

Collective Bargaining Agreement

July 1, 2006 through June 30, 2009



Between

Claremont Faculty Association

and

Claremont Unified School District

**Board Approved
10/2/06**

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1 **PREAMBLE**

2 This Agreement is entered into pursuant to Sections 3540-3549 of the California Government
3 Code between the Claremont Unified School District (hereinafter referred to as "District") and
4 Claremont Faculty Association, an affiliate of California Teachers Association, an affiliate of
5 National Education Association (hereinafter referred to as "Association").

6 **NON-DISCRIMINATION**

7 The District shall not, in administering the specific provisions in this Agreement, discriminate
8 against any member of the bargaining unit because of race, color, religion, age, sex, sexual
9 orientation, marital status, ethnic origin, or by reason of being disabled.

10 Issues involving charges of discrimination are subject to the grievance procedure, except as noted
11 in the individual articles of this Agreement, provided that the member of the bargaining unit
12 alleging the violation has exhausted all District procedures and channels to resolve the matter.
13 However, the grievance procedure shall not be used if the member selects to bring the issue
14 involving charges of discrimination before another forum or court of competent jurisdiction.

15

1 **ARTICLE I: RECOGNITION**

2 1.1 The District recognizes the Association as the representative for the unit of certificated
3 employees known as Classroom Teacher, Guidance Counselor, Health Education Specialist, and
4 the following certificated positions when filled by the Board, and concurrently held in addition to
5 a regular assignment within the Claremont Unified School District:

- 6 Driver Education Teacher,
- 7 Individual Instruction Teacher,
- 8 Summer School Teacher,

9 and all positions listed in Appendix F of the Master Contract.

10 The above members of the bargaining unit are hereinafter throughout this Agreement also
11 referred to as "members".

12

1 **ARTICLE II: ASSOCIATION RIGHTS**

2 **2.1 Association Meetings**

3 2.1.1 The District will refrain from scheduling meetings after school hours involving
4 members of the bargaining unit on the 1st and 2nd Tuesday of each month. If the
5 Association notifies the District thirty (30) days in advance of special Association
6 meetings involving all or part of the members of the bargaining unit, the District will to
7 the extent possible refrain from scheduling conflicting meetings involving the members
8 who wish to participate in the Association meeting.

9 2.1.2 All Association meetings will be conducted by members of the bargaining unit or
10 Association officials and will normally be scheduled outside established work hours.
11 Such meetings may be scheduled during established work hours and on District property
12 when: (a) an authorized Association representative obtains advance permission from the
13 Superintendent or designee regarding the specific time, place and type of activity to be
14 conducted, and (b) the Superintendent or designee can verify that such requested activities
15 and use of facilities will not interfere with the school program and/or duties of members
16 as defined in Article VII.

17 2.1.3 Other Association business or activities may be conducted by or with members of
18 the bargaining unit or Association officials outside of the member's working hours except
19 for break periods, provided such activity will not interfere with the right of employees to
20 refrain from listening or speaking with an Association representative.

21 **2.2 Mailboxes and Bulletin Boards**

22 The Association may use the school mailboxes and bulletin board spaces designated by the
23 Superintendent or designee subject to the following conditions: (a) all postings for bulletin
24 boards or items for school mailboxes shall contain the date of posting or distribution and the
25 identification of the organization together with an authorization by a designated association
26 official; (b) a copy of materials authorized for general distribution shall be delivered to the
27 Superintendent or designee at the same time that distribution is made.

1 **2.3 Provision of Information**

2 The names of all regularly assigned members of the bargaining unit listed by location shall be
3 provided to the Association without cost not later than the end of the first school month. In
4 addition, the District shall provide the Association president a copy of the press agenda following
5 each Board Meeting.

6 **2.4 Time Off From Duties**

7 2.4.1 The Association exclusively will receive time off from duties for the processing
8 of grievances for members who are designated as Association representatives, subject to
9 the following conditions: (a) by no later than thirty (30) days following the signing of this
10 Agreement the Association will designate in writing to the Superintendent a list of
11 employees from which a grievant may select one representative to receive the time off:
12 (b) twenty-four (24) hours prior to release from duties for grievance processing the
13 designated representative informs his/her immediate supervisor in order that an adequate
14 substitute may be obtained, if such is necessary; and (c) that such time off shall be limited
15 solely to representing a grievant in a conference with a management person in the
16 Grievance Procedure and the Superintendent or designee in Level III, and in no way shall
17 this limitation include use of such time for matters such as gathering information,
18 interviewing witnesses, or preparing a presentation.

19 2.4.2 The Association president, or designees, will be provided in aggregate of up to
20 twenty-five days release time for the purpose of accomplishing tasks scheduled during the
21 school day. The days of release time will require reasonable notice, not less than twenty-
22 four (24) hours, to the District administration. The District will hire a substitute to release
23 the Association prescribed teacher upon reasonable notice.

24 2.4.3 The District may allow time off from work without loss of salary or other
25 compensation for Association officers or representatives when such officers or
26 representatives are requested by the District to participate on committees or at meetings
27 called by management.

28

1 2.4.4 The president of the Association will be afforded release time for purposes of
2 Association business at 40% of the president’s classroom assignment. The president will
3 be assigned classroom instructional time at 60%.

4 2.4.5 Association officers and representatives shall not take time off from their
5 assigned duties to conduct or participate in union business except as provided in Sections
6 2.4.1, 2.4.2 and 2.4.3 of this Article II and for matters relating to the Association's
7 responsibilities under Chapter 10.7 of the Government Code. The number of officers,
8 representatives and members who may take time off to attend PERB meetings or hearings
9 shall be limited to the number necessary to provide direct input on any given day to the
10 PERB proceeding.
11

1 **ARTICLE III: DISTRICT RIGHTS**

2 **3.1** The District retains and reserves unto itself all powers, rights, authority, duties and
3 responsibilities conferred upon and vested in it by the statutes of the State of California. The
4 exercise of these powers, rights, authorities, duties and responsibilities by the District, the
5 adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of
6 judgment and discretion in connection therewith, shall be limited only by the specific and express
7 terms of this Agreement and then only to the extent such specific and express terms are in
8 conformance with law.
9

1 **ARTICLE IV: PAYROLL DEDUCTIONS**

2 **4.1** The District will deduct from the pay of Association members and pay to the Association
3 the normal and regular monthly Association membership dues as voluntarily authorized in
4 writing by the employee on the District form subject to the following conditions:

5 4.1.1 Such deduction shall be made only upon submission of the District form to the
6 designated representative of the District duly completed and executed by the employee
7 and the Association;

8 4.1.2 The District shall not be obligated to put into effect any new or changed
9 deduction until the pay period commencing fifteen (15) days or more after such
10 submission.

11 **4.2** The Association indemnifies and holds harmless the District, its officers, agents and
12 employees, from and against any and all claims, demands and suits arising out of, or in any way
13 connected with, the provisions of this article, and/or implementation thereof, including without
14 limitation the District's deduction of monies hereunder.
15

1 **ARTICLE V: ORGANIZATIONAL SECURITY**

2 **5.1** Any bargaining unit member who is not a member of the Association or who does not
3 make application for membership within thirty (30) days from the date of commencement of
4 teaching duties, shall become a member of the Association or pay to the Association a service fee
5 in an amount equal to unified membership dues, initiation fees and general assessment payable to
6 the Association. The Association shall notify the District the amount of the service fee and shall
7 be solely responsible for the calculation of the amount of the service fee. Service fees shall be
8 prorated for part time bargaining unit members. The bargaining unit member may authorize
9 payroll deduction for such fee in the same manner as provided in Article IV.

10 **5.2** A bargaining unit member who is a member of a religious body whose traditional tenets
11 or teachings include objections to joining or financially supporting employee organizations will
12 not be required to join, maintain membership in, or financially support the Association. In lieu of
13 the payment of a service fee such bargaining unit member will contribute to a charitable
14 organization approved by the Association and the District, a sum equal to the service fee. The
15 Association may require evidence that such payments have been made. The charitable
16 organizations authorized for contributions by the bargaining unit member are:

- 17 5.2.1 Service Center for Independent Living (SCIL);
- 18 5.2.2 City of Hope;
- 19 5.2.3 Claremont Chapter American Red Cross; or
- 20 5.2.4 Foundation to Assist California Teachers.

21 The Association agrees not to request mandatory payroll deductions for any member who has
22 applied for exemption under this Section 5.2 and who has contributed a sum equal to the service
23 fee to one of the designated charitable organizations.

24 **5.3** In the event that a member of the bargaining unit does not pay the dues or fees referred to
25 in Section 5.1 of this Article directly to the Association or authorize payment through payroll
26 deduction, the District will, on written notification by the Association deduct the service fee and
27 appropriate amounts to cover fees in arrears. The Association's notification to the District
28 requesting mandatory payroll deduction for a member shall clearly set forth the amount of the

1 fees to be mandatorily deducted and shall include the Association's certification that it has
2 complied with all legal requirements for mandatory payroll deductions.

3 **5.4** The Association agrees to furnish assistance and any information needed by the District to
4 fulfill the provisions of this Article.

5 **5.5** The Association shall indemnify and hold harmless the District, its officers, agents and
6 employees, from and against any and all claims, demands, suits, administrative proceedings or
7 any other action arising out of, or in any way connected with, the provisions of this Article,
8 and/or the implementation thereof, including, without limitation, the District's deduction and/or
9 payment of monies hereunder.

10 In any case in which the provisions of this Section are invoked or contested and it is necessary for
11 the District to defend a position, use legal counsel, or incur any expenses in so doing, the
12 Association agrees to provide the defense and to pay all costs incurred by the District, including
13 attorneys' fees. In addition, the District may notify the Association that a claim has been made or
14 a suit instituted against it and request the Association to provide legal representation. Upon
15 receipt of such notification, the Association will provide legal representation for the District at its
16 own expense. The Association shall have the exclusive right to decide and determine whether
17 any such action shall be compromised, resisted, defended, tried or appealed.

18 The Association will pay any judgments ordered against the District arising out of the proposed
19 or actual implementation of this Article V.

20

1 **ARTICLE VI: CONCERTED ACTIVITIES**

2 **6.1** The Association recognizes the duty and obligation of its representatives to comply with
3 the provisions of this Agreement and to make every effort to encourage all members of the
4 bargaining unit to do so. It is agreed and understood that there will be no strike, work stoppage,
5 slow down, picketing or refusal or failure to fully and faithfully perform job functions and
6 responsibilities, or other interference with the operations of the District by the Claremont Faculty
7 Association or by its officers, agents or members during the term of this Agreement, including
8 compliance with the request of other labor organizations to engage in such activity. In the event
9 of a strike, work stoppage, slow down, or other interference with the operations of the District by
10 members of the bargaining unit, the Association agrees in good faith to take steps to cause those
11 members to cease such action.

12 **6.2** It is agreed and understood that any member of the bargaining unit violating this Article
13 VI may be subject to dismissal proceedings.

14 **6.3** This Article VI shall remain in full force and effect until such time as the parties are
15 lawfully negotiating matters pursuant to Article XXV and the impasse procedures as provided
16 under Chapter 10.7 of the Government Code have been fully exhausted.
17

1 **ARTICLE VII: GRIEVANCES**

2 **7.1 Definitions**

3 7.1.1 A "grievance" is a formal written allegation that there has been a violation by the
4 District of the specific provisions of this Agreement. A member of the bargaining unit
5 asserts this allegation, except as noted below, who has been adversely affected by said
6 violation. Actions to challenge or change the policies of the District as set forth in the
7 Board Policies, Administrative Regulations, and procedures must be undertaken under
8 separate legal processes. Other matters for which a specific method of review is provided
9 by law or by the Board Policies, Administrative Regulations, and procedures of the
10 Claremont Unified School District are not within the scope of this procedure. Issues
11 arising out of the exercise by the Board and Administration of its responsibilities under
12 Article III of this Agreement, including the facts underlying its exercise of such
13 discretion, shall not be subject to this procedure.

14 None of the above is intended to limit the right of any member of the bargaining unit to
15 file a grievance relating to the specific provisions of any of the articles contained in this
16 Agreement unless specifically declared nongrievable elsewhere in this contract.

17 7.1.2 A "day" is any day in which the central administrative office of the Claremont
18 Unified School District is open for business.

19 7.1.3 The "immediate supervisor" is the management person having immediate
20 jurisdiction over the grievant and who has been designated by the District to adjust the
21 grievance.

22 7.1.4 The time limits established herein may be extended by mutual agreement of both
23 parties.

24 7.1.5 Association Grievance - The Association has the right to grieve any violation of
25 the specific provisions of the Agreement which may adversely affect the Association or
26 unit member(s) unless specifically barred under the specific articles of this Agreement.

27

1 **7.2 Level I - Informal Resolution**

2 7.2.1 Before filing a formal written grievance, the grievant must attempt to resolve it
3 by an informal conference with the grievant's immediate supervisor within ten (10) days
4 after the occurrence of the act or omission giving rise to the grievance.

5 **7.3 Level II - Formal Written Grievance**

6 7.3.1 Within thirty (30) days after the occurrence of the act or omission giving rise to
7 the grievance, the grievant must present such grievance in writing on the appropriate
8 District form (Appendix A) to the immediate supervisor. If the grievant does not present
9 such grievance in writing within thirty (30) days, the grievance is deemed to be resolved.

10 7.3.2 The written statement shall be a clear, concise statement of the grievance with
11 specific reference to the contractual section allegedly violated, the alleged adverse effect
12 of the violation upon the member, the circumstances involved, the decision rendered at
13 the informal conference, and the specific remedy sought.

14 7.3.3 The supervisor shall communicate a decision to the employee in writing
15 (Appendix B) within ten (10) days after receiving the grievance.

16 **7.4 Level III - Appeal to Superintendent**

17 If the grievance is not resolved at Level II, the grievant may, within ten (10) days, appeal the
18 decision on the appropriate form to the Superintendent. If the grievant does not appeal in writing
19 within ten (10) days, the grievance is deemed to be resolved.

20 The written statement shall include a copy of the original grievance, the decision rendered, and a
21 clear, concise statement of the reasons for the appeal (Appendix C).

22 7.4.1 A personal conference will be held between the Superintendent, or
23 Superintendent's designee, and the grievant if requested in writing by the grievant or the
24 Superintendent or designee.

25 7.4.2 In the event a conference is held, either party to the grievance may be
26 represented at said conference by one individual of his/her choice.

27 7.4.3 Within ten (10) days of receipt of the appeal, the Superintendent, or
28 Superintendent's designee, shall communicate a decision to the grievant in writing.

1 7.4.4 If the Superintendent, or the Superintendent's designee, does not respond within
2 the ten (10) day time limitation, the grievant may proceed to the next level.

3 7.4.5 If the grievance is resolved or if the grievant does not wish to take further steps,
4 the case is closed.

5 **7.5 Level IV - Appeal to the Arbitrator**

6 If not satisfied with the decision at Level III, the grievant may submit a written request for
7 arbitration to the Superintendent. No grievant may proceed to Level IV without the consent of
8 the Association. The grievance is resolved if a written request for arbitration is not submitted
9 within ten (10) days after the receipt of the Superintendent's decision, or if the Superintendent
10 fails to render a decision, within eighteen (18) days of the Superintendent's receipt of the appeal
11 or any amendment thereof.

12 Only issues which were processed and handled in accordance with the grievance procedure of
13 this Article VII are subject to arbitration.

14 7.5.1 Within ten (10) days of receipt of the request for arbitration, the Superintendent
15 shall request the California State Conciliation Service to supply a panel of seven (7)
16 names of persons experienced in hearing grievances in the public sector. Within five (5)
17 days after receipt of the list of names, the Association and the Superintendent, or the
18 Superintendent's designee, shall alternately strike a name until only one name remains.
19 The remaining panel member shall be the arbitrator.

20 7.5.1.1 The order of striking shall be determined by lot. In the event the
21 Association does not appear for the striking process within the allotted five (5)
22 days, the grievance is deemed to be resolved.

23 7.5.2 Within seven (7) days of the selection of the arbitrator, the Superintendent, or
24 the Superintendent's designee, and the grievant shall attempt to agree upon the issue or
25 issues to be submitted to the arbitrator, and this agreement shall be reduced to writing.

26 7.5.2.1 If they are unable to agree upon a submission agreement, the
27 arbitrator shall determine the issues by referring to the written grievance and the
28 answers thereto at each level.

1 7.5.3 The fees and expenses of the arbitrator and the hearing shall be borne equally by
2 the District and the Association. All other expenses, except release time provided for the
3 grievant and his/her representative, shall be borne by the parties incurring them. Unless
4 the parties mutually agree to share the expenses, the cost of the services and expenses of a
5 court reporter shall be paid by the party requesting same. If, however, one of the parties
6 declines to share the expenses of the court reporter and subsequently requests a transcript
7 of the arbitration proceedings or a copy thereof, that party shall be required to reimburse
8 the other party one-half of the cost of the court reporter's services and expenses. The cost
9 of any transcript or any copy thereof requested by either party shall be borne by the party
10 requesting same.

11 7.5.4 The arbitrator shall afford the District and the grievant a reasonable opportunity
12 to present evidence, witnesses and arguments. The arbitrator shall render a written
13 decision on the issue or issues submitted to the arbitrator as soon as possible after the
14 close of the hearing, or if an oral hearing has been waived, after the final submission of
15 written evidence and final statements.

16 7.5.5 The District and the Association agree that the jurisdiction and authority of the
17 arbitrator so selected and the opinions he/she expresses will be confined exclusively to the
18 interpretation of the express provision or provisions of this Agreement at issue between
19 the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend or
20 modify any provisions of this Agreement or impose any limitations or obligations not
21 specifically provided for under the terms of this Agreement. The arbitrator shall be
22 without power or authority to make any decision that requires the District or the
23 administration to do an act prohibited by law, or in violation of this agreement or that
24 involves the exercise of discretion by the District under the provisions of this Agreement
25 or applicable law.

26 7.5.6 The decision of the arbitrator within the limits prescribed shall be final and
27 binding upon the parties to the dispute.

1 7.5.7 A reasonable number of relevant employee witnesses shall be provided release
2 time without loss of pay for the purpose of testifying at the arbitration hearing provided
3 all such employee witnesses shall be allowed to be placed on an "on call" status and
4 required to attend the arbitration hearing for only so long as his/her testimony is taken.

5 7.5.8 The meetings of the arbitrator shall be closed to the public and to employees of
6 the District not specifically called as witnesses, unless both the grievant and the grievant's
7 immediate supervisor agree that such meetings shall be open.

8 7.5.9 The District and the Association agree that the grievance/arbitration procedures
9 set forth in this Article VII are the exclusive forum for resolving alleged contract
10 violations by the District, and that grievant will not resort to any other forum or procedure
11 for resolution or review of an alleged contract violation. The parties do not intend by the
12 provisions of this paragraph to preclude the enforcement of any arbitration award in any
13 court of competent jurisdiction.

14 **7.6 Miscellaneous Provisions**

15 7.6.1 The grievant shall receive release time when necessary for conference with
16 management persons, beyond Level I, as required for the processing of the grievance.

17 7.6.2 All documents, communications, and records dealing with the processing of a
18 grievance will be filed separately from the personnel files of the participants and
19 maintained in the Office of the Superintendent.

20 7.6.3 No party to a grievance shall take any reprisals against the other party to the
21 grievance because he/she participated in an orderly manner in the grievance procedure.

22 7.6.4 If two or more members of the bargaining unit have the same grievance against
23 an individual, then the grievance shall be consolidated for purposes of hearing and
24 decision, provided each member files a separate grievance, and provided further that the
25 rights of the parties are not thereby prejudiced.
26

1 **ARTICLE VIII: PROCEDURES FOR SUSPENSION**

2 **8.1** The District has the right to suspend a member of the bargaining unit for up to ten (10)
3 days without pay for serious misconduct, as defined in Education Code §44932 et seq., and/or the
4 violation of State law or District policy or regulations.

5 **8.2** A member of the bargaining unit shall be given written notice of the suspension by the
6 Superintendent or Superintendent's designee. The notice shall specify the length of the
7 suspension and the reasons therefore. The notice shall also contain a statement of the member's
8 right to a conference with the Superintendent, or Superintendent's designee, concerning the
9 suspension and the member's right to respond either orally or in writing within ten (10) days of
10 the notice. The member's request for a conference shall be in writing and shall be received by the
11 Superintendent, or Superintendent's designee, within ten (10) days. In the event a conference is
12 held to discuss the suspension, the member may be represented by an individual of his/her
13 choice.

14 **8.3** A member who is suspended shall be notified of his/her right to appeal the decision of the
15 Superintendent by utilization of Article VII, Grievance Procedure, and to be represented in the
16 grievance by the Association.

17 **8.4** The provisions of this Article VIII apply only to the procedures to be followed in the
18 event a member of the bargaining unit is suspended for ten (10) days or less under this Article
19 VIII and do not apply to, limit or preclude other disciplinary measures.

20 **8.5** A member will receive an oral and written warning prior to being suspended unless the
21 conduct for which the suspension is imposed is such that suspension could be reasonably
22 expected. The oral warning given for the purpose of this Section 8.5 should be memorialized in
23 writing.

24 **8.6** Nothing herein shall interfere with the right of the District to remove the member from
25 the work location to which he/she is assigned, to reassign the member, and/or temporarily relieve
26 the member of duties and to place the member on paid leave pending the determination of the
27 suspension.

1 **8.7** If, after having been suspended, a bargaining unit member serves the District for twelve
2 (12) months without the need for further disciplinary action, the member may request in writing a
3 follow-up notice to that effect which shall be attached to the Notice of Suspension in the
4 member's personnel file. At that time, and on a yearly basis thereafter, the member may request
5 that the Notice and all attendant documentation be sealed.

6 **8.8** All suspension actions shall be kept confidential by the District, the unit member and the
7 Association.

8

1 **ARTICLE IX: HOURS**

2 **9.1 Definition of the Work Day**

3 The specific working hours and assigned locations shall be established by the immediate
4 supervisor for each member of the bargaining unit in accordance with the following provisions:

5 9.1.1 Teachers shall be at their work locations at any time regularly scheduled class
6 instruction is in session at that site unless also required to participate in faculty meetings
7 or other professional and adjunct duties as specified in Sections 9.2 and 9.3.

8 9.1.2 Members of the bargaining unit who are counselors or health education specialists
9 shall be at their appropriate work locations at any time required by their participation in
10 professional duties and/or adjunct duties as specified in Sections 9.2 and 9.3. The
11 counselors' and health education specialists' workdays may include hours outside of the
12 regularly scheduled working day. In recognition of this, it is agreed that compensatory
13 time as per past practice shall be applied to all hours worked b the regularly scheduled
14 work time.

15 **9.2 Professional Duties**

16 The District and the Association recognize that many members of the bargaining unit are required
17 to perform professional duties outside of the professional day. Such duties include, but are not
18 limited to, planning, selecting and preparing materials for instruction, site level program
19 development, evaluating work of pupils, conferring informally and formally with parents, as
20 appropriate to their professional duties, keeping records, keeping abreast of developing trends,
21 faculty meetings, Back to School night, Open House, and student supervision. The District shall
22 not require unit members to participate for more than two hours per month in faculty meetings
23 called by the site administrator in which the entire faculty is required to attend, unless excused
24 for school-related activities. With reference to professional duties involving student supervision,
25 the immediate supervisor shall make every effort to see that such duties are shared equitably by
26 all of the unit members at a particular school, and that these responsibilities are scheduled as far
27 in advance as reasonably possible so that members may plan their preparation activities to
28 accommodate for them.

1 **9.3 Adjunct Duties:** Members of the bargaining unit acknowledge the professional
2 responsibility to participate in adjunct duties on a voluntary basis. These adjunct duties include,
3 but are not limited to, professional growth activities, home visits, committee assignments, District
4 meetings, Parent Faculty Association meetings, School Advisory Committee meetings,
5 attendance at student functions, sponsoring student groups, and other assignments which are
6 determined by management to be appropriate for the efficient operation of the District. Members
7 of the bargaining unit shall not be required to perform duties at non-school sponsored events nor
8 for companies that contract services to the District.

9 With reference to adjunct duties involving student supervision, the immediate supervisor shall
10 make every effort to see that such duties are shared equitably by all of the unit members at a
11 particular school, and that these responsibilities are scheduled as far in advance as reasonably
12 possible so that members may plan their preparation activities to accommodate for them.

13 **9.4 Non-instruction Duty Days**

14 On days when members of the bargaining unit are scheduled to work but pupils are not scheduled
15 to be present, the workday shall be a professional day inclusive of travel time to a site outside the
16 school district.

17 **9.5 Part-time Employees**

18 The provisions of this Article IX, paragraphs 9.1, 9.2, and 9.3, shall apply on a pro rata basis by
19 applying the full time equivalency of a professional day.

20 **9.6 Lunch Periods**

21 The District shall have the discretion to establish the lunch period at each of the facilities,
22 provided the members of the bargaining unit shall have at least a thirty (30) minute duty-free
23 lunch period. The lunch period shall be scheduled for full time members at or about the midpoint
24 of each duty day unless otherwise agreed to by the member and his/her immediate supervisor.

25 **9.7 Preparation Periods**

26 9.7.1 All full time teachers of grades 7-12 shall have the equivalent of at least one (1)
27 preparation period per day. The District may occasionally assign to teachers who have
28 preparation periods necessary or appropriate duties as determined by the District to be

1 performed during said periods. The District shall seek volunteers for such assignments
2 except in cases of unforeseen emergency.

3 9.7.2 The District shall allocate two fifty-minute blocks per week for each teacher at
4 grades 4-6 to be used as a preparation period. Yearly schedules shall be determined by
5 the site Shared Decision-Making Committees and referred to the Assistant Superintendent
6 of Personnel by the end of the second week of school. Every effort will be made to
7 implement the schedule by October 1.

8 9.7.3 The District will make every reasonable effort to provide teachers with time
9 necessary to prepare for Back to School Night and Open House.

10 **9.8 Scheduled Work Days and Annual Minutes**

11 The number of scheduled workdays for returning teachers and health education specialists shall
12 be 181 days. The number of scheduled workdays for new teachers and health education
13 specialists shall be 182 days. The number of scheduled workdays for the high school academic
14 counselors shall be 187.5 days, for the high school attendance counselor, 184 days, and for the
15 counselors at the intermediate school, 184 days. The number of annual instructional minutes in
16 K-12 shall not be less than the provisions of Education Code 46201, but in no case shall annual
17 minutes in any school be less than they were in fiscal year 1986/87. Should it become necessary
18 in the District's judgment to cancel classes due to extreme weather conditions or other
19 emergency, the parties agree that the necessary instructional minutes and/or instructional days
20 agreed to by the parties shall be made up by June 30 of the school year in which the emergency
21 occurred. Following the occurrence of such an emergency, the parties shall promptly meet and
22 negotiate to determine when necessary instructional minutes and/or instructional days shall be
23 made up. All required checkout procedures will be completed to the supervisor's satisfaction
24 prior to June 30 of each year.

25 **9.9 Calendar**

26 Each regular ten month member of the bargaining unit is required to be on duty 181 days as
27 defined by the student calendar each year between September 1 and June 30 except Saturdays
28 and Sundays, holidays, and days of recess as established in the Student Calendar(s) (Appendix

1 D), and days of authorized classroom absence or leave as provided in Article XV herein. The
2 Student Calendar shall include at least ten (10) minimum days for parent teacher conferences at
3 the District's elementary schools and at least one (1) minimum day at the District's secondary
4 schools.

5 **9.10 Professional Development Days**

6 9.10.1 Extra Days - The District may, at its discretion, lengthen the work year by three
7 (3) days, prior to the preservice day listed in the calendar, with these stipulations:

8 Under SB1193, professional development days are established outside the 180
9 student instructional days and are voluntary. Payment of teachers for these days
10 will be at the individual's per diem rate and will be paid in a timely fashion, not to
11 exceed 60 days, upon verification of full-day attendance only as defined by the
12 law.

13 **9.11 Extra Period Assignments**

14 In the event it becomes necessary to fill a single class period or class periods assignment, the
15 feasibility of hiring an on-site or additional part-time teacher will be pursued. If it is not feasible
16 to hire a qualified part-time teacher, the position will be offered to all qualified classroom
17 teachers at that site with permanent teachers being given first consideration.
18

1 **ARTICLE X: COMPENSATION**

2 **10.1 Salary Schedule**

3 The Salary Schedules for members of the bargaining unit shall be the schedules marked
4 APPENDIX E and APPENDIX F.

5 **10.2 New Programs**

6 In the event that the Legislature enacts new programs during the term of this agreement with
7 funding specifically designated for members of the bargaining unit, compensation and
8 implementation as it relates to such programs shall be negotiated.

9 **10.3 Service Credit**

10 Advancement through the steps of the Salary Schedule for Teachers shall be in accordance with
11 the following:

12 10.3.1 Definitions

13 One year of service credit is defined as: Regular full time service with the Claremont
14 Unified School District for not less than 75% of the days of the regular school year, and in
15 no event less than 135 school days, or

16 Regular part time service with the Claremont Unified School District such that the
17 product of the fraction of the full school year worked (number of days taught divided by
18 180 days) and the fraction of a full assignment worked (i.e., 0.8 FTE, 0.6 FTE, etc.)
19 during the year equals 75% or more. Regular part time experience credit may be
20 accumulated for a maximum of four consecutive years for Claremont Unified School
21 District service only. No service credit shall be granted for service in positions other than
22 those specified in paragraph 10.1.

23 10.3.2 Advancement

24 Teachers shall advance on the Salary Schedule for Teachers one step for each year of
25 service as defined above as a classroom teacher, resource teacher, or librarian, occupying
26 each step in succession until the maximum step of the column assigned is reached or until
27 the member qualifies and is approved for a higher column, except that members with a
28 baccalaureate degree and less than 15 graduate units shall only advance to step 6 of

1 column 1 of the Salary Schedule for Teachers and members with 15 or more graduate
2 units but less than 30 graduate units shall only advance to step 8 of column 1 of the
3 Schedule.

4 When approved for a higher column, a teacher shall advance to the step in the higher
5 column that is next higher in number to the step occupied before being approved for the
6 new column.

7 Grandfathered Counselors and Health Education Specialists shall advance on the Salary
8 Schedule for Guidance Counselors and Health Education Specialists at the rate of one (1)
9 step per year of service.

10 10.3.3 Initial Placement on Schedules

11 Effective with teachers hired for the 2005-06 school year and beyond only, credit for
12 approved experience outside the District shall be allowed on the Salary Schedule at the
13 rate of one increment (step) for one year of comparable experience during the
14 immediately preceding seven (7) years prior to being hired up to Column IV, Step 8 on
15 the regular Salary Schedule. Employees hired prior to 2005-06 will be granted credit for
16 additional years of comparable experience not granted at the time of hire up to the
17 maximum salary on the regular Salary Schedule (Column IV, Step 14). Private school
18 experience for step increment on the Salary Schedule will be accepted, providing the
19 private school is state accredited, the education program is equal to that which is carried
20 out in public schools, and the unit member in question held a valid K-12 credential at the
21 time of teaching. Experience credit for District preschool or development center service
22 shall be granted only if the member held a regular K-12 credential at the time of service.
23 Members employed to teach industrial education subjects may be granted up to four (4)
24 years of credit for appropriate work experience, including work as a journeyman, in lieu
25 of teaching experience. All previous experience shall be verified by official statements by
26 prior employers before experience credit shall be allowed.

27 Employment as a substitute shall not be used in computing years of service for salary
28 placement or advancement.

1 All course work approved by initial placement must be verified by official transcripts.
2 Obtaining official transcripts is the responsibility of the member. All transcript
3 verifications must be received within ten (10) working days of the signing of the
4 member's initial contract. Failure to do so will result in the District's withholding salary
5 warrants until such documents are placed on file. Earned degrees received and units of
6 study in an accredited institution of higher learning shall be allowed for initial placement
7 and subsequent horizontal movement on the Salary Schedule, provided they are directly
8 related to the educational services provided to the District by the member.

9 10.3.4 Reemployment Placement

10 Members of the bargaining unit who resign from the District, and are subsequently
11 reemployed, will be granted credit for comparable previous experience on the Salary
12 Schedule. Permanent members who resign and are subsequently reemployed within
13 thirty-nine (39) months from the time of resignation, shall be restored to their previous
14 schedule status. However, employees who are on a longevity step at the time they leave
15 the District and return after 1 year (12 months) will be placed no higher than Column IV,
16 Step 14 of the regular salary schedule having interrupted their longevity within the
17 District.

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

23 10.3.5 Longevity

24 Effective January 1, 1993, a full time member of the bargaining unit shall receive an
25 annual longevity increment on the certificated salary schedule upon completion of the
26 following conditions: (1) Sixteen (16) years of service with the Claremont Unified
27 School District; (2) twenty (20) years of service with the Claremont Unified School
28 District; (3) twenty five (25) years of service with the Claremont Unified School District;

1 (4) thirty (30) years of service with the Claremont Unified School District. (As listed in
2 Appendix E).

3 10.3.5.1 For those full time members of the bargaining unit hired
4 commencing with the 2005-06 school year, in addition to the credit toward longevity
5 provided in 10.3.5, the unit member shall also be provided with credit toward longevity
6 increments on the certificated Salary Schedule for any consecutive years worked as a
7 certificated teacher in California public schools immediately preceding their employment
8 beyond the number of years of credit they received in their initial placement on the
9 certificated salary schedule per Section 10.3.3 (e.g., a teacher hired on or after the 2005-
10 06 school year with 10 years of consecutive teaching experience as a certificated teacher
11 in California public schools would be entitled to seven years of credit for initial placement
12 on the certificated Salary Schedule pursuant to Section 10.3.3 above, and three years of
13 credit toward any longevity payments pursuant to 10.3.5 above.

14 10.3.6 Service Appreciation Bonus

15 In the final year of service prior to retirement a member of the bargaining unit with
16 twenty-five (25) years or more of service with the Claremont Unified School District shall
17 receive a one thousand dollar (\$1,000) service appreciation bonus. To receive this bonus,
18 retiring members of the bargaining unit must notify the District by March 15, in the year
19 of retirement.

20 **10.4 Training Credit**

21 Advancement through the columns of the Salary Schedule for Teachers shall only be in
22 accordance with the following procedure:

23 10.4.1 Training credit shall be given for semester units of study successfully completed
24 as a graduate student provided that the approval of the principal/supervisor was obtained
25 in advance of enrollment in the course of study.

26 10.4.2 For purposes of computation one quarter unit equals two-thirds of a semester
27 unit.

1 10.4.3 Responsibility for providing the District Personnel Services Department with
2 up-to-date records of teaching experience, credits for completed college work, credentials
3 and/or degrees rests entirely with the individual member of the bargaining unit.

4 10.4.4 In order for members to advance through the columns of the Salary Schedule for
5 Teachers, notice of intent to move must be filed with the District Personnel Services
6 Department not later than April 15 prior to the year of advancement.

7 10.4.5 Official transcripts of graduate study completed must be received by the District
8 Personnel Services Department prior to September 1 of a school year in order for training
9 credit on the Salary Schedule to be granted for that school year, except that study
10 successfully completed during the summer session immediately preceding the beginning
11 of the school year may be verified (pending receipt of an official transcript covering the
12 course) by a document signed by the teacher of the course. A member who has been
13 awarded an earned Doctorate shall receive \$1,000 additional salary annually.

14 **10.5 Salary for Summer School, Driver Education, and Individual Instruction Teachers**

15 Members of the bargaining unit assigned as summer school, extended year session, driver
16 education, or individual instruction teachers shall be remunerated at the rate of \$31.63 per hour
17 effective January 1, 2006. The rate shall be increased by 80% of the Summer School Program
18 COLA in subsequent years for the duration of the contract.

19 **10.6 Salary for Extra Duty Assignments**

20 Members of the bargaining unit assigned to an extra duty assignment shall be remunerated in
21 accordance with the Schedule marked APPENDIX G. A unit member, if removed from an extra
22 duty assignment, shall receive advance notice and a reason for the removal. Said removal shall
23 not be arbitrary.

24 10.6.1 Bargaining unit members shall have first option to any vacant coaching
25 assignment.

26 10.6.2 The District will make every attempt to employ members of the bargaining unit
27 who qualify for one or more of the coaching incentives.

28

1 **10.7 Payment for Staff Inservice and Curriculum Development**

2 The District may hold staff inservice and curriculum development days during the summer or on
3 weekends. Members of the bargaining unit who elect to attend will be paid at the rate of \$100
4 per day, effective January 1, 2001.

1 **ARTICLE XI: HEALTH AND WELFARE BENEFITS**

2 The specific dollar amount allocated for all benefits shall be \$6,052. Any funds of the above-
3 covered portion of allocation left over may be utilized to purchase additional benefits or held in
4 reserve for the following year for benefits, at the discretion of the Shared Decision Making
5 Benefits Committee. On November 15, February 15, and July 15 of each year, a printout of
6 expenditures for individual benefits will be provided to the Association and also to the Shared
7 Decision Making Benefits Committee in a format agreed to by the Shared Decision Making
8 Benefits Committee.

9 **11.1 Group Health Insurance**

10 The District shall on behalf of members of the bargaining unit contribute toward the premium for
11 a full family group health policy including pharmaceutical coverage as approved by the
12 Governing Board.

13 11.1.1 Shared Decision Making Benefits Committee - The specific coverage and carrier
14 shall be determined by Shared Decision Making Benefits Committee. The Shared
15 Decision Making Benefits Committee shall consist of six members of whom two will be
16 elected by the Claremont Faculty Association; two elected by California School
17 Employees Association, Claremont Chapter #200; one appointed, or elected, by
18 Claremont Management Association; and one appointed by the District. The Assistant
19 Superintendent, Business Services shall chair the Committee and will only vote in case of
20 a tie. The secretary to the Assistant Superintendent, Business Services shall act as
21 secretary to the Committee.

22 11.1.2 Part Time Employees - Health and welfare premiums referred to in paragraph
23 11.1.1 of this Article XI shall be provided by the District on a pro rata basis for members
24 of the bargaining unit whose assignment is less than full time. The pro rata amount shall
25 be determined by multiplying the employee's full time equivalent employee ratio by the
26 amount of health and welfare benefit allocation provided for in paragraph 11.1.1 of this
27 Article XI.

1 11.1.3 Failure to Select Plan - Full time members of the bargaining unit who fail to
2 select one of the Board approved plans shall be enrolled in the plan with the lowest
3 premium. Less than full time members of the bargaining unit who choose not to enroll in
4 any group health plan approved by the District shall receive no benefits under paragraph
5 11.1 of this Article XI.

6 11.1.4 Early Retirees - For full time unit members retiring under Article XX, Early
7 Retirement, Section 20.1, on or after October 1, 1990, the District shall provide insurance
8 benefits subject to the provisions and conditions outlined below:

9 11.1.4a For such retiree, the District's contribution shall remain current with
10 that of a full time employee's premium (as converted to single or two-party
11 coverage) for the group insurance program in which the unit member is enrolled at
12 the time of retirement for the retiree and dependent spouse until the earlier of the
13 following:

- 14 1. The unit member is eligible for Medicare; or
- 15 2. The unit member has attained the age of 65.

16 11.1.4b Dependent spouse coverage applies only to dependent spouses who
17 are covered at time of the unit member's retirement.

18 11.1.4c Dependent spouse coverage terminates when retiree's coverage
19 terminates.

20 11.1.4d In the event the retiree leaves the area of coverage, the retiree shall be
21 reimbursed an equivalent dollar amount for health coverage.

22 **11.2 Group Dental Insurance**

23 The District shall on behalf of members of the bargaining unit contribute toward the premium for
24 a group dental policy coverage as approved by the Governing Board.

25 11.2.1 District Contribution - The District shall pay for each full time equivalent of
26 the bargaining unit under regular contract the annual premium amount for an employee
27 only dental plan or the District shall pay, for each full time equivalent of the bargaining
28 unit under regular contract, the annual premium of an optional prepaid dental plan

1 covering the member and one dependent. Members desiring coverage for two or more
2 dependents or other options under the prepaid dental plan may elect to pay for such
3 options by monthly payroll deductions.

4 11.2.2 Shared Decision Making Benefits Committee - Beginning in the 1989/90
5 school year, the specific coverage and carrier for a full family policy shall be determined
6 by Shared Decision Making/Benefits Committee. The Shared Decision Making/Benefits
7 Committee shall consist of six members of whom two will be elected by the Claremont
8 Faculty Association; two elected by California School Employees Association, Claremont
9 Chapter #200; one appointed, or elected, by Claremont Management Association; and one
10 appointed by the District. The Assistant Superintendent, Business Services shall chair the
11 Committee and will only vote in case of a tie. The secretary to the Assistant
12 Superintendent, Business Services shall act as secretary to the Committee.

13 11.2.3 Part Time Employees - Dental insurance premiums referred to in paragraph
14 11.2.1 and 11.2.2 of this Article XI shall be provided by the District on a pro rata basis for
15 members of the bargaining unit whose assignment is less than full time. The pro rata
16 amount shall be determined by multiplying the employee's full time equivalent employee
17 ratio by the amount of the dental insurance allocation provided for in paragraph 11.2.1
18 and 11.2.2 of this Article XI. The balance of the premium must be paid by the employee
19 by payroll deduction. Less than full time employees who choose not to enroll in any
20 group dental plan approved by the District shall receive no benefits under paragraph 11.2
21 of this Article XI.

22 11.2.4 Early Retirees - For full time unit members retiring under Article XX, Early
23 Retirement, Section 20.1, on or after October 1, 1990, the District shall provide insurance
24 benefits subject to the provisions and conditions outlined below:

25 11.2.4a For such retiree, the District's contribution shall remain current with
26 that of a full time employee's premium (as converted to single or two-party
27 coverage) for the group insurance program in which the unit member is enrolled at

1 the time of retirement for the retiree and dependent spouse until the earlier of the
2 following:

- 3 1. The unit member is eligible for Medicare; or
- 4 2. The unit member has attained the age of 65.

5 11.2.4b Dependent spouse coverage applies only to dependent spouses who
6 are covered at the time of the unit member's retirement.

7 11.2.4c Dependent spouse coverage terminates when retiree's coverage
8 terminates.

9 11.2.4d In the event the retiree leaves the area of coverage, the retiree shall be
10 reimbursed an equivalent dollar amount for health coverage.

11 **11.3 Personal Property Coverage**

12 The District shall on behalf of members of the bargaining unit provide for a personal property
13 coverage plan. The plan shall provide all risk personal property coverage, exclusive of
14 automobiles, up to a limit of \$1,000.00 with the first \$25.00 deductible. The specific plan shall
15 be determined by the District.

16 **11.4 Life Insurance**

17 The District shall provide a \$25,000 life insurance policy for members of the bargaining unit
18 employed .5 FTE or more.

19 **11.5 Unpaid Leave**

20 Health and welfare benefits shall not be provided to members of the bargaining unit on extended
21 personal leave without pay, as defined in Article XV, Section 15.10 of this Agreement.

22 **11.6 Unauthorized Leave**

23 Health and welfare benefits shall not be provided to members of the bargaining unit during a
24 period of absence considered as unauthorized leave, as defined in Article XV of this Agreement.

25

1 **ARTICLE XII: SHARED DECISION MAKING**

2 **12.1** There shall be a Shared Decision Making School Site committee(s) at each school site
3 that elects to participate in the Shared Decision Making process. An election of all members of
4 the bargaining unit at the site shall be held within thirty (30) days of the effective date of the
5 Agreement, to determine whether the site will participate in the Shared Decision Making process
6 for the duration of the Agreement. The election shall be by secret ballot and shall be conducted
7 by the building principal and the Association building representative. The vote required shall be
8 a majority of the unit members at the school site.

9 **12.2 Shared Decision Making School Site Committee(s)**

10 12.2.1 Purpose

11 To address the educational program and instructional objectives that most directly meet
12 the needs of students at the school site.

13 The focus of the Site Committee's activity will be upon establishment of site procedure
14 and planning direction rather than day-to-day administration or execution of policy or
15 plans.

16 Considerations

17 12.2.1a Analyze student achievement data such as the standardized test results,
18 student grades, attendance and referrals, and individual teacher assessment
19 information to determine student outcomes;

20 12.2.1b Survey teachers, counselors, administrators, and other school personnel
21 in assessing student concerns.

22 12.2.1c Interact with and consult parent organizations such as the Parent
23 Faculty Association and the School Site Council to assess the overall school
24 instructional concerns in order to promote overall school governance and
25 direction. Individual parents will be invited to provide input when the issues
26 involve safety, activities outside the instructional day, homework policies,
27 fundraising efforts, and cultural beliefs and value systems.

1 12.2.1d Involve one or more classified employees in its discussions when the
2 committee discusses issues pertinent to specific classifications.

3 12.2.2 Membership

4 12.2.2a The Association site members shall elect its committee(s) members
5 representing grade levels and/or departments at each individual site. The
6 remainder of the committee(s) shall be comprised of one administrator from the
7 site.

8 12.2.2b The site committee(s) membership will be elected no later than
9 October 1st.

10 12.2.2c Process of election of site committee chair(s) will be determined by
11 Association members at the site.

12 12.2.2d The site committee(s) may also elect parent, student and classified
13 members.

14 12.2.3 Term

15 12.2.3a The term of a Shared Decision Making Committee member shall be
16 one school year.

17 12.2.3b If a vacancy occurs, the unit members at the site shall appoint a
18 replacement, in the category or grade level at which the vacancy occurred.

19 12.2.4 Responsibilities

20 12.2.4a To remain current in trends and research relating to Shared Decision
21 Making.

22 12.2.4b To develop a School Site Plan. The plan will include goals and
23 objectives, staff inservice and evaluation of progress toward plan goal
24 components. Such plan will not include hiring, firing or evaluating of staff.
25 Neither shall such plan include a merit pay system for staff, nor shall it impact
26 another budget or employee contract nor be contrary to District policy or federal
27 or State law.

1 12.2.4c To retain decision-making authority of the site committee(s) including,
2 but not limited to any one or more of the following:

- 3 (1) The selection of curricular and social areas of improvement and grade
4 level and department articulation and program development, within
5 District policy and State and federal guidelines.
- 6 (2) The establishment of pupil discipline procedures, with the concurrence
7 of the site administration.
- 8 (3) The designing and conducting of targeted inservice programs.
- 9 (4) Providing effective instruction within a safe, secure, and peaceful
10 environment and participation in schoolwide problem solving.

11 12.2.4d To establish a budget within the dollar amount(s) specifically allocated
12 by the District.

13 12.2.4e To make decisions in the areas listed in paragraph (3) above which do
14 not violate the rights of employees, students, and/or parents as established by the
15 Civil Rights Act of 1964, or other federal and State laws.

16 12.2.4f To attain consensus among all members of the Site Committee(s) as a
17 primary goal. Both parties recognize that decisions by consensus are most
18 effective in promoting cooperation and commitment to the decisions of the Site
19 Committee(s). Only if consensus cannot be reached shall decisions be made by a
20 majority vote. The vote required shall be a majority of the committee members
21 present at the meeting.

22 12.2.4g An agenda will be prepared by the chair of the Site Committee(s) prior
23 to each meeting. Minutes will be published by a recorder and distributed to all
24 staff. Decisions of the Site Committee(s) with respect to function and
25 responsibilities are subject to review and approval by the Board of Education or
26 their designees. Decisions of the site committee(s) will align with the goals of the
27 Board of Education and are subject to review and approval by the site
28 administrator and the Board of Education and its designee.

1 **ARTICLE XIII: CLASS SIZE**

2 **13.1 Elementary Schools**

3 13.1.1 The District shall maintain a District average pupil/teacher ratio of 31.5:1
4 including regular and educationally handicapped pupils for grades kindergarten through
5 six (6).

6 13.1.2 The District will have ten (10) instructional days at the beginning of the school
7 year to make class size adjustments to attempt to meet the District average without
8 exceeding the contractual maximum. During that ten instructional days, a class will not
9 exceed two students more than the contractual maximum. After the initial class size
10 adjustment period, no individual elementary class in grades K, 4, 5, and 6 shall exceed
11 thirty-four (34) or thirty-three (33) in grades 1, 2, and 3.

12 13.1.3 Special Education teachers shall not be included, according to State law, when
13 calculating the pupil/teacher ratio for regular classes.

14 13.1.4 Elementary school principals shall meet with their staff prior to June 1 to receive
15 input and discuss student assignment as it relates to class size for the subsequent school
16 year. Staff shall be provided the opportunity for input and discussion prior to any changes
17 in teaching assignments. Student and teacher assignments shall again be discussed in the
18 fall prior to finalizing individual teacher class loads.

19 **13.2 Secondary Schools**

20 13.2.1 The District shall maintain a District average class size of thirty-three (33) pupils
21 for grades seven (7) through twelve (12) excluding San Antonio High School.

22 13.2.2 No class at Claremont High School or El Roble Intermediate School that has a
23 classroom component shall exceed thirty-seven (37) students except for courses that are
24 by design intended for large group instruction. Class size limits for music, theater, and
25 seventh (7th) period PE are, by design, intended for large group instruction and shall be
26 determined by agreement reached at a meeting of the site administrator and the class
27 instructor. The class instructor may request a CFA representative be present. No class at
28 Claremont High School or El Roble Intermediate School in art, industrial art, home

1 economics, science lab, and typing shall exceed the number of student stations. Body
2 Building shall not exceed forty-four (44) students. No other physical education class at
3 CHS or El Roble shall exceed forty-seven (47) students except for 7th period PE classes.

4 13.2.3 The District will have five (5) instructional days at the beginning of the school
5 year to make class size adjustments to attempt to meet the district average without
6 exceeding the contractual maximum. During that five (5) instructional days, a class will
7 not exceed two students more than the contractual maximum. The District will work to
8 meet those time limits in good faith and to the best of its abilities. Should there occur an
9 unforeseen situation such as an unusual number of new enrollees (5% increase or above),
10 an untimely computer malfunction, or serious event or illness causing staff shortage, the
11 District may find it impossible to meet the time limitations of the contract language. In
12 that event, the District will notify the Association of the need to extend the days for
13 balancing classes in order not to exceed the class size maximum. The Association and the
14 District will determine a timeline to resolve the situation as expediently as possible. The
15 Association will inform its members of the situation.

16 13.2.4 Special Education classes shall not be included, according to State law, when
17 calculating the pupil/teacher ratio for regular classes.

18 13.2.5 Secondary school administrators shall meet with department chairpersons in each
19 curricular area prior to June 1st to receive input and discuss assignments and class size.
20 Department staff will be provided the opportunity to meet with the appropriate
21 administrator for input and discussion prior to any changes in teaching assignments.

22 13.2.6 After school commences in the fall, staff shall again be provided the opportunity
23 for input and discussion prior to the final attempt at leveling classes. Except for courses
24 that are, by design, intended for large group instruction and sports physical education
25 classes, the daily average class size for an individual teacher at Claremont High School
26 shall not exceed one less than thirty-seven (37) times five (5).

1 **13.3 New Enrollees**

2 After individual class sizes have been established, additional students will not be placed in a class
3 without notification to the teacher at least one school day prior to the anticipated placement. In
4 the event the teacher and the principal cannot come to an agreement as to the placement of the
5 student, the principal's decision shall prevail; however, such decision must be within the limits of
6 Sections 13.1 and 13.2 of this Article XIII.

7 **13.4 Modification Exceptions**

8 Pupil/teacher ratios and class sizes are subject to modification for traditional large or small group
9 instruction.

10 **13.5 Summer Session Exclusion**

11 The provisions of this Article XIII shall not apply to classes maintained during the summer
12 months in the summer session, intersession, or extended year program.

13

1 **ARTICLE XIV: TRANSFERS**

2 **14.1 Definition**

3 A transfer is a change from the unit member's assigned site location to another within the same
4 position classification. The position classifications are enumerated in Article I of this
5 Agreement.

6 **14.2 Criteria for Transfer**

7 For purposes of determining which voluntary transfers are effected or for identifying which
8 member of the bargaining unit to transfer when an involuntary transfer is necessitated, the
9 District shall base its action upon the following criteria:

10 14.2.1 The qualifications of the member including academic preparation, credentials,
11 and professional experience and training that relate directly to the particular educational
12 philosophy, program, and structure of the school.

13 14.2.2 The least disruptive move to the educational program of the schools involved in
14 the case of an involuntary transfer.

15 14.2.3 The preference of the employee.

16 14.2.4 If, after considering the criteria enumerated in Sections 14.2.1 through 14.2.3,
17 more than one member of the bargaining unit remains eligible for transfer, the length of
18 past professional service to the District will become the determining criteria.

19 **14.3 Posting of Vacancies**

20 A vacancy is any vacated or newly created position within the bargaining unit. The District shall
21 develop and mail to the Association and post at each school, a notice of each vacancy as soon as
22 the District determines the need to fill the vacancy. Each notice shall state a deadline for
23 applications which shall not be less than seven (7) working days after the first date of posting, a
24 description of the position and duties, and a list of all qualifications and requirements for the
25 position. The vacancy shall not be filled prior to the posted deadline date. The seven-day
26 requirement may be waived by mutual agreement of the superintendent and the CFA president.

27

28

1 **14.4 Voluntary Transfers**

2 Voluntary transfers are those initiated by unit members. Transfer and reassignment forms are
3 available at the Personnel Services Office or from the site office. Such forms shall include the
4 grade and/or subject to which the teacher desires to be assigned and the school or schools to
5 which he/she desires to be transferred.

6 A member of the bargaining unit desiring a transfer for the following year shall file a request
7 with the Personnel Services Office by March 15 preceding the school year for which the transfer
8 is requested, if possible.

9 14.4.1 Requests for transfer will be considered only when a vacancy exists.

10 14.4.2 A request for transfer may be initiated by a member of the bargaining unit at any
11 time on the form (APPENDIX H) prescribed by the District when a notice of vacancy has
12 been posted.

13 **14.5 Involuntary Transfers**

14 Involuntary transfers are those initiated by the District. Such needs may be the result of, but are
15 not limited to, enrollment changes, program changes, school closures, changes in curriculum or
16 course offerings, demonstrable education needs of the pupils, or staff vacancies caused by death,
17 retirement or resignations.

18 14.5.1 The District will attempt to minimize involuntary transfers through voluntary
19 procedures. Involuntary transfers shall not be based upon an unsatisfactory evaluation, or
20 for vindictive, capricious, arbitrary, disciplinary reasons, or Association
21 affiliation/activities.

22 14.5.2 Notice of involuntary transfer for the ensuing school year shall be given to a
23 member of the bargaining unit before the end of the school year whenever possible. In
24 the case of an involuntary transfer which becomes known during the summer months, the
25 member shall be given notice as soon as possible. In the case of an involuntary transfer
26 after the first teaching day of school, the member shall be given up to five (5) working
27 days notice before the actual transfer occurs.

1 14.5.3 Members of the bargaining unit to be involuntarily transferred shall have the
2 right to indicate preferences from a list of existing vacancies, if any.

3 14.5.4 A member who is to be involuntarily transferred shall be given the reasons for
4 the impending transfer in writing before the new assignment becomes finalized.

5 14.5.5 An involuntary transfer shall not result in the loss of compensation or any fringe
6 benefits to the member. The unit member involuntarily transferred shall receive first
7 consideration when openings at other schools are available upon completion of the
8 request for transfer form being filed with the Personnel Services Office.

9 **14.6 Instruction Free Duty Days**

10 If a transfer is made after the first day of instruction, the member to be transferred shall have two
11 (2) instruction free duty days prior to beginning the new assignment. If the transfer also involves
12 a change in grade level assignment, the member shall have two (2) additional instruction free
13 duty days prior to beginning the new assignment. The District will provide moving assistance.

14 **14.7 Deadline for Release from Assignment**

15 It is expected that all resignations, retirements, and requests for long term leaves to be effective
16 for the following school year shall be submitted to the District no later than May 15 of the
17 previous year. With this deadline honored, the District will make every effort to make site
18 assignments for the following school year known to members by June 15.

19 **14.8 Grievability**

20 Nothing in this Article XIV shall be construed as prohibiting the District from making the final
21 decision as to the transfer and assignment of the member of the bargaining unit. A member may,
22 however, file a grievance (Article VII, Grievances) alleging that the District has violated the
23 transfer procedure enumerated in this article.
24

1 **ARTICLE XV: LEAVE PROVISIONS**

2 **15.1 Sole Benefits**

3 The benefits which are expressly provided in this Article XV are the sole benefits which are part
4 of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are
5 not incorporated, either directly or implied, into this Agreement, nor are such other benefits
6 subject to the grievance procedure set forth in Article VII.

7 The language of this Section 15.1 does not constitute a waiver of any rights members of the
8 bargaining unit may have under the leave provision of the Education Code but is intended to
9 clarify that any such right is not included in this Agreement and not subject to the grievance
10 procedure until included as a negotiated item in a future contract.

11 **15.2 Illness or Injury Leave**

12 Illness or injury leave shall be for physical and mental disability absences which are medically
13 necessary and caused by illness, injury, pregnancy disability, or quarantine. Illness or injury
14 leave shall not be for cosmetic surgery or treatment that is unrelated to an illness or injury.

15 **15.2.1 Eligibility**

16 15.2.1a Each member of the bargaining unit employed five (5) days a week
17 for a school year by the Claremont Unified School District shall be entitled to
18 ten (10) days leave of absence for illness or injury.

19 15.2.1b A member of the bargaining unit employed for less than five (5)
20 school days a week shall be entitled, for a school year of service, to that
21 proportion of ten (10) days leave of absence for illness or injury as the number
22 of days he/she is employed per week bears to five (5).

23 15.2.1c Such leave may not be taken on any day the member is not required
24 to render service.

25 15.2.1d After five (5) consecutive days of absence the District may require a
26 verification of the nature and severity of the illness or injury through an
27 examination. In the event the District requests a verification, the member of the
28 bargaining unit shall submit a written statement from his/her regular physician.

1 When sufficient cause exists, the District may require an examination of the
2 member by a physician appointed and paid for by the District. If the physician's
3 report concludes that the absence is not due to personal illness or injury, or that
4 the illness is not sufficiently severe to warrant continued absence, then the
5 Superintendent or designee, after notice to the member, may deny the
6 continuance of the leave.

7 15.2.2 Compensation

8 15.2.2a Pay for any such day of absence shall be the same as the pay which
9 would have been received had the member served during the day.

10 15.2.2b Credit for leave of absence for the current school year need not be
11 accrued prior to taking such leave by the member and such leave of absence may
12 be taken at any time during the school year. If a member does not render service
13 for the entire school year, but has used all paid sick leave, the amount of
14 compensation received for sick leave taken but unearned shall be repaid to the
15 District and the District shall have the right to make any necessary adjustment
16 on the last warrant.

17 15.2.2c A member who is absent for one-half day, as defined in Article IX,
18 Hours, or less shall have deducted one-half day from the accumulated leave; and
19 if the absence exceeds one-half day a full day shall be deducted from
20 accumulated leave.

21 15.2.3 Notification

22 15.2.3a Whenever possible, a member must contact his/her immediate
23 supervisor or designee as soon as the need to be absent is known, but not less
24 than one and one-half (1-1/2) hours prior to the start of the work day. Failure to
25 provide adequate notice except in cases of emergency shall be grounds for
26 denial of leave with pay. The notification described herein shall include an
27 estimate of the expected duration of the absence.

1 15.2.3b A member becoming aware of the need for absence due to surgery, or
2 other predictable or priorly scheduled cause, shall submit a statement from their
3 attending physician as far in advance of the initial disability date as possible.
4 The physician's statement shall include the beginning date of disability, the
5 cause of the disability, and the anticipated date of the member's return to active
6 service.

7 15.2.4 Return to Service

8 15.2.4a Immediately upon return to active service the member shall complete
9 and submit the District Absence and Leave Affidavit to the member's immediate
10 supervisor.

11 15.2.4b Upon request by management, after an absence of three (3)
12 consecutive days or more, a member may be required, for the health and safety
13 of the employee, the students, and other employees, to present a statement from
14 a physician or other healing specialist deemed competent to diagnose and treat
15 illness and injury, authorizing a return to work.

16 15.2.4c A member who has experienced a disability absence requiring
17 surgery, hospitalization, or extended medical treatment shall be required, prior to
18 return to active service, to submit a medical statement on the District form
19 indicating an ability to return to his/her position without restrictions or detriment
20 to the member's physical and/or emotional well being. When sufficient cause
21 exists, the District may require that verification be made by a physician
22 appointed and paid for by the District.

23 15.2.4d If the member has indicated that he/she will be absent for more than
24 one day, that member shall not be permitted to return to service and shall be
25 charged with one additional day of illness or injury leave if the member fails to
26 notify the District of the intent to return to service two (2) hours prior to the
27 close of the preceding duty day and by such notification failure a substitute is
28 secured.

1 15.2.5 Accumulation of Leave - If a member does not take the full amount of leave
2 allowed in any school year under this section, the amount not taken shall be accumulated
3 from year to year.

4 15.2.6 Illness or injury leave incentive - Any unit member shall be allowed one (1) year
5 extension of additional medical insurance coverage upon retirement from the District for
6 each one hundred (100) days accumulated sick leave, provided said employee shall have a
7 minimum of fifteen (15) years of service in the District in a position requiring
8 certification. This provision applies only after the age of 65. Dependent spouse coverage
9 applies concurrently for the dependent spouse at time of retirement. It is the
10 responsibility of the retiree to request the activation of benefits described in this section.

11 15.2.7 Unpaid Status - A member of the bargaining unit in an unpaid status who has
12 used all available paid leaves including extended illness and injury benefits (Section 15.3)
13 shall no longer accrue illness or injury leave.

14 **15.3 Extended Illness and Injury Benefits**

15 When a member of the bargaining unit is absent from his/her duties on account of illness or
16 accident for a period of five (5) school months or less, whether or not the absence arises out of or
17 in the course of the employment of the member, the amount deducted from the salary due for any
18 month in which the absence occurs shall not exceed the sum which is actually paid a substitute
19 employee to fill the member's position during the absence, or if no substitute employee was
20 employed the amount which would have been paid to the substitute had one been employed.

21 **15.4 Pregnancy Leave**

22 15.4.1 The District will comply with Education Code Section 44965.

23 15.4.2 Any member of the bargaining unit who is pregnant shall submit a written
24 statement to the Personnel Services Department no later than three (3) months before the
25 expected date of delivery together with a written statement from the attending physician.
26 The physician statement and member statement shall be on the forms prescribed by the
27 District. (For "Family Medical Leave Act," refer to Section 15.14.)

1 15.4.3 Members are entitled to use illness leave, as set forth in Sections 15.2 and 15.3
2 of this Article XV, for that period of time verified by the attending physician that the
3 member is unable to continue to perform assigned duties because of temporary disabilities
4 caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on
5 the same terms and conditions governing leaves of absence for other illness or medical
6 disability. Such leave shall not be used for childcare, child rearing, or preparation for
7 child bearing, but shall be limited to those temporary disabilities as set forth above.

8 15.4.4 Illness leave benefits will terminate when the member's physician verified that
9 the member is physically able to return to work. The member shall notify the District if
10 additional illness leave is needed beyond the original written statement on file in the
11 Personnel Services office. The need for such additional time shall be verified by the
12 member's physician.

13 15.4.5 Paternity Provision - In the event of any unusual medical disabilities of a
14 member's spouse resulting from the spouse's pregnancy, miscarriage, childbirth, or
15 recovery therefrom, a maximum of five (5) days may be granted chargeable against the
16 member's sick leave.

17 15.4.6 Adoption Provision - In the event of an adoption by a unit member, a maximum
18 of five (5) days may be granted chargeable to the member's sick leave. A prior request by
19 said unit member shall be submitted to the Personnel Services Office at the time of
20 approval for adoption.

21 The District reserves the right to secure proof of adoption.

22 **15.5 Industrial Accident and Illness Leave**

23 15.5.1 All members of the bargaining unit shall be entitled to the following leave on
24 account of illness or accident which has qualified for worker's compensation benefits;

25 15.5.1a Allowable leave shall be for sixty (60) days during which the schools
26 of the District are required to be in session or when the employee would
27 otherwise have been performing work for the District in any one fiscal year for
28 the same accident.

1 15.5.1b Allowable leave shall not be accumulated from year to year.

2 15.5.1.3 Industrial accident or illness leave shall commence on the first day of
3 the absence.

4 15.5.1c When a member of the bargaining unit is absent from his/her duties
5 on account of an industrial accident or illness, the member shall be paid such
6 portion of the salary due for any month in which the absence occurs as when
7 added to his/her temporary disability indemnity under Division 4 or Division 4.5
8 of the Labor Code will result in a payment of not more than the member's full
9 salary. The phrase "full salary" as utilized in this Subsection 15.5.1.4 shall be
10 computed so it shall not be less than the member's "average weekly earnings" as
11 that phrase is utilized in Section 4453 of the Labor Code. For purposes of this
12 Section 15.5, however, the maximum and minimum average weekly earnings set
13 forth in Section 4453 of the Labor Code shall otherwise not be deemed
14 applicable.

15 15.5.1d Industrial accident or illness leave shall be reduced by one day for
16 each day of authorized absence regardless of a temporary disability indemnity
17 award.

18 15.5.1e When an industrial accident or illness leave overlaps into the next
19 fiscal year, the member shall be entitled to only the amount of unused leave due
20 the member for the same illness or injury.

21 15.5.2 Upon termination of the industrial accident or illness leave the member shall be
22 entitled to the benefits provided in Sections 15.2 and 15.3 of this Article XV and for the
23 purposes of each of those sections the absence shall be deemed to have commenced on
24 the date of termination of the industrial accident or illness leave, provided that, if the
25 member continues to receive temporary disability indemnity, he/she may elect to take as
26 much of the accumulated sick leave which, when added to the temporary disability
27 indemnity, will result in payment to him/her of not more than the member's full salary.

1 15.5.3 During any paid leave of absence, the member may endorse to the District the
2 temporary disability indemnity checks received on account of the industrial accident or
3 illness. The District in turn shall issue the member appropriate salary warrants for
4 payment of the member's salary and shall deduct retirement and other authorized
5 contributions, and the temporary disability indemnity, if any, actually paid to and retained
6 by the member for the period covered by such salary warrants.

7 15.5.4 Any member of the bargaining unit receiving benefits as a result of this section
8 shall, during periods of injury or illness, remain within the State of California unless the
9 Superintendent of the Claremont Unified School District authorizes travel outside of the
10 state.

11 15.5.5 The District reserves the right to secure proof of industrial accident or illness of
12 any member of the bargaining unit. Before salary payments will be made to a member
13 absent because of industrial accident or illness, a report of such accident or illness in the
14 form prescribed by the District must be on file in the office of the Business Manager and
15 the injury or illness must have qualified for workers' compensation benefits.

16 15.5.6 The District has the right to designate physicians and emergency clinics who
17 will be responsible for determining the length of time during which the member will be
18 temporarily unable to perform assigned duties, for determining the degree to which a
19 disability is attributable to the industrial injury or illness involved, and for providing the
20 treatment as required; however, after thirty (30) days from the first date of injury or
21 illness the member may utilize the service of his/her own physician upon notification to
22 the District. If the member has notified the District in writing on the District form prior to
23 the date of injury that he/she wishes to be treated by the member's personal physician, the
24 member has the right to be treated by such physician from the date of injury. The
25 physician must be a medical doctor who has previously treated the member and retains
26 the member's medical records and who is willing to treat a workers' compensation injury
27 per workers' compensation law, rules and regulations.

28 **15.6 Leave of Absence Due to Death of Member of Immediate Family**

1 15.6.1 A member of the bargaining unit who is employed five (5) days a week by the
2 Claremont Unified School District is entitled to a leave of absence, not to exceed three
3 days, or five days if out-of-state travel is required, on account of the death of any member
4 of his/her immediate family. Additional days of leave may be granted as provided in this
5 Article XV, Section 15.8.

6 15.6.2 Members of the immediate family, as stated in this section, means the mother,
7 father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the
8 employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter,
9 daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt or uncle of the
10 employee, or any relative living in the immediate household of the employee.

11 **15.7 Jury Duty**

12 15.7.1 Members of the bargaining unit will be provided no more than ten (10) days
13 paid leave for regularly called jury duty service. The member shall submit a copy of the
14 summons to report and a written request for an approved leave of absence immediately
15 upon receipt of notice of jury duty. Such requests shall be submitted to the member's
16 immediate supervisor or designee who will discuss jury duty options.

17 15.7.2 It is the responsibility of the member to report to work whenever the member is
18 not required to attend jury duty service. When the member is excused early on a day of
19 jury duty, the member shall return to work, at the direction of the member's supervisor, if
20 at the time of dismissal from jury duty there are at least four (4) hours remaining in the
21 member's duty day.

22 15.7.3 The member shall not volunteer for additional jury duty beyond the normal legal
23 requirement and the leave of absence provided for in this Section 15.7 of Article XV shall
24 not be available for such jury service.

25 15.7.4 The District reserves the right to request to have any member excused from jury
26 service or to request alternate service dates in the event said jury service would entail
27 undue hardship on the public served by the member.

28 **15.8 Personal Necessity Leave**

1 15.8.1 Leave which is credited under Section 15.2 of this Article XV may be used at
2 the member's election, for purposes of personal necessity, provided that the use of such
3 personal necessity leave does not exceed seven (7) days in any school year.

4 15.8.2 For purposes of this provision personal necessity leave for more than one (1) day
5 shall be limited to: (a) death or serious illness of a member of the member's family; (b) an
6 accident which is unforeseen involving the member's person or property, or the person or
7 property of a member's immediate family; (c) appearance in any court or before any
8 administrative tribunal as a litigant, party, or witness under subpoena, or any order made
9 with jurisdiction; and (d) the religious observance of a recognized organized religion for
10 not more than two (2) days in any school year.

11 15.8.3 Personal necessity leave may be granted for up to two (2) days for other
12 personal emergencies or responsibilities except that such leave will not be granted for
13 purposes of: (a) employee organization (as defined in Government Code Section 3540.1)
14 business or activity; (b) work stoppage, work slow down, or strike; (c) any concerted
15 activity that interferes with the efficient operation of the District; (d) personal
16 convenience or routine personal activities; (e) vacation, holiday, recreation, or social
17 activities; or (f) any activity which results in compensation, income, or financial gain to
18 be accrued by a member of the bargaining unit or by a member of his/her immediate
19 family. Leave requests for unusual, compelling personal circumstances will not be
20 unduly denied. Additional consecutive days may be granted for such personal
21 emergencies or responsibilities by, and at the sole discretion of, the Superintendent.

22 15.8.4 Before the utilization of personal necessity leave, a member must obtain prior
23 written approval from the immediate supervisor or designee, except for cases of (a) and
24 (b) in the second paragraph of this section. Should the circumstances outlined in said (a)
25 and (b) arise, the member shall make every effort to comply with District procedures to
26 enable the District to secure a substitute.

27 15.8.5 Under all circumstances a member shall complete the form "Application for
28 Personal Necessity Leave."

1 **15.9 Personal Leave**

2 15.9.1 Members of the bargaining unit may be granted personal leave without pay at
3 the sole discretion of the Superintendent not to exceed five (5) days during any one school
4 year.

5 15.9.2 All such leave must have prior approval by the Superintendent, otherwise the
6 leave must be considered as unauthorized.

7 15.9.3 Where personal leave exceeds five (5) days, a written request shall be presented
8 to the Board of Education for consideration as provided for in Section 15.10 of this
9 Article XV.

10 15.9.4 Personal leave will not be granted for purposes of: (a) work stoppage, work slow
11 down, or strike; (b) any concerted activity that interferes with the efficient operation of
12 the District; (c) personal convenience or routine personal activities; (d) vacation, holiday,
13 recreation, or social activities; or (3) gainful employment except in cases where there are
14 extenuating circumstances as determined solely by the Superintendent.

15 15.9.5 Personal leave may be utilized for religious holidays and observances.

16 15.9.6 Under all circumstances a member shall verify in writing that the circumstances
17 giving rise to the request for personal leave must be handled at the time requested and
18 cannot reasonably be fulfilled at any other time.

19 15.9.7 Issues arising out of the exercise by the Superintendent or the Board of
20 Education and the administration of these responsibilities under Section 15.9 of this
21 Article XV, including the facts underlying the exercise of such discretion shall not be
22 subject to the grievance procedure as set forth in Article VII herein.

23
24

25 **15.10 Extended Personal Leave Without Pay**

26 15.10.1 Members of the bargaining unit may request extended personal leave without
27 pay for periods in excess of five (5) days. The request shall be made in writing on the
28 form prescribed by the Board. The leave must be processed through the member's

1 immediate supervisor and approved by the Superintendent before it is presented to the
2 Board for approval. The request shall specify the time of the leave and the reason for the
3 request. Leaves not to exceed one (1) year may be granted without pay for:

4 15.10.1a Leave to serve in the Armed Forces in fulfillment of obligations
5 incurred under Federal and State law.

6 15.10.1b Leave for academic study, educational and professional growth.
7 (See APPENDIX I for procedures.)

8 15.10.1c Leave for serving in the peace corps, job corps, teacher corps,
9 foreign military teaching programs or federally sponsored civil service related to
10 teaching.

11 15.10.1d Leave for child rearing and/or child bearing (for natural or adopted
12 child).

13 15.10.1e Leave to run for or serve in an elective office.

14 15.10.1f Leave to serve as an officer in the Association or its affiliates.

15 15.10.1g Leave for personal health reasons.

16 15.10.2 Request for leave without pay not listed herein may be approved if the
17 Superintendent is satisfied that the needs of the District can be met. These leave requests
18 must then be processed through the steps as outlined in the first paragraph of this section.

19 15.10.3 A member on leave without pay may participate in the employee group
20 benefits provided the member pays the full cost on a monthly basis ten (10) days in
21 advance of the month due.

22 15.10.4 A member on personal leave without pay for more than 25% of the school year
23 shall not advance a step on the Salary Schedule for Teachers as provided in Article X,
24 Section 10.1 for the year of the leave. In addition, any personal leave without pay
25 constitutes an interruption in, and loss of, State Teachers Retirement System service
26 credit, as per STRS policy.

27 15.10.5 A member on leave shall notify the proper administrator in writing by March
28 15 of his/her intent to return to this system at the beginning of the next school year.

1 15.10.6 Deductions for each day's absence approved but without pay shall be made at
2 the rate of one (1) divided by the number of days required duty for the current school year
3 times the annual contractual salary.

4 15.10.7 A member of the bargaining unit on extended personal leave shall not earn nor
5 be entitled to illness or injury leave, holiday or any other form of paid leave.

6 15.10.8 Issues arising out of the exercise by the Board and Administration of the
7 responsibilities under this Section 15.10 of this Article XV, including the facts underlying
8 the exercise of such discretion shall not be subject to the grievance procedure as set forth
9 in Article VII.

10 **15.11 Sabbatical Leave**

11 15.11.1 The District shall grant sabbatical leave to members of the bargaining unit to
12 improve the value and quality of the member's work through enrichment of the member's
13 experience and training. When the Sabbatical Leave Committee does not recommend at
14 least one sabbatical leave, no such leave shall be granted for the ensuing school year.

15 15.11.2 The number of leaves granted during any one year shall not exceed 2% of the
16 full-time equivalency (F.T.E.) teachers of the bargaining unit. The actual number of
17 leaves that will be granted each year will depend upon the financial resources of the
18 District as determined by the Board of Education.

19 15.11.3 No sabbatical leave will be granted until the Superintendent is satisfied that a
20 suitable provision can be made for carrying on the work of the member during the
21 member's absence.

22 15.11.4 After returning from leave, every member of the bargaining unit granted a
23 sabbatical leave is required to render a period of service in the employ of the Governing
24 Board of the District which is equal to twice the period of the leave. The District will
25 give every member returning from sabbatical leave equal consideration for assignment as
26 other continuing members. Prior assignment as well as sabbatical experience will be
27 considered along with other District needs.

1 15.11.5 The District shall establish policy, regulations and procedures to implement
2 this sabbatical leave section including but not limited to (a) eligibility, (b) purposes, (c)
3 compensation, (d) evidence of fulfillment of leave, (e) return to service, (f) retirement, (g)
4 accident and illness on leave, (h) liability of the District, (i) application, (j) criteria for
5 selection, (k) length of leave, and (l) approval.

6 15.11.6 Nothing contained in this Article XV, Section 15.11 or in Article X hereof
7 shall be construed to allow for any interpretation, application or alleged violation of this
8 Article XV, Section 15.11 being subject to the Grievance Procedure, Article VII.

9 **15.12 Notification of Return to Work**

10 In the event a member of the bargaining unit, returning from a leave of absence, fails to notify the
11 immediate supervisor of his/her intention to return from leave by the time specified in the
12 foregoing sections of this Article XV and a substitute reports for service, the substitute shall be
13 permitted to serve and the member shall be on unpaid leave of absence for the day.

14 **15.13 Unauthorized Leave**

15 Any absence of a member of the bargaining unit on a day of required duty that has not met the
16 eligibility, notification, and approval requirements of the various leave provisions of this Article
17 XV shall be considered an unauthorized leave. Members of the bargaining unit shall not be
18 compensated for any period of unauthorized leave and the District shall deduct on a pro rata basis
19 the District contribution towards the health and welfare benefits specified in Article XI of this
20 Agreement for the period of the unauthorized leave.

21 Withholding of compensation and health and welfare benefits shall not occur until administrative
22 personnel have made diligent efforts to contact the employee and discover the reason for the
23 absence.

24
25
26 **15.14 Family Care Leave**

27 15.14.1 Any unit member who has served the district more than one continuous year
28 and has provided at least 1250 hours of service in the twelve (12) month period prior to

1 the request for unpaid family care leave shall be eligible to take unpaid family care leave
2 under the provisions of government code 12945.2 and P.L. 103-3.

3 15.14.2 Family Care Leave may be used for the following reasons: (a) the birth or
4 placement for adoption or foster care of a child (leave may be taken only within 12
5 months of birth or placement), (b) the serious health condition of a spouse, child, or
6 parent, (c) the employee's own serious health condition.

7 15.14.3 For purposes of this regulation, "child" is defined as a biological, adopted or
8 foster child, a stepchild, a legal ward or a child of a person standing in loco parentis as
9 long as the child is under 18 years of age or an adult dependent child. For purposes of
10 this regulation "parent" is defined as a biological, foster or adoptive parent, a stepparent
11 or a legal guardian. "Serious health condition" is defined as "an illness, injury,
12 impairment, or physical or mental condition" involving either inpatient care or continuing
13 treatment by a health care provider.

14 15.14.4 Family Care Leave may be taken in one or more periods but shall not exceed a
15 total of 12 weeks within a 12-month period. Leave for serious health conditions - either
16 of a family member or the employee - may be taken intermittently or on a reduced
17 schedule if medically necessary. The District reserves the right to place any lawful
18 restrictions upon a unit member's intermittent or reduced schedule usage of unpaid family
19 care leave.

20 If a teacher wishes to take intermittent leave, and that leave would cause the teacher's
21 absence from the classroom more than 20 percent of the time, the teacher may be required
22 either to take continuous leave throughout the treatment period or to be placed in an
23 equivalent position that would not be disruptive to the classroom.

24 A teacher may be required to extend leave through the end of the semester if he or she
25 would otherwise have returned within the last two or three weeks of the semester's end,
26 depending on the date on which the leave commenced and the duration of the leave.

27 If both spouses are employed by the District and both wish to take leave to care for a
28 newly arrived child or a sick parent, their aggregate leave is limited to 12 weeks.

1 15.14.5 The employee shall continue to be entitled to participate in pension and
2 retirement plans, and supplemental unemployment benefit plans to the same extent under
3 the same conditions as apply to an unpaid leave taken for any other purpose. Health
4 benefits continue through an employee's leave. An employer may recover health
5 coverage premiums paid for an employee who fails to return from leave, except if the
6 reason is the continuation, recurrence, or onset of a serious health condition, or something
7 else beyond the employee's control. This is subject to certification.

8 15.14.6 The employee shall retain his/her employee status with the district during the
9 leave period, and the leave shall not constitute a break in service for the purposes of
10 longevity, seniority, or any employee benefit plan.

11 15.14.7 If an employee's need for family care leave is foreseeable, he/she shall give
12 the district written notice and request for family care leave at least thirty (30) days prior to
13 commencement of any family care leave. If the need for family care leave is not known
14 thirty (30) days prior to the date the family care leave must begin, the employee shall
15 provide a written notice and request for family care leave within one business day of
16 learning of the need for the leave. If leave is needed for a planned medical treatment or
17 supervision, the employee shall make a reasonable effort to schedule the treatment or
18 supervision to avoid disruption of district operations. This scheduling shall be subject to
19 the health care provider's approval.

20 15.14.8 An employee's request for leave due to a serious health condition of the
21 employee or to care for a child, spouse or parent who has a serious health condition shall
22 be supported by a certification from the health care provider of the person requiring the
23 care. This certification shall include:

24 15.14.8a The date on which the serious health condition began.

25 15.14.8b The probable duration of the condition.

26 15.14.8c An estimate of the amount of time the health care provider believes
27 the employee needs to care for the person requiring care.

1 15.14.8d A statement that the serious health condition either warrants the
2 participation of a family member to provide care during a period of the treatment
3 or supervision of the person requiring care, or renders the employee unable to
4 perform his or her job functions.

5 If additional leave is needed when the time estimated by the health care provider
6 expires, the employee shall provide recertification as specified above.

7 **15.15 Catastrophic Leave Bank**

8 15.15.1 Creation

9 15.15.1.1 The Association and the District agree to create a Catastrophic Leave
10 Bank (the “Bank”) effective July 1, 2005. This program will be implemented on a
11 pilot basis for the 2006-07 school year. The Bank shall be funded in accordance
12 with the terms of Section 15.15.2 below.

13 15.15.1.2 For the purposes of this section, a “day” shall be any day a unit
14 member is expected to be on duty as determined by the terms of this Agreement.

15 15.15.1.3 The funds available for funding leave in the Bank shall, to the extent
16 not used, accumulate year to year.

17 15.15.1.4 The value assigned to days donated to the Bank shall be based upon
18 the daily rate of the unit member donating the day at the time of the donation. The
19 value assigned to days withdrawn from the Bank shall be based upon the daily rate
20 in effect at the time for the unit member on behalf the day is withdrawn.

21 15.15.1.5 The Bank shall be administered by a Catastrophic Leave Committee
22 (the “Committee”) composed of three members, two of which are selected by the
23 Association and one of which is selected by the District.

24
25 15.15.2 Eligibility and Contributions

26 15.15.2.1 All permanent unit members on active duty with the District are
27 eligible to contribute to the Bank.

1 15.15.2.2 Participation is voluntary, but requires contribution, i.e., only
2 contributors will be permitted to withdraw from the Bank.

3 15.15.2.3 Unit members who elect to contribute to the Bank shall have a
4 waiting period of 90 days after the contribution before becoming eligible to
5 withdraw leave from the Bank.

6 15.15.2.4 Contributions shall be made only between September 1 through
7 November 1 of each school year, unless otherwise designated by the Committee
8 and approved by the District. Enrollment/Contribution forms shall be made
9 available by the District and the Association to unit members upon request.

10 15.15.2.5 The minimum rate of contribution to the Bank by each participating
11 unit member shall be one (1) day of sick leave, which shall be deemed sufficient
12 to meet the legal minimum requirement of Education Code Section 44043.5.

13 15.15.2.6 In order to contribute to the Bank, a unit member must have accrued
14 at least 11 days of illness leave under 15.2 above prior to the contribution date,
15 and a unit member's contribution must be limited so as to assure that after the
16 contribution the unit member will retain at least 10 days of accrued illness time. A
17 unit member may contribute illness days granted under 15.2 above only in full day
18 increments. All donations are for an unspecified recipient and are irrevocable.
19 Days that are donated by the unit member will be deducted from the total sick
20 leave accrued by that unit member under 15.2.

21 15.15.2.7 A unit member who wishes to contribute to the Bank must first
22 execute an authorization for the contribution and an assignment of the illness leave
23 time to the Bank. The authorization and assignment by the unit member shall
24 confirm the unit member's understanding that the contribution is voluntary and
25 shall also provide that the unit member agrees to indemnify and hold the District
26 harmless from any claims, demands, or causes of action related to the
27 contribution. No surrender and assignment shall be effective until approved by

1 the Committee. The decision of the Committee regarding contributions shall be
2 final and shall not be subject to the grievance procedures of this Agreement at 7.0.

3 15.15.3 Withdrawal from the Catastrophic Leave Bank

4 15.15.3.1 As set forth in Article XV and also as set forth in the Education
5 Code, and other applicable law, the District shall decide regarding any request for
6 leave under the District's policy. No unit member shall be eligible to apply for
7 withdrawal from the Catastrophic Leave Bank unless first placed upon an
8 authorized leave by the District.

9 15.15.3.2 A unit member who is suffering from a non-work related illness or
10 injury and who, as a result, has exhausted all accrued sick leave and who has
11 either been unpaid by the District for fifteen (15) calendar days or has exhausted
12 all differential pay, may apply to the Committee for a withdrawal. No unit
13 member will be eligible for Catastrophic Leave Bank payments unless at the time
14 they apply for a withdrawal, they provide medical verification that they will be
15 unable to perform their job duties for at least an additional thirty (30) days, and
16 will remain unpaid by the District for that period.

17 15.15.3.3 A unit member must use all accrued sick leave allocated under
18 Section 15.2 above, and all differential leave as allocated under Section 15.3
19 above, before he or she is eligible to draw from the Bank.

20 15.15.3.4 If a unit member is incapacitated and unable to submit an application
21 for Catastrophic Leave benefits, the application may be submitted by the unit
22 members' family.

23 15.15.3.5 Withdrawals from the Bank shall be granted in units of not more than
24 30 duty days. Unit members may submit requests for additional withdrawals as
25 their prior grants expire.

26 15.15.3.6 A unit member seeking to withdraw from the Bank will be required
27 to submit a doctor's statement detailing the probable length of absence from work.
28 At the Committee's request, the unit member shall execute an authorization for the

1 release of medical information to the Committee. Said information shall be kept
2 by the members of the Committee and the District in confidence.

3 15.15.3.7 In response to any request for Catastrophic Leave benefits, the
4 Committee may require a medical review by a physician of the committee's
5 choice and at the unit member's expense. The Committee shall be limited,
6 however, in its choice of physician to one that is covered by the unit member's
7 negotiated health and welfare insurance coverage. Any refusal by the unit
8 member to submit to the medical review requested by the Committee shall
9 terminate the unit member's withdrawal request. The committee may deny any
10 request for Catastrophic Leave benefits based upon content of the medical report.
11 The decision of the Committee shall be final and shall not be subject to the
12 grievances procedure of this Agreement at 7.0.

13 15.15.3.8 Nothing in this Section shall impose upon the Committee or the
14 District any obligation either to consider or grant a request for Catastrophic Leave
15 benefits when the Bank does not contain sufficient funds to fund the requested
16 leave.

17 15.15.4 Administration of the Bank

18 15.15.4.1 The Committee shall have the responsibility of maintaining the
19 records of the Bank, receiving and processing all withdrawal requests, verifying
20 the validity of requests, and communicating its decisions, in writing, to the unit
21 member participants, with copies to the District and Association.

22 15.15.4.2 The Committee's decisions regarding the granting or denying of
23 benefits shall be final and shall not be subject to the grievances provisions of this
24 Agreement at 7.0, except to the extent that the Committee has allegedly violated
25 an express procedural requirement of this Section.

26 15.15.4.3 The Committee shall not deny an application for benefits under this
27 Section based only upon the nature or type of illness or disability.

1 15.15.4.4 Applications for Catastrophic Leave benefits shall be reviewed and
2 decisions of the Committee reported to the applicant unit member in writing
3 within 10 duty days of receipt by the Committee.

4 15.15.4.5 The Committee shall keep all of its records confidential and shall not
5 disclose the nature of the illness or injury except as necessary to process the
6 request for benefits.

7 15.15.4.6 By the 15th of each month following the end of a calendar quarter
8 (April, July, October and January), the District shall provide the Committee with
9 the following information:

10 15.15.4.6.1 The names of all unit members who have contributed to the Bank
11 pursuant to 15.15.2.

12 15.15.4.6.2 The total dollar value of the number of accumulated days in the
13 Bank as of the end of the previous quarter.

14 15.15.4.6.3 The total dollar value of the number of days awarded in the
15 previous quarter.

16 15.15.4.7 Subject to the terms of this Section, the remaining provisions of this
17 Agreement and law, all procedures and requirements for requesting Catastrophic
18 Leave benefits shall be established by the Committee. In considering requests
19 from participating unit members for Catastrophic Leave benefits, the Committee
20 shall consider factors including, but not limited to, the number of days requested,
21 the number of individuals requesting benefits, the existing dollar value of the
22 Bank, the applicant's medical records and any medical report provided pursuant to
23 15.15.3.7 above, and the applicant's past illness and personal necessity leave use
24 record.

25 15.15.4.8 Catastrophic leave shall run concurrently with all other unpaid
26 leaves, to the full extent permitted by law.

1 15.15.4.9 This section supersedes any obligation of the District under
2 Education Code Section 44043.5. If any provision of this Section is held to be
3 unlawful or invalid, then the entire Section shall be null and void.
4

1 **ARTICLE XVI: EVALUATION PROCEDURES**

2 **16.1 Evaluation Plan for Excellence**

3 The Evaluation Plan for Excellence shall be the instrument used in the evaluation process. A
4 new employee or an employee reassigned after the beginning of the school term shall be notified
5 by the appropriate supervisor of the evaluation procedures in effect. The evaluation process and
6 procedures described in this Article XVI are set forth and further delineated in the Board of
7 Education approved Evaluation Plan for Excellence document. (See APPENDIX J for timeline.)

8 **16.2 Procedures for Evaluation of Classroom Teachers in the First Year**

9 16.2.1 Prior to October 15, the immediate supervisor and the first year teacher shall
10 meet to discuss the evaluation model and the process to be used in evaluating the first
11 year probationary teacher. They will discuss the identified Standard Elements and their
12 descriptions of practice. Together, they will determine at least two (2), but not more than
13 four (4), objectives. A maximum of four (4) objectives will be written. Only one element
14 within a Standard will be addressed in each objective. Examples of the way objectives
15 may be written are:

16 EXAMPLE A: Objectives may be written for at least two (2) elements within one
17 (1) Standard.

18 EXAMPLE B: Objectives may be written for one (1) element each of at least two
19 (2) Standards.

20 The objectives shall address the California Standards for the Teaching Profession. The
21 written objectives will be filed with the immediate supervisor prior to November 15.

22 16.2.2 The teacher will begin a professional portfolio to be used in the evaluation
23 process. The portfolio will contain examples of teacher progress in meeting written
24 objectives and other materials the teacher chooses to support the objectives.

25 16.2.3 The evaluator may, at his or her discretion, conduct scheduled and/or informal
26 observations of the evaluatee, except that the evaluator shall conduct at least two
27 scheduled observations during each evaluation year. One scheduled observation shall
28 take place prior to December 15; a second, prior to March 1. The evaluator will notify the

1 teacher in writing of the scheduled observations at least one week in advance. After any
2 scheduled observation, the evaluator shall create a documented record of the observation,
3 and shall discuss that documented record with the evaluatee. The evaluator may discuss
4 informal observations with the evaluatee. The evaluatee shall have the right to attach a
5 response to any documented record of an observation before it is placed in the evaluatee's
6 personnel file.

7 16.2.4 Prior to December 15, the immediate supervisor shall meet with each first year
8 teacher to discuss the progress being made in reaching an acceptable demonstration level
9 for each of the identified Standard Elements. Any area that is needing attention shall be
10 discussed and a program for improvement determined. A narrative documentation of this
11 mid-year evaluation shall be made and placed on file with the immediate supervisor.

12 16.2.5 Prior to March 1, the immediate supervisor shall meet with each first year
13 teacher to again assess the progress being made in reaching an acceptable demonstrated
14 level for each of the identified Standard Elements. The objectives set earlier in the year
15 and reviewed in the fall conference will again be reviewed and documented. Any area
16 that is still needing attention shall be discussed and written objectives set by the
17 immediate supervisor for a program of improvement. The evaluation tool along with any
18 written objectives formulated to meet areas needing improvement shall become the
19 official evaluation document for the year and shall be filed with the Administrator of
20 Personnel Services along with the documentation of the mid-year conference.

21 16.2.6 The classroom teacher may file a statement to be attached to the evaluation
22 documents. This must be completed within ten days following the formal evaluation
23 conference and sent directly to the administrator of Personnel Services with a copy to the
24 immediate supervisor. The statement shall be attached to the original copy of the
25 evaluation.

1 16.2.7 The classroom teacher receiving an unsatisfactory evaluation may be “non-re-
2 elected”¹ for the following year. A non-re-elected teacher may be placed on an
3 Improvement Plan. (See **The Evaluation Plan for Excellence**, p. 59, *Procedure for*
4 *Improvement of Unsatisfactory Performance*.)

5 16.2.8 A recommendation to re-elect shall be forwarded to Personnel Services prior to
6 March 1, for each classroom teacher serving the first year in Claremont Unified School
7 District. The evaluation in support of the recommendation shall be included.

8 **16.3 Procedure for Evaluation of Classroom Teachers in the Second Year or Those Who** 9 **Have Not Reached Permanent Status**

10 16.3.1 Prior to October 15, the immediate supervisor and the second year teacher shall
11 meet to discuss the evaluation model and the process to be used in evaluating the second
12 year probationary teacher. They will discuss the evaluation document from the preceding
13 year including the objectives set at the Spring evaluation conference. Together, they will
14 determine at least two (2), but not more than four (4), objectives. A maximum of four (4)
15 objectives will be written. Only one element within a Standard will be addressed in each
16 objective. Examples of the way objectives may be written are:

17 EXAMPLE A: Objectives may be written for two (2) elements within one (1)
18 Standard.

19 EXAMPLE B: Objectives may be written for one (1) element in each of at least
20 two (2) Standards.

21 The objectives shall address the California Standards for the Teaching Profession and
22 shall include any areas in need of improvement for the previous year’s evaluation. The
23 written objectives will be filed with the immediate supervisor prior to November 15.

24 16.3.2 The teacher will continue the development of a professional portfolio to be used
25 in the year-end evaluation. The portfolio will contain examples of teacher progress in
26 meeting written objectives and other materials the teacher chooses to support the

¹ Education Code language

1 objectives.

2 16.3.3 The evaluator may, at his or her discretion, conduct scheduled and/or
3 informal observations of the evaluatee, except that the evaluator shall conduct at
4 least two scheduled observations during each evaluation year. One scheduled
5 observation shall take place prior to December 15; a second, prior to March 1. The
6 evaluator will notify the teacher in writing of the scheduled observations at least one
7 week in advance. After any scheduled observation, the evaluator shall create a
8 documented record of the observation, and shall discuss that documented record
9 with the evaluatee. The evaluator may discuss informal observations with the
10 evaluatee. The evaluatee shall have the right to attach a response to any documented
11 record of an observation before it is placed in the evaluatee's personnel file.

12 16.3.4 Prior to December 15, the immediate supervisor shall meet with each second
13 year teacher to discuss the progress being made in reaching the objectives set earlier in
14 the year. Any area that is in need of attention shall be discussed and a program for
15 improvement determined. A narrative documentation of this conference which reflects
16 each Standard of Performance shall be made. This should include a statement by the
17 supervisor of the progress being made and a list of changes, if any, to the original set of
18 objectives. This mid-year report shall be filed with the immediate supervisor.

19 16.3.5 Prior to March 1, the immediate supervisor shall meet with each second year
20 teacher to again assess the progress being made in reaching an acceptable demonstrated
21 level for each of the identified Standard Elements. The objectives set earlier in the year
22 and reviewed in the fall conference will again be reviewed for progress evaluated. The
23 immediate supervisor's evaluation of the second year teacher's level of demonstrated
24 competency in the identified Standard Elements and the written report on the teacher's
25 objectives shall be filed with the Administrator of Personnel Services along with the
26 documentation of the mid-year conference.

27 16.3.6 The classroom teacher may file a statement to be attached to the evaluation
28 documents. This must be completed within ten days following the formal evaluation

1 conference and sent directly to the Administrator of Personnel Services with a copy to
2 the immediate supervisor. The statement shall be attached to the original copy of the
3 evaluation.

4 16.3.7 The classroom teacher receiving an unsatisfactory evaluation may be “non-
5 re-elected”² for the following year. A non-re-elected teacher may be placed on an
6 Improvement Plan. (See **The Evaluation Plan for Excellence**, p. 59, *Procedure for*
7 *Improvement of Unsatisfactory Performance*.)

8 16.3.8 A recommendation to re-elect shall be forwarded to Personnel Services prior
9 to March 1, for each classroom teacher serving in the second year in the Claremont
10 Unified School District. The evaluation in support of the recommendation shall be
11 included.

12 **16.4 Procedure for Evaluation of Classroom Teachers with Permanent Status**

13 16.4.1 Prior to October 15, the immediate supervisor and the classroom teacher shall
14 meet to discuss the evaluation model and the process to be used in evaluating the teacher
15 with permanent status. Together, they will determine at least two (2), but not more than
16 four (4), objectives. A maximum of four (4) objectives will be written. Only one element
17 within a Standard will be addressed in each objective. Examples of the way objectives
18 may be written are:

19 EXAMPLE A: Objectives may be written for two (2) elements within one
20 (1) Standard.

21 EXAMPLE B: Objectives may be written for one (1) element in each of at least
22 two (2) Standards.

23 The objectives shall address the California Standards for the Teaching Profession and
24 shall include any areas in need of improvement for the previous year’s evaluation. The
25 written objectives will be filed with the immediate supervisor prior to November 15.

² Education Code language

1 16.4.2 The teacher will continue the development of a professional portfolio to be used
2 in the year-end evaluation. The portfolio will contain examples of teacher progress in
3 meeting written objectives and other materials the teacher chooses to support the
4 objectives.

5 16.4.3 The evaluator may, at his or her discretion, conduct scheduled/formal and/or
6 informal observations of the evaluatee, except that the evaluator shall conduct at least
7 one scheduled/formal observation during each evaluation year. The observation shall
8 take place prior to April 15. The evaluator will notify the teacher in writing of the
9 scheduled/formal observation at least one week in advance. After any scheduled/
10 formal observation, the evaluator shall create a documented record of the observation,
11 and shall discuss that documented record with the evaluatee. The evaluator may discuss
12 informal observations with the evaluatee. The evaluatee shall have the right to attach a
13 response to any documented record of an observation before it is placed in the evaluatee's
14 personnel file.

15 16.4.4 The evaluator shall conduct at least one scheduled/formal observation during the
16 school year. Within ten days after that scheduled/formal observation the evaluator shall
17 meet the evaluatee to discuss a documented record of the observation. At that time the
18 evaluator and evaluatee will discuss the evaluatee's progress in the identified Standards
19 Elements.

20 16.4.5 Prior to April 15, the immediate supervisor shall meet with each permanent
21 classroom teacher in a formal evaluation conference. The objectives set earlier in the year
22 and reviewed in the fall conference will again be reviewed and progress evaluated. The
23 immediate supervisor's evaluation of the teacher's level of demonstrated success in the
24 identified Standard Elements and the written report of the teacher's objectives, shall be
25 filed with the Administrator of Personnel Services.

26 16.4.6 The classroom teacher may file a statement to be attached to the evaluation
27 documents. This must be completed within ten days following the formal evaluation
28 conference and sent directly to the Administrator of Personnel Services with a copy to the

1 immediate supervisor. The statement shall be attached to the original copy of the
2 evaluation.

3 16.4.7 The evaluation shall be reduced to writing and a copy of that evaluation shall be
4 given to the evaluatee prior to May 10, of the school year in which the evaluation takes
5 place. The original copy of the evaluation shall become a part of the evaluatee's
6 personnel file prior to May 30, of that school year.

7 **16.5 Procedure for Improvement of Unsatisfactory Performance**

8 16.5.1 If the classroom teacher receives an unsatisfactory evaluation, the administrator
9 and the teacher together will develop a Teacher Improvement Plan to address the areas in
10 need of improvement.

11 16.5.2 The teacher will be required to participate in the Peer Assistance and Review
12 (PAR) Program.

13 16.5.3 The classroom teacher with an unsatisfactory evaluation will be re-evaluated
14 prior to the close of the school year and a conference will be held with the immediate
15 supervisor. This timeline may be extended to June 30, upon teacher request.

16 16.5.4 Satisfactory evaluation objectives for the following year will be based upon the
17 Teacher Improvement Plan while continuing to fulfill school and District responsibilities.

18 16.5.5 The District will follow established Education Code procedures should
19 improvement not be demonstrated.

20 **16.6 Peer Assistance and Review**

21 16.6.1 Purposes

22 16.6.1a Effective January 1, 2000, legislation repealed the Mentor Teacher
23 Program and replaced it with the Peer Assistance Review (PAR) Program.

24 16.6.1b The Peer Assistance and Review Program encourages teachers
25 currently employed in the public school system to continue to pursue excellence
26 within the profession, to provide incentives to teachers of demonstrated ability
27 and expertise to remain in the public school system, and to restore the teaching

1 profession to its position of primary importance within the structure of the
2 California State educational system.

3 16.6.1c The purpose of the PAR Program is for assistance and review in an
4 effort to provide continuous improvement. The PAR Program is a review
5 mechanism that allows exemplary teachers to assist beginning and veteran
6 teachers in developing and extending both subject matter knowledge and
7 teaching strategies.

8 16.6.2 Joint Panel

9 16.6.2a Composition and Selection – The Joint Panel (JP) shall be
10 composed of a majority of certificated classroom teachers, chosen to serve by
11 the Association, and administrators, chosen to serve by the District as follows:
12 Three (3) administrators, (one, a District administrator and two site
13 administrators), selected by the superintendent, and four teachers, selected by
14 the Association. The Chair shall be selected by the JP. A panel year is defined
15 as July 1 – June 30. A Panel Member’s term shall be three years.

16 16.6.2b Duties and Responsibilities – All discussion within the JP is
17 confidential. The JP may request follow-up information.

18 16.6.2b(1) The JP shall supervise and review the PAR Program and
19 determine a JP meeting schedule.

20 16.6.2b(2) The JP shall establish and distribute operating rules and
21 procedures to all District certificated employees.

22 16.6.2b(3) The JP shall participate in any training required to
23 implement the program.

24 16.6.2b(4) The JP shall collaborate with other teacher support
25 programs.

26 16.6.2b(5) The JP shall oversee training of Consulting Teachers (CTs)

1 16.6.2b(6) The JP shall generally meet within the panel's workday.
2 However, work outside of the regular workday shall be compensated at the
3 rate of \$100 per day.

4 16.6.2b(7) The JP shall develop a program budget subject to Board
5 approval.

6 16.6.2b(8) The JP shall review CTs and their participation in the PAR
7 Program.

8 16.6.2b(9) The JP shall monitor the progress of the Participating
9 Teachers' (PTs) interventions and activities and submit a report to the
10 Administrator of Personnel Services. The report, including the names of
11 the PT and their levels or participation, shall be submitted to the Board of
12 Education by the Administrator of Personnel Services.

13 16.6.2b(10) The JP shall annually review the impact of the District's
14 Peer Assistance and Review Program in order to improve the program.

15 16.6.2b(11) The JP members shall refrain from participation in
16 discussion and voting on any matter in which they have a professional or
17 personal conflict of interest.

18 16.6.2b(12) The JP shall not deal with teacher's employment issues that
19 arise from accusations of neglect of duty or misconduct which are distinct
20 from teacher's evaluations.

21 16.6.2b(13) To conduct an official meeting, at least three association
22 panel members and two administration panel members must be present.
23 Decisions must be based on a consensus of at least 5 panel members,
24 including the selection of CTs and the CT Coordinator.

25 16.6.2b(14) The JP shall act within 10 working days, on the CT's report
26 following receipt of the report to allow a PT sufficient time to submit a
27 written response.

28 16.6.3 Consulting Teachers

1 16.6.3a A CT shall be a permanent certificated teacher who provides
2 assistance to a PT in the PAR Program.

3 16.6.3b CTs shall provide intervention to permanent teachers who receive
4 an “unsatisfactory” final evaluation based on the California Standards for the
5 Teaching Profession as defined in the Education Code in the District Evaluation
6 Plan for Excellence.

7 16.6.3c In addition, CTs will provide assistance to all voluntary permanent
8 teachers and beginning teachers.

9 16.6.3d The CT provides assistance but does not evaluate the PT.

10 16.6.3e Qualifications

11 16.6.3e(1) A CT must be a classroom teacher who possesses a
12 California clear credential and has completed five years of successful
13 classroom teaching experience with at least three consecutive years at 0.6
14 FTE or higher as an employee of the Claremont Unified School District.

15 16.6.3e(2) If applicable, the CT must also have received a satisfactory
16 performance evaluation as a past CT.

17 16.6.3e(3) The CT must have demonstrated exemplary teaching
18 ability, as indicated by knowledge of current California Standards for the
19 Teaching Profession and the California Content Standards, effective
20 communication skills, and mastery of a range of teaching strategies and
21 instructional techniques necessary to meet the needs of pupils in different
22 contexts.

23 16.6.3e(4) The CT must demonstrate leadership ability by working
24 cooperatively and effectively with other professional staff members.

25 16.6.3f Selection

26 16.6.3f(1) An announcement of openings will be posted/distributed.

27 16.6.3f(2) Applicants shall submit the application form and at least
28 three (3) signatures from references who have direct knowledge of the

1 applicant's ability in both teaching and working with colleagues. At least
2 one (1) signature will be from the immediate supervisor and one from a
3 teacher and/or association representative.

4 16.6.3f(3) Applications submitted shall be subject to a screening
5 process established by the JP to ensure that candidates meet minimum
6 qualifications.

7 16.6.3f(4) Administrators from the JP may screen the candidate's
8 personnel file as it relates to the application process. Any information
9 obtained through the personnel file shall remain confidential.

10 16.6.3f(5) CTs shall be selected by a consensus of the JP after an
11 interview with each of the candidates.

12 16.6.3f(6) If time allows or it is deemed necessary, panel members
13 may conduct a classroom observation of candidates. Observation may be a
14 useful strategy in the selection process.

15 16.6.3f(7) If a CT vacancy occurs, the JP will reconvene and select a
16 replacement.

17 16.6.3g Duties and Responsibilities

18 16.6.3g(1) The PAR Program strongly encourages a cooperative
19 relationship between the CT, site administrator, and the PT with respect to
20 the process of peer assistance and review. CTs shall assist PTs by
21 demonstration, observation, coaching, recommending conferences or
22 workshops for teachers and other appropriate activities that will support
23 the PT.

24 16.6.3g(2) The CT shall meet with the referred teacher and site
25 administrator/evaluator to discuss the PAR Program, establish mutually
26 agreed upon performance goals aligned with pupil learning, develop the
27 written assistance plan and a process for determining successful
28 completion of the PAR Program. Future meetings of these three parties

1 may occur in the presence of the referred teacher or with written consent of
2 the referred teacher.

3 16.6.3g(3) In the case of the voluntary participant, meetings, as defined
4 above in section 16.6.3g(2), may be conducted with or without the
5 presence of the voluntary teacher at the request of the voluntary teacher.

6 16.6.3g(4) The CT shall conduct multiple observations of the referred
7 teacher during classroom instruction and provide specific feedback in a
8 timely fashion. The CT shall conduct observations of the voluntary
9 teacher as needed.

10 16.6.3g(5) The CT shall meet at least monthly for
11 observations/discussions with each PT.

12 16.6.3g(6) The CT shall conduct model lessons, staff development, and
13 seek appropriate resources as needed, including monetary support for
14 conference attendance and supplies.

15 16.6.3g(7) The CT shall confer, as needed, with other District CTs and
16 shall participate in meetings with other District CTs facilitated by the CT
17 Coordinators and JP District administrator.

18 16.6.3g(8) The CT shall maintain a written log of contacts and specific
19 support given to each PT and shall document all observations, visitations
20 and meetings.

21 16.6.3g(9) The CT shall submit periodic written reports to the JP and
22 discuss them with the referred teacher.

23 16.6.3g(10) The CT shall continue to provide assistance to the referred
24 teacher at the discretion of the JP.

25 16.6.3g(11) The CT shall submit and discuss the final report with the
26 referred teacher.

27 16.6.3g(12) The CT shall submit the final report to the JP by March 31,
28 and shall deliver a copy to the referred PT within five (5) working days.

1 16.6.3g(13) The CT shall participate in an annual review of the program
2 with the JP.

3 16.6.3g(14) The CT shall not be functioning in management, evaluation,
4 or supervisory roles.

5 16.6.4 Participating Teachers

6 16.6.4a The PT is a unit member who receives assistance and coaching to
7 improve instructional skills, classroom management, knowledge of subjects, and
8 related aspects of teaching performance as stated in the Evaluation Plan for
9 Excellence. The four (4) categories of PTs are: 1) Teachers referred due to an
10 unsatisfactory evaluation, 2) Voluntary participants, 3) Pre-interns and
11 BTSA teachers, and 4) Others new to the District.

12 16.6.4b Referred Teacher – The purpose of referred participation in the
13 PAR Program is to assist Referred Teachers in need of development in subject
14 matter knowledge and/or teaching strategies. Permanent unit members shall be
15 required to participate in the PAR Program as a result of an unsatisfactory final
16 evaluation based on the California Standards for the Teaching Profession as
17 defined in the Education Code and the District Evaluation Plan for Excellence.

18 16.6.4b(1) The Referred Teacher shall continue to receive assistance
19 from CT at the discretion of the Joint Panel.

20 16.6.4b(2) The evaluation process for any Referred Teacher shall not
21 be altered as a result of participating in the PAR Program.

22 16.6.4c Voluntary Teacher – The purpose of voluntary participation in the
23 PAR Program is to assist permanent unit members who seeks to improve their
24 teaching performance. Volunteers may request the JP to assign a CT to provide
25 peer assistance. The Voluntary Teacher shall indicate areas for assistance and
26 may terminate participation in the PAR Program at any time.

27 16.6.4d Beginning Teacher and Others New to the District – The purpose
28 of Beginning Teacher participation in the PAR Program is to support beginning

1 teachers in instructional skills, classroom management, knowledge of subjects,
2 and related aspects of teaching performance as related to California Standards
3 for the Teaching Profession as defined in the Education Code and the District
4 Evaluation Plan for Excellence. The Beginning Teacher shall be defined as a
5 fully credentialed first or second-year teacher (BTSA) and an experienced
6 teacher who is new to the District.

7 16.6.4d(1) BTSA teachers shall have priority assistance over
8 experienced teachers new to the District. Funds received through the
9 BTSA Program must be used to support fully credentialed first and
10 second-year teachers only. However, funds received through the PAR
11 Program may be used to support all beginning teachers.

12 16.6.4e Pre-Intern Teachers – The purpose of Pre-Intern Teacher
13 participation is to support pre-intern teachers in instructional skills, classroom
14 management, knowledge of subjects and related aspects of teaching
15 performance as related to the California Standards for the Teaching Profession
16 as defined in the Education Code and the District Evaluation Plan for
17 Excellence.

18 16.6.4e(1) Funds received through the Pre-Intern Program must be
19 used to support Pre-Interns only. However, funds received through the
20 PAR Program may also be used to support Pre-Intern teachers.

21 16.6.5 Program Operations

22 16.6.5a Confidentiality – All materials related to evaluations, reports,
23 deliberations, and other personnel matters shall be confidential, subject to the
24 following exceptions:

- 25 • In response to subpoena or order of the court.
- 26 • The final JP report may be used by the District in any employment action
27 based upon instructional performance.

1 16.6.5a(1) All communication between the CT and a Voluntary
2 Teacher shall be confidential, and shall not be shared with others,
3 including the site principal, the evaluator or the Joint Panel without the
4 written consent of the Voluntary Teacher.

5 16.6.5a(2) All discussions within the Joint Panel are confidential. The
6 Joint Panel may request follow-up information.

7 16.6.6 Stipends

8 16.6.6a CTs shall be paid a stipend depending upon the State-provided
9 funding of at least \$1200 per PT, not to exceed five (5) PTs.

10 16.6.6b The CT Coordinator shall be paid a stipend of \$4800 plus \$1200 if
11 the individual functions as a CT.

12 16.6.6c The unit members of the Joint Panel shall be compensated at the
13 rate of \$100 per day for ongoing operations outside the contracted school year.

14 16.6.7 Duty to Indemnify

15 Joint Panel members and teachers who provide assistance and review shall have the same
16 protection from liability and shall have access to appropriate defenses as other public
17 school employees pursuant to the California Tort Claims Act (California Government
18 Code Section 810 et seq.).

19 16.6.8 Funding

20 Not more than 5% of the funds received by the school district for PAR may be expended
21 for administrative costs. It is understood and agreed that this Program as it is herein
22 defined in the Collective Bargaining Agreement shall terminate if AB1X or successor
23 legislation is no longer funded.

24 16.6.9 Terms and Conditions

25 16.6.9a The CT term shall be one (1) year. The CT may reapply for
26 services as a CT for up to five (5) consecutive years. The Joint Panel will
27 review the CT's documentation as it pertains to the PAR Program on an
28 annual basis.

1 16.6.9b Should a vacancy occur, the Joint Panel shall select a replacement
2 appointee to serve the remainder of the CT's un-expired term.

3 **16.7 Personnel Files**

4 Any material placed in the file shall be signed and dated by the person or persons who drafted it.
5 Pursuant to Policy 4151, member notification shall occur within five (5) working days following
6 the date when any addition to the personnel file is made and shall be accompanied by a copy of
7 the material added to the file.

8 16.7.1 The unit member shall sign and date any documents pertaining to the evaluation
9 process (i.e. performance objectives, evaluation forms, improvement and/or remediation
10 plans) to indicate that he/she has seen the material, but the signature shall not necessarily
11 indicate agreement with the contents. The unit member has the right to attach a response
12 to any materials related to the evaluation process.

13 16.7.2 No negative evaluation of performance shall be predicated upon any written
14 material of a derogatory or critical nature which has been received or reviewed by the
15 evaluator unless the member has first been given notice of same and an opportunity to
16 discuss the matter with the evaluator. The member shall have the right to have the
17 member's written reply become a part of the evaluation documents. Additionally, after
18 four (4) years, a unit member may request material of a derogatory nature be removed
19 from his/her personnel file unless such material is currently involved in pending
20 litigation. Evaluations are not subject to removal. Evidence or materials that are
21 proven to be false shall not be included in the evaluation process and written derogatory
22 statements regarding a member's performance which are proven to be false shall be
23 removed from the member's personnel file. The District shall make a good faith effort
24 to investigate and substantiate the truth or falsity of any derogatory statements. If the
25 statement is false, then no record of the statement shall be placed in the unit member's
26 file. Any member of the bargaining unit shall have access to examine and obtain copies
27 of all materials in his/her personnel file that are not restricted as confidential by
28 Education Code section 44031. Personnel files are located in the District Office and

1 may be seen by appointment during the business hours of the Claremont Unified School
2 District office.

3 16.7.3 Upon written authorization by a unit member, an association representative of
4 the unit member shall be permitted to examine materials in the file, according to the
5 procedures outlined in 16.7.2.

6 **16.8 Summer Employment Exclusion**

7 This Article XVI does not apply to certificated personnel employed during the summer recess or
8 to services rendered in connection with extra duty assignments.

9

10 **16.9 Grievance Limitation**

11 Application of the grievance procedure in Article VII shall be limited to the application of the
12 evaluation procedures set forth in this Article XVI and shall not be construed to apply to
13 evaluation content.

14

1 **ARTICLE XVII: SUMMER SESSION**

2 **17.1 Benefits**

3 Benefits which are expressly provided by this article are the sole benefits to which members of
4 the bargaining unit who are employed during the summer recess or for intersession programs are
5 entitled; and, it is agreed that any benefit provided by State Law, District Policies, or Articles IV,
6 V,VII, IX, XI, XIII, XIV, XV, XVI, and XX of this Agreement are not applicable to or provided
7 for members of the bargaining unit employed during the summer recess.

8 **17.2 Compensation**

9 Members of the bargaining unit who are assigned to summer session, intersession, and extended
10 year session shall be remunerated as provided in Article X, Section 10.5.

11 **17.3 Hiring**

12 Recommendations to fill summer school teaching positions will be made first from among the
13 members of the regular staff who are qualified to teach the subjects offered and who have
14 expressed a desire for such employment.

15 When it is not possible to fill positions in the above manner, applications from qualified
16 credentialed personnel from outside the district will be considered.

17 In the event there are more qualified applicants than positions, the most competent will be
18 recommended. Professional preparation and appropriate demonstrated successful experience will
19 be used as indications of competency. All other things being equal, teachers with the greatest
20 length of Claremont Unified School District service in the subject area and/or grade level
21 required by the summer school positions will be recommended with the following exception:

22 After two consecutive years of summer school employment, a teacher's seniority
23 rank will, for the third year only, drop below the ranks of those not employed for
24 the two previous consecutive years. The teacher will, however, retain his/her
25 seniority rank among the others losing their seniority rank for the same year. After
26 a teacher loses his/her regular seniority rank for one year, and upon being employed
27 for a summer school assignment, in the fourth or subsequent year, the three year
28 cycle defined above will be reinitiated.

1 **17.4 Leave Provisions**

2 Members of the bargaining unit who are employed during the summer recess shall be entitled to
3 the following leaves:

4 17.4.1 Illness or Injury Leave - Members of the bargaining unit employed during the
5 summer recess or for intersession programs shall be entitled to take accrued illness or
6 injury leave; however, such leave shall not accrue during the summer session. Credit for
7 leave of absence must be accrued prior to taking such leave by the member. Pay for any
8 such day of absence shall be the same as the pay which would have been received had the
9 member served during the day. Such leave may not be taken on any day the member is
10 not required to render service.

11 17.4.2 Industrial Accident and Illness Leave - Members of the bargaining unit
12 employed during the summer recess or for intersession programs shall be entitled to the
13 following leave on account of illness or accident which has qualified for workers'
14 compensation benefits:

15 17.4.2a Allowable leave shall be for sixty (60) days during which the schools
16 of the District are required to be in session or when the employee would
17 otherwise have been performing work for the District in any one fiscal year for
18 the same accident.

19 17.4.2b Allowable leave shall not be accumulated from year to year.

20 17.4.2c Industrial accident or illness leave shall commence on the first day of
21 the absence.

22 17.4.2d When said member is absent from his/her duties on account of an
23 industrial accident or illness, the member shall be paid such portion of the salary
24 due him/her for any month in which the absence occurs as when added to the
25 temporary disability indemnity under Division 4 or Division 4.5 of the Labor
26 Code will result in a payment of not more than the member's full salary. The
27 phrase "full salary" as utilized in this subparagraph shall be computed so that it
28 shall not be less than the employee's "average weekly earnings" as that phrase is

1 utilized in Section 4453 of the Labor Code. For purposes of this Section 17.4.2,
2 however, the maximum and minimum average weekly earnings set forth in
3 Section 4453 of the Labor Code shall otherwise not be deemed applicable.

4 17.4.2e Industrial accident or illness leave shall be reduced by one day for each
5 day of authorized absence regardless of a temporary disability indemnity award.

6 17.4.2f When an industrial accident or illness leave overlaps into the next
7 fiscal year, the member shall be entitled to only the amount of unused leave due
8 for the same illness or injury. During any paid leave of absence, the member
9 may endorse to the District the temporary disability indemnity checks received
10 on account of an industrial accident or illness. The District in turn shall issue
11 the member appropriate salary warrants for payment of the member's salary and
12 shall deduct retirement, other authorized contributions, and the temporary
13 disability indemnity, if any, actually paid to and retained by the member for the
14 period covered by such salary warrants.

15 17.4.2g Any member of the bargaining unit receiving benefits as a result of this
16 section shall, during periods of injury or illness, remain within the State of
17 California unless the Superintendent of the Claremont Unified School District
18 authorizes travel outside of the State.

19 17.4.2h The District reserves the right to secure proof of industrial accident or
20 illness of any member of the bargaining unit. Before salary payments will be
21 made to a member absent because of industrial accident or illness, a report of
22 such accident or illness in the form prescribed by the District must be on file in
23 the office of the Business Manager and the injury or illness must have qualified
24 for workers' compensation benefits.

25 17.4.2i The District has the right to designate physicians and emergency
26 clinics who will be responsible for determining the length of time during which
27 the member will be temporarily unable to perform assigned duties, for
28 determining the degree to which a disability is attributable to the industrial

1 injury or illness involved, and for providing the treatment as required; however,
2 after thirty (30) days from the first date of injury or illness the member may
3 utilize the services of his/her own physician upon notification to the District. If
4 the member has notified the District in writing on the District form prior to the
5 date of injury that he/she wishes to be treated by the member's personal
6 physician, the member has the right to be treated by such physician from the
7 date of injury. The physician must be an M.D. who has previously treated the
8 member and retains the member's medical records and who is willing to treat a
9 workers' compensation injury per workers' compensation law, rules, and
10 regulations.

11 17.4.3 Leave of Absence Due to Death of Member of Immediate Family – A member
12 of the bargaining unit who is employed by the Claremont Unified School District during
13 the summer recess for five (5) days a week is entitled to a leave of absence, not to exceed
14 three (3) days, or five (5) days if out-of-state travel is required, on account of the death of
15 any member of his/her immediate family.

16 No deduction shall be made from the salary of such member nor shall such leave be
17 deducted from leave granted by other provisions of this Agreement. Pay for any such day
18 of absence shall be the same as the pay which would have been received had the member
19 served during the day.

20 Members of the immediate family, as stated in this section means the mother, father,
21 mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the employee or
22 of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law,
23 brother, brother-in-law, sister, or sister-in-law of the employee, or any relative living in
24 the immediate household of the employee.
25

1 **ARTICLE XVIII: EXTRA DUTY ASSIGNMENTS**

2 **18.1** Benefits which are expressly provided by this Article are the sole benefits to which
3 members of the bargaining unit who are employed for extra duty assignments are entitled by
4 reason of said extra assignments; and it is agreed that any benefit provided by State Law, District
5 Policies, or Articles IV, V, IX, XI, XIII, XIV, XV, XVI, XVII, XX, and XXII of this Agreement
6 are not applicable to or provided for members of the bargaining unit employed for an extra duty
7 assignment, except as may be otherwise specifically provided for by law.

8 **18.2** Extra duty assignments for purposes of this Article include: Individual Instruction
9 Teacher, Athletic Coach, Band Director, Orchestra Director, Choral Director, Drama Coach,
10 Forensics Coach, Academic Decathlon Coach, Newspaper Advisor, Intramural Program
11 Coordinator/Sponsor, Drill Team Advisor, Pep Squad High School, Department Chairperson,
12 Team Leader, Student Study Team Elementary Coordinator, Guidance Team/IEP Coordinator,
13 Instructional Activity Coordinator, Yearbook Advisor, Rally Coach, and Curricular Focus
14 Coordinator.

15 **18.3** Members of the bargaining unit employed as Individual Instruction Teachers and Driver's
16 Education Teachers shall be remunerated as provided in Article X, Section 10.5 and all other
17 extra duty assignments listed above shall be remunerated as provided in Article X, Section 10.6.

18 **18.4** Procedures for the evaluation of services performed by members of the bargaining unit in
19 extra duty assignments may be developed by the administrative staff at the school to which the
20 member of the bargaining unit is assigned for the extra duty assignment. The procedure shall be
21 based upon the special needs of the extra duty assignment.

22 **18.5** Any grievance filed pertaining to an extra duty assignment shall be limited solely to the
23 specific provisions of this Article XVIII.
24

1 **ARTICLE XIX: WORKING CONDITIONS**

2 **19.1 Safe Working Conditions** - The District shall provide safe working conditions for all
3 members of the bargaining unit within the fiscal capabilities of the District to provide continuous
4 administrative monitoring of working conditions and correction of unsafe/unhealthful working
5 conditions. A member of the bargaining unit shall not be required to perform duties under
6 conditions which pose an immediate and serious threat of serious bodily harm to the member,
7 provided that he or she has exhausted all reasonable means within his or her discretion to remedy
8 the condition.

9 **19.2 Special Working Conditions** - No bargaining unit members shall be required to provide
10 or conduct specialized health care procedures including, but not limited to, dispensing
11 medication, catheterizations, credé, diapering, injections, ileostomies, colostomies, gastrostomies,
12 tracheotomy, suction, oxygen administration, gavage feeding and draining.

13 19.2.1 The self-administering of medications which have been prescribed by a licensed
14 physician for ingestion by a student at school, during the regular instructional day, may be
15 supervised by a unit member on a voluntary basis.

16 19.2.2 If an injury arises out of an act or omission occurring within the course and
17 scope of employment, and if the unit member cooperates in good faith in defense of the
18 claim, and if the unit member acted, or failed to act, in good faith without actual malice
19 and in the apparent best interest of the District, the District shall indemnify and hold
20 harmless from all liability any unit member who performs or provides health care services
21 or voluntary supervision of self-administered medication or health care services.

22 **19.3 District Safety Committee**

23 The Association shall annually appoint one member of the bargaining unit to serve as a member
24 of the District Safety Committee. The committee shall review emergency procedures and
25 supplies at each school for major catastrophes/emergencies.

26
27
28

1 **19.4 Reporting Unsafe Conditions**

2 Members of the bargaining unit are encouraged to express their concern for safety conditions to
3 the District Safety Committee through the member(s) of the bargaining unit serving on the
4 District Safety Committee.

5 **19.5 Minimum Day**

6 A minimum day may be declared, for certain schools, at the sole discretion of the Superintendent
7 when excessive heat is predicted for more than one day.

8

1 **ARTICLE XX: RETIREMENT**

2 **20.1 Regular Retirement**

3 The District shall continue to age 65 (or longer if Section 15.2.6 applies) the health insurance
4 coverage described in paragraph 11.1 and dental insurance described in paragraph 11.2 of Article
5 XI for full time members of the bargaining unit who retire at age 55 or later providing the
6 employee has rendered at least ten (10) years of continuous service or fifteen (15) years of
7 service to the District at date of retirement. It is the responsibility of the retiree to request the
8 activation of benefits described in Section 15.2.6.

9 **20.2 Early Retirement Incentive Program**

10 Early retirement incentives are dependent upon the financial resources of the District and are
11 subject to Board of Education approval. Incentives include, but are not limited to, the following:

12 **20.2.1 Reduced Work Year**

13 20.2.1a Definition - Reduced services employment shall be: (1) Equivalent
14 to one-half of the number of sequential days of service required by the
15 employee's contract of employment during one's final year of service in a full
16 time position and will commence on the first day of the first half of the work
17 year, or the first day of the second half of the work year; or (2) Equivalent to
18 half time employment per day for the regular school year; or (3) Other options
19 equating to one-half time employment if approved by the Superintendent.

20 20.2.1b Requirements - The employee must have reached the age of 55
21 prior to reduced services employment.

22 The employee must have been employed full time for Claremont Unified School
23 District in a position requiring certification for at least ten (10) years of which
24 the immediately preceding five (5) years were full time employment without a
25 break in service. For purposes of this section sabbaticals and other approved
26 leaves of absence shall not constitute a break in service. Time spent on a
27 sabbatical or other approved leave of absence shall not be used in computing the
28 five (5) year full time service requirement.

1 20.2.1c Compensation - The employee shall be paid a salary which is the
2 pro rata share of the salary that he/she would have earned had he/she not elected
3 to exercise the option of reduced services employment.

4 20.2.1d Effect on Benefits - The employee shall receive health benefits as
5 provided in Section 53201 of the Government Code in the same manner as a full
6 time employee.

7 20.2.1e Request Procedure - The District shall adopt request procedures
8 that give ample opportunity to arrange suitable programs of service that will be
9 beneficial to the pupils of the District. Requests for reduced services
10 employment may be approved if the Superintendent is satisfied that the needs of
11 the District can be met.

12 20.2.1f Time Limitations - The period of this reduced services employment
13 shall not exceed five (5) years or to age 65, whichever comes first.

14 20.2.1g Return to Full Time Employment - The reduced services employee
15 may be returned to full time employment only with the mutual consent of the
16 employee and the Board.

17 20.2.1h Continuance - The option can be revoked only with the mutual
18 consent of the employer and the employee.

19 20.2.1i Nothing in this Section 20.2 shall be construed to allow for any
20 interpretation, application or alleged violation of Section 20.2 being subject to
21 the grievance procedure set forth in Article VII.

22 20.2.2 **Consultant Agreement**

23 20.2.2a Definition - The Certificated Staff Early Retirement incentive
24 Program for the District is a plan whereby an employee may retire early and
25 have the opportunity to enter into an independent contractual agreement with the
26 District.

27 20.2.2b Requirements - Participant shall have reached age 55, shall have a
28 minimum of ten years of successful service to the District, and shall have been

1 employed by the District on a full time basis for the full year immediately
2 preceding the initial year as a consultant. Participants in the program must
3 resign their position with the District, and, except under exceptional
4 circumstances approved by the Board of Education, may not subsequently return
5 to regular employment with the District.

6 20.2.2c Length of Contract - Contracts for service shall be for a maximum
7 period of five years or age 65, whichever comes first (California Education Code
8 35046). Participants shall serve a set number of days and shall provide a
9 specified service, both of which shall be agreed upon by the participant and the
10 District. Termination of contract may be by mutual agreement, or by either
11 should there be a failure on the part of the other party in performance of required
12 services.

13 20.2.2d Compensation - Participants approved for this program shall be
14 eligible to earn a maximum dollar amount allowed by State Teachers Retirement
15 System in any fiscal year. A consultant will be compensated for the number of
16 days of service at the per diem rate of his/her last year of regular service to the
17 District (per diem is calculated by dividing the last annual salary by the number
18 of days of required duty during the last year of regular service).

19 20.2.2e Effect on Benefits - Participant is an independent contractor and
20 not under Workers' Compensation and should insure his own services. The
21 participant, as an independent contractor, may be eligible to earn four quarters
22 under Social Security. To secure that benefit the participant must make
23 arrangements to pay directly to OASDI. State and Federal taxes are not
24 withheld from the consultant's pay warrants and therefore consultants must
25 report their earnings at the time they file their State and Federal Income Tax.
26 The participant is responsible for complying with all Social Security and Income
27 Tax provisions of State and Federal statute.

1 20.2.2f Request Procedure - Participant shall file an application with the
2 Personnel Services Office by February 1 for the following school year.
3 Applications shall be subject to Board approval, availability of District funds,
4 and necessity of services at time of application.

5 20.2.2g Services to the District - Services performed may include, but are
6 not limited to, the following: guest lecturing, staff development and inservice
7 programs, assistance in the testing program, career counseling, individualized
8 instruction, orientation of new teachers through special workshops, evaluation of
9 learning materials, community-school projects, updating and revision of District
10 publications (policies, regulations, handbooks, etc.), conducting of research
11 projects, curriculum development and development of a volunteer aide program.

12 20.2.3 **Golden Handshake**

13 The District will, at its discretion, offer the early retirement option commonly referred to
14 as the Golden Handshake as provided for, and under the conditions of, Education Code
15 Sections 22714 and 44929.

1 **ARTICLE XXI: PROFESSIONAL GROWTH GUIDELINES**

2 **21.1** The District shall designate as professional growth advisors (hereafter referred to as
3 "advisors") members of the administrative staff who have received a certification of competence
4 in evaluation from the District. A list of these advisors, including work location and a brief
5 biography of experience of the advisor, will be published by the District annually prior to the
6 beginning of the school year. The responsibility of an advisor shall be to determine whether
7 activities identified on the Professional Growth Plan of a credential holder, who is subject to the
8 provisions of this article, comply with the law as outlined in the California Professional Growth
9 Manual.

10 **21.2** If a credential holder believes that his/her advisor has taken an adverse action that he/she
11 considers to be unfair, arbitrary or contrary to the terms of the law, the credential holder is
12 encouraged to resolve the dispute at the local level by seeking another advisor. If this resolution
13 fails, the credential holder may appeal the adverse action to the Executive Secretary of the
14 Commission on Teacher Credentialing.

15 **21.3** Association activities which comply with the law shall be allowed as professional growth
16 activities. Upon request of the credential holder or advisor, the president of the Association shall
17 provide verification of participation or completion.

18 **21.4** The District and the Association shall provide a joint inservice for credential holders
19 subject to the provisions of this article no later than October 15 of each school year. This meeting
20 shall be mandatory for all credential holders subject to the provisions of this Article XXI.

21 **21.5** A clock hour for purposes of credited professional growth activities shall be the actual
22 time spent in the activity including preparation time spent if a presenter of the course. College,
23 university or equivalent courses shall be credited as at least fifteen (15) clock hours for each
24 semester unit, ten (10) clock hours for each quarter unit or the actual number of class/lab hours
25 required, whichever is greater.

26 **21.6** Credit for advancement on the salary schedule shall be given for semester units of
27 graduate-level study successfully completed as a professional growth activity provided that the

1 approval of the advisor was obtained in advance of enrollment in the course of study. For
2 purposes of computation one quarter unit equals two-thirds of a semester unit of graduate credit.

3 **21.7** Nothing in Professional Growth Requirements or Procedures thereof shall impact, be a
4 part of, or modify the performance evaluation.

5 **21.8** By October 1 of each school year, the District shall notify each credential holder of his/her
6 deadline date for completion of his/her Professional Growth Requirements.

7 **21.9** An advisor shall complete and return to the credential holder certification of initial plan,
8 initialing any revisions or verification or completion within ten (10) workdays of submission to
9 the advisor. If an advisor finds that he/she cannot certify an initial plan, initial a modification or
10 verify completion, the advisor shall notify the credential holder of the reason(s) in writing within
11 ten (10) work days of submission.

12 **21.10** All conferences between credential holders and professional growth advisors shall be
13 handled the same as the regular adjunct duties.

14 **21.11** No probationary unit member may be requested or required to participate in any
15 professional growth plan or program as a condition necessary to achieving permanent status.
16

1 **ARTICLE XXII: SAVINGS PROVISIONS**

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

5
6 **ARTICLE XXIII: SUPPORT OF AGREEMENT**

7 It is agreed that the District and the Association will support this Agreement for its term and will
8 not appear before a court of competent jurisdiction to seek change or improvement to this
9 Agreement in any matter subject to the meet and negotiation process except by mutual agreement
10 of the District and the Association.

11
12 **ARTICLE XIV: EFFECT OF AGREEMENT**

13 It is understood and agreed that the specific provisions contained in this Agreement shall prevail
14 over District practices and procedures and over State laws to the extent permitted by State law.

15
16 **ARTICLE XXV: COMPLETION OF MEET AND NEGOTIATION**

17 During the term of this agreement, both parties expressly waive and relinquish the right to meet
18 and negotiate, except by mutual consent of both parties, with respect to any provisions covered
19 by this Agreement. However, the District and the Association recognize their mutual obligation
20 to meet and negotiate on any legislation passed during the period of this agreement that affect the
21 terms of the contract on any mandatory subject of bargaining.

22 Nothing in this Agreement is intended to deny to the Association or to the District rights and
23 obligations which exist under the law.

24
25 **ARTICLE XXVI: TERM OF AGREEMENT**

26 This Agreement shall be in force and effect from July 1, 2006 through June 30, 2009, with re-
27 openers for the 2007-2008 school year and the 2008-2009 school year for salary, health and
28 welfare benefits, and one negotiable item.

1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below:

2

3 CLAREMONT UNIFIED SCHOOL DISTRICT CLAREMONT FACULTY ASSOCIATION

4

5

6

7 By _____ By _____

8 Jack Mills, Ph.D., President
9 Board of Education

Richard O'Neill, President
Claremont Faculty Association

10

11

12 Date _____ Date _____

13

Claremont Unified School District

Formal Written Grievance

To: _____ Date Filed: _____

1) Name of Grievant: _____ Certificated: _____
Classified: _____

2) School/Department: _____ Assignment: _____

3) Date(s) of Informal Conference with Immediate Supervisor: _____

4) **Description of Alleged Contract Violation**

Contract Article and Section Violated: _____

Date and Time of Violation: _____

Statement of Circumstances: _____

Adverse Effect on Grievant: _____

5) Description of the Decision Rendered at Informal Conference: _____

6) Specific Remedy Sought by Grievant: _____

7) Signature of Grievant: _____

Distribution: Immediate Supervisor
Assistant Superintendent, Personnel
Grievant

Date Received: _____
Date Received: _____

Claremont Unified School District

Response to Formal Written Grievance

To: _____ Date Filed: _____
Grievant

School/Department: _____ Assignment: _____

1) Date Formal Written Grievance Form was Filed: _____

2) Date(s) of Informal Conference with Grievant: _____

3) Contract Article and Section Alleged to have been Violated: _____

4) Statement of Circumstances: _____

5) Effect on Grievant: _____

6) Remedy Offered to Grievant/ Other Decision: _____

7) Submitted by: _____
Signed (Immediate Supervisor)

8) Received by: _____ Date: _____
Signed (Grievant)

Distribution: Grievant
Assistant Superintendent, Personnel
Immediate Supervisor

Date Received: _____
Date Received: _____

Claremont Unified School District

**Appeal to Superintendent for
Further Consideration of Grievance**

To: Superintendent Date Filed: _____

1) Name of Grievant: _____

2) School/Department: _____ Assignment: _____

3) Date(s) of Informal Conference with Immediate Supervisor:

4) Date Formal Written Grievance was Filed: _____

5) Date Response to Formal Written Grievance was Filed: _____

6) Contract Article and Section Alleged to have been Violated:

7) Reason(s) for Appeal: _____

Signed: _____
Grievant

Distribution: Superintendent
Immediate Supervisor
Grievant

CLAREMONT UNIFIED SCHOOL DISTRICT STUDENT CALENDAR

2006 - 2007

SCHOOL MONTH	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					AUG	28	29	30	31	Days taught	Legal Holiday	Local Recess	Pre-Service Day	Possible Staff Develop														
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri																								
FIRST	SEP	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	19	1																					
SECOND	OCT	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	20																						
THIRD	NOV	30	31	1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	16	2	1																				
FOURTH	DEC	27	28	29	30	31	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	20																						
Winter Recess	JAN	25	26	27	28	29	JAN	1	2	3	4	5	8	9	10	11	14	15	16	17	18	19	21	22	23	24	25	26																
FIFTH	JAN	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31	FEB	1	2	19	1																				
SIXTH	JAN	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	MAR	1	2	18	2																				
SEVENTH	APR	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	20																						
EIGHTH	MAY	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	15	5																					
NINTH	JUN	30	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	20																						
TENTH	JUN	29	30	31	1	2	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	13	1																					
															Possible Inservice Staff Development																				TOTALS					180	11	12	1	1

○ Legal School Holidays
 () Local School Recesses
 * First Day of School
 a Minimum day for all schools
 b Minimum day for El Roble Int. School
 c Minimum day for all schools except CHS, SAHS, PA
 △ Pre-Service Day 8/31/2006
Early Dismissal for Parent/Teacher Conferences
 Chaparral: Nov. 13, 14, 16, 17, 20, 21; Mar. 12, 13, 15
 Condit: Nov. 13, 14, 16, 17, 20, 21, 22; Mar. 5, 6, 8, 9
 Mtn. View: Nov. 13, 14, 16, 17, 20, 21; Mar. 5, 6, 8, 9
 Oakmont: Oct. 2, 3, 5, 6, 9, 10; Mar. 12, 13, 15, 16
 Summer/Summer: Sept. 28, 29, 30; Oct. 2, 3, 5, 6; Mar. 19, 20, 22, 23
 Danbury: Sept. 28, 29, 30; Oct. 2, 3, 5, 6; Mar. 19, 20, 22, 24
 Sycamore: Sept. 25, 26, 28, 29; 2/27; Mar. 1, 2, 5, 6, 8, 9
 Vista: Sept. 25, 26, 28, 29; Mar. 5, 6, 8, 9

End of Grade Reporting Period
 El Roble Intermediate: 10/20, 12/1, 1/26, 3/9, 4/27, 6/14
 CHS, SAHS & CDS: 10/13, 12/1, 1/26, 3/9, 4/27, 6/14

CHS Final Exam Schedule
 1/24, 1/25, 1/26, 6/12, 6/13, 6/14

Registration - Students New to the District
 2007 - 2008 Kindergarten:
 All Registration is at Student Services Office.
 170 W. San Jose Ave.

April 2nd - 6th Vista & Oakmont
 March 26th - 30th Summer & Mountain View
 March 19th - 23rd Condit
 March 12th - 16th Chaparral
 March 5th - 9th Sycamore

Adopted: March 6, 2006

**CLAREMONT UNIFIED SCHOOL DISTRICT
STUDENT CALENDAR**

DRAFT

2007-2008

SCHOOL MONTH	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Days taught	Legal Holiday	Local Recess
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri			
FIRST	SEP 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	18	1	
SECOND	OCT 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	20		
THIRD	NOV 29	30	31	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	17	2	1
FOURTH	DEC 26	27	28	29	30	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	20		
Winter Recess	JAN																				0	2	8
FIFTH	JAN 7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31	1	19	1	
SIXTH	MAR 4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	18	2	
SEVENTH	APR 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	20		
EIGHTH	MAY 31	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	15		5
NINTH	JUN 28	29	30	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	20		
TENTH	26	27	28	29	30	2	3	4	5	6	9	10	11	12						13	1		
															TOTALS					180	9	14	

End of Grade Reporting Period
El Roble Intermediate:
 CHS, SAHS & CDS:
CHS Final Exam Schedule

Registration - Students New to the District
2008 - 2009 Kindergarten:
 School Site -
 District Office -

Adopted:

CLAREMONT UNIFIED SCHOOL DISTRICT STUDENT CALENDAR

DRAFT

2008-2009

SCHOOL MONTH	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Days taught	Legal Holidays	Local Recess						
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri									
FIRST	SEP					1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	19	1		
SECOND	OCT					29	30	1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	20			
THIRD	NOV					27	28	29	30	31	3	4	5	6	7	(10)	11	12	13	14	17	18	19	20	21	18	1	1	
FOURTH	DEC					24	25	26	27 (28)	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	18	1	1		
Winter Recess	JAN					(22) (23) (24) (25) (26)	(29) (30) (31) 1 (02)																			2	8		
FIFTH	FEB					5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	19	1		
SIXTH	MAR					2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	18	2		
SEVENTH	APR					2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	20			
EIGHTH	MAY					30	31	1	2	3	6	7	8	9	10	(13) (14) (15) (16) (17)	20	21	22	23	24	20	21	22	23	24	15	5	
NINTH	JUN					27	28	29	30	1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	20			
TENTH	JUN					25	26	27	28	29	1	2	3	4	5	8	9	10	11						13	1			
TOTALS															180	9	15												

End of Grade Reporting Period
El Roble Intermediate:
CHS, SAHS & CDS:
CHS Final Exam Schedule

Registration - Students New to the District
Kindergarten:
 School Site -
 District Office -

- Legal School Holidays
- () Local School Recesses
- * First Day of School
- a Minimum day for all schools
- b Minimum day for El Roble Int. School
- c Minimum day for all schools except CHS
- △ Pre-Service Day 9/5/2006
- Early Dismissal for Parent/Teacher Conferences**

Chaparral:
 Condit:
 Mtn. View:
 Oakmont:
 Summer/
 Danbury :
 Sycamore:

Adopted:

Claremont Unified School District
Personnel Services
2080 North Mountain Avenue
Claremont, CA 91711

Appendix H
Request for Transfer
Certificated or Classified Employee
(Reference: CUSD Policy 4126.7 and 4346)

1) Employee's Request:

It is my desire to transfer to _____
school/department
for the _____ school year.

At the present time I am assigned to _____
grade/subject/assignment
at _____
location

Please state briefly the reason for requesting a change:

Signature of Employee: _____ Date: _____

Signature of Supervisor: _____ Date: _____

2) Supervisor's Request:

I recommend that _____ be
name of employee
transferred from _____ to
school/department
_____ for the _____ school year.
location

Please state briefly the reason for requesting a change:

Signature of Employee: _____ Date: _____

Signature of Supervisor: _____ Date: _____

Instructions: Submit original to Personnel Services prior to March 15

Routing by Personnel Services after confirmation of receipt:

- Personnel Services
- Present Supervisor
- Requested Supervisor

Procedures for Extended Personal Leave Without Pay, Leave for Academic Study, Educational and Professional Growth

Extended personal leaves for academic study, educational and professional growth will be considered for approval by the Superintendent on the basis of an accompanying academic study plan. The purpose of the activity would be to expand the teacher's range of professional experience and/or abilities. The purpose of the plan would be to translate the experience into the classroom in productive learning activities. Included must be plans for classroom activities related to the proposed leave prior to, during, and following the requested period of absence. The employee will review the plan in conference with the Assistant Superintendent of Personnel/Educational Services. Upon acceptance by the Assistant Superintendent, the plan will be reviewed by the Superintendent and a recommendation will be made to the Board of Education. There must be a compelling reason for the leave to be scheduled during the school year due to a concern for instructional consistency in the classroom.

EVALUATION TIMELINE

Prior to October 15:

- The teacher and the immediate supervisor meet to discuss the evaluation model and the process to be used in evaluating the teacher.
- The teacher and the immediate supervisor discuss the Standard Elements and their descriptions of practice.
- The teacher and the immediate supervisor determine at least two, but not more than four, objectives.

Prior to November 15:

- The teacher files written objectives with the immediate supervisor. (See *Evaluation Plan for Excellence*, Appendix A.)
- The teacher begins a professional portfolio to be used in the evaluation process. (See *Evaluation Plan for Excellence*, Appendix B.)

Prior to December 15:

- The immediate supervisor completes a scheduled observation of the non-permanent teacher. (See *Evaluation Plan for Excellence*, Appendix D.)
- The immediate supervisor completes a formal evaluation of the non-permanent teacher. (See *Evaluation Plan for Excellence*, Appendix D.)

Prior to March 1:

- The immediate supervisor completes a second formal observation of the non-permanent teacher.
- The immediate supervisor completes a second evaluation of the non-permanent teacher.
- The immediate supervisor notifies Personnel Services of the non-permanent teachers identified for non-reelection/reelection and forwards the written evaluations to Personnel Services.

Prior to March 15:

- *The Board of Education takes action to non-reelect/reelect the non-permanent teachers.*
- As a result of the Board action, Personnel Services officially notifies the non-permanent teacher of non-reelection/reelection.

Prior to April 15:

- The immediate supervisor completes a formal observation of the permanent teacher scheduled for evaluation that year. (See *Evaluation Plan for Excellence*, Appendix C.)
- The immediate supervisor completes a formal evaluation of the permanent teacher scheduled for evaluation that year. (See *Evaluation Plan for Excellence*, Appendix D.)

Prior to May 10:

- The immediate supervisor presents the written evaluation to the permanent teacher.

Prior to May 30:

- The original evaluation becomes a part of the permanent and non-permanent teacher's personnel file.

Prior to close of the school year:

- The teacher with an unsatisfactory evaluation is re-evaluated and a conference is held with the immediate supervisor. This timeline may be extended to June 30 upon teacher request.

Within ten days of the formal evaluation conference:

- The teacher may file a statement to be attached to the evaluation documents.

MEMO OF UNDERSTANDING

Professional Development Plan

2006-07

proposed by

Claremont Faculty Association
in Negotiations with
Claremont Unified School District

Fall, 2006: To form a voluntary Professional Development Committee with representation from each school site, special education, ELL program, and the District Administration to plan a multi-year Professional Development Program effective 2006-07 school year.

Purpose:

1. Provide a process Districtwide to implement the goals of the Board of Education and the recommendations of the District Advisory Committee.
2. Explore the core value of quality in education by addressing the characteristics of effective schools.
3. Generate enthusiasm, promote unity, and create a common vision among the staff.
4. Provide sustainability of the proposed efforts throughout the 2006-07 school year and beyond.
5. Provide accountability to the desired outcome(s).

Desired Outcome: To increase the level of achievement in literacy and higher order thinking skills of all students in the Claremont Unified School District across the content areas.

Prior to Opening of School Year: Provide individual student assessment data for review, planning, and decision-making purposes to teachers and principals.

Professional Development Day, November 1, 2006: (Tentative Outline pending discussion with Board and Professional Development Committee) **El Roble Gymnasium**

- 8:00 – 9:00 Continental Breakfast; Districtwide Social Renewal
- 9:00 – 10:30 Speaker “Effective Schools” and “The Challenge of Literacy”
- 10:30 – 10:45 Break
- 10:45 – 12:00 Session I: Mixed groups of thirty staff meet in classrooms
Break into small groups to discuss concepts covered by speaker with prompts
Share out conclusions of discussions with classroom group.
- 12:00 – 1:00 Lunch on campus
- 1:15 – 3:00 Session II: School groupings
Discuss “What elements of our school program contribute to our school’s effectiveness?” and “What elements of our school program are not as effective as we would want them to be?”
Develop consensus of areas to address during the year.
- 3:00 – 3:15 Wrap-up.
Charge for the school year: develop Action Plan for addressing identified areas at the site level.
Identify resources needed from District to facilitate Action Plan.
Integrate with Board goals and DAC recommendations.

Evaluate day's activities.

November: Sites develop Action Plan and Resource Needs; submit to Professional Development Committee; Committee analyzes and evaluates plans and coordinates needed resources. Professional Development Committee reports to Board.

December/January: Staff works at site level on activities identified in Action Plans with District resource support.

February: Tentative half-day Professional Development Day. Districtwide grade level/subject matter groupings to share out areas of concentration, progress, ideas; Districtwide articulation (elementary, grade level and grade lower; secondary, same, within content area). Report to Board.

March/April: Staff works at site level on activities identified in Action Plans with District resource support.

May: Tentative half-day Professional Development Day. Districtwide grade level/subject matter groupings to share out area of concentration, progress, ideas; Districtwide articulation (elementary, grade level and grade higher; secondary, same, across content areas).

June: School sites collaborate to present Interim Summary of Progress toward Desired Outcome(s) to Board.

October: Full report to Board with test results data.

November: Professional Development Day to explore next steps.

Marcia Andrus, Co-Chairperson
Claremont Faculty Association

Devon Freitas
Assistant Superintendent/Personnel
Claremont Unified School District

Loretta Hsu Gromo, Co-Chairperson
Claremont Faculty Association