seeks to improve his/her teacher performance. The Volunteer Teacher Participant may request the PAR Panel to assign a Consulting Teacher to provide peer assistance. The Consulting Teacher will play no role in the evaluation of the teaching

performance of the Volunteer Teacher Participant. The Volunteer Teacher Participant, in his/her discretion, may terminate his/her participation in PAR at any time.

23.7.5 Consulting Teacher

- 23.7.5.1 A Consulting Teacher is a permanent status unit member who provides assistance to a Participating Teacher pursuant to the PAR program. Consulting Teachers must meet the following requirements.
- a. Permanent status classroom teacher employed by the District.
 - b. At least five (5) years substantial recent experience in classroom instruction.
 - c. Demonstrated exemplary teaching ability as indicated by mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
 - d. Ability to communicate effectively orally and in writing.
 - e. Ability to work cooperatively and effectively with others.
- 23.7.5.2 A Consulting Teacher may be full or part time release (to be determined later). A Consulting Teacher provides assistance to a Participating Teacher in improving instructional performance. This assistance may include but not be limited to:
- a. Conducting an initial meeting with the Evaluator and Participating Teacher to discuss the Participating Teacher's evaluation and perceived performance deficiencies.
 - b. Setting and discussing performance goals with the Participating Teacher and Evaluator.
 - c. Assisting in developing an Assistance Plan which addresses the elements of Attachment A to the Standard Evaluation Form. The Assistance Plan shall be reviewed and approved by the PAR Panel.
 - d. Conferring with the Evaluator and Participating Teacher as determined by the Consulting Teacher on the Participating Teacher's progress with the Assistance Plan.
 - e. Multiple observations of the Participating Teacher during periods of classroom instruction.
 - f. Demonstrating good practice to the Participating Teacher.
 - g. Using District resources to assist the Participating Teacher.

- h. Monitoring the progress of the Participating Teacher and maintaining a written record.
 - i. Making Status reports to the PAR Panel for a referred Participating Teacher.
- 23.7.5.3 If a consensus cannot be reached, Consulting Teachers shall be selected by a majority vote by the PAR Panel after one or more members of the PAR Panel have conducted at least one site visitation and a classroom observation. The PAR Panel's selection procedures, activities, and criteria, and its judgments regarding selection of Consulting Teachers, shall not be subject to the grievance procedure.
- 23.7.5.4 Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The panel will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. The PAR Panel may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher, or reasons determined by the panel in its discretion to justify removal. Prior to the effective date of such removal, the PAR Panel will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.
- 23.7.5.5 Expenditures for the PAR program shall not exceed revenues received from funds made available through the passage of AB1X without the mutual agreement of the parties.
- 23.7.5.6 The number of Consulting Teachers in any school year will be determined by the PAR Panel based upon participation in the PAR program, the funding available and other relevant considerations including site administrator input on program integrity. The PAR Panel must provide the District notice on or before the close of the second transfer round of PAR Consulting Teacher selection. In the first year of the program, the BTSA support providers will be continued unless the assigned classroom observer vetoes the continuation. If there are BTSA support providers who are released or more Consulting Teachers needed, then the process of selection set out in these procedures shall be followed.
- 23.7.5.7 In addition to the regular salary, a Consulting Teacher will receive a stipend. The PAR Panel will determine appropriate stipend rates based upon release time and caseload.
- 23.7.5.8 Consulting Teachers shall have a caseload determined by a ratio of Consulting Teachers to Participating Teachers. This ratio is dependent on the amount of intervention time needed, as determined by the PAR Panel, and shall also consider BTSA and other beginning teacher assistance programs.

23.7.5.9 The PAR program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher, and the Evaluator with respect to the process of peer assistance and review. The Participating Teacher and the Consulting Teacher will meet with the Evaluator to review and discuss the basis for referral to the PAR program. The Participating Teacher assistance plan shall be based upon the areas in which the Participating Teacher's evaluation reflects unsatisfactory performance. The Consulting Teacher is encouraged to confer regularly with the Evaluator regarding the implementation of the PAR program with respect to each Participating Teacher.

23.7.5.10 At the request of the Participating Teacher or the Consulting Teacher, the PAR Panel may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.

23.7.6 General Provisions

23.7.6.1 Consulting Teachers and those teachers serving on the PAR Panel shall not be considered management or supervisory based upon their participation in PAR. Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. The District shall hold these teachers and administrators harmless for actions occurring within the scope of their responsibility for participation in PAR. The decisions of the consulting teacher and the PAR Panel which might lead to a decision by the Board of Education to bring dismissal actions are discretionary not ministerial and are not grievable.

23.7.6.2 It is agreed that recently retired exemplary teachers may be invited to serve as Consulting Teachers per procedures developed by the PAR Panel.

23.8 **REQUIRED TRAINING**

A teacher may be required by the principal to participate in in-service training or course work at college or university level when, in the judgment of the principal, such training or education will assist the teacher to be more effective in his/her classroom or adjunct responsibilities. In-service or college units earned may be used as part of the requirements for training class advancement on the salary schedule. This requirement may not exceed the equivalent of three semester units in any three-year period.

23.9 **TEACHER-ADMINISTRATOR-GOVERNING BOARD RELATIONSHIPS**

23.901 Recognizing that providing a high quality education for children is the paramount aim of this school system, and good morale in the teaching staff is necessary for the best education of the children, the Governing Board encourages the participation of staff members in the activities of their professional organizations

and encourages the organizations to exercise their rights and responsibilities within the spirit and letter of the law. The Governing Board also recognizes the following roles and responsibilities that are clearly established by law:

- a. The Governing Board, under law, has the final responsibility of establishing policies for the school system, subject to the requirements of negotiation as provided for by California law.
- b. The Superintendent and his/her staff have a responsibility of carrying out the policies established.
- c. The certificated teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

23.10 ATTAINMENT OF GOALS

23.1001 Attainment of the goals of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Governing Board, the Superintendent and his/her administrative staff, the certificated personnel, the classified personnel and other citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.

23.11 SCOPE OF NEGOTIATIONS

The Governing Board will strictly construe the scope of bargaining as provided in 3543.2 of the Government Code (SB 160).

23.12 CONSULTATION

23.1201 The Governing Board will also freely consult with exclusive representatives within the rights granted to them by law (Government Code 3543.2).

- a. Definition of educational objectives.
- b. Determination of content of courses and curriculum.
- c. Selection of textbooks.

23.1202 The Governing Board reserves to itself its unlimited right to consult with any employee groups on any matter outside the scope of representation. Consultation procedures and processes are not a negotiable items. However, the Governing Board views healthy consultation between and among Governing Board, administration and employee groups as highly desirable.

23.13 MANDATED PHYSICALS

The District will pay the reasonable cost of mandated physicals.

23.14

SHARED CONTRACTS

- 23.14.01 The primary criteria for approving shared contracts shall be successfully meeting the educational needs of students and will ensure the other provisions of BP 4113.1 are met.
- 23.14.02 Applications for shared contracts shall be made through the site principal to the Human Resources Department by March 15 of the year preceding the year in which the partial assignment is desired. A Percent/Part-Time Contract Application form shall be completed. (Appendix D)
- 23.14.03 Teachers desiring a shared contract shall apply for a partial leave of absence for the portion of the contract they wish to vacate.
- 23.14.04 Request for partial contracts shall be approved by the site administrator, the Human Resources Department and the Board and will be conditioned upon having a place or finding another employee to work the remainder of the position if a full-time equivalent position is needed by the District. The proposed division of the contract must be approved by the site principal who shall then make his/her recommendation to the Human Resources Department.
- 23.14.05 Upon approval of the site principal and the District's Human Resources Department, a signed, shared contract agreement shall be submitted to the Governing Board for final approval. (Appendix E)

RENEWAL OF SHARED CONTRACTS

- 23.14.06 All partial leaves of absence shall be considered as one-year positions with no automatic right to an extension. Both the site administrator and the Human Resources Department shall have full discretion to decline to extend the leave.
- 23.14.07 By March 1 of the year in which the shared contract occurs, the teacher(s) shall inform the principal and the District's Human Resources Department in writing if they wish to apply for an extension of the agreement.
- 23.14.08 Such extensions shall be considered on a case-by-case basis and are not automatically renewed.

PROVISIONS OF A SHARED CONTRACT

- 23.14.09 Employees in a shared contract arrangement shall have on file in the District's Human Resources Department, a signed, shared contract agreement which clearly delineates the duties and responsibilities of each party. The contract shall not be valid until both the site administrator and the Human Resources Department have approved the terms of the agreement and the Governing Board has granted final approval.
- 23.14.10 The payment of benefits to employees on a part-time leave of absence shall be in accordance with the current collective bargaining agreement.

- 23.14.11 All shared contracts are restricted to no more than one benefit package per FTE. However, partners may allocate those benefits among themselves to the degree that is allowed by the insurance carriers and buy the remaining portion should they desire.
- 23.14.12 When one partner to a shared contract is unable by reason of disability or other circumstance to continue under the shared contract agreement, the other partner is responsible for returning to full-time. Should such return be blocked by personal circumstances permanently, the partner shall be responsible for temporarily becoming full-time while other arrangements are made.
- 23.14.13 Shared contracts shall be limited to ten percent (10%) of the total number of K-6 classroom teacher's FTE in the District.
- 23.14.14 Both partners are responsible for all mandatory teacher workdays and all staff meetings.

23.15 FULL INCLUSION TEACHERS

In an attempt to mitigate the additional time required for teachers who work with fully included students (those students identified as severely handicapped who are assigned to general education classrooms for their primary placement), the District agrees to allocate \$500 per student per year.

- 23.15.1 Each teacher of a fully included student shall have discretion in spending the \$500 allocation in electing from a menu of options including release time, training, materials (regular education if so indicated by the teacher), and exchange duties. (See Appendix I)

23.16 SPECIAL EDUCATION (SPED)

Staffing and working conditions in Special Education (SPED) need modification to assist teachers in meeting the needs of special education students. The District has determined to advance the projected growth in SPED enrollments so that class sizes in the beginning of the year allow for growth without exceeding reasonable limits. The District intends to monitor SPED class sizes on a quarterly basis and to increase services to students which could include additional teachers, instructional assistants, revised IEP's for alternative services to students or other necessary support. Additionally, SPED teachers will be allowed access to the transfer process on the same basis as all other teachers, including but not limited to access to growth and vacant positions on the Winter and Spring postings.

- 23.6.1 The District will also monitor learning center numbers and staffing to determine which, if any, need intervention. In effect the above intervention is designed to make the District more sensitive to the needs of SPED teachers and to assure that SPED teachers are treated equitably in comparison with regular education teachers.

23.7 HEALTH SERVICES—NURSES

- 23.7.1 Staffing and working conditions for nurses are in need of review. Nurses will be convened to review and prioritize job description functions to assure that highest priority assignments are accomplished.
- 23.7.2 The District intends to regionalize nursing services and increase nursing staffing by two nurses.
- 23.7.3 To enhance their efficiency, individual nurses will be provided technological support (laptop computers).
- 23.7.4 Medicare reimbursements for services provided by nurses will be used to improve the level of healthcare services in the District.

23.8 TECHNOLOGY

The District and the Association agree that consistent focus and careful planning need to accompany their mutual commitment to technology. The needs of students and teachers for harnessing technology are intended to be serviced through both the site and district grant funding for 2000-01.

- 23.8.1 The District will work to create an expenditure model which assures that funds are systematically spent to meet the technology needs.

23.9 Faculty Advisory Council (FAC—Pre-Kindergarten)

The District and the Association agree to implement a Faculty Advisory Council (FAC) to meet with the Pre-Kindergarten Administration to consult on issues important for Pre-Kindergarten, such as but not limited to, hours, transfer, assignment, curriculum, articulation with kindergarten, and related matters.

- 23.9.1 The constituency for the FAC will include the Association-appointed Pre-Kindergarten teacher representatives from State Preschool, Headstart and Title I, the District-appointed representatives from Pre-Kindergarten administration.
- 23.9.2 Meetings will be scheduled on duty time at times other than when students are in attendance.
- 23.9.3 The Association will appoint an ombudsperson to coordinate concerns with the Pre-Kindergarten administration.

23.10 FOCUSED ENHANCEMENT OF ACADEMIC TEACHING—PILOT PROGRAM

- 23.10.1 The District and the Association agree that in order to enhance the academic performance of its comprehensive secondary schools to institute a pilot program utilizing the Results model which provides two FTE for each high school and one FTE for each middle school.

- 23.10.2 The Results plan submitted shall incorporate both pre and post mechanisms of assessing the impact of the program—Focused Enhancement of Academic Teaching.
- 23.10.3 The use of the funds shall be restricted to the following core academic areas:
- a. Mathematics
 - b. English
 - c. Social Science
 - d. Science
- 23.10.4 Principals, in conjunction with staff, shall submit the required forms to the Associate Superintendent for Secondary Education for final approval.
- 23.10.5 These funds can be used to enhance the numbers of sections offered for specialized low enrollment classes designed to improve the substandard performance of students who most need assistance and/or improve opportunities for students to take accelerated courses.
- 23.10.6 By limiting these sections to these four subject matter areas, the negative impact on class size that these programs have had will be mitigated.

ARTICLE 24

Adult and Continuing Education

- 24.1 Adult school and continuing education employees shall be covered by Article 1. Agreement, Article 2. Recognition, Article 3. Negotiation Procedures, Article 4. Association/Unit Member Rights, Article 5. District Rights, Article 6. Dues and Payroll Deductions (except all unit members are required to either belong to the Association or pay a service fee unless exempted pursuant to the conscience exceptions contained in this article), Article 7. Grievance Procedure, Article 12. Personnel Records, Article 15. Personnel Records, Article 16, Complaints, Article 18, Leaves except as noted below, Article 25. Completion of Negotiations, Article 26. Savings, Article 27. Concerted Activities, and Article 28. Duration.
- 24.2 District and EGEA have agreed to the provisions of this Article in recognition of the special conditions involved in the Adult and Continuing Education Division (hereinafter "Adult Education"). Adult Education is conducted by a combination of full-time and part-time employees trained in the methods to meet the learning needs of the District's youth and adult population in the areas of essential skills, life-long learning, and vocational and occupational training. While it is recognized that Adult Education personnel may be concurrently employed in other district programs including but not limited to K-12, it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of the Agreement as they apply to Adult and continuing education, this article shall prevail.

24.3 AGREEMENT AND RECOGNITION

- 24.3.1 All personnel in adult education programs shall be employed under contracts appended to this agreement. These contracts shall specify the duration of the employment, and shall terminate on or before June 30 of the year in which they are issued. If the duration of the contract is to extend beyond June 30, a second contract shall be issued to cover the balance of the employment period.
- 24.3.2 The contract term for a person hired to complete the term(s) of employment of another person shall be for the duration of the original term(s). All contracts of employment shall be terminable at any time prior to expiration, but only for lack of funds, elimination or reductions of the educational offering, insufficient enrollment or attendance, unsatisfactory performance, or any of the causes listed in Education Code § 44932 et. seq.

24.4 DEFINITIONS

- 24.4.1 Unit member(s) covers those persons who are, by virtue of being assigned for six (6) or more hours per week, included within the bargaining unit.

24.4.2 For purposes of the grievance procedure, "Day" shall be defined by the Adult Education schedule. 2.2, 2.3, 2.4, 2.7, 2.8, 2.9, 2.10, and 2.11 shall be applicable from Article 2. Definitions.

24.5 CLASS SIZE

Class size shall not exceed the room occupancy/seating requirements of applicable fire codes. Classes are subject to cancellation if they fall below fifteen (15).

24.5.1 Except as indicated by tenure laws or as indicated below, adult school unit members shall be employed on an hourly, as-needed basis. For employees working and entitled to fewer than 19.2 hours whose class(es) have attendance of ten (10) or more at the class-size, minimum-evaluation point, the class will be continued for the duration of the term so long as the attendance does not drop lower than seven (7).

24.5.2 If the class is subsequently offered pursuant to the assignment pattern in 24.15.2 and taught by the same unit member, the class must have fifteen (15) or more to be continued for the duration of the term.

24.5.3 For unit members with 19.2 or more hours whose class has an attendance of 10 or more at the class-size, minimum-evaluation point, the class will be continued through its term. If the class does not meet the minimum of ten (10), paragraph 24.5.4 applies.

24.5.4 If the class is subsequently offered to the same permanent unit member, the class must have fifteen or more students to be continued. If not, the unit member will be assigned within the scope of his or her credential to a position held by the least senior employee/unit member for the number of class hours canceled. The displaced employee/unit member shall not have bumping rights.

24.5.5 Class-size minimums will be reviewed on the fourth meeting of that class when they meet three (3) or more times per week and on the second class when they meet two (2) or less times per week. In the event that a class is to be closed at the above evaluation point(s), the director of the adult and continuing education program or a designee will personally inform any instructor of the decision to close the class and the date/time of the final class meeting. A formal written notification will be given to the instructor.

24.5.6 Classes which do not meet the minimum class size requirements described above may be continued at the discretion of Adult Education based upon the following criteria:

24.5.6.1 The class is part of a "start-up" or "venture" program.

24.5.6.2 The class is part of a high school diploma program for credit.

24.5.6.3 The class is fee-based and financially self-supporting.

24.5.6.4 The class is legally mandated.

- 24.5.6.5 The class is long-standing and has traditionally met a specific community need.
- 24.5.6.6 Other classes that do not meet the above criteria may be continued by mutual agreement of EGEA and Adult Education (in reference to on-going classes that have no specific start or stop date).
- 24.5.7 If an individual unit member believes that a particular class size is inappropriate, that unit member may refer the issue to the Adult Education Administration for discussion with the Faculty Advisory Council.

24.6 EVALUATION PROCEDURE

- 24.6.1 The District retains sole responsibility for the evaluation and assessment of performance of each adult school unit member, subject only to the following procedural requirements. Should an adult school unit member believe an evaluation to be derogatory, the unit member will be given an opportunity to comment thereon as provided for by law. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the District, nor shall the grievance contest the judgment of the evaluator; any grievance shall be limited to a claim that the following procedures have been violated.
- 24.6.2 Evaluation of the performances of adult school unit members shall be made as needed, at least once every semester for probationary personnel, and at least once every other year for unit members with permanent status. Should a teacher be employed after the midpoint of the first semester of a school year, evaluation for that semester shall be at the option of the principal.
- 24.6.3 Adult school unit members with permanent status may be evaluated yearly or more often if the District or the evaluator deems it appropriate. Reasons for evaluating permanent personnel more often than the minimum required could include but would not be limited to situations such as a new assignment; unsatisfactory previous evaluations; the assignment of a new evaluator; or a need to improve the instructional program.
- 24.6.4 Adult school unit members must comply with the standards contained in the evaluation forms which are contained in the Adult School Appendix.
- 24.6.5 Classroom observations may be, but shall not be required to be, arranged by the evaluator and the adult school unit member in advance of an observation. Evaluations need not be based solely upon formal classroom observations.
- 24.6.6 Previous to the completion of the summary evaluation form, at least one observation and conference should be held. The Evaluation Report may be presented in writing. An adult school unit member may request a conference to discuss its conclusions.
- 24.6.7 The evaluator shall not base his/her evaluation on the quality of an adult school unit member's classroom instructional program on information not collected

through a means reasonably calculated to achieve accuracy. Negative evaluation of performance shall not be predicated upon information or material of derogatory nature that has been received by the evaluator from sources such as other teachers, parents, and citizens unless the facts have been verified by the evaluator and discussed with the unit members. Student evaluations will be a factor in formulating the overall evaluation of a unit member.

24.7 LEAVES

- 24.7.1 All other leaves in Article 18 except for Sabbatical Leave, Sick Leave, Catastrophic Leave shall be granted and implemented according to the procedures in Article 18.
- 24.7.2 Sick leave shall be provided unit members on the basis of one (1) hour of sick leave for each eighteen (18) hours worked and accrued if unused.

24.8 TRANSFER AND REASSIGNMENT

- 24.8.1 Transfer is defined as a change from one adult education site to another adult education site. Voluntary transfer is defined as a transfer made at the request of a unit member. Involuntary transfer is defined as a transfer made by Adult Education.
- 24.8.2 Reassignment is defined as a change in assignment within an adult education site and shall not be made arbitrarily or capriciously.
- 24.8.3 A site is defined as any separate facility where classes are conducted.
- 24.8.4 Requests for voluntary transfers shall be maintained in the Human Resources Department for no less than one (1) year. Employment opportunity postings shall consist of a job description, time and place of employment, number of hours per week and wage per hour, and deadlines for submitting applications.
- 24.8.5 A response to advertised employment opportunities is to be submitted to the Human Resources Department.
- 24.8.6 The Human Resources Department shall notify the applicant of the status of the transfer, increase in hours, increase in hours due to expansion of any program, or other employment opportunities including positions that are new or vacant.
- 24.8.7 Transfers by the District shall be based on the following criteria: preference of the employee; length and quality of employee service in the District; experience and teaching background; affirmative action goals and needs of the District; and preference of AEA.

- 24.8.8 Seniority shall be determined by hiring within the Adult Education program as a regular employee.
- 24.8.9 If a unit member is transferred involuntarily due to enrollment shifts and/or decline, the unit member shall be offered the first opportunity to return to the unit member's previous site if a subsequent vacancy develops at that site from which the employee had been involuntarily transferred.
- 24.8.10 Those to be involuntarily transferred may indicate a preference of assignments to the Human Resources Department and AEA.
- 24.8.11 Those to be involuntarily transferred shall, upon written request, have a written reason for the impending transfer from AEA and the Human Resources Department.

24.9 SALARIES

- 24.9.1 Adult education assignments are based upon enrollment and attendance of voluntary students. As attendance increases or decreases, so must staff assignments. Except as otherwise indicated in this Article, salary can be reduced as assignment is reduced.
- 24.9.1.1 Except as indicated by tenure laws, adult school unit members shall be employed on an hourly, as needed basis. In the event that a class is to be closed after the initial three-week evaluation of enrollment, the director of the adult and continuing education program or a designee will personally inform any instructor of the decision to close the class and the date-time of the final class meeting. A formal, written notification will be given to the instructor one week prior to the date/time of the termination of the class.
- 24.9.1.2 The hourly rate of pay shall be set forth in the Adult Education Appendix. Advancement in pay due to experience shall be contingent upon the unit member having provided service (actively working) to the District as an adult school teacher for not less than twenty-seven (27) weeks during the preceding year. Verification of Units must be made no later than October 1 of the year in which unit member anticipates movement between columns. Units taken must be approved in advance by the Staff Development/Human Resources Department based upon the criterion that the teaching performance of the unit member will be enhanced either in subject matter or technique.
- 24.9.2 The substitute rate shall be based on the lowest rate of pay on the schedule for all new substitutes. Any existing member shall be paid their current wage for substituting.
- 24.9.2.1 A unit member who wants to substitute will fill out the days and hours of availability and file the form with AEA for inclusion on the substitute list.

- 24.9.2.2 AEA has discretion in appointing subs but will consider teacher input if appropriate.
- 24.9.2.3 Time served as a substitute will not count for any purpose, including but not limited to sick leave, health benefit eligibility, seniority or movement on the salary schedule.

24.10 FRINGE BENEFITS

- 24.10.1 The District will provide for each unit member who works no less than 20 hours per week for 36 weeks per year a yearly health and welfare benefit allocation equivalent. The amount of the health and welfare benefit allocation shall be set forth in the Adult Education Appendix.
- 24.10.2 No unit member shall earn more than one (1) full benefit from any combination of regular day school employment and adult school employment. Qualification for benefits cannot combine hours worked between regular day school employment, substituting, and adult school employment in any capacity.
- 24.10.3 All unit members receiving fringe benefits may continue to receive fringe benefits for that benefit year by contributing the differential percentage that their assignment is to qualifying time, i.e., if the unit member were assigned twenty (20) hours and during the benefit year was reduced to sixteen (16) hours, then the unit member could retain benefits by contributing twenty-five percent (25%) of the costs. This right is conditioned upon continuing employment with Adult Education.

24.11 WORKDAY AND WORK YEAR

- 24.11.1 The workday is to be scheduled as per the Adult Education calendar. The work year shall be established by the AEA after consultation with the Faculty Advisory Committee.
- 24.11.2 The teacher work assignment shall end after the end of the class.
- 24.11.3 Teachers shall be compensated for any mandatory, required meetings outside the assigned work hours.
- 24.11.4 Mileage shall be paid when an employee is required to commute between two sites without an intervening time in the schedule of two or more hours.
- 24.11.5 The full-time teacher work year shall consist of thirty-six (36) weeks at thirty-two and one-half (32.5) hours (including prep time).
- 24.11.6 In order to provide those unit members currently working more than 36 weeks the same length work year, they will receive first priority for available assignments for which they are credentialed and competent.

- 24.11.7 Full time staff members shall be paid for one-half hour of preparation per day. Those staff currently with more preparation time shall be grandpersoned.

24.12 SCHEDULING

The District agrees to make a good faith effort to notify unit members of their assignments at the earliest possible opportunity. If feasible, the District shall notify teachers of their tentative teaching schedules fifteen (15) calendar days prior to the start of each semester.

24.13 WORKING CONDITIONS

Student aides or other clerical persons shall be available four (4) nights per week for assisting faculty in clerical duties, copying, etc., provided that sufficient funds are available as reasonably determined by AEA.

24.14 LAYOFF OR REDUCTION OF UNIT MEMBERS FOR LACK OF FUNDS

- 24.14.1 In the case of current Adult Education funded personnel who are not to be renewed due to lack of work or lack of funds (when more teachers have assignment rights than course offerings), the following procedures shall apply:
- 24.14.1.1 The AEA shall first identify the affected course(s), including closely-related courses in the same subject (i.e., English 1, 2, 3 and 4).
 - 24.14.1.2 The seniority of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed.
 - a. Seniority is measured by the number of consecutive, uninterrupted years of satisfactory service. Time spent on approved unpaid leaves of absence does not count as time served but does not constitute an interruption of the "consecutive" service requirement.
 - b. To qualify for a year of seniority, the individual must have satisfactorily served at least seventy-five percent (75%) of the weeks for full-time service (27 weeks).
 - c. Service in both Adult Education and continuing education programs (categorical and general fund) shall apply.
 - 24.14.1.3 The employee qualified according to the criteria of 24.15.1.2 with the least seniority shall be released first unless the site administrator reasonably determines that the person has needed instructional skills or qualifications, not possessed by an employee with greater seniority. A seniority list shall be maintained by the Human Resources Department, provided to impacted employees and EGEA prior to layoff pursuant to this Article. EGEA shall be kept informed on the requirements for layoff during regularly-scheduled

consultation meetings. It is intended that any unit member who is credentialed and competent to perform continuing services will be retained over more junior employees even if the continued service is outside of the current assignment.

- a. The employee shall be provided notice of layoff no less than ten calendar days prior to its effective date and an opportunity to have a hearing on the matter before the Administrator of Personnel if a hearing is demanded within five (5) days of notice.
- b. The hearing shall give the employee the right to present evidence and provide a defense.
- c. The Assistant Superintendent for Human Resources shall make findings of fact and render the decision of the District. Should the employee be reinstated, he or she shall be entitled to back pay for the hours lost.

24.15 STAFFING

- 24.15.1 Prior to the beginning of a term, the AEA shall prepare a list of courses to be offered at that site by program. After preparing that list, the AEA shall make their assignment to those programs from the eligibility list of staff members currently teaching at that site. These positions need not be posted.
- 24.15.1.1 It shall be the responsibility of the AEA to identify courses that meet the needs of the various programs offered by Adult Education.
- 24.15.1.2 The AEA shall maintain eligibility lists of qualified employees composed of those employees currently servicing a site by credential, seniority, past assignments, and bilingual ability. "Qualified" as used in this sub-section, shall mean that the applicant has taught the same course or closely related course in the same subject, possesses the requisite credential, and possesses the needed instructional skills or qualifications as stated on the job posting. The AEA shall select from among the qualified applicants at the site to fill each position.
- 24.15.2 The first priority for assignment shall be the filling of positions by tenured staff who are guaranteed a number of hours. The second priority for assignment shall be maximizing the assignment of those who are qualified for benefits. The third priority for assignment shall be maintaining the current ratio of tenured to non-tenured positions. The fourth priority for assignment shall be enhancing the hours of those staff who have been rated above satisfactory in their evaluations. The fifth priority will be filling positions from the eligibility lists maintained by site administrators.
- 24.15.2.1 No unit member shall be entitled to, nor may he or she gain a right to a continuing assignment of more than full-time.

- 24.15.3 All remaining new or vacant part-time positions or courses in Adult Education funded programs shall be posted at the applicable time, reporting site, and each division thereof by June 1 for year round programs, and August 1 for Adult Education Programs and by January 5. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.
- 24.15.3.1 These vacancies shall be filled by paper screening applications based upon the priorities in 32.15.2 and interviewing no fewer than the top four candidates.
- 24.15.4 Remaining unfilled positions shall be posted at the District Office and at all Adult Education sites by June 15 for year round programs, August 15 for traditional programs, and January 15. To apply for such positions a person must either qualify as provided above or possess other appropriate training and experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. The AEA shall select from among the applicants.
- 24.15.5 Positions coming available after the beginning of the term may be filled at the discretion of the AEA.
- 24.15.6 Those to be involuntarily transferred may indicate a preference of assignments to the AEA.
- 24.15.7 Those to be involuntarily transferred shall, upon written request, have a written reason for the impending transfer from AEA.
- 24.15.8 Adult Education agrees to make a good faith effort to consider part-time teachers preference in making assignments. When possible, employees will be notified of their assignment fifteen (15) calendar days before the beginning of each semester. Employees may indicate a preference for a change of assignment by notifying the AEA in writing forty-five (45) days before the beginning of the next semester.

24.16 RELEASE OF PERSONNEL FOR UNSATISFACTORY PERFORMANCE

- 24.16.1 Current personnel in either Adult Education or categorically funded positions do not have an implied right to employment beyond their assigned term except as required by the Education Code. However, if they are not to be renewed due to dissatisfaction with the quality of their services, they shall be evaluated in accordance with the requirements of this article.
- 24.16.1.1 Unit members released for unsatisfactory performance must have been preceded by compliance with the evaluation provisions of this Article.
- 24.16.1.2 The rights of personnel with an assignment of less than six (6) hours per week are limited to final notice.

24.17 FACULTY ADVISORY COMMITTEE

A. Definition

The Faculty Advisory Committee (FAC) is an advisory committee to the AEA and chaired by the AEA for the discussion of curriculum and instructional issues.

B. Purpose

The purpose of the committee is to discuss curriculum and instructional issues that directly affect the school, including curriculum development, school instructional site budget, master schedule, and other topics specifically related to curriculum and instruction as determined by the principal and members of the committee.

C. Composition Of The Faculty Advisory Committee

- (1) The FAC shall have one faculty member selected democratically from the jail program, one from the fee based-programs, one from the Adult Education programs, one from EGEA, and the designated administrator. The bargaining unit members shall be elected democratically by an at-large election.

The AEA and/or members of the above committee may invite resource people to attend meetings of the committee from time to time as necessary.

D. Selection

- (1) By the end of the first school month in each school year, the unit members at each of the designated programs shall elect a FAC. Each bargaining unit member shall have an opportunity to nominate himself/herself or be nominated by another member of the bargaining unit to serve on the FAC. The election ballot will be composed of those teachers nominated and who are willing to serve. All bargaining unit members shall have the opportunity to vote.
- (2) If a tie exists, a runoff election for that position(s) will be held. The runoff election will consist of bargaining unit members who tied for the position(s) in the previous election.
- (3) If a vacancy develops after the initial election, the FAC shall have a special at large election to fill the vacant seat(s). The same election procedures will be followed during the special election. The principal working with a site representative of the Association shall conduct the election.

E. Compensation

The wages paid to elected members of the FAC shall be established in Appendix G.

F. Meetings

- (1) Meetings will be held at least eight times annually. Additional meetings may be held if agreed to by AEA and members of the FAC. None of the hours earned through meetings may be used for benefit or tenure eligibility.
- (2) The agenda will be mutually developed by AEA and members of the FAC.

- (3) Minutes of the FAC meetings shall be recorded by a person mutually selected by the committee and the principal. Minutes of the FAC meetings shall be posted, one (1) copy distributed to each unit member as soon as possible following the completion of the meeting. The minutes shall reflect the mutual concurrence of the AEA and the committee members relative to the content of the minutes.
- (4) The FAC serves in an advisory capacity to the AEA to deal with curriculum and instructional issues.

G. Training

The AEA will make every effort to train FAC members in interest-based conflict resolution as soon as practicable.

ADULT EDUCATION APPENDIX

A. SALARY

A salary schedule shall be established with five (5) steps and five (5) columns based upon satisfactory years of experience and verification of appropriate credential (and/or) education as set out above. (Salary Schedule: Appendix G)

B. FRINGE BENEFITS

Each unit member employed for twenty hours (20) per week shall be entitled to participate in health and welfare benefits as contained below. Qualifying Unit members will be entitled to health and welfare benefits paid by the District at the rate then contributed for K-12.

C. EVALUATION FORMS

See Appendix F.

The provisions of this agreement shall be effective July 1, 1995. New health and welfare benefits will be effective July 1, 1995.

ARTICLE 25

Completion of Negotiations

- 25.1 Any individual contract between the district and the individual employee within the representational unit of this contract heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.
- 25.2 This agreement shall supersede any policies, regulations, rules or practices of the district which shall be contrary to or inconsistent with its terms.
- 25.3 During the term of this agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the district shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this agreement or not, unless otherwise provided in this agreement, even though each subject or matters may not have been within the knowledge or contemplation of either or both the district or the Association at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.
- 25.4 This agreement shall constitute the full and complete commitment between parties and shall supersede and cancel all previous agreements both written and oral. However, this agreement may be altered, changed, added to, deleted from or modified through the voluntary, mutual concern of the parties in a written and signed amendment to this agreement.

ARTICLE 26

Savings

- 26.1 If any provision of this agreement or any application thereof to any teacher is held by the highest court of the state or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 26.2 Should a provision or application be deemed invalid, as described in paragraph 25.1 above, the Board shall re-institute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE 27

Concerted Activities

- 27.1 The Association agrees not to strike during the term of this agreement or to engage in concerted activities which are disruptive of educational programs. Those individuals engaging in the above activities will be subject to appropriate discipline.