

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

AND

**THE CORONA-NORCO TEACHERS ASSOCIATION/
CALIFORNIA TEACHERS ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

THE CORONA-NORCO UNIFIED SCHOOL DISTRICT

July 1, 2006 to June 30, 2009

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ARTICLE 1. AGREEMENT

- 1.1 This Agreement is made and entered into this 19th day of May 2006, by and between the Corona-Norco Unified School District (hereinafter referred to as "District") and the Corona-Norco Teachers Association/California Teachers Association/National Education Association (hereinafter referred to as "Association"), the recognized exclusive representative of the unit of certificated unit members as defined in Article 2.
- 1.2 This Agreement shall remain in full force and effect from May 19, 2006 through June 30, 2009.
- 1.3 For the 2007-2008 and for 2008-09 school years there shall be reopeners on two articles selected by the Association and two articles selected by the District.
- 1.4 The parties reserve the right to reopen negotiations on any article in this contract by mutual agreement.

ARTICLE 2. RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for those

certificated unit members employed in the following classifications:

Child Welfare & Attendance Counselor Resource Specialist (RS)

Student Advisor

Classroom Teacher
Counselor

Teacher of Adaptive Physical
Education (APE)

Director of Student Activities

Teacher of Aurally Handicapped

(AH)

Director of Student Athletics

Teacher of Communication
Handicapped (CH)

Gifted/Talented Program
Specialist

Teacher of Home/Hospital
Instruction (H&H)

Gifted/Talented Teacher

Intern Teacher

Teacher on Special Assignment

Lang/Spch/Hearing Specialist (LSH)

Teacher of Learning Handicapped

(LH)

Librarian

Teacher of Mild/Moderate

Disabilities

Nurse

Teacher of Moderate/Severe

Disabilities

Program Specialist

Teacher of Physically Handicapped

(VH)

Psychologist

Teacher of Severely Handicapped

(SH)

Language Arts/Reading Specialist

Teacher of Visually Handicapped
(VH)

Orientation and Mobility Specialists

Temporary Teacher

Regular Probationary or
Permanent Adult Ed Teachers

Traveling Teacher

2.2 After the effective date of this Agreement, should the District create classifica-

tions of certificated unit members in addition to those listed above, such classifications shall be included in the certificated unit members' bargaining unit unless such classifications are management, confidential or supervisory, as defined by statute.

ARTICLE 2. RECOGNITION

- 2.3 Beginning with the 2005-06 school year, the bargaining unit positions of Athletic Directors and Activities Directors at the comprehensive high schools shall be phased out of the unit and converted to administrative positions. In doing so, the following procedures shall be followed.
- (a) Except as provided in number 2 below, each conversion shall be on a position-by-position basis and shall be converted through attrition.
 - (b) A bargaining unit member currently holding the position of Athletic Director or Activities Director shall be given the choice to remain a member of the bargaining unit or go to the new administrative position if she/he meets the qualifications established by the District.
 - (c) Those remaining in the bargaining unit shall not be removed from the position for the express purpose of converting the position to an administrative position.

ARTICLE 3. DEFINITIONS

- 3.1 "Unit member" refers to any employee who is included in the appropriate unit as defined in Article 2.
- 3.2 "School day" means any day when schools are open and students are in attendance.
- 3.3 "Workday" means a day that unit members are required to be on duty.
- 3.4 A "school year" or an "academic year" begins on the first day of July and ends on the last day of June.
- 3.5 "Work year" refers to the aggregate of workdays assigned to a specific unit member pursuant to Article 10.
- 3.6 "Release time" means time during one or more workdays when a unit member is released from duties without loss of pay or other benefits.
- 3.7 "Parties" refers to the Corona-Norco Unified School District and the Corona-Norco Teachers Association/California Teachers Association/National Education Association.
- 3.8 "Association" means the Corona-Norco Teachers Association/California Teachers Association/National Education Association.
- 3.9 "Board" means the Board of Education of the Corona-Norco Unified School District.
- 3.10 "District" means the Corona-Norco Unified School District.
- 3.11 s-day - a workday without students for the purpose of district/site based inservice or for T track only, a teacher preparation day.
- 3.12 p-day - a workday without students for the purpose of classroom/lesson preparation planning.
- 3.13 "Minimum Day" – the District shall maintain six (6) minimum days. The (m) minimum days are for grade-level, cross-grade level, cross track, departmental, or intradepartmental planning and team collaboration. Site staff meetings shall not be scheduled on these (m) minimum days. Unit members are expected to work in appropriate educational settings with colleagues.
- 3.14 "Regular Substitute" is a day-to-day substitute for a unit member for 30 or less consecutive working days.

ARTICLE 3. DEFINITIONS

- 3.15 "Long term substitute" is a substitute for a unit member for 31 or more consecutive working days.
- 3.16 S/P - a workday without students - one half day for the purpose of district/site based inservice; one half day for the purpose of classroom/lesson preparation.
- 3.17 "Accredited College or University" means those accredited by associations which are members of the American Council on Education and/or the California Commission on Teacher Credentialing.

ARTICLE 4. MAINTENANCE OF BENEFITS

4.1 Unless provided otherwise by this Agreement, no unit member shall be deprived of current benefits granted by law, or existing written Board Policy.

Nor shall any unit member be required to perform duties or assume responsibilities other than those specified in law or existing written Board Policy.

4.2 Any subject or matter which was or could have been the subject of negotiations may be reopened for purposes of negotiations by the mutual consent of the District and the Association.

ARTICLE 5. BOARD'S RIGHTS AND DISTRICT POWERS

The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the United States and the State of California.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules and regulations, and the practice in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms and conditions of this Agreement.

The provisions of this article are not intended to expand the rights and powers of the District beyond statutory and constitutional limits or in any manner to waive or diminish the rights of the Association or the unit members as provided by the terms and conditions of this Agreement.

ARTICLE 6. NEGOTIATION PROCEDURES

6.1 Interest-Based Negotiations

- (a) The Association and the District agree that the Relationship Compact (Appendix A) shall be used as the basis for negotiations between the parties. It is understood that Appendix A of this Agreement is exempt from Article 20, Grievance Procedures, and any and all legal venues.
- (b) The parties to this agreement do not waive any implied or stated rights under SB 160. The parties each reserve the right to serve notice upon the other party that the Relationship Compact (Appendix A) shall not be used as the basis for negotiations between the parties.

6.2 Negotiations shall take place at mutually agreeable times and places during the regular workday. Meetings shall be held as soon as possible, but in no event more than fifteen (15) days after receipt of a written request.

6.3 The Association shall designate not more than five (5) representatives to appear on its behalf for the purposes of meet and negotiation sessions. The Association may designate alternate representatives, but in no case shall the number of representatives at one meeting exceed five (5). The Association representatives shall have available a total of two hundred eighty (280) hours of paid release time to be utilized at the discretion of the Association solely for attendance of meet and negotiation sessions. If agreement or impasse has not been reached upon the exhaustion of the allotted two hundred eighty (280) hours, additional paid release time shall be granted upon mutual agreement of the parties to continue with negotiation or if mediation and/or fact-finding procedures are necessary. If agreement has not been reached, or if impasse has been declared, additional paid release time shall be granted at the request of the Association.

6.4 Upon written request, the District shall furnish the Association with non-

confidential information pertaining to employer-unit member relations, budget, wage and salary

ARTICLE 6. NEGOTIATION PROCEDURES

data, monthly lists of newly hired certificated unit members, and other information directly related to the negotiations process. No later than October 15, the District shall furnish the Association with the placement of all unit members on the salary schedules as of October 1.

ARTICLE 7. ASSOCIATION RIGHTS

- 7.1 The Association and its authorized representative shall have access to reasonable use of school facilities in order to transact official business.
- (a) The Association shall provide the Superintendent or designee with notice regarding specific time, place, and type of activity to be conducted.
 - (b) Such activity shall not interfere with the educational programs or the established duties of unit members.
- 7.2 Faculty meeting agendas shall include an item for the Association representative.
- 7.3 An Association meeting may be called immediately following the faculty meeting. Attendance is voluntary. Administrators will not be in attendance at Association meetings.
- 7.4 The Association may use the school mailboxes, public address systems, District mail service, and bulletin board spaces designated by the Superintendent, subject to the following conditions:
- (a) Postings on bulletin boards shall have Association identification.
 - (b) A copy of such postings shall be routed to the Superintendent or designee at the same time as the posting.
 - (c) Use of the public address system shall be limited to announcements of date, time and location of Association meetings. The announcement shall be made by a building administrator or his/her designees.
 - (d) The President of the Association shall meet upon request with the Superintendent to discuss District objections to posted materials.
- 7.5 The name, address, site assignments, grade level or subject assignment, and telephone number, of each certificated unit member shall be provided to the Association no later than November 15 of each academic year. An update of

the above mentioned information will also be provided no later than March 30. Such information shall not

ARTICLE 7. ASSOCIATION RIGHT

be provided against the wishes of the unit member, or if the current information is unavailable to the District.

- 7.6 The Association shall be provided two (2) copies of the Board agenda with nonconfidential supportive materials at the same time these materials are provided to Board members.
- 7.7 The District shall furnish the Association with six (6) copies of amendments and reprinting of Board Policy within thirty (30) calendar days after adoption.
- 7.8 The District shall provide each bargaining unit member with a contract and associated memoranda of agreement no later than thirty days after ratification. In addition, the District shall provide the Association with fifty (50) copies of the contract and associated memoranda of agreement.
- 7.9 The President and Vice President or President-elect of the Association shall each receive one-third release time to be arranged by mutual agreement between the President of the Association and the Deputy Superintendent of Human Resources and subject to approval by the Board of Education. The President and Vice President or President-elect shall each be granted a full-time teaching partner. The teaching partner assigned shall be the teacher of record. The officer, when not on official Association business, shall be available to assist other teachers as mutually determined by the officer, the principal, and the teachers at that site. This assistance shall be within the normal scope of the unit member's responsibilities. Upon completion of

his/her term(s) of office, the officer will be returned to the same grade-level, school, subject and track assignment as occupied before becoming an officer if such assignment does

ARTICLE 7. ASSOCIATION RIGHTS

not conflict with contractual transfer policy. Authorized Association representatives shall receive release time with no loss of pay or other benefits to perform official Association or representational business which cannot be scheduled at another time. The total combined amount of release time for all representatives shall be limited to twenty (20) days per year with no more than five (5) of these days to be used by any one bargaining unit member. An additional twenty (20) total combined days per year for all representatives, may be used providing the Association pays substitute salary. No more than five (5) of these days shall be used by any one bargaining unit member. These days shall not be used for strikes, work stoppages, work slowdowns, or other concerted activities. The Association shall notify the unit member's immediate supervisor and Human Resources prior to the use of paid release time. Except in case of emergency, such notice shall be given on the previous day.

- 7.10 The Association shall appoint a single Curriculum Committee consisting of not more than five (5) members to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks, prior to District adoption or implementation.

Regular quarterly meetings shall be held between this committee and not more than five (5) representatives of the District for the purpose of such consultation.

- 7.11 The Association shall have the right to designate a single unit member to serve with other District-appointed representatives on those District-wide committees and advisory groups that have unit member participation. If the District has received sufficient notice from the appropriate governmental agency, the District shall notify the Association of the committee's or advisory group's purpose and agenda not less

ARTICLE 7. ASSOCIATION RIGHTS

than ten (10) workdays prior to the first meeting of each such committee or advisory group. It is agreed by both parties that only Association-appointed unit members shall speak for the bargaining unit and/or represent the Association's viewpoint.

7.12 **Association Committee Funding**

- (a) The Association has established the following internal operating committees: Membership Assistance, Scholarship, and Community for Better Schools/Political Action Committee.
- (b) The Association has established an amount sufficient to cover the operating expenses of the above referenced internal committees. The 1994-95 contributions shall be \$1 per month per committee for a total \$3 per month. This amount shall be increased on an indexed basis which shall reflect salary schedule increases for the bargaining unit.
- (c) Any association member shall have thirty days between May 15 and June 15, on an annual basis, to notify the Association in writing of his/her objection to supporting any of the funds referenced above. If such notification does not take place, an automatic monthly deduction shall commence.
- (d) The Association shall indemnify, defend, and hold harmless the District, the District's Board of Education, including each individual School Board member, and employees acting within the scope of their employment, agents and representatives of the District against any and all claims, demands, suits or other forms of liability brought by other than the Association, including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or awards resulting from any court, arbitrator, or PERB order, judgment, or settlement which may arise by reason of, or resulting from the operation of this article of this Agreement.

The Association shall bear all legal costs of defending against any and

all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other legal costs of litigation.

Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding upon all parties

ARTICLE 7. ASSOCIATION RIGHTS

protected by this Article. This Article shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this article of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

- 7.13 The Association shall be entitled to one hour of time at the beginning of the first day of the pre-school inservice time to meet with new unit members. If a midyear hiring exceeds thirty-five (35) new unit members, the Association will be entitled to meet the new unit members for one (1) hour if the District holds a District inservice day.
- 7.14 No faculty meeting shall extend beyond the work day on days of a regular scheduled Representative Council meeting. The Association shall provide the District a calendar listing the dates of meetings prior to July 1 of each school year.

ARTICLE 8. PROFESSIONAL DUES OR FEES

8.1 Employee Rights

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

A unit member has the right to choose, either: to become a member of the Association; or, to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Section 8.7 below.

8.2 Payroll Deduction

The right of payroll deduction for payment of unified Association dues, initiation fees and general assessments shall be accorded to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Deductions for Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.

Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10) of the unified Association dues, initiation fees and general assessments from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year

shall be appropriately prorated

ARTICLE 8. PROFESSIONAL DUES OR FEES

to complete the payment by the end of the school year.

With respect to all sums deducted by the District pursuant to authorization of the unit member for unified Association dues, initiation fees and general assessments, the District agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

8.3 Maintenance of Membership

The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of the Agreement. The District will guarantee said maintenance of membership to the Association by enforcing payment of unified Association dues, initiation fees and general assessments by members required under the terms set forth above and provisions of the Education Code and Government Code Section 3540.1(I)(1).

8.4 Agency Fee (Fair Share)

The agency fee provision set forth in this section shall become effective immediately upon ratification by an affirmative vote of at least fifty percent (50%) plus one (1), a simple majority, of unit members who vote in an election conducted on site by the State Mediation and Conciliation Service on

a date agreeable to the Association.

- (a) A bargaining unit member who does not fall within the exempted category as set forth in Section 8.7 below, and who has not voluntarily made application for membership in the Association within thirty (30) days following the date upon

ARTICLE 8. PROFESSIONAL DUES OR FEES

which said employee has been formally hired by the District as a bargaining unit member, must as a condition of continued employment in the District as a bargaining unit member, pay to the Association a representation fee in the amount allowed by Government Code Section 3546, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as required for the payment of membership dues. There shall be no charge to the Association for such mandatory agency fee deductions. Representation fees shall be for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association.

- (b) In the event that a unit member does not become a member of the Association or pay such fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in Section 2 of this Article and pursuant to Education Code Section 45061.
- (c) Prior to the beginning of such automatic payroll deduction, the Association will certify to the District in writing that:
 - (1) the employee whose pay is to be affected by the deduction has:
 - a. refused to join the Association;
 - b. refused to tender the amount of the service fee as defined herein; and
 - c. not applied for an exemption under Section 8.7 herein; and
 - (2) the Association is complying with current Public Employment Relations Board Requirements.
- (d) The written certification in (c) above shall be a condition precedent to any collection of the service fee by the office.

- (e) The District and Association agree to furnish any information needed by the other to fulfill the provisions of this Article.

8.5 Dispute Over Amount of Service Fee

Any dispute as to the amount of the service fee shall be resolved pursuant to the

ARICICLE 8. PROFESSIONAL DUES OR FEES

current regulations of the Public Employment Relations Board and adhere to all appropriate language.

8.6 Annual Verification of Service Fee by Association

The Association will file in a timely manner with the District a copy of the written notice required by the regulations of the Public Employment Relations Board and will meet the requirements of Grunewald.

8.7 Unit Members Exempted From Obligation to Pay Service Fee

(a) Any unit member shall be exempt from the requirements of a service fee as a condition of employment if such unit member is a member of a bona fide religious body whose traditional tenets of teachings include objections to joining or financially supporting employee organizations as defined by Section 3540.1(d) of the Government Code.

(b) Such exempt member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to the representation 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:

(1) Corona-Norco Teachers Association Scholarship Fund

(2) Two more funds to be proposed by the Association

(c) As a condition of a continuous exemption from the provisions of this Article, the unit member shall provide proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body specified in 8.7(a) above on an annual basis to the District and Association. Proof of payment shall be in the form of receipt and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in kind services or benefits may be received by the unit member in exchange for this cash contribution. The Association shall have the right of inspection in order to review said proof of payment.

- (d) Any unit member making payments as set forth in this section (charity contribution), and who requests that the grievance or arbitration provisions of this Agreement be used in her/his behalf, shall be responsible for paying to the

ARTICLE 8. PROFESSIONAL DUES OR FEES

Association the reasonable cost of pursuing said grievance and arbitration procedures.

8.8 District Obligations

The District's obligations under this Article are: 1) to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment with the District, such unit member must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and 2) deduct from pay appropriate amounts pursuant to this Article. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

8.9 Hold Harmless

The Association shall indemnify, defend, and hold harmless the District, the District's Board of Education, including each individual School Board member, and employees acting within the scope of their employment, agents and representatives of the District against any and all claims, demands, suits or other forms of liability brought by other than the Association, including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or rewards resulting from any court, arbitrator, or PERB order, judgment, or settlement which may arise by reason of, or resulting from the operation of Article VIII of this Agreement. The

Association shall bear all legal costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to court costs, attorney fees, and all other legal costs of litigation.

ARTICLE 8. PROFESSIONAL DUES OR FEES

Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding upon all parties protected by this Article. This Article shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Article of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless.

Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

ART ICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 If any provisions of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 9.2 Should a provision or application be deemed invalid, as described in 9.1 above, the Board shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet no later than ten (10) days after such court decision to renegotiate the provision or provisions affected.
- 9.3 The provisions of this Agreement shall be interpreted and applied in a fair and impartial manner.
- 9.4 The District and the Association agree that all Education Code procedural requirements and provisions for layoff of unit members shall be observed if reduction in force is necessary.
- 9.5 As a minimum, each unit member shall be provided with specifically designated storage space. Traveling classroom teachers shall be provided with secure storage space in each assignment classroom when such storage space is available. If the unit member's classroom is to be used during summer school, adult education, or college classes, the storage space shall be made reasonably secure.
- 9.6 No later than the end of the first school month, the District shall provide each

new unit member with a copy and explanation of the laws relating to the unit member's responsibilities of reporting child abuse and materials on how to recognize child abuse.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.7 State regulations will be followed when a unit member is disciplined or discharged.
- 9.8 It is desirable for all district employees to treat one another in a professional manner. Whenever possible, disciplinary conferences shall be held in private.
- 9.9 At the end of each certificated payroll period, the District shall forward to the Association by separate checks, unit members' designated contributions in up to 10 categories as established by the Association. The Association will pay the District \$200 per year for the performance of this service.
- 9.10 At a disciplinary conference a unit member will be given the opportunity for a witness if the conference could result in materials that could be placed in the unit member's personnel file.
- 9.11 Before any non-evaluation derogatory material can be placed in the bargaining unit member's personnel file, a meeting between the bargaining unit member and the administrator must be sought to discuss the material to be placed in the file.
- 9.12 In the event the bargaining unit member and the administrator cannot agree on the accuracy of the non-evaluation derogatory material, the Deputy Superintendent of Human Resources and/or his/her designee shall meet upon

written request by the bargaining unit member with the administrator and the bargaining unit member to make a final decision as to the placement of the material. The decision of the Deputy Superintendent, Human Resources or his/her designee, as to whether material will be included in the file, is final and is not subject to the grievance procedure contained in this Agreement.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.13 Bargaining unit members at a school with a year-round schedule will have priority in placing their children on the same track as their teaching assignment.
- 9.14 Each elementary unit member shall receive a tentative notice from his/her principal of grade level assignments for the subsequent school year as soon as it becomes known.
- 9.15 The parties seek to educate young people in the democratic tradition, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, to instill appreciation of the value of individual personality and to foster recognition of individual freedom and social responsibility. It is recognized that these democratic values can best be transmitted in an atmosphere which is conducive to inquiry and learning and in which academic freedom for teacher and student is encouraged.
- In accordance with approved State and District curriculum guidelines, academic freedom shall be guaranteed to teachers and they shall be encouraged to study, investigate, present and interpret objectively facts and

ideas concerning man, society, and physical and biological work, and other branches of learning subject to established courses of study.

- 9.16
- (a) To the extent possible, all classroom visitations shall be scheduled in advance through the site administrator.
 - (b) Classroom visitations shall be scheduled to minimize disruption to classroom activities whenever possible, taking into account the needs of the school, the teacher, the parent, and the students, per Board Policy No. 1210.
 - (c) Whenever a teacher reasonably believes that a classroom visitation has been unduly disruptive, or in any other way is violative of Education Code

ARTICLE 9. MISCELLANEOUS PROVISIONS

Sections 44810 or 44811, the teacher shall report the disruption to the site administrator, who shall investigate the matter and take appropriate action.

- 9.17
- (a) Any written citizen or parent complaint about a unit member or his/her instructional program which may affect the member's evaluation or status within the District shall be reported within five (5) working days of the complaint to the unit member by the immediate supervisor or the manager receiving the complaint or charge
 - (b) Charges against a unit member shall be kept confidential.
 - (c) Unit members shall have the right to file a response to any written charges.
 - (d) Anonymous complaints, charges or complaints which are withdrawn or shown to be false shall not affect the unit member's evaluation or status within the District, and all documentation of such charges or complaints shall be purged from the unit member's file.
- 9.18
- All schools will utilize computer generated report cards. At all elementary and intermediate levels, report cards shall be issued on a trimester basis. At the high schools, report cards will issued on a semester basis.

- 9.19 Taking into consideration space utilization at each site, to the extent practicable itinerant support staff will be provided an area at each work site, consistent with their work requirements, to complete their duties.
- 9.20 Any high school undergoing a full WASC accreditation will have the option of customizing their student schedule to incorporate up to five (5) student minimum days. Any high school undergoing a mid-term (three-year) WASC accreditation review following a full, six (6) year accreditation may, upon request, customize their student schedule to incorporate up to three (3) student minimum days. The instructional minutes of the remaining days will be increased to make up any

ARTICLE 9. MISCELLANEOUS PROVISIONS

student time lost as a result of the aforementioned minimum days. The school site council will work with the principal to determine the number of days and the schedule of minimum days. Such schedule will be submitted to the Deputy Superintendent no later than March 1st of the year preceding the review.

- 9.21 On a monthly basis one substitute will be available at each site for class coverage so that unit members can participate in IEPs or SSTs.
- 9.22 Beginning in July of 2001, each fourth through sixth grade class will be staffed for choral music instruction for a half-hour on a weekly basis. This half-hour will be utilized by the regular classroom teacher for lesson planning or preparation. The regular classroom teacher is not required to remain in the classroom for this half-hour.

9.23 Certificated employee will be able to enroll their children at the school where they are employed or at the non-magnet school serving the site where they are employed.

Certificated employees living in the district may apply to enroll their children at any magnet school using the same procedure as designated for the public. If accepted to the magnet school, track assignment shall be made as per the collective bargaining agreement.

Certificated Employees living outside of the district who work at a magnet school will be able to enroll their children on at that magnet school. These magnet school employees may enroll their children at the non-magnet school serving the site where they are employed.

ARTICLE 9. MISCELLANEOUS PROVISIONS

Except at magnet schools, students of certificated employees on T track shall be given track change priority for a track containing common summer vacation.

Students of T track employees who gain access to magnet schools using the same procedure as designated for the public shall have the same access for track assignments as any other student at the magnet school.

ARTICLE 10. HOURS OF EMPLOYMENT

10.1 For the purpose of this section, the term “classroom teachers” shall mean the following classifications of unit members.

Classroom Teacher
Gifted and Talented Program Specialist
Gifted and Talented Teacher
Intern Teacher
Language Arts/Reading Specialist
Resource Specialist
Teacher of Communicatively Handicapped
Teacher of Learning Handicapped
Teacher of Mild/Moderate Disabilities
Teacher of Moderate/Severe Disabilities
Teacher of Physically Handicapped
Teacher of Severely Handicapped
Teacher on Special Assignment
Temporary Teacher
Traveling Teacher

For the purpose of this section, the term “support personnel” shall mean all remaining classifications of unit members specified in section 2.1, with the exception of Regular Probationary or Permanent Adult Education Teachers.

10.2 The workday for each classroom teacher shall be continuous with a duration of seven and one-half (7-1/2) hours. The workday shall include a continuous uninterrupted duty-free lunch period of thirty (30) minutes minimum duration. In addition elementary principals shall develop a site procedure which allows all unit members who are on lunch duty or recess duty to have the opportunity to go to the restroom. The workday for a traditional daily schedule shall include a conference/preparation period of not less than forty-five (45) continuous minutes duration. The workday for block schedule shall include a conference/preparation period of not less than ninety (90)

continuous minutes duration over a two (2) day period. Parent conferences will

ARTICLE 10. HOURS OF EMPLOYMENT

not be scheduled during the conference/preparation period without the prior approval of the affected teacher, unless the teacher is given forty-eight (48) hour advance notice. In those cases when a teacher's conference/preparation period is used for an additional paid teaching assignment, the teacher is expected to work an equivalent amount of time on site the same workday. The specific hours of work shall be assigned by the unit member's immediate supervisor. Use of a unit member's identified conference/-preparation period, at elementary or secondary level for inservice or staff meetings shall be avoided whenever possible, and shall not exceed three (3) such meetings per month.

10.3 The workday for support personnel shall be continuous with a duration of eight and one-half (8-1/2) hours, unless otherwise agreed by the District and the unit member. The workday shall include a continuous uninterrupted duty-free lunch period of thirty (30) minutes minimum duration. Unit members who must travel between school sites during lunch hours shall be given sufficient time to ensure that they will also have a continuous uninterrupted duty-free lunch period of thirty (30) minutes minimum duration. Support personnel may leave the work site upon completion of the classroom teacher workday provided that the unit member has completed his/her work assignment or unless requested to remain by the unit member's immediate supervisor for a staff meeting, inservice training, or parent/staff conferences. The specific hours of work shall be assigned by the unit member's immediate supervisor.

10.4 A unit member's immediate supervisor shall have the authority to grant release time in cases of individual emergencies with no reduction in unit member's wages or other benefits. Differences in application of this section shall not be

ARTICLE 10. HOURS OF EMPLOYMENT

subject to the grievance procedure, except as to consistent application by an individual supervisor. Release time shall be granted for a teacher

to attend the funeral of a student who was enrolled in the class of the teacher at the time of the student's death.

- 10.5 Unit members may be required to spend additional time at the work site for work-related tasks, subject to the following limitations:
- (a) No more than two (2) regular staff meetings per month may extend beyond the normal workday and such staff meetings shall not exceed the normal workday by more than thirty (30) minutes.
 - (b) Unit members may be required to attend a maximum of two (2) open house/back-to-school nights per year. There shall be no staff meetings on open house/back-to-school nights. Attendance at all other parent-teacher organization meetings is voluntary. Attendance at the graduation ceremony is required. Those unit members attending open house/back-to-school nights or graduation ceremonies shall be released thirty minutes prior to the end of the unit member's workday on the day of the activity if not assigned supervision duty on the day of the activity or if not required to perform other duties during that time, and shall be allowed to report thirty (30) minutes after the start of the normal workday on the following morning, unless the unit member has been assigned morning supervision duty or unless required to perform other duties during that time. If assigned to such duty, the unit member may use the defined release time at the beginning or end of any day following in which the unit member does not have such duty. The defined release time should be taken the next day. If this results in a problem, the unit member should consult with their supervisor to reach a mutually-agreed upon time.
 - (c) No parent/individual student assessment conferences, including but not limited to those required by P.L. 94-142 and P.L. 105-17, shall be conducted outside the normal workday without prior consultation and mutual agreement between bargaining unit member and site level administrator.
 - (d) Those unit members assigned afternoon bus duty may leave at the conclusion of the normal workday upon the unit member's notification to the site administrator or designee. Such unit member will be released if an administrator is available to perform bus supervision. Site administrators shall make a good faith effort to provide relief for unit members on bus duty at the conclusion of the normal workday. If a site administrator is unable to relieve

ARTICLE 10. HOURS OF EMPLOYMENT

the unit member at the end of the workday, the unit member shall receive compensation time for the time required to be on bus duty

beyond the normal workday. Such compensation time, if requested by the unit member, will be mutually agreed upon, scheduled, and arranged by the unit member and the building administrator.

- (e) Unit members may be required to attend extracurricular activities (students' social/athletic events) only if after a reasonable attempt to solicit volunteers, sufficient volunteers are not available. Any such assignments shall be made on an equitable basis. Those unit members attending social/athletic events held in the afternoon or evening shall be released thirty (30) minutes prior to the end of the unit member's workday on the day of the activity, and shall be allowed to report on the following morning thirty (30) minutes after the unit member's start of the normal workday, unless the unit member has been assigned morning supervision duty or is required to perform other duties during that time. If assigned to such duty, the unit member may use the defined release time during any day following in which the unit member does not have such duty. For the purposes of this article, a volunteer is a unit member who requests to perform services at a specific function, and whose performance has prior authorization of the unit member's supervisor.
- (f) Unit members who participate in parent conferences or IEP's conducted outside the workday (with the approval of the principal) shall be allowed to report on the following morning thirty (30) minutes after the unit member's start of the normal workday, unless the unit member has been assigned morning supervision duty or if the unit member is required to perform other duties during that time. Alternatively, the unit member shall be released thirty (30) minutes prior to the end of the unit member's workday on the day of the activity if not assigned supervision duty or if not required to perform other duties during that time. If assigned to such duty, the unit member may use the defined release time during any day following in which the unit member does not have such duty.
- (g) In lieu of the above listed option in 10.5(f), when IEP meetings extend more than 30 minutes past the conclusion of the teacher workday, bargaining unit members may elect to be compensated at the curriculum development rate for additional time spent, in full thirty (30) minute increments. In no event shall the total expenditure under this section exceed \$60,000 District-wide.

ARTICLE 10. HOURS OF EMPLOYMENT

10.6 The workday for Adult Education Teachers shall be as mutually agreed by the

District and the unit member. No unit members shall be required to teach adult education classes.

- 10.7 Unit members' input shall be solicited and considered prior to the establishment of the specific daily schedule and the non-teaching duty plan and schedule, including number of duties, location and duration at each school or work location. At elementary sites, consideration will be given to staff input regarding the number of duties for each staff member per day. To the extent practicable, duty schedules will be reasonable and equitable.
- 10.8 The work year for Librarians and Nurses shall be one hundred ninety-one (191) workdays, unless otherwise agreed by the District and the unit member. The work year for Child Welfare and Attendance Counselors; Language, Speech and Hearing Specialists; Student Advisors; Counselors; and Athletic Directors shall be one hundred ninety six (196) workdays, unless otherwise agreed by the District and the unit member. The work year for Teacher(s) of Adaptive Physical Education (APE), Aurally Handicapped (AH), Visually Handicapped (VH) and Orientation and Mobility Specialist shall be one hundred ninety-six (196) days. The work year for Psychologists and Director of Student Activities shall be two hundred one (201) workdays, unless otherwise agreed by the District and the unit member. The work year for Year-Round Multi-Track Resource Specialist positions shall be two hundred five (205) days. The District will determine the number of two hundred five (205) Resource Specialist positions available based on its staffing needs. Openings for Resource Specialists shall be posted and filled as either one hundred eighty-five (185)-day work year positions or two hundred five (205) day work year positions.

ARTICLE 10. HOURS OF EMPLOYMENT

The work year for the Special Education Program Specialist shall be (two hundred twelve) 212 days unless otherwise agreed to by the District and the unit member. The work year for Regular Probationary or Permanent Adult Education Teachers and

Temporary Teachers shall be as mutually agreed by the District and the unit member. The work year of all other unit members shall be one hundred eighty-five (185) days unless otherwise agreed by the District and the unit member. The work year for non-support personnel unit members who have not been employed by the District in the past in other than a substitute position and who are placed on Class A, Steps 1-3 and Class B, Step 1 shall be one hundred ninety (190) days or an equivalent number of hours, unless otherwise agreed by the District and the unit member. All other new non-support personnel unit members shall work 186 days. The per diem rate for these unit members shall be based on 185 days of service. In the assignment of the number of days in the work year for each unit member, the unit member's immediate supervisor shall give priority to the unit member's preferences whenever possible.

- 10.9 Specific workdays shall be determined by the appropriate calendar and the unit member's supervisor. In the assignment of the specific workdays for each unit member, the unit member's immediate supervisor shall give

priority to the unit member's preferences whenever possible. The calendar of workdays for unit members shall be as specified in the appendix. All unit members shall have at least ten (10) calendar days prior notice of returning to work after summer vacation.

- 10.10 The work year for non-support personnel unit members shall include one hundred eighty (180) school days unless otherwise agreed by the District and the unit member. The remaining work days shall be allocated for planning, preparation of

ARTICLE 10. HOURS OF EMPLOYMENT

work locations, assignment of student grades, student registration, and other such functions.

- 10.11 No less than one and one-half (1-1/2) days of the teacher inservice days prior to the start of the traditional student year shall be available for teacher preparation. It shall be the responsibility of the site administrator to insure that the combined time for scheduled district and site inservices shall not infringe upon the one and one-half (1-1 /2) days of teacher preparation time at sites on a traditional schedule.

- 10.12 Whenever possible, unit members at schools that develop SIP plans and have requested release time for staff development and/or professional growth shall have the request honored.

- 10.13 The District shall maintain six (6) minimum days. The (m) minimum days

are for grade-level, cross-grade level, cross track, departmental, or

intradepartmental planning and team collaboration. Site staff meetings shall

not be scheduled on these (m) minimum days. Unit members are expected to

work in appropriate educational settings with colleagues.

ARTICLE 11. UNIT MEMBER SAFETY

11.1 A unit member shall not be required to work or engage in any activity which poses an immediate hazard to life or limb or which is contrary to the requirements for safe working conditions as established under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction over inspection and the enforcement of standards; therefore, any disputes arising relating to safety conditions may be processed through the Department of Industrial Relations and grievances may be appealed up to Level Two of the grievance procedure. Copies of safety reports from this and any other government agency shall be promptly forwarded to the Association.

11.2 The District shall take reasonable action to identify and eliminate unsafe working conditions and activities.

- (a) Should a unit member feel that such a condition or activity exists, the immediate supervisor shall be so informed. The immediate supervisor shall initiate action within five (5) days to correct the condition or shall promptly inform the unit member of the reasons for inaction. Should a unit member feel that there is immediate danger to the unit member's health, the unit member shall report that danger immediately to the supervisor. If the supervisor determines that such a danger exists, immediate action shall be taken by the supervisor.
- (b) Whenever the District receives a report on a suspected condition which may be a threat to the health and safety of any bargaining unit member, such complete report shall be given to the affected employee and to the Association within ten (10) working days of receipt of the report.

11.3 Should a unit member feel that a student assigned to the unit member's classroom has a contagious disease or infestation, the unit member shall

immediately send the student to the site level administrator. It shall be the site level administrator's responsibility to get the student to a school nurse.

Until the nurse has determined

ARTICLE 11. UNIT MEMBER SAFETY

that the student does not have a contagious disease or infestation, the student shall not be allowed back in the classroom.

11.4 Specialized Health Care Procedures

Among bargaining unit members only qualified nurses shall be required to provide and conduct necessary medical procedures (such as clean intermittent catheterization, injections, suction, gavage feeding, and drainage). Teachers, other than qualified school nurses, shall not be required to perform any medical procedure on a student. Teachers may be required to attend training on said procedures in order to be prepared to respond in an emergency situation. Such training shall be during the teacher's duty day or the teacher shall receive compensation at the curriculum preparation and inservice planning hourly rate for training taken during non-duty time.

11.5 Should a unit member be attacked, assaulted, or menaced by any person in the course of employment, the unit member shall report the incident orally and in writing to the immediate supervisor who shall promptly report the incident to the police. The District shall comply with any reasonable request from the unit member for information in its possession relating to the incident or the persons involved when legally permissible.

11.6 A unit member may suspend, for good cause, as defined in statute, any pupil

from the unit member's class for the day of the suspension and the day following. The unit member shall immediately report the suspension to the site administrator orally and in writing and send the pupil to the site administrator for appropriate action. As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend

ARTICLE 11. UNIT MEMBER SAFETY

parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the unit member or the parent or guardian so requests. The pupil shall not be returned to the class from which he/she was suspended during the period of suspension without the concurrence of the unit member and the site administrator.

- 11.7 A pupil suspended from a class shall not be placed in another regular class during the period of suspension.
- 11.8 The District shall take the following action to provide a healthy work environment for all unit members.
- (a) Unit members shall be promptly notified and the District shall take action to minimize physical activity during any smog alerts.
 - (b) The District shall make a reasonable effort to minimize the noise level at unit members' work locations. Maintenance and custodial activities shall be scheduled whenever possible so as to avoid instructional disruption.
- 11.9 Each site will form a safe-school committee comprised of the principal or his/her designee and three (3) Association staff members elected by the certificated staff at their site.
- 11.10 Bargaining unit members shall be not directed to direct traffic on the public streets.

ARTICLE 12. CLASS SIZE

12.1 The District shall maintain the following maximum class sizes:

- (a) Kindergarten 33
- (b) 1st Grade 32
- (c) 2nd Grade 32
- (d) 3rd Grade 32
- (e) 4th Grade 34
- (f) 5th Grade 34
- (g) 6th Grade 34
- (h) 7th through 12th Grade 42 (Excluding Music, Typing,
Physical Education &
Drama)
- (i) Secondary Typing and Physical Education

55

The number of students assigned to any secondary typing class shall not exceed the number of work stations available for that class.

- (j) Opportunity Classes Located at the Middle and Intermediate Schools
20

The parties agree that the stated maximums are not optimum and that every effort will be made to keep class sizes below the maximum allowed. No classroom teachers shall be required to accept more than the stated maximum number of students.

12.2 The District shall maintain the size of an elementary traditionally graded combination class at two (2) students less than the above maximums except upon written approval of the classroom teacher to exceed this maximum.

12.3 The District shall continue to staff schools according to the following ratios:

- (a) 31.5 students to one classroom teacher: K-6
- (b) 28.5 students to one classroom teacher: 7-8

(c) 28.0 students to one classroom teacher: 9-12

ARTICLE 12. CLASS SIZE

Beginning with the 1997-98 school year, each comprehensive high school will be staffed with an additional classroom teacher for the purpose of class size reduction.

12.4 The District agrees to provide information upon request to the Association which will enable the Association to review the above provisions.

12.5 As of the date of ratification of this contract, the District shall not reduce the number of support personnel in each classification, including three additional elementary counselors, as defined in Article 10.1, except through attrition. All unit members employed by the District after the ratification of this Agreement are afforded all rights and benefits per any other member in the bargaining unit.

12.6 The District commits \$137,500 to the reduction of academic class size at the secondary level. Utilization of the funds shall be determined by the Class Size Study Committee. The committee shall consist of four members appointed by the District and four members appointed by the Association. The committee shall be chaired by the Superintendent or his/her designee.

ARTICLE 13. LEAVES

13.1 By December 1st, the District shall provide each unit member with a written statement of accrued sick leave entitlement for the academic year.

13.2 Absence for Illness or Accident (Sick Leave)

(a) Each unit member shall be entitled to absence with full pay for personal illness or injury, exclusive of all days the unit member is not required to render services to the District for an academic year of service according to the following schedule:

(1) .054 day of leave per full workday of service;

(2) .054 day of leave per less-than-full day of service;

If such unit member does not take the full amount of leave allowed in any academic year under this provision, the amount not taken shall be accumulated from year to year. A part-time unit member employed on a regular basis is entitled to that pro-rated amount of sick leave based upon the percentage relationship between the number of days the specific unit member works and the number of days of a full-time assignment.

(b) When a unit member is absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment of the unit member, and has exhausted all entitlement of fully-paid sick leave, the amount paid the unit member shall be the difference between the unit member's regular salary and the regular daily substitute salary. Should the unit member be absent for 31 or more consecutive working days, the amount paid shall be the difference between the unit member's regular salary and the long term substitute teacher salary retroactive to the first day of the absence. Each unit member shall be guaranteed no less than thirty-five dollars (\$35) per day of absence. In the event a substitute is not employed, the amount paid the unit member shall be either (1) the difference between the amount which would have been paid a substitute at the regular daily or long-term substitute rate (whichever is applicable) and the unit member's regular salary or (2) fifty percent (50%) of the unit member's salary, whichever is greater. The District shall make every reasonable effort to secure substitutes for absent classroom teachers and for resource specialists absent for five (5) or more consecutive school days.

(c) In the event absence due to illness is five (5) consecutive workdays or less, the unit member shall sign a statement declaring illness. If the illness is for a period exceeding five (5) consecutive workdays, the unit member shall provide the District with a statement signed by a physician, indicating the unit member was ill for the stated period, and the unit member is now able to return to regular duties.

(d) At any time, the District may require a physician's statement of the

nature of the illness and the fitness of the unit member to return to work. The physician's fee and the expenses of any necessary tests or examinations required by this

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subsection (d) shall be paid by the District. The District reserves the right to designate the physician. Those fees and expenses required by subsection (c) shall be borne by the unit member.

- (e) The annual sick leave allowance shall be available to the unit member after reporting for duty. Payment received for sick leave allowance in excess of days actually earned shall be refunded to the District upon termination of employment.
- (f) The provisions of this section shall also apply due to quarantine by order of any authorized health officer in the State of California, not arising out of or in the course of employment.
- (g) An absent unit member's request for a particular substitute shall be honored whenever possible. Unit members shall make requests for substitutes to the Human Resources Division, and shall not make substitute arrangements themselves.
- (h) Accrued fully-paid sick leave entitlement shall be reduced on a pro-rated basis for less than full-day absences in increments of one-seventh (1/7) day.

13.3 Pregnancy Related Disability

- (a) Female unit members covered by this Agreement shall be entitled to utilize paid leave upon presentation of verification from the employee's treating physician stating:
 - (1) The nature of the disability;
 - (2) The expected duration of the disability; and
 - (3) When the employee is free to return to her regular duties without restriction.
- (b) The unit member may serve until such time as it is decided by a physician that she is unable to perform the services required in her particular position.
- (c) No later than the end of the sixth month of pregnancy, the unit member is required to provide Human Resources with a statement from her physician indicating her expected date of disability and a prognosis of her ability to perform her contractual duties. She is required to serve until such time as illness or childbirth requires her absence, or identified by the physician.

- (d) Prior to the time the unit member is scheduled to return to her regular duties, she will provide Human Resources with a letter from her physician stating that she is free to return to her regular duties without restriction.

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- (e) Up to four consecutive weeks of accrued sick leave may be reclassified as adoptive leave and used for the purpose of receiving and caring for a newly adoptive child who has not yet entered first grade. This benefit will not be subject to the difference due provisions of this Article. Such leave is only available for a formal, legal adoption and the unit member must provide the District with proof of such qualifications.
- (f) At the end of the pregnancy or adoptive leave, the unit member may request an unpaid leave for the remainder of the work year. If the unit member returns during the same work year, her current assignment will be held for her.
- (g) Upon written request of the unit member, the District may extend the unpaid leave for one additional academic year. An extension will normally be granted only if the unit member's initial unpaid leave has been for less than a full year. In cases of miscarriage, an individual on unpaid leave may be considered for immediate placement provided a position for which the individual is qualified exists and a statement from the attending physician indicates that the individual is able to return to full-time duty without detriment to her health.

13.4 Bereavement Leave

When death occurs in the immediate family of any certificated unit member on regular contract, the unit member shall be entitled to five (5) days paid leave of absence for bereavement. The Superintendent may authorize a longer period of bereavement leave with full salary compensation, not to exceed five (5) additional days. Members of the immediate family as used in this section means the spouse, son, daughter, son-in-law, daughter-in-law, mother, father, grandmother, grandfather, grandchild, brother, sister, brother-in-law, or sister-in-law of the unit member or of the spouse or of the children of the unit member, or any other family member or established member of the immediate household of the unit member as determined by the Deputy Superintendent, Human Resources. When a verified pregnancy results in a miscarriage that results in a memorial service, the employee experiencing the miscarriage and /or the employee spouse of an individual

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experiencing a miscarriage shall be entitled to no more than five (5) days of bereavement leave. A "child" means a biological, foster, or adopted child, stepchild, a legal ward, or a child of a person standing in loco parentis. A "parent" means a biological, foster, or adoptive parent, a step parent or a legal guardian.

13.5 Military Leave of Absence

- (a) The Board of Education shall grant a leave of absence to all certificated unit members on regular contract, for the duration of military service, subject only to presentation of satisfactory evidence of physical and mental fitness to serve the District on return from military service. Such absence shall not affect in any way the classification of a probationary unit member as a permanent unit member by the District.
- (b) Within six (6) months after the honorable discharge of a certificated unit member from the armed forces of the United States, such unit member shall be entitled to return to a position in the classification held by the unit member at the time of entrance into military service and to receive the salary to which the unit member would be entitled had the unit member continued in the service of the school district.
- (c) District payment to the retirement system shall be made for those unit members who make their contributions to the system, either during or immediately following the period of military service.

13.6 Absence Due to Quarantine

Any unit member unavoidably absent from duty under quarantine arising out of the course of his/her employment and by order of any authorized health officer in the State of California, shall be paid his/her regular salary in full for the period of absence.

13.7 Exchange Teaching Leave

Upon the recommendation of the Superintendent, and with the written

authorization of the Board of Education unit members may serve as exchange teachers in foreign

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countries. During the period of such exchange, the Corona-Norco Unified School District will pay the regular salary of its unit members. It is expected that the salary of the exchange teacher working during this period in the Corona-Norco Unified School District will be paid by the District of origin of said exchange teacher.

13.8 Personal Necessity Leave

No more than ten (10) days per academic year of leave of absence for illness or injury

allowed pursuant to Education Code Section 44981 and this Agreement may be used by the unit member in the following cases of personal necessity.

- (a) Death of a member of the immediate family, as defined in Article 13.4. (This would be in addition to the normal Bereavement Leave.)
- (b) Accident, involving the unit member's person or property, or the person or property of a member of his/her immediate family, as defined above, of such an emergency nature that the immediate presence of the unit member is required during his/her workday.
- (c) Subpoena for mandatory court appearance as a litigant or a witness. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the District, not to exceed actual amount paid a substitute. The definition of the word "litigant" does not include a plaintiff in a legal action.
- (d) Serious or critical illness of a member of the immediate family as defined above, calling for services of a physician, and of such emergency nature that the immediate presence of the unit member is required during his/her workday and which may require verification by a physician's

statement.

- (e) Religious holidays peculiar to the unit member's faith.
- (f) Adopted parenthood when receiving the child into the home.
- (g) Paternity: When a unit member's child is born.
- (h) No more than five (5) of these ten (10) days of absence may be used by the unit member in cases of personal emergency. Personal emergency is defined as

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resulting from factors that affect the unit member or his/her immediate family and involve circumstances the unit member cannot reasonably be expected to disregard and require his/her attention during the unit member's assigned hours of service. Acceptable personal emergencies are as follows, and use of personal emergency leave shall be limited to the following circumstances:

- (1) Situations involving a member of the unit member's immediate family who is in the military service and require the presence of the employee.
- (2) Funeral of a very close friend or family member not covered by Article 13.4.
- (3) Court appearance of a member of the immediate family.
- (4) Marriage of members of the immediate family.
- (5) Graduation of members of the immediate family.
- (6) Additional situations may constitute Personal Emergency, subject to the approval of the Assistant Superintendent, Human Resources.

The unit member shall be required to sign on a form provided by the District, a statement that such absence was due to personal emergency.

- (i) Two (2) days will also be granted for the following reasons, with the unit member being paid the difference between his/her salary and the salary paid the substitute if a substitute is required:
 - (1) Comprehensive college exams.
 - (2) Court appearance as a plaintiff in a legal action

Payment for such absence shall be made only upon certification by the

unit member's supervisor that the absence was due to a situation designated as a personal emergency within the meaning of this section. Should a leave be declared non-pay, the Human Resources Division will be notified by the Supervisor.

13.9 **Industrial Accident or Illness Leave**

Certificated unit members shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

- (a) The accident or illness must have arisen out of and in the course of employment of the unit member and must be accepted as a bonafide injury or illness arising out of and in the course of employment by the Worker's Compensation Appeals Board.

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- (b) Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability and shall not exceed sixty (60) days.
- (c) Allowable leave shall not be accumulated from year to year.
- (d) The leave under these rules and regulations shall commence on the first day of absence.
- (e) When a unit member is absent from the unit member's duties on account of industrial accident or illness, the unit member shall be paid such portion of the salary due him/her for any month in which the accident occurs, as when added to the unit member's temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to the unit member of not more than his/her full salary.
- (f) Industrial accident or illness shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.
- (g) When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due the unit member for the same illness or injury.
- (h) The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming a unit member of the District.
- (i) Any unit member receiving benefits as a result of these rules and

regulations shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

- (j) Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave and the unit

member's absence for such purposes shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which when added to the unit member's temporary disability indemnity, will result in payment to the unit member of not more than his/her full salary.

- (k) Unit members utilizing industrial leave provisions must comply with procedures established by the District and use District authorized physicians unless an accepted form to use their personal physician is on file in the Business Services Office prior to the injury. If a unit member fails to use a District authorized physician for an industrial injury, he/she may be liable for any expense incurred as well as having the claim rejected.

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- (l) Only absences specifically authorized by a physician's statement will be accepted as industrial leave.
- (m) When released by a physician to return to work after an industrial leave, the unit member must obtain a physician's statement to that effect. Such release will be submitted to the Human Resources Division.

13.10 Jury Duty

- (a) Leaves of absence will be granted to certificated unit members regularly called for jury duty or subpoenaed as a witness in the manner provided by law. When such leave is granted, the unit member is entitled to his/her regular salary less any fees received.
- (b) Proof of service shall be presented to the Superintendent, if so requested, upon return to duty.

13.11 Unpaid Leave of Absence

Unpaid Leave of Absence for personal reasons or extended leave of absence

without pay for personal reasons shall be granted by the Board of Education to a unit member upon approval of the Deputy Superintendent, Human Resources. Reasons for which leave may be granted include, but are not limited to, the following:

- (a) Illness in the immediate family
- (b) Peace Corps and Vista
- (c) Accepting a new child into the family by birth or legal adoption
- (d) Other circumstances which require the unit member's absence from work.

13.12 **Educational Leaves**

The District may authorize unpaid educational leaves under the following conditions:

- (a) Leaves shall be granted either for one semester (one-half year) or for one full work year.
- (b) Any unit member on such leave shall be enrolled in a full-time day program at an accredited college or university.

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- (c) Such leaves may also be granted for educational travel provided the employee receives District approval of the itinerary and the District verifies that the travel is directly related to the employee's assignment.
- (d) The program in which the unit member is enrolled shall be directly related to the unit member's teaching assignment.
- (e) Any unit member granted such leave shall guarantee that such unit member shall work for the District a minimum of two (2) years following completion of such leave.

The determination of specific unit members granted such leave shall be completely within the discretion of the District.

13.13 **Miscellaneous**

- (a) Unless otherwise provided in this Article, a unit member on a paid leave of absence shall be entitled to return to the same position which the unit

member held immediately before commencement of the leave. If such position has been eliminated or if such position has been filled by another regular unit member whose position has been eliminated, a unit member returning from leave shall be reinstated in the same job classification as defined in Article 2 and the District shall make every good faith attempt to place the unit member in the same grade level as defined in Article 14.1.

- (b) Unless otherwise provided in this Article, a unit member on a paid leave of absence shall be entitled to receive credit for annual salary increments provided during said leave; and receive during said leave all other unit member fringe benefits, to the extent not expressly prohibited by law.
- (c) The fringe benefit program of a unit member on an unpaid leave of absence shall be maintained at the unit member's option and expense.

13.14 **Misuse of Leave**

A unit member may take a leave of absence only under the provisions specified in this section. Should a unit member be absent for reasons other than those specified, without the permission of the unit member's immediate supervisor, such unit member shall not be paid for the period of absence. Leaves of absence shall not be used for strikes, walkouts, or other conditions related to employment dissatisfaction.

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13.15 **Disability Leave**

A member of the unit who has applied for disability allowance under STRS shall be granted an unpaid leave of absence of up to twelve months. If the application has not been acted upon, and following proof of processing, if necessary, the additional twelve months of unpaid leave of absence may be granted. Any unit member who has been granted disability leave shall be carried as a district employee for a period up to thirty-nine months.

13.16 **Catastrophic Leave Bank**

(a) **Definition**

Bargaining unit members who suffer a catastrophic injury/illness that is expected to incapacitate the unit member for an extended period of time (in excess of thirty (30) days).

(b) **Eligibility**

- (1) All permanent unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
- (2) **Participation is voluntary**, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- (3) The contribution, on the appropriate form, will be authorized by the unit member and continued from year-to-year until canceled by the unit member.
- (4) Cancellation of membership in the Bank occurs automatically whenever a unit member with more than ten (10) days of remaining sick leave fails to make his/her assessment contribution as per the above paragraph. The unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.

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- (5) Leave from the Bank may not be used for illness or disability which qualifies the unit member for Workers' Compensation leave, and his/her own paid leave.
- (6) When the unit member may reasonably be presumed to be eligible for disability retirement under STRS or if applicable, Social Security, he/she may be requested to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's own physician, within twenty (20) workdays will disqualify the unit member from further Sick Leave Bank payments.

(c) **Establishment of the Bank**

- (1) A unit member may donate to the Sick Leave Bank, so long as the minimum number of accumulated sick leave days available from the prior years' accumulations in the unit member's account does not fall below ten (10) days.
- (2) The donation of sick leave by the unit member shall be irrevocable. The unit member shall file a "Certificated Sick Leave Bank Deposit Form" with the Payroll Office. A donation to the Sick Leave Bank shall be a general donation from prior years' accumulations, and shall not be considered a donation to a specific unit member for his/her exclusive use.
- (3) The use of this Catastrophic Leave Bank shall only be available to those eligible bargaining unit members who have made a donation of one sick leave day to join the bank and one day as an annual contribution to the bank prior to their request and have continued participation under 13.16(b).
- (4) An additional day of contribution will be required of all participants if the number of days in the Bank falls below 25% of the number of bargaining unit members. Catastrophic Leave Bank unit member participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank. If a Catastrophic Leave Bank unit member participant has ten (10) or fewer days sick leave at the time of the assessment, he/she need not contribute the additional day at this time to remain a participant in the Catastrophic Leave Bank, however, the unit member will be assessed the additional day at the commencement of the next work year.
- (5) If the number of days in the Bank at the beginning of a school year exceeds 1,000 days, no contribution shall be required of current members of the Catastrophic Leave Bank. Those unit members joining the Catastrophic Leave Bank for the first time shall be required to contribute

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the one sick day for membership and required to contribute one day as an annual contribution. Those unit members returning from leave who are currently members of the Catastrophic Leave Bank, and who did not contribute at the start of the year, shall be required to contribute one day to the Bank.

- (6) Following initial enrollment, bargaining unit members may join the Sick Leave Bank during the annual open enrollment periods (June 1 - June 30) only.

(d) **Withdrawal from Bank**

- (1) A unit member wishing to use this Sick Leave Bank shall submit a "Certificated Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Corona-Norco Teachers Association office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. A Sick Leave Bank committee shall consider the request of the unit member.
- (2) The unit member to receive donated sick leave must have exhausted all fully paid leave and be in a true catastrophic condition.
- (3) A unit member who has exhausted sick leave but still has differential leave available is eligible for withdrawal from the Bank. Use of the Sick Leave Bank benefit is allowable only as a supplement to such differential leave. The District shall pay the unit member full pay and the Bank shall be charged on a pro-rata basis.
- (4) The maximum number of duty days allowed to be utilized by one unit member for a single catastrophic injury/illness shall not exceed forty (40) work days. A unit member may request a specific number of days on a "Certificated Sick Leave Bank Request for Withdrawal Form" obtainable at the Corona-Norco Teachers Association office. The unit member may request up to an additional forty (40) days should the condition continue by filing an additional request for consideration by the Committee.
- (5) Any days approved that are unused by the unit member shall be returned to the Catastrophic Sick Leave Bank.
- (6) If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.

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- (7) If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the committee denies a

request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

(e) **Administration of the Bank**

- (1) The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the informal records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the request, and communicating its decisions, in writing, to the participants and to the District. Formal records are maintained by the District's Business Office. Such formal records include the deduction of sick days and pay to eligible parties. During November of each year, the Payroll Office shall provide the Association a statement outlining the number of days available in the Bank as of November 1 of that year and the number of days used in the previous fiscal year.
- (2) The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of type of illness or disability.
- (3) The Catastrophic Leave Bank shall be administered by a four (4) member Catastrophic Leave Bank Committee, two members appointed by the President of the Association and two members appointed by the Deputy Superintendent, Human Resources.
- (4) The committee may grant, reject or partially grant a request. Any rejection of a request may be appealed to the President of the Association, or his/her designee, and the District Superintendent or his/her designee, for final action and decision. The timelines for filing an appeal shall be twenty (20) workdays following receipt of the decision of the committee.
- (5) Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) workdays of receipt of the application.

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- (6) The committee shall keep all records confidential and shall not disclose the nature of the illness, except as necessary to process

the request for withdrawal, and defend against any appeals of denials.

(f) **Appeal**

Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within twenty (20) workdays of denial, appeal, in writing, to the President of the Association or his/her designee and the District Superintendent or his/her designee. These parties shall hold a hearing within twenty (20) workdays of the hearing. The parties shall issue a confidential written decision within ten (10) workdays following the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

(g) **Hold Harmless**

- (1) The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim, lawsuit of any kind which attempts to challenge in any way the legal enforcement of this provision.
- (2) The Association agrees to defend, indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

(h) **Review Process and Termination of Bank**

- (1) At the end of two years, the parties will meet to review the experience history of the Catastrophic Leave Bank and determine the feasibility of continuing the program. If it is determined to discontinue the program, all remaining sick leave days in the Bank will be distributed equitably to the then current members of the Bank.
- (2) If the Sick Leave Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank.

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13.17 Family Care and Medical Leave Act

The District shall comply with the requirements of both the Family Care and Medical Leave Act (FCML) and the state law. The interpretation and implementation of the FCML shall not diminish any contract benefits contained herein. The FCML shall supplement contract benefits.

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14.1 A transfer refers to any District action which results in the change of a unit member's school or work location, a unit member's job classification as defined in Article 2, or grade level. For the purpose of this section, the "grade level" shall be K-6, 7-8, or 9-12. At the elementary level a change of more than two grades, while not a transfer, will be discussed with the affected teacher prior to any final decision. For the reassignment of Special Education teachers within the Special Education department, Article 14 shall not apply (see Article 26.7). A transfer may be unit member-initiated ("voluntary") or District-initiated ("involuntary").

14.2 Voluntary transfers:

- (a) A unit member may request a voluntary transfer to take effect during the school year or at the beginning of the next school year.
- (b) Any unit member whose request for transfer has not been granted the first day of school at the bargaining unit member's current site must fill out a new transfer request for the following year if a transfer is still desired.
- (c) If a voluntary transfer request is denied, the unit member, upon request, shall be provided with the specific reasons in writing for the denial.
- (d) Upon request, any unit member who has previously been transferred involuntarily may receive special consideration in a request for a voluntary transfer.

14.3 Involuntary Transfers:

Involuntary transfers shall be based on the legitimate, educationally-related needs of the District. Such needs shall include balancing the staff of school or department, changes in enrollment, placement of personnel returning from leaves, and opening and closing of schools.

- (a) Should an involuntary transfer of staff be necessary, those unit members who volunteer at that site, or those members within an affected

department, shall be transferred first. Should an involuntary transfer become necessary, length of service in the District, teaching experience, major/minor fields of study and staffing needs of both sites shall be the primary determining factors as to which

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unit member(s) shall be transferred. Within these guidelines the unit member with the least number of years of certificated service in the district shall be transferred first.

- (b) Written notice of involuntary transfers for the coming school year shall be given to the unit members no later than July 1st.
- (c) In the case of an emergency, an involuntary transfer may be made for the current school year. In that case, the unit member involved shall be given at least five (5) days notice in writing prior to the involuntary transfer.
- (d) A unit member who is notified that he or she is being involuntarily transferred will be given notice of all and any bargaining unit vacancies for which the unit member is qualified by experience and credentials at the time of the notification and until the unit member's first working day in the new position.
- (e) Involuntarily transferred unit members shall be interviewed for all bargaining unit positions for which they apply and for which they are credentialed for a period of one year following the involuntary transfer.

All notices of involuntary transfers shall include the reasons for transfer and any unit member receiving such a notice shall be allowed to submit his/her objections within ten working days. A meeting with the Deputy Superintendent, Human Resources, the administrator initiating the transfer, and an Association representative if requested by the unit member shall be held. Two days of duty time free of meetings and instructional responsibility shall be provided to the bargaining unit member for relocation of material and preparation and orientation in the receiving school. Other than at the start of the student year, when such time is already made available to all employees, the unit member may elect, with the approval of the Deputy Superintendent of Human Resources to waive the two days of instructional and meeting free duty time, and begin student instruction on the following student day. In these cases, the unit member will be expected to relocate materials, and prepare for the new school during non-working hours and receive two

days' salary remuneration.

- 14.4 Notices of all vacancies which occur in any of the job classifications of Article 2 shall be posted on a specially designated bulletin board readily available to unit members in each

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building as soon as a vacancy exists. All vacancy notices will be dispatched in a specially marked transmittal mailer. Such notice shall state the position description, location, grade level or subject matter assignment, and credential requirement, and deadline for application, if any.

- (a) The deadline for response to notice of vacancy shall be at least five (5) workdays after the notice is posted, and no vacancy shall be filled before this deadline.
- (b) Copies of all notices of vacancies shall be mailed to the Association at the same time they are posted.
- (c) A unit member who has filed for a voluntary transfer in accordance with Article 14.2 shall be notified at the time of posting of any vacancies for which the unit member is qualified by experience and credential and for which the unit member has indicated a preference.
- (d) Provisions of this section may be waived for temporary vacancies in title-funded programs, replacement of teachers on leave or the filling of a vacancy created by the voluntary transfer of a bargaining unit member during the school year.

- 14.5 No transfers or class assignments shall be made for disciplinary reasons.

14.6 **New School Openings**

When a new school opens within the District, those unit members who volunteer and meet credential requirements, shall be given first priority. Should an involuntary transfer become necessary, length of service in the District, teaching experience, major/minor fields of study and staffing needs of sending and receiving schools shall be the primary determining factors as to which member(s) shall be transferred. Within these guidelines the unit member with the least number of years of certificated service in the District shall be transferred first.

14.7 **Year-Round School Grade and Track Reassignments**

- (a) Unit members shall request a grade/track reassignment no later than February 1.

- (b) No more than 12.5% of any school site population (rounded to the whole number) shall receive a notice of involuntary grade/track reassignment during the academic year. Such notice shall be given prior to March 1. A unit member may request a meeting with the Deputy Superintendent of Human Resources or his/her designee to discuss the reassignment.
- (c) Teachers at year-round schools shall not be transferred to another track unless they are tentatively notified in writing prior to March 1. Any such notified teacher shall have the opportunity to state his/her track preference prior to the final track assignment decision at a meeting with the principal. This sub-article shall not apply to emergency transfers and to those situations where unexpected student enrollment counts affect the number of teachers needed.

ARTICLE 14. TRANSFER POLICY

- (d) Should an involuntary grade/track reassignment become necessary after March 1 as approved by Human Resources for such reasons as balancing the staff of a school or department, changes in enrollment, placement of personnel returning from leaves and opening and closing of schools, length of service in the District, teaching experience, major/minor fields of study, staffing needs of the site shall be the primary determining factors as to which member(s) shall be reassigned. Within these guidelines the unit member with the least number of years of certificated service in the District shall be reassigned first. After March 1, all reassignments must be approved by Human Resources. A unit member may request a meeting with the Deputy Superintendent of Human Resources or his/her designee to discuss the reassignment.
- (e) Prior to involuntarily transferring a teacher from a Year Round Track to T Track, alternatives will be sought.

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

- 15.1 The District shall use this evaluation procedure for the primary purpose of helping unit members to improve their performance.
- 15.2 Every probationary unit member shall be evaluated by the District in writing at least once each school year, no later than March 1.
- 15.3 Every permanent unit member shall be evaluated by the District in writing no later than April 30, at least once every other year.
- 15.4 No later than the end of each unit member's thirty-fifth (35th) workday of the work year of the unit member in which evaluation is to take place, the evaluator and the unit member shall meet in order to agree mutually upon the elements of the evaluation. Conditions such as class size, intellectual abilities of the learners, availability of support personnel, and the learning environment provided, shall be considered in determining whether the unit member has met the unit member's objectives. In the event that the evaluator and the unit member fail to agree on one or more of the elements of the evaluation, the unit member may attach a written statement of the unit member's objections and request that the designee of the Superintendent meet with the evaluator and the unit member.
- 15.5 During the course of the evaluation period, mitigating circumstances may arise which require modification of the elements of evaluation. The necessity for review of the evaluation elements shall be determined by the unit member being evaluated or the unit member's immediate supervisor, and the determination of the new evaluation elements shall be arrived at in accordance with subsection 15.4 of this Agreement with the waiver of time limitations.
- 15.6 Each evaluation of a tenured member shall be based upon at least one observation lasting a minimum of thirty (30) minutes. Each evaluation of a probationary member shall be based upon at least one observation lasting a minimum of thirty (30) minutes

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

- and two (2) additional observations lasting a minimum of fifteen (15) minutes. These observations may be scheduled or unscheduled. Upon request of the unit member, a follow-up conference between the unit member and the evaluator shall be held. Any unit member who receives a negative evaluation shall, upon written request, be entitled to a subsequent observation and written evaluation by an evaluator of the unit member's choosing from a list of four (4) administrators provided by the Superintendent's designee.
- 15.7 The unit member's evaluator shall take affirmative action to assist and encourage the correction of any cited deficiencies. Such action shall include specific recommendations, and may include release time for the unit member to visit and observe similar classes in other schools. Upon request of the unit member, a representative of the District shall demonstrate in the actual work environment the corrective techniques that are proposed. A unit member shall not be held accountable for any cited deficiencies which the unit member has no authority to correct.
- 15.8 The performance of each unit member shall be evaluated in writing by an administrator pursuant to those Education Code sections dealing with the evaluation of certificated personnel.
- 15.9 The evaluator and the unit member shall sign the evaluation and signify the dates that the evaluation was drafted. The signature shall not be construed to mean that the unit member agrees with the evaluation.
- 15.10 Probationary unit members who have received unsatisfactory evaluations during the current school year may be non-reelected for the following school year.
- 15.11 The District shall maintain the unit member's personnel file at the District Human Resources Division.

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

- (a) No evaluations, correspondence, or other material making reference to a unit member's competence, character, or manner, shall be kept or placed on file in any location without the unit member's knowledge and opportunity to attach comments. A unit member shall be notified at the time material is added to his/her file and given a copy. All such material shall be dated and signed by its originator.
- (b) Before derogatory material can be utilized in a unit member's evaluation, the unit member shall have been provided a copy and shall have been given an opportunity to attach a rebuttal.

- (c) Derogatory material relating to unit member actions or omissions which have not been repeated within the prior three (3) year period may not be used by the District in any evaluation and shall not be the basis for denying a transfer and shall not be included in a reference for employment outside the District. The unit member may request in writing that such material be removed from the file. The Deputy Superintendent of Human Resources or his/her designee shall decide whether the questioned material is to be removed.
- 15.12 The content of all written material obtained in the evaluation process shall be kept in the strictest confidence. Except as provided below, access to evaluations shall be limited to the members of the District Administration and the Board of Education. This shall not preclude the use of the evaluation in any administrative and/or legal hearing process. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of the evaluation in such unit member's personnel file. The District shall keep a log indicating the name of persons who have requested to examine the evaluation, as well as the dates such requests were made. Such log shall be available for examination by the unit member or the Association if so authorized by the unit member.
- 15.13 The unit member may request that complimentary materials relating to such unit member's professional activities be placed in said unit member's personnel file.
- 15.14 A unit member shall have the right to designate a witness at a conference dealing with a negative evaluation.
- 15.15 Those unit members identified in Article 2.1 as RS, APE, AH, CH, H/H, LH, OMS, PH, SH, and VH who receive a negative evaluation may, upon the unit member's

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

- request, receive an additional evaluation subject to availability of the District program supervisor.
- 15.16 The evaluator shall not solicit student evaluation of unit member performance during classroom observations.

- 15.17 The content of the evaluations are not subject to the grievance procedure.
- 15.18 The evaluation documents shall be reviewed annually by a committee comprised of no more than four (4) CNTA appointees and no more than four (4) District appointees.

ARTICLE 16. SALARIES

- 16.1 The per diem rate of pay for each unit member shall be the unit member's annual salary as defined and tabulated in the "Basic Work Year Salary Schedule" in effect at the time, divided by one hundred eighty-five (185). "The Hourly Rate of Pay" for each unit member shall be the per diem rate of pay divided by seven and one-half.
- 16.2 A unit member who serves more or less than a basic work year shall receive a salary equal to the number of days worked multiplied by the unit member's per diem rate of pay.
- 16.3 Upon request by the affected unit member, salary payments for services in addition to the unit member's regular assignment shall be made by separate check as soon as practicable after the service has been performed.
- 16.4 A unit member shall be credited one step of advancement on the Basic Work Year Salary Schedule in effect at the time for each year of certificated experience prior to employment by the District to the maximum of ten (10) years.
- 16.5 Continued step advancement on the salary schedule shall be at the rate of one step for each year of employment in the District. A unit member who is employed for at least one hundred thirty-eight (138) workdays in a school year shall be given credit for that year's experience for step advancement.
- 16.6 A unit member shall be placed in the appropriate class of the Basic Work Year Salary Schedule upon verification of the specific class. In order to be accepted for class advancement, course work must be completed after the date which the degree is granted.
- 16.7 Official grade cards, official transcripts, or a letter signed by the registrar of an accredited college or university, on letterhead with the official stamp or seal showing evidence of sufficient course credit, shall be submitted to Human Resources and acted upon by the Board of Education at its next regular meeting.

Accredited College or University

ARTICLE 16. SALARIES

means those accredited by associations which are members of the American Council on Education and/or the California Commission on Teacher Credentialing. Reassignment to a higher classification shall become effective at the beginning of the next pay period following approval by the Board. All units taken for course credit shall be upper division or graduate credits, unless approval has been granted prior to enrollment by the Deputy Superintendent, Human Resources. In order for course credits to be acceptable for class advancement, they must be from an approved institution and must meet one of the following requirements:

- (a) be related to the teaching field;
- (b) apply toward an advanced degree or credential in the field of education;
- (c) apply toward a planned expansion of the educational field.

16.8 For the purpose of class placement, quarter units shall be converted to semester units by multiplying the quarter units by two-thirds (2/3).

16.9 Notwithstanding the provisions of Article 16.8, above, continuing education hours required of a school nurse for renewal of a license by the California Board of Registered Nurses shall be accepted for salary advancement course credit at the rate of one semester unit per fifteen (15) hours.

16.10 The District shall provide each unit member with an annual statement of the number of units that the District has on file for such unit member.

16.11 The hourly rate of pay for Home Teaching and Adult Education shall be specified in the Adult Education and Home Teaching Hourly Rate Schedule in the

Appendix.

- 16.12 The hourly rate of pay for Curriculum Preparation and Inservice Planning shall be as specified in the Appendix.

ARTICLE 16. SALARIES

- 16.13 A secondary teacher who is assigned one or more teaching periods in addition to those scheduled in the standard seven and one-half (7-1/2) hour workday shall be paid under separate contract at a daily rate of one-seventh (1/7) of the unit member's per diem placement on the Basic Work Year Salary Schedule in effect at the time for each such extra period.
- 16.14 Pro-rate per diem compensation, as specified in Section 16.2, shall be provided all unit members who work other than the standard seven and one-half (7-1/2) hour workday, except as otherwise provided in this Agreement.
- 16.15 The annual compensation for secondary department heads and team leaders shall be as specified in the Secondary Department Head and Team Leader Pay Schedule in the Appendix.
- 16.16 The extra pay amounts for extracurricular assignments shall be as specified in the Extracurricular Pay Schedule in the Appendix.
- 16.17 The supplemental daily pay rate for support personnel shall be as tabulated in the Supplemental Daily Pay Rate Schedule in the Appendix. The supplement shall be paid in addition to the basic salary for each workday.
- 16.18 Notwithstanding the provisions of Article 2.2, if a new unit member job classification which is not designated as management, confidential or supervisory is established, the District shall negotiate with the Association over the appropriate salary for that classification, which shall be retroactive to the first day the position was filled.

16.19 Any dispute on wages/salaries shall be limited to one year back from the date of any grievance.

16.20 For the 2006-07, 2007-08 and 2008-09 school years, there shall be an across-the-board salary increase retroactive to July 1 of each year, equivalent to the following:

ARTICLE 16. SALARIES

- (a) The continuing net funds actually received for revenue limit COLA except that the first one percent (1%) shall be allocated toward providing steps and columns to the salary schedules and shall, therefore, not apply to any COLA increase.
- (b) Fifty percent (50%) of equalization and revenue limit deficit reduction both applied as a percentage to any COLA increases.
- (c) Any adjustment to fringe benefits shall be at the option of the Association and shall be deducted from funds available under this formula.

ARTICLE 17. UNIT MEMBER BENEFITS

17.1 The District shall provide each unit member who is employed no less than one hundred thirty-eight (138) workdays in a school year with the choice of either an annual allowance of Option 1 or Option 2 to be selected by each unit member from a list of approved fringe benefit programs. The District shall provide each unit member who is employed less than one hundred thirty-eight (138) workdays in a school year with $1/138 \times$ number of days worked \times the total cost of the fringe benefit plan for which they qualify.

17.2 The fringe benefits program shall be approved by the Association, and shall include, but shall not be limited to, health insurance, dental insurance, life insurance, income protection insurance, and tax sheltered annuities.

17.3 Each unit member shall be covered by a health insurance plan comparable to the plans offered through the District. Unit members hired before July 1, 1991 may choose Option 1 or Option 2. Employees hired after July 1, 1991 must choose Option 1.

Option 1: District will provide a fringe benefit amount to be used exclusively for the purchase of medical, dental, and vision insurance for the family. For the 2006-07 school year, the maximum contribution provided shall be:

- a) Single party - \$4,850
- b) Two party or employee plus child/children - \$5,600
- c) Family - \$6,770

Option 2: District will provide \$3,200 per unit member to be used for medical coverage, dental coverage, vision coverage, life insurance, income protection insurance, or cash payments.

Unit members choosing Option 2 at any future date have the opportunity to choose Option 1. Unit members choosing Option 1 may not at any future date choose Option 2.

17.4 (a) In the event that a unit member on Option 1 chooses a plan, the aggregate cost of which exceeds the amounts referenced above, such excesses shall be paid through payroll deduction installments.

ARTICLE 17. UNIT MEMBER BENEFITS

(b) The parties are committed to exploration of a possible restructure of the present fringe benefit package. The goal of this restructure will be to provide a level of service equal or superior to the present level at a lower cost to the bargaining unit member and/or District.

17.5 In addition, all bargaining unit members will be covered by a \$25,000 life insurance policy to be paid by the District at a cost not to exceed \$60 per year. Any cost in excess of \$60 per year to be paid by the employee.

- 17.6 A unit member who is absent on account of accident or illness and who has exhausted the accumulated paid leaves shall continue to receive the annual fringe benefit allowance for that period of absence due to accident or illness not to exceed twelve (12) months from the date of initial illness.
- 17.7 A unit member on a Board-approved unpaid leave of absence shall be entitled to receive approved fringe benefit programs for the period of the leave at the unit member's expense.
- 17.8 The District shall continue to allow retired unit members to participate in the fringe benefit program to the extent allowed by the contracting providers, at their own cost. The District will contribute \$3,600 toward one or two-party medical and dental insurance coverage for unit members who retire after September 30, 1990. One hundred dollars (\$100) of this \$3,600 may be used for the purchase of a District offered life insurance policy. Retirees must meet the following criteria.
- (a) Must have a minimum of ten (10) years of service as a certificated employee in the Corona-Norco Unified School District at the time of retirement.
 - (b) Must be at least fifty (50) years of age at the time of retirement.
- This language will not eliminate from participation those employees who retired and qualified for participation in the program between September 30, 1983, and September 30, 1995. Retired unit members electing to participate in this program will retain

ARTICLE 17. UNIT MEMBER BENEFITS

eligibility until completion of the insurance year during which the unit member reaches age sixty-five (65). In the event the retired unit member is located in an area which the District-approved insurance companies do not serve, the

District shall

provide this compensation toward one-party medical and dental insurance coverage.

When the unit member/retiree completes the year in which the retiree reaches age six-five (65), and the district contribution toward medical and dental insurance coverage ends, the district shall continue to allow retired unit members to participate in group retiree medical and dental plans under E.C. 7000-7008.

- (a) The retiree and their spouses will have thirty (30) days after losing active employee coverage to enroll in the health or dental care plans during this initial enrollment period. If retired members or their spouses lose other coverage and can provide documentation of that loss, they will be allowed to enroll in the health or dental plan if they do so within 31 days of losing their coverage.
- (b) Retirees or spouses electing to participate in this coverage will be required to pay all premiums, dues, and other charges, including any increases in the rate of premiums or dues for these persons, and all costs incurred by the district in administering this coverage.
- (c) Enrollment in Medicare A shall not be a prerequisite for enrollment in any district health plan pursuant to this article. However, the purchase of Medicare B may be required for enrollment if the participant qualifies to purchase it. In addition, a district health plan may be restructured to pay benefits as if each participant is enrolled in Medicare B as soon as the participant qualifies to purchase Medicare B. A health plan may condition eligibility for enrollment on the effective assignment of any Medicare benefits for which the enrollee would be eligible.
- (d) A retiree or spouse who has been previous covered under this article and who has voluntarily terminated that coverage, thereafter will be excluded from obtaining coverage under this article. This subdivision does not apply to a person who is changing plans within a district open enrollment period.

ARTICLE 17. UNIT MEMBER BENEFITS

- 17.9 A unit member who is employed pursuant to Article 19 of this Agreement shall receive the annual fringe benefit allowance until retirement.
- 17.10 All medical examinations and tests required for continuing employment or change of position shall be paid for by the District. In the absence of prior positive reaction, tuberculosis tests may be either intradermal or x-ray, at the unit member's option.
- 17.11 All bargaining unit members are eligible to participate in the District's Section 125 Plan effective June 1, 1992.
- 17.12 Bargaining unit members new to the District, assigned to year-round school tracks and beginning service no later than August 8, who do not have medical coverage for the months of August and September from spouse or previous employer, shall be provided medical insurance for the initial August and September, at no cost to the bargaining unit member.
- 17.13 Disability Insurance: For the Fortis Disability Insurance only, a second open enrollment period will be held for members during the first week after winter break.

ARTICLE 18. UNIT MEMBER TRAVEL

- 18.1 Unit members who are assigned to more than one work location per day and who are required by the District to use their personal transportation shall be reimbursed for all such travel at the IRS rate between work locations.
- 18.2 Unit members who are required by the District to use their personal transportation for business outside of the District shall receive the benefits provide in paragraph 18.1 above.
- 18.3 No unit member shall be required to transport students in any personal vehicle.

ARTICLE 19. PART TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

Certificated unit members shall be provided with the opportunity to participate in a District program of Part Time Employment with Full Retirement Credit, subject to the following regulations:

- (a) The unit member must have reached the age of fifty-five (55) prior to reduction in workload. The member's last year of eligibility is the year of his/her seventieth (70th) birthday.
- (b) The unit member 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. Sabbaticals and other approved leaves do not constitute a break in service. Such leave, however, is not used to compute the five years full-time service requirement prior to entering the program.
- (c) The option of part-time employment must be exercised at the request of the unit member no later than April 1, of the prior year and can be revoked only with the mutual consent of the District and the unit member. Should the unit member desire to terminate from the program, the unit member shall provide sixty (60) calendar days notice of his/her intention. The unit member shall be returned to full-time employment by the District subject to the availability of a position for which the unit member qualifies by credential, education and prior work experience.
- (d) The unit member shall be paid a salary which is the pro-rata share of the salary which would have been earned had the unit member not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which the unit member makes the payment that would be required if remaining in full-time employment. Notwithstanding the limitations of Article 17.1, the unit member shall receive the full fringe benefit allowance in the same manner as a full-time unit member.
- (e) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. This minimum may be fulfilled by an eligible unit member working a half-day assignment for the entire work year, or by working a full day assignment for one-half of the work year.
- (f) This option is limited in pre-kindergarten through grade 12 to certificated unit members who do not hold positions with salaries above that of a school principal.
- (g) A unit member participating in this program shall receive the credit under STRS that would be received if the unit member were employed on a full-time basis and have the retirement allowance, as well as any other benefits the unit member is entitled to under Chapter 2 of Division 10 of the Education Code of the State of California,

based upon the salary that would have been received if employed on a full-time basis, and both said unit member and the District shall contribute to State Teachers' Retirement System the amount that would have been contributed if said unit member was employed on a full-time basis.

ARTICLE 19. PART TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

- (h) A unit member in the Part Time Employment with Full Retirement Credit program cannot participate in the plan for more than ten (10) years or beyond the year in which the seventieth (70th) birthday falls, whichever comes first.
- (i) The District shall determine the number of unit members who may enter the program in any year. Should applications exceed positions available, seniority in the District service shall be the determining factor.
- (j) Any modification in the level of part-time service of a unit member who has entered into this program or any return to full-time service, shall be permitted only with the mutual consent of the District and the unit member. It is the intent of this program to provide options for unit members for part-time employment to phase in their retirement program.
- (k) The District shall develop applications, other forms, and administrative procedures necessary to implement and operate this program. Assignment to schools shall also be determined by the District.
- (l) The workday of a "classroom teacher" (as defined in Article 10.1) who works less than a full day in accordance with this Article 19, shall include a proportionate conference/preparation period per Article 10.2.

ARTICLE 20. GRIEVANCE PROCEDURES

20.1 Definitions

- (a) A “grievance” is a claim by the Association or by one or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- (b) A “grievant” may be any certificated unit member, group of unit members, or the Association filing a grievance, pursuant to 20.1(a).
- (c) A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- (d) A “day” is a “workday” as defined in Article 3.3

20.2 Procedure

- (a) **Level One:** The grievant may, within forty (40) days following knowledge of the act or condition when the affected employee, in the exercise of due diligence, knows or should have known of the act or omission which is the basis of the grievance, meet with the immediate supervisor, either directly or through the Association’s representative, to discuss and informally resolve the grievance. If the grievant is not satisfied with the informal disposition of the grievance, the grievant may file the grievance in writing simultaneously with the immediate supervisor and the Association. The immediate Supervisor shall, within ten (10) days after receipt of the written grievance, meet with the grievant and/or the Association representative and shall deliver a written decision.
- (b) **Level Two:** If the grievant is not satisfied with the disposition of the grievance at Level One, the grievance may, within ten (10) days, be appealed to the Superintendent. The Superintendent, or his/her designee, shall meet with the grievant and an Association representative within ten (10) days in an effort to resolve the grievance. The Superintendent or his/her designee shall deliver the written decision to the grievant and the Association within ten (10) days after such meeting.
- (c) **Level Three:** In the event the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within ten (10) days following, submit a written request to the Association that the Association submit the grievance to advisory arbitration. The Association, by written notice to the Superintendent within ten (10) days after receipt of the grievant's request, may submit the grievance to the advisory arbitration. The parties shall submit to the California State Conciliation Service a written request for immediate services of a mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process by providing a written response. The fees

and expenses, if any, of the mediator shall be equally shared by the District and the Association. All other expenses, except for reasonable release time of the grievant and his/her representative, shall be borne by the party incurring them and

ARTICLE 20. GRIEVANCE PROCEDURES

neither party shall be responsible for the expense of the witnesses called by the other, except for release time as provided by the law.

- (d) At the outset of this process the mediator shall schedule and hold a conference at which time the parties to the grievance shall submit to the mediator copies of all documents completed in conformance with the requirements at each previous grievance step. In addition, the grievant shall submit to the mediator and the District a clear, concise written statement of the reasons for his/her appeal to the mediation process and the remedies sought.
- (e) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties of the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.
- (f) The District and the Association have agreed that this step (Mediation) may be waived by mutual written agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) teacher workdays following the receipt of the written response with the mediator, either party may appeal the grievance to the next step (Arbitration).
- (g) The written opinions and conclusions of the mediator are to be given serious consideration as an acceptable resolution to the dispute, but they may be rejected by either party by writing to the other stating the reasons for the rejection. In the event of rejection by either party, the parties agree the mediator's suggested resolution may not be offered as evidence in any subsequent arbitration.

20.3 Procedure - Level Four (Arbitration)

- (a) If a grievance is not resolved at Level Three, the grievant may request within ten (10) teacher work days of the mediation response that the Association submit the grievance to arbitration. The Association shall notify the Superintendent or his/her designee in writing within ten (10) teacher workdays after the receipt of the request from the grievant that the grievance has been submitted for arbitration. The Association has the discretion to reject any grievance from being submitted for arbitration. The arbitrator shall be mutually selected by the two parties within five (5) teacher workdays after such notice is given. If the two parties fail to reach agreement on the choice of an arbitrator within five (5) teacher workdays, the American Arbitration Association shall be requested to supply a list of five (5) names of people who are experienced in public school arbitration. Within five (5) teacher

workdays after receipt of the list of names, each party will alternately strike from the list until only one name remains. The order of striking shall be determined by a flip of a coin. By mutual agreement between the parties expedited arbitration procedures may be used.

- (b) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties his/her findings which shall be final and binding on the parties.

ARTICLE 20. GRIEVANCE PROCEDURES

- (c) The fees and expenses of the arbitrator shall be equally shared by the District and the Association. All other expenses, except for reasonable release time for the grievant and/or his/her representative, shall be borne by the party incurring them and neither party shall be responsible for the expense of the witnesses called by the other, except for release time as provided by law.
- (d) Powers of the Arbitrator are subject to the following limitations:
 - 1) The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2) The Arbitrator shall have no power to establish the structure of the salary schedule.
 - 3) The Arbitrator shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or action taken by the Board unless such practice, rule or action directly relates to a provision of this Agreement.
 - 4) The Arbitrator shall have no power to interpret State or Federal law unless such law is part of this Agreement.
 - 5) The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
 - 6) The Arbitrator shall have no power to expand the scope of negotiations.

20.4 Governing Regulations

- (a) The Arbitrator may hear and determine only one grievance at a time filed by a teacher, group of teachers, or the Association, filing a common grievance unless the District agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

- (b) The grievant, if desired, may be represented by an Association representative at all meetings and hearings above the informal level of the grievance procedure and at the informal level after the grievant has had at least one informal conference with the grievant's immediate supervisor. Nothing precludes the District from hearing representation at this level and beyond.
- (c) Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the grievant to proceed to the next step.

ARTICLE 20. GRIEVANCE PROCEDURES

The time limits specified on any step of this procedure may be extended, in a specific instance, by mutual agreement. Failure by the grievant to process the grievance within the time lines shall cause the grievance proceedings to cease with the solution being the last Administrative decision.

- (d) Nothing contained herein will be construed as limiting the right of any teacher alleging a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given an opportunity to be present at such adjustment and to share its views.
- (e) Time limits shall consist of teacher workdays except that when a grievance is filed subsequently to April 9 and prior to the end of the school year, the time limits shall be regarded as calendar days. Any time limits affected by Winter or Spring breaks will be extended by ten (10) teacher workdays.
- (f) Time limits are defined as the day following the filing of the grievance, the reply to the grievance, the holding of a conference, the receipt of a reply to a conference, etc.
- (g) If the grievance arises from action or inaction on the part of the member of the administration at a level above the principal or immediate supervisor, the grievant may submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.
- (h) If in the judgment of the Association, a grievance affects a group or class of certificated unit members, the Association, on behalf of the affected unit members may initiate a grievance at Level Two.
- (i) Whenever it is necessary to attend a grievance meeting or hearing during the workday, the grievant or the Association representative, upon notice to the immediate supervisor, shall be granted release time to permit participation in the foregoing activities. Any unit member who appears in such meetings, or

hearings, as a witness will be accorded the same right. The grievant or the Association representative, upon notice to the immediate supervisor, shall be granted one (1) day of release time for the preparation and investigation of the grievance. Such release time will be subject to substitute availability and, whenever possible, scheduled within five (5) days of the request. Upon the submission of the grievance to Level Three the grievant and the Association representative shall be granted two (2) days of release time for the preparation and investigation of the grievance.

- (j) All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE 20. GRIEVANCE PROCEDURES

- (k) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the District and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
- (l) No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the District against any grievant, any party in interest, any representative of the Association or any other participant in the grievance procedure by reason of such participation.
- (m) Representation of the grievant at Levels One and Two of the grievance procedure shall be, at the grievant's option, either personal or by a representative selected by the Association. If a unit member is not represented by the Association or its representative, the Association shall be provided with a copy of the grievance and the proposed resolution and shall be given the opportunity to file a response. The Association, upon written request of the grievant and the approval of the Association's Executive Board, shall process the grievance at Level Three.

ARTICLE 21. SUMMER SCHOOL

21.1 Staff Selection

- (a) Not later than May 1, the District shall circulate to each unit member a notice of anticipated summer school/extended year openings and invite applications on a District-supplied form.
- (b) Any current unit member shall be considered a qualified applicant for a summer school position and shall be given priority over all other applicants. Assignments shall be limited to those applicants with appropriate grade level/subject area credentials and experience within three (3) years. Priority shall be given to an applicant who has not held a summer school or extended year position the previous year and has not had an unsatisfactory evaluation or been placed on an improvement plan during the past two (2) school years.
- (c) Each qualified applicant shall be interviewed by those persons responsible for applicant screening and selection.
- (d) All applicants shall be notified of their selection or non-selection by June 7 for all positions known at that time. Additional hiring may be required subject to additional enrollment. A list of all selected applicants shall be posted at the Human Resources Division and transmitted to the Corona-Norco Teachers Association, prior to the commencement of summer school.

21.2 Compensation

Unit members assigned to summer school/extended year positions shall receive one-seventh (1/7) of the unit member's per diem placement on the Basic Work Year Salary Schedule in effect at the time for each hour of assignment.

ARTICLE 21. SUMMER SCHOOL

21.3 **Sick Leave**

Each summer school and extended year unit member shall be entitled to one day of absence with full pay for summer school/extended year workdays. This day may be used in cases of personal illness or injury, or serious illness/injury/death of a member of the unit member's immediate family, as defined in Article 13.4. Sick leave which is accrued during the regular school year is not applicable to the summer school/extended year assignment.

21.4 **Hours of Employment**

The hours and days of employment for summer school/extended year assignments shall be as mutually agreed between the unit member and the District.

21.5 **Exclusions**

The provisions of Articles 10, 12, 13 (exclusive of Section 13.10), 14, 17 and 19 of this agreement shall not apply to summer school/extended year employment.

21.6 In the absence of previously approved summer school curriculum materials, with written agreement between Human Resources and the unit member, a unit member will be compensated for developing such curriculum material at the curriculum preparation and inservice planning rate.

ARTICLE 22. PROFESSIONAL GROWTH

22.1 State Board of Education regulations governing Professional Growth requirements shall be followed by the District.

22.2 The District shall pay the fee required by the State of California Commission on Teacher Credentialing for emergency credentialing when required for unit members to teach outside their credential subject area at the secondary level.

ARTICLE 23. YEAR-ROUND SCHOOL

- 23.1 If a unit member is displaced by year-round school, the District shall assign that unit member to a school, at the same level, that retains traditional scheduling if positions are available. The District shall follow transfer procedures as outlined in Article 14.
- 23.2 Unit members shall not be required to work more than the current contractual work year outlined in Article 10.
- 23.3 Additional days in the unit member's regular assignment beyond the contractual work year outlined in Article 10 shall be compensated at the unit member's per diem rate. These days shall apply toward the ratio in Article 13.2 pertaining to sick leave.
- 23.4 The District shall give reasonable assistance to unit members in the transportation of materials, equipment, supplies, furniture or textbooks. Such assistance shall be upon mutual agreement between the unit member and the principal.
- 23.5 Year-round school unit members shall be provided storage space for materials. This storage space shall be convenient and secure.
- 23.6 With the approval of the Human Resources Division, unit members at the same site and within the same school year may request an exchange of teaching assignment days with unit members on other tracks. A request for this exchange must be submitted to Human Resources six (6) days prior to the dates requested.
- 23.7 The District shall notify unit members in writing of the termination of the year-round school program at their site.
- 23.8 All year-round school sites shall have air conditioning in all classrooms. The District shall make every effort to maintain air conditioners in year-round schools in working order, and will attempt to repair malfunctioning units as soon as possible.
- 23.9 Unit members who are working in year-round schools during the conference or training sessions and are selected as delegates to the NEA Rep. Assembly or to the

ARTICLE 23. YEAR-ROUND SCHOOL

CNTA/CTA/NEA summer workshops/training sessions shall be granted paid release time. The total combined amount of release time for all representatives shall be limited to twelve (12) days per year.

23.10 Subject to the timing of the CNTA year-round calendar proposal, negotiations on the year-round school calendar shall begin within ten (10) working days of the CNTA proposal. Every effort shall be made to provide unit members with as much notice as possible of the year-round school calendar.

23.11 Teachers shall have access to their classrooms, workrooms, and restrooms during the normal teacher workday hours on both weekend days prior to the opening of an instructional session. A custodian will be available on both weekend days during normal school hours. Schools will be open the weekend before the Fourth of July instead of on the July Fourth weekend.

23.12 Except as otherwise provided for emergency transfers, written notice of tentative involuntary transfers for the coming year-round school year, shall be given to the unit member no later than May 1st.

23.13 The District shall attempt to distribute students with special needs across more than one track.

23.14 If there is no additional cost to the District, all year-round school sites shall be on an early schedule.

23.15 At a year-round school, report cards shall be issued to all students three (3) times a year.

23.16 Bargaining unit members with children at a school with a year-round schedule will have priority in placing their children on the same track as their teaching assignment.

23.17 The bargaining unit member and teacher spouse of the bargaining unit member serving at schools with year-round schedules shall be provided the opportunity,

whenever possible, of having the same track assignment.

- 23.18 There will be one day of paid time for any teacher who changes to a track that allows less than one week of prep time between tracks and/or grade level changes.

ARTICLE 23. YEAR-ROUND SCHOOL

- 23.19 Year round track teachers who work on non-calendar days during the fourth track change over, and have prior approval of the principal, will be paid the Curriculum Rate for up to four hours.

ARTICLE 24. INTERMEDIATE SCHOOLS

- 24.1 Each intermediate school bargaining unit member shall be guaranteed the conference/preparation time specified in Article 10.2.
- 24.2 Instructional minutes at the intermediate school level (grades 7 and 8) shall be reduced by fifteen (15) minutes per day from the 1988-89 level.
- 24.3 Whenever possible, duties before and after the student day shall be assigned in such a manner that entire families are available for family team meetings on some days during that time.
- 24.4 Principals shall encourage teams to schedule team meetings at the mutual convenience of all team members. The planning time available before or after the start of the school day shall be used whenever possible.
- 24.5 Team member input shall be solicited and considered by the principal prior to the selection of the team leader.

ARTICLE 25. MEDICARE

As per Medicare requirements, any bargaining unit member who did not elect to enter the Medicare program during September 1991 cannot participate in the program.

ARTICLE 26. SPECIAL EDUCATION

26.1 The term "full inclusion student" refers to a severely handicapped student whose IEP identifies that the student will be placed in regular education programs for the entire school day. The District shall provide inservice training to regular classroom teachers prior to receiving a full inclusion student presenting special needs unfamiliar to the teacher. This training shall occur prior to the student being placed into the classroom to the extent practicable. Upon the request of either the regular classroom teacher or the site administrator additional assistance and/or training shall be provided to the extent appropriate and practicable.

26.2 The District shall notify the receiving school of a full inclusion student as far in advance as possible.

26.3 The District and the Association shall jointly monitor caseloads to insure reasonable equity.

26.4 Every effort shall be made to ensure reasonable equity of case load among unit members with comparable assignments.

26.5 The District will make every effort to take advantage of, and maximize Federal and State funding for, Special Education programs within the structural constraints of the program.

26.6 Prior to District submission of a request to the State Department of Education to waive a Resource Specialist Program case load maximum, the Resource Specialist shall be offered an opportunity to review the waiver application and, if they so choose, sign the waiver application.

26.7 For the purposes of the voluntary and involuntary reassignment of Special Education teachers to another Special Education position, Article 26.7 shall apply in lieu of Article 14.

(a) Voluntary Reassignments

(1) Special Education teachers may request a voluntary change of work

location and/or assignment for an upcoming school year by submitting such a request, in writing, to the Human Resources Division prior to March 1 of any school year. Special Education teachers may include written information in support of their

ARTICLE 26. SPECIAL EDUCATION

qualifications for their requested reassignment. Such requests for a voluntary reassignment shall remain in effect until the first day of school at the Bargaining Unit Member's current school site.

(2) The Special Education Department will post, on its website, a twice monthly updated listing of all positions currently available for reassignment, beginning March 15 of each school year and continuing through the first day of school for the position(s) listed.

(3) Should a Special Education teacher's request for reassignment not be granted, a meeting may be requested with the Special Education Department administrative designee.

(4) The final decision regarding assignment and reassignment shall be made by the Special Education Department administrative designee.

(b) Involuntary Reassignments

Involuntary reassignments shall be based upon the educationally-related needs of the District, utilizing the following procedures:

(1) The Special Education teacher to be involuntarily reassigned shall be offered a meeting with the Special Education Department administrative designee. At this meeting, the reasons for the reassignment and the new assignment shall be identified.

(2) If the Special Education teacher declines to meet, the new assignment shall be communicated in writing, with a written offer to meet and review the reasons for the reassignment.

(3) Prior to beginning the new assignment, the Special Education teacher may request a voluntary reassignment in accordance with Article 26.7, (a) (1).

(4) The final decision regarding assignment and reassignment shall be made by the Special Education Department administrative designee.

26.8 For the purpose of calculating case load maximum for Resource Specialists pursuant to Education Code 56362 C, two hundred five (205) day work year Year-Round Multi-Track

Resource Specialists shall be considered a 1.111 full-time equivalent and the caseload maximum shall be multiplied by this factor (1.111).

ARTICLE 26. SPECIAL EDUCATION

- 26.9 (a) When mainstreaming Special Day Class students in Grades K-6, students will be assigned equitably amongst all classes, across tracks, at the appropriate grade level.
- (b) Regular Education teachers shall be invited to the I.E.P. Team meeting when mainstreaming into their class will be considered. Where existing I.E.P.'s identifying mainstreaming are to be implemented, pre-planning and consultation between the teachers and/or administrative staff will occur.
- (c) When mainstreaming Special Day Class students, options to mitigate the impact on class size will include, but not be limited to:
- (1) Providing mainstreaming when other students are pulled out of the class for other services or other activities;
 - (2) Sharing Instructional Aides;
 - (3) Providing mainstreaming when at-risk students are being served by other staff;
 - (4) Other mutually agreed options developed at the site that do not violate the Collective Bargaining Agreement.
- (d) Prior to the utilization of any of the above stated mitigating options, every effort will be made to avoid exceeding the stated contractual class size

maximums.

ARTICLE 27. EDUCATIONAL INNOVATIONS

- 27.1 Any proposal for innovations by the District or a site which impacts the Collective Bargaining Agreement must be presented in writing to the Association and District by February 1. By February 15, the Association and the District will determine whether or not this meets the criteria of innovation. In the event the Association and the District mutually agree that the proposal is not an innovation, the implementation of the proposal will not be subject to the grievance process. The innovation proposal will be processed in such a manner so as to enable the ratification process to be completed by April 1.
- 27.2 The scope of proposals for innovations which impact the Collective Bargaining Agreement are limited to Articles 9, 10, 12, 18, 22, 23, 24, 26, Appendix B, and the calendar.
- 27.3 The written proposal must include:
- (a) A description of the proposed innovation
 - (b) The parties impacted by the proposed innovation
 - (c) The educational justification
 - (d) Supporting research, if available
 - (e) Timelines for implementation
 - (f) Any staff development needs
 - (g) A preliminary budget
 - (h) Evaluation and review process
- 27.4 Any innovation requested by a specific site must have staff approval consisting of a 75% positive vote by secret ballot by the bargaining unit members at that site before simultaneous presentation to the Association and the District. CNTA will prepare the ballots and conduct the election.
- 27.5 The District and the Association shall meet to determine whether the proposal complies with the Collective Bargaining Agreement, Board Policy, the Education Code, and/or past practice. When appropriate, the District and the Association will

enter into a Memorandum of Understanding and Agreement.

ARTICLE 27. EDUCATIONAL INNOVATIONS

27.6 Either party may, at any point, notify the other of its intent to withdraw from this Agreement. Said party will provide written notification to the other of its intent, allowing a sixty (60) day waiting period. During this waiting period, the District and the Association

representatives will come together to attempt to identify and resolve differences.

By mutual agreement, the waiting period may be waived.

27.7 Approval of final language shall require a 75% vote by secret ballot of bargaining unit members voting in the election provided that a majority of the bargaining unit members at the affected site(s) participate in the election. CNTA will prepare the ballots and conduct the election.

27.8 Any Agreement must be ratified by the Association and approved by the Board of Education.

ARTICLE 28. SITE BASED DECISION MAKING

A study committee comprised of, but not limited to, the CNTA bargaining team and the CNUSD bargaining team will meet to continue the discussions about the impact of Site Based Decision Making on the overall education process. The intent of the parties is to educate the impacted parties at all levels within the District about the potential impact of Site Based Decision Making. Further, the parties agree to a February 14, 1999 tentative deadline to simultaneously submit a report to the CNUSD Board of Education and the CNTA Executive Board. This report shall serve as the basis for further negotiations between the parties to consider Site Based Decision Making in the District.

ARTICLE 29. STAFF BUY-BACK DAY LANGUAGE

29.1 The District will offer as many staff buy-back days as authorized for payment by the State. The District will provide appropriate inservice opportunities at a variety of off-track times. All staff buy-back days may be available for staff development at each site. Such activity(ies) shall be determined by each site. The hours and plans shall be in compliance with state regulations ("staff development instructional methods, including teaching strategies, classroom management and other training designed to improve pupil performance, and academic content in the core curriculum areas.") The rate of pay shall be the total dollars earned by the District less required payroll costs. Unit members may participate in a single staff development activity over several days but must be present for the equivalent of a full-time instructional work day. Participation in the staff development buy-back days by unit members is voluntary.

29.2 District staff development buy-back day opportunities shall be published as available

29.3 Unit members shall be invited to submit proposals for staff development buy-back day activities which meet the above referenced state regulations. Such proposals shall be submitted for consideration to the District each year.

29.4 All unit members who are presenters for staff development buy-back days will be compensated utilizing the same formula. Payment for both participants and presenters shall be made per state regulations.

29.5 Association Sponsored Staff Development Buy-Back Days

- (a) Subject to District approval, staff development buy-back day inservice activity(ies) may be offered by the Association if the activity meets the state regulations referenced above. Rationale for rejection of any Association proposal shall be provided in writing within ten (10) working days of receipt.
- (b) If a unit member is a presenter at such inservice activities, he/she shall be compensated at a rate equivalent to that of other unit members who

are presenters for the staff development buy-back day activities offered by the District. If the presenter is an employee of CTA, the Association or participating unit members shall assume the costs of the presenter's fee, if any.

ARTICLE 30. PEER ASSISTANCE AND REVIEW

30.1 Purpose

- (a) The Peer Assistance and Review Program (“PAR”) allows exemplary teachers to provide non-administrative assistance to permanent teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.
- (b) The extent of the program’s assistance and review depends upon whether the participating teacher is a referred permanent teacher or a voluntary permanent teacher. A permanent teacher, who has been on an improvement plan for at least ninety (90) calendar days, or sixty (60) work days, whichever is greater, and still received a final unsatisfactory evaluation in any of the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction, shall be referred for participation in PAR. Assistance shall be provided through consulting teachers as described in Article 30.4(b). It shall not involve the participation of the consulting teacher in the evaluation of the unit member required by the Education Code and Article 15 of this agreement, except that the results of unit member participation in the PAR program shall be made available to the evaluator in the case of referred teachers.

30.2 Definitions Used in This Article

- (a) “Classroom teacher” or “teacher” is any member of the bargaining unit covered by certificated evaluation requirements in Article 15 of the Collective Bargaining Agreement.
- (b) “Participating teacher” is a permanent classroom teacher member of the unit who either volunteers or is required by this article to participate in the program.
- (c) “Consulting teacher” is an exemplary teacher meeting the requirements of Article 30.4(b)(1) selected by the Joint Panel to provide program assistance to

a participating teacher.

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- (d) “Referred teacher” is a permanent teacher who has been on an improvement plan for at least ninety (90) calendar days, or sixty (60) work days, whichever is greater, and still received a final unsatisfactory evaluation in any of the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction pursuant to Education Code 44660-44665.
- (e) “Volunteer teacher” is a permanent unit member whose most recent evaluations have been satisfactory and who is not required to participate in this program due to the receipt of an unsatisfactory evaluation in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction. Such participation is voluntary, subject to available resources, and is for the purpose of professional growth utilizing the assistance of a consulting teacher.
- (f) “Principal or evaluating principal” is the certificated administrator appointed by the District to evaluate a teacher.
- (g) “Unsatisfactory evaluation” is an evaluation of a permanent teacher who has been on an improvement plan, for at least ninety (90) calendar days, or sixty (60) work days, whichever is greater, and has still received a final unsatisfactory evaluation in one or more of the areas of subject matter knowledge, teaching strategies or teaching methods and instruction.

30.3 Program Outline

- (a) For referred teachers, the outline of the program shall be as follows:
 - (1) The referred teacher is identified by the principal following participation in an improvement plan of at least ninety (90) calendar days, or sixty (60) work days, whichever is greater, and a final unsatisfactory

evaluation. In the final evaluation conference, the principal will review the PAR recommendations and referral with

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the referred teacher. In the recommendation to PAR, the principal will identify specific recommendations regarding the areas of improvement needed.

- (2) Upon review by the Deputy Superintendent of Human Resources or his/her designee, a teacher may be referred by the principal to PAR on an emergency basis without participating in an improvement plan. The teacher must have received an unsatisfactory regular evaluation. Acceptance into the program shall be the decision of the Joint Panel.
- (3) The principal, consulting teacher and participating teacher will meet to discuss the outlined areas of improvement and types of assistance to be provided.
- (4) The consulting teacher reviews the recommended areas of improvement, provides assistance to the referred teacher in any of the areas of subject matter knowledge, teaching strategies or teaching methods and instruction needed. The consultant teacher does multiple observations of the referred teacher and makes available the summary report of the referred teacher's participation for placement in the personnel file. The assistance provided shall address the areas for improvement noted by the principal and shall take into consideration state and local standards. The referred teacher will be provided with the California Standards for the Teaching Profession.
- (5) The consulting teacher, participating teacher and the principal are expected to develop and maintain an ongoing, cooperative working

relationship.

- (6) The Joint Panel will review the reports made by the consulting teacher. It will make available the reports of referred teacher's participation in the program to the principal as part of the evaluation process. The Joint Panel shall make recommendations to the Governing Board regarding referred teachers, including

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forwarding of names of individuals who are unable to demonstrate satisfactory performance.

- (7) The Governing Board retains final authority over all personnel decisions: evaluations, the decision to commence with disciplinary proceedings for a permanent teacher, the decision to release a probationary teacher or dismissal.
- (8) The principal shall be solely responsible for evaluating and making the initial recommendations for improvement pursuant to the evaluation. The consulting teacher shall assist the referred teacher in improving in the areas identified by the principal through the regular evaluation and performance improvement process.
- (9) Before April 1 annually, the consulting teacher shall prepare a written report summarizing the referred teacher's participation in the program. It shall consist solely of (1) a description of the assistance offered/provided to the referred teacher and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the referred teacher, the principal and the Joint Panel. The participating teacher may also submit a report to the Joint Panel referencing the above items.

- (10) The results of the teacher's participation in the program shall be made available as a part of the referred teacher's annual evaluation. The evaluating principal shall have the discretion as to whether and how to utilize such results in the annual evaluation. The principal's evaluation shall not be based solely on the report from the consulting teacher.
- (11) The assistance provided by the consulting teacher to the referred teacher shall consist of at least twenty (20) hours of in-classroom support over the course of the school year, in addition to other forms of assistance provided.

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- (12) If the referred teacher receives an additional unsatisfactory evaluation in any of the applicable areas from the principal despite the assistance of the consulting teacher, the teacher shall be referred for continued participation in PAR as long as the teacher has an unsatisfactory evaluation in one or more of the applicable areas. The Governing Board shall have the sole authority to determine whether the participating teacher has been unable to demonstrate satisfactory improvement.
- (13) The consulting teacher's summary report on the referred teacher's participation in the program shall be made available to the evaluating principal for possible placement in the participating teacher's personnel file. If so desired, the participating teacher may request placement of this report in his/her placement file.
- (14) No later than June 30, the Joint Panel will make an annual report to the Governing Board and the Association regarding the program's impact, improvements to be made and recommendations regarding program participants.
- (15) The evaluating principal will forward to the Governing Board names of referred teachers who, after sustained assistance, are unable to demonstrate satisfactory improvement.
- (16) The participating teacher may at any time respond to the consulting teacher's report submitted to the Joint Panel.
- (b) For volunteer teachers, the outline of the program shall be as follows:
 - (1) The volunteer teacher may apply to the panel to be assigned to work with a consulting teacher to improve current skills in a particular curricular area or to improve and/or develop teaching methodologies and instructional strategies. The

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- volunteer teacher will be assigned to a specific consulting teacher by the Joint Panel, subject to available resources.
- (2) Upon assignment, the consulting teacher shall meet with the Volunteer teacher to develop a plan for voluntary assistance. The plan will be submitted to the principal and the Joint Panel for purposes of coordination and planning.
- (3) A statement regarding the results of the individual's participation will be forwarded to the Governing Board and the volunteer teacher only.
- (4) Participation as a volunteer teacher shall not be in lieu of the regular

- evaluation of the teacher pursuant to Article 15 of this agreement.
- (5) Budgeted resources of the program shall first be allocated for the benefit of referred teachers under Article 30.3(a), and then as available and budgeted to voluntary participants under Article 30.3(b).

30.4 **Governance and Program Structure**

(a) Joint Panel:

- (1) The Peer Assistance and Review Program shall be administered by a panel consisting of five (5) members including three (3) permanent certificated classroom teachers appointed by the Association and two (2) administrators appointed by the District. Qualifications for teacher representatives shall be the same as those for consulting teachers as set forth in Article 30.4(b)(1). A panel member's term shall be three (3) years, except the first term of the teacher members will be two (2), three (3)-year terms and one (1), four (4)-year term. The appointments will be made by May 1. The first terms of the administrator members will be one (1), three-year and one (1), four-year term. Administrators must have at least five (5) years of administrative experience at the site level and

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- at least two (2) years of Administrative experience in the Corona-Norco Unified School District.
- (2) The Joint Panel shall make all decisions through consensus in the area of appointments, recommendations to the Governing Board, program plan and recommended budget. In the absence of consensus, decisions will be made by a majority vote. Four of the five panel members shall constitute a quorum for purposes of meeting and conducting business.
- (3) The Joint Panel's primary responsibilities include the selection and oversight of the consulting teachers and review of the reports made pursuant to Article 30.3(a)(9).
- (4) The selection of consulting teachers for Peer Assistance and Review and for other acceptable programs, as funded through AB 1X, shall be the sole responsibility of the Joint Panel.
- (5) For the purposes of program consistency and in order to maintain equality in regards to participating teacher selection, assignment, and review, all District Peer Assistance and Review (PAR) teachers and all Beginning Teacher Support and Assessment (BTSA) teachers, regardless of funding source, will be subject to the provisions of this article and the oversight of the Joint Panel.

In addition, the panel shall have the following responsibilities:

- a. By June 1 of each fiscal year, submit a recommended budget to

the Governing Board within the proportion of the estimated State revenues generated by the PAR program that the Governing Board has determined will be used for peer assistance and review or other programs acceptable through AB 1X. The budget shall detail the estimated expenditures including the projected number of participating teachers, the number of consulting teachers to serve the projected needs, the amount of release time for the panel, and the projected cost for inservice training for panel members, consulting teachers, referred and voluntary participants, administrative overhead and other necessary services.

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- b. Assign consulting teachers within thirty (30) calendar days after unit member has been accepted into PAR.
 - c. Review consulting teacher reports on referred teachers by May 1.
 - d. Evaluate the effectiveness of the consulting teachers by May 1.
 - e. Provide training for all members of the Joint Panel and coordinate with the District to provide training for consulting teachers and participating teachers as determined by the Joint Panel.
 - f. Forward to Human Resources by June 15 all records of the program to be filed separately from individual personnel records, except as provided in this article.
 - g. Establish internal operations procedures and regulations necessary to carry out requirements of the Education Code and this article.
 - h. Develop the consulting teacher application form, initial evaluation forms, observation forms and final report format for use by the consulting teacher.
 - i. Remove consulting teachers who, due to illness, extended absence, or other reasons, are unable to complete their assignment. Replacement consulting teachers may be hired at any time.
- (b) Consulting Teachers:
- (1) At a minimum, the consulting teacher must:
 - a. Be a credentialed teacher with permanent status in the Corona-Norco Unified School District with at least five years of recent classroom teaching experience who, during those five years, has had overall evaluations of satisfactory or better in all areas evaluated.
 - b. Have demonstrated exemplary teaching ability as indicated by

effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and state standards and mastery of a range of teaching strategies necessary to meet student needs in different contexts.

c. Have demonstrated an ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills and experience in working on school and District committees.

(2) Applicants for consulting teacher positions will submit a completed application including no fewer than three (3) but no more than five (5) references from

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individuals with direct knowledge of the applicant's abilities for the position. At least two (2) references shall be from bargaining unit members; a reference from their current principal is also required.

Applications and references will be

treated with confidentiality. The Joint Panel will make the selection of all consulting teachers funded by AB 1X. The Joint Panel will also select teachers for other programs allowable and funded through AB 1X. The selection will be forwarded to the Superintendent. The panel's procedures for selecting consulting teachers shall include provisions for classroom observations of consulting teacher candidates and reference checks.

(3) Full time consulting teachers may provide assistance for up to eighteen (18) certificated bargaining unit members per school year. The Joint Panel will assign each consulting teacher to assist no more than three (3) PAR participating teachers in a school year. The remaining assignments may be used to provide non-evaluative assistance through the Beginning Teacher Support and Assessment Program (BTSA). Each consulting teacher who is assigned one (1) PAR participating teacher will be assigned no more than fifteen (15) BTSA teachers. Each consulting teacher who is assigned two (2) PAR participating teachers will be assigned no more than twelve (12) BTSA teachers. Each consulting teacher who is assigned three (3) PAR participating teachers will be assigned no more than nine (9) BTSA teachers. BTSA assignments will

be made by Curriculum and Instruction. All conditions of the BTSA grant will be monitored and supervised by Curriculum and Instruction. No documents will be placed in the personnel file by the consulting teacher in regards to the BTSA assignments. A report on each consulting teacher's involvement/participation in the BTSA program will be submitted by Curriculum and Instruction to the Joint

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Committee for their review by April 1 on an annual basis. The report form will be developed by the PAR panel. PAR assignments will have priority over all other assignments.

- (4) Consulting teachers with full-time teaching assignments may provide assistance for up to two (2) second-year BTSA participants. This extra duty assignment will be funded at four (4) days per diem per BTSA participant.
- (5) Consulting teachers with full time teaching assignments will provide assistance for no more than one (1) referred participating PAR teacher. Extra duty positions will be funded at twelve (12) days per diem.
- (6) Within the first six weeks of assignment, the consulting teacher or the participating teacher may request an assignment change from the Joint Panel for good cause. The decision of the Joint Panel shall be final. A consulting teacher's term will be a minimum of two (2) and a maximum of three (3) consecutive years of service as a consulting teacher, provided that his/her annual service as a consulting teacher has been satisfactory to the Joint Panel.

(c) Consulting teachers shall provide assistance to participating teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods including, but not limited to, the following activities:

- (1) Providing consultative assistance to improve in the specific areas targeted by the evaluating principal.
- (2) Meeting and consulting with the principal regarding the nature of assistance being provided.
- (3) Conducting multiple observations of the participating teacher during periods of classroom instruction (at least twenty (20) hours of in-classroom support).

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- (4) Recommending specific training in specified teaching techniques or in designated subject matter as approved by the Joint Panel. When appropriate, both the consulting teacher and the participating teacher will attend the specific training session.
 - (5) Demonstrating good practice to the participating teacher.
 - (6) Recommending specific activities targeted to improve their teaching strategies where improvement is desired.
 - (7) Maintaining appropriate records of each participating teacher's activities and progress on forms designed by the Joint Panel.
 - (8) Providing monthly written updates on forms designed by the Joint Panel to the referred teacher, the principal, and the Joint Panel concerning the progress of the referred teacher in the areas targeted for improvement by the principal. The written updates may be kept in the principal's evaluation file until the final evaluation is completed for the year. The Joint Panel will have access to the consulting teacher reports in the secured separate personnel files maintained in Human Resources.
- (d) Consulting teachers shall be returned to their regular assignment upon completion of their term as a consulting teacher. Elementary teachers will be returned to the same school, track and approximate grade level. Secondary teachers will be returned to the same school and subject areas. Consulting teachers are eligible to apply for transfer at any time during their term as a consulting teacher. Consulting teachers opting to return to the classroom prior to continuing service into a possible second, third or fourth year must notify the Joint Panel prior to March 1. The fourth year will sunset on June 30, 2007 unless renewed through negotiations.

ARTICLE 30. PEER ASSISTANCE AND REVIEW

30.5 Status and Liability Protection of Unit Members

- (a) Functions performed by unit members under this article shall not constitute either management or supervisory functions as defined in the Educational Employment Relations Act.
- (b) Unit members who perform functions as Consulting Teachers or members of the Joint Panel shall have the same protection from liability and access to appropriate defense as afforded to other public school employees under the provisions of the California Government Code.
- (c) This article shall not be subject to the grievance procedure; however, all other articles of the Collective Bargaining Agreement are still applicable.

30.5 Records

- (a) All documents and information relating to individual participation in this program shall be considered personnel matters subject to the personnel record exemption of the California Public Records Act. The annual evaluation of the program's impact, excluding information on identifiable individuals, is subject to disclosure under the Public Records Act.
- (b) All documents for the Peer Assistance and Review Program will be filed by Human Resources separately from individual personnel records, except as specified herein.

ARTICLE 31. SHARED CONTRACTS

- 31.1 Ten shared-contract positions at the elementary level and ten shared-contract positions at the secondary level will be available. The positions will be of a two-year duration. At the end of two years, participants must reapply. The number of shared-contract positions available will be determined by the number of positions previously unfilled and those positions subject to reapplication.
- 31.2 There shall be no more than two shared contracts per school site. Shared-contract positions will not be available for two consecutive grade levels on the same track at the same site. If any of the ten shared-contract positions available at either the elementary or secondary level has not been filled, there can be a maximum of four shared-contracts per school site.
- 31.3 There will be five shared-contract positions available for non-classroom support personnel. The unit members sharing the contract must have the same job description. Unit members must agree to share the contract for two years or until an opening in that job description occurs.
- 31.4 Should more applicants for the ten (10) shared-contract positions at either the elementary or secondary level be eligible or the five (5) shared contract positions for non-classroom support personnel be eligible , the teams at each level will be selected by lottery.
- 31.5 The District will announce the availability of the shared-contract positions on an annual basis. Teachers interested in a shared-contract must complete the application/contract available from the Human Resources office by the deadline announced in the flyer. The application must include the team's plans for: work schedules, parent conferences, back-to-school night, open house, adjunct/extra duties, inservice, issuing of grades and the signature of the principal/administrator who accepts the shared contract. If a principal/administrator declines to sign the

application, the applicants for the shared contract position can appeal to the Deputy Superintendent, Human Resources or his/her designee.

ARTICLE 31. SHARED CONTRACTS

- 31.6 Participation in the program requires:
- (a) That all teacher participants be tenured at the time of application.
 - (b) That all teacher participants (except for maternity leave) be in a regular paid teaching position for one year prior to application.
 - (c) That teachers on a performance improvement plan are not eligible.
 - (d) That all teacher participants share the contract on a fifty/fifty basis.
- 31.7 Unit members participating in shared-contract positions will receive:
- (a) Fifty percent of their salary
 - (b) Fifty percent of their sick/personal necessity leave
 - (c) Fifty percent of their health and welfare benefits
 - (d) One-half year of credit for advancement on the salary schedule for each year on the shared-contract.
- 31.8 Should either or both partners in the shared-contract decide, at any time, to terminate this agreement, the teacher participant with the least District seniority shall be placed in an available, appropriate teaching position at the discretion of the District.
- 31.9 Should one member of the team leave the position for any reason, the remaining member will assume the full-time position immediately. Under no circumstances will a new partner be added to an existing shared-contract.
- 31.10 At the time of acceptance into the shared-contract position the unit members will meet with a designee from Human Resources to sign a contract acknowledging and agreeing to the criteria set forth in this article.
- 31.11 If at the end of the two-year shared-contract, the teacher participants do not reapply or

are not accepted for an additional two-year participation, the unit members will be placed in available positions at their site for which they are qualified in accordance with the procedures outlined in the collective bargaining agreement.

ARTICLE 31. SHARED CONTRACTS

31.12 Should District cancel the program, the unit members will be placed in available positions at their site for which they are qualified in accordance with the procedures outlined in the collective bargaining agreement.

APPENDIX

A RELATIONSHIP COMPACT

Purpose

The District and the Association wish to establish a relationship which will survive the differences in interests, which will endure the changes in leadership in both organizations, which will extend beyond the legal and contractual requirements, and which will be based on the principles listed below.

Intent

This document is not intended as a statement of goals and expectations. Instead, this compact is intended to reflect the principles as they are actually institutionalized and practiced by the parties. The respective leaders of the organizations will meet yearly for the sole purpose of evaluating the degree to which these principles have become part of the relationship culture and to revise this compact accordingly.

Interest-Based Negotiations

(a) The Association and the District agree that the Relationship Compact (Appendix A) shall be used as the basis for negotiations between the parties. It is understood that Appendix A of this Agreement is exempt from Article 20, Grievance Procedures, and any and all legal venues.

(b) The parties to this Agreement do not waive any implied or stated rights under SB 160. The parties each reserve the right to serve notice upon the other party that the relationship compact (Appendix A) shall not be used as the basis for negotiations between the parties.

Principle Number I: INTEREST-BASED PROBLEM SOLVING

In our relationships we will use the interest-based approach in our negotiations with each other.

Negotiating representatives will not participate in the negotiating process until undergoing minimal training in the interest-based approach.

The District and the Association have established a Problem Solving Procedure and a Collaborative Network to resolve problems as they arise throughout the District.

Implementation:

A cadre comprised of Association members and District management were trained to provide additional school site instruction in interest-based problem-solving. In addition, facilitators to this process were identified and trained.

Principle Number II: TRUST

In our relationship we understand that a high degree of trust is essential. To this end, each organization, and key individuals within those organizations, will focus on increasing their own trustworthiness as the means of developing and maintaining the bridge of trust.

Implementation:

1. During the first semester of 1994-95, and every year thereafter the parties will undergo training regarding trust building.
2. During the first semester of 1994-95, the parties surveyed the levels of trust between individual organizational leaders, between the governing bodies, between the negotiating groups, and between site representatives.
3. During the second semester of 1994-95, the parties at each respective level developed a list of activities designed to enhance their own trustworthiness. Thereafter these lists will be shared and discussed with their organizational counterparts.

Principle Number III: PERSUASION

In our relationship we will refrain from the use of coercive tactics because such usage is destructive to our relationships and lessens the commitment to our agreements. Therefore, we will attempt to use persuasion in dealing with our different interests. We will be open to persuasion at all times in order to avoid reliance on the use of power. By mutual agreement we will progressively reduce our recourse to traditional coercive tactics.

Implementation:

During the second semester of 1994-95, the parties participated in training regarding the consequences of the coercive tactics upon the quality of the Association-Management relationships.

Principle Number IV: EFFECTIVE COMMUNICATIONS

Our relationship will promote communications between the parties which recognize that active listening is a major component of communications; that we should avoid sending ambiguous or mixed messages; and that we will "ALWAYS CONSULT BEFORE DECIDING" ("ACBD") on

matters which have a major impact on the other party.

Implementation:

1. During the first semester of 1993-94, the parties developed a list of situations on which they will ACBD.
2. During the first semester of 1994-95, the parties underwent training at district-level and at site-level on active listening, conducting quality meetings, and consensus building.
3. During the first semester of 1994-95, the parties developed fail-safe standards for dealing with mixed and ambiguous communications regarding labor-management relations.
4. To foster communications and resolve issues at the lowest level possible, the parties will utilize every means to promote this goal.

Principle Number V: EMOTIONS BALANCED BY REASON

In our relationship we will recognize individual and organizational emotions, but we will deal with them directly and rationally. We will avoid reacting emotionally.

Implementation:

1. During the second semester of 1994-95, the parties engaged in joint training where district-level and site-level "hot issues" are identified.
2. During the first semester of 1995-96, through joint training the parties established written standards for the review of communications.

SCHOOL SITE EXTRA DUTY FUND

Each school site shall receive \$6.51 per student enrollment to compensate unit members for **direct student service** extra duty assignments which are currently not on the Extra Curricular Pay Schedule. The duties and the amount of compensation for each duty shall be determined by a school committee composed of unit members democratically elected by secret ballot and the school site principal. The size of the committee at each school shall be determined by that school site. At the end of each meeting an accounting of all disbursements, the amount paid and to whom paid, shall be published. The members of this committee shall not be entitled to compensation for this duty. The decisions of the school committee are not subject to the grievance process. The School Site Extra Duty Fund shall be increased at the same percentage as yearly certificated unit member salary increases.

CORONA-NORCO UNIFIED SCHOOL DISTRICT

RETIREMENT BONUS

Unit Members are eligible to participate in the Retirement Bonus Program under the following circumstances:

- 1) Must be on the salary schedule at one of the following locations: Class B, Step 9; Class B, Step 10; Class C, Step 10; Class D, Step 10; Class D, Step 11; Class D, Step 16; Class D, Step 20; Class D, Step 25 or Class D, Step 30.
- 2) Must have a minimum of ten consecutive years of service as a certificated employee in the Corona-Norco Unified School District.
- 3) Must be at least 52 years of age and no more than 59 years of age.
- 4) Must be eligible for service retirement under STRS rules on the effective date of retirement.
- 5) On or before January 15 of the final school year of employment with the District, the unit member must submit an irrevocable letter of resignation from all employment with the District effective no later than June 30 of that year or July 1 of the following school year. No unit member may participate in the “Retirement Bonus” program beyond the school year in which the member reaches age 60.
- 6) The District shall make a one-time bonus payment to the employee once the irrevocable letter of resignation is accepted by the Board of Education. Such payment may, at the election of the employee, be paid in March or June of the final year of employment or in July following the date of retirement. It is

understood that the present STRS regulations will apply.

- 7) Any unit member who participates in and meets the requirements of the “Retirement Bonus” program shall be paid \$12,500 by the District.

- 8) Should any unit member return to employment with the District following receipt of the “Retirement Bonus” that unit member will be required to return to the District the full amount of any such bonus. Any such returning employee will not be eligible to receive the “Retirement Bonus” a second time.