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ARTICLE 1

AGREEMENT

- 1.1 Except as otherwise provided herein, this agreement shall remain in full force and effect through, June 30, 2007 and thereafter shall continue in effect year-to-year until modified, or amended, through negotiations, by one of the parties notifying the other, in writing, no later than March 15 of its intended revision.
- 1.2 Savings Clause. If any provision of this Agreement is held to be contrary to the law by a court of competent jurisdiction, such provision will be invalid, but, all other provisions will continue in full force and effect.
- 1.3 Agreement Prevails. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the District.
- 1.4 The District agrees to bargain the impact of decisions which change the terms and conditions of employment of unit members as defined in Government Code Section 3543.2 (Scope of Representation in Rodda Act) to the extent required by law.
- 1.5 Maintenance of Regulations. The District agrees to maintain the existing Administrative Regulations, 6050, 6050.1, 6050.2, 6050.3, adopted July 6, 1982 and dealing with curriculum; 6060.1 adopted July 1982 and dealing with curriculum modification; 6080, 6080.1 adopted July 6, 1982 and dealing with Controversial issues, for the life of this agreement. A copy of the Administrative Regulations shall be placed in each school site library.

ARTICLE 2

RECOGNITION

2.1 The District recognizes the Association as the exclusive representative of all regular, full-time and part-time certificated employees (Education Code Section 44909), temporary employees as defined in Education Code Sections 44920 and 44921, including Counselors, Adult Education Teachers, Psychologists, Resource Specialists, Speech, Language and Hearing Specialists, Nurses and Certificated Library Media Teachers, activities director, and athletic director; excluding those positions designated as management, supervisory and/or confidential by the Governing Board on April 5, 1976, PERB documents and Article 3 Definitions of the Collective Bargaining Agreement. The following classifications are specifically excluded from the bargaining unit: Substitute teachers, coordinators, supervisory nurse, program specialist, project specialist, and directors.

Bargaining Unit members shall not be assigned administrative duties.

ARTICLE 3

DEFINITIONS

- 3.1 “Regular Day Employees” as used in this Agreement refers to all regular part-time, full-time, permanent and probationary classroom teachers, and temporary employees, as defined in Education Code Sections 44920 and 44923, Counselors, Psychologists, Resource Specialists, Nurses, Certificated Library Media Teacher, and Speech, Language, and Hearing Specialists.
- 3.2 “Summer Program Employees” as used in this Agreement refers to unit members working during the summer months in the extended year program and/or summer school.
- 3.2 “Adult School Teachers” as used in this Agreement refers to unit members working the Adult School Program.
- 3.4 “Unit Members” as used in this Agreement refers to regular full-time and part-time probationary and permanent certificated employees, special contract employees (Education Code Section 44909), temporary employees as defined in Education Code Sections 44920 and 44923, including Counselors, Psychologists, Speech, Language and Hearing Specialists, Resource Specialists, Adult Education Teachers, Nurses, and Certificated Library Media Teacher, athletic director, and activities director; excluding those positions designated as administrative, management, supervisory, and confidential by the Governing Board on April 5, 1976, substitute teachers, coordinators, supervisory nurse, program specialist, directors, project specialist and consultants.
- 3.5 “Superintendent” shall mean Superintendent or designee.
- 3.6 “Principal” shall mean Principal or designee.
- 3.7 A “Day” is a day in which unit members are required by contract to render service. “Instructional Day(s)” means any day(s) students are present for instruction.

- 3.8 “Paid Leave of Absence” means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which she/he enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during her/his leave.
- 3.9 “Unpaid Leave of Absence” means that a unit member shall be entitled to the same benefits accorded unit members who are on paid leave, excluding wages.
- 3.10 “Management employee” means any employee in a position having significant responsibilities for formulating district policies or administering district programs.
- 3.11 “Supervisory employee” means any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action.
- 3.12 “Supplemental Service Provider” Member is a unit member employed, as described in this agreement, to teach/tutor as a supplemental service to pupils, or otherwise to provide supplemental services of an instructional nature to pupils. Participation of unit members of the District in providing supplementary service shall be voluntary.
- 3.13 “Core Academic Subjects” are: English, reading and language arts, mathematics, science, foreign languages, civics and government, economics, history and geography.
- 3.14 “IEP” Individualized Education Program is a written description for a student with a disability that is developed, reviewed, and revised in accordance with relevant federal and State laws and regulations.
- 3.15 “IEP TEAM”. A group of individuals responsible for identifying and evaluating students with disabilities; developing, reviewing, or revising an IEP for a student with a disability; and determining the placement of a student with a disability in the least restrictive environment (LRE).

- 3.16 “IEP TEAM MEETING”. A prearranged meeting when school staff members, a parent, and others who have knowledge or special expertise regarding the child come together at the same time and place to discuss matters related to the identification, evaluation, educational placement, and the provision of FAPE for a student with a disability.
- 3.17 “District” is the Chaffey Joint Union High School District, its Board of Trustees, Administration, and other designated representatives.
- 3.18 “Association” means the Associated Chaffey Teachers, CTA/NEA, its officers, and representatives. The Association is the exclusive representative of the certificated bargaining unit in the District.
- 3.19 “Immediate Supervisor” means the unit member’s administrator, employed by the District who has direct responsibility for supervising the Unit Member.
- 3.20 “Immediate Family” means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.
- 3.21 “Dependent” means any spouse, domestic partner, or other person for which the unit member has physical or legal custody. Age limits and other requirements such as college attendance for children.
- 3.22 “Per Diem Rate of pay” means the unit member’s annual scheduled salary divided by the number of duty days required by the Agreement.
- 3.23 “Hourly Rate of pay” means the daily rate of pay divided by 7 ¼ daily duty hours.
- 3.24 “Site” means a building or location where unit members work.
- 3.25 “Domestic Partner” means the person designated by a bargaining unit member who has met the requirements of California’s Family Code Section 297. Has registered their partnership with the Secretary of State in California on the “Declaration of Domestic Partnership” form pursuant to Division 2.5 of the Family Code and obtain a notarized and certified copy of the “Declaration of Domestic Partnership” form and provide a copy of the form to the District.

- 3.26 “Adjunct duties” are those duties of supervising students for reasons other than instruction performed after the work day.
- 3.27 “Preparation period” a non instructional period for bargaining unit members assigned to the classroom, utilized as preparation time, and by each classroom bargaining unit member in such manner as to enable further development and refinement of professional competence and greater instructional effectiveness in the classroom. Preparation time is a duty period and shall be used for professional assignment-related work, including, but not limited to, presentation for classes; preparation of instructional materials; preparation of or attendance at demonstration lessons, participation in employee training; conferences with the principal, regarding evaluation observations, parent conferences and classroom substitutions as per Article 10.5.4, lesson planning, and collaborating with colleagues on instructional strategies.
- 3.28 “Classroom Teacher” refers to a Bargaining Unit member who is assigned to an instructional setting.
- 3.29 “Support Personnel” refers to any Bargaining Unit member who is not a “Classroom Teacher” as defined above.
- 3.30 “Least restrictive environment:” To the maximum extent appropriate, children with disabilities are educated with children who are not disabled.
- 3.31 “Mainstreamed:” Special education students receive instruction in regular education classes with support and services.
- 3.32 “Included students:” Students with an IEP who receive instruction in a regular education setting.
- 3.33 Special education students: a student who has a current IEP.
- 3.34 “Collaboration Model:” An instructional model designed to ensure success for mainstreamed students within the regular education classroom setting. The model allows for regular education and special education teachers to work simultaneously in a common classroom. Both general and special educators work together as equal partners, with both involved in all aspects of planning, teaching and assessment. Areas for collaboration shall include curricula and instruction, assessment and evaluation, and classroom management and behavior.

ARTICLE 4

NEGOTIATION PROCEDURES

4.1 Reopeners of the Agreement

4.1.1 The parties hereby agree that negotiations will reopen on or before July 1 of each year for the life of the contract on the following: Compensation (Article 26) and Fringe Benefits (Article 19), Calendar, and two additional sections. Additional sections may be reopened on mutual agreement of the Bargaining Agent and the District.

4.1.2 Continued negotiations regarding Medicare shall be reopened after the CBEDS date and the adoption of the state budget.

ARTICLE 5

RIGHTS AND PROCEDURES

5.1 District Rights. Except as limited by the law and the terms of this agreement, it is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law, and the use of judgment and discretion in connection therewith. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of the students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine allocation; determine the methods of raising revenue; contract with ROP, San Bernardino County, WESELPA and other agencies for services not normally provided by bargaining unit members; take action on any matter in the event of an emergency as defined in Government Code Section 8558 (any such action taken shall have been necessitated by the emergency and shall be in effect only so long as the condition caused by the emergency exists); hire, classify, assign, evaluate, and promote employees; discipline employees pursuant to Education Code 44944; and terminate employees pursuant to Education Code 44955.

5.1.1 Notwithstanding any other provisions of this Article, the parties agree that this Article is not intended as a general or specific waiver of any right of the Association or unit members.

5.1.2 Counselors hired beginning with the 2004-2005 school year must possess and keep current a valid California single subject teaching credential and a valid California Pupil Personnel Services Credential or present written verification from an accredited institution that they qualify for a Pupil Personnel Credential and that an application is being processed.

5.1.3 All teachers must receive certification in Cultural, Language and Academic Development (CLAD) or its equivalent, no later than the first day of the 2009-2010 school year, in order to continue employment with the C.J.U.H.S.D.

In order to qualify for reassignment under Article 23, bargaining unit members not assigned to the classroom must have met the above

requirement.

5.2 Association Rights

5.2.1 Representation. The Association and its officers shall have the right to represent the members of the Bargaining Unit relating to all matters enumerated under the Rodda Act. (EERA 3543.5, 3543.1, 3543.2).

5.2.2 Use of Facilities. The Association and its officers shall have the right of reasonable use of District facilities for the purpose of transacting Association business provided such use does not interfere with the school program or duties of unit members, and provided further, an authorized Association representative obtains advance permission from the Superintendent or designee regarding the time, place and type of activity to be conducted. A reasonable fee may be assessed for exceptional expense incurred by the District related to utilities, security, clean-up and unusual wear and damage as a result of use of the school facility by the Association.

5.2.2.1 Bargaining unit members shall obtain permission and appropriately calendar the use of school facilities for voluntary events that do not violate the collective bargaining agreement.

Articles contained else where in the this Agreement are not applicable for voluntary events as stated below:

Article 19.6 Reimbursement Privileges

Article 19.6.1.1 Reimbursement of Personal Property

Article 19.6.1.1.1 Reimbursement for Vandalized Vehicle

Article 19.6.1.2 Reimbursement Limits

Article 19.6.1.3 Reimbursement Eligibility

Article 19.6.1.4 Reimbursement Application

Article 19.6.1.5 Reimbursement, Replacement, Repair

Article 21.4 Industrial Accident Leave

5.2.3 Use of Bulletin Boards, Mail Boxes and Mail Service. The Association shall have the right to post notices with an appropriate Association identification, regarding activities and matters of Association concern on

bulletin boards at least one of which shall be provided at each school site in areas frequented by unit members. The size and location shall be mutually agreed upon by the ACT campus director and the site administration. The Association shall have use of intra-district mail service, both incoming and outgoing, and mail boxes for communications to unit members regarding activities and matters of Association concern. Copies of all materials for general distribution shall be mailed to the Superintendent at the time the information is distributed.

5.2.3.1 Bargaining unit members shall not utilize intra-district mail service, both incoming and outgoing, and mail boxes for other than official school business communications to unit members without written approval of the Principal.

5.2.4 Announcements. Provisions shall be made for Association announcements following the conclusion of each faculty meeting.

5.2.5 The District, upon request by the Association agrees to furnish to the Association, within ten (10) days, all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90 Reports, assignment location of certificated personnel, tentative budgetary requirements and allocations, the agenda and minutes of all Board meetings and attachments thereto at the time of distribution to the Board, census and membership data, names, addresses and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members without cost to the Association.

5.2.6 Negotiation Information. The District shall furnish the Association upon request all information classified as public which is necessary and relevant for the Association to fulfill its responsibilities in connection with the negotiations and maintenance of the Collective Bargaining Agreement. Such information shall be provided within a reasonable time following the request.

5.2.7 Such information, by request of the Association, shall be supplied via electronic means if the District keeps such data in electronic format.

- 5.2.8 Association Leave. A maximum of twelve (12) days shall be granted in any school year to the Association for legitimate Association business. Additional days, which are in the best interest of the District, may be granted. Such leave shall be requested in writing by the ACT President at least two (2) days in advance of the proposed leave. The Association shall reimburse the District for substitute costs resulting from such leave at the time of each absence, except that paid leave shall be granted for four (4) days of the twelve (12) days.
- 5.2.9 President's Leave. The Association President shall be provided with full-time released time at no loss of salary or other benefits for the duration of the Agreement. The base salary for the Association President will be determined by the president's appropriate placement on the teacher's salary schedule for a work year equal to that contracted prior to his/her election as President. The Association will submit a written request annually identifying the amount of additional salary which the president should receive for additional work days/hours beyond the normal contract work year. The Association will reimburse the district on a quarterly basis all costs for salary, employer retirement contribution for the amount which exceeds the base salary. The annual and monthly salary received by the Association President will be based on the combined total of the base salary and the additional duties salary as requested by the Association. The District shall not incur any additional cost from this agreement article. The President shall return to his/her assignment with a preference given to return to the original site in the event a qualifying position is available and upon a written request. This sub-section is only applicable for the year of return from the Presidency.
- 5.2.10 Board Agendas. The District shall provide the Association one complete agenda for all Board of Trustees meetings on the same day that said agenda is delivered to Board Members. The service of the agenda shall constitute official notice of any proposed action by the Board of Trustees on items set forth in the agenda.
- 5.2.11 Association Meetings. Prior to the opening of school in September, the Association will calendar two (2) Tuesday afternoon per month for Association business. The District and Site Administrators shall avoid scheduling meetings in conflict with these meetings except for meetings called to deal with emergency situations. No unit member shall be denied the right to attend these Association meetings because of District or site meetings unless such meetings conflict with their regularly scheduled

assignments.

5.2.12 Bargaining Unit Representatives to District Committees.

The Association shall select or elect unit member representatives to school site councils, staff development committees, school discipline committees, school safety plan committees and other District advisory committees.

5.2.13 The District shall notify the Association of any new certificated classifications created and negotiate the impact and/or placement of any such classification in the certificated bargaining unit prior to Board action. Disputed cases shall be submitted to PERB for determination.

5.3 Unit Member Rights.

5.3.1 Complaints or Charges. No negative and/or unsatisfactory evaluation, discipline, dismissal, or other adverse action shall be taken against a unit member due to complaints, information or material of a derogatory or critical nature or charges received from pupils, parents, District, employees, and/or the public unless the Administrator believes it is significant and the following procedures have been followed:

5.3.1.1 All complaints or charges, including sexual harassment charges, shall be received by the District without comment or prejudice.

5.3.1.2 A preliminary investigation of any complaint or charge may be made by an administrator. If this investigation reveals a serious or unresolved complaint or charge, the person making the original complaint or charge shall state the complaint or charge in writing and sign it. If the complainant refuses to do this, the charge shall be dropped.

5.3.1.3 Those involved shall receive written notification of the complaint or charge within five (5) working days after it has been reduced to writing and submitted to the District except as otherwise provided by law. A unit member shall have the right to Association representation at any conference or investigatory meeting.

5.3.1.4 If the complaint or charge cannot be resolved at the local school level, the superintendent shall make a thorough investigation of the alleged complaint or charge and attempt to effect a resolution.

The term “resolution” as used in this section shall mean the resolution to the point that neither the charging party nor the unit member wishes to pursue this issue to another level

5.3.1.5 In the event resolution cannot be effected by the Superintendent, the Superintendent or the employee may present findings to the Board of Trustees for appropriate action. The employee(s) shall have the right to be present during the presentation of any information or evidence having bearing on the charge.

5.3.1.6 If the complaint or charge is presented to the Board of Trustees, they shall be received in executive session unless otherwise requested by the staff member being charged

5.3.1.7 Complaints or charges which are withdrawn, shown to be false, or are not sustained by the grievance procedure, shall neither be placed in the unit member’s personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.

5.3.1.8 All information or proceedings regarding any complaint or charge shall be kept confidential by the District.

5.3.1.9 If the complaint or charge is found valid, the District may impose disciplinary action, both orally or written, and suspension, for just cause. After other forms of progressive discipline, including administrative leave with pay, have been exhausted or are inappropriate, suspension without pay may be imposed for no more than two (2) days. Suspension for more than two (2) days may be imposed with the concurrence of the Association.

5.3.1.10 A member of the Bargaining Unit may not assist a student or parent in making a written complaint or charge against another unit member.

5.4 Non-Reappointment. If a unit member is not to be re-appointed to a special assignment or is removed during the year, the written reasons for non-reappointment or for removal shall be provided the unit member involved upon written request. Unit members shall not be removed during the school year from such appointments without cause.

5.5 Personal and Academic Freedom.

5.5.1 Unit members have the responsibility for implementing the study of issues, subjects, and materials relevant to the assigned course of study. Among the objectives to promote this end are the following:

1. Ability and the will to study complete life situations and to make intelligent choices from alternatives.
2. Ability to analyze materials, to recognize propaganda, and to evaluate sources of information.
3. Ability and the desire to make use of rational methods in considering a significant issue and in coming to decisions about them.
4. Willingness to recognize the necessity for the value of differing viewpoints.
5. Readiness to accept desirable compromise when necessary.
6. Respect for minority position and acceptance of the right of minorities, through the democratic process, to attempt to become majorities.

5.5.2 The District has the responsibility to insure unit members reasonable freedom in classroom presentations and discussions including controversial materials, providing said material is relevant to the course content and is within the scope of the law.

5.5.3 A unit member shall be entitled to full rights of citizenship. The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action.

5.5.4 The District shall prohibit discrimination because of race, color, national origin, religion, sex, sexual orientation, age, handicap, disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercising the rights contained in this Agreement.

5.5.5 The District shall take reasonable steps to prevent any form of harassment against a unit member while performing the duties of employment.

- 5.6 Waiver of Unit Member Benefits or Privileges. No waiver of any of the benefits or privileges granted to any unit member of this Agreement or by District policy shall be valid unless approved in writing by the Association
- 5.7 Salary Reserve. Contract employees not paid in twelve equal monthly payments may elect to participate in a Salary Reserve Plan as authorized by Education Code 45040.
- 5.8 Representation. A unit member shall be entitled to have present representatives of the Association when he/she is being reprimanded, warned, or disciplined.
- 5.9 Personnel Files.
- 5.9.1 Right to Examine. Each unit member shall have the right to examine and obtain copies at cost of all material in his/her personnel file, located in the District office, that is not restricted as confidential by Education Code Section 44031. Any material placed in the file shall be signed and dated by the person or persons who drafted it. The District shall make timely notification to any unit member when any material is to be placed in the file and before any action is to be taken. "Timely Notification" shall mean as soon as reasonably possible and long enough to reasonably prepare defense or response.
- 5.9.2 Right of Response. The unit member shall sign any material placed in the file to indicate that he/she has seen the material, but the signature shall not necessarily indicate agreement with the contents. The unit member shall be given the right to attach a response to any materials placed in the file.
- 5.9.3 Right of Representation. Upon written authorization by a unit member, a representative of the unit member shall be permitted to examine materials in the file.
- 5.9.4 Examination Log. Each unit member's file shall have a log sheet upon which shall be recorded the name, date, and purpose for which an examination of the file is made by anyone. Access to the files by members of the District Administration shall be on a need-to-know basis. Board of Trustees members may request a review of a unit member's file at a personnel session of the Board of Trustees.

5.9.5 Notation of Resolution. The Administration shall, upon request, make a notation in the files when a previous problem has been resolved.

5.9.6 On-site Files. Any file on a unit member kept at a site other than the central office shall be subject to all the same protections and rights of access as the central district file.)

5.9.7 Removal of Derogatory Material. After seven (7) years, a unit member may request material of a derogatory nature be removed from his/her personnel file unless such material is currently involved in pending litigation. Evaluations are not subject to removal.

5.10 Parent/Guardian Involvement and Information

5.10.1 Parent(s)/guardian(s) wishing to observe a unit members shall submit a request to the administration. The administration will meet with the unit member to determine the date, time and duration of the visitation.

5.10.1.1 Parent(s)/guardian(s) coming onto a work site for any purpose shall check in the main office prior to visiting any other location at the site. Personnel in the main office shall contact the unit member to be visited before the parent(s)/guardian(s) are allowed to leave the office to go to the unit member's work location at the site.

5.10.1.2 If, during the course of the observation, the parent(s)/guardian(s) presence becomes disruptive, the unit member shall have the authority to tell the parent (s)/guardian(s) to leave the classroom.

5.10.1.3 The unit member shall report any incidents to the site administrator as soon after the incident as possible.

5.10.1.4 A disruptive parent/guardian shall not be allowed to observe the unit member's classroom again without conferencing with an administrator and unit member. A disruptive parent/guardian shall

not be allowed to observe the unit member's classroom again unless agreed to by the unit member and the site administrator.

5.10.2 Parent(s)/guardian(s) wishing review materials for use in their student's classroom shall provide a written request to the student's teacher. Reasonable time will be afforded a unit member to gather requested information and materials prior to the visitation. Arrangements shall be made should a unit member wish to be present during review of materials.

5.11 Annual Parent Notifications Required by Law

5.11.1 The District will adhere to the parent notification requirements as set forth in the provisions of the No Child Left Behind Act.

5.11.2 If the district receives a request from a parent for information about the professional qualifications of his/her child's teacher(s), the district shall only provide information about the following:

- (1) whether the teacher has met state qualifications and licensing criteria for the grade levels or subject area taught;
- (2) whether the teacher has an emergency or waiver certification; and
- (3) the degree(s) and certification held by the teacher and subject area for each degree or certification.

5.12 Classroom Aides

5.12.1 The work of instructional and clerical aides shall be under the direction of the certificated bargaining unit member they are assigned to.

5.12.3 No instructional or clerical aide or any other classified personnel of the District shall participate in or provide information for the evaluation of a unit member.

5.13 Teaching Conditions

5.13.1 Repairs, setup, and programming of educational technology, equipment, and instructional devices shall be made as soon as

possible by qualified personnel.

5.13.2 Except in emergencies, the District shall make every effort to address necessary repairs and maintenance of classrooms and District facilities at a time that will not interfere with the instructional program. Should the health, safety, or welfare of pupils or unit members be endangered, immediate action shall be taken by the District to correct the problem.

5.13.3 Unit members shall not be expected to use or purchase supplies or personal equipment for their assignment.

5.14 Grading/Progress Reports

5.14.1 Grading/Progress Reports for 9-12 grade levels shall be two (2) grading periods for all students at approximately the 9th and 18th weeks of each semester. Two (2) progress reports at approximately the 5th and 14th weeks of each semester will be required for all students who:

- are earning less than a C grade
- are in danger of failing
- have dropped two or more grade levels.

Teachers shall have the option to grade all students at progress reporting time.

5.14.2 Grades will be due at 8:00 a.m. on the third day following the end of the grading period.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Definitions

- 6.1.1 A “grievance” is a claim by a unit member or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement. Actions to challenge or change the policies of the District as set forth in the Rules and Regulations or Administrative Regulations, which are not in conflict with this Agreement, must be undertaken under separate legal process.
- 6.1.2 A “Day” is a day in which unit members are scheduled to work.
- 6.1.3 The “Immediate Supervisor” is the lowest level Administrator having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

6.2 General Provisions.

- 6.2.1 The time limits contained herein are considered maximum limits. However, they may be extended or reduced by mutual written agreement.
- 6.2.2 The grievant may be represented by authorized representatives selected by the Association at any conference or hearing. For this purpose, released time may be provided the grievant and the Association representatives at a time mutually agreed to by the grievant and by the District’s designee.

6.3 Informal Level.

- 6.3.1 Before filing a written grievance, the grievant is encouraged to attempt to resolve it by an informal conference with the grievant’s immediate supervisor. The immediate supervisor or his designee shall confer with the grievant within five (5) days of the request. Any time required in this attempt shall be added to the twenty (20) days period for filing the grievance at level 1.

6.4 Formal Level - Level 1 - School Level.

- 6.4.1 Within twenty (20) days after the grievant has knowledge of or reasonably should have knowledge of the event which caused the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

6.4.2 This statement shall include the circumstances involved and the remedy sought.

6.4.3 The supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievance shall proceed to the next level.

6.4.4 Within the above time limits either party may request a personal conference with the other party. The Association shall be notified by the District prior to such a meeting in sufficient time to provide representation.

6.5 Level 2 - Superintendent's Level.

6.5.1 In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision on the appropriate form to the Superintendent within ten (10) days.

6.5.2 This statement should include a copy of the original grievance, the decision rendered, and reason(s) for the appeal.

6.5.3 The Superintendent shall communicate a written decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits. The Association shall be notified prior to such a meeting, by the District, in sufficient time to send representatives. If the Superintendent does not respond within the time limits, the grievant may request the Association to proceed to arbitration.

6.6 Level 3 Arbitration.

6.6.1 In the event the grievant is not satisfied with the decision at level 2, the grievant may within ten (10) days of the decision or the date the decision was due, request the Association to submit the grievance to Arbitration.

6.6.2 If the Association agrees to submit the grievance to Arbitration, it will so notify the Superintendent and the American Arbitration Association (AAA) within fifteen (15) days of the request. Except as otherwise agreed in writing, the parties shall then be bound by the Voluntary Labor Arbitration Rules of the AAA and the award of the arbitrator.

6.7 The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement or the written policies, rules, regulations and procedures of the

District.

6.8 Miscellaneous Provisions.

- 6.8.1 The parties agree that the costs and fees of arbitration shall be borne by the District if the grievance is sustained, and by the Association if the grievance is denied. In the event the grievance is sustained in part and denied in part, the arbitrator shall determine the appropriate share of costs to be assessed each party.

- 6.8.2 If the Board of Trustees wishes to review the grievance and the Superintendent's proposed decision, the Superintendent shall so notify the grievant within the ten (10) days time limit referred to in Section 2.5.5.3 above, and that time limit shall then be automatically extended to twenty (20) days.

- 6.8.3 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

ARTICLE 7

ORGANIZATIONAL SECURITY

7.1 Dues Deduction

7.1.1 Any unit member who is a member of the Associated Chaffey Teachers/CTA/NEA, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorized deduction, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month of ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

7.1.2 With respect to all sums deducted by the District pursuant to sections 7.1.1 and 7.2.1 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

7.2 Agency Fee

7.2.1 Any unit member who is not a member of the Associated Chaffey Teachers/CTA/NEA, or who does not make application for membership, shall become a member of the Association or pay to the Association a fee. This fee shall be an amount equal to unified dues, initiation fees, and general assessments payable to the Association in one lump sum cash payment in same manner as required by the Association for the payment of membership dues; however the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 7.1.1 of this Article. In the event a unit member chooses not to pay such fee directly to the Association or to authorize payment through payroll deduction as provided in Section 7.1.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code 45061 and in the same manner as set forth in Section 7.1.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

7.2.2 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 Associated Chaffey Teachers/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code:

7.2.2.1 Foundation to Assist California Teachers

7.2.2.2 United Way

7.2.2.3 City of Hope

Such payment shall be made on or before December 31 of each school year.

7.2.3 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 7.1.1 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 7.1.1 and 7.2.1 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom the payment in lieu of service fee has been made. Such proof shall be presented on or before December 31 of each school year.

7.2.4 Any unit member making payments as set forth in sections 7.2.2 and 7.2.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedure.

7.2.5 With respect to all sums deducted by the District pursuant to sections 7.1.11 and 7.2.1 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

7.2.6 The Association agrees to furnish any information needed by District to fulfill the provisions of section 5.3 of this Article.

7.2.7 The Associated Chaffey Teachers and the California Teachers Association agree to indemnify and hold harmless the District against any and all liabilities,

claims or actions which may be brought against said District or District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all costs, legal expenses, fees, and judgments and providing a defense on behalf of the District at the Association's expense against any and all lawsuits or legal proceedings, arising out of and connected with Article 7.2 (the agency fee provision). The Association and CTA shall have the right to determine whether any action or proceeding herein shall be settled, tried or appealed.

ARTICLE 8

Management Proposals

- 8.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, unlawful picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the Association or by its officers, agents, or members during the term of the Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 8.2 The Association recognizes the duty and obligation of the representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 8.3 During the term of this Agreement the District agrees that it shall not engage in a lock out involving unit members.
- 8.4 It is agreed and understood that any employee violating this Article may be held accountable subject to the due process procedure.
- 8.5 This Article shall be suspended and have no effect should the parties fail to reach agreement in negotiations over any topic properly reopened after completing the impasse procedures of the Rodda Act.

ARTICLE 9

SAFETY

SAFETY CONDITIONS OF EMPLOYMENT & STUDENT DISCIPLINE POLICIES.

9.1 Safe Working Conditions

- 9.1.1 Bargaining unit members shall not be required to work unsafe conditions or to perform tasks that endanger their health, safety or well-being.
- 9.1.2 Upon written notification, the District shall make every effort to eliminate or correct any unsafe or hazardous condition.
- 9.1.3 The District shall comply with provisions of the California Occupational Safety and Health Act.
- 9.1.4 In the event of an emergency school or District closure, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate the form of making up the days with the Association.
- 9.1.5 Each school year, the District shall provide each department with first aid kits containing rubber gloves, mouth to mouth breathers, first aid book, flashlight and basic first aid supplies.
- 9.1.6 The site safety committees shall work to provide each classroom and major work area with an alert system to be used only for emergency purposes, or as an indicator that a bargaining unit member is in need of help.
- 9.1.7 The District shall keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. If insecticides or poisons are used, the District shall notify unit members of the names of the chemicals used at least one week in advance of their use.

The District shall apply them only at times when unit members and pupils are not present, allowing sufficient time for toxic effect to wear off before humans re-enter the affected area.

9.2 Abuse, assault, battery or threat of such against a Unit Member.

9.2.1 Report of Incidence. Any abuse, assault, battery, or threat of force directed toward unit members at any time or place, which is related to school activity or school attendance, shall be reported to the immediate supervisor and/or site administration. As required by Education Code Section 44014 (a) the unit member and the administration shall promptly report the same to the appropriate law enforcement authority.

9.2.2 The District shall provide in-service training on a voluntary basis to unit members wishing training on how to use conflict intervention skills to subdue assaultive pupils and break up pupil fights.

9.2.3 The District shall provide support and assistance, to unit members who may have been assaulted while in performance of their duties.

9.3 Pupil Suspension from Class. (Short Term Pupil Suspension)

9.3.1 A Bargaining unit member may suspend any pupil from her/his class for any of the acts enumerated in Section 48900 of the Education Code for the day of the suspension and the day following. These acts include:

- (a) Causing, attempting to cause, or threatening to cause physical injury to another person.
- (b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or

material as a controlled substance, alcoholic beverage, or intoxicant.

- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stolen or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, “imitation firearm” means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual batter as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary

proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

9.4 Long Term Pupil Suspension

9.4.1 48900.2 Suspension for Sexual Harassment.

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

9.4.2 48900.3. Hate Violence.

In addition to the reasons specified in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (3) of Section 33032.5.

9.4.3 48900.4. Harassment, Threats, or Intimidation Against a Pupil.

In addition to the grounds specified in Section 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.

9.4.4 The unit member shall immediately report the suspension to the school principal (or her/his designee) and send the pupil to the principal (or her/his designee) for appropriate action.

9.4.5 As soon as possible, the unit member shall request a conference regarding the suspension with the pupil's parent or guardian. The principal or designee shall facilitate in carrying out this obligation of the unit member

including sending of notices to parents or guardians and the scheduling of meetings at mutually acceptable times. The principal or designee shall attend the conference if the unit member or parent requests.

9.4.6 The pupil shall not be returned to the bargaining unit member's class during the period of suspension without the bargaining unit member's concurrence.

9.4.7 The pupil shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the pupil was suspended.

9.4.8 Pupil Suspension from School.

A bargaining unit member may also refer a pupil for suspension from school to the principal (or her/his designee) for any acts enumerated in Section 48900 of the California Education Code. These acts are listed in Section 9.3 of the Collective Bargaining Agreement.

9.4.8.1 The actions stated above may occur at any time or place related to school attendance or a school activity.

(a) While on school grounds.

(b) While going to or from school.

(c) During lunch period either on or off campus.

(d) During, going to, or coming from a school-sponsored activity

9.4.9 In the event a pupil is so referred, the principal (or her/his designee) shall immediately schedule a conference with the pupil, the bargaining unit member who referred the student, and the principal (or her/his designee) for purposes of carrying out obligations under Education Code 48911 (b) unless this conference is bypassed under the "emergency situation" of Education Code section 48911(c).

9.4.10 Any required notices regarding the suspension to the pupil's parents or guardians or to the governing board shall be provided by a school employee designated by the principal.

9.4.11 Bargaining unit members may require the pupil to complete any assignment or test missed during the period of suspension.

9.5 Student Discipline Policies. The District shall provide unit members with a listing of sections of Board Policies, administrative regulations, and Education Code

provisions covering student discipline. The text of these sections shall be placed in each school library's Professional Collection for unit members to review.

- 9.6 The Association and Teacher Safety. The District agrees to meet with representatives of the Association upon request to discuss problems concerning teacher and site safety. The District agrees to respond in writing within ten (10) workdays.
- 9.7 The District and the Association agree to continue participation in the Safety Task Force for the term of this Agreement.

ARTICLE 10

HOURS AND ADJUNCT DUTIES

10.1 Length of Workday.

10.1.1 Hours. Unit members who are assigned to the classroom are required to be on campus and perform school based services fifteen (15) minutes prior to the start of their first assigned period and remain for seven (7) hours, fifteen (15) minutes, except as in 10.5.7. Unit members not assigned to the classroom are required to be on campus fifteen (15) minutes prior to the start of the school day and remain for seven (7) hours and fifteen (15) minutes to provide essential school functions, except as in 10.5.7.

10.1.1.1 Counselors and Psychologists are required to be on campus fifteen minutes prior to the start of the school day and remain for eight (8) hours inclusive of lunch Monday-Thursday and seven (7) hours and fifteen (15) minutes inclusive of lunch on Fridays except as in 10.5.8.

10.1.2 Amendments to Prescribed Teaching Hours

The provisions of Section 10.5.1 may be amended, if required, for the establishment of new or revised programs involving flexible schedules or other varying time blocks under the following conditions:

10.1.2.1 If approved by a two-thirds (2/3) secret ballot vote of the certificated staff involved, (See Appendix E) and there is no increase in the hours per week, as stated in section 10.1.1.

10.1.2.2 Once a two-thirds (2/3) secret ballot vote of the certificated staff involved is approved as set forth in 10.1.2.1 above, the selection of which flexible schedule to be implemented, will be determined by a majority vote of the certificated site staff and reviewed by ACT REP Council.

10.1.2.3 A 2/3 vote shall be required to retain the non-traditional schedule.

10.1.2.4 The weekly schedule shall not exceed 7.25 hours per day and preparation time will be a minimum of 275 minutes a week except for weeks containing special arranged days. A special arranged day is defined as any day other than a regular school day.

10.1.2.5 The schedule shall have staff development/collaboration, school wide staff meetings, and department meetings within the workday.

10.2 Professional Day. The above hours and duties constitute a unit member's professional day.

10.3 Early Release. Upon prior request, the Principal may release a unit member during the minimum on-campus duty day, provided such request does not interfere with the unit member's instructional, professional or other assigned responsibilities.

10.4 Duty Free Lunch Period. Except for unit members at the District alternative schools, a duty free lunch period at least equivalent to the student lunch period shall be provided for each full-time unit member. The duty-free lunch period shall not be less than thirty (30) consecutive minutes. Passing time shall be excluded from the thirty (30) minutes. Unit members at the District alternative schools shall be entitled to at least thirty (30) minutes duty free lunch period

10.5 Work Load/Adjunct Duties

10.5.1 Number of Periods. The number of periods assigned each full-time unit member who is assigned to the classroom at a comprehensive high school shall be six (6). Five (5) of these shall be instructional periods and one (1) period shall be for preparation and shall be free of any assigned activities, except for IEP activities, meetings with supervisors regarding evaluation observations, parent conferences and classroom substitution as in 10.5.4.

10.5.2 A unit member who holds a valid teaching credential in the subject area may accept a sixth instructional period (except as in Articles 12.6, 12.7, 12.10) provided that the District cannot hire an additional teacher and the Association agrees. Administration shall provide all certificated staff members with an equal opportunity to teach a sixth instructional period when one exists during their conference period. (See Appendix A). A unit member who holds an emergency permit may only teach a 6th instructional period if there is no teacher available who holds a valid teaching credential in the subject area.

10.5.3 Only one subject may be assigned to an instructional period. Two levels of a subject may be assigned provided that the teacher initiates such a request. This does not prohibit a multilevel subject, as defined in the Course Description, from being assigned to an instructional period.

10.5.4 The Principal shall make a reasonable effort to assign unit members to a classroom substitution on an equitable basis. The unit member assigned to a period of substitution shall be paid 1/5 of step one, Class D, per diem, rate.

10.5.5 Classroom Substitution. When a teacher is absent for three or more teaching periods, the District shall make a reasonable effort to obtain a substitute.

10.5.6 Adjunct Professional Duties. Unit members (including part-time unit members) are required to perform necessary professional adjunct duties.

10.5.6.1 Unit members who are assigned to the classroom are required to do adjunct duties that include but are not limited to lesson planning, program development, instruction material preparation, paper grading, parent conferences and communications, and student advisement. These duties also include providing instruction, supervision, and direction for aides assigned to the teacher. (ED Code 54482)

10.5.6.2 Unit members who are not assigned to the classroom are required to do adjunct duties that are particular to their assignment. These duties include but are not limited to instruction, student supervision, student/parent advisement, due process hearings, student support, career guidance, recognition program, parent contacts and conferences with parents and/or teachers.

10.5.6.3 Non-Classroom Duties. Unit members (including part-time unit members) may be required to attend one school-wide staff meeting per month, one back-to-school night/ report card night, professional growth activities, staff development meetings, and to participate in necessary student supervision or work assignments.

10.5.6.3.1 Unit members at continuation schools, Community Day and Newcomer School may be required to attend up to two back-to-school/report card nights.

10.5.6.4 Staff Meetings. There shall be one school wide staff meeting per month not to exceed one and one-half (1 ½) hours in length that

will include all Bargaining Unit Members. When a majority of staff agrees, the staff meetings may occur after school. When period-by-period meetings are called by the administration in lieu of a staff meeting, the unit member has the option of attending the meeting during his/her preparation period or attending an identical meeting held after school on the same day. On shortened student days the staff is required to attend seven and one-quarter (7 ¼) hours. School meetings on these days shall be designated as follows:

One Week – School-Wide Staff Meeting

One Week – Department Meetings

One Week – Staff Development/Collaboration

One Week – Staff Development/Collaboration

Fifth Week – Staff Development/Collaboration

10.5.6.4.1 The Association Campus Director shall be granted a minimum of 15 minutes at the conclusion of regular faculty meetings for Association announcements when needed.

10.5.6.4.2 Use of Staff Development/Collaboration Friday mornings for WASC shall not exceed four (4) per year. During a school's WASC visitation year, up to four (4) days per year may be granted by the District as minimum days for pupils consisting of 240 minutes of instruction. Unit members shall utilize the remainder of the regular workday for WASC.

10.5.6.5 Back to School Nights. A minimum day of 240 minutes shall be held the day of back to school night/report card night, unless the site principal and staff agree it should be held the day after, and the following day is not a scheduled Staff Development/Collaboration day. Back to school night/report card night shall not exceed three (3) hours.

10.5.6.6 Assignments. Assignment shall refer to assignment for student supervision or duties necessary for the operation of the event.

10.5.6.6.1 The number of supervision or work assignments shall be no more than two (2) and shall be assigned to all

unit members on an equitable basis. The District shall make a good faith effort to fill all non-paid work assignment on a volunteer basis. Graduation or Baccalaureate shall be assigned to a unit member every third year with no more than one third (1/3) of the staff being assigned for graduation or Baccalaureate. An assignment that exceeds three (3) hours shall be counted as two (2) assignments. No assignment shall count for more than two (2) assignments. An event on Saturday or Sunday or off campus events shall be on a voluntary basis and shall count as two (2) assignments. No paid assignment shall count as a supervision or work assignment.

10.5.6.6.1.1 Teachers assigned to continuation schools will be assigned to graduation each year.

10.5.6.6.2

Assignment Categories

Non-Paid Sports Categories

Badminton –Supervision
 Boy’s Basketball – (Varsity)
 Supervision
 Boy’s Basketball (JV)
 Supervision, Ticket Seller,
 Ticket Taker
 Boy’s Soccer (All Levels) Supervision
 Freshman Football – Supervision

 Girl’s Soccer (V/JV) – Supervision
 Girl’s Basketball (V/JV) – Supervision
 Worker (voluntary)
 Girl’s Volleyball (V/JV) – Supervision
 Worker (voluntary)
 Swimming (Co-ed) – Supervision
 Timer (voluntary)
 Powder Puff Football
 Supervision
 Track (Co-ed) – Worker (voluntary)
 Varsity Football – Supervision

 Water Polo (Co-Ed all levels) –Supervision
 Wrestling - Supervision

Paid Categories (Rate \$30.00 per paid event)

All CIF Finals

 Score Keeper, Announcer, Timer,
 Clock, VCR Operator, Ticket Seller, Ticket Taker

 Score Keeper, announcer, timer,
 clock, VCR Operator

 Score Keeper, Clock,
 VCR Operator, Chains

 Clock, Score Keeper

 Ticket Seller, Spotter, Score Book, Announcer,
 Timer, Clock, VCR
 Operator, Ticket Taker, Chains

Performing Arts (Ticket Seller & Taker, Supervision)

There shall be no more than fourteen (14) Performing Arts Events per school year

Cabaret Scholarship Concert	Dinner Theatre
Jazz and Band Concert	Spring Concert Play
Spring Dance Production	Dance Concert
Spring Production	Spring Coral Concert
Spring Band Concert	Winter Drama
Fall Play	Fall/Winter Dance Show
Band Concert	Winter Concert

Dances (Supervision)

There shall be no more than five (5) Dances per school year including the Prom

Additional events that require supervision by bargaining unit members may be added to the above list with prior written approval from Associated Chaffey Teachers.

10.5.6.7 If a unit member is absent from school on the day of an assignment, the Administration shall find a substitute. This constitutes a missed assignment and must be made up.

10.5.6.8 If a unit member is unable to fulfill an assignment and notifies the Administration in writing, at least twenty-four

(24) hours before the event, the Administration shall find a substitute. The assignment shall be made up if the substitute does not perform the assigned duties. If the unit member does not notify the administration at least 24 hours before the event, this shall be counted as a missed assignment and must be made up. Emergency situations will not be subject to this provision and will be evaluated on a case-by-case basis.

10.5.6.9 No unit member shall be assigned to more than one assignment in any five (5) day period unless the unit member requests the assignment.

10.5.6.10 Unit members will not be assigned to supervise community activities.

10.5.6.11 New staff members added after the original assignments are made will be given their fair share of assignments from the original list. Assignments for staff yet to be hired shall be made with the original assignments.

10.5.6.12 Prior to the first day of the school year a comprehensive list of extra duty assignments shall be given to the Campus Director and a copy shall be sent to the Association and District Personnel Office. Revisions may be made to cover unique problems or events scheduled after the list was completed and/or revised. The revised list shall be sent to the Association and all unit members, by the first day of school.

10.5.6.13 By the end of the second week of school, a comprehensive list of extra duty assignments shall be given to all unit members, and a copy shall be sent to the Association and District Personnel Office. Revisions may be made to cover unique problems or events scheduled after the list was completed. The revised list shall be sent to the Association.

10.5.7 Alternative Schools. The articles contained else where in this agreement are modified and/or not applicable as follows:

10.5.7.1 Beginning in the 2006-07 school year, up to a maximum of 50% of the teaching positions in the District Alternative Studies Program (ASP) may be placed on a modified work

year schedule to accommodate program needs as determined by the District with the agreement of the Association. Teachers will be notified of their work year as indicated in 17.3.1.

10.6 Work Year.

10.6.1 The duty days for regular day employees shall be as follows:

10.6.1.1 One hundred-eighty (180) instructional days plus two (2) non-instructional work days prior to the school year for a total of one-hundred eighty-two (182) days. The teacher will be assured a minimum of two and one-half hours of preparation time each non-instructional day.

10.6.1.2 Counselors work year shall be one hundred-ninety two (192) days. Five (5) consecutive days will be scheduled in August within eight (8) days prior to the first non-instructional day and five (5) consecutive per diem days will be scheduled in June within seven (7) days of the conclusion of the school year. The above mentioned days shall be scheduled by site administration. The additional days shall be scheduled no later than May 31.

10.6.1.3 Psychologists work year shall be one hundred-ninety two (192) days. Five (5) consecutive days will be scheduled in August within eight (8) days prior to the first non-instructional day and five (5) consecutive per diem days will be scheduled in June within seven (7) days of the conclusion of the school year. The above mentioned days shall be scheduled by site administration. The additional days shall be scheduled no later than May 31.

10.6.1.4 The number of scheduled work days for summer employees and adult school teachers are to be determined by the District.

10.6.1.5 Specialists assigned paid duty days in addition to the regular work year as specified in 10.6.1.1-10.6.1.3. These duty days for Library Media Teachers and resource specialists shall be advertised and assigned as early as possible. In the event any specialist elects not to serve, the additional days shall be assigned in an equitable manner.

10.6.1.6 In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate said days with the Association.

10.7 Preparation Time

10.7.1 In the event that a unit member accepts a sixth (6) instructional period, he/she shall be available as necessary to fulfill the responsibilities of the position, parent and student conferences, IEP activities, and meetings with supervisors regarding evaluation observation as needed.

10.7.2 A unit member who is on a part-time teaching assignment shall be assigned a conference period prorated on the basis of their assignment.

10.8 Three Year Out of Classroom Assignment Limitations

10.8.1 School Site Out-of-Classroom Assignments. There is a three (3) year limit on out of classroom assignments. Bargaining unit members who fill these positions will do so utilizing Article 17.3.

10.8.2 Non-School Site Out-of-Classroom Assignments. All bargaining Unit employees who are assigned to nonschool or nonclassroom assignments (excluding library media teachers, counselors, nurses, psychologist, and speech language and hearing specialists), shall not be permitted to continue in such positions for more than three (3) years. There is no assurance of a minimum length for such assignments. On completion of such an assignment, the employee shall not, for a minimum of two (2) years, be eligible for succeeding nonschool or nonclassroom assignments.

10.9 Recognizing that unit member contact with students is the primary responsibility of the District's professional staff and that professional staff effectiveness, in part, depends upon positive District support, the District shall:

10.9.1 Provide teachers required to move from one classroom to another after the start of the work year with the necessary release time and timely physical assistance to facilitate the transition.

10.9.2 Ensure that in any case where a teacher determines that there is an unsatisfactory working relationship between that teacher and an aide assigned to his/her classroom, the teacher may initiate a request to the principal or designee to meet to attempt to resolve the matter.

10.9.3 Not require unit members to perform special medical procedures unless they have been specifically trained to do so and are provided with necessary assistance.

10.10 Testing Schedule

10.10.1 All Bargaining Unit Members shall be assigned duties equitably during the scheduled testing time. The final testing schedule will be developed by an administrator and the Campus Director and in accordance to Article 10.5.1 no later than March 1.

ARTICLE 11

CLASS SIZE/CASE LOAD

11.1 CLASS SIZE/CASE LOAD. The provisions of this Article apply to regular day classroom teachers except as otherwise provided herein.

11.1.1 On the basis of a five (5) period teaching assignment, regular day classroom teachers may be assigned a student load of 162. The student load may be exceeded by up to six (6) percent for the first semester. If a teacher's teaching load is 163-166, five (5) days into the second semester, and/or during the remainder of the second semester, the teacher will be compensated \$1,000. If the teaching load exceeds 166, five (5) days into the second semester, and/or during the remainder of the second semester, the teacher will be compensated \$2,000. Teachers at the continuation high schools and Newcomer shall be assigned a student load not to exceed 125 based on an average class size ratio of 25:1. At Community Day School, a teacher load may not exceed 85 students based on an average class size ratio of 17:1.

11.1.1.1 Leveling of classes shall occur within fifteen (15) school days after the start of first semester.

11.1.1.2 Traditionally large classes shall include the following:

- All Instrumental Music
- All Choral Music
- All auxiliary units to Marching Band
- Pep Squad
- All Associated Student Body Classes
- Dance (Except Advance Dance)
- Yearbook
- Newspaper
- Drama (Except Stage Crew)
- Athletics Class

11.1.1.3 The District shall attempt to maintain a student teacher ratio at the District alternative schools so as to provide maximum state apportionment as specified in Education Code 41711.

11.1.1.4 Site administration shall work with the campus director to make every effort to maintain a maximum of three (3) preparations

for a veteran teacher, and a maximum of two (2) preparations for a first-year teacher.

11.1.1.5 Upon the request of the Campus Director and/or Association President the site administrator shall make available all necessary information regarding master schedules, class lists, and other pertinent information regarding class size.

11.2 In computer lab classes, the number of students shall not exceed the number of student computers.

11.2.1 Student load per class shall not exceed thirty-five (35) students, except as follows:

a) traditionally large classes .

b) 10 classes at each site may be enrolled at 36 students.

c) Honors/AP classes may exceed 36 if the teacher agrees prior to student placement.

11.2.1.1 Student load per class at continuation high schools shall not exceed 26 except as in 11.2.4.

11.2.1.2 Student load per class at Community Day School shall not exceed 18 except as in 11.2.4.

11.2.2 Teachers who teach a combination of traditionally large and/or Ninth Grade Reduced (20 students) classes and other classes shall have a class load for the other classes prorated at a ratio of 172/5 per class.

11.2.2.1 Teachers at continuation high schools who teach a combination of physical education and other classes shall have a class load for the other classes prorated at a ratio of 125/5 per class.

11.2.3 On the basis of a five (5) period teaching assignment, the minimum class size shall be twenty (20) except for a maximum of four (4) Advanced Placement classes per school site which shall have a minimum of ten (10) students. When a class size of 20 falls below 11 it will be cancelled or combined. There shall be a maximum of one (1) AP class of fewer than 20 students per bargaining unit member.

- 11.2.4 On the basis of a five (5) period teaching assignment, physical education teachers may be assigned a student load of 240. In an effort to maintain a 240-student load assignment, the District shall provide sixth period physical education staffing at the conclusion of each season of sports. At continuation high schools, physical education classes shall not exceed 40 students.
- 11.3 Counselors at the Comprehensive High Schools may be assigned a District-wide average caseload of 480 students. This number shall not be exceeded by more than fifteen (15) percent. The District-wide average includes only the comprehensive high schools.
- 11.3.1 Counselors at the Continuation High Schools may be assigned a District-wide average caseload of 350 students. This number shall not be exceeded by more than fifteen (15) percent.
- 11.3.2 The district shall maintain one (1) counselor for Adult School as long as the ADA is 500 or more students.
- 11.4 Language, speech and hearing specialists' caseload shall not exceed the limits established in Education Code Section 56363.3.
- 11.5 Ninth Grade Class-Size Reduction. The District will participate in the State sponsored Class Size Reduction for English and one other subject.

ARTICLE 12

OTHER DUTY ASSIGNMENTS

12.1 Nurses, Library Media Teacher, Psychologist

12.1.1 Nurses (3.2.3)

12.1.1.1 The District shall make every effort to assign at least eight (8) full-time equivalent nurses, one to be assigned to each comprehensive high school. The District will provide nursing services to each continuation high school.

12.1.2 Library Media Teacher (3.2.4)

12.1.2.1 The District shall assign one (1) full-time Library Media Teacher to the library at each comprehensive high school.

12.1.3 Psychologist

12.1.3.1 The District shall employ at least eight (8) full-time equivalent psychologists to be assigned at the discretion of the district.

12.2 Nurses, LSH Specialists, and Psychologists are site personnel.

12.3 Athletic Class Assignments

12.3.1 The District shall provide four (4) athletic periods per semester, at each comprehensive high school for the 2003-2004 school year. The sixth period Athletic Class shall be considered a traditionally large class and enrollment shall not exceed 100 students except football. When an Athletic Class exceeds 75 students, assistance shall be provided at the request of the teacher.

12.3.2 The District shall maintain up to two (2) transition Physical Education periods as needed at each comprehensive school site.

12.3.3 A unit member may be assigned only one (1) semester Athletic Class period a year. The teacher/coach shall be responsible for accurate attendance accounting and grading for the entire semester, even if the season of the sport has ended.

- 12.3.4 No specific sport or program may be staffed for more than one Athletic Class period in a given semester and/or year with the exception of football.
- 12.3.5 The site Principal or administrative designee shall designate the assignment of the unit member to an Athletic Class period as per 10.5.2 and Appendix A. A six/five assignment shall not be utilized unless a 6/4 assignment has been considered first and it can be demonstrated that there is no reasonable alternative available.
- 12.3.5.1 The 6-4 work assignments (i.e., responsibility to teach six (6) classes in the fall and only four (4) classes in the spring).
- 12.3.5.2 When a 6-4 work assignment is voluntarily agreed to by a unit member and a site administrator, the daily teaching loads shall be adhered to proportionately.
- 12.3.5.3 Teachers assigned to a 6-4 schedule shall work six periods inclusive of lunch during the first semester (7.25 hours). During the second the teacher shall work four periods with a prep period, exclusive of lunch. All unit members shall be given an equal opportunity for such an assignment when the master schedule permits doing so. When a 6-4 work assignment is agreed to by the unit member and the respective site administrator, the individual's work day may include a conference period before or after the regular school day. Such 6-4 arrangements are to be considered commitments subject to mutual agreement in the event that changes are deemed necessary for the second semester.
- 12.3.6 Athletics Class period shall be one of the unit members five assigned teaching periods.
- 12.3.6.1 If the assignment of an athletic class period causes the necessity for a sixth class period in any department, the assignment of that sixth period shall follow the department rotation (Appendix A).
- 12.3.6.2 An athletic class assignment shall be for one semester, and shall be assigned on an equitable basis.

12.4 Title Nine requirements shall be considered in the selection process.

12.5 All ninth (9) grade students participating in athletics shall be enrolled in a sixth (6) period athletic class. Ninth (9) grade students not participating in athletics shall be enrolled in a regular physical education class.

12.6 Director of Athletics

12.6.1 Director of Athletics. The Director of Athletics shall be given release time of two (2) instructional periods to perform prescribed duties. The number of periods assigned shall be six (6). Three (3) of these shall be instructional periods, one (1) period shall be free of any assigned activities as defined in section 10.5.1, and two (2) periods to perform prescribed duties. Directors of Athletics are not eligible to teach an extra teaching period.

12.7 Director of Activities

12.7.1 Director of Activities. The Director of Activities shall be given release time of one (1) instructional period to perform prescribed duties. The number of periods assigned shall be six (6). Four (4) of these shall be instructional periods, one (1) period shall be free of any assigned activities as defined in section 3.1.2, and one (1) period to perform prescribed duties. Directors of Athletics are not eligible to teach an extra teaching period.

12.8 Secretarial Support

12.8.1 Secretarial Support shall be provided from existing resources for the Director of Athletics and the Director of Activities.

12.9 G.A.T.E. Advisor shall be given release time of one (1) instructional period to perform prescribed duties. The number of periods assigned shall be six. Four of these shall be instructional periods; one period shall be free of any assigned activities as defined in section 10.5.1, and one period to perform prescribed duties. The G.A.T.E. Advisor shall be given two (2) instructional periods to perform prescribed duties when their caseload exceeds 300 G.A.T.E. identified students. G.A.T.E. Advisors are not eligible to teach an extra teaching period.

12.10 Special Education Advisor shall be given release time of two instructional periods to perform prescribed duties (27.13). The number of periods assigned

shall be six. Three of these shall be instructional periods; one period shall be free of any assigned activities as defined in section 10.5.1, and two periods to perform prescribed duties. Special Education Advisors are not eligible to teach an extra teaching period.

12.11 Other Duty Position Announcements. Available other duty assignments listed herein which have not been filled by the District shall be listed in the school bulletin at the school site at which the assignment is available. Unit members shall be given preferential consideration in filling extra duty position when qualifications are essentially equal.

ARTICLE 13

PROFESSIONAL GROWTH

- 13.1 This Article applies only to those unit members who, as of September 1, 1985, did not hold a clear or single-subject teaching credential.
- 13.2 Those bargaining unit members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5)-year period. The five (5)-year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985. A unit members professional growth requirements must adhere to the guidelines set forth by California Commission on Teacher Credentialing.
- 13.3 Each unit member who obtains a clear credential after September 1, 1985, shall develop a professional growth plan which consists of one or more of the following:
 - 13.3.1 A subject the unit member teaches, or reasonably expects to teach, in grades 1 through 12.
 - 13.3.2 A field of specialization in which the unit member serves, or reasonably expects to serve, in grades 9 through 12. Examples of fields of specialization include, but are not limited to, bilingual education, cross-cultural education, and special education.
 - 13.3.3 Concepts, principles and methods of effective teaching, curriculum, and evaluation in grades 9 through 12.
 - 13.3.4 Concepts and principles of physical, intellectual, social, and emotional development among youth.
 - 13.3.5 Concepts and principles of human communication, learning, motivation, and individuality.

- 13.3.6 Languages and cultural backgrounds of youth who attend California schools.
- 13.3.7 Concepts and principles of human communication, learning, motivation and individuality.
- 13.3.8 Languages and cultural backgrounds of youth who attend California schools.
- 13.3.9 Concepts and principles of effective relationships among schools, families and communities.
- 13.3.10 Roles, organization, and operation of public education and of institutions that promote public education.
- 13.4 Acceptable activities for the implementation of professional growth plan may include, but not be limited to, the following:
 - 13.4.1 Courses from a regionally accredited college and university.
 - 13.4.2 Participation in professional conferences, workshops, lectures, by persons of expertise in education.
 - 13.4.3 Teacher Education/Computer Center, Teacher Center, staff development, or similar educationally focused institutions.
 - 13.4.4 Service as a mentor teacher.
 - 13.4.5 Participation in curriculum development projects.
 - 13.4.6 Participation in systematic programs of observation and analysis of teaching.
 - 13.4.7 Participation in alternative work experience programs, paid or voluntary, in which the unit member fulfills new professional responsibilities for a specific period of time.

- 13.4.8 Cultural experiences, such as attendance at museums or musicals, dramatic or dance productions, or cross-cultural immersion in the language and culture of an ethnic or national group.
- 13.4.9 Service in a leadership role in a professional organization.
- 13.4.10 Participation in educational research or innovation efforts.
- 13.4.11 Creative endeavors in areas such as TV, music, or art.
- 13.4.12 Publication of professional articles in professional journals.
- 13.4.13 Travel related to teaching area and credential area.
- 13.4.14 Participation as an exchange teacher.
- 13.4.15 Participation in a speaker's bureau or on talk shows on education-related committees.
- 13.4.16 Membership on national, state, or local education related committees.
- 13.4.17 Service as a master teacher for student teachers.
- 13.4.18 Staff meetings called by bargaining unit member's immediate supervisor or other administrator.
- 13.5 A clock hour is determined by the actual time spent in the activity with the following exception: For courses taken from an accredited college or university, each semester unit shall equal 15 clock hours, and each quarter unit shall equal 10 clock hours.
- 13.6 The District shall designate a sufficient number of certificated unit members to serve as professional growth advisors. Bargaining Unit members shall select an advisor from the list provided by the District.
- 13.7 Prior to beginning an activity, which could accumulate clock hours, the unit member shall submit the proposed plan to her/his professional growth advisor. Upon receipt the professional growth advisor

shall review the proposed plan. If the proposed plan is in conformance with Section 13.3 above, then the professional growth advisor shall sign off on the proposed plan. If the proposed plan is not in conformance, then the reasons for non-conformance shall be placed in writing by the professional growth advisor. If the unit member desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed.

13.8 The professional growth advisor shall approve or disapprove of proposed plans independently of any evaluation that may affect the unit member's employment status. Disputes between an advisor and the unit member shall be resolved as provided under law.

13.9 Upon completion of the activity, the unit member shall submit to her/his professional growth advisor a form which contains the following information: Type of activity engaged in, dates of the activity, and the number of clock hours spent in the activity. The professional growth advisor shall sign the form and submit it to the District personnel office, with a copy of the signed form to the unit member. This shall constitute the necessary verification that the unit member has completed the number of clock hours specified on the form.

13.10 A unit member may contact the District to determine the number of clock hours that the unit member has on file and the date by which the total of at least 150 clock hours must be completed in order that the unit member's credential can be renewed.

ARTICLE 14

STAFF DEVELOPMENT

14.1 Staff Development Program

14.1.1 The District and Associated Chaffey Teachers will provide a staff development program that improves the quality of instruction through expanded and improved professional development that maximizes student learning. Staff Development Committees shall be established at each comprehensive high school and the District.

14.1.1.1 Staff development consists of specific training activities which focus on instructional methods, teaching strategies, classroom management and other training designed to improve pupil performance.

14.1.1.2 All staff development activities shall be in accordance with the School Development Plan and support State and District goals.

14.1.1.3 The Site Staff Development Committee (SSDC) will develop the staff development plan which meets the needs of that site. The SSDC shall be composed of the principal or designee, a consulting teacher from the PAT program and teachers elected by teachers. A representative from other non-administrative certificated personnel and/or an employee who provides direct student support in the classroom may be members of the committee. The majority of committee members shall be teachers.

14.1.1.4 The District Staff Development Committee (DSDC) shall have as its purpose the coordination and recommendation of staff development needs on a District-wide basis. The DSDC shall be composed of three (3) administrators appointed by the Superintendent and one (1) teacher from each site SSDC selected by ACT.

ARTICLE 15

EVALUATION

15.1 Evaluation Procedure. The provisions of this Article apply to all unit members except as otherwise provided herein or as limited by Article 25 of this Agreement relating to summer program and adult school teachers. This provision establishes a procedure of systematic appraisal of an employee's work performance on a regular basis. The primary purpose of any employee evaluation is to improve educational instruction and to develop a high professional competence on the part of each employee.

15.1.1 It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable District decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.

15.1.2 Unit members to be evaluated during a particular year shall be advised of the criteria (teaching objectives and standards) upon which the evaluation is to be based, and notified of the identity of their evaluator no later than the 2nd week of October of the year in which the evaluation is to take place. The unit member being evaluated and the evaluator shall meet no later than the 4th week of October to discuss; a) objectives and standards to be achieved during the evaluation period; b) the manner in which observations and conferences will occur; and c) the final evaluation date.

15.1.3 Evaluations shall be conducted according to the following schedule:

15.1.3.1 Probationary and temporary unit members shall be evaluated in writing at least once each school year.

15.1.3.2 Permanent unit members shall be evaluated at least every other school year except as per 15.1.3.3.

15.1.3.3 Unit members with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.C.S. Sec 7801 (ESEA), and whose previous evaluation rated the employee as meeting standards, shall be evaluated every five years. Administration reserves the right to observe a unit member at any time.

15.1.3.3.1 A unit member shall be evaluated upon a change in position or location.

15.1.3.4 Temporary and probationary unit members with three (3) or more years in the district shall be evaluated at least every other year.

15.1.3.5 In the case of a scheduled evaluation, observations shall begin no later than December 1. Scheduled evaluations for permanent unit members shall be every other year except as in 15.1.3.3.

15.1.4 During the course of the evaluation period circumstances may change which require modification of the original objectives and standards. The unit member and evaluator may mutually agree on a change of those objectives and standards in a manner prescribed in section 15.1.2 above. However, a conference must be held in order to communicate any changes with the unit member.

15.1.5 The primary evaluator shall be the Principal to whom the unit member is immediately responsible or a designee who has the authority to effectively evaluate the unit member. Department chairpersons or other unit members shall not participate in or have input in the evaluation of any fellow member of the bargaining unit.

15.1.6 The evaluation process shall include the following activities:

15.1.6.1 Formal classroom observations shall last at least thirty (30) minutes; shall be followed by a conference with written feedback within ten (10) working days of the observation. A unit member who receives an unsatisfactory evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written

evaluation. Such entitlement includes a pre-observation conference.

15.1.6.1.1 Satisfactory Evaluation:

If the formal observation is satisfactory, the final evaluation may be based on that observation.

15.1.6.1.2 Unsatisfactory Evaluation

15.1.6.1.2.1 To receive an unsatisfactory evaluation, the unit member must be provided three (3), thirty (30) minute formal observations. The first formal observation shall occur before December 1st of their scheduled evaluation year. If the formal observation is unsatisfactory, the administrator shall begin the development, placement, and subsequent monitoring of an Improvement Plan.

15.1.6.1.2.2 If the final evaluation is unsatisfactory, the unit member will be assigned to the Peer Assistance and Review program. The unsatisfactory evaluation (15.1.14) shall be attached to the Improvement Plan and the administrator will continue to monitor the unit member's progress through observations.

15.1.6.1.2.3 The administration will continue to monitor and revise the Improvement Plan. If performance continues to be unsatisfactory between April of the current school year and December 15 of the subsequent school year, the administrator will issue another unsatisfactory evaluation.

15.1.6.2 In the case of unsatisfactory evaluation(s), the evaluator shall continue to take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:

15.1.6.2.1 Specific recommendations for improvement.

- 15.1.6.2.2 Direct assistance to implement such recommendations.
- 15.1.6.2.3 Provisions of additional resources as necessary, without cost to the unit member, to be utilized to assist with improvements.
- 15.1.6.2.4 Techniques to measure improvement.
- 15.1.6.2.5 Time schedule to monitor progress.

15.1.7 In preparing the final evaluation for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations, evaluation conferences. Any deficiencies, which may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation form. Unsubstantiated statements shall not be included in the evaluation.

15.1.8 A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the school year to discuss the content of the final evaluation. In the event the unit member disputes the content, the unit member may prepare a written statement, which shall be attached to the final evaluation. The final evaluation form shall contain only ratings of "satisfactory" and "unsatisfactory."

15.1.9 Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members except as provided for in the Peer Assistance and Peer Review (PAR) Section.

15.1.10 The evaluation of unit members, pursuant to this Section, shall not include or be based upon the following:)

15.1.10.1 Complaints or charges made against a unit member that are not found valid by Section 5.3.1. of this Agreement.

15.1.10.2 Standardized or other District test results that measure achievement.

15.1.10.3 Results of any tests utilized for the purpose of a School Improvement Plan.

- 15.1.10.4 The success, or lack thereof, of the site to meet the required API/AYP growth targets.
- 15.1.10.5 Assessments and/or recommendations of the Scholastic Audit Team assigned to the school as a result of Program Improvement, Corrective Action, and/or Restructuring or by other identified teams/individuals such as a School Assistance and Intervention Team (SAIT).
- 15.1.10.6 Utilization of any (CWT) techniques.
- 15.1.10.7 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
- 15.1.10.8 The personal life or lifestyle of a unit member, their personal opinions, scholarly, literary, or artistic endeavor of a unit member.
- 15.1.10.9 Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation.
- 15.1.10.10 Achievement of objectives stated in Individual Educational Programs (IEP's) of special education pupils.
- 15.1.10.11 Focus Lessons.
- 15.1.10.12 Sustained reading time of a lengthened regular class period.
- 15.1.10.13 Curriculum Mapping
- 15.1.11 Association representative(s) may be present at meetings described in this Article which the bargaining unit member reasonably believes might result in or become disciplinary.
- 15.1.12 Unit members shall be evaluated on the following six (6) California Standards for the Teaching Profession:
 - 1. Engage and Support all Students in Learning.
 - 2. Create and Maintain Effective Environments for Student Learning.

3. Understand and Organize Subject Matter for Student Learning.
4. Plan Instruction and Design Learning Experiences.
5. Assess Student Learning.
6. Develop as a Professional Educator.

15.1.12.1 The evaluation of first-year temporary and probationary unit members shall focus on two (2) standards (as numbered above): 2. Create and Maintain Effective Environments for Student Learning; 4. Plan Instruction and Design Learning Experiences for all Students.

15.1.12.2 The evaluation of second-year temporary and probationary unit members shall focus on three (3) standards (as numbered above): 1. Engage and Support all Students in Learning; 3. Understand and Organize Subject Matter for Student Learning; 5. Assess Student Learning.

15.1.12.3 Evaluation of permanent, probationary and continuing temporary (three [3] or more years in the district) unit members may include all six (6) standards unless the unit member and evaluator mutually agree to focus on fewer than six (6).

15.1.13 A permanent teacher, whose most recent performance evaluation contains three (3) or more unsatisfactory ratings on Teaching Standards 1, 2, 3, 4 or 5 shall receive an overall rating as unsatisfactory and after completion of 15.1.14 shall participate in the District's Peer Assistance and Review Program. An unsatisfactory rating shall occur in a single teaching standard when three or more of the sub-standards are marked "Does not meet Standards". A permanent teacher who receives an unsatisfactory rating in any teaching standard may be required to complete an Improvement Plan.

15.1.14 In the case of a permanent unit member who receives an unsatisfactory evaluation(s) the evaluator shall identify standards needing improvement, and continue to monitor and develop an improvement plan with specific recommendations for improvement (see Appendix B). In the development of the improvement plan, the evaluator will

seek suggestions for assistance from the unit member. The plan will include assistance the evaluator provides the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, specific training activities and classroom observations in the teaching/instructional areas identified as unsatisfactory.

15.1.14.1 In the case of a first and/or second year unit member who receives a "needs improvement" and/or "does not meet standards", the evaluator shall identify standards needing improvement, and shall develop an Improvement Plan (Appendix B).

15.1.15 A Referred Participant Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.

15.1.16 Evaluation forms used shall be by mutual agreement of the Association.

15.1.17 Self-evaluation shall not be required by any unit member.

15.1.18 A written evaluation of a unit member's other duty assignment shall be made upon written request from the unit member. (Does not include work or supervision assignments).

15.1.19 Evaluation Response. The unit member shall receive a dated copy of all written evaluations to be placed in the personnel file, which shall be signed by the evaluator and the unit member. Provisions shall be made for (1) comments by the unit member being evaluated as required by Education Code Section 44031 and (2) for a statement that the unit member's signature does not necessarily indicate approval of the evaluation, but does indicate that the unit member has read the document and has been provided the opportunity to respond.

15.1.20 Classroom Walk-Through

15.1.20.1 Classroom Walk-Through (CWT): A focused classroom visit for a brief period of time (two to four minutes) followed by

reflective thinking by the teacher and administrator.

15.1.20.2 CWT's shall be conducted according to the following procedures.

15.1.20.2.1 CWT shall last four (4) minutes or less in a classroom.

15.1.20.2.2 Notify Bargaining Unit members of the identity of the Administrator that will be doing their CWT.

15.1.20.2.3 The Walk-Through (CWT) of the Bargaining Unit member shall not be performed by the primary evaluator.

15.1.20.2.4 A good faith effort will be made to provide feedback to Bargaining Unit member within three (3) days. And provide reflection time with the teacher.

15.1.20.2.5 Provide staff development that improves the learning of all students.

15.1.20.3 Use of CWT in a Bargaining Unit members evaluation shall result in the evaluation not being placed in the Bargaining Unit member's personnel file.

15.1.20.4 All CWT must be equitable.

15.1.20.5 CWT's cannot be substituted for observations.

ARTICLE 16

PEER ASSISTANCE AND REVIEW

16.1 Peer assistance for Teacher Program (PAT) Including Review

The Peer Assistance for Teachers (PAT) program is a collaborative effort between the Chaffey Joint Union High School District and Associated Chaffey Teachers (ACT). It is the vision of the District and ACT to develop and retain high-quality professional teachers who have the ability to maximize student potential and learning.

Therefore, the parties agree to provide a program that improves the quality of instruction through expanded and improved professional development and peer assistance. Teachers in the program are viewed as having the potential to be high quality professional educators that deserve the best resources available in the interest of meeting District standards.

The PAT program provides Consulting Teachers who have had substantial recent experience in classroom instruction and demonstrate exemplary teaching ability. They will provide assistance for all first and some second year teachers and others who are having difficulty and in need of help. The PAT Program encompasses several assistance programs.

- The BTSA Program for qualified first and second year beginning teachers and qualified out of state teachers.
- Assistance programs for first and some second year teachers with emergency permits.
- Pre-interns.
- Interns.
- Volunteer assistance programs for experienced teachers who request help.
- Self Referred Teachers.
- Peer Assistance and Review Program (PAR) for permanent teachers who receive an unsatisfactory final evaluation.

While the Peer Assistance for Teachers Program offers resources for teacher assistance, it does not usurp the direct responsibility of school administrators to conduct evaluations and make recommendations concerning the continuing

employment of teachers to the full extent of the Education Code. Teachers in the program will receive their regular evaluations from their administrators.

16.1.1 PAT Joint Panel

The PAT Program is supervised and evaluated by a Joint Panel composed of three (3) administrators (appointed by the Superintendent) and four (4) teachers (appointed by ACT). Members of the Joint Panel will include the Association President, or designee, Vice President and two other members selected by ACT to serve a two-year term beginning July 1, 2001, and three (3) administrators appointed by the District. The Chair alternates annually between teachers and administrators. A panel year is defined as July 1 to June 30. The Joint Panel uses a consensus model for decision-making. PAR Consulting Teachers shall be selected by the majority vote of the panel (Ed. Code 44502). The PAT Joint Panel shall establish its own meeting schedule and operational procedures. To meet, at least five (5) members of the board must be present. A quorum must include at least three (3) teachers. Such meetings may take place during the regular workday in which event teachers who are members of the Joint Panel will be released from their duties without loss of pay.

The Joint Panel is charged with the following authority and responsibilities:

- Directs the management and oversees the implementation of the PAT program
- Meets with consulting teachers quarterly to receive reports
- Evaluates the PAT program
- Evaluates referrals for intervention
- Develops the Program Budget
- Interviews and selects the Consulting Teachers
- Monitors the effectiveness of the PAT program
- Develops a format for Consulting Teachers' final report
- Approves modifications to the PAT program prior to submission to the State for approval
- Makes recommendations to the Board of Trustees regarding the Referred Teachers in the Program and provide names of teachers who are not able to demonstrate satisfactory improvement
- Approves the professional development and training programs for Consulting Teachers and beginning teachers in the program

- Annually determines training needs for Joint Panel members
- Approves trainers and/or training providers for the Consulting Teachers
- Determines number of voluntary participants and their needs annually
- Schedules the assignment(s) of the Consulting Teachers
- Approves all forms related to the program including application forms, report forms, etc.
- Submits an annual report to the Chaffey District Board of Trustees

16.3 Staff Development Director

The Staff Development Director will provide support to the Joint Panel and the Consulting Teachers; give direction, and evaluate the Consulting Teachers.

The Staff Development Director has the following roles and responsibilities:

- Implements the PAT Program as approved by the Joint Panel
- Implements the PAT Program professional development and training programs as approved by the Joint Panel
- Schedules the assignments and work of the Consulting Teachers with the approval of the Joint Panel
- Maintains and monitors confidentiality
- Monitors continuously the overall effectiveness of the PAT program
- Recommends to the Joint Panel adjustments to the program designed to meet the needs of the teachers in the programs while maintaining program standards
- Provides information to the Joint Panel on the performance of the Consulting Teachers and Content Mentors
- Provides information to the Joint Panel of annual report
- Provides information to the Joint Panel for development of the Program Improvement Plan
- Monitors the budget as developed by the Joint Panel and the District and approved by the Board of Trustees
- Provides the first line of support for the resolution of issues and problems brought by the Consulting Teachers

- Implements the decisions of the Joint Panel

16.4 Consulting Teachers

16.4.1 Selection Criteria for Consulting Teachers

The criteria for the selection of Consulting Teachers will include the following: Possesses a clear California Teacher Credential

- Has taught in the Chaffey District for a minimum of three (3) years and has permanent status as a teacher
- Demonstrates an ability to work successfully with culturally diverse students and staff
- Demonstrates outstanding professional teaching ability
- Demonstrates strong communication skills
- Demonstrates ability to work collaboratively and cooperatively with other staff members
- Demonstrates leadership ability or potential within her/his profession
- Demonstrates extensive knowledge of a variety of instructions strategies and classroom management skills and is able to utilize them
- Demonstrates an understanding of the Collective Bargaining Agreement

16.4.2 Selection Process

There is an application form specifically for the position of Consulting Teacher. An announcement of openings will be distributed annually and as needed throughout the District for these positions with an application deadline.

Applications will be accepted and kept on file for future consideration based on the expansion and/or needs of the program.

In addition to submitting a properly completed application form, each applicant is required to provide:

- A personal resume that addresses qualifications and experience as it relates to the roles and responsibilities for a consulting teacher.
- Three (3) confidential reference letters from (a) Site Principal or immediate supervisor at the applicant's site; (b) the department chair or a teacher at the applicant's site; (c) Association representative at the applicant's site.

The Joint Panel will review the applications and identify teachers as finalists to be interviewed. Candidates for interview will be observed by panel members in his/her assignment. The Board will select consulting teachers from this group of applicants. All application references are treated with the strictest confidentiality and will not be disclosed except as required by law.

16.4.3 Assignment Status

Applicants who are not selected as Consulting Teachers will be notified in writing. Those who are selected by the Joint Panel as Consulting Teachers will:

- Continue in their current assignment until the Joint Panel determines the need for a consulting teacher.
- If assigned, work full-time as a Consulting Teacher until the Joint Panel determines the service is no longer needed. Generally assignments will be for the school year and will not continue more than three (3) years except as in 16.8.4.11. Once an individual has served as a Consulting Teacher, the individual may reapply to be a Consulting Teacher after returning to her/his regular duties for a period of two years.

16.4.4 Consulting Teacher Roles and Responsibilities:

Develops a sustaining and supportive mentoring relationship based on the needs of each teacher, which is characterized by openness, sharing, reflection, trust and confidentiality.

- Provides outside support to each teacher in the form of guidance, assistance, and information that builds on the teacher's previous knowledge and leads to effective professional practices.
- Works with each teacher to develop improvement plans or an Individual Induction Plan.
- Participates in all the professional development activities provided for the Consulting Teacher up to a maximum of twelve (12) days. Consulting Teachers may need to complete an additional three (3) days for which they shall receive pay determined by the Staff Development Pay Formula. Additional school-year training dates will be determined by the Joint Panel.

- Provides up to three (3) days in-service for new teachers prior to the opening of school and other scheduled meeting times.
- Assists teachers in developing and maintaining an individual portfolio that is used in the formative assessment process.
- Assists Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which in their professional judgment will assist the Participating Teacher.
- Collaborates with Content Mentors and site administrators, when appropriate, to support qualitatively the developmental growth of each teacher.
- Provides feedback on program effectiveness to the Joint Panel.
- Attends training meetings as required by the PAR program.
- Understands the California Standards for the Teaching Profession.
- Contributes to research through surveys and evaluation tools.
- Meets formally and informally with teachers in the program on a regular basis.
- Dedicates a minimum of one hour per week to support each teacher.
- Performs all of the required assessments and completes the necessary documents and surveys in a timely manner.
- Meets quarterly with Association Leadership.
- Documents all observations, visitations and meetings.
- Meets with the site Principal and the Referred Teacher to establish goals for the Referred Teachers improvement in the PAR Program.

16.5 Content Mentors

The Content Mentor will collaborate with the Consulting Teacher and the site administrator to offer specialized assistance in the area of specific, content-oriented curriculum delivery. The Content Mentor will be given release time to observe the teachers in the program and/or demonstrate excellent teaching practice.

16.5.1 Content Mentor Selection Criteria

- Possesses a clear California Teaching Credential.
- Has taught in the Chaffey District for at least one (1) year.

- Demonstrates an ability to work successfully with culturally diverse students and staff.
- Demonstrates outstanding professional teaching ability.
- Demonstrates strong communication skills.
- Demonstrates ability to work collaboratively and cooperatively with other staff members.
- Demonstrates leadership ability or potential within the teaching profession.
- Demonstrates extensive knowledge and use of a variety of instruction strategies and classroom management skills and is able to utilize them.

16.5.2 Content Mentor Roles and Responsibilities

- Mentors in a supportive and reflective manner and maintains confidentiality.
- Assists Consulting Teachers in working with teachers in the program in a specific content area by mentoring with classroom assistance, instructional strategies and techniques related to developing successful lessons that are content specific.
- Works collaboratively and cooperatively with other staff members to assist teachers.
- Demonstrates strong communication skills.

16.5.3 Content Mentor Selection Process

An application process will be developed that outlines content-specific, instructional-delivery expertise exemplified by the Content Mentor. A district-wide cadre of Content Mentors will be established. Content Mentors can serve at any site when appropriate. Content Mentors will have release time to assist teachers in the program and will be compensated on a fee-per-service basis for work done outside school hours. The Consulting Teacher, the Site Principal and the ACT Campus Director will collaborate on the assignment of a Content Mentor to a teacher in the program. In assigning a Content Mentor, emphasis will be place on establishing a caring, trustful, and sensitive match between Content Mentor and a teacher in the program.

16.6 Teachers In The Program

Based on available funding and desire to maintain a 1:16 ratio between

Consulting Teachers and teachers in the program, the Joint Panel will annually select participants for the program from the following tiers:

- a) Teachers who shall be admitted to the PAT program are:
 - 1) Beginning Teachers.
 - 2) Referred Teachers.
 - 3) BTSA qualified teachers or qualified out of state teachers.
 - 4) Pre-Intern.
 - 5) Intern.
- b) Teachers who may be admitted to the program based on the decision of PAT Joint Panel:
 - 6) Self Referred.
 - 7) Volunteer Teachers who receive assistance from a content mentor.

16.6.1 Beginning Teachers

All first and second year credentialed teachers will participate in the BTSA program for the purpose of professional development and peer assistance. The PAT program will also include teachers who are not credentialed but are authorized under emergency permits. The PAT program shall be the primary provider of assistance and support to beginning teachers who possess a preliminary credential, an intern permit, a pre-intern certificate, or an emergency permit. First year beginning teachers on an emergency permit shall not participate in other duty assignments (26.1.11.1).

16.6.2 Referred Teachers

The Joint Panel reviews and acts upon Referrals for Intervention. A Referred Teachers is a teacher with permanent status who as a result of two or more unsatisfactory ratings on his/her final evaluation is referred to the Joint Panel for assistance and support. This assistance and support shall be designed to strengthen the Referred Teacher's instructional skills, classroom management, knowledge of subject matter, and/or any other aspects of his/her teaching performance.

The Joint Panel shall assign Consulting Teacher(s) to Referred Teachers. Additional Consulting Teachers may be assigned by the

Joint Panel at any time the Panel determines a need for additional support exists.

When an administrator refers a permanent teacher for the intervention process, the administrator shall notify the teacher and the Joint Panel in writing. Such notification shall include the basis for seeking the assistance.

The Referred Teacher shall have the right to submit a request in writing, to the Joint Panel for a different Consulting Teacher. He/she will state the reasons why the Consulting Teacher should be replaced and have those reasons considered.

The intervention process includes the following:

- The Consulting Teacher meets with the Referred Teacher.
- The Consulting Teacher meets with the Principal and Referred Teacher to discuss the case at which time the Principal identifies problems and offers suggestions for improvement.
- Following the joint meeting with the Consulting Teacher, Referred Teacher, and Principal, the Consulting Teacher and the Referred Teacher meet to discuss the assistance program and to establish mutually agreed upon performance goals, and develop the assistance plan. The Consulting Teacher and Referred Teacher will meet with the Principal to review the proposed plan and discuss any input. The Consulting Teacher will observe the Referred Teacher and monitor the teaching performance as it relates to performance goals.
- Assisting Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- During the Referred Teacher's stay in the program, the Consulting Teacher will frequently observe the teacher, having both pre-observation and post-observation conferences as often as practical. Content Mentors may be included as frequently as deemed necessary by the Consulting Teacher.

- The Consulting Teacher shall monitor the progress of the Referred Teacher and shall provide periodic written reports to the Referred Teacher for discussion and review.
- The Consulting Teacher will communicate with the principal regarding the type of contact and activities the Consulting Teacher has engaged in with the Referred Teacher while attempting to meet the established goals for improvement prior to submitting them to the Joint Panel

16.6.3 Self Referred Teachers

A Self Referred Teacher is a teacher with permanent status whose most recent evaluation is satisfactory and who volunteers to participate in the Peer Assistance and Review Program. The Self Referred Teacher shall be provided with peer assistance in those areas that are mutually agreed to by the Self Referred and Consulting Teacher. If the Self Referred Teacher participates in the program less than a semester, he/she must notify the Joint Panel and Consulting Teacher that he/she intends an early exit.

A Self Referred Participant may request the Joint Panel to assign a Consulting Teacher to provide peer assistance. The Consulting Teacher shall play no role in the evaluation of the teacher performance of the Self Referred or the Volunteer Participant. All communication between the Consulting Teacher and the Self Referred shall be confidential; and without the written consent of the Self Referred Participant, shall not be shared with others, including the site principal, the evaluator or the Joint Panel.

16.6.4 Volunteer Teachers. Any teacher who needs support and assistance may request a content mentor be assigned to them. Teachers will receive assistance only and not participate in a performance review.

16.6 Status Reports and Evaluations

The Peer Assistance for Teachers program is designed primarily to provide assistance, feedback and support for beginning and experienced teachers. The assessment aspect of the PAT program exists to ascertain whether or not the teacher is making good progress in relation to the teacher's identified needs and the goals of the program.

The PAT program assessments and the District evaluations are completely separate and distinct processes. Information received through consultation with a Consulting Teacher is not to be used by a Principal in completing a teacher's evaluation. In order to promote the highest levels of trust, observation data and discussion between the teacher and the Consulting Teacher shall remain confidential. Principals will evaluate teachers consistent with District policies and the Collective Bargaining Agreement.

The Joint Panel is updated at regular intervals on the progress being made by teachers. When a teacher exits the program a summary report is completed by the Consulting Teacher and is submitted for review by the Joint Panel. This report shall be deemed without prejudice and will include the following information:

- Date the teacher began in the program;
- Hours of observations;
- Issues addressed;
- Feedback provided;
- Date the teacher exited the program.

The Joint Panel will provide appropriate information to the teacher and the site principal relating to beginning, pre-intern, intern, volunteer, Self Referred, BTSA, and referred teachers.

The Consulting Teacher's final report shall be submitted to and discussed with the Referred Teacher to receive his or her input and signature before it is submitted to the Joint Panel. The Referred Teacher shall have the right to submit a written response within twenty (20) days and have it attached to the final report. The Referred Teacher shall also have the right to request a meeting with the Joint Panel and to be represented at this meeting by the Association representative of his or her choice.

The results of the Referred Teacher's participation in the PAT program shall be made available for placement in his or her personnel file and may be used in the evaluation of the Referred Teacher. Timelines will be determined by the Evaluation Policy in the Collective Bargaining Agreement.

16.8 Working Conditions

16.8.1 Joint Panel

Teachers who are members of the Joint Panel shall be released from their regular duties to attend meetings without loss of pay or benefits.

16.8.2 The Joint Panel's meetings will normally take place during the regular teacher workday.

16.8.3 For necessary summer meetings teachers on the Joint Panel will be compensated at their per diem rate for a maximum of two summer meetings.

16.8.3.1 Teacher members of the Joint Panel shall be exempt from any other assignments as required in Section 1-.5.7.6 of the Collective Bargaining Agreement.

16.8.3.2 The District agrees to hold harmless and provide a defense to the Association and any Association selected member of the Joint Panel against any claim, courses of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in the Peer Assistance for Teachers Program including Peer Review.

16.8.4 Consulting Teachers

16.8.4.1 Shall have a 182 day work year and in addition must be available for training and in-service during the summer for up to a maximum of twelve (12) days. Consulting Teachers may need to complete additional days for which they shall receive pay determined by the Staff Development Pay Formula.

16.8.4.2 Shall have a salary determined by appropriate placement on the teacher salary schedule plus a stipend of \$5,000.

16.8.4.3 Report to the Joint Panel and work under the direction of the Staff Development Director.

- 16.8.4.4 Begin work year on July 1 of each year.
- 16.8.4.5 Perform neither management nor supervisory functions.
- 16.8.4.6 Shall have all rights of a bargaining unit member.
- 16.8.4.7 Shall have the right to return to their previous school site and department upon completion of the assignment.
- 16.8.4.8 Shall have the responsibility for no more than sixteen (16) teachers in the program.
- 16.8.4.9 Are District employees and shall be exempt from other assignments as required in Section 10.5.7.6.1 of the Collective Bargaining Agreement.
- 16.8.4.10 If for any reason a Consulting Teacher is unable to complete the duties of the position for a period exceeding twenty (20) days, the Joint Panel may select an alternate teacher from a list of approved applicants, or by the provisions listed in Section 16.4.1 to complete the assignment of the absent consulting teacher.
- 16.8.4.11 When a Consulting Teacher is selected as an alternate for one semester and retained for the following school year he/she may be entitled to complete up to a three year term.
- 16.8.4.12 Consulting Teachers who voluntarily request a leave of absence for a period exceeding twenty (20) days, may be reassigned to his/her original site in the event a qualifying position is available.
- 16.8.4.13 The Employer agrees to provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in the Peer Assistance for Teachers Program including Peer Review.

16.8.5 Content Mentors

16.8.5.1 Will work with the Consulting Teachers in determining needs and assignment.

16.8.5.2 Shall have release time to assist a teacher.

16.8.5.3 Shall be paid a stipend of \$100.00 per teacher.

16.8.5.4 Shall be compensated for teacher assistance outside school hours (as approved by the Joint Panel) on a fee-per-service rate of \$25.00 per hour.

16.8.6 Teachers in the Program

16.8.6.1 Teachers in the PAT Program are required to attend up to three (3) days of orientation to the Peer Assistance for Teachers program prior to the beginning of the school year. The teachers shall receive pay for these days to be determined by the Staff Development Pay Formula.

16.8.6.2 All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer the PAT program.

16.8.6.3 Referred Teachers have the right to be represented throughout these procedures by the Association representative of her or his choice.

16.9 Collective Bargaining Agreement

The Collective Bargaining Agreement between the Associated Chaffey Teachers and the District may not be violated in implementing the Peer Assistance for Teachers program. All rights of a bargaining unit member under Law and Agreement shall be honored.

ARTICLE 17

TRANSFER AND REASSIGNMENT

17.1 Filling of Vacancies.

17.1.1 The District reserves the right to make placements, assignments, reassignments and to transfer unit members pursuant to the provisions of this Article which shall apply to all unit members except as otherwise provided herein, or as limited by Article 25 of this Agreement relating to summer program and Article 22 relating to adult school teachers. The District shall make an effort to balance the number of emergency permit teachers at each school site.

17.2 Definitions.

17.2.1 “Placement” means the initial school or schools to which the unit member is placed upon being employed by the District or returning from a discretionary leave of absence of one semester or more.

17.2.2 “Transfer” means the change in placement of unit member from one school to another.

17.2.3 “Assignment” means the department or departments within a school or schools, in case of a split assignment, to which the unit member is assigned.

17.2.4 “Reassignment” means a change in the assignment.

17.2.5 “Vacancy” is any new or vacated bargaining unit position which the District intends to fill with a permanent, probationary, or temporary unit member.

17.2.6 “Seniority” means placement on the official District seniority list.

17.3 Procedures for Assignment and Reassignment.

17.3.1 Each continuing unit member shall be given a tentative written notice no later than the close of the school year of the next year’s assignment. New teachers shall be given written notice at the time of hiring or reasonably soon thereafter. When possible, such notice shall specify the teaching location, grade level(s), and subject area to which the unit member will be assigned.

17.3.1.1 Bargaining unit members may appeal to administration for review of their teaching assignment.

17.3.2 Reassignment requests. A unit member may request reassignment from his/her principal.

17.3.3 Involuntary reassignment shall occur only when volunteers are not available.

17.3.4 Unit members affected by a reassignment shall be given five (5) working days prior notice and, upon request, written reasons for the change of assignment.

17.3.5 Unit members who are reassigned after the beginning of the student instructional school year shall be granted a duration of instructional duty-free time for preparation and orientation equivalent to one (1) period for each period reassigned.

17.4 Procedures for Involuntary Transfers.

Involuntary transfers or shall be made only for following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members pursuant to Article 10, Class size; elimination of program(s), and/or funding; opening, and closing of schools and certification adjustments and then only in those instances where voluntary transfers are not available to meet the expressed needs.

17.4.1 Certificated Staff may not be involuntary transferred if:

- A. A transfer might impact a program negatively and the District and the Association mutually agree.
- B. They are serving in the current year and will be continuing in that position for the following year as, athletic director, activities director, head varsity coach, yearbook advisor or newspaper advisor.

17.5 The transfer shall be based on the following considerations:

1. Seniority within the District.

The following seniority system shall be considered to identify the involuntary transfer(s):

- a) Longest number of years of District seniority as defined by the Education Code;

- b) Longest number of years of consecutive service at the school or site;
 - c) Longest number of years of service with the department.
2. Credential, major, minor.
 3. Experience in the subject/work area of needs.

If all factors are equal, the unit member with the least seniority in the District shall be transferred.

17.6 Unit members with the same initial date of service shall have their seniority number determined by lottery.

17.6.1 The lottery shall be conducted in the presence of at least two (2) Association Representatives.

17.6.2 A unit member involuntarily transferred shall not be involuntarily transferred again for a period of five (5) school years.

17.6.3 Unit members being transferred shall be given at least five (5) working days notice and written reasons for the transfer.

17.6.4 Any unit member involuntarily transferred after the commencement of the school year shall be entitled to a District paid substitute for one day to assist the employee in accomplishing the transfer. Any unit employee involuntarily transferred within ten (10) calendar days of the beginning of the school year shall be assisted by the District in the movement of the employee's materials and supplies.

17.6.5 One day of instruction duty-free time for preparation and orientation shall be given to a unit member who is involuntarily transferred unless the transfer occurs prior to the beginning of the student instructional school year.

17.6.6 Unit members involuntarily transferred shall have the privilege of first consideration for transfer to the original position or its equivalent.

17.7 Procedures for Voluntary Transfer.

- 17.7.1 Unit members may apply for voluntary transfer by completing the approved District Certificated Transfer Form. The voluntary transfer form shall be kept on file by the Personnel Office until the transfer is accomplished or the applicant, in writing, withdraws the request. The District shall maintain the request on file for one (1) school year, after which it shall be deemed withdrawn. Such transfer may take effect during the school year or at the beginning of the next school year.
- 17.7.2 All vacancies shall be announced by local school bulletins or personnel bulletins. Copies shall be sent to the Association. The closing date shall not be less than five (5) working days from the effective date of the posting or announcement and shall contain a closing day for submitting a request for transfer.
- 17.7.2.1 No assignments to fill the open positions shall be made until after the closing date.
- 17.7.2.2 Each posting must contain information on work location, subject area(s) to be taught, required credential(s) and special qualification(s), if applicable.
- 17.7.3 Whenever the District opens a new school, the provisions of this article shall apply only to 80 percent of the positions identified to staff the new site. All other positions shall be filled in accordance with District needs.
- 17.7.4 Unit members may file an application for transfer with the Personnel Office. Applications of all qualified unit members shall be considered. Unit members will not be eligible for voluntary transfer during the first year of their probationary period.
- 17.7.5 The following criteria shall be used in selecting an applicant for the posted position to effectively meet the demonstrated needs and efficient operation of the District:
1. Interview
 2. Seniority
 3. Appropriate credential authorization preferably a preliminary or clear credential
 4. CLAD/BCLAD
 5. The recent experience and training of the unit member compared to those of other candidates for the position to be filled.

6. Review of previous performance evaluations and/or work history and habits.
7. Extra Service.
8. Site staff balance in terms of gender and/or ethnicity.

17.8 Application of Criteria

- 17.8.1 Interview: A unit member shall have an opportunity for an interview.
- 17.8.2 Seniority: years of teaching experience and training related to the subject
- 17.8.3 Major/Minor Credential: Any valid credential which authorizes service in the subject.
- 17.8.4 CLAD/BCLAD
- 17.8.5 Seniority: years of teaching experience and training related to the subject.
- 17.8.6 Evaluations: The last two (2) performance evaluations must have an overall satisfactory rating. Review of personnel files.
- 17.8.7 Extra Service: i.e. coaching, AVID, yearbook, activities, journalist, GATE, WASC, academic decathlon, etc.

17.9 If a unit member's request for a voluntary transfer is denied, the unit members shall, upon request, be granted a meeting with the administrator who denied the request to discuss the reasons for the denial.

17.10 Applications in Absentia

A unit member may apply for voluntary transfer to positions that are not yet vacant where the unit member will be unavailable to school site information due to vacation or leave status. Such application shall be submitted to the Personnel Office and shall include the telephone number and address at which the unit member may be reached. The application shall be effective only during the duration of the vacation or leave. The District shall make reasonable effort to contact the unit member at the address or telephone number listed in the application. The unit member shall be available for personal interview upon request.

17.11 When a vacancy occurs as a result of shifts of students from school to school for re-organization purposes, the District shall be required to post notices and consider volunteers.

ARTICLE 18

DEPARTMENT CHAIRS (LEADERSHIP)

18.1 Department Chairpersons Leadership Advisory Committee (Leadership Team)

The Leadership Team at each high school is comprised of Department Chairpersons, listed in section 18.3 of this Article, is formed to provide an advisory function from the department they represent to the principal as indicated in Board Regulation 2230. This Leadership Team shall also include the function of information gathering and dissemination.

18.2 Teachers assigned as chairpersons shall discuss curriculum and instruction issues which directly affect the school including the development of the master schedule, curriculum development, school instructional site budget, and other topics specifically related to members of the committee.

The function and purpose of this committee does not diminish the role, function or authority of the Local Curriculum Steering Committee.

18.2.1 Administrators shall consult with department chairpersons prior to initiating the development of the master schedule. Teachers shall make their teaching preferences known to the administrator in writing through the department chairperson. A unit member shall retain the right to consult with the administrator regarding his/her assignment.

18.3 The Leadership Team will be composed of the principal, who will be the chairperson, and representatives who have been elected to represent their respective instructional department from:

1. English
2. Math
3. Social Studies
4. Special Education
5. Science
6. Fine Arts (Art, Music and Drama)
7. Foreign Language
8. Career Technical Education (Industrial, Technology, Business and Home Economics)
9. Physical Education

10. The Association selected site representative shall serve as a regular member of the Leadership Team.

18.3.1 These individuals shall comprise the minimum regular membership of the Leadership Team including the library media teacher as in Article 26.1.13.6.1. Other individuals such as Activities Director, Athletic Director or Special Education Advisor, etc. may be included by the principal.

18.3.2 Individuals with split assignments such as two (2) English, two (2) Social Science, and one (1) Math will have a choice of belonging to the English or Social Science Department for voting purposes. A unit member with this type of assignment may not be nominated as a Department Chairperson unless no other member of the department has more than two (2) assignments within the department.

18.4 Selection of Department Chair Leadership Members

18.4.1 The Department Chairperson will be elected by the end of the third week of May every two (2) years. The principal working with the site representative of the Association shall conduct the election.

18.4.2 The department chairpersons will be democratically elected by their groups. The principal may challenge or not accept the person selected by the department one time in departments with less than 15 members and two times in departments with 15 or more members.

18.4.3 Department chairpersons cannot serve as a representative without being duly elected. Department chairpersons begin to serve at the Leadership Team meeting immediately following their election. In order to be a nominee for their respective departmental area as defined in section 18.4 above, a unit member must have at least three (3) assignments in the department or area that they are to represent and be highly qualified in the subject area according to ESEA standards (shall have a preliminary or clear credential in the department subject area). In the event that no unit member has three (3) assignments in a single department or area, he/she may be nominated from a department or area in which he/she has two (2) assignments.

18.4.4 If a vacancy develops after the initial election, the department shall have a special election to fill the vacant seat or seats. The same election procedures as outlined above will be followed.

18.4.5 The administration shall annually assess the department's effectiveness utilizing the Department Effectiveness Survey (Appendix D)

18.5 Meetings/Procedures:

- A. Meetings will be held at least once a month and by mutual agreement as often as deemed necessary. The agenda will be prepared in advance by the principal, however, any member of the Committee may add to the agenda at any time up to and including the day of the meeting. The site budget, including department allocations will be discussed at least twice a year with notification to the committee of any changes in allocation to the site made by the District. The principal and/or members of the committee may invite resource people to attend meetings of the committee from time to time as necessary.
- B. Minutes of the Leadership Team Meetings shall be recorded by a person mutually selected by the committee and the principal. Published minutes shall be distributed to all staff members as soon as possible following the completion of the meeting. The person responsible for distribution of the minutes will endeavor to distribute the minutes of the previous meeting at least five (5) duty days prior to the next meeting. The minutes shall reflect the mutual concerns of the principal and the committee members relative to the content of the minutes.
- C. The development process of the master schedule for each semester is to be discussed by the Leadership Team in sufficient time as to have any concerns addressed.
- D. The individual teaching assignment of teacher is the responsibility of the administration. Department chairpersons may be asked for their input on the Master Schedule, however, the department chairperson shall not make the assignment.

18.6 Department Chairperson – Duties and Responsibilities (Appendix C)

ARTICLE 19

HEALTH & WELFARE BENEFITS

19.1 Group Insurance Plans

The District shall provide for regular day employees and their dependents medical, dental, prescription, and vision insurance provided by carriers selected by the District Insurance Committee to which ACT shall appoint representatives. The District will provide medical coverage for the domestic partner of an employee effective at the time District insurance carriers make it available at no increased cost. Summer program employees shall not be eligible for these benefits. Adult school unit members shall be entitled to the same health and welfare benefits as provided by existing District procedures

19.1.1 Medical Plan

19.1.1.1 Medical insurance premiums will be paid by the District to the extent they do not exceed the Kaiser Family Plan. A unit member may select a plan that costs more or less than the Kaiser Family Plan Rate. The unit member shall pay the difference between the cost of the premium of the Kaiser Family Plan Rate and any plan that has a high premium cost. Beginning 2002-2003, the Kaiser Family Plan Rate includes a charge paid by the unit member of a maximum of up to \$15.00 per doctor's visit, a maximum of up to \$10.00 per prescription, and a maximum of \$20.00 per mental health visit.

The district shall pay the difference between the lower plan cost chosen by the unit member and the Kaiser Family Rate as a cash differential to all regular day employees who provided paid service prior to June 30, 1992. In order to qualify for a cash differential, the combined total of the insurance premium plus the cash differential shall not exceed the 1992-93 Kaiser Family Rate. The unit member may retain the cash, place it in a voluntary TSA, or use part or all of the cash differential to purchase additional benefits through a third-party administrator selected by the District Insurance Committee in an established I.R.S. Section 125 Premium Conversion Plan/Reimbursement Account.

19.1.2 Dental Plan

19.1.2.1 The maximum dental coverage will be two-thousand dollars (\$2,000) per year, and will include four (4) prophylaxis treatments per twelve (12) months. The maximum orthodontia coverage shall be one-thousand two hundred dollars (\$1,200).

19.1.3 Vision Plan

19.1.3.1 Vision insurance will be provided for the employees and dependents of employees.

19.2 Life Insurance Plan

19.2.1 Death Benefits. The District will provide to all regular day employees a fully paid death benefit, excluding suicide, of at least Fifty Thousand Dollars (\$50,000.00). For new employees this shall begin on October 1st. If employed after October 1st this benefit shall begin on the first of the month following employment.

19.2.2 In the event of the death of a Unit Member or retiree receiving Health Benefits, the surviving spouse and/or dependents shall have continued coverage for that month and the following month in order to have time to decide whether to continue coverage or not.

19.2.3 Part-time Employees' Fringe Benefits. The District shall continue to provide the fringe benefit package on the basis of 1/5 for each period assigned for part-time regular day employees.

19.3 Duration of Benefits

19.3.1 Duration Following Termination. Should a regular day employee's employment terminate following the last day of the school year, and before the commencement of the ensuing school year, such employee shall be entitled to continued coverage under the health, dental, and vision plans until September 30 of the ensuing school year. Employees shall be covered for twelve months for continuing

employees beginning July 1 and ending June 30. Should an employee terminate employment during the school year, coverage shall continue until the end of the month.

19.4 Tuberculosis Examination.

19.4.1. When a unit member is required to undergo a tuberculosis examination, such examination shall be at District expense based on whatever fee may be established by the San Bernardino County Health Department. Such examination shall be required every four years and when reasonable cause is present, as determined by the Superintendent, at any time in the intervening period. Both parties agree to continue working on improving this process.

19.5 Tax Sheltered Programs.

19.5.1 Eligible unit members may participate in tax sheltered programs authorized by Section 403 (B) of the Internal Revenue Code with the District providing payroll deduction for this purpose.

19.6 Property Damage.

19.6.1 Reimbursement Privileges.

19.6.1.1 The District shall provide for reimbursement of personal property that is used for and is necessary to the fulfillment of the unit member's responsibility to the District when such property is lost, destroyed, or damaged by action of arson, burglary, or vandalism.

19.6.1.1.1 When a unit members vehicle is vandalized on school property and located in the staff designated parking area, a \$200 reimbursement toward the employee's insurance deductible shall be made upon receipt that repairs have been completed. At the time the employee notices the vandalism he/she must report such vandalism to a site administrator and file a report with law enforcement. The District will make reasonable efforts to provide a safe environment for employee vehicles.

19.6.1.2 Reimbursement Limits.

The amount of such reimbursement cannot exceed four hundred

dollars (\$400.00) nor will the District reimburse unit members for property valued less than fifty dollars (\$50.00).

19.6.1.3 Reimbursement Eligibility. The unit member is not eligible for reimbursement if loss or damage is due to the employee's negligence in care of or placement of such articles as determined by the District.

19.6.1.4 Reimbursement Application. Reimbursement shall be made only when written approval on the appropriate District form for the use of personal property in the school was given before the property was brought to school and when the person or persons bringing the property and the principal agree on the value.

19.6.1.5 Reimbursement, Replacement, Repair. The District may repair or replace eye glasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee which are damaged, while in the line of duty without fault or negligence of the unit member. The District may pay either the repair cost or the actual value of the item at the time the damage occurred, whichever is the lesser. Replacing or repairing of such items will be limited to damages or values exceeding ten dollars (\$10), but not in excess of two hundred dollars (\$200).

19.6.1.6 Subrogation Rights. In the event a payment is made under this policy, the District will, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged property. The District will be entitled to enforce its subrogation right in any court of competent jurisdiction.

19.7 Retirement Benefits.

19.7.1 Continuation of Benefits. Bargaining unit members who retire after fifty-five (55) years of age and have completed fifteen (15) years of full-time service in the District, shall have premiums paid by the District for medical insurance, paid prescription, dental, and vision plans for the retiree and his/her eligible dependents. Medical insurance premiums will be paid by the District to the extent that they do not exceed the rate of the Kaiser Family Plan. For plans exceeding the Kaiser Family Rate, the retiree must, by September 1, each year, provide the Personnel Office ten (10) checks in amounts

equal to the monthly difference between Kaiser Family Plan and the cost of the plan chosen.

Dental insurance shall have a maximum of two thousand dollars (\$2,000) yearly and one thousand two hundred dollars (\$1,200) maximum orthodontia coverage.

Premiums will be prorated for part-time regular day employees who have complete fifteen (15) years of service, based on percent of time employed at the time of retirement. However, if a part-time regular day employee has previously met the full-time requirement of fifteen (15) years, the premiums will be paid in full.

Coverage will continue until the retiree qualifies for Medicare or reaches age 65.

19.8 Long Term Service Retirement. Bargaining Unit Members who were employed prior to the 2003-2004 school year who retire after twenty-eight (28) or more years of full-time service in the District **and are 55 years of age or older**, shall have premiums paid by the District for medical insurance, paid prescription, dental, and vision plans for the retiree and his/her eligible dependents.

Medical insurance premiums will be paid by the District to the extent that they do not exceed the rate of the Kaiser Family Plan. For plans exceeding the Kaiser Family Rate, the retiree must, by September 1, each year, provide the Personnel Office ten (10) checks in amounts equal to the monthly difference between Kaiser Family Plan and the cost of the plan chosen.

Dental insurance shall have a maximum of Two Thousand Dollars (\$2,000) yearly and One Thousand Two Hundred Dollars (\$1,200) maximum orthodontia coverage.

19.8.1 Member Paid Participation. Unit members, who elect to, may continue to participate in the health and welfare benefits program of the District after retirement by paying the premium directly to the District.

19.8.2 Limits of Member Paid Participation. Such participation may be in any or all such programs, not including life insurance death benefit, available to regular day employees, at the option of the unit member.

19.8.3 Overlapping Coverage. In the event of coverage by the same plan of a

retiree whose spouse continues to be employed by the District, the retiree, will remain on the employee's plan. At such time, the District will supplement Medicare with a plan which will provide comparable benefits.

The retiree will have the option of returning to the District health plan as the subscriber in the event the spouse does not remain in the employment of the District or does not qualify for full coverage at retirement.

ARTICLE 20

RETIREMENT

20.1 Pre-Retirement Part-Time Employment Plan.

20.1.1 The Board of Trustees shall provide the following pre-retirement part-time employment plan, subject to conditions set forth below.

20.1.1.1 Minimum Age.

The regular day employee must have reached the age of fifty-five (55) to attain eligibility in the plan.

20.1.1.2 Duration of Employment.

The regular day employee must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment, all in the District.

20.1.1.3 Optional Participation.

The option of part-time employment must be exercised at the request of the regular day employee and can be revoked only with the mutual consent of the employer and the regular day employee, except that such regular day employee shall be subject to lay-off according to Section 44922 of the Education Code and Dismissal for cause.

20.1.1.4 Pro-Rata Salary.

The part-time regular day employee shall be paid a salary that is pro-rata of the salary the unit member would be earning had the employee not elected to exercise the option of part-time employment (based on 20% proportions), but shall retain all other rights and benefits for which the employee makes the payments that would be required if the unit member remained in full-time employment.

20.1.1.5 Health Benefits.

The part-time regular day employee shall receive health and welfare benefits in the same manner as a full-time regular day employee.

20.1.1.6 Minimum Contract.

The minimum part-time employment shall be the equivalent of one-half (1/2) of the full-time position.

20.1.1.7 Application for Participation.

It is the responsibility of the regular day employee to submit a written request for part-time employment status prior to March 1 of the current school year.

20.1.1.8 Restrictions.

A regular day employee may not participate in this retirement plan for more than five (5) years.

20.1.1.9 Return to Full Time Status.

Once a regular day employee has elected to be on a part-time status such regular day employee cannot return to full-time employment status, except by mutual agreement between the District and the unit member.

20.1.1.10 Seniority Rights.

A regular day employee who is on a part-time employment status will accrue seniority on the same basis as a regular full-time day employee.

20.1.1.11 Appointment to Part-time Status.

The final determination as to which employees, if any, will participate in this program and the form of part-time employment rests within the sole discretion of the Board of Trustees.

20.1.1.12 Duration of Program.

The program will be in operation only so long as the District can be assured that a savings will accrue to the District; and furthermore, in case of a reduction in force, the expansion of the plan would automatically be suspended if a replacement unit member is not available at a salary level which would guarantee a savings over a five year period.

20.2 Resignation from the District

- 20.2.1 If a unit member submits a resignation which is effective within the current month after the County payroll deadline, the final pay warrant may be delayed until ten (10) days after the end of the calendar month or pay period during which the services are performed.

ARTICLE 21

LEAVES

21.1 Administrative Leave.

21.1.1 Superintendent's Authorization. The Superintendent may provide a unit member leave with pay to attend a professional meeting in the member's field of instruction or service or to attend a professional conference as a representative of the school or District or to participate in a state or regional education committee workshop as a representative of the school or District, or to attend other schools to observe instructional practices or to serve on Fair Hearing Panels.

21.1.2 Fair Hearing Panel Compensation. Unit members who serve on paid Fair Hearing Panels during the hours of their regular duty day shall remit to the District the amount of compensation received for such service. Unit members who receive compensation for service on panels outside their regular duty day shall be entitled to retain such compensation.

21.1.3 Advance Authorization. Administrative Leave authorization must be obtained in writing in advance of the requested activity.

21.2 Bereavement Leave.

21.2.1 Time Allowance. A unit member shall be entitled to a maximum of three (3) days of paid leave of absence, or five (5) days if travel of more than 400 miles round trip is involved or is the executor of the estate of the deceased, in the event of the death of any person in the unit member's immediate family or if the unit member is the closest surviving relative of the deceased in the event there are surviving family members as defined in 21.2.2 (closest does not refer to geographic proximity). This leave shall not be deducted from sick leave.

21.2.2 Immediate Family Defined. For the purposes of this Article, an immediate family member shall be defined as: spouse, son, daughter, grandchild, son-in-law, daughter-in-law, mother, father, sister, brother, sister-in-law, brother-in-law, grandmother, grandfather, niece, nephew, aunt or uncle of the unit member or of the spouse of

the unit member, or any person living in the immediate household of the unit member.

21.2.3 For purposes of this article, foster family relationships shall be defined as equivalent to immediate family relationships.

21.3 Child Bearing Preparation, Child Rearing, or Adoption Leave.

21.3.1 Advance Notice. Leave without pay for childbearing preparation, child rearing or adoption shall be granted to a unit member upon written request. Such request shall be made as soon as practicable, but under no circumstances less than fifteen (15) days prior to the date on which the leave is to begin except in cases of adoption where the date of the child's arrival is not known fifteen days in advance.

21.3.2 Dates, Duration & Extension of Leave. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent in light of the needs of the unit member and the scheduling and replacement problems of the District. The duration of such leave shall automatically terminate on June 30 in the school year in which such leave is granted. An additional leave, not to exceed one work year, may be granted, upon written request of the unit member.

21.3.3 Early Termination of Leave. If a unit member is on leave for childbearing, child rearing, or adoption and in the event of a miscarriage or death of child subsequent to childbirth or adoption the unit member may request an immediate assignment to a unit position. If there is a vacancy for which the unit member is qualified, the District shall assign the unit member to a position as soon as practicable.

21.3.4 Emergency Allowance. Paid leave not to exceed two (2) days in any given school year shall be granted to a unit member to take care of emergencies relating to the birth or adoption of a child. This leave shall be granted in cases where sick leave and pregnancy disability leave do not apply. The District may require the unit member to submit verification of the emergency.

21.4 Industrial Accident Leave.

21.4.1 Eligibility. Unit members shall be entitled to industrial accident leave according to the provisions of Education Code Sections 44984 for personal injury which has qualified for worker's compensation under the provisions of workers compensation laws of the State of California as a self insured agency.

21.4.2 Duration. Unit members shall be eligible for up to ninety (90) working days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. This leave may be extended by the Board at its discretion in cases of serious assault and battery that has rendered the unit member incapacitated for an indeterminate period of time.

21.4.3 Physical Examination. The District, at its expense, has the right to have the unit member examined by a physician to assist in determining the length of time which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. The unit member shall select the physician from a list prepared by the District, or predesignate a physician of their choice and have it noted in their personnel file prior to an injury occurring.

21.4.4 District Reimbursement. For any days of absence from duty as a result of the same industrial accident, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

21.5 Jury/Subpoenaed Unit Member Leave.

21.5.1 Paid Leave. Unit members shall be provided paid leave for regularly called jury duty or to appear in court due to a no personal fault subpoena issued by the court.

21.5.2 Verification. The unit member shall submit an absence report form for each such absence, accompanied by a "Jury Duty Certification" or a copy of the subpoena.

21.5.3 District Reimbursement. The District shall pay the unit member's regular salary and the unit member shall remit to the District the amount received for jury duty pay within five (5) days of receiving such pay or prior to the close of the last payroll period of the year, whichever occurs earlier.

21.6 Sick Leave.

21.6.1 Annual Allowance. Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to a pro-rata portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the unit member in a comparable position.

21.6.2 Extended Illness Benefits. After all entitled Leave and all accumulated Sick Leave as described elsewhere in this Agreement, is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) calendar months. If the school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or if a substitute is not employed, the amount that would have been paid a substitute. If at this time the unit member is still unable to return to work and has exhausted all entitled paid and unpaid leave, he/she shall be placed on a reemployment list. A permanent unit member shall be placed on a reemployment list for thirty-nine (39) months and a probationary unit member is placed on a twenty-four (24) month reemployment list. A unit member may receive only one five-month period per accident or illness.

21.6.3 Accumulation. If a unit member does not utilize the full amount of Sick Leave as authorized in any school year, the amount not utilized shall be accumulated from year to year.

21.6.4 Verification. For legitimate District reasons, upon request a unit member shall be required to present a medical doctor's certificate

verifying the personal illness or injury. The District, at its expense, may require a unit member to visit a certified medical specialist to verify the unit member's illness or injury. The unit member shall select the medical specialist from a list prepared by the Association and the District. If the report concludes that the absence is not due to a personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designees after notice to the unit member, may refuse to grant such leave.

- 21.6.5 Advance Notice. Whenever possible a unit member must follow the absence notifications procedures.
- 21.6.6 School Notification. The unit member must follow the absence notification procedure. The teacher must order a substitute teacher by calling the substitute calling system (SEMS). At this time the SEMS will ask the teacher for a starting and ending date. If the teacher returns to work prior to the ending date that was originally given to the machine, the teacher is responsible for calling the SEMS and canceling the job number. Failure to notify the SEMS may result in a payroll deduction up to a substitute's daily rate or subtraction of a day of sick leave, whichever the unit member chooses.
- 21.6.7 Partial Day Sick Leave. A unit member who is absent for less than a full day shall be charged for no less than one hour of such leave. For purposes of sick leave records, a unit member who is absent any portion of an hour will be charged $1/6$ of a day's sick leave; between 1 and 2 hours will be charge $2/6$; between 2 and 3 hours, $3/6$; between 3 and 4 hours, $4/6$; between 4 and 5 hours, $5/6$; over 5 hours, a full day.
 - 21.6.7.1 Unit members assigned to non-classroom positions shall be assessed partial sick leave in an equitable manner.
- 21.6.8 Statement of Accrued Sick Leave. District shall provide each unit member with a written statement of accrued sick leave total and entitlement for the school year as soon as administratively practicable.

21.7 Personal Leave.

21.7.1 Allotment. Each full-time unit member shall be entitled to use seven (7) of the paid sick leave allotment during each school year as personal leave. Personal leave may not be used for concerted activities, extending a holiday, or for purposes of personal convenience or social commitment.

Unit members, who work less than full-time, shall be entitled to a prorated portion of the seven (7) days leave as to the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

21.7.2 Advance Notification, Verification. Whenever reasonably possible, a unit member shall inform the appropriate management person before taking personal leave. When it is not reasonably possible to inform the appropriate management person as stated above, the unit member, upon return, shall submit on the personal leave form verification that the personal leave was not used for purposes described in paragraph 21.7.1 above.

21.8 Pregnancy Disability Leave.

21.8.1 Qualifications and Duration. Unit members are entitled to use Sick Leave solely for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician and set forth on an appropriate form supplied by the District.

21.8.2 Paternity Leave. Unit members are entitled to use personal leave solely for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery of their for their spouse. The length of the leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician and set forth on an appropriate form supplied by the District.

21.8.3 Leave Without Pay. When all other leaves available herein are exhausted, a unit member may be entitled to leave without pay for the purposes set forth.

21.9 Sabbatical Leave.

21.9.1 Education Code Compatibility. Sabbatical Leaves granted by the District shall be in accordance with Education Code Sections 44966-44974.

21.9.2 Application. An applicant for sabbatical leave must submit a request no later than April 15 of the school year preceding the school year in which the leave is requested. The District shall give notice to an applicant within sixty (60) days of the approval or rejection of the application.

21.9.3 Number & Conditions. The District may grant up to eight (8) sabbatical leaves each year based on:

21.9.3.1 Reasonable distribution of the applicants by schools within the District.

21.9.3.2 Relative merits of the reasons for desiring leave.

21.9.3.3 Whether leave has been taken previously.

21.9.3.4 Seniority.

21.9.4 Sick Leave Applicability. In the event of a serious accident or illness which would prevent the unit member from completing the leave agreement, the conditions of sick leave would prevail. Verification of this circumstance, including a medical doctor's statement, must be sent by certified mail to the personnel office within ten (10) days of the occurrence.

21.9.5 Salary, Fringe Benefits, Retirement. While on sabbatical leave a unit member shall receive one-half salary, one-half retirement credit, and full fringe benefits. The unit member may choose to receive full retirement credit by paying all the added costs, with no added costs to the District.

21.9.6 Sabbatical Report. The unit member shall submit a written and/or oral report to the Board of Trustees within six (6) months of return to active service.

21.10 Catastrophic Leave Program.

Individuals within the certificated bargaining unit may be eligible to participate in the Catastrophic Leave Program if they satisfy the following requirements.

21.10.1 Unit members seeking to participate in catastrophic leave who also have Workers' Compensation claims against the District are eligible, but they may not receive more than a full day's compensation for any day of paid entitlement.

21.10.2 Eligible unit members interested in receiving such benefits shall submit a "Request to Participate in Catastrophic Leave" form which is available from the Personnel Office. In those instances where medical condition or other facts makes this impossible or impractical, requests submitted by their designated representative on the behalf of unit members shall be considered.

21.10.3 Eligibility shall be determined by the District upon receipt of a "Request to Participate in Catastrophic Leave" which is to be accompanied by verification of catastrophic illness or injury of the unit member or a member of his/her immediate family.

21.10.4 Situations appropriate for catastrophic leave may involve any circumstance that might reasonably be expected to incapacitate the employee for an extended period of time, (30 days or more) thus requiring the employee to take time off from work which may create a financial hardship. Catastrophic leave would most likely involve illness or accidents, but other situations may be considered on their individual merits.

21.10.5 Unit members determined to be eligible may only participate in catastrophic leave after they have exhausted all accrued paid leave credit, excluding extended sick leave which provides differential pay entitlement for five (5) months pursuant to Education Code Section 44977.

21.10.6 Unit members may contribute to the Catastrophic Leave Program on the behalf of a fellow unit member in accordance with the following procedures:

21.10.6.1 Unit members who seek to contribute their accrued sick leave to a fellow unit member shall submit an “Authorization for Transference of Sick Leave” form to the Personnel Office. This form shall indicate the number of days which are being authorized for transference and the name of the unit member designated to receive credit for the sick leave days contributed. All such contributions shall be in increments of one (1) full day.

21.10.6.2 Sick leave contributions provided for unit members are to be placed in a pool to be maintained by the Personnel Office. On a weekly basis and through the use of a lottery system the names of the individual sick leave shall be deducted from the accrued entitlement of those individuals. Each person’s name shall be placed in the pool in accordance with the number of days that they have authorized for deduction. Sick leave which is authorized for transference which is not used shall not be deducted from the unit member making the contribution.

21.10.6.3 After an initial sick leave pool has been created for a unit member determined to be eligible for catastrophic leave, additional unit members may contribute to the pool through the above procedures and their names shall be added to weekly lottery described in item 2 above.

21.10.6.4 The Personnel Office shall apprise participating unit members of the results of the weekly lotteries and confirmation shall also be provided at the time that the sick leave credit is transferred to the unit member receiving this benefit. All transfers of leave credit shall be irrevocable by the unit members.

21.10.7 As catastrophic leave is utilized by unit members determined by the District to be eligible, records shall be

kept by the Personnel Office regarding the costs involved. The Associated Chaffey Teachers (ACT) may request information regarding this program at any time to ensure proper implementation.

21.11 Family Care And Medical Leave

21.11.1 The District shall grant, upon request of a unit member, up to a maximum of 12 weeks of unpaid leave during any 12-month period for the following reasons:

- (a) Because of the birth of a son or daughter of the unit member and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the unit member for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the unit member, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the unit member unable to perform the functions of the position of such unit member.

21.11.2 While on this leave, the District shall provide the unit members with all Health and Welfare Benefits provided in Section 4.2.4 of this Agreement.

21.11.3 The unit member must be restored to her/his former position upon returning from this leave.

21.11.4 The unit member retains all rights of employment while on this leave including seniority, salary advancement and participation in optional benefits programs.

21.11.5 Leaves under this section shall run consecutively with other leaves available to the unit member.

21.12 Other Leaves without Pay.

Upon recommendation of the Superintendent and approval of the Board of Trustees, leave without pay may be granted for a period not to exceed one school year for purposes such as voluntary government service, care of a

member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, or professional study or research. The applications for such leaves shall be in writing. In addition, a unit member on such leave shall notify the District personnel office by February 15 of the school year as to an intent to return to employment in the District or to apply for an additional leave. Failure to so notify the District will be considered an abandonment of the unit member's position.

21.13 Leave Status.

21.13.1 Return From Leave. Unless otherwise provided in this Article, a unit member on unpaid leave of absence shall be entitled to return to a position comparable to that held at the time the leave commenced and may continue to participate in the health and welfare programs provided in the Agreement upon advancement to the District of the appropriate premium costs; but the unit member shall not receive seniority and tenure credit, nor credit for annual salary increments provided during such leave.

21.13.2 Return from Paid Leave. Unless otherwise provided in this Article, a unit member on paid leave of absence shall be entitled to return to a position comparable to that held at the time the leave commenced, receive health and welfare benefits provided in this Agreement, receive credit for annual salary increments provided during such leave, and receive seniority credit.

21.14 Leave(s) While Holding Elective Public Office

21.14.1 Unit members shall be provided the opportunity to exercise the duties attendant to holding an elective public office to which they have been duly appointed or elected. This shall be in the form of Leave of Absence for Holding Elective Public Office.

21.14.2 Leaves While Maintaining Full-time District Employment. Leave of absence may not exceed four (4) days in any one calendar month for a unit member holding public office while maintaining full-time employment with the District. Such leaves will be granted with a deduction in pay equaling one dollar (\$1.00) above the current daily rate paid for substitute replacements for each day or half-day of absence granted under this policy.

21.14.2.1 Full-Day Leave. Upon request to his/her immediate administrator a unit member may request up to a maximum of four (4) full days per month. When requesting two or more days in sequence, requests must be made at least forty-eight (48) hours in advance of the need for such leave. A unit member may not, while on leave, request another leave for the next full or half-day.

21.14.2.2 Half-Day Leave. Upon request to his/her immediate administrator, a unit member may request up to a maximum of eight (8) one-half day leaves.

21.14.2.3 Emergency. In an emergency situation the unit member may be granted leave in excess of the above limits by the Superintendent or designee.

21.14.2.4 Aggregate Leave.

21.14.2.4.1 No class hour or period may have more than a total of four (4) absences accrued against it for purposes of the policy in any calendar month, when combining full or half-day leaves.

21.14.2.4.2 The total number of leave days taken on one school year may not exceed twenty (20) days.

21.14.2.4.3 Leave days may not be cumulative from month to month or year to year.

21.14.3 Full-Time Elective Office. In the event the elective office is a full-time occupation, an unpaid leave of absence of not less than one semester, encompassing the first term of office shall be granted, providing the unit member has achieved permanent status in the District. For purposes of the provision, an elective public office is determined to be a full-time occupation when a unit member must, in order to carry out elective duties, be absent from assigned work days

beyond those authorized leaves of absence available to all unit members.

21.14.4 Use of District Facilities and Personnel. At no time may a unit member absent him/herself from assigned duties and responsibilities or from students who are under his or her supervision in order to confer with any party by telephone or in person concerning the duties or responsibilities of said public office. School District employees shall not be responsible for sending or receiving messages for a unit member attendant to his or her duties while holding an elective public office, except in case of emergency. Such inquiries and messages received will be directed to the unit member's place of public office. The involvement of other district personnel during their working hours, to assist in performing the duties or responsibilities of said public office, is prohibited. The use of District telephones, computers, reproduction machines or other office materials is prohibited in performing the duties or responsibilities of said public office, whether during or after the unit member's regular work hours. Exceptions to this section shall be made in times of emergency.

ARTICLE 22

ADULT EDUCATION

Adult School Teachers. The articles contained elsewhere in this Agreement are modified and/or not applicable to adult school teachers as stated below.

Article 10.1 Hours and Work Year.
Not Applicable

Article 11.1 Class Size.
Not Applicable

Article 17.1 Assignment, Transfer, and Filling of Vacancies.
Not Applicable

Article 15.1 Evaluation Procedure.
Not Applicable

Article 15.1.18 Evaluation Response.
Not Applicable

Article 26 Compensation and Fringe Benefits. See Article 26
Not Applicable

Article 22.2 Bereavement Leave.
Not Applicable

Article 22.3 Child Bearing Preparation, Child Rearing, or Adoption
Not Applicable

Article 22.4 Industrial Accident Leave
Not Applicable

Article 22.6 Sick Leave. Sections 21.6.5, 21.6.6, 21.6.7, 21.6.8, are
not applicable.

Article 22.9 Sabbatical Leave. Not applicable.

Article 22.11 Other Leaves Without Pay. Not applicable.

Article 22.12 Leave Status. Not applicable.

22.1 Duty Hours

22.1.1 The hours may be increased by mutual consent between the unit member and his/her principal/supervisor. Each instructional hour in the adult school will consist of a maximum of sixty (60) minutes of instruction.

22.1.2 The District shall provide the Association with a teacher work year calendar as early as possible prior to the start of an Adult School year. Such calendar(s) shall be published to all unit members.

22.2 Assignment and Transfer

22.2.1 Adult School teachers shall be assigned according to the staffing needs of the District Adult Schools. Said assignments shall be consistent with the tenure requirements of the Education Code. The assignment of an Adult School teacher may include more than one (1) adult school and/or site.

22.2.2 Seniority for purposes of assignment in the Adult Education Program is determined based on a unit member's first date of service in the District.

22.2.3 Assignments shall not be made in an arbitrary or capricious manner.

22.2.4 Adult School teachers will be selected for additional teaching hours based on staffing needs as determined by the principal, using the following criteria:

1. Program needs
2. Availability
3. Compliance of tenure hours requirements under the provisions of the Education Code.
4. Credential of applicants
5. Seniority

22.2.4.1 When an Adult School Teacher is interested in additional hours the appropriate form shall be completed. This form shall provide the bargaining unit member with an opportunity to identify his/her interests in teaching additional hours.

A completed form is required for consideration.

22.2.4.2 The District shall provide all Adult School teachers written notice through posting regarding open teaching positions.

22.3 Reassignment

22.3.1 All reassignments of permanent and probationary Adult School teachers from site to site or reassignments within the site in the Adult School system shall be accomplished in accordance with the following:

1. Permanent and probationary Adult School teachers shall be consulted prior to any reassignment.
2. No reassignment shall be made arbitrarily or capriciously.

22.5 Evaluation Procedure

22.5.1 Evaluation Procedure. If an evaluation conference occurs, it shall be in writing and shall be completed and delivered within ten (10) working days, and where administratively practicable shall be preceded by at least one observation. Observations that reveal unsatisfactory performance shall be followed by a personal discussion with the evaluator within two weeks. An unsatisfactory evaluation shall include specific recommendations for improvement and professional assistance to be given.

22.5.1.1 Evaluation Response. The unit member shall receive a dated copy of all written evaluations to be placed in the personnel file, which shall be signed by the evaluator and the evaluatee. Provisions shall be made within the document for:

- (1) Comments by the unit member being evaluated as required by Education Code Section 44031 and
- (2) A statement that the unit member's signature does not indicate approval of the report, but does indicate that the unit member has read the document and has been provided the opportunity to respond.

22.5.2 The primary evaluator shall be the Principal or Assistant Principal. Bargaining Unit members shall not participate in or have input in the evaluation of any fellow member of the bargaining unit.

22.5.3 The evaluation of Adult School Bargaining Unit members shall not include or be based upon the following:

22.5.3.1 Complaints or charges made against a unit member.

22.5.3.2 Utilization of any CWT techniques

22.5.3.3 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member

22.5.3.4 The personal life or lifestyle of a unit member, their personal opinions, scholarly, literary, or artistic endeavor of unit member.

22.5.3.5 Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation, discipline, or discharge of unit members.

22.5.3.6 Deficiencies, which may have been brought to the attention of the unit member, and subsequently corrected

22.6 Adult School Salary

22.6.1 The salary schedule for Adult School teachers is set forth in Article 26.1.17, 26.1.17.1, 26.1.17.2

22.7 Leaves

22.7.1 Bereavement Leave. An adult education teacher is entitled to three (3) consecutive work days leave to be taken within a five calendar day period of time, when regular school is in session or five (5) consecutive days when regular school is in session for the period of time in which the unit member is scheduled to perform work in adult education.

22.7.2 Child Bearing preparation, Child Rearing, or Adoption Leave is modified to read as follows: Paid leave not to exceed one (1) day for the period of time in which the adult education teacher is scheduled to perform work in adult education shall be granted to take care of emergencies relating to the birth or adoption of the child. This leave shall be granted in cases where sick leave and pregnancy disability leave do not apply.

22.7.3 Industrial Accident Leave is modified to read as follows: Unit members may utilize up to sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. This leave may be extended by the Board at its discretion in cases of serious assault and battery or work related injury, which had rendered the unit member incapacitated for an indeterminate period of time.

22.8 Health and Welfare Benefits

22.8.1 Adult school unit members shall be entitled to the same health and welfare benefits as provided by existing District procedures (Appendix F Fringe Benefit Costs for Adult Education Teachers).

22.8.2 Adult school teachers taking a voluntary reduction in hours, shall have their health and welfare benefits adjusted on a prorated basis.

ARTICLE 23

REDUCTION IN FORCE

- 23.1 All provisions of the Education Code relating to the procedures for layoff are incorporated into this agreement as fully set forth.
- 23.2 In the event of a reduction in force, nurses who hold a valid teaching credential for 9-12 curriculum that is taught in the District and, beginning with the first day of the 2009-2010 school year, a certification in Cultural Language and Academic Development (CLAD) or it's equivalent, shall be reassigned to the classroom based on accrued District seniority.
- 23.3 In the event of a reduction in force, Library Media Teachers who hold a valid teaching credential for 9-12 curriculum that is taught in the District and, beginning with the first day of the 2009-2010 school year, a certification in Cultural Language and Academic Development (CLAD) or it's equivalent, shall be reassigned to the classroom based on accrued District seniority.
- 23.4 In the event of a reduction in force, Psychologists who hold a valid teaching credential for 9-12 curriculum that is taught in the District and, beginning with the first day of the 2009-2010 school year, a certification in Cultural Language and Academic Development (CLAD) or it's equivalent, shall be reassigned to the classroom based on accrued District seniority.
- 23.5 In the event of a reduction in force, Counselors who hold a valid teaching credential for 9-12 curriculum that is taught in the District and, beginning with the first day of the 2009-2010 school year, a certification in Cultural Language and Academic Development (CLAD) or it's equivalent, shall be reassigned to the classroom based on accrued District seniority.

ARTICLE 24

**PRE-INTERN AND INTERNS WITH
THREE (3) OR MORE YEARS
EXPERIENCE**

24.1 A pre-intern and Intern program for those teachers who have three (3) or more years of teaching experience and are currently employed by the CJUHSD shall be operational for a period not to exceed three (3) years beginning September, 2001 through June, 2004. The District will adhere to the agreements specified in the secondary pre-intern and intern contract. Changes to this program will be by mutual agreement between the District and ACT. This program shall be a voluntary program for those members who need to complete requirements for a preliminary credential.

24.2 The Articles of Agreement are modified and/or not applicable to Pre-Interns and Interns.

Article 5.6.1	Class size Waiver. Not Applicable
Article 10.5.2	Sixth instruction period. Not Applicable
Article 10.5.3	Instruction Period with Two level. Not applicable
Article 10.5.5	Classroom Substitution. Not applicable
Article 17.1	Placement Assignment, Reassignment, Transfer, and Filling of Vacancies. Not applicable.
Article 16.1	Peer Assistance for Teacher Program Including Review. Not applicable.
Article 26.1.12.3	Other Duty Pay.* Not applicable
Article 26.1.12.5	Other Duty Assignments Pay Codes.* Not applicable
Article 26.1.12.6	Special Assignments Pay Codes.* Not applicable
Article 12.6.1	Other duty Position Announcements.* Not applicable
Article 21.12	Other Leaves without Pay. Not applicable
Article 21.15.3	Leave(s) While Holding Elective Public Office. Not applicable
Article 3.1	Regular Day Employees Extra Assignment Procedure. Not applicable

* May be waived on a case-by-case basis with agreement of the District and Associated Chaffey Teachers.

24.3 Interns.

24.3.1 Interns teach on an Intern Credential with support from a buddy teacher at their site and a university supervisor. Interns may not coach extracurricular activities nor be required to attend meetings that conflict with his/her responsibilities at their respective institute of higher learning. The intern teacher will attend department and faculty meetings and parent teacher conferences when appropriate. If there is a conflict between university training and district training, university meetings shall take priority during the internship year.

24.3.1.1 Intern Responsibilities

24.3.1.1.1 Obtain an Intern Credential

24.3.1.1.2 For the instructional program of his/her classroom

24.3.1.1.3 Share intern teaching experiences with a buddy teacher at the school site

24.3.1.1.4 Prepare thoroughly and carefully and each day of teaching

24.3.1.1.5 Meet all expectations for first year teachers in the District

24.3.1.1.6 Keep a notebook for university supervisor, including lesson plans

24.3.1.1.7 Meet with and implement the suggestions of his/her university supervisor

24.3.1.1.8 Attend classes at CSUSB or other off-campus site

24.3.1.2 Interns shall be released by the principal to attend meetings that are his/her responsibility at their institute of higher learning.

24.3.2 The intern shall be released for two (2) school days so that he/she can attend in-services at the University during the Winter quarter. The District will not charge the intern in any way for these days, including have him/her take sick or personal leave.

24.3.3 Unit members who are Interns shall assume full teaching and legal responsibility for classes from the first day of the teaching assignment as a paid employee of the Chaffey JUHSD. The secondary intern teacher is responsible for all responsibilities of contractual teacher.

24.3.4 Intern Certificates shall be valid for a period of two (2) years. A certificate may be valid for three (3) years if the intern is participating in a program that leads to the attainment of a specialist credential to teach pupils with mild and moderate disabilities, or four (4) years if the intern is participating in the program that leads to the attainment of both a

multiple subject or single subject teaching credential and a specialist credential to teach pupils with mild and moderate disabilities.

- 24.3.5 Unit members holding District intern certificates shall only be authorized to teach in the subject areas in which they have completed an undergraduate academic major or minor.
 - 24.3.6 Unit member Interns shall be required to teach with the assistance and guidance of an experienced certificated coach/buddy who shall possess valid certification at the same level or same type of credential as the pre-intern or intern employee of the District.
 - 24.3.7 The on-site coach/buddy shall receive a minimum stipend of \$500 for the year.
 - 24.3.7.1 Shall attend a training session on the responsibilities of a coach/buddy teacher.
 - 24.3.7.2 Share materials and ideas for planning, teaching, and managing classrooms.
 - 24.3.7.3 Arrange for regular meeting times with the intern teacher.
 - 24.3.7.4 Observe the intern teacher and provide feedback.
 - 24.3.7.5 Arrange for intern teacher to observe other master teachers in the District.
 - 24.3.8 The on-site coach/buddy shall receive one (1) day for classroom observation. A pre-intern or intern shall have the right to submit a request in writing to the Joint Panel for a different coach/buddy. He/she will state the reasons why the coach/buddy should be replaced and have those reasons considered.
 - 24.3.9 The on-site coach/buddy shall be selected through a competitive process as in Article 16.5.3.
- 24.4 Pre-Interns. Teachers with little or no teaching experience and beginning teachers who do not meet subject matter competency requirements may apply for a Pre-Intern Certificate. Pre-interns must concentrate on subject matter. Pre-interns may not coach extracurricular activities nor be required to attend meetings that conflict with his/her responsibilities at their institute of higher learning and/or CSUSB, College of Education. If there is a conflict between university training and District training, university meetings shall take priority.

24.4.1 Pre-Intern Responsibilities

24.4.1.1 Attend two (2) after school seminars per month: 12 seminars, 2 ½ hours each. (30 hrs. total).

24.4.1.2 Observe at least one experienced teacher teaching a lesson

24.4.1.3 Become familiar with the “California Standards for the Teaching Profession” (CSTP) and strive to achieve practice that exemplifies these standards.

24.4.1.4 Observe at least one experienced teacher teaching a lesson.

24.4.1.5 Work with supporting coach on program goals(s).

24.4.1.6 Observation by supporting coach.

24.4.1.7 Maintain weekly contact with supporting coach.

24.4.1.8 Participate in MSAT/SSAT/Praxis preparation classes.

24.4.1.9 Take the MSAT/SSAT/Praxis examination at least once during the year.

24.4.2 Unit members who are Pre-interns shall assume full teaching and legal responsibility for classes from the first day of the teaching assignment as a paid employee of the CJUHSD.

24.4.3 Pre-interns shall be released by the principal to attend meetings that are his/her responsibility at their institute of higher learning.

24.4.4 Pre-interns may be released to attend necessary meetings at the University.

24.4.5 Pre-interns holding a District pre-intern certificate shall only be authorized to teach in the subject area(s) in which they have completed an undergraduate academic major or minor.

24.4.6 Pre-interns shall be required to teach with the assistance and guidance of an experienced certificated coach/buddy who shall possess valid certification at the same level or same type of credential as the pre-intern or intern employee of the District.

ARTICLE 25

SUMMER SCHOOL

- 25.1 The provisions contained in this article shall apply to all summer school instructional programs offered by the District for the benefit of students.
- 25.2 Summer Salaries
- 25.2.1 Summer School Salary Formula for Full-Time Employees
Per Diem x 19.14
- 25.3 Bargaining unit members shall report to assigned summer school classrooms fifteen minutes before classes start and remain up to fifteen minutes after the completion of the last class. The overall time period shall not exceed five (5) hours and fifty (50) minutes for the four (4) day week schedule, not to exceed four (4) hours and fifty (50) minutes for the five (5) day week schedule.
- 25.4 Leaves
- 25.4.1 Administrative Leave may be authorized by the superintendent as in article 21.1.1.
- 25.4.2 Bereavement Leave shall be granted in accordance with article 21.2.
- 25.4.3 Child Bearing Preparation, child rearing, or adoption leave shall be granted in accordance with article 21.3.
- 25.4.4 Industrial Accident Leave shall be granted in accordance with Article 21.4.
- 25.4.5 Jury/Subpoenaed unit member leave shall be granted in accordance with Article 21.5.
- 25.4.6 A unit member is entitled to utilize the sick leave provision of this Agreement during the summer employment; in addition a unit member is provided an additional one (1) day of cumulative sick leave. A summer school employee who is new to the District shall be entitled to one (1) day of sick leave during the summer session, followed by a salary differential for a maximum of seventeen (17) summer session days.
- 25.4.7 Each full-time unit member shall be entitled to use only one (1) of the paid sick leave allotment during the summer school session as personal leave in accordance with the conditions in Article 21.7.1

- 25.4.8 Pregnancy Disability Leave not applicable during summer school.
 - 25.4.9 Sabbatical Leave not applicable during summer school.
 - 25.4.10 Catastrophic Leave not applicable during summer school.
 - 25.4.11 Family Care and Medical Leave not applicable during summer school.
- 25.5 Summer School Employment Procedures. The District agrees to maintain the summer school employment procedures Administrative Regulation 4120.1 (7/6/82, Revised 3/2/98) in full force and effect for the term of this agreement.
- 25.6 Qualifications. Any bargaining unit member with a valid credential or permit in the subject area they will teach in summer school shall be considered as a qualified applicant for a summer school assignment.
- 25.6.1 A unit member who has received an unsatisfactory final evaluation during the regular school year shall not be eligible to teach summer school until she/he receives a satisfactory final evaluation.
- 25.7 All applicants shall be notified of the tentative selection or non-selection for a summer school assignment by May 15. A listing of those tentatively selected shall be available at the school site.
- 25.8 All grievances related to summer school assignments must be made to the District by May 30. All grievances arising from this Article shall commence at Level II of the procedure. Before filing a written grievance, the grievant should attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- 25.8.1 Grievances arising during summer shall be resolved in accordance with Grievance Procedure Article 10.1
- 25.9 Class Size Limitations for Summer School.
- 25.9.1 Initial enrollment shall be no more than thirty-five (35) with no new students to be added unless enrollment drops below thirty (30). The District will make every effort to balance the student load per class and not exceed thirty (30) students.

25.10 Evaluation Procedure. If an evaluation conference occurs, it shall be in writing and shall be completed and delivered within ten (10) working days, and shall be preceded by at least one observation. Observations that reveal unsatisfactory performance shall be followed by a personal discussion with the evaluator within two weeks. An unsatisfactory evaluation shall include specific recommendations for improvement and professional assistance to be given. Unit members who receive an unsatisfactory during summer school shall not be referred to PAR.

ARTICLE 26

SALARIES

26.1 Salary Schedule.

26.1.1 Operation of the Salary Schedule.

26.1.1.1 Preparation and Experience. When new regular day employees are hired, they will be placed on the schedule according to their preparation and experience. Credit for teaching elsewhere shall be granted on the basis of one (1) step per year for full time teaching, before employment, with the maximum number of steps granted not to exceed nine (9) steps. Effective for all new hires for the 2001-2002 school year.

26.1.1.2 Work in Progress. A certificated employee of a school district who qualified for a salary increase shall be paid the increased salary not later than three regular pay periods or three months, whichever is longer, after the employee files proper documentation. The district shall additionally pay the employee daily interest on the amount owed to the employee calculated from the date that the employee was entitled to the salary increase (Education Code 45048).

26.1.1.3 In-Service Credit. Recommendation for approval of in-service courses or workshops for salary credit shall be submitted to the Superintendent.

26.1.1.4 Class Advancement. A regular day employee may advance in more than one class per year, if qualified and the provisions of paragraph 26.1.1.2 above are met.

26.1.2 Class Placement on the Salary Schedule.

26.1.2.1 Class placement is determined according to the following:

Class A - Bachelor's Degree or possession of a valid California Teaching Credential.

Class B - Bachelor's Degree plus fifteen (15) semester units.

Class C - Bachelor's Degree plus thirty (30) semester units. Unit members must possess a preliminary or clear California credential to move to Class C. This applies to unit members whose first day of service is on or after 7/01/02.

Class D - Bachelor's Degree plus forty-five (45) semester units or a Master's Degree.

Class E- Bachelor's Degree plus sixty (60) semester units or Bachelor's Degree plus forty-five (45) semester units including a Master's Degree.

Class F- Bachelor's Degree plus seventy-five (75) semester units or Bachelor's Degree plus sixty (60) semester units including a Master's Degree or a Master's Degree plus thirty (30) semester units.

26.1.2.2 Transcript Files. Complete transcripts of records from an accredited college must be filed with the personnel office in order to justify class placement. These transcripts will remain the property of the District.

26.1.2.3 Excess Graduate Units. Any graduate units taken in excess of the minimum requirements for the Bachelor's Degree and earned prior to its awarding date may be counted in excess of the Bachelor's Degree. It will be the responsibility of the employee to provide documentary evidence that any such units were in excess of the minimum requirements for the Bachelor's Degree.

26.1.2.4 Vocational/Work Experience Credit. For the purpose of initial class placement, a unit member may be granted vocational/work experience credit up to a maximum of nine (9) years in Class A. This credit may be granted to attract highly qualified individuals who have vocational/work experience that would be beneficial to the District.

26.1.2.5 Vocational/Work Experience Credits Verification. Work experience units may be used only for the original placement on the salary schedule. Vocational experience may be verified by either an original letter or a photocopy of the original as follows:

- a) Name of the employer or company on letterhead stationery.
- b) Inclusive dates of full-time employment.
- c) Type of work performed.
- d) Position of the person who signs the verification (owner, president of the company, personnel director, etc.).

26.1.2.6 Driver Education and Vocational Education Placement. Driver Education and Vocational Education teachers who lack the Bachelor's Degree will be placed in Class A and may advance to the top step of that class.

26.1.2.7 ROTC Placement. Teachers assigned to teach ROTC coming off of active duty are required to receive compensation in an amount equal to their base pay in the military, plus allowances, minus monthly retirement pay. This amount will vary based on rank and years of service in the military. This amount is computed by the service branch of the individual and is known as Minimum Instructor Pay (MIP). Placement on the salary schedule will be the highest class and lowest step above the MIP for each individual teacher.

26.1.3 Class Advancement on the Salary Schedule.

26.1.3.1 Post-Bachelor's Degree Credit. All units submitted for credit on the Certificated Salary Schedule beyond the Bachelor's Degree must be earned in an accredited college or university or by local School District in-service units.

26.1.3.2 Advancement with Lower Division Units. Lower division units may be accepted for advancement on the salary schedule with prior approval of the Superintendent, based upon the relevancy of the course content to the teacher's instructional field.

26.1.3.3 Advancement with Upper Division or Extension Units.

All units other than lower division earned in an accredited college or university or in an extension program of an accredited college or university are acceptable for class advancement.

26.1.3.4 Advancement with Military Service Units. Any military service courses that earn academic credit for an academic degree may be applied for class advancement on the schedule.

26.1.4 Step Advancement on the Salary Schedule. Unit members that have worked seventy-five percent (75) of the school year shall be granted one and only one step on the salary schedule for each year of service in the District until the maximum in the unit member's class is reached. Unit members who receive an unsatisfactory evaluation, and, after completing the Improvement Plan and PAR, receive a second unsatisfactory shall not be eligible for step advancement. The unit member whose first day of District service is on or after July 1, 1999, must possess a clear California credential to move beyond step seven (7).

26.1.5 Unit Conversion. Quarter units are converted to semester units by multiplying quarter units by two-thirds. If this multiplication results in a fraction that, when added to the other semester units, is within one-half unit from the required units for qualifying for the next column, then the fraction shall be rounded out to the next whole number and the unit member shall be placed on the next column.

26.1.6 Unit Account. Once per school year, the District shall provide regular day employees, upon request, a statement of the number of units the District has on file for them.

26.1.7 Certificated Salary Index.

	Class A BA	Class B BA + 15	Class C** BA + 30	Class D BA + 45 or MA	Class E BA + 60 or BA + 45/MA	Class F BA + 75 Or BA + 60/MA or MA + 30
Horizontal Change	.07	.07	.07	.07	.07	.07
Vertical	.06	.06	.06	.06	.06	.06

Change

Step

1	1.00	1.07	1.14	1.21	1.28	1.35
2	1.06	1.13	1.20	1.27	1.34	1.41
3	1.12	1.19	1.26	1.33	1.40	1.47
4	1.18	1.25	1.32	1.39	1.46	1.53
5	1.24	1.31	1.38	1.45	1.52	1.59
6	1.30	1.37	1.44	1.51	1.58	1.65
<u>7</u>	<u>1.36</u>	<u>1.43</u>	<u>***1.50</u>	<u>***1.57</u>	<u>***1.64</u>	<u>***1.71</u>
8	*1.42		1.56	1.63	1.70	1.77
9	*1.48		1.62	1.69	1.76	1.83
10	*1.54		1.68	1.75	1.82	1.89
11	*1.60		1.74	1.81	1.88	1.95
12			1.80	1.87	1.94	2.01
13			1.86	1.93	2.00	2.07
17-20			1.92	1.99	2.06	2.13
21-24			1.98	2.05	2.12	2.19
25-28			2.04	2.11	2.18	2.25
29-32			2.10	2.17	2.24	2.31
			2.16	2.23	2.30	2.37

*Applies only to Driver Education and Vocational Education Teachers who lack a BA Degree

** Unit members must possess a preliminary or clear credential to move to Class C. This applies to unit members whose first day of service is on or after 7/1/02.

***In columns C, D, E and F the unit member must possess a clear California credential to move beyond Step 7. This applies to unit members whose first day of service is on or after 7/1/99.

26.1.8 Salary Base and Salary Schedule. The salary schedule minimum shall be \$39,644 effective July 1, 2006.

The District and Association agree to reopen negotiations in September 2004 and agree to negotiate and make a good faith effort to bargain an increase in the salary base and salary schedule ending passage of the 2004-2005 State Budget. Because the proposed increase to Revenue Limit funding is above 2.0% no certificated staff will receive a lay off notice. (Education Code Section 44955.5)

26.1.8.1 Chaffey Joint Union High School District Certificated Salary Schedule.

1	\$39,644	\$42,419	\$45,194*	\$47,969	\$50,744	\$53,519
2	\$42,023	\$44,798	\$47,573	\$50,348	\$53,123	\$55,898
3	\$44,401	\$47,176	\$49,951	\$52,727	\$55,502	\$58,277
4	\$46,780	\$49,555	\$52,330	\$55,105	\$57,880	\$60,655
5	\$49,159	\$51,934	\$54,709	\$57,484	\$60,259	\$63,034
6	\$51,537	\$54,312	\$57,087	\$59,862	\$62,638	\$65,413
7	\$53,916	\$56,691	\$59,466***	\$62,241***	\$65,016***	\$67,791***
8 *	\$56,294		\$61,845	\$64,620	\$67,395	\$70,170
9 *	\$58,673		\$64,223	\$66,998	\$69,773	\$72,549
10 *	\$61,052		\$66,602	\$69,377	\$72,152	\$74,927
11 *	\$63,430		\$68,981	\$71,756	\$74,531	\$77,306
12			\$71,359	\$74,134	\$76,909	\$79,684
13			\$73,738	\$76,513	\$79,288	\$82,063
17-20			\$76,116	\$78,892	\$81,667	\$84,442
21-24			\$78,495	\$81,270	\$84,045	\$86,820
25-28			\$80,874	\$83,649	\$86,424	\$89,199
29-32			\$83,252	\$86,027	\$88,803	\$91,578
33-			\$85,631	\$88,406	\$91,181	\$93,956

* Applies only to Driver Education and Vocational Education Teachers who lack a BA Degree

** Unit members must possess a preliminary or clear California credential to move to Column C. This applies to unit members whose first day of service is on or after 7/1/02.

*** In columns C, D, E and F the unit member must possess a clear California credential to move beyond Step 7. This applies to unit members whose first day of service is on or after 7/1/99.

26.1.9 Additional Compensation and Benefits.

26.1.9.1 Fringe Benefit Cash Differential. Additional money due a unit member from the fringe benefit package shall be paid monthly.

26.1.9.2 Social Security on Non STRS. All unit member pay that does not qualify for STRS withholding shall be subject to withholding of the legally required amounts for Social Security effective July 1, 1986. Effective February 1, 1987, Adult Education Teachers shall be included. Those teachers hired after March 31, 1986 shall be exempt from this provision.

26.1.9.3 Compensation for Staff Development. Certificated staff shall be compensated for participation in voluntary staff development activities determined by the following formula:

$$\text{Pay per day} = \frac{\text{Placement on the Certificated Salary Schedule}}{182} \times .85$$

The maximum compensation a unit member receives shall not exceed the State funded rate.

Staff development completed and reported between June 11 and August 10 shall be paid by September 1. All other staff development shall be paid quarterly.

A day of staff development compensation must be at least as long as the contracted workday. A day of staff development can be conducted over several calendar days.

26.1.9.4 Extra Teaching Period. Regular day employees voluntarily assigned to an extra teaching period on a regular and continuing basis shall be compensated for such teaching at 1/5 of the teacher's daily rate. Daily rate shall be determined by the following formula:

$$\frac{\text{Current Contract Salary}}{182} = \text{Per Diem Rate}$$

Number of days in the current work year as defined in 10.6.1.1 of this Agreement.

26.1.9.5 Part-time Regular Day Employees Pay Formula. Part-time regular day employees assigned to teach on a part-time basis shall be compensated for such teaching at 1/5 of the teacher daily rate times the number of periods assigned. Daily rate shall be determined by the following formula:

$$\frac{\text{Contract Placement} \times \text{Periods Assigned} \times 1/5}{182} = \text{Daily Rate}$$

Number of days in the current work year as defined in 10.6.1.1 of this Agreement.

26.1.9.6 Allowable Weeks. Varsity football shall be allowed the same number of weeks in a season as the highest allowable number of regular weeks in any sport as authorized by CIF.

26.1.9.8 Table of Other Duty Pay Codes – Coaching

Table of Other Duty Pay Codes*	Total Stipends In District	Fixed Stipend
Baseball - Head Varsity Coach	8	\$4,400.00
Baseball - Asst. & Non-Varsity Coach	16	\$3,150.00
Basketball - Head Varsity Coach (Boys and Girls)	16	\$4,400.00
Basketball - Asst. & Non-Varsity Coach (Boys and Girls)	32	\$3,150.00
Cross Country - Head Varsity Coach (Boys and Girls)	16	\$4,400.00
Cross County - Asst. & Non-Varsity Coach		\$3,150.00
Football - Head Varsity Coach	8	\$4,750.00
Football – Asst. & Non-Varsity Coach	64	\$3,150.00
Golf - Head Varsity Coach	8	\$4,400.00
Golf - Asst. & Non-Varsity Coach		\$3,150.00
Soccer - Head Varsity Coach (Boys and Girls)	16	\$4,400.00
Soccer - Asst. & Non-Varsity Coach (Boys and Girls)	16	\$3,150.00
Softball - Head Varsity Coach	8	\$4,400.00
Softball - Asst. & Non-Varsity Coach	16	\$3,150.00
Swimming - Head Varsity Coach (Boys and Girls)	16	\$4,400.00
Swimming - Asst. & Non-Varsity Coach		\$3,150.00
Tennis - Head Varsity Coach (Boys and Girls)	16	\$4,400.00
Tennis - Asst. & Non-Varsity Coach		\$3,150.00
Track & Field - Head Varsity Coach (Boys and Girls)	16	\$4,400.00
Track & Field - Asst. & Non-Varsity Coach (Coed)	8	\$3,150.00
Volleyball - Head Varsity Coach	8	\$4,400.00
Volleyball - Asst. & Non-Varsity Coach	16	\$3,150.00
Water Polo - Head Varsity Coach (Boys and Girls)	16	\$4,400.00
Water Polo - Asst. & Non-Varsity Coach		\$3,150.00
Wrestling - Head Varsity Coach	8	\$4,400.00
Wrestling - Asst. & Non-Varsity Coach	8	\$3,150.00

26.1.10 1 C. I. F. Playoffs.

26.1.10.1.1 Coaches will receive a stipend of ten percent of their coaching pay for each week they are active in C.I.F. playoffs.

26.1.10.1.2 Team Sports. If a team participates in C.I.F. Playoffs, only the assigned Varsity and Assistant Varsity Coaches qualify for extra pay at the contractual weekly rate.

26.1.10.1.3 Individual Sports or Individual Athletes. In individual sports or where individual athletes are involved in C. I. F. Playoffs, only the Head Varsity coach or his/her designee will qualify for extra pay at the contractual weekly rate.

26.1.10.1.4 The following are considered team sports: Baseball, Basketball, Field Hockey, Football, Soccer, Softball, Volleyball, and Water Polo. All others are designated as individual sports.

26.1.10.1.5 All unit members' assigned extra duty at CIF playoff games, except coaches, shall be paid a stipend of no less than twenty-five (\$30) per event.

26.1.10.1.6 State and National Academic Decathlon Competition
If students participate in state or national competition the assigned teacher or designee shall receive ten percent (10) of their stipend for each week they are active in the competition.

26.1.11 Other Duty Assignment Stipends

26.1.11.1 Other Duty Assignment Stipends *

**If there is an excess of 200 students in Marching Band enrolled in a teacher's class, the District will provide an Assistant Band Director stipend for the 1st semester only.

	Fixed Stipend
Academic Decathlon (with Academic Dec. class)	\$2,500.00
Academic Decathlon (no Academic Dec. class))	\$3,500.00
Academic Advisor (with release, 1 period)	\$2,000.00
Academic Advisor (no release time)	\$3,000.00
Audio Visual (Delete Effective 07-08)	\$500.00
Band Director	\$4,500.00
Assistant Band Director	\$1,500.00

Choral Director	\$2,500.00
Accompanist (Delete Effective 06-07)	\$500.00
DAT Coordinator*	\$1,985.00
Director of Athletics (with release, 2 periods)	\$4,750.00
Director of Athletics (girls)	\$2,500.00
Director of Athletics (boys)	\$2,500.00
Director of Athletics (with release, 1 period)	\$4,500.00
Assistant Director of Activities (as determined by the Principal)	\$2,000.00
Dramatics (per week as determined by the Principal)	\$225.00
Drill Team	\$2,500.00
House Advisor (with release time)	\$2,000.00
House Advisor (no release time)	\$3,000.00
Newspaper	\$1,500.00
Orchestra Director	\$750.00
Pep Squad	\$3,500.00
Assistant Pep Squad (as determined by Principal)	\$1,500.00
G. A. T. E. Advisor (with release, 1 period)***	\$2,500.00
G.A.T.E. Advisor (with release, 2 periods)***	\$2,500.00
G.A.T.E. Advisor (no release time)	\$3,500.00
Yearbook	\$1,500.00
Dance (per week as determined by the Principal)**	\$225.00
Intramural Recreation Facilitator (per semester)	\$1,500.00
Mock Trial (per semester)	\$750.00
Speech and Debate (per semester)	\$750.00
SLC Advisor (with release, 1 period)	\$2,500.00
SLC Advisor (no release time)	\$3,500.00
Special Education Advisor (with release, 2 periods)	\$4,500.00
Renaissance Advisor (with release, 1 period)	\$3,000.00
Renaissance Advisor (no release time)	\$4,000.00
WASC Site Leader (1 period release during semester before and semester of the visit)	\$3,000.00
Title I Advisor (no release time)	\$3,500.00
Title I Advisor (with release, 1 period)	\$2,500.00
Title I Advisor (with release, 2 periods)	\$2,000.00
Title I Advisor (with release, 3 periods)	\$1,500.00
Title I Subject Area Advisor (with release time)	\$2,000.00
Title I Subject Area Advisor (no release time)	\$3,000.00
“Too Good for Drugs” Facilitator*, ****	\$225.00
Focus Lesson Facilitator	\$2,500.00

	\$500.00
*Fixed stipend: not to exceed grant	\$750.00
**Per week as determined by Principal	\$1,500.00
***Must meet contract requirements	\$2,000.00
****Per grade level (9 th and 10 th)	\$2,500.00
	\$3,000.00
	\$3,500.00
*Stipends are fixed and are not associated with salary increases.	\$4,000.00
INTENT	\$4,500.00
	\$4,750.00

26.1.11.2 Special Assignments Pay Codes

26.1.11.2.1 Department Chairs – Comprehensive High Schools

<u>**Sections in Department</u>	<u>Release Period(s)</u>	<u>Index*</u>
20-34	0	.120
35-54	0	.162
55-79	0	.185
80-129	0	.206
130-up	0	.256
<hr/>		
35-54	1	.049
55-79	1	.059
80-129	1	.073
130-up	2	.083

*Index figure multiplied by Step 1, Class A, of the Certificated Salary Schedule.

**Sections include total number within the department including those of the Department Chair.

Beginning with the 2006-07 school year, Department Chairs with 35 sections or more, shall have the option of a non-teaching period with lower index or no release period with higher index upon approval from the District. A Department Chair will not be compensated an extra 1/5 of the teacher's daily rate unless they teach 6 periods.

26.1.11.2.2 Department Chairs – Continuation High Schools***

<u>**Sections in Department</u>	<u>Release Period(s)</u>	<u>Index*</u>
5-10	0	.036
10	0	.078
20 plus	0	.120

*Index figure multiplied by Step 1, Class A, of the Certificated Salary Schedule.

**Sections include total number within the department including those of the Department Chair.

***The above index will apply effective with the 2006-07 school year.

Sections included in the department total include those sections assigned to the department chair but do not include Team, Advisory or Homeroom periods.

Departments at continuation high schools are defined in subject areas as: English, Social Studies, Math, Science, PE, Special Education, Career Technical Education, and Fine Arts or departments with fewer than 5 sections may be combined to allow for department representation. Department Chairs shall perform duties and responsibilities as outlined in Appendix C.

26.1.11.2.3 Library Media Teachers

Library Media Teachers shall be designated as department chairpersons with .120 Department Chairs index.

26.1.11.2.4 Nurses

One nurse shall be designated as department chairperson with a .070 Department Chair index.

26.1.11.2.5 Work Experience

One work experience teacher shall be designated as department chairperson with a .070 Department Chair index.

26.1.12 Salary Schedule Counselors.

26.1.12.1 Compensation for counselors hired for the 2004-05 school year and thereafter shall be based on their placement on the

Certificated Salary Schedule plus a stipend of 7% of the individual's placement on the Certificated Salary Schedule. The first 187 days worked are paid at their placement on the salary schedule plus stipend. The additional five (5) days shall be paid at per diem of the placement on the salary schedule.

- 26.1.12.2 Compensation for counselors hired before the 2004-05 school year will continue to move on the certificated salary schedule as warranted. However, their stipend will be frozen at their individual 2003-04 level. It will continue at that rate until seven (7) percent of their individual cell is greater than their current stipend. At that point they will continue on the certificated salary schedule, plus seven (7) percent.

The first 187 days worked are paid at their placement on the salary schedule plus stipend. The additional five (5) days shall be paid at per diem of their placement on the salary schedule.

- 26.1.12.3 Part Time Adult School Counselor Rate. Any additional part-time adult school counselor shall be paid at the following rate:
Adult School hourly teaching rate plus counselor stipend rate.

26.1.13 Salary Schedule Psychologists.

Compensation for Psychologists shall be based on their placement on the Certificated Salary Schedule plus a stipend of 11% of the individual's placement on the Certificated Salary Schedule Article 26.1. The first 187 days worked are paid at their placement on the salary schedule plus stipend. The additional five (5) days shall be paid at per diem of their placement on the salary schedule.

- 26.1.13.1 Compensation for Psychologists hired before the 2004-05 school year will continue to move on the certificated salary schedule as warranted. However, their stipend will be frozen at their individual 2003-04 level. It will continue at that rate until eleven (11) percent of their individual cell is greater than their current stipend. At that point they will

continue on the certificated salary schedule, plus eleven (11) percent.

26.1.13.2 For newly employed Psychologists, Step 5 of the Certificated Salary Schedule shall be the first step of the Psychologist's Salary Schedule. A unit member who has been a member of the bargaining unit prior to being appointed to psychologist shall be advanced four (4) steps in his/her placement on the salary schedule or to the top step of his or her class, whichever is less.

26.1.14 Salary Schedule Specialists.

26.1.14.1 Resource Specialists Salary = Placement on the Certificated Salary + Step 1, Class A x .05 with a clear credential. Only applicable to unit members in specialist positions on or before August 30, 2001.

26.1.14.2 Language, Speech and Hearing Specialists Salary. = Placement on Certificated Salary Schedule + Step 1, Class A x .05.

26.1.15 Adult Education Teachers.

26.1.15.1 Unit members assigned to teach in the adult school shall be compensated for such teaching at an hourly rate determined by the application of the following formula:

$$\frac{\text{Class A, Step 1} \times 1.04 \times 1/6}{175} = \text{Hourly Rate}$$

26.1.15.2 There shall be four steps on the schedule with the rate at Step 1 determined by application of the formula and seventy-five (.75) cents per hour added for each of the additional steps. Teaching two semesters of Adult School shall qualify for each advancement.

26.1.16 Home Teaching Rate. The home teacher rate shall be as follows:

$$\frac{\text{Base Salary, Step 1, Class A} \times 1/5}{180}$$

26.1.17 Summer Salaries

26.1.17.1 Summer School Salary Formula for Full-time Employees

Contract Salary in effect the date Summer School commences.

Per Diem x 19.14

26.1.18 Tenth Grade Counseling.

26.1.18.1 Unit members assigned on a voluntary basis for tenth grade counseling during the school year and after the school day shall be compensated on an hourly rate determined by the following formula:

$$\text{Hourly Rate} = \frac{\text{Contract Placement}}{7.25 \times 182} \times .80$$

26.1.20 Work Experience Teachers - Hourly Rate. When the student load for work experience teachers exceeds the state maximum as provided in the Education Code the work experience teacher shall be paid an additional amount at the Home Teaching hourly rate and each additional one-fifth (1/5) or portion thereof of the state maximum if unit member voluntarily accepts the additional student load.

26.1.21 Driver Education/Driver Training and Vocational Education Compensation.

26.1.21.1 Driver Education and Vocational Education. Driver Education and Vocational Education teachers who lack the BA Degree will be paid under Class A of the Salary Schedule and may advance to the top of that class.

26.1.21.2 Driver Training. Driver Training teachers shall be compensated at Home Teaching hourly rate for all instruction beyond the driver training teacher's regular workday.

26.1.22 Unit Member Travel.

26.1.22.1 Classroom Teachers who are assigned duties at more than one school shall receive twelve hundred dollars (\$1,200) additional compensation for travel expenses and loss of preparation time.

- 26.1.22.2 Other Travel Allowance. Unit members assigned non-classroom duties, at more than one school, home teaching, or others with duties which require travel, shall receive a mileage allowance for the use of their personal vehicles providing such use is for official District use as determined by the District and the unit member obtains prior written authorization from the site. The amount paid for mileage allowance will be the maximum Internal Revenue Service Code Rate.
- 26.1.22.3 Psychologists and Speech and Language Specialists Travel Allowance. Psychologists and Speech and Language Specialists who have been authorized to travel on District business and must furnish their own transportation, will be paid a mileage allowance equal to the maximum Internal Revenue Service Code Rate.
- 26.1.22.4 Change in Mileage Allowance. The mileage allowance may be adjusted by Board action.

ARTICLE 27

SPECIAL EDUCATION

27.1 Local Plan Development

27.1.1 When developing and/or updating a special education local plan (SELP), the District shall notify the Association of its intent to do so and shall inform the Association of the number of regular and special education teachers that need to be selected for the SELP Committee. The selection process for these unit members shall be conducted by the Association. Bargaining unit members shall be released from their regular duties for purposes of serving on the SELP Committee.

27.1.2 When developing and/or updating a SELP, the SELP Committee shall survey unit members whose duties would be impacted by the plan in order to determine their recommendations.

27.2 Reorganization Rights

27.2.1 Prior to reorganizing a special education local plan area, the District shall meet and negotiate with the Association regarding its impact as applicable to the Rodda Act.

27.3 Individual Educational Program (IEPS)

27.3.1 Unit members who participate in meetings for Individualized Educational Program (IEP) beyond their conference period shall be granted release time from their regular duties.

27.3.2 The District shall make every effort to schedule IEP meetings during the school day.

27.3.3 Teachers assigned a student with an IEP shall be notified within one (1) week or ASAP of the start of the class and provided with a copy of the IEP of the incoming student.

27.3.4 The District recognizes that some Individuals students may not meet or exceed the growth projected in the annual goals and objectives of the student's Individualized Education Program. In such instances, a unit member's accountability shall be limited to having implemented the resources provided by the District.

27.3.5 When five (5) or more students with an IEP are mainstreamed in a general education class, the teacher may request a meeting with the appropriate administrator to resolve the issue consistent with section 5.3.1.4.

27.4 Fair Hearings

27.4.1 When a unit member is required to participate in a fair hearing or other due process procedure, the District shall provide the unit member with release time without loss of compensation.

27.4.2 Counsel retained to represent the District in any such hearing shall consult with the unit member regarding preparation for the hearing.

27.5 Instructional Aide Time

27.5.1 All special education teachers shall have a six hour Special Education Instructional Assistant assigned to them. The Special Education Advisor and assigned teacher will propose the assignment of the Special Education Instructional Assistant to be presented for the approval of the site administration.

27.5.2 The Site principal or assistant principal shall assign the instructional aide. Department chairs shall not have input in the assignment process or be consulted. The administrator in charge shall consult with the Special Education Teacher on the assignment of the instructional aide. Department chairs shall not move, reassign or evaluate aides assigned to the teacher.

27.6. Resource Specialist

27.6.1 Resource specialist caseload shall not exceed twenty-eight (28) students unless a waiver is granted by the State Department of Education. The Association shall be notified prior to the request for waiver being sent to the SDE.

27.7 Professional Development

27.7.1 The utilization of new instructional models shall not be required of unit members assigned to special education positions until after the District has provided released time for and offered appropriate training to unit members regarding the use of such models.

Article 27.8 Collaboration

The Chaffey Joint Union High School District and Associated Chaffey Teachers jointly support the least restrictive educational environment for students with disabilities.

27.8 Collaboration

27.8.1 Special education teachers who collaborate with regular education teachers (collaboration model) deliver specialized instruction within the classroom.

27.9 Teachers will follow the placement recommendations of the IEP.

27.10 Support for Collaboration between regular education teachers and special education teachers

27.10.1 Prior to or within the first quarter of the school year, training shall be offered for teachers who teach remedial level or special education classes.

27.10.2 Staff development training shall be offered for unit members with “included” students in their classes.

27.10.3 Request for additional support shall be mutually agreed upon by teacher/unit member and administration.

27.10.4 If a teacher/unit member disagrees with the range of supports and services recommended by the IEP, that teacher/unit member may request a meeting with an administrator and/or parent to determine more appropriate supports and services for the student.

27.11 Regular education teachers who are assigned special education students shall not be required to participate in a collaborative class setting.

27.11.1 Special Education unit members and administration shall mutually agree on the number of collaborative period. No unit member shall be required to collaborate for more than 2 subjects.

27.12 If the number of special education students exceeds 1/3 of the total class size assigned to a full inclusion/collaborative class, a special education instructional aide will also be assigned to the classroom.

27.13 Special Education Advisor

27.13.1 The responsibilities of the Special Education Advisor include but are not to be limited to:

27.13.1.1 Facilitation of IEP meetings.

27.13.1.2 Facilitation of collaboration

27.13.1.3 Provide in-district alternative placements for special education students.

27.13.1.4 Provide expertise and guidance in the area of special education compliance.

27.13.1.5 Assist counselors and case carriers in monitoring graduation requirements of special education students.

27.13.1.6 Assist counselors and case carriers in coordinating intervention programs outside the regular school day.

27.13.1.7 Assist counselors and case carriers in coordinate transition plans for special education students in career technical education programs.

27.13.1.8 Calendar timeline for legal requirements directly associated with special education.

27.13.1.9 Provide expertise in “response to intervention”.

27.13.1.10 Facilitate instructional programs at the site to assist with program improvement requirements.

ARTICLE 28

CONSULTATION

28.1 The parties agree that the District, by maintaining the Administrative regulations listed in Article 1.5 meets for the duration of this agreement its obligation to consult with the Association on curricular matters as specified in Government Code Section 3543.2.

28.1.1 The Association shall have the exclusive right to oversee the selection of membership to the Local Curriculum Steering Committee (LCSC). Membership shall consist of two (2) members from each subject area chosen for a two year term. Members for any one subject area shall be chosen on alternate years to provide continuity. The Association shall elect or select (Article 5.2.11) unit members from each site to the District Curriculum Steering Committee (DCSC).

28.1.2 The Association may exercise its right to consult on proposed changes, Board Policies or proposed new Board Policies. The right to consult will be for input only and not for approval.

28.1.3 In the event the Association exercises its right to consult, the parties shall meet as soon as practicable to exchange information, options, proposals, and recommendations in order to make a good faith effort to reach resolution on matters where there may be differences of opinion.

28.1.4 The District shall give full consideration to proposals made by the Association prior to making a determination of policy of course of action.

ARTICLE 29

TEACHER INDUCTION

29.1 The District and Association agree to collaborate on the Induction program.

29.1.1 The Joint Panel shall:

- Establish rules of procedures for the panel
- Establish the selection process and evaluation instrument for professional development providers
- Conduct an annual program evaluation making recommendations for improvement
- Develop procedures to facilitate cooperation among eligible new hires, their teacher training institutions, and the district's personnel department.

29.1.2 Joint Panel meetings may take place during the regular school day in which event teachers who are members of the Joint Panel will be released from their duties without loss of pay.

29.1.3 The Induction Program design will meet the Standards of Quality and Effectiveness for Professional Teacher Induction programs and focus on the California Standards for the Teaching Profession, state adopted academic content standards and performance levels for students, and state-adopted curriculum frameworks. The Induction Program will adhere to all requirement of AB2042 Induction Program.

29.1.4 The Joint Panel shall implement an Induction program design which is in adherence to the Collective Bargaining Agreement.

29.2 The District and Association agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development related to the Induction Program.

- 29.3 Bargaining unit members shall not be required by the District to participate in an Induction Program.
- 29.4 The Joint Panel will collect feedback about program quality and effectiveness from participants.
- 29.5 The Induction program is not a substitute for the contractual evaluation procedure in Article 15 of the Agreement.
- 29.6 The unit members participation records, including but not limited to, notifications, time lines, program participation, feedback about levels of participation, special assistance, etc., shall remain the property of the unit member and shall not be placed in the unit member's personnel file. The District may maintain only those records necessary to prove participation and completion of the program. These records shall be confidential and shall not be shared with the unit member's immediate supervisor or the district administration.
- 29.7 The final report shall not be placed in the unit member's personnel file. When the unit member has successfully completed the Induction program, a certificate of completion shall be issued and the certificate shall be placed in the unit member's personnel file.
- 29.8 The unit member shall have the right to begin a new Induction program with a different provider at any time.
- 29.9 The Joint Panel uses a consensus model for decision-making in the Induction Program.

ARTICLE 30

TECHNOLOGY AND RELEATED CONTRACT PROVISIONS

- 30.1 In recognition of the fact that technological devices and software are changing rapidly and that no contract provision can foresee the nature of these changes, the District and the Association agree to form a Technology Oversight Committee to make recommendations to the Superintendent or his/her designee and the Association President or his/her designee proposing appropriate actions to deal with such technological changes. The Association and the District agree that recommendations are to relate only to the issues at hand and are not to apply to future circumstances, which must be examined on their own merits.
- 30.5.1 The Committee shall be composed of four (4) Association appointees, two (2) District appointees and one (1) mutually agreed upon classified and/or management appointee.
- 30.5.2 The Committee shall conduct a technology and technology-related needs assessment.
- 30.5.3 The Committee shall recommend equipment, network access and software selection and use as well as revision or alteration of procedures for computer use or for student supervision.
- 30.7 The Association shall have the use of the District E-mail/website to communicate with their unit members.
- 30.8 Bargaining Unit Members shall not be required to utilize e-mail addresses or web pages for parental access or reporting of grades.

ARTICLE 31

DISCIPLINE

- 31.1 No permanent or probationary unit member shall be disciplined without just cause. The terms “discipline”, “disciplinary action”, and “suspension” for purposes of the Article, mean suspensions without pay not to exceed two (2) consecutive work days. Suspension for more than two days may be imposed with the concurrence of the Association.
- 31.2 In administration of this Article, the District shall observe the following progressive remediation steps:
- a) A verbal reprimand.
 - b) A conference with the unit member which is memorialized in a memorandum but not placed in the personal file.
 - c) A written reprimand which is placed in the personnel file.
 - d) Imposition of a suspension not to exceed two (2) consecutive work days. Suspension for more than two days may be imposed with the concurrence of the Association.

In the event of major or serious infractions, the District may impose discipline without following the progressive steps set forth above. In addition, the content of oral or written communications in steps a, b, and c above, shall not be subject to the grievance procedure.

- 31.3 In the event of a suspension under the provisions of this Article, the following provisions shall apply:
- a) Prior to imposing a suspension without pay, the District shall provide the unit member with written notice thereof which shall include the cause or causes for disciplinary action in a specific statement of charges. A conference shall be held between the unit member and his immediate supervisor or other appropriate administrator, at which time the unit member shall have the opportunity to respond to the charges and any written materials upon which the charges are based. The unit member may be represented by the Association during this conference.

- b) After the conference, the immediate supervisor or other appropriate administrator shall decide whether or not to impose a suspension without pay and give the unit member written notice thereof.
- c) Upon being served with written notice of suspension, the unit member may request a hearing before an arbitrator who shall be chosen by mutual agreement of the District and the Association. If mutual agreement cannot be reached within five (5) calendar days after a request for hearing is received, the parties shall request a list of five (5) potential arbitrators from the State Conciliation Service. As soon as the list of five (5) potential arbitrators is received, the parties shall strike names and the remaining individual shall serve as arbitrator.
- d) The unit member must file the request for hearing under Section (c) above with the Superintendent's Office no later than five (5) calendar days (excluding days the district office is closed) after receiving the notice of suspension. Failure to file written appeal within the five (5) day period shall be deemed a waiver of any right to a hearing.
- e) The arbitrator shall prepare written findings and a decision within thirty (30) calendar days after the close of a hearing. The decision shall be binding on all parties, but the arbitrator shall have authority only to affirm, modify or revoke the suspension without pay. Any modification shall be limited to increasing or decreasing the number of suspension days and, if the suspension is reduced or revoked, the unit member shall be entitled to back pay for the number of suspension days rescinded.

31.4 The cost of an arbitrator shall be borne equally by the District and the Association. Each party shall bear its own costs of representation at the hearing.

31.5 Nothing contained in this Article shall be construed to limit or restrict the authority of the governing board to dismiss, suspend or take other disciplinary action under the Education Code or other applicable law. Suspensions shall be subject to the due process procedure set forth in this Article and the grievance procedure shall not apply.

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

SCHOOL CALENDAR 2007-08

2007

SCHOOL DAYS

JULY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

2008

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17**	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21*	22
23	24	25	26	27	28	29
30	31					

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

OCTOBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26*	27	28	29
30	31					

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11**	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

4 Independence Day

AUGUST

23 Certificated Staff Report
27 Students Report

SEPTEMBER

3 Labor Day

OCTOBER

NO HOLIDAYS

NOVEMBER

12 Veterans' Day
19-23 Thanksgiving Holidays

DECEMBER

24-31 Winter Recess

JANUARY

1-4 Winter Recess
1 New Year's Day
18 Day Between Semesters
21 Martin Luther King's Day

FEBRUARY

11 Abraham Lincoln's Day
18 Presidents' Day

MARCH

24-28 Spring Break

APRIL

NO HOLIDAYS

MAY

23 Admission's Day
26 Memorial Day

JUNE

11 Last Day of School

* Oct 26	First Quarter Ends	<u>44</u>	School Days
** Jan 17	Second Quarter Ends	<u>43</u>	School Days
	Semester 1	87	
* March 21	Third Quarter Ends	<u>42</u>	School Days
** June 11	Fourth Quarter Ends	<u>51</u>	School Days
	Semester 2	93	
		<u>180</u>	

- Non-Student Day
- All Schools and District Offices Closed (Holidays)
- All Schools Closed
- Schools / District Offices Closed

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

SCHOOL CALENDAR 2008-2009 Draft

SCHOOL DAYS

2008

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

2009

JANUARY

S	M	T	W	T	F	S
						3
4	5	6	7	8	9	10
11	12	13	14	15**	16	17
18	19	20	21	22		
23	24	25	26	27	28	29

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20*	21
22	23	24	25	26	27	28
29	30	31				

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Draft 10/11

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24*	25
26	27	28	29	30	31	

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10**	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

4 Independence Day

AUGUST

21 Certificated Staff Report
25 Students Report

SEPTEMBER

1 Labor Day

OCTOBER

NO HOLIDAYS

NOVEMBER

10 Admission's Day
11 Veterans' Day
24-28 Thanksgiving Holidays

DECEMBER

22-31 Winter Recess

JANUARY

1-2 Winter Recess
1 New Year's Day
16 Day Between Semesters
19 Martin Luther King's Day

FEBRUARY

13 Abraham Lincoln's Day
16 Presidents' Day

MARCH

23-27 Spring Break

APRIL

NO HOLIDAYS

MAY

25 Memorial Day

JUNE

10 Last Day of School

* Oct 24	First Quarter Ends	44	School Days
** Jan 15	Second Quarter Ends	42	School Days
	Semester 1	86	
* March 20	Third Quarter Ends	41	School Days
** June 10	Fourth Quarter Ends	53	School Days
	Semester 2	94	
		<u>180</u>	



Non-Student Day



All Schools and District Offices Closed (Holidays)



All Schools closed



Schools / District Offices Closed

TO BE BARGAINED

SIGNATURE PAGE

Assistant Superintendent

Association President

District Representative

Association Representative

District Representative

Association Representative

District Representative

Association Representative

District Representative

Association Representative

Association Representative

APPENDIX A

The following procedures have been developed in order to:

1. Systematize and provide guidelines for the selection of a unit member to accept a sixth instructional period.
2. Provide all certificated staff members with equal opportunity to teach a sixth period within their department.

A. Department Lists

(1) There shall be established at each school within the District a "Rotation List for teaching a sixth instructional period." There shall be one such list for each department within the school (with the exception of a continuation school). A teacher shall be included on the list in the department he/she is currently teaching or on the list of another department of which he/she is credentialed to teach.

(2) The initial list of teachers will be based on seniority in the District, with new teachers going to the bottom of the list in the year that they are employed. Teachers from within a department shall have continuing priority over counselors and teachers from another department.

(3) Each list in each school will be revised and announced by May 1, reflecting preceding sixth period service and staff additions. New teachers will be added to the bottom of the list after rotation reflecting the preceding semesters service.

If a teacher declines a sixth instructional period, he/she will retain his/her position on the rotation list. Once a teacher teaches a sixth instructional period for two semesters, his/her name shall be moved to the bottom of the rotation list.

Former teachers of our District, returning to the District following a break in employment, will be placed on the list as though they are teachers new to the District. Teachers on a leave of absence, however, will retain their position on the list.

(4) A teacher with an unsatisfactory evaluation may not teach a 6th period until they have achieved a satisfactory evaluation.

APPENDIX B
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT
IMPROVEMENT PLAN

EMPLOYEE _____ **GRADE/SUBJECT** _____

Evaluator _____

TIME PERIOD FOR IMPROVEMENT PLAN _____

CHECK UNSATISFACTORY STANDARDS 1 2 3 4 5 6

AREAS NEEDING IMPROVEMENT FOR STANDARD _____ **ARE:**

RECOMMENDATION FOR ASSISTANCE BEING PROVIDED ARE:

AREAS NEEDING IMPROVEMENT FOR STANDARD _____ **ARE:**

RECOMMENDATION FOR ASSISTANCE BEING PROVIDED ARE:

(Attach Additional pages as needed)

IMPROVEMENT PLAN ESTABLISHED:

EVALUATOR _____ **DATE** _____

EMPLOYEE _____ **DATE** _____

NOTE: Attach to Evaluation Report

APPENDIX C

DEPARTMENT CHAIRPERSONS – DUTIES AND RESPONSIBILITIES

Curriculum

1. Provide leadership in development of new course offerings
2. Coordinate development of course outlines
3. Maintain active file of curriculum guides and outlines
4. Study modern trends in curriculum for possible adoption
5. Be responsible for department budgetary expenditures
6. Be responsible for department instructional and audio-visual materials.
7. Examine and evaluate new texts, teaching materials, and equipment.

Operations

8. Call and organize regular department meetings
9. Provide assistance to the local school administration in the scheduling of teaching assignments and in the development of the master schedule.
10. Involve department members in establishing department policies and procedures.
11. Arrange rotation and distribution of books, instructional materials, and equipment.
12. Inventory books, instructional materials, supplies, and equipment.
13. Approve requests for supplies, equipment, maintenance and repairs.
14. Order texts and supplementary texts.
15. Coordinate co-curricular activities including contests, awards, etc.

Professional Leadership

16. Participate in selection and orientation of teachers.
17. Develop continuity in the instructional program through consultation and advisement of the program.

18. Encourage professional growth through advanced education, in-service training, and participation in professional associations related to the discipline.
19. Inform the department of new methods, techniques, materials, etc.
20. Inform department of new trends, legislation, etc., affecting the instructional program.

Liaison

21. Maintain continuous liaison with administration and with chairpersons in same department of other schools of the district and with their counterparts in the feeder schools.
22. Maintain liaison with the department's representatives to school and district curriculum committees.
23. Meet regularly with the principal and other department chairpersons within the school. (The name of this official group varies from school to school.)
24. Act as spokesperson for the department.
25. Other non-administrative duties as assigned.

APPENDIX D

DO NOT WRITE YOUR NAME ON THIS PAPER
(RETURN COMPLETED SURVEY TO PRINCIPAL)

School Name _____

Department _____

DEPARTMENT EFFECTIVENESS SURVEY

1. Is the Department functioning effectively so that new courses are developed as the need arises?

Comments:

2. Are department course outlines up to date?

Comments:

3. Do you know where to find curriculum guides and course outlines?

Comments:

4. Is your department adequately meeting your needs for classroom materials?

Comments:

5. Are the department members involved in evaluating new texts, teaching materials, and/or equipment?

Comments:

6. Are department meetings held monthly?

Comments

7. Are departments involved in establishing department policies and procedures?

Comments:

8. Do members of the department receive information regarding conferences, staff development, advanced education, etc.?

Comments:

9. What improvements would you like to see in the department?

10. What do you especially like about your department?

RETURN COMPLETED SURVEY TO YOUR PRINCIPAL

(6/03)

APPENDIX E

The following procedures have been developed in order to provide guidelines for the school site to consider the establishment of a flexible and/or varying time block schedule.

1. ACT shall conduct a secret ballot vote of all certificated staff at the school site to determine if the school would like to explore a flexible and/or varying time block schedule. This vote requires approval by 2/3 vote of all bargaining unit members at the site.
2. The secret ballot vote shall be conducted in accordance with procedures in the ACT Bylaws.
3. The timeline for the election shall include the date when voting will take place and the deadline for requesting an absentee ballot (voting by mail).
4. Prior to the development of an alternate work day schedule, all bargaining unit members at the site shall be surveyed for input and suggestions through a formal written survey developed jointly by the site administration and ACT Bargaining Unit Leadership at that site.
5. A committee consisting of four (4) bargaining unit members (director, two (2) reps and one (1) additional teacher from the site selected from a pool of teachers who wish to participate in this process) and three (3) administrators will be established. They will collaborate and explore flexible and/or varying time block schedules to be presented to the site staff for input.
6. If multiple schedules are to be considered, the school site staff shall take a vote to determine which flexible and/or varying time block schedule they would like to establish for the following school year. A majority vote shall be required to establish the flexible and/or varying time block schedule to be considered. After the flexible and/or varying time block schedule has been selected for consideration, a 2/3 vote shall be required to select either the traditional schedule or the flexible and/or varying time block schedule.

INTENT

The schedule to be established shall be submitted to ACT Rep Council to make sure that the schedule is in compliance with the Collective Bargaining agreement and District policy. The site will then make the necessary adjustments if needed.

7. The unit members at the site shall annually review the effectiveness of the schedule to determine if changes need to be implemented or if the schedule will be continued for the following year.
8. A special arranged day is any day in which the class schedule is altered such as:
 - Rally/assembly days
 - Minimum day
 - Testing day
 - Late start day
 - Finals
9. All comprehensive high schools will make every effort to have a schedule which approximates 65,280 minutes per school year.

APPENDIX F

2006-2007 Fringe Benefit Costs for Adult Education Teachers

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT 2006 - 2007 FRINGE BENEFIT COSTS FOR ADULT EDUCATION TEACHERS

HOURS WORKED	12 HOURS / 40%			13 HOURS / 43%		14 HOURS / 47%		15 HOURS / 50%	
	TENTHLY RATE	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS
KAISER									
1 PARTY	390.41	156.16	234.25	167.88	222.53	183.49	206.92	195.21	195.21
2 PARTY	771.82	308.73	463.09	331.88	439.94	362.76	409.06	385.91	385.91
FAMILY ¹	1,088.38	435.35	653.03	468.00	620.38	511.54	576.84	544.19	544.19
PACIFICARE SIGNATURE VALUE (HMO)									
1 PARTY	366.65	146.66	219.99	157.66	208.99	172.33	194.32	183.33	183.33
2 PARTY	677.88	271.15	406.73	291.49	386.39	318.60	359.28	338.94	338.94
FAMILY	981.53	392.61	588.92	422.06	559.47	461.32	520.21	490.77	490.77
PACIFICARE SIGNATURE OPTION (POS)									
1 PARTY	475.78	190.31	285.47	204.59	271.19	223.62	252.16	237.89	237.89
2 PARTY	940.69	376.28	564.41	404.50	536.19	442.12	498.57	470.35	470.35
FAMILY	1,401.02	435.35	965.67	468.00	933.02	511.54	889.48	544.19	856.83
DELTA DENTAL									
FAMILY ²	129.38	51.75	77.63	55.63	73.75	60.81	68.57	64.69	64.69
VSP									
FAMILY ²	19.79	7.92	11.87	8.51	11.28	9.30	10.49	9.90	9.90

HOURS WORKED	16 HOURS / 53%			17 HOURS / 57%		18 HOURS / 60%		19 HOURS / 63%	
	TENTHLY RATE	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS
KAISER									
1 PARTY	390.41	206.92	183.49	222.53	167.88	234.25	156.18	245.96	144.45
2 PARTY	771.82	409.06	362.76	439.94	331.88	463.09	308.73	486.25	285.57
FAMILY ¹	1,088.38	576.84	511.54	620.38	468.00	653.03	435.35	685.68	402.70
PACIFICARE SIGNATURE VALUE (HMO)									
1 PARTY	366.65	194.32	172.33	208.99	157.66	219.99	146.66	230.99	135.66
2 PARTY	677.88	359.28	318.60	386.39	291.49	406.73	271.15	427.06	250.82
FAMILY	981.53	520.21	461.32	559.47	422.06	588.92	392.61	618.36	363.17
PACIFICARE SIGNATURE OPTION (POS)									
1 PARTY	475.78	252.16	223.62	271.19	204.59	285.47	190.31	299.74	176.04
2 PARTY	940.69	498.57	442.12	536.19	404.50	564.41	376.28	592.83	348.06
FAMILY	1,401.02	576.84	824.18	620.38	780.64	653.03	747.99	685.68	715.34
DELTA DENTAL									
FAMILY ²	129.38	68.57	60.81	73.75	55.83	77.63	51.75	81.51	47.87
VSP									
FAMILY ²	19.79	10.49	9.30	11.28	8.51	11.87	7.92	12.47	7.32

- ¹ THE MAXIMUM AMOUNT THE DISTRICT WILL PAY IS DETERMINED BY THE KAISER FAMILY RATE. THE DISTRICT WILL NOT PAY MORE THAN THE APPLICABLE PERCENTAGE OF THE KAISER FAMILY RATE.
² WITH A MINIMUM OF 12 HRS WORKED/WEEK - LIFE INSURANCE IS AVAILABLE AT NO COST.

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT
2006 - 2007 FRINGE BENEFIT COSTS FOR ADULT EDUCATION TEACHERS

HOURS WORKED	20 HOURS / 67%			21 HOURS / 70%		22 HOURS / 73%		23 HOURS / 77%	
	TENTHLY RATE	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS
KAISER									
1 PARTY	390.41	261.57	128.84	273.29	117.12	285.00	105.41	300.62	89.79
2 PARTY	771.82	517.12	254.70	540.27	231.55	563.43	208.39	594.30	177.52
FAMILY ¹	1,088.38	729.21	359.17	761.87	326.51	794.52	293.86	838.05	250.33
PACIFICARE SIGNATURE VALUE (HMO)									
1 PARTY	386.65	245.66	120.99	256.66	110.00	267.65	99.00	282.32	84.33
2 PARTY	677.88	454.18	223.70	474.52	203.36	494.85	183.03	521.97	155.91
FAMILY	981.53	657.63	323.90	687.07	294.46	716.52	265.01	755.78	225.75
PACIFICARE SIGNATURE OPTION (POS)									
1 PARTY	475.78	318.77	157.01	333.05	142.73	347.32	128.46	366.35	109.43
2 PARTY	940.69	630.26	310.43	658.48	282.21	686.70	253.99	724.33	216.36
FAMILY	1,401.02	729.21	671.81	761.87	639.15	794.52	606.50	838.05	562.97
DELTA DENTAL									
FAMILY ²	129.38	86.68	42.70	90.57	38.81	94.45	34.93	99.62	29.76
VSP									
FAMILY ²	19.79	13.26	6.53	13.85	5.94	14.45	5.34	15.24	4.55

HOURS WORKED	24 HOURS / 80%			25 HOURS / 83%		26 HOURS / 87%		27 HOURS / 90%	
	TENTHLY RATE	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS
KAISER									
1 PARTY	390.41	312.33	78.08	324.04	66.37	339.66	50.75	351.37	39.04
2 PARTY	771.82	617.46	154.36	640.61	131.21	671.48	100.34	694.64	77.18
FAMILY ¹	1,088.38	870.70	217.68	903.38	185.02	946.89	141.49	979.54	108.84
PACIFICARE SIGNATURE VALUE (HMO)									
1 PARTY	366.65	293.32	73.33	304.32	62.33	318.99	47.66	329.99	36.66
2 PARTY	677.88	542.30	135.58	562.64	115.24	589.76	88.12	610.09	67.79
FAMILY	981.53	785.22	196.31	814.67	166.86	853.93	127.60	883.38	98.15
PACIFICARE SIGNATURE OPTION (POS)									
1 PARTY	475.78	380.62	95.16	394.90	80.88	413.93	61.85	428.20	47.58
2 PARTY	940.69	752.55	188.14	760.77	159.92	818.40	122.29	846.62	94.07
FAMILY	1,401.02	870.70	530.32	903.36	497.66	946.89	454.13	979.54	421.48
DELTA DENTAL									
FAMILY ²	129.38	103.50	25.88	107.39	21.99	112.56	16.82	116.44	12.94
/SP									
FAMILY ²	19.79	15.83	3.96	16.43	3.36	17.22	2.57	17.81	1.98

- 1 THE MAXIMUM AMOUNT THE DISTRICT WILL PAY IS DETERMINED BY THE KAISER FAMILY RATE. THE DISTRICT WILL NOT PAY MORE THAN THE APPLICABLE PERCENTAGE OF THE KAISER FAMILY RATE.
- 2 WITH A MINIMUM OF 12 HRS WORKED/WEEK - LIFE INSURANCE IS AVAILABLE AT NO COST.

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT
2006 - 2007 FRINGE BENEFIT COSTS FOR ADULT EDUCATION TEACHERS

HOURS WORKED	TENTHLY RATE	28 HOURS / 93%		29 HOURS / 97%		30 HOURS / 100%	
		DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS	DISTRICT PAYS	EMPLOYEE PAYS
KAISER							
1 PARTY	390.41	363.08	27.33	378.70	11.71	390.41	0.00
2 PARTY	771.82	717.79	54.03	748.67	23.15	771.82	0.00
FAMILY ¹	1,088.38	1,012.19	76.19	1,055.73	32.65	1,088.38	0.00
PACIFICARE SIGNATURE VALUE (HMO)							
1 PARTY	366.65	340.98	25.67	355.65	11.00	366.65	0.00
2 PARTY	677.88	630.43	47.45	657.54	20.34	677.88	0.00
FAMILY	981.53	912.82	68.71	952.08	29.45	981.53	0.00
PACIFICARE SIGNATURE OPTION (POS)							
1 PARTY	475.78	442.48	33.30	461.51	14.27	475.78	0.00
2 PARTY	940.69	874.84	65.85	912.47	28.22	940.69	0.00
FAMILY	1,401.02	1,012.19	388.83	1,055.73	345.29	1,088.38	312.64
DELTA DENTAL							
FAMILY ²	129.38	120.32	9.06	120.32	9.06	129.38	0.00
VSP							
FAMILY ²	19.79	18.40	1.39	18.40	1.39	19.79	0.00

- ¹ THE MAXIMUM AMOUNT THE DISTRICT WILL PAY IS DETERMINED BY THE KAISER FAMILY RATE. THE DISTRICT WILL NOT PAY MORE THAN THE APPLICABLE PERCENTAGE OF THE KAISER FAMILY RATE.
- ² WITH A MINIMUM OF 12 HRS WORKED/WEEK - LIFE INSURANCE IS AVAILABLE AT NO COST.

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