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**ARTICLE 1
AGREEMENT**

The following constitutes a bilateral and binding Contract of Agreement (hereinafter referred to as the “Contract” or the “Agreement”) between the Conejo Valley Unified School District (hereinafter referred to as the “District”) and the Unified Association of Conejo Teachers/California Teachers Association/National Education Association (hereinafter referred to as the “Association/UACT”) for the period July 1, 2013 through June 30, 2016. The parties agree that they have met and negotiated on those points on which they are required to do so by law, that this Contract includes all agreements reached, and that agreements so reached shall be in force for the duration of this Contract. There are no further items to be negotiated for this period, except as specified.

This agreement shall supersede all Rules, Regulations or Policies of the District which are contrary to or inconsistent with its terms.

The parties have agreed to a three year term July 1, 2013 through June 30, 2016. The parties will meet to negotiate reopeners in years two and three of the agreement on Article 24 – Salary, Article 7 – Employee Benefits Additional to Salary and up to two additional articles of each party’s choice.

**ARTICLE 2
RECOGNITION**

The District confirms recognition of the Association as the exclusive representative for that unit of certificated employees certified by the Public Employment Relations Board (PERB), being certificated employees including, but not limited to classroom teachers, librarians, speech pathologists, teacher on special assignment, nurses and special education teachers, excluding: the Superintendent, Assistant Superintendents, Directors, Associate Directors, Principals, Assistant Principals, Deans, Coordinators, Counselors, Psychologists, Adult Education Teachers, Substitute Teachers and employees in management, confidential or supervisory positions.

**ARTICLE 3
NEGOTIATION PROCEDURES**

- A. Not later than one hundred and twenty (120) calendar days prior to the date on which this Agreement expires, the Association shall submit to the District any change in this Agreement it wishes to incorporate in a successor agreement. Within thirty (30) calendar days of such submission by the Association, the District shall provide the Association

with any changes it wishes to incorporate in a successor Agreement. Any such successor Agreement reached between the parties shall be in writing and signed by them.

- B. Either party may utilize the services of outside consultants to assist in the negotiations.
- C. The parties may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- D. Negotiations shall take place at mutually agreeable times and places.
- E. The Association shall designate representatives who shall receive release time without loss of compensation.
- F. Upon their development, the District shall furnish the Association with two (2) copies of budgetary documents and other related public information to assist the Association in fulfilling its role as the exclusive bargaining representative.
- G. No later than October fifteenth (15th), the District shall furnish the Association with a list of placement on the salary schedule of personnel as of each year of this Contract, and no later than the second Tuesday following commencement of the second semester, with a list of placement on the salary schedule of personnel who were employed as of the first day of the second semester.
- H. Both parties agree to use the Standardized Account Code Structure (SACS) budgetary document when discussing district finances during negotiations. However, either party may bring/use additional documentation as necessary.

ARTICLE 4 DEFINITIONS

Assignment—The placement of a member of the unit at a specific level subject, or designated schedule (for special services).

Daily Rate of Pay—The annual salary of member of the unit divided by the number of days he/she is required to be on duty.

On Duty—That period of time during which a member of the unit is working and performing services for the District. It does not include duty free lunch periods.

Elementary—Grades Tk-5

High School—Grades 9-12

Hourly Rate of Pay—The daily rate of pay divided by six (6).

Instructional Day—That portion of a Contractual Day during which pupils are being taught.

Middle School—Grade 6-8

Staffing Pattern—A pattern of anticipated classes or subject area assignments within a designated school or program not containing the name of an employee.

Subject—A specialty taught as part of a curriculum (such as English, French, Math, etc.)

Contractual Day—A day in which teachers are on paid duty.

Special Education- any teacher and or student involved in the delivery or receipt of specialized academic instruction (SAI) and or related services.

**ARTICLE 5
EMPLOYEE LEGAL PROTECTION**

- A. In the event that a member of the unit, while in the course and scope of discharging his/her duties, should be battered, the District agrees to provide legal support for such member.
- B. The District will carry liability insurance to provide protection for members of the unit against property loss arising from battery or from civil suit relating thereto, initiated against such member for action while such member was in a reasonable and prudent manner performing duties in the course and scope of his/her employment.
- C. The District will carry liability insurance to provide protection for members of the unit against property loss arising from battery or from civil suit relating thereto, initiated against such member for action while such member was in a reasonable and prudent manner performing duties in the course and scope of his/her employment.
- D. The District shall reimburse members of the unit for any loss, damage or destruction of clothing or personal property due to battery on the member while on duty in the school, on the school

premises, or on a school-sponsored activity unless such damage is due to negligence or fault by the member. Any other cases resulting in loss or damage will be considered for reimbursement on an individual basis by the District.

- E. In other instances, personal property of the unit members will not be repaired or replaced in the event it is lost, stolen, or damaged.

**ARTICLE 6
CLASS SIZE**

Maintaining manageable class sizes within the District is an essential component of providing the district's students with a quality education. The purpose of this article is to establish a means for determining the number of bargaining unit members assigned to school sites and the size of classes taught:

- A. TK-3 :21.5
4-12 :30
Continuation School :22.1

Special Education: class sizes shall be determined within the scope and constraints of the laws, statutes, or penal codes which apply. The District shall attempt to maintain all mild to moderate class sizes at 25 or less and severely handicapped at 20 or less.

At the elementary level, this staffing ratio will become effective for the fall semester on the tenth (10th) school day after the commencement of school. In atypical circumstances the district may go to the fifteenth (15th) school day.

At the secondary level, this staffing ratio will become effective for the fall semester on the fifteenth (15th) school day after the commencement of school. In atypical circumstances the district may go to the twenty-fifth (25th) school day. For the spring semester, the staffing ratio shall be set on the tenth (10th) school day after the commencement of the semester except for atypical circumstances when the district may go to the fifteenth (15th) school day to set the ratio.

- B. Actual class size will vary in accordance with the staffing procedures used within a given school; however, individual class sizes shall be:

- TK-3 :22 (soft cap) to 24 (hard cap)
- 4-5 :33 (soft cap) to 35 (hard cap)
- 6-12 :38

With respect to grades 6-12, one (1) or more college prep, honors, and

advanced placement classes, not to exceed a maximum of five percent (5%) of such classes within a school (other than those referenced in Paragraph D and F of this Article) may have a class size of up to forty-two (42); provided that no teacher shall teach more than one (1) such college prep class a year. The purpose of this provision is to provide scheduling flexibility so as to accommodate additional students and avoid the creating of an additional section (e.g., forty-two [42] students desiring to take a class creating two [2] classes of approximately twenty-one [21] students each). For purposes of this section, blended classes (classes with non college-prep students) are excluded from this provision. Whenever possible, the District shall equitably distribute ELL, Special Education, and 504 students among classes in order to best meet the needs of students. The determination of the size of classes with special education pupils shall take into consideration any extraordinary demands on physical space, or supervisor needs.

- C. To assist the principal in assessing the need for determination of class size at a given site, in addition to consultation with staff, the following factors will be considered: space availability, time of year, acquisition of additional or temporary facilities (relocatable classrooms), number of stations, class loads and special needs students. If a member of the unit feels that an unreasonable number of students has been assigned to his/her class, a report may be filed with the principal with a copy to the Assistant Superintendent, Personnel Services. The site administration shall then meet with that teacher and explain the rationale for why the class sizes are not balanced.
- D. Classes at the middle and high school level in performing arts, business education, physical education and similar courses wherein it has been traditional in the school to have a larger class size, will not come under the provisions of this Article.
- E. Health shall be considered an academic class for the purpose of this Article.
- F. Secondary Physical Education Classes

At each middle and high school, classes - other than athletic P.E., marching band, and drill team - shall not exceed an average of fifty (50) students per class, per period, except that for one (1) period a day, up to fifty-five (55) students shall be permitted.

The fifty (50) student per class average will be applied to athletic P.E. cut classes if these classes include students enrolled for regular P.E. Each comprehensive high school will ensure that a physical education

teacher who is not coaching will be assigned to the athletic P.E. period for students dropped from teams or whose sports season has ended.

G. Combination Classes (TK-5)

Any grade K-3 teacher required to teach a combination class shall receive an annual stipend of one thousand seven hundred fifty dollars (\$1,750). Any elementary teacher grades 4-5 required to teach a combination class shall receive an annual stipend of three thousand two hundred fifty dollars (\$3,250). Effective with the beginning of the 2008-09 school year, the stipend shall be increased by the same (across-the-board) percentage increase given to the salary schedule (see Article 24). For purposes of this section, “required to teach” means a combination class created by variances in enrollment at a school site. It does not include combination classes which are the result of program design.

H. Teachers will receive a confidential, preliminary class list or will be provided the information electronically as part of the district student information system at least 24 hours in advance of the first day of instruction. Teachers will exercise discretion when seeking changes to preliminary lists. Any requested changes shall be addressed to the principal or assistant principal, as applicable. This provision applies to each first day of instruction (semester or trimester.)

I. Fourth and fifth grade teachers on an elementary school campus will be provided the equivalent of one on-site release day per school year. A teacher on an elementary school campus who is required to teach a combination class within the meaning of Section G above, will receive a total of three on-site release days per school year (to include the day provided to teachers.) Scheduling of the release day(s) will be by agreement of the principal and the teacher, taking into consideration the availability of subs of the day requested. Elementary principals shall make every effort to give prep time or support through the use of “specialists.” (Per Education Code 45343 – 45344)

**ARTICLE 7
EMPLOYEE BENEFITS ADDITIONAL TO SALARY**

*****Please see overview of health benefits at our internal website at**
<http://www.EmployeeHealthBenefits.conejousd.org/Departments/BusinessServices/EmployeeHealthBenefits.aspx>

District agrees to maintain medical benefit coverage provided below for all eligible members of the unit and their dependents. Dependent children are covered until age 26. Dependent children (ages 19 until age 26) who are full-time students in a post-secondary education program will be also eligible for, dental, vision, and life insurance. To be eligible under this provision, a post-secondary student must be enrolled in and successfully complete a minimum of twenty-four (24) or equivalent semester units per calendar year. Such eligibility is subject to annual written certification and/or verification (college transcript) by the employee to the District, or such other means as may be required by the health plan administrator. Post-secondary includes trade school, college or university.

Spouses of CVUSD employees (“spouses”) who can obtain medical coverage through their employer for \$400 or less (out of pocket) per month are not eligible for primary District medical coverage. A spouse utilizing medical coverage through their employer may be added as a dependent to receive “secondary coverage” through the district. The monthly premium to include them as a dependent would then apply. Secondary coverage is defined as medical insurance coverage billed after a spouse’s primary medical insurance is billed first. If a spouse loses coverage from his/her employer, or the fee is increased beyond the \$400 threshold, he/she may enroll in CVUSD’s plan at that time. Spouses are required to submit a Spouse/Domestic Partner Medical Coverage Verification form prior to receiving District benefits.

All spouses of eligible unit members may receive dental, vision, and life insurance coverage at no additional charge to the employee. Please check with the health benefits department to verify that all the appropriate paperwork has been submitted-

Every unit member eligible to receive medical benefits through CVUSD must pay a monthly medical premium contribution through payroll deduction. Please refer to the CVUSD Benefits web page for current information.

Should the Health & Welfare Fund ending balance exceed \$1,000,000 in June, at that time the parties shall reopen negotiations to discuss the reduction, or possible elimination of employee contributions to health benefits for the subsequent school year.

Effective dates of coverage for the benefits for members of the unit who are new hires or returnees from leaves of absence and who did not retain their coverage during such leave shall begin on the first day of the month following the date of their signing for such benefits but not sooner than October first (1st).

A. Medical Insurance

Employees may select coverage from the following options:

- a) The offered Blue Cross PPO Plan
 - b) The offered Blue Cross HMO Plan
 - c) The offered Kaiser HMO Plan
1. The following provisions shall apply to the District's Self-Insured (PPO) insurance plan:
- a) A unit member may appeal a contested claim through the appeal program provided for by the carrier. If such claim is not satisfactorily resolved it may be submitted in writing to the District on appeal. The District will respond in writing to the appeal, and provide the Association with a summary of the appeal and the District's response. If the unit member is not satisfied with the District's response to the appeal, the claim may be taken to arbitration under the rules of the American Arbitration Association. Respect for privacy (of claims) shall be maintained.
 - b) The District guarantees to fund and maintain the level of reserves as herein provided on a monthly basis at the level recommended by an actuary.
 - c) There shall be no change in administrator without prior notice and negotiation upon request.
 - d) District shall maintain appropriate stop loss coverage.

B. Paid Prescription

The District shall continue to provide the self-insured prescription plan in conjunction with the PPO plan which shall provide the same benefits as the plan currently in effect.

C. Dental Insurance

The District shall continue to provide the self-insured dental insurance coverage which shall provide the same level of benefits and services as the plan currently in effect with a maximum annual benefit of one thousand five hundred dollars (\$1,500) with a Premier Dentist, and one thousand seven hundred (\$1,700) with a PPO Dentist.

D. Vision Care Plan

The District shall continue to provide the self-insured vision care coverage which shall provide the same level of benefits and services as the plan currently in effect.

E. Life Insurance

The District shall provide a sum that shall provide for full coverage of the annual premium for each member of the unit for a decreasing term life insurance with dependent coverage of one thousand five hundred dollars (\$1,500).

F. Continuation of Coverage

Members of the unit who are absent on account of illness and who have exhausted their paid sick leave and members who are on Board-approved unpaid leave of absence shall have the option to continue to participate in employee benefits programs upon payment to the District of the monthly premiums associated with those programs. Payments to the District shall be made one (1) month in advance, no later than the final work day of the month for coverage the following month (e.g., for coverage in February, payment must be made by the last working day in January). Coverage will be terminated seven (7) calendar days following the first day of the month if the unit member fails to make timely payment.

G. Part-Time Employee Coverage

Individual unit members who are employed for less than full time but at least fifty percent (50%) or more FTE (except for Job Share), shall receive a pro rata allocation of benefit credit to purchase coverage through one of the District offered plans provided for under this Article. Unit members working less than .50 FTE (except for Job Share) may buy into medical, dental, vision and /or life insurance benefits at full cost. Payments must be made monthly, one (1) month in advance, by payroll deduction. . Unit members who wish to purchase coverage in one of the District Offered plans must do so within 30 days of initial part-time employment, upon receiving a subsequent increase in the FTE work assignment, or by providing written documentation of loss of paid insurance coverage from another source. Unit members who enroll in one of the District's coverage, and subsequently drop the coverage, may renew the coverage, only upon receiving a subsequent increase in the FTE work assignment, by providing written documentation of loss of paid insurance coverage from another source, or during the next open

enrollment period in May.

H. Duration of Benefits

The normal enrollment period for new employees' fringe benefit coverage is the month of August, with coverage starting September first (1st) and running through the following August thirty-first (31st) for those employees who work the entire year. Employees who work the fall semester only are covered by District paid fringe benefits from September through February (six [6] months), and employees who work for the spring semester only are covered by District-paid fringe benefits from February through July (six [6] months). Employees who work the spring semester and are subsequently contracted for full-time employment the following year are covered by District paid fringe benefits from February through August. The open enrollment period for changes of plans for continuing employees is the month of May with an effective date of July first (1st).

I. Tax-Sheltered Annuities

Members of the unit may participate in a District approved tax-sheltered annuity plan or custodial account plan with the District providing payroll deduction for this purpose.

J. A Section 125 Flexible Benefit Program will be available for unit members.

K. Early Retirement

1. Any unit member with ten (10) or more years of District service and who are more than fifty (50) years old and less than sixty-five (65) years old shall, upon retirement and receiving STRS benefits, be entitled to one of the District's HMO plans under Paragraph A above at his/her own expense, but at the District rates, until he/she is eligible for Medicare. The retiring unit member must enroll in the self-pay coverage prior to their effective date of retirement. If the retiring unit member subsequently drops the self-paid insurance coverage for any reason, they shall not be allowed to re-enroll in the program. Payments to the District shall be made one (1) month in advance, no later than the final work day of the month for coverage the following month (e.g., for coverage in February, payment must be made by the last working day in January). Coverage will be terminated seven (7) calendar days following the first day of the month if the retired unit member fails to make timely payment.

2. Employees who elect to retire between the ages of fifty-five (55) and sixty-four (64) years of age with fifteen (15) or more years of actual service in the District may apply for a District-paid medical program, which shall be in accordance with the following conditions and limitations:
 - a) Provisions embedded within this Agreement will impact all district employees who retire after June 30, 2014
 - b) Coverage must be under a HMO plan contracted for by the District for its active employees.
 - c) The District will pay the applicable premium for the eligible retiring employee. The retiring employee will need to pay the yearly negotiated contribution expense or any re-negotiated contribution expense to participate in a HMO plan offered by the District, until retiree becomes Medicare eligible. The retiree may purchase HMO coverage for his/her spouse, subject to payment no later than the first day of each month or coverage may be terminated seven (7) calendar days thereafter. The retiree is responsible for paying the entire cost of the District negotiated monthly premium for his/her spouse to participate in the selected HMO.
 - d) Retiring unit members should make every effort to notify the District in writing of their intent to retire by March 1 of the current school year to facilitate staffing.
 - e) Retirees under this program who would otherwise not be able to take advantage of the HMO Plan because the District HMO carrier(s) do not provide service at his/her domicile may elect to receive the equivalent dollar amount for the lowest cost HMO provider for insurance benefits.

L. Kaiser Medicare Supplemental Coverage

1. CVUSD shall make available to all retirees of Medicare age the Kaiser Medicare Supplemental Insurance program. The cost of the program shall be borne by the retiree.

M. Modification to Insurance Plans – Please refer to the CVUSD Benefits page under Evidence of Coverage (EOC) for current information.

**ARTICLE 8
WORK YEAR**

- A. The length of the unit member's work year for which they receive the compensation and benefits contained in this Contract shall be one hundred eighty-five (185) days. Newly hired unit members who are required to attend an orientation meeting shall be given a one hundred and fifty dollar (\$150) credit to the district contracted office supply company.
- B. Any member of the unit who is required to work beyond the number of working days described in Paragraph A above shall be paid for the hours worked on an hourly rate pro rata for the period worked above the applicable number of days described in Paragraph A above, as per his/her placement on the salary schedule.
- C. Members of the unit who are newly assigned to a school in the District will be invited to attend an orientation meeting at their new location one (1) day in advance of the return date for all unit members. In the event the newly assigned member does not attend the meeting, the member will, at the discretion of the principal, be responsible and subject to the evaluative process for acquiring the information and/or materials which were made available during the meeting, providing that the principal shall not require attendance at an undesirable time at which to impart such information and/or materials. If such is required, it shall be concluded prior to the opening of school for students.
- D. For current work calendars see the Conejo Valley Unified School District website at <http://www.conejousd.org/>
- E. In the event that a grading period coincides with a holiday break, UACT and CVUSD will meet to discuss dates.

**ARTICLE 9
WORK DAY**

- A. Members of the unit shall be on duty at their assigned site no less than thirty (30) minutes before the start of their first class or preparation period and through their last class or preparation period. In the event that a school has a minutes-neutral banked time schedule the amount of time before the start of the work day may be less than 30 minutes. Provided however, that the principal may require their presence during the thirty (30) minute period prior to the unit member's first class or preparation period and for a reasonable length of time following their last class or preparation period in order to see to loading of buses,

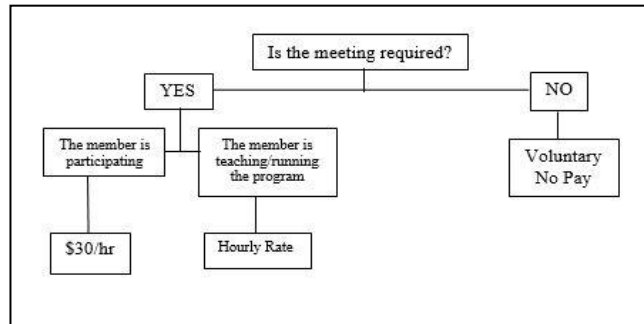
meeting with parents or attendance at such events as department meetings, curriculum committee meetings, and such other activities as authorized in the following sections.

- B. Except for emergencies, and as prescribed in Paragraph A above, there shall be a maximum of twenty (20) meetings per year:
 - 1. Staff meetings before or after school shall not exceed sixty (60) minutes in length.
 - 2. Staff meetings after school shall begin no later than twenty (20) minutes after the regular dismissal time.
 - 3. Morning staff meetings shall conclude no later than fifteen (15) minutes prior to the start of school.
 - 4. A tentative meeting schedule will be developed at the beginning of the school year. A reasonable effort will be made to adhere to that schedule.
 - 5. Attendance at all other non-emergency staff meetings shall be on a voluntary basis. For purposes of this Article, an “emergency” shall be defined to mean any condition which could not reasonably have been foreseen and which is required in order to most effectively serve the interests of students.
 - 6. Special education teachers shall be required to attend no more than two of these staff/department meetings per month. In the event that they must attend a district special education meeting that month, they may choose which site meeting to attend by mutual agreement with site administration.
- C. Notwithstanding any provision of this Contract to the contrary (including among others those in Paragraph B above), members of the unit who are assigned as teachers of Special Education classes and teachers of designated services shall be required to attend at least one (1) of the meetings referred to in Paragraph B above and also one (1) Special Education or specialists’ staff meeting per month, which meeting, while not within the instructional day, shall be considered to be within the work day.
- D. Notwithstanding any provision of this contract to the contrary (including but not limited to Article 25), every unit member may be required to perform one (1) extra non-paid assignment.

1. Secondary Schools: Examples of extra non-paid assignments in secondary are substituting during preparation period for up to twelve (12) times, club advisor, etc.; or performing any other non-instructional duty necessary to the functioning of the school, after consultation with staff and opportunity is given to provide volunteers for such other non-instructional duties.
 2. Elementary Schools: Examples of extra non-paid assignments in elementary are chorus director, yearbook advisor, school newspaper advisor, etc.; or performing any other non-instructional duty necessary to the functioning of the school, after consultation with staff and opportunity is given to provide volunteers for such other non-instructional duties.
 3. In the event the unit member is elected to School Site Council or UACT representative, the unit member may be given one (1) additional duty assignment. A teacher may request an assignment that can be reasonably expected not to exceed approximately two (2) hours. However, the parties agree that teachers will not be discouraged from volunteering to perform other assignments. The parties agree that service on Site Councils, UACT duties or Advisory Committees is voluntary service and not required service.
 4. The District and Association recognize that the manner in which elementary extra duty assignments have been divided does not work well at school sites. In order to provide for greater flexibility schools may propose a pilot program of their own design to their staffs for the division of extra duties. Implementation of the proposed pilot program is contingent on an annual staff vote of 75% in favor of continuing the pilot. Schools shall make every effort to limit the number of extra duties to those which are essential to the running of the school or are traditional school activities which have the support of the staff. The implementation of a pilot program should not expand the number or duration of extra duties at a school site.
 5. Unit members may create projects of their own volition on a voluntary basis, which may or may not be an adjunct duty pending approval from site administration. Once established, these activities will not be considered past practice.
- E. Every reasonable effort shall be made by the administration to make the assignment of such other non-instructional duties to be as evenly distributed as operationally practical in terms of number, time

commitment and desirability. Any grievance related to such assignments shall be limited to a claim pertaining to the number, time commitment and desirability of such assignment, taking into account the best interests of the students impacted by such assignment.

- F. Within the constraints of this article, the assignment of specific duties during any period of the working day, including both the instructional day and that portion of the working day before and after the instructional day, and the time and facilities necessary for this accomplishment, is the responsibility of the principal.
- G. Members of the unit are required to attend one (1) night program per semester without additional compensation. When additional attendance is mutually agreed upon between the member(s) and the principal, the participating member(s) shall receive compensation per Article 27 Section B (p.62) for the number of hours that he/she is at the event. Fundraisers and events resulting from adjunct duties are exempt from the hourly rate. Principals shall notify bargaining unit members within the first ten calendar days of the work year of the tentative dates of all required night time events.



- H. Teacher instructional minutes shall be as follows:
 - 1. The number of instructional minutes shall meet SB 813 minimums plus up to one hundred eighty (180) minutes per grade level for rounding off.

<u>Grades</u>	<u>Instructional Minutes</u>
9-12	365
6-8	325
4-5	305
1-3	285
TK	200

2. Student-free days for district in-service shall be counted toward instructional time to the extent authorized by law. Such days are considered regular work days for members of the unit.
3. Regular, student-free and minimum days in grades K-12 shall be as follows:
 - a. TK-5: Five (5) minimum days for parent conferences, three (3) student-free days for in-service (three [3] mandatory) and one (1) minimum day (last day of school).
 - b. 6-7-8: Four (4) minimum days (three [3] for testing including District testing, one [1] last day of school), three (3) mandatory days for teacher in-service activities.
 - c. 9-12: Six (6) shortened days (finals– three [3] per semester), one (1) minimum day (District testing), three (3) mandatory days for teacher in-service activities.
 - d. Additional minimum and/or pupil-free days for program evaluation and improvement activities and/or accreditations such as WASC may be granted by the District.
- I. Kindergarten teachers shall be used as instructors in the kindergarten program. When kindergarten teachers are not utilized as instructors in the kindergarten program, they will be assigned as instructors in the primary program so that their student contact time is equivalent to the primary teachers' student contact time. Kindergarten teachers participating in the extended day kindergarten program are exempt from this provision. Schools transitioning from traditional kindergarten schedules to extended day schedules must adhere to the following process: Proposals must be brought to a minimum of 2 staff meetings. This will allow the collaboration time necessary to examine logistics, challenges and resolutions prior to representations made to PTA/PFA and SSC committees. Site administrators will work closely with impacted teachers to ease the transition when possible.
- J. Extended Day
 1. Teaching an Extra Class - Any teacher who teaches an additional period beyond a 1.0 FTE will receive an additional one-sixth (1/6) of his/her salary for the period taught. Except as set forth above, any additional instructional assignments will be paid on the employee's hourly rate based on a six (6)-hour instructional day. Teachers assigned to a site offering an extended day will be

provided the opportunity to apply to teach an additional period and the principal shall retain the right to select the person(s) to teach the classes.

2. Teaching Before-School Classes – Traditional secondary master schedules may include classes that occur before the start of the regular school day. The staffing of these classes must be done on a voluntary basis. If a teacher does choose to teach a before-school class it will be included in his/her regular contract day, and not result in having two preparation periods, unless mutually agreed upon. When offering a before-school class the principal must inform the member that they will be required to stay late on days of regularly scheduled staff and/or department meetings.

K. Compensation/Bus Duty

1. At the TK-5 grade levels, the District shall provide campus supervisors to supervise students during the morning bus and/or yard duty recess periods. In an emergency, it is understood and agreed that unit members will continue to retain responsibility for the assigned bus/yard duty schedule, and to personally provide such supervision if the assigned campus supervisor requests assistance or is not in attendance. In the event that the unit employee personally provides such supervisory duties for substantially the entire recess period, the unit employee will be paid at the campus supervisor rate. Nothing in this paragraph shall be construed to prohibit the unit employee from requesting to personally provide such yard duty supervision at the established rate of pay in lieu of campus supervisor personnel.
2. Class Coverage – All class coverage that does not fall under the provision of a member's adjunct duty to substitute during their preparation period for up to twelve (12) times, shall be voluntary (except in the case of an emergency) and compensated at the established contractual rate.
 - a. If the period being covered falls outside of the covering unit member's regular day he/she shall be compensated at his/her hourly rate.
 - b. If the period being covered falls within the covering unit member's regular day he/she shall be compensated at the hourly sub rate.

- L. The parties recognize that the traditional work schedule may not fit the needs of every school. In particular, some schools may desire to

restructure their schedules in order to facilitate teacher collaboration. A restructured schedule is permissible provided the following conditions are met:

1. The primary purpose of the restructured work day is teacher collaboration;
2. Teacher directed collaborative activities will be designed with the input of the site leadership team and site administration with a dedicated focus on site and district goals;
3. Meeting time may be used in a variety of ways to meet school improvement and staff development goals (e.g., small group collaboration committee work, department in-services, data review to improve instruction);
4. Teacher participation in the collaborative activities is strongly encouraged but not required. If the school adopts a minutes-neutral banked time schedule (i.e., banked time does not result in any increase to the teacher work day), all teachers, even those who do not participate in the program, must remain on campus for the length of the mandatory duty day. If the school adopts a banked time schedule that is not minutes-neutral, teachers who choose not to participate in the collaborative activities may leave the school site during the collaboration time.
5. Conversion to the restructured work schedule requires an affirmative vote by the following percentages of the school's faculty:
 - a. Minutes-neutral (i.e., banked time does not result in any increase to the teacher work day) - 70%
 - b. Not minutes neutral - 80%
6. The election will be done by secret ballot; the voting process will be conducted by UACT representatives. Prior to conducting the election, the school principal will send a copy of the proposed restructured work schedule to the Assistant Superintendent, Instructional Services to insure compliance with legal requirements and instructional minutes minimums established by the Education Code; and a copy to the association.
7. If a restructured schedule is adopted, the school will conduct a vote to determine whether to continue at the end of the first school year, and every three (3) years thereafter. The district shall track and notify site administration and UACT of a school's need to vote. If a majority vote to withdraw from the restructured schedule, the

schedule will revert to the schedule in existence prior to entering into the restructured schedule.

- M. Each full-time secondary teacher shall be afforded one scheduled class period daily, or its equivalent, as a preparation period.
- N. No teacher shall be involuntarily deprived of a thirty (30) minute duty free lunch.
- O. Student/Parent Communication

This article applies to secondary teachers only.

It is the goal of the parties to increase school to home communication. In an effort to keep students/parents informed teachers shall post information about their class such as projects, and the dates of upcoming assessments, to students/parents via the internet. Systems that would facilitate this include, but are not limited to, the Q system (Class News), a teacher's website, student information system (SIS) and email blast to all parents. Teachers may use scanned documents (syllabi, assignments, test preparation, etc.) to communicate with parents/students rather than entering the information manually on to a website. Parents shall be informed of the means of communication at back to school night and the counseling office shall maintain a list of each teacher's method of communication.

The parties agree that students/parents should be provided with an itemized report of the calculation of grades. Teachers shall utilize an electronic gradebook and provide students/parents with reports at least at the conclusion of each progress report and grading period via the internet. Students without internet access at home may be provided with a print out of their grade report upon request. Parents shall be informed of how to view a teacher's grade report at back to school night and on the school's website.

It is understood that it is the responsibility of the district to give teachers adequate resources to facilitate the use of an available electronic gradebook, this includes, but is not limited to, working computers, stable internet access and training/support for the program. The parties acknowledge that it is a goal of the district to move towards the universal use of the district student information system. It is understood that in order for this to happen, the gradebook system must be reliable, take grade entries quickly, be secure, stable, and accessible. The district and association agree to

continue to work towards resolving the issues with the SIS that hamper the effectiveness of this system.

The parties also agree that teachers not currently using electronic grade books/websites/Q Class News may need additional training and support as they move towards using these means of communication. As teachers transition to electronic communication a teacher's evaluation cannot be negatively impacted in the CSTPs regarding parent communication.

The parties agree to research programs to find which provide the most streamlined and effective means to communicate with students/parents.

ARTICLE 10 LEAVES OF ABSENCE

Leaves are defined as authorized time away from work and may be with or without pay as specified herein. Length of the leave of absence shall be within the minimum and maximum allowance of time designated. Members of the unit are required to apply to their principals (or immediate supervisor in the case of the District Office) for authorized leaves of absence on the District Leave of Absence form.

Members of the unit who are going to be absent from duty for any reason shall notify the appropriate individual as far in advance as possible.

The District shall not be held liable for the payment of any additional compensation or damage arising from the death or injury of any employee on leave of absence.

Prior to a planned leave of absence the unit member will meet with his/her site administrator to make a plan for appropriate communication between the work site and the unit member while on leave.

A. Sick Leave

1. An employee's absence from work, but not from a leave status due to illness or injury, shall be designated as "sick leave" and shall be time off with pay.
2. Sick leave privileges begin on the first (1st) day that the employee is to report for duty and shall apply even though the employee might be absent due to illness on the first (1st) day of school.

Absences beyond accumulated leave shall be unpaid unless the employee meets other provisions within this article.

3. Transfer of Sick Leave — If a member of the unit desires transfer of sick leave, the District will make available a form so that the individual may request such credit from a former school district within the State of California for the accumulated leave of absence for illness or injury to which that member is or was entitled under Education Code 44979 at the time of separation.
4. Sick Leave Notification to Employees—Each employee will be notified on the monthly paycheck of the amount of sick leave that such employee has on balance.
5. The Assistant Superintendent, Personnel Services, may require a physician's certificate to verify an employee's illness and/or recovery sufficient to permit performance of his/her contractual duties before the employee may return to duty.

B. Absence Beyond Accumulated Sick Leave for Long-Term Injury or Illness

1. When a unit member has exhausted all available sick leave, including all accumulated sick leave, catastrophic leave, and continues to be absent from his or her duties on account of the same documented illness or accident for an additional period of five (5) school months or one-hundred (100) work days, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the position or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. In no case shall the deduction exceed the current long-term daily rate for a substitute.

For purposes of this article:

- a. The sick leave, including accumulated sick leave and the five (5)-month period shall run consecutively;
- b. A unit member shall not be provided more than one (1) five (5)-month period per illness or accident. However, if a school year terminates before the five (5)-month period is exhausted,

the unit member may take the balance of the five (5)-month period in the subsequent school year.

2. These days of additional paid sick leave shall not exceed five (5) school months in the school year, shall not be cumulative and shall be exclusive of any other paid leave to which the employee may be entitled.

C. Leave for Personal Necessity

1. In addition to the sick leave provisions above, up to ten (10) days of the ten (10) days of annual accrued leave of absence for illness or injury may be used annually by the employee, in case of personal necessity. No such accumulated leave of absence in excess of ten (10) days may be used in any school year for the purposes enumerated in this section. The section does not entitle any employee to any additional leave.
2. For purposes of this Section, personal necessity means significant lifecycle events of the member or his/her immediate family (such as weddings, graduations, divorces, paternity, births); family emergencies which endanger the safety or health of the immediate family; religious holiday observances; illness of members of the immediate family; damage or serious threat to employee's property or the property of members of the immediate family.

Based on reasonable suspicion, the District has the power and duty to review the stipulations of bona fide need for personal necessity by the unit member. For purposes of this Section, "reasonable suspicion" means that there is a demonstrable reason to doubt the authorized use of personal necessity.

3. Whenever utilization of Personal Necessity Leave can be anticipated in advance, maximum and reasonable advance notification of intent to take the leave shall be given to the principal or designee. In requesting Personal Necessity Leave, the unit member is certifying that utilization of the leave is consistent with the criteria listed in Subparagraph 2 of this Section.

D. Industrial Accident and Illness Leave

Employees shall be entitled to industrial accident and illness leave as provided for below provided the employee has promptly reported the on-the-job accident or illness as soon as evidenced, has consulted his/her previously designated personal physician or a District-approved doctor,

has obtained the attending physician's authorization to be off work, and has otherwise complied with the District's administrative procedures for the processing of such claims.

1. When a unit employee is necessarily absent from his/her duties on account of an industrial accident or illness, such employee shall be paid such portion of the salary due the employee for any month in which the absence occurs as, when added to employee's temporary disability indemnity under the Labor Code, will result in a payment to the employee of not more than his/her full salary. The term "full salary" as used herein shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is used in Section 4453 of the Labor Code. For purposes of this Section, however, the maximum and minimum average weekly earnings set forth in Section 4453 shall otherwise not be deemed applicable.
2. Such leave shall be granted for up to sixty (60) days in any one (1) fiscal year for the same accident during such times that the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District.
3. Allowable leave shall not be accumulated from fiscal year to fiscal year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
4. Pay for industrial accident and illness leave shall commence on the first day of absence; provided however that the District shall recoup from the employee any benefits provided hereunder if it is subsequently determined by competent legal authority that the employee had not been entitled to such benefits.
5. Upon termination of the sixty (60) days of industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Codes 44977, 44978, and 44983, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the sixty (60) day industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her disability indemnity, will result in a payment to him/her of not more than his/her full salary.
6. Any employee receiving benefits under this Section shall, during periods of injury or illness, remain within the State of California

unless the District authorizes travel outside the state.

E. Jury Duty

The District agrees to grant to unit members called for jury duty the standard required by law which is paid leave of absence for one (1) day or one (1) trial. Unit members summoned to jury duty shall submit signed official court validation for each day of jury duty served to the District at the completion of jury service. The District shall pay the unit member's salary and upon receipt from the unit member of the "Confirmation of Service" issued by jury services listing the date(s) of service, the District will deduct the jury duty per diem paid directly by the Court to the unit member from the salary for each day served. The unit member does not have to reimburse to the District the amount awarded by the Court for mileage and expenses. Unit members shall report to work during any day or portion thereof in which jury duty services are not required.

A unit member who receives notice to appear for jury duty during the school year may voluntarily postpone jury duty to non-work year days (i.e., during summer, winter and spring breaks) and shall be compensated at the current daily substitute rate for each non-work year day of actual jury duty served. The procedure for such postponement and compensation is as follows:

1. Attach a copy of the original jury duty notice, written statement concerning postponement, and signed official court validation for each day of jury duty served. Evidence of actual jury service, rather than telephone availability, must be submitted to the District. Documentation to be submitted after jury duty has been served.
2. Forward these documents to the Assistant Superintendent, Personnel Services.
3. For purpose of this Article, unit members contracted to teach summer school are not eligible for jury duty compensation.
4. The District may require further verification of any/all of the above mentioned documentation.

F. Absence in Response to Court Subpoena

If a member of the unit, other than a plaintiff or complainant, in an action against the District or one of its agents, is necessarily absent from work in attendance at a trial, hearing or other legal proceeding in

response to an official order from a governmental jurisdiction or to appear before a grand jury or in a criminal or civil case before a United States Court or a Court of California, no deductions will be made from the employee's salary on account of such absence, provided that in any case in which a fee is paid to the employee, such fee shall be deducted from the normal salary due to the employee for the period of absence. The term "complainant" as used in this Section shall include unit employees appearing at the request of the Association in PERB and arbitration proceedings and any court appeals there from.

G. Maternity/Adoption Leave

An employee's absence from work due to pregnancy shall be designated as maternity leave and shall be absence without pay, except that prior to the birth of the child and immediately following the birth of the child, all sick leave and absence for illness beyond accumulated sick leave may be used for the period of time that the employee is certified as physically disabled by her physician.

1. A member of the unit who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and up to one (1) year after her physician states she is capable of returning to work following the birth of her child. Said teacher shall notify the Assistant Superintendent, Personnel Services, in writing of her desire to take such leave. A teacher who is pregnant may continue in active employment as late into the pregnancy as she desires provided she is able to properly perform her required functions and without jeopardizing her health, as determined by her physician.
2. While on maternity leave, a teacher shall have the option to remain an active participant in the District fringe benefit programs by contributing thereto the necessary premiums each month; recognizing that while the employee is on paid sick leave status as referred to in the first paragraph of this Section, she will continue to receive benefits to the extent provided by this Contract.
3. A teacher on maternity leave shall not be denied the opportunity to substitute in the District by reason of the fact that she is on such leave of absence.
4. Return to service shall coincide with the beginning of a semester unless the Assistant Superintendent, Personnel Services, approves an earlier date.

5. An employee's absence from work due to the adoption of a child shall be designated as maternity/FMLA leave and shall be absence without pay once all accumulated sick leave has been exhausted. Whenever utilization of maternity/FMLA leave for adoption can be anticipated in advance, maximum and reasonable advance notification of intent to take the leave shall be given to the principal or designee.
6. Employees who become pregnant may use up to six (6) weeks of accrued sick leave for a pregnancy after the birth of her child for a typical birth. For a delivery requiring a C-Section an employee may use up to eight (8) weeks of accrued sick leave.
7. Employees may also use more accrued sick days prior to and after the birth of the child with the written request of her doctor.
8. Employees who adopt may use up to six (6) weeks of accrued sick leave from the time of the adoption for the purposes of child rearing.
9. If an employee exhausts all of her sick days, but needs more time per a doctor's written request, she may go on differential pay for the doctor's prescribed time, but not to exceed five (5) calendar months.
10. If an employee exhausts her accrued sick days and differential pay she may go on FMLA leave for up to 12 weeks. It is understood that this leave is unpaid, but the employee maintains her health benefits and loses no seniority and/or rights afforded her by local, state, and federal statute.

H. Bereavement Leave

1. In case of the death of a spouse, domestic partner (as identified with appropriate paperwork), parent, grandparent, child, grandchild, sibling, son-in-law or daughter-in-law of a member of the unit or the death of a parent, grandparent, child or grandchild of the spouse of such member or any relative of either the member or the member's spouse living in the immediate household, such member shall receive up to five (5) working days of leave, for which he/she shall receive his/her salary.
2. Absences beyond those days granted will be deducted from the employee's personal necessity leave, or up to seven (7) sick days if the unit member has exhausted personal necessity leave.

I. Military Leave of Absence

A military leave of absence shall be arranged between the individual employee and the District through the Superintendent in compliance with federal and state regulation. Upon return to his/her position in the District, the employee shall have all the rights and privileges which he/she would have enjoyed if he/she had not been absent from the District.

(Division 2, Part 1, Military and Veteran's Code and Education Code 44931, 45059 and 44800)

J. Sabbatical Leave

The provision of a paid Sabbatical Leave of absence is suspended for the duration of this Contract.

K. Exchange Leave of Absence

For the duration of the Contract, leaves of absence may be granted to members of the unit upon their acceptance into a teacher exchange program (such as Fulbright teacher exchange or the International Educational and Cultural Exchange Program under the conditions as prescribed by the Assistant Superintendent, Personnel Services, including provisions that employees shall be eligible for leave under this Section after completion of three (3) complete consecutive years of satisfactory teaching in the District and that salary paid during an Exchange Leave of Absence shall be in accordance with the terms of the exchange program.

L. Other Leave of Absence

A leave may be granted for other purposes at the discretion of the Board.

M. Family Care and Medical Leave

1. Pursuant to state and federal law, the District will provide Family and Medical Care Leave for eligible unit members. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code

12945.2). Unless otherwise provided, "Leave" under this Paragraph shall mean leave pursuant to the FMLA and CFRA.

During any period an employee takes unpaid family care and medical leave, the District shall maintain and pay for coverage for health benefits pursuant to the conditions of Article 7 of this Agreement to the extent required by the FMLA and CFRA.

2. Eligible members are entitled to a total of twelve (12) work weeks of leave during any twelve (12)-month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The twelve (12)-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continue with each additional leave day taken. Thus, whenever a member requests leave, the District will look back over the previous twelve (12)-month period to determine how much leave has been used in determining how much leave a member is entitled to.

3. The right to Family Care and Medical Leave shall be in addition to any other leave to which employees are entitled under this Agreement. If a member uses the leave under this Paragraph for any reason permitted under the law, he/she must exhaust all other accrued leaves (except sick leave) in connection with the leave.

If a member requests leave for his/her own serious health condition, the member must exhaust sick leave prior to utilizing Family Care and Medical Leave.

4. Upon the termination of the leave, an employee shall have a right to reinstatement in the same position he/she occupied prior to the leave provided the employee is absent no longer than twelve (12) weeks.
5. An employee's absence from work due to the adoption of a child shall be designated as maternity/FMLA leave and shall be absence without pay once accumulated sick leave, up to 6 weeks (as allowed in G, 8 of this article) has been exhausted. Whenever utilization of maternity/FMLA leave for adoption can be anticipated in advance, maximum and reasonable advance notification of intent to take the leave shall be given to the principal or designee.

N. Catastrophic Leave Program

A “catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

“Members of the employee’s family” shall be limited to mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the domestic partner (as identified by appropriate paperwork), son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate house of the employee. (Education Code 44043.5(a)1)

The intent of this particular leave is to provide unit members economic relief for devastating personal health circumstances. Catastrophic leave may not be used for:

1. Elective surgery.
2. Personal necessity leave.
3. Normal pregnancy.
4. Substance Abuse Rehabilitation.
5. Bereavement.

A permanent employee may request up to one hundred (100) additional days of sick leave, in any twelve (12)-month period, as a result of a catastrophic illness or injury.

Whenever possible, an employee must submit a request for the additional days to Personnel Services at least fifteen (15) working days before he/she expects to exhaust all accrued sick leave. The unit member is required to submit a physician’s verification to Personnel Services which clearly states the unit member is incapable of meeting the responsibilities of his/her normal work assignment due to devastating personal health circumstances.

The Assistant Superintendent, Personnel Services, shall determine if the illness or injury meets the appropriate criteria. If the Assistant Superintendent determines that the illness or injury meets the appropriate criteria than he/she will inform the Association President that an employee has requested catastrophic leave. The Assistant Superintendent, Personnel Services, shall arrange for a meeting of the Catastrophic Review Committee. The Catastrophic Review Committee

shall consist of two (2) representatives appointed by the Association President and two (2) members appointed by the Superintendent or his/her designee.

Upon notification by the Review Committee, the Association shall contact unit members and request that they donate up to five (5) of their personal sick leave days for use by the employee requesting the catastrophic leave. Unit members with fewer than ten (10) days of accumulated sick leave days are not eligible to contribute sick leave days to the Catastrophic Leave Program. All donated sick leave days must be for full days. Unit members will authorize their donation on a signed Association form.

The Association will hold a lottery, assign each donor a number, and prepare a list that will be sent to the Assistant Superintendent, Personnel Services. The Association will submit the signed forms of unit members donating sick leave days to Personnel Services. Each eligible donor on the list will be charged a day as it is used.

At the end of each catastrophic leave, the Payroll Department will return a copy of the list to the Association, indicating the number of days actually used and to whom they were charged. The Association will then notify all unit member donors of their status. Unused days will be returned to the unit member at the conclusion of the catastrophic leave for which they were donated.

O. Parental Leave

A member may take up to ten consecutive days of accrued sick leave for parental leave for the birth or the adoption of a child. The ten days must be connected to the actual date of birth or adoption. The intent is for the member to be able to take days prior to, and or after the birth/adoption.

**ARTICLE 11
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

- A. Any member of the unit who is a member of the Association, or who has applied for membership, may sign and deliver to the District an authorization for deduction of unified membership dues for the Association. Such authorization shall, unless sooner revoked, continue in effect for the duration of this Contract. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary warrant of the member each month for ten (10) months per school year.

- B. Insofar as possible within the limits of the bookkeeping capabilities of the District, upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance without charge to the Association or to the teacher for District-approved insurance and tax-sheltered annuity plans, credit union, savings bonds or any other plans or programs approved by the District.
- C. Any unit member who is not a member of the Unified Association of Conejo Teachers, CTA/NEA, or who does not make application for membership within thirty (30) days of the implementation date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the unit following the implementation date of this Agreement, shall either become a member of the Association or pay to the Association a representation fee.

The amount of the representation fee shall be determined by the Association subject to applicable law. In no event may the amount exceed the normal periodic membership dues applicable to Association members.

The representation fee is payable to the Association in one (1) lump sum cash payment or the unit member may authorize payroll deductions for such fee in the same manner as provided in Paragraph A of this Article.

In the event that a unit member shall not pay the representation fee directly to the Association, authorize payment through payroll deductions, or qualify for religious exemption under the conditions set forth below, the Association shall so inform the District and the District shall initiate automatic payroll deductions, as provided in Education Code 45061 and in the same manner as set forth in Paragraph A of this Article.

- D. The Association represents that the collection, administration and use of representation fee funds shall be in conformance with the law. The Association shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Association's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

Each non-member who is required to pay an agency fee shall annually receive written notification from the Association of the amount of the deduction and the procedure which he/she must follow to receive a

rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee.

- E. With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees to remit such monies promptly to the Association accompanied by a list indicating any changes in personnel from what had been provided in a list at the beginning of the year.
- F. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, CTA/NEA. Such unit member shall pay, in lieu of a service fee, a sum equal to the agency fee (proportionate share of the Association's cost of legally authorized representational services), to a non-religious, non-labor, charitable organization exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code agreed to in writing by the unit member and Association. Examples of such organizations which can be contributed to are:

- American Red Cross
- American Cancer Society
- American Heart Association
- AIDS Project – L.A.
- Children's Hospital
- Conejo Schools Foundation
- CTA Disaster Relief Fund
- Multiple Sclerosis Society of Southern California

Such payment shall be made on or before November first (1st) of each school year or the unit member shall authorize payroll deduction in the same manner as provided in Paragraph A of this Section.

Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this Section, shall be made on an annual basis to the Association and the District as a condition of continued exemption from the Agency fee provisions. Proof of payment shall be in the form of receipts, authorized payroll deductions, or canceled checks, indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or about November first (1st) of each school year.

- G. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- H. The Association agrees to fully indemnify, defend and hold harmless, the District (and its officers, employees and agents) against any claim, action, liability, judgments or settlements regarding the legality of the provisions or impacts of this Section or any action taken by or on behalf of the District in implementing this Section. The Association shall have the right to determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, tried or appealed; provided however, that the District may retain its own attorney and shall have the right to be consulted before any of the foregoing decisions are made.

**ARTICLE 12
CONFORMITY TO LAW CLAUSE**

If any provision of this Contract of Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or endorsed except to the extent permitted by law, except that all other provisions of this Agreement shall continue in effect.

**ARTICLE 13
SUBORDINATION CLAUSE**

Any contract between the District and an individual member of the unit heretofore executed shall, to the extent permitted by law, be subject to the terms and conditions of this Contract of Agreement.

**ARTICLE 14
PERSONNEL FILE**

- A. A member of the unit shall have the right to examine his/her personnel file, except for confidential placement-related and examination items, at the District Office, at reasonable times, in the presence of a representative of the District, within the provisions of the law. An Association representative may be present upon request of the unit member.
- B. Among the expected types of material to be placed in teachers' files are teacher evaluations, observations, copies of contracts, health clearances, transcripts, record of assignments, certifications, and letters of commendation and disapprobation.

- C. Confidential placement-related and examination items, as referred to above, and which are not subject to inspection, include ratings, reports, or records which:
 - 1. Were obtained prior to the employment of the person involved.
 - 2. Were prepared by identifiable examination committee members.
 - 3. Were obtained in connection with a promotional examination.
- D. Information of a derogatory nature shall not be entered or filed unless and until the teacher is given written notice and an opportunity to review and comment thereon. A teacher shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Reasonable opportunity shall be provided to unit employees to exercise their right under this Paragraph on release time without loss of pay.
- E. No information of an anonymous nature shall be placed in the official personnel file of a member of the unit.
- F. A member of the unit shall have the right to authorize, in writing, an attorney or representative to examine those parts of his/her personnel file which such employee has a right to examine and to obtain copies of items within that portion of the file.
- G. In the event that derogatory information entered in a personnel file is based on fact(s) subsequently proven to be incorrect, and such derogatory information would not have been entered but for the perceived accuracy of such fact(s), such information shall be expunged in a manner consistent with law.
- H. Prior to releasing information from the personnel file to a third party in response to any request as a result of statute or subpoena, the District shall inform the current or former unit member who is the subject of the request, and UACT, in writing within ten (10) calendar days of the received request. Written notification to the former unit member shall be mailed to the last known address.

ARTICLE 15
EMPLOYEE EVALUATION PROCEDURES

- A. General
 - 1. Members of the unit are formally evaluated by their principal or his/her designee (or immediate supervisor in the case of the District Office) at least on an annual basis, except that

commencing with the fifth (5th) year of teaching in the District, unit members shall be evaluated at least every second (2nd) year until the member reaches 10 years in the District.

“In accordance with Education Code § 44664 (a)(3), unit members shall be evaluated once every five years, provided the following conditions are met:

- a. The unit member has been employed by the District for at least ten years;
 - b. The unit member is considered "highly qualified" within the meaning of the "No Child Left Behind Act of 2001" (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801;
 - c. The unit member's previous evaluation rated the employee as meeting or exceeding standards; and
 - d. The evaluator and the unit member agree to such an evaluation schedule. The unit member or the evaluator may withdraw consent for this extended evaluation schedule at any time."
2. Department chairpersons shall submit a written observation report to the principal after discussing the observation with the teacher. Both the teacher and the department chairperson shall sign the observation report and retain copies.
 3. In the case of personnel organizationally located in the District Office but who operate at more than one (1) school, the principals or their designees shall submit written observation reports to the appropriate Assistant Superintendent or Director in the same manner as department chairpersons submit them to the principal. If there should be a question raised as to the observation by either the observer or the observee, either may request that the matter be referred to the immediate supervisor. Evaluation reports shall be prepared by the principal or assistant principal (or immediate supervisor in the case of the District Office). Both the teacher and the person preparing the evaluation shall sign the evaluation report and retain copies. The teacher may file a rebuttal of the evaluation to be attached hereto.

B. Evaluation Calendar

1. The principal (or immediate supervisor in the case of the District Office) is responsible for informing the staff of the evaluation procedures during the first (1st) week of school.

2. Between September fifteenth (15th) and November first (1st), the evaluator and evaluatee shall meet to establish mutually agreed-upon written objectives, techniques, and methods for assessment and evaluation. When agreement upon objectives cannot be reached between the evaluator and the evaluatee at the first conference, a second conference shall be scheduled as soon as possible after the first conference. If the evaluator and evaluatee still cannot reach agreement, the matter will then be referred to the Assistant Superintendent, Instructional Services, or his/her designee for resolution.
3. At times throughout the school year, as determined by the principal (or immediate supervisor in the case of the District Office), formal observation and visitations may be made by his/her as evaluator.

A conference will be held to review and to revise the objectives whenever course or grade assignments are changed. At the option of either the evaluator or the evaluatee, additional conferences will be held to review the objectives, but these shall be limited to not more than one (1) conference per quarter except where, in the opinion of the principal (or immediate supervisor in the case of the District Office), extenuating circumstances dictate the advisability of the additional conferences.

In the event that the evaluator deems the evaluatee needs improvement or is unsatisfactory in his/her performance, the evaluator will so indicate in a written statement on the observation/evaluation form, listing suggestions for improvement.

The evaluator shall confer with the evaluatee, making specific recommendations as to areas of improvement, and endeavor to assist him/her in such performance. Additional observation and review conferences may be conducted as necessary. Review conferences shall be held at a time mutually agreed upon between the evaluatee and the evaluator.

4. Except in the case of extraordinary circumstances, by March first (1st) all members of the unit will have received a written report of at least one (1) formal classroom observation from the administrator (or his/her designee) assigned to the unit member's evaluation. For the purpose of evaluation, at least one (1) such observation report shall be based on a classroom observation of approximately twenty (20) minutes or more in length.

An observation report will be written for each formal observation. A conference will be held for each formal observation for the purpose of discussing the details therein. The observation report(s) shall become part of the basis for preparation of the unit member's formal evaluation.

At least one (1) formal, written evaluation and a conference will be completed no later than thirty (30) days before the last instructional day of each school year for those members of the unit who are being evaluated, with a copy of such written evaluation filed in the office of the Assistant Superintendent, Personnel Services.

The evaluatee may, within five (5) working days, make a written response to the evaluation, and the same will be filed with evaluation.

C. Department Chairpersons' Responsibilities Relating to Teacher Observation

If a department chairperson is required to observe the teachers' performance in his/her department and to be available for consultation regarding recommendations for employment and reassignment, time for these purposes will be provided.

D. Evaluation Criteria

Should any mechanical or electronic listening or recording device be brought into a classroom without the knowledge and written consent of the teacher, the results of such device may not be taken into consideration in the evaluation of the teacher.

- E. The parties agree to form an Evaluation Sub-Committee to study evaluation procedures and forms and develop new draft language for consideration.
- F. No unit member other than the department chairs, BTSA/CiPar support providers, or BTSA/CiPar Trust Board Members shall be part of the formal observation process of other unit members.
- G. No unit members shall be part of the formal observation/evaluation of classified employees.

**ARTICLE 16
INFORMAL RESOLUTION OF PROBLEMS**

At the earliest recognition of a problem or complaint pertaining to an employee's working conditions, employees and/or administrators are urged to informally discuss such problem or complaint with the affected party(ies).

**ARTICLE 17
GRIEVANCES**

A. Definitions

1. A "grievance" is an allegation of a violation or misinterpretation of the terms of this Contract, except however, where the terms of the Contract repeat the substance of a comparable provision in statutory law or governmental regulation pertaining to employment discrimination matters, and the law provides for an administrative appeals procedure in connection therewith, such alleged violation of the Contract is not subject to this procedure.
2. A "grievant" is the person or persons, including the Association, making the claim.
3. For the purpose of a grievance, a "day" is any day the District Office is open for business between August 1 and June 30.
4. Upon mutual agreement between the parties involved the timelines may be extended.

B. Purpose

1. The purpose of these procedures are to settle grievances at the lowest possible administrative level.
2. Nothing contained herein will be construed as limiting the right of any teacher having a complaint to discuss the matter informally with the appropriate administrator. The complaint may be adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of the Contract, and if it pertains to a matter covered by the Contract, that the Association has been given an opportunity to state its views.

C. Grievance Procedures

1. Both parties agree that grievance proceedings will be kept as confidential as possible.

2. The grievance shall be presented on a form agreed to by both parties and shall set forth the facts and circumstances forming the basis for the claim, the provision(s) of the Contract allegedly violated, the remedy sought, and shall be signed by the grievant. It is the responsibility of the grievant to provide a copy to the Association. It is the responsibility of the supervisor to provide a copy to the designated manager. A copy of the UACT Grievance Submittal Form is available from the certificated personnel office. The electronic grievance form is also available upon request.
3. Forms for filing and resolution of grievances, serving notices, taking appeals, making report and recommendations, and other necessary documents, will be made available by the District. The cost of preparing such forms shall be borne by the District.
4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants in a grievance file. Such file, established and maintained by the District, shall be accessible to the Association for purposes of processing grievances.
5. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal (or immediate supervisor in the case of the District Office), the grievant shall submit such grievance in writing to the next level of supervision.
6. No unit member shall be retaliated against for filing a grievance.

D. Informal Level

Before filing a written grievance, the grievant shall attempt to resolve the matter by an informal conference with their immediate supervisor within ten (10) days of the time an alleged grievance occurs. The grievant is entitled to UACT representation during this meeting.

E. Level One

1. Within fifteen (15) days of the time an alleged grievance occurs, the grievant will file the grievance in writing with his/her immediate supervisor.
2. Within ten (10) days after receiving the grievance, the principal (or immediate supervisor in the case of the District Office) shall respond and indicate his/her proposed resolution. If such response

is not initiated within such number of days, the grievance will be advanced to Level Two.

If the grievant does not concur with the resolution proposed at Level One, such grievant may, within five (5) days of receipt of the supervisor's response, forward the grievance to the next level.

F. Level Two

1. The Assistant Superintendent of Personnel, shall within fifteen (15) days of receipt of the grievance, respond and indicate his/her proposed resolution to the grievant.
2. The grievance shall be considered closed if within ten (10) days of receipt of such proposed solution an appeal to the next appropriate level is not filed.

G. Level Three

1. The Superintendent, or his/her designee, shall within ten (10) days of receipt of the grievance, respond and indicate his/her proposed resolution to the grievant.
2. The grievance shall be considered closed if within ten (10) days of receipt of such proposed solution an appeal to the next appropriate level is not filed.

H. Level Four

1. If the Association believes that there has been error on the part of the Superintendent, or his/her designee, it may, by written notice to the Superintendent within fifteen (15) days of his/her response, refer the grievance to mutually agreed-upon mediation or if there is no mutual agreement, arbitration. If any question rises as to the ability to arbitrate the grievance, such questions will, prior to the consideration of the issue, be ruled upon by the arbitrator.
2. The parties, that is the Association and the District, shall select an arbitrator. Should they be unable to agree within five (5) days of the receipt of request for arbitration, they shall select the arbitrator from a list of five (5) persons provided by the California State Conciliation Service.
3. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the parties and will be final and binding upon them.

4. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. Other costs will be borne by the party incurring them.

I. Appearance and Representation

1. A member of the unit may be represented at all stages of the grievance procedure prior to Level Three by himself/herself, or, at his/her option, by a representative selected by himself/herself. If the unit member plans on bringing a representative to a meeting covered by this procedure, he/she shall notify the supervisor/administrator with whom he/she plans to meet of such representative as far in advance of the meeting as reasonably possible. If a member of the unit is not represented by the Association, the Association shall be informed of all hearings and shall have the right to be present and to state its views at all stages of the grievance procedure.
2. The Association shall designate one (1) representative for the processing of grievances pursuant to Government Code 3543.1. This representative will be in addition to the grievant, who shall also receive such release time.
3. The parties agree that no reprisals of any kind for such involvement will be taken by either party or by any member, employee, agent, or affiliate of either party against any person involved in a grievance.
4. Hearings under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses, to be present. Such hearings shall be conducted, if at all possible, when they will not interfere with the regular instruction of students, unless there is mutual agreement for other arrangements.
5. Pursuant to these procedures, any member of the unit required under such mutual agreement to be absent from his/her duties shall not suffer any loss of pay.

J. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the time limits are specified at each level, and every effort should be made to adhere to such limits. The time limits may, however, be extended by mutual agreement.
2. A decision rendered at any step in these procedures becomes final and the grievance deemed resolved unless appealed to the next level within the time limit specified.

**ARTICLE 18
DISCIPLINARY ACTION**

- A. The following statement is to further delineate the process to be followed in cases where unit members are identified with a problem of unacceptable behavior.

The employment status of each unit member is conditional upon reasonable standards of personal conduct and job performance. Failure to meet such standards may provide the basis for appropriate progressive discipline.

The District retains the right to discipline unit members for just cause. If appropriate, progressive discipline shall be followed in cases of disciplinary action. The following steps shall ordinarily be utilized; however, the process may be initiated at any level if, in the opinion of the supervisor, such action is warranted.

1. Identification of problem and verbal reprimand, if appropriate.
2. Written warning not placed in personnel file.
3. Written reprimand in personnel file with notice of future possibility of appropriate progressive discipline.
4. Further appropriate progressive discipline, which may include, but is not necessarily limited to, suspension without pay for a period as specified in the Education Code.

Whenever a supervisor/administrator requests to meet with a unit member, the supervisor/administrator shall inform the unit member of the nature of the meeting. A unit member, who reasonably believes that a meeting with his/her supervisor may result in disciplinary action, has a right to UACT representation at the meeting. If a unit member requests a UACT representative accompany him/her to the meeting, the unit

member shall notify the supervisor/administrator of such representation as far in advance as reasonably possible. The meeting shall be scheduled at a time that works for all parties, including the UACT representative. Unless in emergency situations, a disciplinary meeting should not be scheduled within 24 hours prior to the notice of the meeting, but should take place no later than 48 hours after notification.

- B. No unit member shall be suspended without pay for disciplinary (punitive) reason without just cause and, in appropriate cases, the utilization of progressive discipline. Except in emergencies, or as expressly authorized by law, such disciplinary actions shall not be put in effect until the employee has received written notice advising of the proposed action, the reason(s) therefore, the facts giving rise thereto, the proposed effective date, advising that the employee shall have access to written materials that forms a basis for the proposed action, and until the employee shall have had the opportunity to respond to the Assistant Superintendent, Personnel Services, orally or in writing by a date specified in such notice. If the proposed action or some modified action is then implemented, the employee may then appeal such action directly to binding arbitration under Article 17 of this Agreement.

Grounds for such suspension, subject to a finding of just cause and utilization of progressive discipline, where appropriate, shall include the grounds set forth in Education Codes 44932 and 44933, violation of this Agreement or violation of District policies and procedures.

- C. This Article is negotiated pursuant to Government Code Section 3543.2 and does not apply to probationary or temporary employees.

ARTICLE 19 SAFETY IN WORK

- A. It is the obligation of the District to provide safe working conditions for members of the unit and to correct verified unsafe working conditions in a timely manner. It is the obligation of each member of the unit to work in a safe manner and one that does not create hazards.
- B. If the safety of a unit member or students is threatened by a real and present danger, a teacher may use reasonable force as necessary, and to the extent authorized by law, to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

Unit members shall immediately report incidents of battery or instances as referred to above in connection with their employment to their principal (or other immediate supervisor in the case of the District Office).

The District will carry worker's compensation insurance to provide protection for members of the unit battered/injured while in the course and scope of carrying out their assigned duties.

- C. Pursuant to law the District shall inform the unit member of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the divisions, except subdivision (h), of Education Code Section 48900 or in Sections 8900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The District shall provide the information to the teacher based upon any records that the District maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

ARTICLE 20 PHYSICAL EXAMINATIONS

The District shall have the right to require a physician's certificate in the event of an employee's illness or a health examination to determine health and/or continued fitness for employment, as well as health examinations required for tuberculosis every four (4) years. Both examinations, when required by the District, shall be paid for by the District.

ARTICLE 21 TRANSFERS

A. General Provisions

1. Posting of Transfer Opportunities/Vacancies

- a) The Personnel Office shall notify all bargaining unit members via the District's email server and post on the Certificated Personnel webpage, www.conejousd.org/personnel/CertificatedPersonnel, of all openings/vacancies as they become available. The email shall contain the school site, subject/grade level, FTE and closing date for the submission of transfer. The posting shall remain open for at least five (5) work days. Request for transfer forms must be submitted by the unit member to the Personnel office, by 4:00pm on

the closing date noted in the announcement. The Personnel Office will make every effort to post all openings/vacancies on a Monday and close at 4:00 p.m. on the following Monday.

- b) For openings/vacancies that occur during the summer recess period, the Personnel Office shall send to all bargaining unit members via the District's email server and place on the Certificated Personnel webpage, a list of all openings/vacancies as they occur. Positions posted during this period of time will be posted for five days for both transfer requests and outside candidates. Current probationary or permanent teachers will be interviewed and considered prior to any outside applicants being interviewed.
- c) No opening/vacancy can be filled until after the closing date and all interested bargaining unit members are interviewed.

2. Voluntary Transfer

- a) A voluntary transfer is the movement of a probationary or permanent bargaining unit member from one work location to another work location. The transfer may include a change in grade and/or subject area as long as the move involves changing work sites.
- b) Only probationary or permanent unit members who hold the appropriate credential and/or authorization at the time of the posting, will be granted an interview. However, a unit member in the process of gaining the appropriate credential and/or authorization may be granted an interview with the approval of the Assistant Superintendent of Personnel. Teachers Unit members identified as temporary may not apply for transfer.
- c) Upon request, a probationary or permanent unit member in a special education program assignment who holds another general education teaching credential, shall be eligible for a voluntary transfer out of the special education program.

3. Transfer Process

- a) The bargaining unit member must complete and submit a transfer request form to transfer@conejousd.org for each position posted that the member is interested in interviewing for. The transfer request form must be submitted on or before the closing time and date.

- b) The bargaining unit member will receive an automated return email from the transfer@conejousd.org, confirming that the Transfer Request Form was received.
- c) Once the position closes and the Personnel Office determines whether or not the unit member is eligible for transfer as requested, the Personnel Office will provide the site principal and/or district-level administrator a list of all eligible candidates and their email addresses in order to set-up an interview. The bargaining unit member may also contact the site administrator, after the closing date, to set up an interview date and time.
- d) The following factors shall be utilized in priority order to determine which unit member receives an interview for a voluntary transfer to fill a vacancy/opening:
 - i. The unit member has the correct credential or authorization to teach in the position as posted on the vacancy list, or is approved by the Personnel Office to apply due to enrollment in the appropriate credential/authorization program.
 - ii. The Personnel Office received the transfer request form prior to the closing date.
 - iii. If a unit member's request for a voluntary transfer request is denied, the Personnel Office shall notify the unit member by email. Upon request, the bargaining unit member shall receive a written response for the denial of the transfer from the Assistant Superintendent of Personnel within five (5) working days of such request.
 - iv. A request for transfer may be withdrawn by the unit member by sending an email to the Personnel Office at any time prior to official notification or transfer approval.
 - v. A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.
 - vi. Filing of a transfer request form is without prejudice to the unit member and shall not jeopardize the unit member's present assignment.
 - vii. In cases where no selection is made, openings/vacancies shall be posted for external candidates. Once the postings are placed on Edjoin for outside applicants, current probationary or

permanent bargaining unit members may still submit a request to transfer form in until the closing date listed on the vacancy. In this particular situation, the bargaining unit members would still be granted an interview, but would not hold the timeline in interviewing outside candidates. Both current probationary and permanent bargaining unit members and outside applicants could possibly interview simultaneously.

4. Temporary unit members with a positive evaluation will need to apply for the position they were previously employed in (or currently are employed in) on Edjoin and will be granted an interview at their most recent place of employment with external candidates.
 5. An involuntary transfer is any administratively-initiated transfer.
 6. As soon as practical and, under normal circumstances, not later than the first (1st) Friday of June, each member of the unit already in the District and known returnees from maternity or sabbatical leaves shall receive written notification of the school to which he/she is assigned for the ensuing year. In the event of a change after this notification (e.g., death, resignation, leave of absence, unanticipated change in enrollment or other necessity), assignment may be changed consistent with the procedures within this Agreement. The member to be affected shall be sent immediate written notice of the pending change.
 - a) Members of the unit returning from sabbatical or maternity leave shall be subject to the same regulations as a returning teacher who had not taken leave and could be subject to involuntary transfer.
 7. Filling of a vacant position in a school (or equivalent location in the case of the District Office) shall be made in the following order:
 - a) administration-initiated transfers
 - b) employee-initiated transfers and those returning from leaves
 - c) new employees (including temporary teachers)
 8. When a member of the unit is transferred or moved from one site to another, the District shall supply boxes and transport materials to the new site, in accordance with District procedures.
- B. Transfers Required by Reason of Reduction in Enrollment or School Closure

1. Notice of a need for transfer required by reason of declining in enrollment or school closure shall be given to teachers at the affected site as soon as practicable and before any individual is considered for this type of transfer. This type of transfer shall involve volunteers if they are available. Reasonable means shall be used to secure volunteers before identifying those to be involuntarily transferred under this type of transfer.
2. When a reduction in enrollment necessitates a decrease in the staff of a school, the District shall consider the following facts when making involuntary transfers:
 - a) appropriate credential, including CLAD or equivalent authorization;
 - b) major and minor fields of study as they relate to the assignment
 - c) previous experience in the grade or subject area
 - d) skills authorization(s) and/or degrees related to the assignment.

If the above factors are substantially equal, then the unit member with the least service to the District shall be transferred.

3. After the internal staffing pattern has been established, if a decrease in the enrollment occurs at the school (or such decrease affects personnel attached to the District Office), the person affected shall be considered an involuntarily transferred person by reason of reduction in enrollment and shall be placed prior to members of the unit seeking an employee-initiated transfer.
4. Final transfer or reassignment of a member of the unit shall not be consummated prior to a personal oral or written communication from the Assistant Superintendent, Personnel Services, to the employee being transferred.
5. Any member involuntarily transferred as a result of this provision shall either be paid two (2) days of their daily rate, or provided with two (2) release days in order to facilitate the move at the discretion of the Assistant Superintendent of Personnel.

C. Administration-Initiated Transfer

The District reserves the right to transfer members of the unit for just

cause. Any unit member being involuntarily transferred shall be notified of their right to UACT representation. In the case of a contested administration-initiated transfer, the Assistant Superintendent, Personnel Services, will provide the unit member with written reasons delineating the basis for the transfer. The unit member's exercise of his/her right of free speech as long as it is not malicious, libelous, slanderous, or threatening shall not be a reason for administrative transfer. A unit member shall not be involuntarily transferred for arbitrary or capricious reasons nor for participating in protected Association activities. Any member transferred as a result of this provision shall either be paid two (2) days of their daily rate, or provided with two (2) release days in order to facilitate the move at the discretion of the Assistant Superintendent of Personnel.

D. Reassignment Elementary

In the event that there is an open position at an elementary school, the principal shall consider current staff that have expressed an interest in the position. If a unit member is denied the position requested, the unit member may request to meet with the site administrator and be provided feedback.

**ARTICLE 22
ASSIGNMENTS**

- A. Principals, department chairpersons, or other responsible administrators shall, prior to the end of May, discuss and consider the input received from their staff for staffing schools or programs for the ensuing school year. The input shall be by school, primary and upper elementary grade levels, program, department or other reasonable staff grouping. The proposed staffing pattern for the coming school year will be based on the known information. Thereafter, staff members shall be given an opportunity to request a change from their present assignment within that school or unit. The principal shall then make the necessary assignments. It is understood that the placement of unit members into an assignment will be within that member's credential and authorization.
- B. Effort will be made so that class assignments for secondary school teachers will be arranged whenever possible so that no more than three (3) preparations will be required except in such departments that have traditionally been multi-preparation departments. For purposes of this provision, preparation means different course of study and different text.
- C. Prior to April 30, teachers on leave will be put on individual notice of

the opportunity to provide input regarding their return assignments.

- D. Not later than the first (1st) Friday in June, each member of a school staff shall receive notification of his/her tentative assignment for the ensuing year. Upon request of the unit member, this tentative assignment will be put in written form. Staff members will be notified of any changes from such tentative assignments in writing.
- E. Whenever possible, unit members shall be notified of the paraprofessional(s) he/she will be working with in the subsequent school year.
- F. The principal, or other responsible administrator, shall discuss and explain the reasons for an assignment when so requested by a staff member.
- G. After staffing is completed, the principal shall notify the Assistant Superintendent, Personnel Services, of staff vacancies as those vacancies are known by the second (2nd) Wednesday in June.
- H. The parties recognize that the number of classrooms is limited; however, whenever practicable, the District will assign each full-time teacher his/her own classroom.
- I. Combination Class Rotation

In the event that a combination class is necessary at a school site the principal shall follow this process for determining the teacher who will teach the class:

1. The principal shall seek and select volunteers first;
2. If no volunteers are available the combination class shall be assigned to teachers on a rotating basis until all teachers on a staff have been a combination class teacher once prior to one teacher being assigned a combination class for a second time. The intent of this provision is to have a distribution of the combination classes made amongst a staff so that no one employee is tasked with having to take on the additional work load of a combination class.
3. If a teacher feels that a combination class has been unfairly assigned he/she may appeal to the principal in writing. If the teacher is not satisfied with the answer of the principal he/she may appeal to the director of elementary education

for a final decision.

**ARTICLE 23
GENERAL PROVISIONS**

- A. Certificated employees who have earned a doctorate will be compensated an additional seven hundred fifty-five dollars (\$755) each year.
- B. Additional compensation for in-service/staff development activities that occur outside the contractual workday is determined pursuant to Article 27, Section B.
- C. Teacher travel reimbursement will be at the maximum IRS rate, and no assignment will require a member of the unit to travel more than twenty-five (25) miles per day between assigned schools.
- D. Unit members who travel between two (2) schools on a daily basis shall receive a monthly stipend of one hundred dollars (\$100) in addition to the travel reimbursement aforementioned in Section C above. These teachers shall be assigned the same number of class assignments as those teachers who are assigned to only one (1) school provided, however, that the required on-site hours of traveling teachers shall not exceed the required on-site hours of other District personnel assigned to only one (1) site.
- E. The first ten (10) teachers who earn teacher National Board Certification, and provide the District with verification of the teacher Certification, will receive a one-time stipend of Two Thousand Dollar (\$2,000).
- F. The UACT President shall be released from teaching duties on a part or full-time basis at the discretion of UACT. UACT shall reimburse the District for the cost of the salary, mandatory and health benefits of the replacement teacher at Column II-Step 1 of the teacher salary schedule. If the UACT President returns to classroom teaching following the first or second year of service as President, they will be returned to the school and assignment held prior to the term of service. Following more than two years of service as UACT President, he or she shall be treated as other unit members returning from long-term leave.
- G. Tandem and other part-time teachers shall receive pro-rata experience credit towards advancement on the salary schedule. Such step advancement shall take place at such time as his/her FTE percentage equals one hundred percent (100%) or more (e.g. if a teacher teaches

forty percent [40%] in year one [1], forty percent [40%] in year two [2], and forty percent [40%] in year three [3], he/she will not move on the schedule until the third [3rd] year). Current part-time teachers whose past advancements on the salary schedule have exceeded the step movements so authorized, shall nevertheless remain at their current steps until such past advancements have been earned in accordance with the requirements of this paragraph. (So as to prevent backward placement of current teachers who return to full-time teaching assignments.)

ARTICLE 24
SALARY

A. Paychecks—Each employee shall have the option of receiving his/her salary checks on an eleven (11) or twelve (12)-month basis.

B. Anniversary Increments

All members of the unit who progress through the salary schedule to the final step of their columns upon reaching their nineteenth (19th) year of services as a teacher in this District, but including the number of years, not to exceed ten (10) (or twelve (12) pursuant to Section 24-D), for which they were given credit for placement on the salary schedule at the time of their employment, shall receive a longevity step as indicated on the salary schedule. Additional longevity steps shall be given, under the same conditions, upon reaching the twenty-fourth (24th) and twenty-ninth (29th) years of service. Years of service towards longevity will include each year during which the member of the unit has worked at least seventy-five percent (75%) of the year and includes all time during which the member was on sabbatical or other paid leave, but no time during which they were on unpaid leave.

C. Placement on the Salary Schedule:

1. Newly employed unit members, including trainees, who do not hold a preliminary/clear California credential shall be placed in Column I.
2. Currently employed unit members who do not hold preliminary/clear California credentials shall be placed in Column I.
3. Public Agency/Private School Experience
 - a. At the time of initial employment in the District, up to ten (10) years of credit shall be granted for previous

credentialed experience in a public agency or district, and the individual placed on the schedule at the appropriate step, but thereafter no step movement shall be made except one (1) step annually for those members of the unit who have been on duty for at least seventy-five percent (75%) of the work year. Notwithstanding the above, the District may grant up to 12 years prior experience for any hard-to-fill positions.

- b. At the time of initial employment in the District, up to five (5) years, or seven (7) years for hard-to-fill positions, of credit shall be granted for previous K-12 private school teaching experience while holding a valid state-issued K-12 credential. The individual will be placed on the schedule at the appropriate step after official verification from the prior school and/or school district(s) has been submitted to the Assistant Superintendent, Personnel Services. Thereafter, no step movement shall be made except one (1) step annually for those members of the unit who have been on duty for at least seventy-five percent (75%) of the work year.

D. Advancement on the Salary Schedule:

1. If a member of the unit has met the criteria to advance on the salary schedule and such member has completed and submitted the "Declaration of Intent" District form to the Assistant Superintendent, Personnel Services, The "Declaration of Intent" District form must be received by the Personnel Office not later than September first (1st) of his/her intention to meet such criteria, a change of salary status will be given to such member at the higher salary, providing that all course work for the additional credits and/or application for a clear credential is completed on or before September first (1st) and official verification is received in the District Office on or before October first (1st).
2. To receive credit for a year of experience, a certificated employee must have taught for at least seventy-five percent (75%) of the work year.
3. Tandem and other part-time teachers shall receive pro-rata experience credit towards advancement on the salary schedule. Such step advancement shall take place at such time as his/her FTE percentage equals one hundred percent (100%) or more (e.g. if a teacher teaches forty percent [40%] in year one [1], forty percent

[40%] in year two [2], and forty percent [40%] in year three [3], he/she will not move on the schedule until the third [3rd] year). Current part-time teachers whose past advancements on the salary schedule have exceeded the step movements so authorized, shall nevertheless remain at their current steps until such past advancements have been earned in accordance with the requirements of this paragraph. (So as to prevent backward placement of current teachers who return to full-time teaching assignments.)

4. Units for advancement on the salary schedule shall be upper division or graduate level. These units shall be obtained after the earning of the degree or as provided in 5, 6 or 7 below.
5. Notwithstanding Section 4 above, lower division units acquired after the B.A. but necessary to secure a specific credential, course to enhance knowledge of content needed for current teaching assignment or for additional credentials or certificates may be granted salary unit credit when given prior approval by the Assistant Superintendent of Personnel Services. Quarter units shall be counted as $\frac{2}{3}$ of a semester unit.
6. Professional Development or Continuing Education Units in the following categories may be granted credit for advancement on the salary schedule when given prior approval by the Assistant Superintendent of Personnel Services. Course description must be submitted with request for prior approval. If the course is not assigned traditional course credit, units of salary advancement may be accrued at the rate of one (1) unit for each fifteen (15) hours assigned. Quarter units shall be counted as $\frac{2}{3}$ of a semester unit.
 - a. Methods – examples include, but are not limited to, courses in differentiated instruction, GATE, ELD, reading instruction, hands-on activities, and/or explorations.
 - b. Integrating Technology
 - c. Classroom Management
7. A total cumulative maximum of eight (8) units of salary credit may be accrued at the rate of one (1) unit for each fifteen (15) hours assigned, other than college and university credits, which hours are spent outside the working day (which does not mean the instructional day) for assignments during non-paid status, with the prior approval of the Assistant Superintendent, Personnel Services,

in the following manner:

- a. In-District workshops or workshops sponsored by any County Office of Education.
 - b. District committees relating to development of educational programs or courses.
8. No certificated employee may advance further than Step 9 in Column I until he/she has met the requirements of Columns II, III, IV, or V at which time the employee shall advance to Step 10 of the appropriate column.

ARTICLE 25 LEADERSHIP ASSIGNMENTS

The Department Chairperson and Elementary Team Leaders are annual assignment and are selected by the site administration after positing and interviewing for the position. The unit member selected will spend a majority of their day teaching within the department/grade level they are chosen to lead unless otherwise agreed by the majority vote of the members of the department. The purpose of Department Chairpersons/Team Leaders is to assist the principal in providing leadership and in developing and implementing the instructional programs of the District. The additional compensation set forth below will increase by the same (across the board) percentage increases given to UACT member salary schedules pursuant to Article 24.

Each secondary teacher will be assigned to a department. If a teacher's assignment is in more than one department, his/her assigned department will be the one in which the teacher spends the majority of time. If the time between two schools/departments is equal, then the assigned department will be the one in which the teacher is evaluated.

Whenever possible, teachers chosen for school leadership positions (e.g., Department Chairs, Team Leaders, T.I.C.), will be permanent faculty.

No. of Persons supervised in addition to chair	Non-Teaching Period	Additional Annual Stipend 1-3 yrs. experience	Additional Annual Stipend 4-6 yrs. Experience	Additional Annual Stipend 7+ yrs. experience
1-2	None	\$1,643	\$1,766	\$1,943
3-4	None	\$2,000	\$2,150	\$2,365
5-10	1	\$2,463	\$2,648	\$2,912
11-14	1	\$3,288	\$3,535	\$3,888
15 or more	1	\$3,534	\$3,799	\$4,179

Elementary (unit member may hold Team Leader and TIC positions simultaneously):

Primary Grade Team Leader—an annual stipend of \$1,580 (reinstate in 2015/16)

Upper Grade Team Leader—an annual stipend of \$1,580 (reinstate in 2015/16)

Elementary Teacher In Charge (TIC) - an annual stipend of \$1,580 (implement in 2014/15)

The Department Chairperson/Team Leader will be responsible for:

A. Curriculum Implementation

1. By monitoring that the District's adopted curriculum and instructional materials are being effectively and consistently implemented, the Department Chairperson/Team Leader will:
 - a. monitor that the District's adopted instructional materials are being used;
 - b. monitor that the course of study is being followed;
 - c. monitor the District's curriculum and curricular priorities;
 - d. have an understanding of the Model Curriculum Standards and State Quality Criteria and will review them with the teachers in his/her department; and,
 - e. support an exchange of ideas within the department/grade level for the purpose of improving classroom methods.

2. By holding at least one (1) department/grade level meeting in the early fall of each year to review the expectations for implementing the District curriculum.

B. Curriculum Development

1. By participating in the development of the District’s curriculum and/or the implementation of Common Core. This will include participation in articulation committees, the local curriculum committee, the Secondary Curriculum Advisory Committee (SCAC), and other committees.
2. By participating in extra duty assignments; e.g., summer curriculum task forces, course outline development committee, etc.
3. By providing leadership in implementing the District’s curriculum, recognizing the needs and interests of the site.

C. Teacher Observations (Department Chairs only) and Assistance

1. By observing, visiting and conferencing with the teachers in his/her department according to the following schedule:
 - a. There must be at least one (1) observation, which will include a complete written observation report.
 - b. The Department Chairperson will be responsible for keeping a record (teacher and date) of the visitations made in his/her department. The Department Chairperson will submit a copy of the record to the principal at the end of the year.
 - c. The focus of the observation(s) and visitation(s) will be on the strategies for implementation of the curriculum.
 - d. All new teachers or teachers new to a subject area or grade level shall have four (4) observation or visitation conferences. One (1) of these each semester shall be written.

High School and Middle School

<u>Department Size</u>	<u>Minimum Number of Observations, Visitations, Conferences*</u>
1-4 teachers	2 per teacher
5-10 teachers	2 per teacher (20 per chair)
11 or more teachers	2 per teacher (30 per chair)

*The District will provide substitute release time for required observations that cannot be conducted during non-instructional periods.

2. By offering additional assistance to teachers.
- D. Teacher selection and teacher assignments by consulting and advising the principal. The Department Chairperson/Team Leaders should be involved in the interview and discuss the teacher assignment with the Principal.
 - E. Teacher assignments by discussing and advising the principal on the Master Schedule.
 - F. Department management including instructional materials, the budget, equipment and facilities.
 - G. Conducting department meetings, including developing the agenda, the minutes, and maintaining attendance records.
 - H. Attending assigned meetings such as Department Chair meetings, articulation meetings, the local school curriculum council, and the Secondary Curriculum Advisory Committee (SCAC).
 - I. Advising the principal or his/her designee of departmental concerns.
 - J. Articulating District and site information to the teachers.
 - K. Providing input from the department's teachers including their concerns, needs, and their points-of-view to the principal.
 - L. Participating in other responsibilities involving the development and implementation of the District's instructional program consistent with the above provisions.
 - M. Lead Nurse - The District shall appoint a Lead Nurse who shall assist the Director of Special Education with the organization and training of school nurses. The Lead Nurse shall receive additional compensation consistent with compensation provided to Department Chairpersons. The duties and responsibilities of the Lead Nurse shall be developed by the Director of Special Education in consultation with school nurses.

**ARTICLE 26
EXTRA DUTY PAY SCHEDULE**

When approved by the Superintendent, extra assignments beyond the regular work day, if they are in the categories listed below, will be compensated for at the rates listed below. These rates will increase by the same (across the board) percentage increases given to UACT member salary schedules pursuant to Article 24. Whenever possible, teachers chosen for school leadership positions (e.g., Department Chairs, Team Leaders, T.I.C.), will be tenured faculty.

- A. High School Extra-Instructional, Non-Athletic Assignments: (subject to adjustment for Continuation High School in accordance with past practice)

<u>Activity</u>	<u>Additional Compensation</u>		
	<u>Years 1-3*</u>	<u>Years 4-6*</u>	<u>Years 7+*</u>
ASB Advisor	3,492	3,843	4,191
Academic Decathlon**	3,144	3,495	3,843
Band	4,242	4,592	4,941
Cheerleader	3,052	3,404	3,753
Dance	3,052	3,404	3,753
Drama	3,492	3,843	4,191
Drill Team	3,052	3,404	3,753
Forensics**	3,052	3,404	3,753
Mock Trial**	3,144	3,495	3,843
Newspaper	3,052	3,404	3,753
Strings	1,572	1,747	1,922
Vocal Music	3,492	3,843	4,191
Yearbook	3,492	3,843	4,191
Teen Court	\$28.55 per hour up to a maximum of \$1,142		
Campus Supervisor	\$11.90 per hour—one step only		
Study Hall/Detention Supervisor	\$20.44 per hour—one step only		

*Years of experience in this position in the CVUSD.

**\$233 shall be paid for each level of competition past County level for Academic Decathlon, Forensics, and Mock Trial.

- B. Middle School Extra-Instructional, Non-Athletic Assignments:

<u>Activity</u>	<u>Additional Compensation</u>		
	<u>Years 1-3*</u>	<u>Years 4-6*</u>	<u>Years 7+*</u>
ASB Advisor	1,747	1,922	2,096
Band	2,122	2,295	2,469
Drama	1,747	1,922	2,096
Drill Team	1,527	1,701	1,877
Newspaper	1,527	1,701	1,877
Strings	1,527	1,701	1,877
Vocal Music	1,747	1,922	2,096
Yearbook	1,747	1,922	2,096
Campus Supervisor	\$11.90 per hour - One Step		

*Years of experience in this position in the CVUSD
6th Grade Team Leaders - a \$1,580 Stipend
Intramural Sports Coordinator - a \$539 Stipend
Intramural Sports Coach - a \$267 per sport Stipend

C. High School Interscholastic Athletics:

<u>Activity</u>	<u>Additional Compensation</u>		
	<u>Years 1-3*</u>	<u>Years 4-6*</u>	<u>Years 7+*</u>
BASEBALL			
Head Coach-Varsity	3,640	3,982	4,323
Asst. Coach-Varsity	2,955	3,298	3,640
Fresh.-Soph.	2,955	3,298	3,640
BASKETBALL			
Head Coach-Varsity	3,640	3,982	4,323
J.V. Coach	2,955	3,298	3,640
Fresh.-Soph.	2,955	3,298	3,640
Freshmen	2,955	3,298	3,640
CROSS COUNTRY			
Head Coach	3,640	3,982	4,323

FOOTBALL			
Head Coach-Varsity	4,163	4,504	4,848
Asst. Coach-Varsity	3,396	3,741	4,084
Head Coach-Other	3,396	3,741	4,084
Asst. Coach-Other	2,955	3,298	3,640
GOLF			
Head Coach	3,640	3,982	4,323
GYMNASTICS			
Head Coach	3,640	3,982	4,323
Asst. Coach	2,955	3,298	3,640
LACROSSE			
Head Coach	3,640	3,982	4,323
Asst. Coach	2,955	3,298	3,640
SOCCER			
Head Coach	3,640	3,982	4,323
Asst. Coach	2,955	3,298	3,640
SOFTBALL			
Head Coach	3,640	3,982	4,323
Asst. Coach	2,955	3,298	3,640
SWIMMING			
Head Coach	3,640	3,982	4,323
Asst. Coach	2,955	3,298	3,640
TENNIS			
Head Coach	3,640	3,982	4,323
TRACK			
Head Coach	3,640	3,982	4,323
Asst. Coach	2,955	3,298	3,640
VOLLEYBALL			
Head Coach	3,640	3,982	4,323
Asst. Coach	2,955	3,298	3,640
WATER POLO			
Head Coach	3,640	3,982	4,323
Asst. Coach	2,955	3,298	3,640

WRESTLING

Head Coach	3,640	3,982	4,323
Asst. Coach	2,955	3,298	3,640
Coach, Other	2,955	3,298	3,640

*Years of experience in this sport in the CVUSD

Coaches whose teams advance to post-season competition shall be paid one hundred fifty dollars (\$153) per week for a maximum of four (4) weeks (six hundred dollars [\$612]).

A high school principal, however, may utilize one of the assistant coaches positions paid at the extra duty rate of two thousand eight hundred ninety-seven dollars (\$2,955) for the year as an athletic coordinator at that same rate providing that this does not exceed the prescribed number of coaching positions.

D. Elementary School Extra-Instructional Assignments

- Primary Grade Team Leader—a stipend of \$1,580
- Upper Grade Team Leader—a stipend of \$1,580
- Student Council Advisor—a stipend of \$1,072

E. Combination Classes

- K-3 – a stipend of \$1,750
- 4-6 – a stipend of \$3,250

F. Academic Stipends

- Gate Coordinator – \$1025.00
- EL Coordinator—Min. \$561.00+hourly pay for PD (25-175 EL Students)
Max. \$816.00+hourly pay for PD (176 + EL Students)

**ARTICLE 27
IN-SERVICE WORKSHOPS**

- A. Certificated teachers in grades K-12 will be required to participate in three (3) days of staff development, for a total of 18 hours. The District will designate one (1) required attendance staff development day, (1) voluntary attendance staff development day, and the equivalent of six (6) hours (one day) will be allocated to school sites. The six (6) hours allocated to sites will be in lieu of the day before Thanksgiving, which will be a pupil-free, non-work day.

In participating in the designated staff development hours, the following criteria must be met:

1. Staff development activities must be in alignment with the following Education Code language, “staff development in instructional methods including teaching strategies, in classroom management, and other training designed to improve pupil performance, conflict resolution, intolerance and hatred prevention, and academic content in the core curriculum areas that are provided by the school district or county office of education.” (Ed. Code § 44579)
2. All certificated bargaining unit members will attend the site and District Staff Development Day.
3. All certificated bargaining unit members will participate in three (3) hours of staff development activities designed by the site principal. These three (3) hours must be completed outside of the contracted work day and work calendar to satisfactorily meet the day before Thanksgiving staff development day requirement.
4. All certificated bargaining unit members will participate in three (3) hours of staff development activities mutually agreed with the site principal. Examples include, but are not limited to the following: conferences, seminars, workshops, classes, trainings. These three (3) hours must be completed outside of the contracted work day and work calendar to satisfactorily meet the day before Thanksgiving staff development day requirement.
5. The current instructional schedule for students will not be altered at the school side to accommodate the staff development activity.
6. Certificated bargaining unit members not assigned to a specific site will collaborate with their evaluator, or the Assistant Superintendent of Personnel, to decide which staff development activity they will participate in.
7. Attendance for any staff development activity must have sign-in/sign-out verification. Off-site staff development activities must have a documented registration form as verification.
8. All certificated bargaining unit members that do not meet the required six (6) hours of staff development will lose a proportional amount of sick leave.

- B. Generally, in-service/staff development training and workshops shall be held within the normal workday with release time paid by the District. Teachers have a responsibility to participate in in-service/staff development training that is within their contractual workday without additional compensation. As per contract, these include: staff meetings; a reasonable amount of time after school; Department Chair responsibilities; and other stipend positions such as GATE Facilitators and Team Leaders.

The District supports a three-tiered approach to determining appropriate compensation for in-service/staff development activities that occur outside the contractual workday.

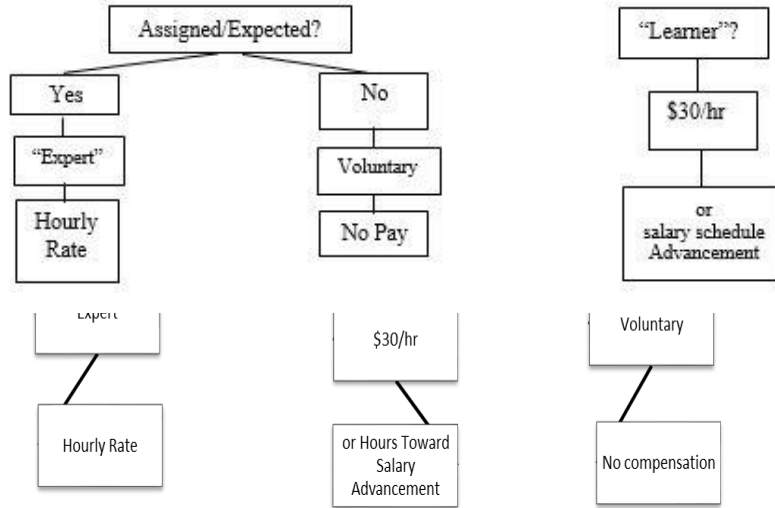
1. There is a multitude of optional, voluntary activities outside of contractual hours that are available to teachers, attended solely at the teacher's discretion, and are offered without expectation of compensation. These activities may include teachers attending a night meeting on Family Math at another school or a teacher who offers to share an art project for Mother's Day.
2. There are in-service/staff development activities outside of contractual hours that are technically voluntary (attendance cannot be required at activities outside of contract hours) but are requested by a school or district administrator. These activities involve participation in traditional staff development activities including listening to a lecture, participating in discussions, and individual and group activities within the timeframe of the staff development meeting. These activities would be compensated at a rate of thirty dollars (\$30) per hour. These activities may include: Results Training; Common Core Training; information meeting from textbook publishers for committee members (non-committee members could attend voluntarily without compensation); training on the student information system (SIS) training on a new adoption (teachers learning about implementation).

There are in-service/staff development activities outside of contractual hours that are technically voluntary (attendance cannot be required at activities outside of contract hours) but are requested/assigned by a school or district administrator. These activities involve teachers in a leadership role as opposed to a participant role. These include assignments such as being a presenter at the in-service/staff development activity and/or specifically directed to produce a professional product such as a Course of Study, Writing Matrix, Rubric, etc. It would also apply to activities where there is a specific and extended reliance upon the

teacher's professional expertise such as curriculum adoption committees, Homework Policy committee, etc. These activities would be compensated at the teacher's hourly rate. These activities may include: teachers who are assigned as presenters at a staff development meeting; teachers who are assigned to curriculum development committees; teachers who are assigned to textbook selection committees; and teachers who are assigned to ad hoc committees such as the Homework Policy Committee.

The key to distinguishing among these activities is to consider first whether the teacher was or was not assigned and expected to attend. If not, it is voluntary and uncompensated.

If it is assigned and expected, then the key is whether the teacher is participating as a "learner" or as an "expert". Teachers participating in the role of a "learner" would be compensated either at thirty dollars (\$30) per hour or hours towards salary advancement credit. Teachers participating in the role of an "expert" would be compensated at their hourly rate. The flowchart below will clarify the concept.



- C. The District agrees to hold an annual in-service meeting for nurses.

**ARTICLE 28
NON-DISCRIMINATION**

- A. The parties endorse the national policy of taking affirmative and positive action to prevent and discourage discrimination in public employment on the basis of race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, physical or

mental medical condition, veteran status, gender or sexual orientation.

- B. The parties shall not unlawfully discriminate against unit employees on account of their membership in, or support of, an employee organization, nor their non-membership in, or refraining from, supporting an employee organization. Application forms and interview procedures for any positions included in the unit shall not refer to membership in, or preferences for, employee organizations.

**ARTICLE 29
ACADEMIC FREEDOM**

- A. It is recognized that the private life of a teacher is not an appropriate concern of the District except as it may interfere with the teacher being qualified for, and properly performing, his/her assigned functions during the workday.
- B. It is also recognized that it is the duty of certificated staff to see that the teaching of issues be objective and scholarly, with a minimum emphasis on opinion, and that teachers must particularly approach controversial issues in the classroom in an impartial and unprejudiced manner and must refrain from using his/her classroom privileges and prestige to promote a partisan or factional point of view.
- C. Subject to the direction of the District, consistent with any applicable District policies, the teacher is responsible for the evaluation of a student, i.e., grades, specific assignments, homework, and quality of such.

**ARTICLE 30
NO STRIKE OR LOCKOUT**

It is agreed and understood that there will be no lockout by the District and there will be no strike, work stoppage, walk-out, slow down, or other concerted interference with the operations of the District by the Association or its members.

**ARTICLE 31
PROCESSING OF COMPLAINTS AND CHARGES**

- A. Resolution of Parental Complaints Concerning Employees

The purpose of this procedure is to resolve parental complaints concerning employees at the lowest possible level. The objective is that the parties will resolve the complaint informally and they are

encouraged to do so. However, the parties have the right to representation commencing at Step 2 if such is requested.

1. Step 1: Parent-Employee Meeting

Parents shall be urged to meet directly with the employee in order to attempt to resolve the concern. This meeting may be held with only the parent(s) and the affected employee present, or if desired by either party, with an administrator: e.g., principal, assistant principal, or coordinator, or counselor in attendance. In circumstances where the parent's complaint is not resolved by the parent-employee conference, Step 2 will apply.

2. Step 2: Parent Complaint to Employee's Supervisor (site level resolution)

The parent may make a written complaint which states the specifics of the complaint to the immediate supervisor of the employee; e.g., the site principal or his/her designee at the secondary level.

A copy of the written complaint will be provided to the affected employee and the supervisor will attempt to resolve the complaint.

In instances where the parent complaint is not resolved by the immediate supervisor, Step 3 will apply.

3. Step 3: Parent Complaint to Supervisor of Site Level Administrator (District level resolution)

The written complaint accompanied by the written response of the supervisor to the parent (a copy of which will be provided to the affected employee) may be brought by the parent to the supervisor (District level) of the site administrator; e.g., Director, Elementary Education, and/or Director, Secondary Education, and the administrator will attempt to resolve the complaint.

4. Step 4: Parent Complaint to the Superintendent

When a parent complaint to the District level supervisor has not been resolved by the designated District level administrator, the written complaint, accompanied by the written response of the supervisors who have attempted to resolve the complaint at the second (2nd) and third (3rd) steps and responses thereto by the parties, if they chose to respond, (copies of which will be provided to the affected parties) may be brought to the Superintendent or his/her designee who will attempt to resolve the complaint.

5. Step 5: Parent Complaint to the Board of Education

When a parent complaint to the Superintendent has not resulted in a resolution of the complaint, the Board of Education may elect to review the complaint, if requested by the parent. If the Board of Education elects to review the complaint, the written complaint accompanied by the written responses of the administrators at the second (2nd), third (3rd), and fourth (4th) steps, and any responses of the parties (copies of which have been provided to the affected parties) will be reviewed in Closed Session of the Board of Education and a written response provided to both the parent making the complaint and the affected employee.

B. Public Charges

The purpose of this procedure is to provide a balanced and fair procedure to the employee charged and to the citizen making an adverse public charge against an employee at a Board of Education meeting.

1. Any public charge made against a teacher at a Board of Education meeting shall be heard in Closed Session and with the knowledge and presence of the teacher, unless the teacher requests otherwise.
 2. The Board will make no public comment until after an investigation as outlined in their policies has taken place.
 3. The charges must be reduced to writing and be signed.
 4. The charged employee shall be notified within seventy-two (72) hours of the charge.
 5. The charged employee shall be notified of his/her rights to representation.
 6. An investigation of the charges by a committee of four (4), jointly chosen by the teacher involved and the Board, shall take place, with a full report to the Board. If the Board and the teacher cannot agree on four (4) members, the Board and the teacher shall each select two (2) members.
 7. The charged employee will be given an opportunity to respond and the parties shall be accorded the right to question any witnesses and make complete utilization of a representative of his/her choice.
- C. To the extent within the control of the District and the Association, confidentiality shall be maintained at all levels. No copies of resulting

disciplinary documentation shall be given to the complainant.

- D. The District and Association recognize that unit members may need additional assistance with complaints that are unwarranted, unusually frequent, or unusual in nature (including but not limited to electronic communications, social networking, notes, phone calls, or meetings). In the event that a unit member feels the need for assistance with such a complaint he/she may request a meeting with his/her immediate supervisor to create a plan for dealing with the issue.

ARTICLE 32 EXTENDED SCHOOL PROGRAMS

In the event that it is necessary to have more than an administrator involved in the Extended School Programs, teaching assignments to such classes, other than Designated Instructional Service (DIS), as are to be extended beyond the duration of the normally scheduled school year shall be offered to teachers who have taught the classes during the current school year. In the event that a teacher does not accept the assignment, then management shall select another teacher from among those who have previously taught that subject or class. Priority will be given to those currently teaching in the respective departments, and preference will also be given to those persons who have not taught in the Extended School Programs during the previous years. The opportunity for Extended School DIS assignments shall be rotated among DIS teachers who have worked directly with Special Day Class (SDC) students within the prior two (2) years.

The salary for teaching Extended School Programs will be seventy percent (70%) of the individual's daily rate on the previous regular school year's salary schedule.

Four-fifths (4/5ths) of one (1) day of sick leave will be granted to teachers working the full five (5) week extended school session. This portion of a day will be treated the same as any other portion of a day of sick leave for purposes of use and accrual.

ARTICLE 33 SUMMER SCHOOL

For the classes on which the state mandates holding Summer School, the following provisions will apply:

- A. Cancellation of Classes

On the fifth (5th) day of Summer School, and any time thereafter,

classes which have not reached District specified minimum enrollment may be cancelled. Any teacher who receives notice of appointment to teach Summer School, attends the faculty meeting and reports to his/her assignment would be assured of at least the first day's employment.

B. Substitutes

District teachers will be given the opportunity to indicate their interest in Summer School substituting prior to the end of school in June.

C. Application and Notification

The application form containing the class offerings will be distributed to all certificated personnel of the District, and additional copies will be available in the District Office for any other individuals. Within ten (10) working days after the deadline for applications being submitted, the District will provide a list of all applicants to each school principal to be posted immediately on the faculty bulletin board.

Written notification shall be sent to all applicants informing them of their appointment or status as Summer School teacher applicants as soon as possible. Written acceptance or rejection of an appointment must be made to the principal within five (5) working days of the notification of the appointment.

D. Selection

Teachers will be selected on the following seniority/recent experience/performance formula. The purpose of this formula is to give teachers who have not taught Summer School recently an opportunity to obtain an assignment, and to give teachers who have most recently taught the subject/grade level priority because they are more familiar with adopted grade level standards and materials. Using the formula, the candidate with the lowest points will be offered the position first. The points in category (A) are cumulative. The points in category (B) are NOT cumulative. If two (2) candidates have equal points, the candidate with the most seniority in the district will be offered the position. All applicants for a six (6) week assignment will have priority over two (2) applicants for a shared assignment. All candidates must have a preliminary or clear credential and appropriate authorizations.

District Summer School Programs

(A) = Recently taught Summer School

(B) = Recently taught subject for Secondary Teachers

Recently taught primary or upper grades for Elementary Teachers
 $A + B \div 2 = \text{Number of Points}$

Current School Year	(A) Year	One summer ago	Two summers ago	Three summers ago	Four summers ago	Five summers ago	Six summers ago
	(A) Points	5	4	3	2	1	0
	(B) Year	Current school year	Last school year	Two school years ago	Three school years ago	Four school years ago	Five school years ago
	(B) Points	0	1	2	3	4	5

E. Evaluation

Evaluation of teacher performance will include only one (1) observation and follow-up conference for employees performing satisfactorily. If the observation indicates less than satisfactory performance, there will be a second observation and follow-up conference. If the second observation indicates satisfactory performance, the evaluation process is complete. If the second observation indicates unsatisfactory performance, a formal evaluation and follow-up conference will be done.

The observation and evaluation forms will be the same instruments as used during the school year. All observations and evaluations go into the employee's personnel file. An unsatisfactory evaluation precludes the employee from applying for a Summer School teaching position for five (5) years.

- F. The salary for teaching Summer School will be seventy percent (70%) of the individual's daily rate if they are teaching a 4-hour schedule 5 days a week. Teachers teaching a 5 hour schedule 4 days a week will receive eight-seven and half (87.5%) of their daily rate. The daily rate is based upon the previous regular school year's salary scale.
- G. Serious effort shall be made to make Summer School assignments so that no more than two (2) preparations shall be required, except by mutual agreement between the principal and teacher.

H. A Summer School faculty meeting shall be held prior to the opening of Summer School. Serious effort shall be made to meet at a time other than the week between the end of the regular school year and the start of Summer School, except in an emergency.

I. Shared and Part-Time Assignments:

Upon approval by the Summer School principal and the District, shared job assignments shall be permitted for Summer School assignments. Teachers applying for such assignments should submit their applications jointly. Joint applications should be specific regarding duties, responsibilities, schedules, program continuity, etc.

Job sharing applications will not be considered until all qualified full-time applicants are placed. For purposes of determining Summer School staffing, job shared and other part-time assignments will be given the same weight as full-time assignments.

J. One (1) day of sick leave will be granted to teachers working the full six (6) week summer session. This day will be treated the same as any other day of sick leave for purposes of use and accrual. Job sharers who work less than the full assignment shall receive a pro rata allocation of sick leave.

**ARTICLE 34
CONEJO INDUCTION PEER ASSISTANCE & REVIEW PROGRAM
(CiPAR)**

The parties have established the Conejo Induction Peer Assistance and Review Program (CiPAR) and they agree to abide by the guidelines set forward in the Trust Agreement.

**ARTICLE 35
JOB SHARING**

For purposes of this Article, job sharing shall refer to an arrangement in which two (2) full-time permanent teachers share one (1) teaching assignment for one (1) year with both teachers being on partial leave of absence without compensation.

A. General Provisions

1. To be eligible, teachers must be permanent certificated employees of the District.

2. Eligible teachers who wish to participate in job sharing must submit their joint proposal in writing to the District no later than March first (1st) of the school year preceding the school year in which the job sharing arrangement will take place.
 3. Under normal circumstances teachers will be notified by April first (1st) if their proposal has been approved or denied. By the first (1st) Friday in June, teachers will be notified of their tentative assignment.
 4. Teachers who teach or are qualified to teach in grades K-5 or in self-contained classes in grades 6-12 are eligible to apply for job sharing assignments.
 5. A job sharing arrangement shall be approved for only one (1) year, but may be renewed in writing on an annual basis.
 6. The Assistant Superintendent, Personnel Services, and the principal shall review all requests for job sharing. They shall approve or deny the request. The decision of the Assistant Superintendent, Personnel Services, and the principal shall be final.
 7. If the request for job sharing is denied, and if the affected employee(s) requests, the reasons for the denial shall be provided by the Assistant Superintendent, Personnel Services.
 8. Teachers shall work together on each non-teaching preparation day prior to the opening of school and the first (1st) teaching day of the school year to ensure a smooth opening.
 9. Each teacher shall work the same amount of time per school year. Minor adjustments will be made due to holidays, since they do not fall evenly throughout the year.
- B. Benefits shall be pro-rated according to the amount of time worked. Each teacher shall receive a pro-rata amount of health, welfare and leave benefits. Contributions to the State Teachers Retirement System shall be proportionate to time served and salary earned.
- C. Job sharing teachers shall receive salary schedule increments on a pro-rata basis provided, however, that no movement on the schedule shall occur until the teacher has accrued at least one (1) year's worth of credit (e.g., has worked fifty percent [50%] for two [2] years). STRS credit shall be governed by applicable statutory provisions and is not affected by this provision.

- D. If one (1) teacher is absent, the other may assume the responsibility of covering the class. That teacher shall be paid their per diem rate for the days taught. However, there shall be no increase in health benefits unless that teacher reverts to full-time contract status.
- E. Job sharing teachers shall work on all regularly scheduled non-teaching (pupil free contract days) workdays.
- F. Job sharing teachers shall share the responsibility of contacting parents as needed and sharing the results of those contacts with the other teacher.
- G. Teachers will include in their proposal how they plan to handle parent conferences and preparation of progress reports and report cards.
- H. Teachers will include in their proposal discussion regarding attendance at staff meetings and coverage for adjunct duties and supervision duties, etc. The teacher attending the staff meeting will provide the other teacher with the information covered in the staff meeting.
- I. Both job sharing teachers will be present at Back-To-School and Open House.
- J. Job sharing teachers may mutually agree to exchange regularly assigned times subject to notification and approval of the Principal.
- K. Upon the written request of the two (2) teachers, a job sharing assignment may be renewed provided the two (2) teachers notify the principal and the District prior to March first (1st). In the event the two (2) teachers fail to notify the District in a timely manner of their desire to continue the job sharing assignment, or in the even the District does not approve the continuance of the assignment, the teachers shall be returned to full-time assignments.
- L. If a teacher in a job sharing assignment returns to full-time teaching following his/her first (1st) year of job sharing, the teacher shall be returned to his/her original school. If a teacher in a job sharing assignment returns to full-time teaching following more than one (1) year of job sharing, he/she will be assigned to his/her original school only if a vacancy exists at that school, otherwise the teacher will be assigned per contract language in Article 21.

ARTICLE 36
GAINFUL EMPLOYMENT

The intent of this article is to give more opportunities to unit members to obtain gainful employment positions. For positions with the school for which unit members earn additional income, the principal shall devise a process by which such positions are assigned equitably, inform the faculty of the process, and advertise the position. Unit members shall be limited to having 1 (one) of these assignments at a time. If all volunteers have been exhausted, a unit member may have more than 1 (one) of these assignments.

1. For positions where the unit member would be paid their hourly rate of pay (e.g. auxiliary period, high school exit exam prep, credit recovery, etc.) the principal, whenever possible, will have interviews for the position. The appropriate department chair shall be part of the interview process.
2. For hourly paid positions the principal shall rotate the assignment of these positions among the people who have applied on a yearly basis whenever possible. The principal shall retain the right to select the person (s) to teach the class.
3. Unit members who are chosen to work in the library at lunch time or extended hours shall be required, if necessary, to attend an in-service training that will last a maximum of 1 (one) hour. The Teacher Librarian will be paid their hourly rate for providing this training.

This Contract shall become effective upon ratification by the Unified Association of Conejo Teachers and the Board of Education of the Conejo Valley Unified School District to be effective as of July 1, 2013 and shall continue in effect to and including June 30, 2016, or until a successor agreement becomes effective, whichever is later.

Signed and entered into this 19th day of May, 2014.

FOR THE DISTRICT

FOR THE ASSOCIATION

President, Board of Education

President, Unified Association of
Conejo Teachers

Superintendent of Schools

Chairperson, Negotiating Team

Lead Negotiator

Negotiator

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

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